

*Reunion East Community  
Development District*

*Agenda*

*June 13, 2019*

# AGENDA

# *Reunion East*

## *Community Development District*

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Phone: 407-841-5524 – Fax: 407-839-1526

June 6, 2019

Board of Supervisors  
Reunion East Community  
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Reunion East Community Development District will be held **Thursday, June 13, 2019 at 1:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of the Minutes of the May 9, 2019 Meeting
4. Consideration of Resolution 2019-02 Approving the Proposed Fiscal Year 2020 Budget and Setting a Public Hearing
5. Consideration of Resolution 2019-03 Approving the Execution of Dedications of the Spectrum at Reunion Plat
6. Consideration of Request for Closure of Spine Road Bridge Access for Reunion Village
7. Consideration of Interest Letter from Wyndham Destinations Regarding Heritage Crossing Purchase
8. Consideration of Amended Engagement Letter from Latham, Shuker, Eden & Beaudine, LLP for Legal Services
9. Consideration of Adding Bollard Posts at Entrance Gate
10. Ratification of Agreements for Use of Amenity Facilities (2)
11. Ratification of Natural Gas Agreement with Infinite Energy
12. Consideration of Resolution 2019-04 Setting a Public Hearing for the Purpose of Towing Rules and Policies
13. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Action Items Lists
    - ii. Approval of Check Register
    - iii. Balance Sheet and Income Statement
    - iv. Status of Direct Bill Assessments
14. Other Business
15. Supervisor's Requests
16. Next Meeting Date
17. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the May 9, 2019 meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of Resolution 2019-02 approving the proposed Fiscal Year 2020 budget and setting a public hearing. Once approved, the budget will be transmitted to the governing authorities at least 60 days prior to the final budget hearing. A copy of the Resolution is enclosed for your review and the proposed budget will be provided under separate cover.

The fifth order of business is the consideration of Resolution 2019-03 approving the execution of dedications of the Spectrum at Reunion Plat. A copy of the Resolution is enclosed for your review.

The sixth order of business is the consideration of request for closure of the Spine Road bridge access for Reunion Village. A copy of the Parcel Declaration of Covenants, Conditions, Restrictions and Obligation is enclosed for your review.

The seventh order of business is the consideration of the interest letter from Wyndham Destinations regarding the purchase of the Heritage Crossing Community Center. A copy of the letter is enclosed for your review.

The eighth order of business is the consideration of amended engagement letter from Latham, Shuker, Eden & Beaudine, LLP for legal services. A copy of the engagement letter is enclosed for your review.

The ninth order of business is the consideration of adding bollard posts at the entrance gate off 532. There is no back-up material.

The tenth order of business is the ratification of two (2) Agreements for Use of Amenity Facilities with Kingwood Orlando Reunion Resort, LLC. Copies of the agreement are enclosed for your review.

The eleventh order of business is the ratification of the natural gas sales agreement with Infinite Energy. A copy of the agreement is enclosed for your review.

The twelfth order of business is the consideration of Resolution 2019-04 setting a public hearing for the purpose of towing rules and policies. A copy of the Resolution and proposed policies are enclosed for your review.

The thirteenth order of business is Staff Reports. Section 1 of the District Manager's Report is the presentation and discussion of the action items lists. Copies of the lists are enclosed for your review. Section 2 includes the check register for approval and Section 3 includes the balance sheet and income statement for your review. Section 4 is the discussion of the status of the direct bill assessment collections. A table with the direct bill information is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'G. S. Flint', with a stylized, sweeping flourish extending to the right.

George S. Flint  
District Manager

Cc: Jan Carpenter, District Counsel  
Steve Boyd, District Engineer

Enclosures

# MINUTES

MINUTES OF MEETING  
REUNION EAST  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Reunion East Community Development District was held Thursday, May 9, 2019 at 1:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum were:

Mark Greenstein	Chairman
Don Harding	Vice Chairman
John Dryburgh	Assistant Secretary
Steven Goldstein	Assistant Secretary
Trudy Hobbs	Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Xabier Guerricogoitia	Boyd Civil Engineering by phone
Alan Scheerer	Field Manager
John Cruz	CWS Security
Yellowstone Representative	

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Flint: Are there any comments from the public on anything on the agenda or not on the agenda that you would like to bring to the Board's attention?

Resident, 7474 Excitement Drive: We were talking about that fence that is an eye sore and also a matter of security. For the first time I met with John who is the liaison for the owner. His name is Andrew, out of Bonita Springs. It's not owned by Feltrim, it's owned by a company called Reunion Land Holdings. They are trying to sell it for \$2.7 million dollars. So, I had them come out and take a look at what's going on there. Right now we have the ball moving. They confirmed that it should come down, but they wanted the HOA to pick up the fees for cutting the

grass. So, we are at a standstill right now because we said we are not doing that because it's your land, it's your property, it's your liability.

Mr. Flint: Okay, thank you.

Mr. Greenstein: Thanks for letting us know.

Resident, 7474 Excitement Drive: I appreciate you having me here today.

Mr. Flint: Okay, any other public comment? Hearing none, we will move on.

### **THIRD ORDER OF BUSINESS**

#### **Approval of the Minutes of the April 11, 2019 Meeting**

Mr. Flint: Any comments on the minutes from April 11<sup>th</sup>?

Mr. Greenstein: I just had a question on page 4 where Steve Boyd and Alan were talking about looking at a storm water pond on the South side of and it says Heritage Landing Community. Are we talking Patriots?

Mr. Scheerer: Patriots Landing, yes sir.

Mr. Greenstein: Okay, change that to Patriots. Because I didn't know if it was Heritage Crossing or Patriots.

Mr. Flint: Yes, it's Patriots.

On MOTION by Mr. Harding, seconded by Mr. Goldstein, with all in favor, the minutes of April 11, 2019 meeting, were approved as amended.
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### **FOURTH ORDER OF BUSINESS**

#### **Discussion of Unexchanged Bond Methodology and Hearing Status**

Mr. d'Adesky: We've spoken to both Counsels for the Trustee as well as Counsel for Kingwood now. It seems that Kingwood hasn't provided a direction as to the changes they plan to make to the methodology. Obviously, according to news, they plan to develop in a different way and there are going to be changes it seems to the methodology. We haven't gotten more detail on what that is exactly. We are pushing them to resolve this. Our deadline which we want to meet, is we want to get this all cleaned up before the end of the fiscal year. So, we are going into the next fiscal year with this issue resolved and moving on without having to come back to this. Both Counsels are aware of that and we should see some movement here in the next hopefully 60 to 90 days. Certainly, we are pushing for that and their Counsel is pushing for that.



He sent me an email as early as this morning saying, "He is following up to make sure that they understand that this is timely and they need to get back to us as soon as possible." That's where we are at with that.

Mr. Dryburgh: Is there any ownership responsibility on the prior developer's part?

Mr. d'Adesky: I don't want to open too much on that. There's possible responsibility and I'll leave it at that.

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2019-02 Approving the Proposed Fiscal Year 2020 Budget and Setting a Public Hearing**

Mr. Flint: The Board is required each year to approve a proposed budget by June 15<sup>th</sup> and set the date, place, and time of a Public Hearing for its final adoption. We indicated the budget would be provided under separate cover and I do have a version of the budget today, but we'd like some additional time to work on that. We would ask if the Board would defer the Consideration of the Resolution until your June 13<sup>th</sup> meeting? That still allows us to meet all of our statutory timeframes. In Reunion East and Reunion West, with the development of the pieces along I-4, the sale, the construction of the hospital, exchanged bonds, the split of costs between both Districts based on number platted plots, all those issues come into play when we are preparing budgets. So, we prefer some additional time with it if the Board is okay with that.

Mr. d'Adesky: George, just as a note, the shift in the balance with the cost shared will probably move in the favor of the entities in the introduction because of the development of the other side.

Mr. Flint: Reunion West may be looking at an increase in their per unit assessment. So, we're still reviewing all that and analyzing it. We'd appreciate it if we could delay the consideration of the resolution.

On MOTION by Mr. Greenstein, seconded by Mr. Dryburgh, with all in favor, Tabling the Consideration of Resolution 2019-02 Approving the Proposed Fiscal Year 2020 Budget and Setting a Public Hearing to the June 13, 2019 meeting, was approved.

#### **SIXTH ORDER OF BUSINESS**

#### **Appointment of Audit Committee and Chairman**

Mr. Flint: The Districts, every 3 years, would bid out the independent auditing services. The statutes describe the process that has to be used to do that, as well as appointing an Audit Committee and designating a Chair. When I say Audit Committee, the purpose of the committee is limited to the selection of an auditor. It has nothing to do with auditing the District's financials. The roll of the committee is to approve the form of the RFP and selection criteria in the notice. Then once the responses are received, the committee would review and rank the responses and make a recommendation to the Board. In the past, the Board has served as the Audit Committee. You can appoint non-Board members to be on the audit selection committee if you chose to do that. From an efficiency stand point, we tend to recommend you appoint yourself, but you do have that option.

Mr. Greenstein: Well, in line with what was done on the West side, I would like to recommend that the entire Board participate in the extensive process. Since we have, I'd like to nominate one of our Board Members to serve as Chair. Since anyone of us I think could do a great job at steering this committee and so I'm going to nominate Mr. Dryburgh to serve as our Chair based on your background and your overall knowledge of the area.

Mr. Dryburgh: Sounds good.

On MOTION by Mr. Greenstein, seconded by Ms. Hobbs, with all in favor, Appointment of Audit Committee and Chairman as Mr. Dryburgh, was approved.
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Mr. Flint: Immediately after the Board meeting, we'll convene the Audit Committee meeting for a brief meeting to approve the necessary items.

## **SEVENTH ORDER OF BUSINESS**

### **Staff Report**

#### **A. Attorney**

Mr. d'Adesky: I have a couple of items. Obviously, I reported on the Bonds and we are going to keep following up on that. We sent over the recorded easement to Alan, so that's all moving along. That's a West issue but really, it's signage overall which we are all happy with. Kingwood and the MSA, we made some small edits to the MSA, sent that over to Kingwood and they have it. The ball is in their court to come back to us with any edits. I don't believe their attorneys have looked at it yet, but whatever they come back with no matter what, has to go for a final review through our Bond Counsel. Once again, this has to meet tax rank so it doesn't

impermissible private use of this property. It falls under Management Service Agreement Exception. The other thing is, I distributed to you two examples of Parking and Parking & Towing enforcement policies. Essentially, since this is something that's going to be forced and you can guarantee that somebody is going to be mad about it, we have to go through the rule making process. Which means we have to come up with rules and lay them out, set definitions, have terminology, and go through that process. We have to allow for public comment, and allow for notice so the public has the chance to comment and say, "Don't do this," if they want to. Also, to designate the area. I just distributed these 2 examples. Ones I found on the Internet that had nice maps. One of them is a different area that had color and the other one is done by Boyd Civil Engineering. So, it would be really easy to get that map from them. If there's any questions or if the Board wants me to move forward with the process and put something on the agenda for next meeting, I'm more than happy to put together a policy that kind of looks like this for next meeting if that is what the Board is directing me to do. There wasn't a clear direction, I think it was just an investigation.

Mr. Goldstein: I think we want to proceed in that direction.

Mr. d'Adesky: I'll need to work with Alan and perhaps Steve and Sean. I think everybody will get together and we will have a nice chat and then we will come up with a map. It doesn't need to be fancy. This one uses high lighters.

Mr. Dryburgh: Has the Board discussed whether or not there will be signage up for those new parking areas marked on the sidewalk?

Mr. d'Adesky: Yes, you do have to put signage that needs statutory requirement for it.

Mr. Dryburgh: Also, parking beside of the parking area, the streets, the curbs.

Mr. Flint: You don't have to mark the curb, but there is signage that you have to put up.

Mr. Dryburgh: What about those dangerous areas for people to park?

Mr. d'Adesky: We can designate that as a No Parking area.

Mr. Flint: Well, if we are designating the entire thing it is going to require painting. Those would be included in. If we're not doing that, we'd have to have the signage more defined.

Mr. Greenstein: We're trying to move in a direction that gets us started. We're not doing this solely to get everybody upset. I'm not insinuating that what you were saying was going to get anybody upset.

Mr. d'Adesky: Inevitably, somebody will be upset when their car is towed.

Mr. Greenstein: Or even before the car, when they just see the signage and they know they can't park there and they have to go around the corner or they have to make some other arrangement. We definitely want to get the ball rolling on this.

Mr. Dryburgh: We will rely on John's expertise as far as what he says.

Mr. Flint: One of the communities we manage, they've got those stickers. They are annoying because they go right on your car. They make you get them off basically with a razor blade.

Mr. Dryburgh: Oh, they go on the windshield?

Mr. Flint: Yes, where the driver side window is. In Montecito, they have a process where someone receives one warning and then after that they're towed. Now, they haven't towed anybody yet. It does have a description of the process. Remington's towed a lot of people.

Mr. d'Adesky: It would depend on how the Board wanted to set the policy up. I'll try to come up with something fairly standard. If you did want to give somebody warning first, that's something we'd need to discuss.

Mr. Greenstein: Absolutely.

Mr. d'Adesky: And incorporate it because it's got to be very clear the process has to very clear before.

Mr. Flint: So, you've got two examples for them?

Mr. d'Adesky: Yes.

Mr. Greenstein: Thanks for sharing that with us.

Mr. Flint: Xabier, did I hear you join?

Mr. Guericogoitia: Yes, I'm on the line.

Mr. Harding: John, do you work with our police as far as that's concerned too? Talking to Joe Winston as far as getting his input too?

Mr. Dryburgh: No, so far, we've just had to identify some of the problem areas, but I can reach out.

Mr. Harding: Because he's always more than willing to help with that sort of thing too.

Mr. d'Adesky: This is one of the few things that we can do independent of the County.

Mr. Flint: Yes, they would be involved with enforcing the District's rule, but they may have good input.

**B. Engineer**

Mr. Flint: We have an Engineer's report, but we may hit on a lot of the items that he needs to address as we go through the Action Items. I'll just go to the action items list and then we can skip back if there is something that is missed.

Mr. Greenstein: Sure.

**C. District Manger's Report****i. Action Items Lists**

Mr. Flint: The books that we handed out to you, the action items list has been updated. It reflects some additional items that Don had brought up that were mentioned at the last meeting that were not on the list. Irrigation Turnover, that issue is still on hold. However, we have reached out to Daniel Baker. He's been retained by Kingwood to work on certain issues, one of which is a serious issue. We understand the HOA or POA Master Association is moving forward with some indication that there's going to be adjustments in the Master Association fees related to irrigation. We're trying to find out from Daniel and I'll reach out to the Master Association as well to see what's driving and what cost they're anticipating to recover. Because the CDD is going to be right in the middle of that. We don't have any information. So, we don't know if there's something we don't know or if the Association is just moving forward on the anticipation of that information. The Allocation of 532 Costs we've put on hold. The MSA, Mark, Andrew and I recently have followed up with Kingwood. Mark, if you want to address it?

Mr. Greenstein: Well, basically we had the last meeting in March and there was all kinds of stuff going on around the Resort. Because we had not heard in preparation for this meeting, we reached out to them. As Andrew eluded to, there were some difference of opinion as to whose court the ball was in. But beyond that, we've made some initial decisions as to what we are proposing to them for the terms. So, just to give you an idea and we did share with you at some point the draft that we had and it was an annual fee for managing the facilities which we push for a 4-year term. There are risks involved that we recognize in a new start up using the stables. Basically it will phase out over 3 years and for year 4 there will be no fees and no payments proposed from the CDD to the management company. The fees that would be charged for use of the facility, which we have to set, would be basically a 50/50 split from day 1. It was leverage where they would get more of the fee and we're just saying 50/50 cut. So, long term,

assuming both facilities are liable and everything works out well, it would be 50/50 on the fee side with no coverage of cost for us. The only exception would be our capital expenditures which is still identified as \$2,500 and above. If it's a significant item, we own it. If the roof goes, something goes, we'd have to take care of it. But the normal small under \$2,500 repair and maintenance item, they would have to take care of. I know they want the facilities. They definitely want the stables, so I'm hoping within the next few weeks we're going to get some indication as to their desire to enter into the agreement with those conditions. Then we can discuss as a Board whether we are getting any counter proposals from them on those conditions.

Mr. d'Adesky: I'll say one thing and thank you Mark, that was a very good summary. This agreement is actually 3 years, the contemplation is it would go down to \$0 on the 4<sup>th</sup> year, but that going down to \$0 hasn't been funded by our Tax Counsel yet.

Mr. Greenstein: We did put 4 years in the draft though.

Mr. d'Adesky: We did, but we changed it. It was 3 and then it went to 4. They haven't seen that yet. So, it may come back that they want us to keep some amount, a very minimal amount so that it's payment. We don't know yet. That was a change that we made they haven't reviewed yet. Now that they are actually billing us, I'm trying to only send it to them when there's significant changes that they really need to look at, not minor tweaks. At the beginning I was able to kind of get them on the phone and do it very casually, but after the 2<sup>nd</sup> time I'd sent her the MSA, she goes okay, now we are putting this on the books and going to send you guys a bill. That's where that's at.

Mr. Greenstein: Well, hopefully the next time they see something it's based upon the agreement.

Mr. d'Adesky: We are waiting for their attorneys because they haven't looked at it. I'm sure they are going to have some comments.

Mr. Greenstein: Both parties are in agreement we are just waiting for Bond Counsel concurrence.

Mr. Flint: That's right.

Mr. Greenstein: It's taking a little longer than what we wanted, but I think we are going to get there.

Mr. d'Adesky: And it's a long-term agreement. So, once we get the structure set up in a way that's legally forceful, we won't have to go back each time and do this. It's only because it's the first time we're doing this. This is pretty novel and a new area, so it's taking a little longer.

Mr. Harding: They're going to wind up investing money, right? Capital, possibly?

Mr. d'Adesky: We are doing the capital. We actually have to because of the structure, we have to take the risk for the large capital investments. For example, redoing the structure or fixing the roof, that has to come on us. But in terms of interior decoration, all that sort of stuff that they put on the inside they can do that.

Mr. Harding: So, if we have to close it in and create air conditioning for the entire building, that would be up to us, right?

Mr. Greenstein: No, that's on them.

Mr. Flint: We're going to bring it up to standards in its current condition. Then we will discuss with them any modifications that they need. Our only obligation is we are going to give it to them structurally sound.

Mr. Greenstein: We did talk about removing one wall.

Mr. Scheerer: Yes, two block walls in the middle between the wash down stations. As you walk in the stable, those are non-load bearing walls. So, we didn't think that would be an issue. We would just have to make that happen.

Mr. Greenstein: So, we're trying to make it compatible. Transform it from stables that they were designed to be to some contiguous space that they can use. They can then design for their purposes. So, we will see do a walk through. Once we get past the initial agreement stage, then I think we are going to do the walkthrough and discuss exactly what we're doing to make it clear.

Mr. Harding: So, the plan was to put horses in there to begin with, wasn't it?

Mr. Flint: Okay, the speed limit signs.

Mr. Scheerer: We received the 3 speed limit signs and they should be going in next week. Two of them on Traditional Blvd. and then one at Excitement Drive.

Mr. Flint: The repainting of signs is complete.

Mr. Scheerer: He was painting color today on or putting stickers on them. They are putting the 3 palm tree logo stickers on there.

Mr. Goldstein: Those look good. I noticed them right away. They look really nice.

Mr. Flint: Is Heritage doing that?

Mr. Scheerer: Yes, sir.

Mr. Flint: Old Lake Wilson Rd. gate signage.

Mr. Scheerer: I think Steve was tasked with maybe looking at something similar to what was done on Reunion Blvd. I also know that one of Don's comments, or there was a comment about removing the keypad signage there. There is an existing sign underneath that keypad. The keypad was removed, so it's no longer there. There were a couple other signs. A stop sign that basically says the same thing as you get up to the gate lane. We're in the process of enlarging that and using the same language and we will install those same with the sign that's underneath where the keypad was. We are just going to make it wider and make the font a little bit bigger. I saw a lady pull in today and she looked at it, made a U-turn and out she went into the main gate.

Mr. Dryburgh: Somebody tore down a sign that were up there. It was laying on the ground maybe a week ago. If you go through it, the gate goes up. Someone ripped that sign out of there.

Mr. Scheerer: Okay, I'll take a look at it today.

Mr. Dryburgh: Yesterday, I had to weave my car through about 4 cars. We would get up and of course the gate comes as soon we get near it. Everyone revs their engines up and blast through.

Mr. Goldstein: That's one of the problems with the RFID is, as you pull up you have to stop almost at the street because as soon you turn in that arm is coming up. So, if there's people there.

Mr. Scheerer: Well, realistically I think they can lower the range on that. It just depends on what you want. You could probably reduce the range.

Mr. Flint: And then people would be running into the gates.

Mr. Scheerer: Yes, it's kind of hard to determine.

Mr. Greenstein: We will continue to see what we can do to keep non-residents from using that entrance.

Mr. Flint: The Watson Court Park.

Mr. Scheerer: The Watson Court Park, we've already done some preliminary work. We removed some excess concrete; we've replaced one of the panels there. I did get a proposal from



Yellowstone to install some butterfly friendly plants in the amount of \$6,519.25 and that includes the irrigation.

Ms. Hobbs: That's all we are planting, right? Does that include the grass?

Mr. Scheerer: That's everything as far as I know.

Ms. Hobbs: That's everything.

Mr. Scheerer: It was \$6,500.

Ms. Hobbs: But that wasn't just on the butterfly plants?

Mr. Scheerer: No, it's not. It's the entire park area that we looked at.

Mr. Greenstein: So, basically the landscape design and implementation is \$6,500 plus whatever else.

Mr. Scheerer: Yes.

Mr. Greenstein: Okay, I say we go forward with this fiscal year right now.

Mr. Dryburgh: So, \$6,500 with irrigation.

Mr. Scheerer: The proposal is for \$6,519.25 and includes irrigation parts.

Ms. Hobbs: Does that also include benches.

Mr. Scheerer: No benches.

Mr. Goldstein: You can have him bring back a quote for that at the next meeting.

Mr. Greenstein: Yes, get a quote for the benches.

Mr. Goldstein: Or if you want to, you can delegate if he's got a number in his head, you can delegate.

Mr. Flint: Do you have the concrete pads down?

Mr. Sheerer: We have the pads already there, so we would just need to. They are probably about \$800 a piece. Those are the commercial benches, the recycled plastic benches.

Mr. Goldstein: If you want two, I would delegate up to \$2,000. If there's 3, up to \$3,000.

Mr. Harding: Not to exceed \$2,000 for two benches.

Mr. Dryburgh: We're not going to have maintenance on those benches, so that's going to save us money.

Mr. Goldstein: Well, you are going to have some maintenance. If something looks broken or something is wrong with it.

Mr. Scheerer: I'll bring you some pictures. They are very nice.

Mr. Greenstein: One question about engineering. At one point someone said that the irrigation line was on the other side of the street and we may have to connect.

Mr. Scheerer: We don't have to.

Mr. Greenstein: Very good. I wanted to make sure.

Mr. d'Adesky: For the motion you could do it in one go to approve the \$6,519.25 and then an additional \$2,000 for benches.

On MOTION by Ms. Hobbs, seconded by Mr. Dryburgh, with all in favor, Action Items New Benches and Landscaping not to exceed \$8,519.25, were approved.
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Mr. Flint: Steve was asked to look at the possibility of a 4 way stop at Tradition Blvd. Also, to look at a location in Reunion West as well. I spoke with Xabier earlier today. He did confirm that the County requires a warrant study to install 4 way stops. Xabier, can you hear us?

Mr. Guerricogoitia: Yes, I can.

Mr. Flint: Do you want to give the Board an update on the information you have regarding the 4 way stop?

Mr. Guerricogoitia: Yes, absolutely. The County does require a warrant study to change the configuration of the intersection to a 4 way stop. The same as they would for a signal. It's a simpler process, but it still has to go through the analysis process to get County approval.

Mr. Flint: Do you have an estimate on what?

Mr. Guerricogoitia: I'm working on that. I requested one and I've not gotten a ball park number yet. As soon as I have that, George, I'll forward it to you.

Mr. Flint: Without that, I'm not sure that the Board can take action. We can bring it back at the next meeting.

Mr. Greenstein: Quite honestly, I think the conditions are a little different right now on the West side. I would start to process and they have to have two separate studies anyway.

Mr. Flint: You're not going to get a better price if you do them both together. You would still need to have the two separate studies.

Mr. Greenstein: Okay.

Mr. Flint: The parking issue, I think that expands into the larger issue of what Andrew covered under his report regarding a towing policy. Unless the Board wants to discuss a specific

issue, I think it falls under the towing policy that we are going to be bringing back. So, we will keep that as in process and bring back a proposed rule at the next meeting addressing parking and towing. Alan indicated that the keypad has been removed at the Old Lake Wilson Rd. gate.

Mr. Harding: Did they also remove that little round camera thing?

Mr. Scheerer: Yes, we will have to maybe paint that to make it look a little prettier. But that sign should cover where the holes are from the camera.

Mr. Flint: The Patriots Landing's small retention pond clean up, Alan.

Mr. Scheerer: Yellowstone, myself, and Steve Boyd went over and we've looked at that particular pond. There is an outfall there that drains into an adjacent wetland. Steve's recommendation on that is make sure that the outfall and the subsequent pipe that enters into the wetland are free and clean. Yellowstone took care of that at no cost to the District. They just cleaned it all up and it's all exposed. We really never had a drainage problem there to begin with. Then Steve recommended that we go in and remove any of the invasives and we do have some Willows, Pepper Trees and some dead Wax Myrtles that are around there. I got with Jarvis estimating, they've done work for us in the past, just waiting on a cost from them. They told me as recently as yesterday that they need to make another site visit to make sure that they walk the whole thing one last time to get me a price. Steve didn't say that we need to do anything more than that at this time, but I'm sure the homeowner will have something to say. I think it's a good start and we will get a lot of that brush out directly from behind their home. I'll bring a number back to the Board.

Mr. Greenstein: You had mentioned the possible cost might be?

Mr. Scheerer: I'm conservative, so \$5,000 to \$10,000 maybe. It's all hand work. They do have a mulching device that they can bring in on a piece of equipment and it will just grind that stuff up, but we want it removed as well. Then we need to have any stump treatments so it doesn't come back.

Mr. Greenstein: I don't think we could have been any more responsive. Do you know what the adjacent area was when they bought the property?

Mr. Harding: I can't remember right now.

Ms. Hobbs: It's always been there ever since I've lived there in their area.

Mr. Scheerer: That's what I said, it's always been there.

Ms. Hobbs: It's kind of been a messy conservation wilderness area.

Mr. Scheerer: We will continue to work on it.

Mr. Flint: The dog park.

Mr. Goldstein: We had to push 30 days on that. I canceled the meeting with them two weeks ago because I had something come up. We will go for next month.

Mr. Dryburgh: Tying into that, I've got a question for you. A couple meetings ago I mentioned that we have plenty of dog parks, but we have no playgrounds in the East side for the children.

Mr. Goldstein: He's going to do a dog park and play ground. We've actually changed it because that's what I'm going to ask him to look at.

Mr. Flint: So, we will change it to dog park/playground.

Mr. Greenstein: Steve, who are you talking to?

Mr. Goldstein: Tim Campbell, he's the original architect designer. We were going to meet and then he was going to make some other suggestions. We will go from there, unless you guys have anybody else that I should meet with that you've worked with anywhere else?

Mr. Flint: Well, I can tell you playground installers because we've installed playgrounds.

Mr. Goldstein: I'll get with you next week.

Mr. Flint: Just take whatever you think it's going to cost and multiply it by 10.

Mr. Scheerer: Then if you want to sound structure. It's a lot of money.

Mr. Flint: We have a lot of dog parks in our communities too, we can provide information. Item 13 Master POA advised vehicle to designate at main gate. I don't know if that's John or who is following up on that. Contacting Google to try to get them to re-designate the automated gate as restricted access, that falls out of our court. It really shouldn't be on this list, but we put it on here. The repainting, I think that's complete. The speed monitor sign pole is black.

Mr. Scheerer: Then there was a request to get a price to replace the galvanized sign post that remains throughout Reunion. I sent Mark this as soon as I got it. There are approximately 44 poles. So, you would have to remove and install 44 poles then you have to have the pineapples that go on top. You have to buy the decorative street ID markers for each one for a total of \$34,158.

Mr. Greenstein: You pointed out the street IDs. Why would there be any street connection to it if it's just this traffic pole?

Mr. Scheerer: Well, there isn't any when it comes to the speed limit or directional signs like that we have currently in place, but every corner has a post and then a minimum of at least two street IDs that need to go on it. The street comes to a total of 28.

Mr. Greenstein: So, 28 are actually corner significant.

Mr. Scheerer: Yes, the galvanized posts.

Mr. Greenstein: Okay, what we will do it when we get a chance, we will drive around and see how big of a problem this is. Because this was strictly an aesthetic thing.

Mr. Goldstein: I knew when you guys brought it up last time it was going to be this.

Mr. Greenstein: That's crazy.

Mr. Flint: That's standard for these decorative poles.

Mr. Scheerer: And know that this is installed. So there is a cost in here of a \$100 to remove and install of \$185.

Mr. Greenstein: A street corner, people see it. I drive around now and they really look great, they shine. You put up new traffic signs, stop signs, yield signs and the gold pineapple thing at the top. It's very nice. That's what the developer put in here and it's tough. You want uniformity. It's like on the monuments on the West side. We are doing the same thing that we did on the East side. So, maybe we can prioritize it.

Mr. Scheerer: Well, if you've been to the Terraces for example. When the Terraces were built it renigged on their payment to Fausnight with the decorative poles. So, Phil took them all out and put in the galvanized posts because the contract never paid them for them. So, that's what happened. I can't speak for the West, but I know for a fact what happened at the Terraces because all that happened right after I was brought on board and I got to meet Phil then. That's kind of what happened and that's why the Terraces have galvanized posts and not the decorative posts. So, that takes care of that, but I don't know why it was done that way on the West.

Mr. Greenstein: But there weren't that many on the West.

Mr. Scheerer: Phil is a great guy. He really does good work. But they never paved it, so he pulled them out.

Mr. Greenstein: On the West, I only noticed one pole and it's in Tradition.

Mr. Scheerer: We found every galvanized pole, that's East and West combined.

Mr. Flint: So, that would be a shared cost.

Mr. Greenstein: Yes.

Mr. Scheerer: A majority of these are on West side.

Mr. Greenstein: I would think street corner poles should be uniform. It wasn't street corner poles that first caught our eye, it was the traffic sign poles. We could possibly find another alternative. I'm sure if I went to Home Depot or Lowes, I'd find something.

Mr. Flint: They have round aluminum pole 3-inch diameter.

Mr. Scheerer: Yes, that is what I was going to suggest.

Mr. Flint: Then paint it black.

Mr. Greenstein: They will blend in better. I just don't like construction quality or construction sign perforated with the holes so you can stick a bolt in at any height.

Mr. Scheerer: We can talk more.

Mr. Greenstein: Next item.

Mr. Flint: We lost Andrew, I was going to talk to him about the crosswalk in front of Heritage, but I can call him after the meeting. So, that's all we have in the action items for the East. We'll add also the request from the Resort on the crosswalk and I'll get with the District Engineer on that.

Mr. Greenstein: Sounds good.

## **ii. Approval of Check Register**

Mr. Flint: I can answer any questions on the check register. If there are no questions, I would ask for a motion to approve.

On MOTION by Mr. Greenstein, seconded by Mr. Harding, with all in favor, Approval of Check Register in the amount of \$579,878.82, was approved.

## **iii. Balance Sheet and Income Statement**

Mr. Flint: You have the unaudited financial statement through March 31<sup>st</sup>. If there's any questions, we can discuss those.

## **iv. Status of Direct Bill Assessments**

Mr. Flint: We have a couple that are due in May that have now been paid. I need to check on EHOF. I think we have received the balance.

Mr. Greenstein: That would tie in with the hospital bill, right?

Mr. Flint: Yes, we got it before. I believe we got it in before May 1<sup>st</sup>, but it's just now reflected in here. Because they were closing on the hospital park and they wanted to hold off on payment to closing and ended up paying the February fees separate. Then the balance was paid at closing. I'm fairly confident that we have gotten the rest of that paid. You can see they paid the February on April 25<sup>th</sup>, but the closing kept getting pushed. Any questions on the direct bills?

**v. Presentation of Number of Registered Voters - 444**

Mr. Flint: The number of registered voters is at 444. That doesn't have a lot of relevance for the District. We are required to announce that each year.

Mr. Dryburgh: What is the West side?

Mr. Flint: They are at 101, I believe.

Mr. d'Adesky: If you guys ever get up into the thousands then we can talk about incorporation.

Mr. Dryburgh: With new apartments coming on the West side, they would be registered voters. Would they not?

Mr. Flint: They can be, yes. That will push it over. The issue is they needed to be at 250 this year to be on that transitional seat next year because of the timing with the Supervisor of Elections and getting seats on the ballot.

Mr. Greenstein: Then it will be 2021.

Mr. Flint: We've had in other communities when apartments are constructed like West side and number of registered voters sky rocket.

Mr. Goldstein: Of course, the issue is then you have to make sure that you find or have folks who are willing to come in and perform that role. It's hard to find folks that have the time and dedication.

Mr. Flint: In November of 2020 you will still have a landowner election. You won't have any general election seats. So, it will be 2022 before the first recess at this point.

**EIGHTH ORDER OF BUSINESS**

**Other Business**

Hearing none, moving to next item.

**NINTH ORDER OF BUSINESS**

**Supervisor's Requests**

Mr. Dryburgh: One thing, the safety of walking around is still in the same compacity as it was when Anna fell and broke her tooth and cheek bone. I think we've addressed our issue, but we continue to have a very lackadaisical approach from both Reunion as well as from the Master HOA. Can we at least reach out to them and say, "Hey, just a reminder, you guys have not been fixing the cement in the areas people walk?" I know we've had people come in here and complain about it. We've always dusted it off because it's not our problem, but it is our problem. Those of us that live here have to deal with it and someone else is going to get hurt. Whether it be us that gets sued or whether it's the HOA, it's expensive. The cost of repairing it is minimal and we've got a guy here who knows a guy who can fix it.

Mr. Scheerer: We've been doing it on our property.

Mr. Dryburgh: I've mentioned it to Kevin and it has not happened. I've mentioned it to the golf course where there are broken areas where people are going to get hurt and they are very significant.

Mr. Goldstein: Well, that's on the record for them. So, they are exposed.

Mr. Dryburgh: We should reach out.

Mr. Flint: One of those associations may hold more weight than the CDD would to compel them. The trip and fall you are referring to is the CDDs.

Mr. Dryburgh: I know, we fixed ours.

Mr. Flint: We repaired that one. Right next to it you have another issue that's not ours and we did have the conversation with Kevin.

Mr. Scheerer: We did a bunch on the West and we are working on the East.

Ms. Hobbs: The path that is behind Heritage Crossing, that runs along Old Lake Wilson Rd, that path? Then there's a golf cart path next to the walking path.

Mr. Scheerer: There's a unique line of separation by Seven Eagles, is that the one she's referring to?

Ms. Hobbs: Yes.

Mr. Scheerer: Where the Seven Eagles last condo unit up to the bridge is CDD, but everything on Old Lake Wilson Road is the golf course. That was addressed at the time of the fall when Mr. Dryburgh's friend fell. We addressed it with the golf course and everybody at that time. I can't tell you if it's still that way.

Ms. Hobbs: Yes, it's still that way.



Mr. Scheerer: I've had a conversation about the Terraces and they have sidewalks that they haven't repaired. We will continue to fix sidewalks. It's expensive, but we do a lot of them.

Mr. d'Adesky: In another community I will not name that's near here, it's gotten up to \$30,000 in settlements just in the last four cases, and that's settling it.

Mr. Scheerer: Just a request to talk with your fellow homeowners, tell them to put the umbrellas down at the swimming pools when they leave. During that storm that blew through here Sunday night I lost about a dozen umbrellas and they are not cheap. I know it was a nasty storm, but I didn't realize until Monday morning and all of the pools were a mess. We are all on clean up duty and I saw Yellowstone taking care of the boulevard. We had pool furniture in the pool. The big thing is you are dropping \$200 or \$300 on an umbrella and you've got a dozen umbrellas and they don't close them. So, I did talk with Yellowstone and their staff to make sure that they are closing them in the mornings. But in the afternoons and the evenings when everybody is enjoying them, that's usually when we are going to get these storms.

Mr. Dryburgh: Would it make sense to put a sign up?

Mr. Scheerer: We could glue a sign on the table. It's kind of tacky, but we've done it before.

Mr. Dryburgh: We're paying for maintenance by Reunion now, why could they not?

Mr. Scheerer: We're not, we use Yellowstone. They provide our pool cleaning services.

Mr. Dryburgh: How often do you guys go to the pools.

Mr. Scheerer: Every day.

Mr. Dryburgh: What would be the possibility to have them go out?

Mr. Goldstein: Reunion is doing the pools themselves now. Yellowstone's not been doing it.

Mr. Scheerer: But that's their pools.

Mr. Greenstein: A little card, a little sign that's laminated plastic. Nothing fancy. Go to a UPS store and just attach it to it. I think most people would follow the directions if they know.

## **TENTH ORDER OF BUSINESS**

## **Adjournment**

On MOTION by Mr. Harding seconded by Mr. Greenstein with all in favor the meeting adjourned at 1:58 p.m.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

## RESOLUTION 2019-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2019/2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Reunion East Community Development District ("**District**") prior to June 15, 2019, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT:**

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 15, 2019

HOUR: 1:00 p.m.

LOCATION: Heritage Crossing Community Center  
7715 Heritage Crossing Way  
Reunion, FL 34747

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Osceola County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

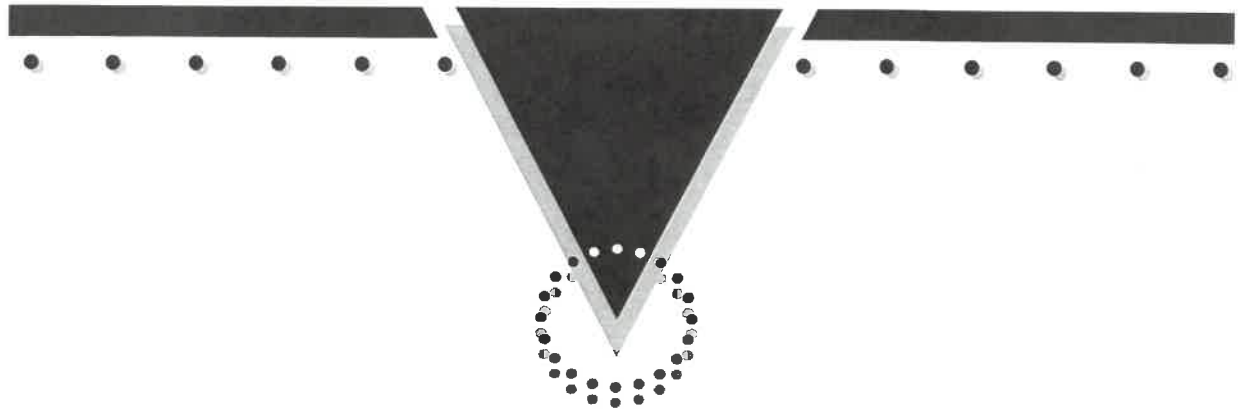
**PASSED AND ADOPTED THIS 13<sup>TH</sup> DAY OF JUNE, 2019.**

ATTEST:

**REUNION EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**Reunion East**  
**Community Development District**  
**Proposed Budget**  
**FY 2020**



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**Reunion East**  
**Community Development District**  
**Proposed Budget**  
**General Fund**  
**Fiscal Year 2020**

Description	Adopted Budget FY2019	Actual thru 3/31/19	Projected Next 6 Months	Total thru 9/30/19	Proposed Budget FY2020
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**Revenues**

Special Assessments - Tax Collector	\$1,092,735	\$978,963	\$213,772	\$1,092,735	\$1,092,735
Special Assessments - Direct	\$922,677	\$465,008	\$457,669	\$922,677	\$922,677
Interest	\$250	\$687	\$313	\$1,000	\$250
Miscellaneous Income	\$4,771	\$7,898	\$4,374	\$12,271	\$4,771
Rental Income - Base	\$0	\$0	\$0	\$0	\$0
Rental Income - Operating Expenses/CAM	\$0	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$2,020,433</b>	<b>\$1,352,556</b>	<b>\$676,127</b>	<b>\$2,028,683</b>	<b>\$2,028,434</b>

**Expenditures**

**Administrative**

Supervisor Pay	\$12,000	\$8,000	\$6,000	\$12,000	\$12,000
FICA	\$918	\$459	\$459	\$918	\$918
Engineering	\$15,000	\$5,302	\$6,698	\$12,000	\$15,000
Attorney	\$35,000	\$16,100	\$15,900	\$32,000	\$35,000
Trustee Fees	\$17,500	\$0	\$17,500	\$17,500	\$17,500
Arbitrage	\$3,600	\$0	\$3,600	\$3,600	\$3,600
Collection Agent	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Dissemination	\$5,000	\$3,550	\$3,500	\$7,050	\$10,000
Property Appraiser Fee	\$1,000	\$669	\$0	\$669	\$1,000
Property Taxes	\$400	\$40	\$0	\$40	\$400
Annual Audit	\$5,200	\$5,200	\$0	\$5,200	\$5,200
District Management Fees	\$44,275	\$22,137	\$18,448	\$40,585	\$44,275
Information Technology	\$2,200	\$1,100	\$3,417	\$4,517	\$2,200
Telephone	\$300	\$91	\$109	\$200	\$300
Postage	\$3,500	\$176	\$574	\$750	\$3,500
Printing & Binding	\$2,500	\$402	\$598	\$1,000	\$2,500
General Liability Insurance	\$14,800	\$13,453	\$0	\$13,453	\$14,800
Legal Advertising	\$1,500	\$193	\$1,307	\$1,500	\$1,500
Other Current Charges	\$600	\$0	\$300	\$300	\$600
Office Supplies	\$500	\$121	\$129	\$250	\$500
Travel Per Diem	\$500	\$0	\$250	\$250	\$500
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175

<b>Administrative Expenses</b>	<b>\$171,468</b>	<b>\$80,167</b>	<b>\$79,789</b>	<b>\$158,956</b>	<b>\$176,468</b>
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**Maintenance - Shared Expenses**

Field Maintenance	\$39,851	\$29,888	\$9,963	\$39,851	\$39,851 <sup>1</sup>
Management Services Agreement	\$0	\$0	\$0	\$0	\$0 <sup>2</sup>
Facility Lease Agreement	\$22,884	\$17,163	\$5,721	\$22,884	\$22,884 <sup>3</sup>
Telephone	\$4,760	\$3,517	\$1,181	\$4,698	\$4,760 <sup>4</sup>
Electric	\$330,400	\$251,141	\$83,620	\$334,761	\$341,600 <sup>5</sup>
Water & Sewer	\$44,800	\$29,953	\$10,799	\$40,752	\$44,800 <sup>6</sup>
Gas	\$43,120	\$27,752	\$11,760	\$39,512	\$43,120 <sup>7</sup>
Pool & Fountain Maintenance	\$98,000	\$82,258	\$28,560	\$110,818	\$100,800 <sup>8</sup>
Environmental	\$5,600	\$3,267	\$1,098	\$4,366	\$5,600 <sup>9</sup>
Property Insurance	\$25,620	\$23,253	\$0	\$23,253	\$25,620 <sup>10</sup>
Irrigation Repairs & Maintenance	\$8,400	\$5,603	\$1,500	\$7,103	\$8,400 <sup>11</sup>
Landscape Contract	\$434,722	\$311,301	\$91,041	\$402,342	\$434,722 <sup>12</sup>
Landscape Contingency	\$21,742	\$39,090	\$3,750	\$42,840	\$28,000 <sup>13</sup>
Landscape Consulting	\$21,840	\$20,756	\$5,460	\$26,216	\$21,840 <sup>14</sup>
Gate and Gatehouse Expenses	\$17,920	\$5,774	\$1,050	\$6,824	\$17,920 <sup>15</sup>
Roadways/Sidewalks/Bridge	\$28,000	\$9,753	\$3,750	\$13,503	\$28,000 <sup>16</sup>
Lighting	\$5,600	\$1,928	\$1,500	\$3,428	\$5,600 <sup>17</sup>
Building Repairs & Maintenance	\$22,400	\$3,969	\$1,500	\$5,469	\$14,000 <sup>18</sup>
Pressure Washing	\$11,200	\$3,752	\$7,448	\$11,200	\$19,800 <sup>19</sup>
Maintenance (Inspections)	\$980	\$545	\$434	\$979	\$980 <sup>20</sup>
Repairs & Maintenance	\$11,200	\$5,328	\$0	\$5,328	\$11,200 <sup>21</sup>
Pest Control	\$406	\$0	\$0	\$0	\$406 <sup>22</sup>
Signage	\$2,240	\$5,456	\$1,500	\$6,956	\$4,480 <sup>23</sup>
Security	\$78,400	\$56,800	\$19,600	\$78,400	\$78,400 <sup>24</sup>

<b>Total Maintenance Shared</b>	<b>\$1,280,085</b>	<b>\$940,251</b>	<b>\$291,235</b>	<b>\$1,231,486</b>	<b>\$1,302,584</b>
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**Reunion East  
Community Development District**

Proposed Budget  
General Fund  
Fiscal Year 2020

Description	Adopted Budget FY2019	Actual thru 3/31/19	Projected Next 6 Months	Total Thru 9/30/19	Proposed Budget FY2020
<u><i>Heritage Crossing Community Center</i></u>					
Landscape Maintenance	\$18,000	\$9,151	\$2,643	\$11,794	\$18,000
Telephone	\$1,500	\$1,002	\$340	\$1,342	\$1,500
Electric	\$25,000	\$9,639	\$0	\$9,639	\$25,000
Water & Sewer	\$2,500	\$1,093	\$0	\$1,093	\$2,500
Gas	\$350	\$221	\$75	\$296	\$350
Contract Cleaning	\$10,000	\$4,550	\$0	\$4,550	\$10,000
Maintenance (inspections)	\$1,250	\$1,248	\$0	\$1,248	\$1,250
Pest Control	\$0	\$0	\$0	\$0	\$0
<b>Total HC Community Center Shared</b>	<b>\$56,600</b>	<b>\$26,903</b>	<b>\$3,058</b>	<b>\$29,962</b>	<b>\$56,600</b>
<u><i>Maintenance - Direct Expenses</i></u>					
Irrigation System Operations	\$100,000	\$0	\$0	\$0	\$100,000
Contingency	\$0	\$0	\$101	\$101	\$0
Transfer Out - R&M Fund	\$412,280	\$412,280	\$0	\$412,280	\$384,782
<b>Total Maintenance Expenses</b>	<b>\$512,280</b>	<b>\$412,280</b>	<b>\$101</b>	<b>\$412,381</b>	<b>\$484,782</b>
<b>Total Expenses</b>	<b>\$2,020,433</b>	<b>\$1,459,602</b>	<b>\$373,183</b>	<b>\$1,832,784</b>	<b>\$2,020,434</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$0</b>	<b>(\$107,045)</b>	<b>\$302,944</b>	<b>\$195,899</b>	<b>\$0</b>

Net Assessments	\$2,024,761
Add: Discounts & Collections	\$129,240
Gross Assessments	\$2,154,001

**Notes:**

(1 thru 24) is 56% of the shared costs for Reunion East with the remaining 44% allocated to Reunion West.

	Shared Costs				
	FY 2019 Budget	FY 2019 Projections	Total Prop 2020 Budget	Reunion East 56%	Reunion West 44%
1 Field Maintenance	\$71,163	\$71,163	\$71,163	\$39,851	\$31,312
2 Management Services Agreement	\$0	\$0	\$0	\$0	\$0
3 Facility Lease Agreement	\$40,864	\$40,864	\$40,864	\$22,884	\$17,980
4 Telephone	\$8,500	\$8,389	\$8,500	\$4,760	\$3,740
5 Electric	\$590,000	\$597,122	\$610,000	\$341,600	\$268,400
6 Water & Sewer	\$80,000	\$72,581	\$80,000	\$44,800	\$35,200
7 Gas	\$77,000	\$70,514	\$77,000	\$43,120	\$33,880
8 Pool & Fountain Maintenance	\$175,000	\$197,889	\$180,000	\$100,800	\$79,200
9 Environmental	\$10,000	\$7,796	\$10,000	\$5,600	\$4,400
10 Property Insurance	\$45,750	\$41,524	\$45,750	\$25,620	\$20,130
11 Irrigation Repairs & Maintenance	\$15,000	\$12,938	\$15,000	\$8,400	\$6,600
12 Landscape Contract	\$776,290	\$718,468	\$776,290	\$434,722	\$341,568
13 Landscape Contingency	\$38,825	\$76,246	\$50,000	\$28,000	\$22,000
14 Landscape Consulting	\$39,000	\$46,814	\$39,000	\$21,840	\$17,160
15 Gate and Gatehouse Expenses	\$32,000	\$12,186	\$32,000	\$17,920	\$14,080
16 Roadways/Sidewalks/Bridge	\$50,000	\$24,113	\$50,000	\$28,000	\$22,000
17 Lighting	\$10,000	\$6,122	\$10,000	\$5,600	\$4,400
18 Building Repairs & Maintenance	\$40,000	\$9,766	\$25,000	\$14,000	\$11,000
19 Pressure Washing	\$20,000	\$20,000	\$35,000	\$19,600	\$15,400
20 Maintenance (inspections)	\$1,750	\$1,749	\$1,750	\$980	\$770
21 Repairs & Maintenance	\$20,000	\$9,515	\$20,000	\$11,200	\$8,800
22 Pest Control	\$725	\$0	\$725	\$406	\$319
23 Signage	\$4,000	\$12,722	\$8,000	\$4,480	\$3,520
24 Security	\$140,000	\$140,000	\$140,000	\$78,400	\$61,600
	<b>\$2,285,867</b>	<b>\$2,198,480</b>	<b>\$2,326,042</b>	<b>\$1,302,584</b>	<b>\$1,023,458</b>

**FISCAL YEAR 2020**

**Reunion East Projected EAU Administrative & Maintenance Calculation**

<b>Product Type</b>	<b>EAU</b>	<b>Units</b>	<b>Total EAU</b>	<b>% of EAU</b>	<b>Total Assessments</b>	<b>Per Unit Gross Assessments</b>
Commercial	1.00	404	404.00	6.15%	\$132,364	\$327.63
Hotel/Condo	1.00	404	404.00	6.15%	\$132,364	\$327.63
Multi-Family	1.50	2809	4213.50	64.09%	\$1,380,488	\$491.45
Single-Family	2.00	775	1550.00	23.58%	\$507,834	\$655.27
Golf	1.00	2.90	2.90	0.04%	\$950	\$327.63
		<b>4,395</b>	<b>6574.40</b>	<b>100.00%</b>	<b>\$2,154,001</b>	

**FISCAL YEAR 2019**

**Reunion East Projected EAU Administrative & Maintenance Calculation**

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		<b>4,395</b>	<b>6574.40</b>	<b>100.00%</b>	<b>\$2,154,001</b>	

**GROSS PER UNIT ASSESSMENT COMPARISON CHART**

<b>Product Type</b>	<b>FY2016 Gross Per Unit Assessments</b>	<b>FY2017 Gross Per Unit Assessments</b>	<b>FY2018 Gross Per Unit Assessments</b>	<b>FY2019 Gross Per Unit Assessments</b>	<b>FY2020 Gross Per Unit Assessments</b>	<b>Increase/ (Decrease)</b>
Commercial	\$327.63	\$327.63	\$327.63	\$327.63	\$327.63	\$0.00
Hotel/Condo	\$327.63	\$327.63	\$327.63	\$327.63	\$327.63	\$0.00
Multi-Family	\$491.45	\$491.45	\$491.45	\$491.45	\$491.45	\$0.00
Single-Family	\$655.27	\$655.27	\$655.27	\$655.27	\$655.27	\$0.00
Golf	\$327.63	\$327.63	\$327.63	\$327.63	\$327.63	\$0.00

**Reunion East**  
**Community Development District**  
General Fund Budget  
Fiscal Year 2020

**REVENUES:**

**Special Assessments – Tax Collector**

The District will levy a non-ad valorem special assessment on all taxable property within the District to fund all general operating and maintenance expenditures for the fiscal year. These assessments are billed on tax bills.

**Special Assessments – Direct**

The District will levy a non-ad valorem special assessment on all taxable property within the District to fund all general operating and maintenance expenditures for the fiscal year. The District levies these assessments directly to the property owners.

**Interest**

The District generates funds off of invested funds.

**Miscellaneous Income**

Any additional funds generated by the District.

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**EXPENDITURES:**

**Administrative:**

**Supervisor Pay**

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated \$200 per meeting, not to exceed \$4,800 per year to each Supervisor for the time devoted to District business and meetings. Amount is based on attendance of 5 Supervisors at 12 monthly Board meetings.

**FICA Expenses**

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

**Engineering**

The District's engineer, Boyd Civil Engineering, will be providing general engineering services to the District, e.g., attendance and preparation for monthly board meetings, reviewing invoices, preparation of contract specifications and bid documents, and various projects assigned by the Board of Supervisors and District Manager.

**Reunion East**  
**Community Development District**  
General Fund Budget  
Fiscal Year 2020

**Attorney**

The District's legal counsel, Latham, Shuker, Eden & Beaudine, will be providing general legal services to the District, e.g., attendance and preparation for monthly meetings, reviewing operating and maintenance contracts, etc.

**Trustee Fees**

The District issued Series 2015A, 2015-1, 2015-2 & 2015-3 Special Assessment Refunding Bonds, which are held with a Trustee at US Bank. The amount of the trustee fees is based on the agreement between US Bank and the District.

**Arbitrage**

The District is required to annually have an arbitrage rebate calculation on the District's Series 2002A-2, 2005, 2015A, 2015-1, 2015-2 & 2015-3 Bonds. The District has contracted with Grau & Associates to calculate the rebate liability and submit a report to the District.

**Collection Agent**

These are expenses related to administering the Annual Assessments on the tax roll with the Osceola County Tax Collector.

**Dissemination**

The District is required by the Securities and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues. The District has contracted with Governmental Management Services, LLC, the District's bond underwriter, to provide this service.

**Property Appraiser Fee**

Represents a fee charged by Osceola County Property Appraiser's office for assessment administration services.

**Property Taxes**

Represents estimated fees charged by the Osceola County Tax Collector's Office for all assessable property within the District.

**Annual Audit**

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. The District hired McDirmit, Davis & Co. to audit the financials records.

**Reunion East**  
**Community Development District**  
General Fund Budget  
Fiscal Year 2020

**District Management Fees**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services – Central Florida, LLC. (“Manager”) These services include, but are not limited to, advertising, recording and transcribing of Board meetings, administrative services, budget preparation, financial reporting and assisting with annual audits.

**Information Technology**

Represents costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

**Telephone**

Telephone and fax machine costs incurred by Manager.

**Postage**

Mailing of agenda packages, overnight deliveries, correspondence, etc. costs incurred by Manager.

**Printing & Binding**

Printing and binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

**General Liability Insurance**

The District's general liability and public officials' liability insurance coverage is provided by Florida Insurance Alliance (FIA) who specializes in providing insurance coverage to governmental agencies. FIA specializes in providing insurance coverage to governmental agencies.

**Legal Advertising**

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

**Other Current Charges**

Bank charges, County Assessment Fees and any other miscellaneous expenses that are incurred during the year.

**Office Supplies**

Miscellaneous office supplies.

**Travel Per Diem**

Costs for Board Members attendance at meetings.

**Reunion East**  
**Community Development District**  
General Fund Budget  
Fiscal Year 2020

**Dues, Licenses & Subscriptions**

The District is required to pay an annual fee to the Florida Department of Economic Opportunity of \$175. This is the only expense under this category for the District.

**Maintenance:**

60% of the maintenance costs are allocated to Reunion East and 40% are allocated to Reunion West during Fiscal Year 2018. The District is proposing an allocation of 56% of the maintenance costs to Reunion East and 44% to Reunion West during Fiscal Year 2019. The maintenance costs are considered shared costs between the two districts and are allocated based on the number of platted equivalent assessment units (EAUs) in each district in accordance with the Interlocal Agreement between Reunion East and Reunion West regarding the joint maintenance and reciprocal usage of facilities.

**Field Management**

The District currently has a contract with Governmental Management Services-CF, LLC to provide field management services.

**Management Service Agreement**

Management Service Agreement between the District and The Reunion Club of Orlando, LLC for management and operations of certain District facilities. Per executed agreement, fees for 2016 calendar year are eliminated.

**Facility Lease Agreement**

The District has entered into a multi-party agreement, Reunion Landscaping and Maintenance Facility Lease Agreement, with Citicommunities, LLC and Reunion West CDD. The District will be responsible for a percentage of the approximately 28% allocated to Reunion East and Reunion West per the agreement.

**Telephone**

This is for service for the pool buildings' and horse stable phone lines.

<b>Account #</b>	<b>Centurylink Service Address</b>
311194330	7621 Heritage Crossing Way
311194956	7500 Morning Dove Circle
312323516	7599 Gathering Drive
311906997	7475 Gathering Drive
425626040	1590 Reunion Boulevard

**Reunion East**  
**Community Development District**  
 General Fund Budget  
 Fiscal Year 2020

**Electric**

The District has electrical accounts with Duke Energy and OUC for the recreation facilities, streetlights and other District areas.

<b>Account #</b>	<b>Duke Energy Service Address</b>
05350 66347	7722 Excitement Dr Spkl, Reunion
05481 84194	7500 Mourning Dove Cir Bath (Terraces)
05699 66436	7477 Excitement Dr Spkl
08152 59495	1300 Reunion Blvd, Irrigation
08929 00579	900 Assembly Ct Spkl 900 Blk
09554 73426	7399 Gathering Dr, Irrigation
13564 01487	7475 Gathering Dr, Pool (Homestead Pool)
15026 22032	000 Heritage Xing Lite (98-Heritage Crossing St. Lights)
16017 33396	7500 Gathering Dr, Irrigation Timer
17197 83455	1535 Euston Dr Spkl
17349 22403	1400 Titian Ct Spkl
17441 33552	7400 Excitement Dr Security Control
22603 50590	7200 Reunion Blvd, Irr Timer
23752 82252	15221 Fairview Circle Fountain
24612 68522	00 Excitement Dr Lite Light Ph2 Pr3 (40-Patriots Landing St. Lights)
24936 47164	000 Centre Court Ridge Dr Lite (33-Centre Court Ridge St. Lights)
29830 75316	7400 Excitement Dr Lite
33595 72430	000 Seven Eagles Ct, Seven Eagles Lights (21 Tenon Conc/24 HH Trdrop 12000L)
33668 23497	1350 S Old Lake Wilson Rd (Spine Rd/Hwy 545 Gatehouse)
33785 01399	7621 Heritage Crossing Way, Pool
33933 31268	7300 Mourning Dove Cir, Irrigation (Terraces)
34570 89532	7700 Osceola Polk Line Rd, Irrg. Timer
36942-43567	1590 Reunion Blvd, Horse Stable
38275 58442	7421 Devereaux St Spkl
38751 20196	7600 Tradition Blvd, Irrigation Meter A
41812 50273	7477 Gathering Dr Spkl
44278-43387	7715 Heritage Crossing Way, Clubhouse
55539 91473	7600 Heritage Crossing Way Pump
59862 73513	7500 Seven Eagles Way Spkl
65222 56575	7693 Heritage Cross. Way Poolhouse
68727 88500	1400 Reunion Blvd Spkl, Irrigation
68791 86264	000 Whitmarsh Way Lite (94-Masters Landing, Legends Corner St. Lights)
68900 18289	7585 Assembly Ln, Pool (Carriage Pointe)



**Reunion East**  
**Community Development District**  
 General Fund Budget  
 Fiscal Year 2020

<b>Account #</b>	<b>Duke Energy Service Address</b>
74202 21313	7500 Mourning Dove Cir Irrig (Terraces)
77166 33105	000 Old Lake Wilson Rd Lite, Ph2 Parcel 13
77412 10389	0 Old Lake Wilson Rd Lite Ph2 Prcl 1A (26-Excitement Dr. St. Lights)
79838 47399	1300 Seven Eagles Ct, Fountain
80748 99057	0 Old Lake Wilson Rd Lite PH1 Prcl 1 (112-Homestead St. Lights)
82014 88555	7427 Sparkling Ct Spkl
82133 02524	7700 Linkside Loop Spkl
90531 74565	0 Old Lake Wilson Rd Lite PH2 Prcl 1 (10-Excitement Dr. St. Lights)
92541 35155	7755 Osceola Polk Line Rd, Gatehouse (Main Gatehouse)
92906 18477	7600 Tradition Blvd, Irrigation Meter C
95096 13119	700 Desert Mountain Ct Lift
04868 87236	000 Reunion Blvd Traditions Blvd (30-Traditions Blvd St. Lights)
33100 16279	000 Reunion Blvd Par78 (Grand Traverse Pkwy) (69-Westside of RW Streets)
64824 62462	7800 Tradition Blvd Irrig Meter B
92245 38200	300 Sinclair Rd Irrig Meter A
97194 91147	7800 Tradition Blvd Irrig Meter A

<b>Account #</b>	<b>OUC Service Address</b>
76305-72865	7855 Osceola Polk Line Rd
95820-59007	Sinclair Rd

**Water & Sewer**

The District has accounts with Toho Water Authority for water and wastewater services to the pools, pool buildings, guardhouses, horse stables and other District areas.

<b>Account #</b>	<b>Toho Water Authority Service Address</b>
2000680-818450	7755 Reunion Blvd Guardhouse
2000680-823950	7300 Osceola Polk Line Rd Bldg 1
2000680-823960	7300 Osceola Polk Line Rd Bldg 2
2000680-887520	7475 Gathering Dr Pool
2000680-888050	7621 Heritage Crossing Way PoolB
2000680-888070	7693 Heritage Crossing Way Pool
2000680-888280	7585 Assembly Ln Pool
2000680-892560	1590 Reunion Blvd, Stable
2000680-897400	7700 Osceola Polk Line Rd
2000680-925360	7500 Mourning Dove Cir Irrig
2000680-940460	7500 Mourning Dove Cir Bath
2000680-942790	1350 S Old Lake Wilson Rd Grdhouse
2007070-942780	700 Tradition Blvd Guardhouse



**Reunion East**  
**Community Development District**  
General Fund Budget  
Fiscal Year 2020

**Gas**

This item represents utility service costs for gas service at the community pools. The District has accounts with TECO and Infinite Energy for this service.

<b>Account #</b>	<b>Infinite Energy Service Address</b>
1715158842	Heritage Crossing Pool A
2007210430	Heritage Crossing Pool B
5752592741	Homestead Pool
5948185633	Carriage Point Pool

<b>Account #</b>	<b>Teco Peoples Gas Service Address</b>
211010319849	7693 Heritage Crossing Way
211010400144	7621 Heritage Crossing Way
211010400342	7585 Assembly Ln
211010400532	7475 Gathering Dr

**Pool & Fountain Maintenance**

Scheduled maintenance consists of regular cleaning and treatments of pools and fountains, cleaning of pool buildings and emergency phones. Pools are maintained in accordance to Osceola County Health Department codes.

**Environmental**

The District currently has a contract with Applied Aquatic Management Inc., which provides lake maintenance to all the lakes inside the Reunion East and West CDDs. These services include monthly inspections and treatment of aquatic weeds and algae, herbicide spraying, and algae control and removal. The amount also includes unscheduled maintenance. In addition, there are budgeted cost for the future treatment and maintenance of Conservation Areas Easements including Wetland Preservation, Upland Preservation, and Upland Buffers of approximately 294 acres.

**Property Insurance**

Represents the District's share of the annual coverage of property insurance. Coverage is provided by Florida Insurance Alliance.

**Irrigation Repairs & Maintenance**

Represents the District expense for maintenance of the irrigation system.

**Reunion East**  
**Community Development District**  
General Fund Budget  
Fiscal Year 2020

**Landscape Contract**

The District currently has a contract with Yellowstone Landscape for scheduled maintenance consisting of mowing, edging, blowing, applying pest and disease control chemicals to sod, mulching once per year, applying fertilizer and pest and disease control and chemicals.

**Landscape Contingency**

Represents estimated costs for any additional landscape maintenance not covered/outlined in the contract with Yellowstone Landscape.

**Landscape Consulting**

Represents costs to provide consulting services that would include managing all aspects of the landscape program. Amount based on proposal by SunScape Consulting, Inc.

**Gate & Gatehouse Expenses**

Amounts based upon estimated expenditures for any repairs and maintenance to entry gates and gatehouse.

**Roadways/Sidewalks/Bridge**

Represents estimated expenditures for any maintenance of roadways, sidewalks and bridge. A portion of amount is based on proposal from Don Bo, Inc. for sidewalk grinding and replacement.

**Lighting**

Represents costs for lighting repair scheduled during the fiscal year.

**Building Repairs & Maintenance**

Repairs for properties covered under the Management Services Agreement.

**Pressure Washing**

Estimated cost to pressure wash certain buildings and guardhouses owned by the District. Amount is based on a proposal by AB Pressure Washing.

**Maintenance (Inspections)**

Represents quarterly sprinkler inspections, annual fire backflow and domestic backflow inspections and any unforeseen repairs at the Horse Stables.

**Repairs & Maintenance**

Represents estimated costs for any unforeseen repairs and maintenance to the common areas.

**Reunion East**  
**Community Development District**  
General Fund Budget  
Fiscal Year 2020

**Pest Control**

Represents monthly and quarterly pest services as well as quarterly termite services for the Horse Stables.

**Security**

Security services throughout the District facilities. Costs are based upon the actual security agreements with the District.

**Heritage Crossing Community Center**

**Landscape Maintenance**

Scheduled maintenance consists of mowing, edging, blowing, applying pest and disease control chemicals to sod, mulching once per year, applying fertilizer and pest and disease control and chemicals.

**Telephone**

This item represents utility service for the Community Center's fire alarm phone lines and the emergency phone lines. Centurylink provides this service.

**Electric**

This item represents utility service for electric service to the Community Center. The District has an electrical account with Duke Energy for this service.

<b>Account #</b>	<b>Duke Energy Service Address</b>
44278-43387	7715 Heritage Crossing Way, Clubhouse

**Water & Sewer**

This item represents utility service for water and waste water provided by Toho Water Authority.

<b>Account #</b>	<b>Toho Water Authority Service Address</b>
2000680-892820	7715 Heritage Crossing Way, Clubhouse

**Gas**

This item represents utility service costs for gas service for the Community Center by TECO.

<b>Account #</b>	<b>Teco Peoples Gas Service Address</b>
211010400771	7715 Heritage Crossing Way - HC Comm Ctr

**Reunion East**  
**Community Development District**  
General Fund Budget  
Fiscal Year 2020

**Maintenance (Inspections)**

Represents quarterly sprinkler inspections and annual fire backflow and domestic backflow inspections at the Community Center.

**Pest Control**

Represents monthly and quarterly pest services as well as quarterly termite services for the Community Center.

**Maintenance – Direct Expenses**

**Irrigation System Operations**

Represents estimated net operating expenses for irrigation system serving CDD and POA common areas and Golf Course.

**Transfer Out – R&M Fund**

Represents proposed amount to transfer to Replacement & Maintenance Fund.

**Reunion East**  
**Community Development District**  
**Proposed Budget**  
**Replacement & Maintenance Fund**  
**Fiscal Year 2020**

Description	Proposed Budget FY2019	Actual thru 3/31/19	Projected Next 6 Months	Total thru 9/30/19	Proposed Budget FY2020
<b>Revenues</b>					
Transfer In	\$412,280	\$412,280	\$0	\$412,280	\$384,782
Interest	\$10,000	\$33,248	\$21,752	\$55,000	\$25,000
<b>Total Revenues</b>	<b>\$422,280</b>	<b>\$445,528</b>	<b>\$21,752</b>	<b>\$467,280</b>	<b>\$409,782</b>
<b>Expenditures</b>					
Building Improvements	\$100,800	\$15,455	\$0	\$15,455	\$117,600 <sup>1</sup>
Fountain Improvements	\$14,000	\$0	\$0	\$0	\$14,000 <sup>2</sup>
Gate/Gatehouse Improvements	\$0	\$3,244	\$0	\$3,244	\$5,600 <sup>3</sup>
Monument Improvements	\$14,000	\$0	\$0	\$0	\$14,000 <sup>4</sup>
Pool Furniture	\$6,720	\$9,383	\$0	\$9,383	\$8,400 <sup>5</sup>
Pool Repair & Replacements	\$22,400	\$4,650	\$0	\$4,650	\$47,600 <sup>6</sup>
Lighting Improvements	\$4,480	\$0	\$0	\$0	\$4,480 <sup>7</sup>
Landscape Improvements	\$75,600	\$28,157	\$47,443	\$75,600	\$140,000 <sup>8</sup>
Roadway Improvements	\$5,600	\$34,286	\$0	\$34,286	\$8,680 <sup>9</sup>
Signage	\$36,400	\$22,869	\$0	\$22,869	\$28,000 <sup>10</sup>
Signalization	\$0	\$85,624	\$0	\$85,624	\$0 <sup>11</sup>
<b>Total Expenditures</b>	<b>\$280,000</b>	<b>\$203,668</b>	<b>\$47,443</b>	<b>\$251,111</b>	<b>\$388,360</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$142,280</b>	<b>\$241,860</b>	<b>(\$25,691)</b>	<b>\$216,169</b>	<b>\$21,422</b>
<b>Fund Balance - Beginning</b>	<b>\$2,909,272</b>	<b>\$2,821,236</b>	<b>\$0</b>	<b>\$2,821,236</b>	<b>\$3,037,405</b>
<b>Fund Balance - Ending</b>	<b>\$3,051,552</b>	<b>\$3,063,096</b>	<b>(\$25,691)</b>	<b>\$3,037,405</b>	<b>\$3,058,827</b>

**Notes:**

(1 thru 11) is 56% of the shared costs for Reunion East with the remaining 44% allocated to Reunion West.

Shared Costs					
	FY 2019 Budget	FY 2019 Projections	Total Prop 2020 Budget	Reunion East 56%	Reunion West 44%
1 Building Improvements	\$180,000	\$27,599	\$210,000	\$117,600	\$92,400
2 Fountain Improvements	\$25,000	\$0	\$25,000	\$14,000	\$11,000
3 Gate/Gatehouse Improvements	\$0	\$5,793	\$10,000	\$5,600	\$4,400
4 Monuments Improvements	\$25,000	\$0	\$25,000	\$14,000	\$11,000
5 Pool Furniture	\$12,000	\$16,755	\$15,000	\$8,400	\$6,600
6 Pool Repair & Replacements	\$40,000	\$8,304	\$85,000	\$47,600	\$37,400
7 Lighting Improvements	\$8,000	\$0	\$8,000	\$4,480	\$3,520
8 Landscape Improvements	\$135,000	\$135,000	\$250,000	\$140,000	\$110,000
9 Roadway Improvements	\$10,000	\$61,225	\$15,500	\$8,680	\$6,820
10 Signage	\$65,000	\$40,838	\$50,000	\$28,000	\$22,000
11 Signalization	\$0	\$152,900	\$0	\$0	\$0
	<b>\$500,000</b>	<b>\$448,413</b>	<b>\$693,500</b>	<b>\$388,360</b>	<b>\$305,140</b>

**Reunion East**  
**Community Development District**  
**Proposed Budget**  
**Replacement & Maintenance Fund**  
**Fiscal Year 2020**

FY2019 Remaining Projected Expenses		Amount
<b>Building Improvements</b>		
HUFCOR	Recover 46 Panels & 4 Pocket Doors	\$37,950
Jurin Roofing Services	Roof Replacement - Seven Eagles	\$142,023
		<b>\$179,973</b>
<b>Fountain Improvements</b>		
	2 Fountains - Grand Traverse	\$21,120
		<b>\$21,120</b>
<b>Landscape Improvements</b>		
Frank Garcia Landscaping	Trimming of 20 Medjool Palms	\$9,500
Yellowstone Landscaping	Plant Installation/Mulch/Tree Pruning/Sod - Horse Stables	\$68,800
Sunscape Consulting, inc.	8.5%Fee Project Management Fee & Design Fee - Horse Stables	\$8,848
		<b>\$87,148</b>

FY2020 Proposed Expenses		Amount
<b>Building Improvements</b>		
	Ballroom Flooring Renovation	\$40,000
Jurin Roofing Services	Roof Replacement - Heritage Crossing Way	\$162,064
		<b>\$202,064</b>
<b>Landscape Improvements</b>		
Enviro Tree Service	Hardwood Pruning - Tree Removal	\$9,775
Enviro Tree Service	Hardwood Pruning - Tree Removal	\$14,200
Sunscape Consulting, inc.	Landscape Improvements/Consulting Fees	\$106,523
Yellowstone Landscaping	Excitement Drive Elm Removals	\$8,032
Yellowstone Landscaping	Gathering Drive/Linear Park Roadway Plant Upgrade	\$31,878
Yellowstone Landscaping	Heritage Crossing Plant Upgrade	\$38,056
Yellowstone Landscaping	Homestead Jasmine Replacement	\$2,055
Yellowstone Landscaping	Main Entrance Palm Replacement	\$12,476
Yellowstone Landscaping	Reunion Blvd & 532 Juniper Replacement	\$7,268
Yellowstone Landscaping	Reunion Traffic Circle Jasmine Replacement	\$3,628
Yellowstone Landscaping	Terraces Pool Plant Upgrades	\$6,459
		<b>\$240,349</b>
<b>Pool Furniture</b>		
JNJ Home Services	30 Sling Chaise Lounge/24 Sling Dining Chairs/6 - 48" Tables	\$14,040
		<b>\$14,040</b>
<b>Pool Repair &amp; Replacement</b>		
Spies Pool	Heritage Crossing A Wading Pool Resurfacing	\$5,295
Spies Pool	Heritage Crossing B Spa Resurfacing	\$6,587
Spies Pool	2 Pool Heaters - \$4,152 per Heater	\$8,304
Spies Pool	Heritage Crossing B Pool Resurfacing	\$29,015
Spies Pool	Heritage Crossing A Pool Resurfacing	\$30,882
		<b>\$80,083</b>
<b>Roadway Improvements</b>		
Heritage Service Solutions LLC	Painting of 4 Roadway Bridges	\$15,050
		<b>\$15,050</b>
<b>Signage</b>		
Heritage Service Solutions LLC	Purchase & Installation of 44 Street Signs	\$34,160
		<b>\$34,160</b>

**Reunion East**  
**Community Development District**  
**Proposed Budget**  
**Series 2015A Debt Service**  
**Fiscal Year 2020**

Description	Adopted Budget FY2019	Actual thru 3/31/19	Projected Next 6 Months	Total thru 9/30/19	Proposed Budget FY2020
<b>Revenues</b>					
Special Assessments	\$2,568,595	\$2,062,281	\$506,314	\$2,568,595	\$2,568,595
Interest Income	\$100	\$9,915	\$2,585	\$12,500	\$1,000
Carry Forward Surplus	\$841,825	\$860,406	\$0	\$860,406	\$843,851
<b>Total Revenue</b>	<b>\$3,410,520</b>	<b>\$2,932,601</b>	<b>\$508,899</b>	<b>\$3,441,501</b>	<b>\$3,413,446</b>
<b>Expenditures</b>					
Interest Expense 11/01	\$666,325	\$666,325	\$0	\$666,325	\$641,025
Principal Expense 05/01	\$1,265,000	\$0	\$1,265,000	\$1,265,000	\$1,320,000
Interest Expense 05/01	\$666,325	\$0	\$666,325	\$666,325	\$641,025
<b>Total Expenses</b>	<b>\$2,597,650</b>	<b>\$666,325</b>	<b>\$1,931,325</b>	<b>\$2,597,650</b>	<b>\$2,602,050</b>
<b>EXCESS REVENUES</b>	<b>\$812,870</b>	<b>\$2,266,276</b>	<b>(\$1,422,426)</b>	<b>\$843,851</b>	<b>\$811,396</b>

11/1/2020 Interest \$614,625

Net Assessments \$2,568,595  
Add: Discounts & Collections \$163,953  
Gross Assessments \$2,732,548

**Reunion East**  
**Community Development District**  
 Series 2015A Special Assessment Refunding Bonds  
 Debt Service Schedule (Term Bonds Due Combined)

**AMORTIZATION SCHEDULE**

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/19	\$25,920,000.00	\$0	\$ 641,025.00	\$641,025
05/01/20	\$25,920,000.00	\$1,320,000	\$ 641,025.00	
11/01/20	\$24,600,000.00	\$0	\$ 614,625.00	\$ 2,575,650.00
05/01/21	\$24,600,000.00	\$1,375,000	\$ 614,625.00	
11/01/21	\$23,225,000.00	\$0	\$ 580,250.00	\$ 2,569,875.00
05/01/22	\$23,225,000.00	\$1,450,000	\$ 580,250.00	
11/01/22	\$21,775,000.00	\$0	\$ 544,000.00	\$ 2,574,250.00
05/01/23	\$21,775,000.00	\$1,525,000	\$ 544,000.00	
11/01/23	\$20,250,000.00	\$0	\$ 505,875.00	\$ 2,574,875.00
05/01/24	\$20,250,000.00	\$1,600,000	\$ 505,875.00	
11/01/24	\$18,650,000.00	\$0	\$ 465,875.00	\$ 2,571,750.00
05/01/25	\$18,650,000.00	\$1,685,000	\$ 465,875.00	
11/01/25	\$16,965,000.00	\$0	\$ 423,750.00	\$ 2,574,625.00
05/01/26	\$16,965,000.00	\$1,765,000	\$ 423,750.00	
11/01/26	\$15,200,000.00	\$0	\$ 379,625.00	\$ 2,568,375.00
05/01/27	\$15,200,000.00	\$1,855,000	\$ 379,625.00	
11/01/27	\$13,345,000.00	\$0	\$ 333,250.00	\$ 2,567,875.00
05/01/28	\$13,345,000.00	\$1,955,000	\$ 333,250.00	
11/01/28	\$11,390,000.00	\$0	\$ 284,375.00	\$ 2,572,625.00
05/01/29	\$11,390,000.00	\$2,055,000	\$ 284,375.00	
11/01/29	\$9,335,000.00	\$0	\$ 233,000.00	\$ 2,572,375.00
05/01/30	\$9,335,000.00	\$2,160,000	\$ 233,000.00	
11/01/30	\$7,175,000.00	\$0	\$ 179,000.00	\$ 2,572,000.00
05/01/31	\$7,175,000.00	\$2,270,000	\$ 179,000.00	
11/01/31	\$4,905,000.00	\$0	\$ 122,250.00	\$ 2,571,250.00
05/01/32	\$4,905,000.00	\$2,385,000	\$ 122,250.00	
11/01/32	\$2,520,000.00	\$0	\$ 62,625.00	\$ 2,569,875.00
05/01/33	\$2,520,000.00	\$2,505,000	\$ 62,625.00	\$ 2,567,625.00
		<b>\$25,905,000</b>	<b>\$ 10,739,050.00</b>	<b>\$36,644,050</b>



**Reunion East**  
**Community Development District**  
**Proposed Budget**  
**Series 2015-1 Debt Service**  
**Fiscal Year 2020**

Description	Adopted Budget FY2019	Actual thru 3/31/19	Projected Next 6 Months	Total thru 9/30/19	Proposed Budget FY2020
<b><u>Revenues</u></b>					
Special Assessments	\$679,165	\$353,412	\$325,753	\$679,165	\$225,370
Special Assessments - Prepayment	\$0	\$0	\$4,147,929	\$4,147,929	\$0
Interest	\$0	\$5,074	\$5,000	\$10,074	\$1,000
Carry Forward Surplus	\$285,892	\$287,608	\$0	\$287,608	\$4,439,406
<b>Total Revenue</b>	<b>\$965,057</b>	<b>\$646,095</b>	<b>\$4,478,682</b>	<b>\$5,124,776</b>	<b>\$4,665,776</b>
<b><u>Expenditures</u></b>					
Special Call 11/01	\$0	\$0	\$0	\$0	\$4,150,000
Interest Expense 11/01	\$212,685	\$212,685	\$0	\$212,685	\$204,105
Principal Expense 05/01	\$260,000	\$0	\$260,000	\$260,000	\$90,000
Interest Expense 05/01	\$212,685	\$0	\$212,685	\$212,685	\$67,155
<b>Total Expenses</b>	<b>\$685,370</b>	<b>\$212,685</b>	<b>\$472,685</b>	<b>\$685,370</b>	<b>\$4,511,260</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$279,687</b>	<b>\$433,410</b>	<b>\$4,005,997</b>	<b>\$4,439,406</b>	<b>\$154,516</b>
				11/1/2020 Interest	\$64,185

**Reunion East**  
**Community Development District**  
 Series 2015-1 Special Assessment Refunding Bonds  
 Debt Service Schedule

**AMORTIZATION SCHEDULE**

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/19	\$6,185,000.00	6.600%	\$4,150,000.00	\$204,105.00	\$4,354,105.00
05/01/20	\$2,035,000.00	6.600%	\$90,000.00	\$67,155.00	
11/01/20	\$1,945,000.00	6.600%	\$0.00	\$64,185.00	\$221,340.00
05/01/21	\$1,945,000.00	6.600%	\$100,000.00	\$64,185.00	
11/01/21	\$1,845,000.00	6.600%	\$0.00	\$60,885.00	\$225,070.00
05/01/22	\$1,845,000.00	6.600%	\$105,000.00	\$60,885.00	
11/01/22	\$1,740,000.00	6.600%	\$0.00	\$57,420.00	\$223,305.00
05/01/23	\$1,740,000.00	6.600%	\$110,000.00	\$57,420.00	
11/01/23	\$1,630,000.00	6.600%	\$0.00	\$53,790.00	\$221,210.00
05/01/24	\$1,630,000.00	6.600%	\$120,000.00	\$53,790.00	
11/01/24	\$1,510,000.00	6.600%	\$0.00	\$49,830.00	\$223,620.00
05/01/25	\$1,510,000.00	6.600%	\$130,000.00	\$49,830.00	
11/01/25	\$1,380,000.00	6.600%	\$0.00	\$45,540.00	\$225,370.00
05/01/26	\$1,380,000.00	6.600%	\$135,000.00	\$45,540.00	
11/01/26	\$1,245,000.00	6.600%	\$0.00	\$41,085.00	\$221,625.00
05/01/27	\$1,245,000.00	6.600%	\$145,000.00	\$41,085.00	
11/01/27	\$1,100,000.00	6.600%	\$0.00	\$36,300.00	\$222,385.00
05/01/28	\$1,100,000.00	6.600%	\$155,000.00	\$36,300.00	
11/01/28	\$945,000.00	6.600%	\$0.00	\$31,185.00	\$222,485.00
05/01/29	\$945,000.00	6.600%	\$165,000.00	\$31,185.00	
11/01/29	\$780,000.00	6.600%	\$0.00	\$25,740.00	\$221,925.00
05/01/30	\$780,000.00	6.600%	\$175,000.00	\$25,740.00	
11/01/30	\$605,000.00	6.600%	\$0.00	\$19,965.00	\$220,705.00
05/01/31	\$605,000.00	6.600%	\$190,000.00	\$19,965.00	
11/01/31	\$415,000.00	6.600%	\$0.00	\$13,695.00	\$223,660.00
05/01/32	\$415,000.00	6.600%	\$200,000.00	\$13,695.00	
11/01/32	\$215,000.00	6.600%	\$0.00	\$7,095.00	\$220,790.00
05/01/33	\$215,000.00	6.600%	\$215,000.00	\$7,095.00	\$222,095.00
			<b>\$6,185,000.00</b>	<b>\$1,284,690.00</b>	<b>\$7,469,690.00</b>

**Reunion East**  
**Community Development District**  
**Proposed Budget**  
**Series 2015-2 Debt Service**  
**Fiscal Year 2020**

Description	Adopted Budget FY2019	Actual thru 3/31/19	Projected Next 6 Months	Total thru 9/30/19	Proposed Budget FY2020
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**Revenues**

Special Assessments	\$745,860	\$374,544	\$371,316	\$745,860	\$593,440
Special Assessments - Prepayments	\$0	\$0	\$1,548,396	\$1,548,396	\$0
Interest	\$100	\$4,859	\$3,141	\$8,000	\$1,000
Carry Forward Surplus	\$266,544	\$267,958	\$0	\$267,958	\$1,813,599
<b>Total Revenue</b>	<b>\$1,012,504</b>	<b>\$647,361</b>	<b>\$1,922,853</b>	<b>\$2,570,214</b>	<b>\$2,408,039</b>

**Expenditures**

Special Call 11/01	\$0	\$5,000	\$0	\$5,000	\$1,550,000
Interest Expense 11/01	\$258,390	\$258,390	\$0	\$258,390	\$250,470
Principal Expense 05/01	\$235,000	\$0	\$235,000	\$235,000	\$200,000
Interest Expense 05/01	\$258,390	\$0	\$258,225	\$258,225	\$199,320
<b>Total Expenses</b>	<b>\$751,780</b>	<b>\$263,390</b>	<b>\$493,225</b>	<b>\$756,615</b>	<b>\$2,199,790</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$260,724</b>	<b>\$383,971</b>	<b>\$1,429,628</b>	<b>\$1,813,599</b>	<b>\$208,249</b>

11/1/2020 Interest      \$192,720

**Reunion East**  
**Community Development District**  
Series 2015-2 Special Assessment Refunding Bonds  
Debt Service Schedule

**AMORTIZATION SCHEDULE**

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/19	\$7,590,000.00	6.600%	\$1,550,000.00	\$250,470.00	\$1,800,470.00
05/01/20	\$6,040,000.00	6.600%	\$200,000.00	\$199,320.00	
11/01/20	\$5,840,000.00	6.600%	\$0.00	\$192,720.00	\$592,040.00
05/01/21	\$5,840,000.00	6.600%	\$215,000.00	\$192,720.00	
11/01/21	\$5,625,000.00	6.600%	\$0.00	\$185,625.00	\$593,345.00
05/01/22	\$5,625,000.00	6.600%	\$225,000.00	\$185,625.00	
11/01/22	\$5,400,000.00	6.600%	\$0.00	\$178,200.00	\$588,825.00
05/01/23	\$5,400,000.00	6.600%	\$245,000.00	\$178,200.00	
11/01/23	\$5,155,000.00	6.600%	\$0.00	\$170,115.00	\$593,315.00
05/01/24	\$5,155,000.00	6.600%	\$260,000.00	\$170,115.00	
11/01/24	\$4,895,000.00	6.600%	\$0.00	\$161,535.00	\$591,650.00
05/01/25	\$4,895,000.00	6.600%	\$275,000.00	\$161,535.00	
11/01/25	\$4,620,000.00	6.600%	\$0.00	\$152,460.00	\$588,995.00
05/01/26	\$4,620,000.00	6.600%	\$295,000.00	\$152,460.00	
11/01/26	\$4,325,000.00	6.600%	\$0.00	\$142,725.00	\$590,185.00
05/01/27	\$4,325,000.00	6.600%	\$315,000.00	\$142,725.00	
11/01/27	\$4,010,000.00	6.600%	\$0.00	\$132,330.00	\$590,055.00
05/01/28	\$4,010,000.00	6.600%	\$340,000.00	\$132,330.00	
11/01/28	\$3,670,000.00	6.600%	\$0.00	\$121,110.00	\$593,440.00
05/01/29	\$3,670,000.00	6.600%	\$360,000.00	\$121,110.00	
11/01/29	\$3,310,000.00	6.600%	\$0.00	\$109,230.00	\$590,340.00
05/01/30	\$3,310,000.00	6.600%	\$385,000.00	\$109,230.00	
11/01/30	\$2,925,000.00	6.600%	\$0.00	\$96,525.00	\$590,755.00
05/01/31	\$2,925,000.00	6.600%	\$410,000.00	\$96,525.00	
11/01/31	\$2,515,000.00	6.600%	\$0.00	\$82,995.00	\$589,520.00
05/01/32	\$2,515,000.00	6.600%	\$440,000.00	\$82,995.00	
11/01/32	\$2,075,000.00	6.600%	\$0.00	\$68,475.00	\$591,470.00
05/01/33	\$2,075,000.00	6.600%	\$470,000.00	\$68,475.00	
11/01/33	\$1,605,000.00	6.600%	\$0.00	\$52,965.00	\$591,440.00
05/01/34	\$1,605,000.00	6.600%	\$500,000.00	\$52,965.00	
11/01/34	\$1,105,000.00	6.600%	\$0.00	\$36,465.00	\$589,430.00
05/01/35	\$1,105,000.00	6.600%	\$535,000.00	\$36,465.00	
11/01/35	\$570,000.00	6.600%	\$0.00	\$18,810.00	\$590,275.00
05/01/36	\$570,000.00	6.600%	\$570,000.00	\$18,810.00	\$588,810.00
			<b>\$7,590,000.00</b>	<b>\$4,254,360.00</b>	<b>\$11,844,360.00</b>

**Reunion East**  
**Community Development District**  
**Proposed Budget**  
**Series 2015-3 Debt Service**  
**Fiscal Year 2020**

Description	Adopted Budget FY2019	Actual thru 3/31/19	Projected Next 6 Months	Total thru 9/30/19	Proposed Budget FY2020
<b><u>Revenues</u></b>					
Special Assessments	\$336,265	\$168,355	\$167,910	\$336,265	\$336,265
Interest	\$0	\$606	\$194	\$800	\$500
Carry Forward Surplus	\$106,792	\$107,073	\$0	\$107,073	\$104,587
<b>Total Revenue</b>	<b>\$443,057</b>	<b>\$276,034</b>	<b>\$168,104</b>	<b>\$444,137</b>	<b>\$441,352</b>
<b><u>Expenditures</u></b>					
Interest Expense 11/01	\$104,775	\$104,775	\$0	\$104,775	\$100,485
Principal Expense 05/01	\$130,000	\$0	\$130,000	\$130,000	\$135,000
Interest Expense 05/01	\$104,775	\$0	\$104,775	\$104,775	\$100,485
<b>Total Expenses</b>	<b>\$339,550</b>	<b>\$104,775</b>	<b>\$234,775</b>	<b>\$339,550</b>	<b>\$335,970</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$103,507</b>	<b>\$171,259</b>	<b>(\$66,671)</b>	<b>\$104,587</b>	<b>\$105,382</b>
				11/1/2020 Interest	\$96,030

**Reunion East**  
**Community Development District**  
 Series 2015-3 Special Assessment Refunding Bonds  
 Debt Service Schedule

**AMORTIZATION SCHEDULE**

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/19	\$3,045,000.00	6.600%	\$0.00	\$100,485.00	\$100,485.00
05/01/20	\$3,045,000.00	6.600%	\$135,000.00	\$100,485.00	
11/01/20	\$2,910,000.00	6.600%	\$0.00	\$96,030.00	\$331,515.00
05/01/21	\$2,910,000.00	6.600%	\$145,000.00	\$96,030.00	
11/01/21	\$2,765,000.00	6.600%	\$0.00	\$91,245.00	\$332,275.00
05/01/22	\$2,765,000.00	6.600%	\$155,000.00	\$91,245.00	
11/01/22	\$2,610,000.00	6.600%	\$0.00	\$86,130.00	\$332,375.00
05/01/23	\$2,610,000.00	6.600%	\$165,000.00	\$86,130.00	
11/01/23	\$2,445,000.00	6.600%	\$0.00	\$80,685.00	\$331,815.00
05/01/24	\$2,445,000.00	6.600%	\$180,000.00	\$80,685.00	
11/01/24	\$2,265,000.00	6.600%	\$0.00	\$74,745.00	\$335,430.00
05/01/25	\$2,265,000.00	6.600%	\$190,000.00	\$74,745.00	
11/01/25	\$2,075,000.00	6.600%	\$0.00	\$68,475.00	\$333,220.00
05/01/26	\$2,075,000.00	6.600%	\$205,000.00	\$68,475.00	
11/01/26	\$1,870,000.00	6.600%	\$0.00	\$61,710.00	\$335,185.00
05/01/27	\$1,870,000.00	6.600%	\$215,000.00	\$61,710.00	
11/01/27	\$1,655,000.00	6.600%	\$0.00	\$54,615.00	\$331,325.00
05/01/28	\$1,655,000.00	6.600%	\$230,000.00	\$54,615.00	
11/01/28	\$1,425,000.00	6.600%	\$0.00	\$47,025.00	\$331,640.00
05/01/29	\$1,425,000.00	6.600%	\$250,000.00	\$47,025.00	
11/01/29	\$1,175,000.00	6.600%	\$0.00	\$38,775.00	\$335,800.00
05/01/30	\$1,175,000.00	6.600%	\$265,000.00	\$38,775.00	
11/01/30	\$910,000.00	6.600%	\$0.00	\$30,030.00	\$333,805.00
05/01/31	\$910,000.00	6.600%	\$285,000.00	\$30,030.00	
11/01/31	\$625,000.00	6.600%	\$0.00	\$20,625.00	\$335,655.00
05/01/32	\$625,000.00	6.600%	\$300,000.00	\$20,625.00	
11/01/32	\$325,000.00	6.600%	\$0.00	\$10,725.00	\$331,350.00
05/01/33	\$325,000.00	6.600%	\$325,000.00	\$10,725.00	\$335,725.00
			<b>\$3,045,000.00</b>	<b>\$1,722,600.00</b>	<b>\$4,767,600.00</b>

## SECTION V

*This item will be provided under  
separate cover*



## SECTION VI



**This Instrument prepared by and  
after recording return to:**

**William C. Guthrie, Esq.  
Foley & Lardner LLP  
111 N. Orange Avenue, Suite 1800  
Orlando, Florida 32801**

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**THIS SPACE FOR RECORDER'S USE**

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**PARCEL DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND OBLIGATIONS**

**(Part of 35-25-27-4895-PRCL-01C0)  
A Portion of Phase 2, Parcels 4 – 8**

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4843-2073-6593.8  
46006/0002  
4851-8276-0495.15

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**EXHIBITS**

EXHIBIT "I"	DESCRIPTION OF PROPERTY
EXHIBIT "II"	RESTRICTED USES WITHIN THE PARCEL

**PARCEL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND OBLIGATIONS**

**THIS PARCEL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS** (this "Parcel Declaration") is made and entered into this 14<sup>th</sup> day of May, 2018, by **LRA ORLANDO, LLC**, a Georgia limited liability company formerly known as **GINN-LA ORLANDO, LTD, LLLP**, having an office at 200 Ocean Crest Drive, Suite 31, Palm Coast, FL 32137 (referred to herein as the "**Declarant**").

**WHEREAS**, Declarant wishes to ensure the orderly development of the property described on **Exhibit "I"** attached to this Parcel Declaration (the "**Parcel**"), and to preserve the reputation of Declarant and the value of properties owned by Declarant, its affiliates, its members, and the value of The Club at Reunion, which are within the DRI and within the immediate vicinity of the Parcel; and

**WHEREAS**, Declarant has determined that the best way to accomplish the foregoing goals is to subject the Parcel to the provisions of this Parcel Declaration as a covenant running with title to the Parcel; and

**WHEREAS**, prior to the recordation of this Parcel Declaration, Declarant has filed that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club of Orlando recorded January 18, 2002 in Official Records Book 1990, Page 1654, et seq., as amended by that certain First Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club of Orlando recorded February 24, 2003 in Official Records Book 2200, Page 38, et seq., as further amended by that Second Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club, recorded July 6, 2005 in Official Records Book 2832, Page 1612, et seq., as further amended by that Third Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club, recorded September 27, 2005 in Official Records Book 2908, Page 1853 et seq., as further amended by that certain Fourth Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club, recorded October 19, 2010 in Official Records Book 04049, Page 2118, as further amended by that certain Fifth Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club, recorded January 21, 2011 in Official Records Book 04085, Page 2212, as further amended by that that certain Sixth Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club, recorded April 15, 2011 in Official Records Book 04118, Page 0865, all of the public records of Osceola County, Florida, as further amended by that certain Seventh Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easement for Reunion Resort & Club, recorded October 15, 2013 in Official Records Book 4517, Page 395 and re-recorded in Official Records Book 4518, Page 1813 of Osceola County, Florida as further amended by that certain Eighth Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and

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Easement for Reunion Resort & Club recorded May 8, 2015, Book 4776, Page 1506, and as the same may be further emended from time to time ("**Master Declaration**"); and

**WHEREAS**, pursuant to the terms of the Master Declaration, and based upon that certain Partial Assignment and Assumption of Development Rights and Obligations and Allocation Agreement executed by the Parcel Developer and recorded in the public records of Osceola County, Official Record Book 5342, Page 2944, Declarant is recording this Parcel Declaration setting forth development conditions and specific covenants, conditions, restrictions and obligations on the Parcel.

**NOW THEREFORE**, Declarant hereby declares, submits and imposes the covenants, conditions, restrictions and obligations set forth in this Parcel Declaration upon the Parcel as a covenant running with title to the Parcel. From and after the date of recording this Parcel Declaration, the Parcel shall be held, sold, used and conveyed subject to this Parcel Declaration, which shall be binding on each and every successor-in-title to Declarant's fee simple interest in the Parcel and any other person or entity having any interest in the Parcel, and their heirs, successors and assigns.

## **1. CERTAIN DEFINITIONS**

For purposes of this Parcel Declaration, the following terms shall have the following meanings, unless the context requires otherwise. All capitalized terms not specifically defined in this Article shall have the meaning ascribed to such terms elsewhere in this Parcel Declaration or, if not otherwise defined in this Parcel Declaration, in the Master Declaration.

### **1.1 Defined Terms.**

1.1.1 "Approving Party" means (i) Parcel Developer for property located Outside The Gates, or (ii) Declarant for property located Inside The Gates.

1.1.2 "Approving Party's Designee" shall have the meaning set forth in Section 4.5.

1.1.3 "CDD" or "ECDD" means the Reunion East Community Development District, a political subdivision of the State of Florida, which has been created under the provisions of Chapter 190, Florida Statutes, as amended from time to time pursuant to Ordinance No. 01-31 of the Board of County Commissioners of Osceola County, Florida, whose boundaries encompass all or a portion of the Parcel, as the CDD may exist from time to time.

1.1.4 "Community Association" and "Association" means the Reunion Resort & Club of Orlando Master Association, Inc., a Florida non-profit corporation, formed by Declarant to fulfill management and other functions relative to certain property which includes the Parcel, and any coordination or oversight committee established to coordinate functions of such association, and any management entities retained by the association to assist in the administration of its functions.



1.1.5 "Declarant" means LRA Orlando, LLC, a Georgia limited liability company, formerly known as Ginn-LA Orlando Ltd, LLLP, which was formerly known as Ginn-LA Orlando II LLLP, and includes the legal representatives, and any successors and assigns of Declarant to which Declarant from time to time affirmatively and specifically assigns or delegates one or more of the rights reserved to Declarant under this Parcel Declaration. Declarant is the "Developer" under the DO/DRI and possesses all entitlements, rights, and benefits for all properties within the Project subject to, and under, the DRI DO, unless entitlements, rights, and benefits are specifically assigned and allocated through recorded instrument to a Parcel.

1.1.6 "DO/DRI" means that certain Development Order as set forth in The Seventh Amended and Restated Development Order for the Reunion Resort and Club of Orlando Development of Regional Impact adopted by Osceola County, Florida, revised November 24, 2003 and recorded January 26, 2004 in Official Records Book 2429, Page 1053, all of the public records of Osceola County, Florida, as amended from time to time (collectively, the "Development Order"), which creates, and restricts certain development rights and obligations for the Reunion Project.

1.1.7 "Governing Documents" has the meaning set forth in Section 3.1 hereof.

1.1.8 "Governmental Authority" means the United States of America, and any state, county, city or political subdivision thereof, and any board, bureau, council, commission, department, agency, court, legislative body or other instrumentality of the United States of America, or any state, county, city or political subdivision thereof.

1.1.9 "Guidelines" shall have the meaning set forth in Section 4.3.

1.1.10 "Improvements" means any and all buildings, structures, sheds, driveways, parking areas, paved areas, fences, and other physical improvements hereafter located on, or attached or affixed to, the Parcel, and constructed, installed or placed on the Parcel, and any and all modifications, alterations and replacements thereto, and any additional improvements Owner may elect to erect on the Parcel from time to time with Parcel Developer's prior written consent. The term "Improvements" does not include the Parcel.

1.1.11 "Inside The Gates" shall have the meaning set forth in Section 4.18.

1.1.12 "Laws" means all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.

1.1.13 "Master Declaration" means that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club of Orlando recorded January 18, 2002 in Official Records Book 1990, Page 1654, et seq., as amended by that certain First Supplemental Declaration to Master Declaration of Covenants, Conditions,

Restrictions and Easements for Reunion Resort & Club of Orlando recorded February 24, 2003 in Official Records Book 2200, Page 38, et seq., as further amended by that Second Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club, recorded July 6, 2005 in Official Records Book 2832, Page 1612, et seq., as further amended by that Third Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club, recorded September 27, 2005 in Official Records Book 2908, Page 1853 et seq., as further amended by that certain Fourth Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club, recorded October 19, 2010 in Official Records Book 04049, Page 2118, as further amended by that certain Fifth Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club, recorded January 21, 2011 in Official Records Book 04085, Page 2212, as further amended by that that certain Sixth Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club, recorded April 15, 2011 in Official Records Book 04118, Page 0865, as further amended by that certain Seventh Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easement for Reunion Resort & Club, recorded October 15, 2013 in Official Records Book 4517, Page 395 and re-recorded in Official Records Book 4518, Page 1813 of Osceola County, Florida as further amended by that certain Eighth Supplemental Declaration to Master Declaration of Covenants, Conditions, Restrictions and Easement for Reunion Resort & Club recorded May 8, 2015, Book 4776, Page 1506, all of the Public Records of Osceola County, Florida, and as thereafter and hereinafter amended.

1.1.14 "Outside The Gates" shall have the meaning set forth in Section 4.18.

1.1.15 "Owner" means and refers to the record holder, whether one or more persons or entities, of fee simple title to an interest in any Unit, including, without limitation, Parcel Developer; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or a conveyance in lieu of foreclosure. All Owners of each Unit shall be treated for all purposes as a single Owner for that Unit, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Parcel Developer shall be an Owner for so long as it owns any portion of the Parcel.

1.1.16 "Parcel" means the parcel of land in Osceola County, Florida, as more particularly described on Exhibit "I" attached to this Parcel Declaration and incorporated herein by reference.

1.1.17 "Parcel Declaration" means this document.

1.1.18 "Parcel Developer" means EHOF Acquisitions II, LLC, a Delaware limited liability company, and any successors and/or assigns of Parcel Developer to which Parcel Developer from time to time affirmatively and specifically assigns or delegates one or more of the rights reserved to Parcel Developer for this Parcel under this Parcel Declaration. The Parcel Developer may assign or delegate any of its rights reserved to the Parcel Developer without the

consent of Declarant; however, such assignment or delegation requires written notice to the Declarant.

1.1.19 "Permitted Use" means the subdivision of the Parcels into the maximum number of 600 Equivalent Units (the "Maximum Permitted Units") (plus additional tracts for ancillary purposes as described below).

Any use permitted under the existing DO/DRI is permitted (except that Commercial shall not be allowed on Phase 2, Parcels 4-6), subject to the Maximum Permitted Units. Each Unit shall be used exclusively for the Permitted Uses outlined in this paragraph, in accordance with the Governing Documents and for no other purpose.

For purposes of the assignment of development rights and the allocation of rights to individual development parcels; an "Equivalent Unit" shall correspond to the following equivalency matrix:

Use	Unit Quantity	Unit of Measurement	Equivalent Residential Unit (ERU)
Resort Residential – Single Family Home	1	Each	1
Resort Residential – Multi Family Unit (Condominium, Townhome, Villa, Apartment)	1.333	Each	1
Commercial	2000	Gross Square Feet	1

The Restricted Uses listed on Exhibit III shall be prohibited in the Parcel and shall not be a Permitted Use.

1.1.20 "Planned Development", "PDA", "PD", or "PD04-00007" means that certain Osceola County Planned Development Amendment Approval for Reunion Resort and Club of Orlando, as amended from time to time (collectively, the "Reunion PD"), which sets for zoning and development criteria and processes for Reunion Project.

1.1.21 "Premises" means the Parcel and the Improvements.

1.1.22 "Project" means that certain multi-use real estate development project located in Osceola County, Florida and currently known as "Reunion Resort & Club of Orlando", of which the Parcel is a part.

1.1.23 "Reunion Club Property Owner" means and refers to the record holder of fee simple title or ground lessee of the Reunion Club Property, and any successors and assigns thereto, and/or any party operating such Reunion Club Property.

1.1.24 "Reunion Club Property" means all of the real property, if any, located in Osceola County, Florida, as may be owned and/or operated from time to time by the Reunion Club Property Owner, together with all of the recreational and social facilities constructed thereon, if any, which will be operated by the Reunion Club Property Owner, and commonly known and referred to herein as "The Club at Reunion".

1.1.25 "Section" numbers, as referred in this Parcel Declaration from time to time, unless otherwise provided, shall refer to the Sections contained within in this Parcel Declaration.

1.1.26 "Unit" means a Unit as defined in the Master Declaration within the parcel. Except as otherwise specifically provided in this Parcel Declaration, if the Parcel has not been platted in accordance with its Permitted Use as of the date of recordation of this Parcel Declaration, any references to Unit herein shall be deemed references to the Parcel as a whole and the Parcel shall be deemed to contain approximately Six Hundred (600) Units for purposes of assessment and voting under the Master Declaration; provided that if subsequently the Parcel is subdivided into separate Units, the term "Unit" shall thereafter apply to each such Unit and this Agreement shall be applied and interpreted as if it had been separately recorded against each of such residential lots. At such time as a subdivision plat is filed of record on a portion of the Parcel, such portion encompassed by such plat shall constitute a separate Unit or Units as reflected in such plat and the number of Units on the remaining land shall be equal to the difference between the number specified in this Parcel Declaration for the entire parcel of land and the number specified in the plat.

1.1.27 "Work" means any grading, site work, planting or removal of plants, trees, shrubs or other landscaping materials, or construction, installation or material modification of any Improvements on the Parcel or the addition of any Improvements visible from the outside of any Improvement. A modification is deemed material if it would involve a change or addition to the exterior of any Improvements on the Parcel or if it would result in an increase or decrease in any building pad or structure on the Premises of five percent (5%) or more. Modifications of any nature to the interior of a Unit will only be deemed material if the modifications would not comply with the Governing Documents and Laws, including, without limitation, all applicable zoning, building or other governmental rules or regulations. Modifications of any nature to the plants, trees, shrubs or other landscaping materials on the Parcel are deemed material for purposes of this Parcel Declaration.

## **2. RELATIONSHIP OF PARCEL DECLARATION WITH MASTER DECLARATION**

### **2.1 Master Declaration and Community Association.**

Subject to the terms and conditions of this Parcel Declaration, the provisions of the Master Declaration extend to the Premises and the Premises are subject to the encumbrance, operation and effect of the Master Declaration. As such, the Premises are subject to the jurisdiction of the Community Association. This Parcel Declaration constitutes a "**Parcel Declaration**" under the Master Declaration. Pursuant to the terms and conditions of Section 1.2 of the Master Declaration, in the event of any conflict between or among any Governing

Document and this Parcel Declaration, the terms and conditions of this Parcel Declaration shall supersede and control.

**2.2 Reserved Rights of Architectural and Landscaping Review, Approval and Enforcement.**

Declarant has reserved to Approving Party the rights of architectural and landscaping review, approval and enforcement in Section 4 of this Parcel Declaration; provided, however, that any such rights are exercised in a manner to assure that certain minimum standards are maintained as provided in Section 4. Pursuant to Section 5.2.1 of the Master Declaration ('Architectural Review – Applicability'), the provisions of Section 4 of this Parcel Declaration control as to any conflicting matter within the scope of Section 5 of the Master Declaration; provisions of Section 5 of the Master Declaration not superseded by Section 4 of the Parcel Declaration shall survive and apply to this Parcel. To the extent that the Parcel Developer fails to maintain or enforce certain minimum standards as provided in Section 4, then in such case Declarant shall notify Parcel Developer, and Parcel Developer shall within thirty (30) days of receipt of such notice, take corrective measures to maintain certain minimum standards as provided in Section 4, and in conformance with the Governing Documents.

**2.3 Allocation of Density.**

The Parcel has been allocated by the Declarant an approved density and intensity as set forth in Section 4.7 of this Parcel Declaration.

**2.4 Neighborhood Votes and Service Area Designation.**

2.4.1 In accordance with Section 6.4 of the Master Declaration ('Voting Power'), the Parcel is assigned to the "Phase 2, Parcels 4 – 8 Neighborhood." The number of votes allocated to the Units in the "Phase 2, Parcels 4 – 8 Neighborhood" shall be one vote per Assessment Unit as set forth on Exhibit "D" ('Assessment Formula (Residential and Non-Residential Units)') to the Master Declaration.

2.4.2 At the time of recordation of this Parcel Declaration, the Parcel is designated a "Service Area" as that term is defined in the Master Declaration. Parcel Developer may create additional Service Areas within the Parcel by recording supplements to this Parcel Declaration which supplements shall identify the Units included within the additional Service Area(s) and the Exclusive Common Property(ies) assigned to such Service Area(s). Parcel Developer may also amend the boundaries of any subsequently established Service Area(s) by recording a supplement to this Parcel Declaration. As a condition of the effectiveness of any such supplements to this Parcel Declaration for the purpose of establishing or amending any Service Area(s) within the Parcel the Community Association shall join in the execution of such supplements for the purpose of evidencing its consent to the same. The Community Association shall not unreasonably withhold, condition, or delay its consent to the establishment or modification of any additional Service Areas within the Parcel as contemplated by this Section 2.4.2.

2.4.3 No portion of the Parcel 8 shall be deemed to contain any Common Areas and is hereby designated an additional service area. No commercial property and no apartments within Parcel 8 shall be governed by any security service agreement or any bulk service cable agreement that may have been established or is established in order to serve the Parcel whether prior to or subsequent to the Effective Date. No apartments located within Parcels 4-7 shall be governed by any Bulk Service Cable Agreement that may have been established or is established in order to serve the Parcel whether prior to or subsequent to the Effective Date. For avoidance of doubt, commercial property or apartments within Parcel 8 shall not be subject to any fees, charges, assessments or other amounts payable to the Association or other third parties engaged by or under the control of the Association relating to security services, and no commercial property as to Parcel 8 and no apartments as to Parcels 4-8 relating to telecommunication services or bulk service agreements for cable, TV or internet services, whether as a Base Assessment, Service Area Assessment, Special Assessment, or Specific Assessment or otherwise.

## 2.5 Maintenance Responsibility.

In addition to the Community Association's maintenance, repair and replacement responsibilities set forth in Section 7 of the Master Declaration, and notwithstanding Section 7.1.3 of the Master Declaration ('Owner's Maintenance Responsibility'), the Community Association shall, in its sole discretion, which it may or may not exercise, be responsible for performing ordinary maintenance on Common Property, except to the extent that the responsibility therefor has been assigned to or assumed by the CDD. By way of example and not of limitation, this obligation shall include landscaping (mowing, fertilizing, watering, pruning and replacing, controlling disease and insects, and maintenance of irrigation equipment). There are hereby reserved and granted to the Community Association non-exclusive easements over the Parcel as reasonably necessary to enable the Community Association to fulfill its responsibilities under this Section 2.5.

## 2.6 Easements.

The Community Association shall have those non-exclusive easements set forth in Section 7 ('Reserved Rights and Obligations') of the Master Declaration. Declarant further reserves and grants non-exclusive easements across each Unit excluding high density residential (apartments), commercial, office and retail developments within the Parcel for the Community Association as may be reasonably necessary for the provision and maintenance of telephone, television and data signals (collectively, the "Telecom Infrastructure") to the Units within the Parcel or within any property subject to the Master Declaration. Declarant and/or the Community Association shall obtain written consent from the Parcel Developer, which consent shall not be unreasonably withheld, conditioned or delayed, prior to the design, layout, or installation of any Telecom Infrastructure within the Parcel.

## 2.7 Common Property and Exclusive Common Property.

Pursuant to Section 7.14 ('Changes in Boundaries and Withdrawal of Property from the Common Property') of the Master Declaration, any portion of the Parcel that is not platted or

intended to be platted in the future as a Unit is hereby designated **"Common Property"** under the Master Declaration. Owners shall have an easement for access, use and enjoyment over and across the portions of the Parcel that are not a Unit or intended to become a Unit, subject to reasonable regulation as set forth in the Master Declaration. No areas in the Parcel have been designated **"Exclusive Common Property"** under the Master Declaration and reserved for the exclusive use or primary benefit of the Owners. However, Parcel Developer may subsequently designate one or more areas in the Parcel as Exclusive Common Property by recording supplements to this Parcel Declaration in accordance with the provisions of Section 2.4.2 above.

## **2.8     Assessments.**

2.8.1 For purposes of allocating assessments pursuant to Sections 9.2.2 ('Budgeting and Allocating Common Expenses') and 9.4 ('Special Assessments') of the Master Declaration, the Parcel shall be deemed to contain Six Hundred (600) **"Units,"** as that term is defined in the Master Declaration regardless of the number of Units ultimately constructed until such time as the Parcel has been platted and subdivided, as the same may be replatted and further subdivided in Parcel Developer's sole discretion. Assessments shall be allocated in accordance with the provisions of Section 9 ('Covenant for Assessments') of the Master Declaration. The Parcel may be subdivided into a different number of Units without the prior written approval of Declarant, provided the number is a Permitted Use. After such subdivision and approval from any applicable Governmental Authority, the Parcel shall be deemed to contain the number of Units and types of Units as set forth in the respective plat of record or the development approval obtained by the Parcel Developer.

2.8.2 Upon the initial closing of the sale of a Unit to an Owner other than the Parcel Developer or any successor to Parcel Developer who has obtained from Parcel Developer an assignment of Parcel Developer's rights under this Parcel Declaration, such Owner shall in addition to the assessments set forth in the Master Declaration be responsible for the Owner's portion of the Service Area Assessment on the Parcel for working capital expenses and reserves set by the Association from time to time.

## **2.9     Parcel Developer Designation.**

Parcel Developer is designated as a "Developer" in accordance with definitional Section 2.16 of the Master Declaration solely with respect to the Parcel, and referred to herein as "Parcel Developer", which is distinct from the "Developer" under the DO/DRI and Reunion PD.

This Section 2.9 shall not limit the rights of Approving Party set forth in this Parcel Declaration.

# **3.     **USE AND OWNERSHIP****

## **3.1     Use of Parcel.**

Owner's use of the Parcel shall comply with: (i) the Permitted Use; (ii) all Laws; and (iii) with the following (collectively the **"Governing Documents"**):

3.1.1 Seventh Amended and Restated Development Order for Reunion Resort & Club of Orlando Development of Regional Impact, revised November 24, 2003, and recorded in Book 2429, Page 1053, in the Official Records of Osceola County, Florida, as such Development Order may be amended from time to time (the "DO"), but only to the extent the DO imposes specific obligations, conditions or limitations on the Units.

3.1.2 Terms and conditions of the Osceola County Planned Development Amendment Approval for the Project (the "PDA" or "PD 04-00007"), to extent the PDA imposes specific obligations, conditions or limitations on the Units.

3.1.3 The ordinance adopted by Osceola County establishing the CDD and all documents related thereto or promulgated by the CDD and any rules, regulations or ordinances, now existing or hereafter established by the CDD.

3.1.4 The Master Declaration, as well as the Articles of Incorporation and Bylaws of the Master Association and such rules and regulations as the Master Association may adopt and amend from time to time.

3.1.5 All other documents of record affecting the Parcel.

### 3.2 Prohibited Acts.

A Parcel Owner shall not submit a request for rezoning or for an amendment, variance or modification to the DO, the PDA, the land use approvals applicable to the Units, the Parcel or the Project, or any other permits or approvals applicable to either the Units, the Parcel or the Project, without the express prior written consent of the Approving Party.

## 4. DESIGN AND CONSTRUCTION

All design and construction shall be governed by provisions and requirements of Article 5 of the Master Declaration, as may be amended from time to time, unless such are specifically and intentionally superseded below.

### 4.1 Design Approval.

No Improvements shall be located, constructed, installed or placed on, or attached or affixed to, the Parcel, or any portion thereof, unless and until Approving Party approves the plans in accordance with the Guidelines pursuant to Section 4.2 below. In furtherance and not in limitation of the foregoing, Approving Party shall have the right, in its sole, absolute and unfettered discretion, to approve or withhold approval of all aesthetic aspects of: (i) the Parcel and exterior of all Improvements, including, without limitation, the development of the Parcel and all portions thereof and the Improvements (including, without limitation, landscaping, exterior signage, exterior layout, icons and statuary) to be located, constructed, installed or placed thereon, and/or attached or affixed thereto; (ii) all alterations to any Improvements affecting the exterior appearance of the Premises ("Alterations") and (iii) all alterations to any plants, trees, shrubs, or other landscaping materials ("Landscaping"). All proposed plans for any and all: (i) Improvements; (ii) Alterations; and (iii) Landscaping shall also be in conformance, in all material respects, with all recorded covenants, conditions and restrictions affecting the Premises, the



Governing Documents, the requirements of the residential design guidelines promulgated by Approving Party and submitted to Owner prior to the granting of approval by Approving Party of the plans, and any requirements of the CDD. The highest standard among the foregoing shall prevail. Approving Party may accept, accept with conditions, or reject, any proposed plans in Approving Party's sole, absolute and unfettered discretion. Such sole, absolute and unfettered discretion shall include, without limitation, the right to reject or condition acceptance of any proposed plans on purely subjective aesthetic grounds. Approving Party shall not have approval rights with respect to the interior of the Improvements, except, and only to the extent that the same are visible, or may be expected to be visible, from any alley-way, street or other roadway exterior to the perimeter boundaries of the Parcel, or to the extent such modifications do not comply with the Governing Documents and Laws, including without limitation, all applicable zoning, building or other governmental rules or regulations. Approving Party's review of proposed plans may, as an example, and not by way of limitation, take into account, among other things: (i) the type, kind, nature, design, style, shape and scale of the proposed Improvements, the color, texture, quality and quantity of materials to be used in the exterior construction of the proposed Improvements, both in their entirety and as to their individual component parts, and the relationship thereof to, and the compatibility and harmony thereof with, the overall theme, concept, atmosphere and quality of the Premises, including, without limitation, the topography and physical characteristics of the Parcel, as well as; (ii) the relationship thereof to, and the compatibility and harmony thereof with, the overall quality expected for the development of the Project as expressed in the residential design guidelines then in effect.

#### **4.2 Parcel Improvements**

In addition to the specific design guidelines promulgated by the Approving Party, the following shall also apply to the development of the Parcel, Multifamily residential buildings in Phase 2, Parcels 4, 5, and 6 shall be limited to five stories in height, including any structured parking; single family homes shall be limited to three stories in height.

#### **4.3 Plans.**

Approving Party has established or shall establish design and construction guidelines and review procedures (the "**Guidelines**") to provide guidance to Owners and builders. Such Guidelines shall ensure that any Work is at least in reasonable compliance with the requirements and standards of the Reunion Resort & Club of Orlando Design Guidelines in effect as of the date hereof below related to items required to protect the Reunion Club Property. Approving Party makes no representation, express or implied, to any Owner or any other party whatsoever with regard to the Guidelines, including, without limitation, the compliance of the Guidelines with building codes and other requirements, rules, laws and ordinances of federal, state and local governmental and quasi-governmental bodies and agencies relating to the construction of Improvements on the Units and other activities engaged in by any builder from time to time, the appropriateness of use of any substance or material required by the Guidelines, the compliance of the Guidelines with any licensing requirements imposed by federal, state and local governmental and quasi-governmental bodies and agencies from time to time, and the failure or alleged failure of the Guidelines to comply with any industry standard or any other reasonable standard or practice with respect to the work or materials used in the construction of Homes and other activities engaged in by Owners or any builder within the Parcel in accordance with the Guidelines.

The review process and deadlines for submitting and reviewing plans shall be determined by Approving Party and set forth in separate documents to be provided by Approving Party.

#### 4.4 Construction.

4.4.1 Prerequisites to Commencement of Construction. Before the commencement of any construction, Owner shall satisfy all of the following requirements:

4.4.1.(a) To the extent required by Osceola County, Owner, at Owner's sole cost and expense, shall have filed the appropriate documents with Osceola County, Florida, and obtained (if not previously issued) Site Development Plan approval from Osceola County, Florida, for the Improvements; and

4.4.1.(b) Approving Party shall have approved in writing the plans required by the Guidelines; and

4.4.1.(c) The final plans shall be filed by Owner (at Owner's sole cost and expense) with and approved by all governmental departments or authorities having or claiming jurisdiction, if required by such departments or authorities, and with any public utility companies having an interest therein, if required by such utility companies, and all such necessary approvals and permits shall have been obtained by Owner at Owner's sole cost and expense, and copies thereof delivered to Approving Party and any required governmental impact fees shall have been paid by Owner to the appropriate governmental agency; and

4.4.1.(d) In addition to the insurance requirements set forth in Section 4.14 below, Owner shall provide Approving Party with evidence that Owner has obtained insurance in sufficient amounts as reasonably required by Approving Party, including, but not limited to, builder's risk insurance.

#### 4.5 Approving Party Designee.

Each Approving Party may from time to time, in its sole, absolute and unfettered discretion, designate one or more persons (such "Approving Party's Designee") to act on its behalf in order to fulfill the rights and obligations provided to and/or bestowed upon such Approving Party pursuant to the terms and conditions of this Article 4, or may designate such rights and obligations to an architectural control board or committee. Parcel Developer may, but shall not be obligated to designate one or more sub-associations (which may include, but not be limited to, condominium, cooperative or homeowners associations) to be established by Parcel Developer. All such sub-associations shall have such responsibilities and authority, consistent with the provisions of the respective Parcel Declaration and the Master Declaration, as shall be set forth in the organizational and governing documents of such sub-associations which shall be recorded by Parcel Developer.

#### 4.6 Damage or Destruction.

In the event that all or any portion of the Improvements comprising the Premises or any portion thereof are damaged or destroyed by fire or other casualty, the same shall be either: (A) repaired, restored or replaced, such that the same are in conformity, in all material respects, with the approved final plans therefore; or (B) removed (if and to the extent permitted by Law), including, without limitation, all debris and ruins associated therewith or created thereby, including removal of all foundations and planting grass and Landscaping on the Parcel in a manner comparable to the overall standard of landscaping maintained in the Project. All such repair, restoration, replacement or removal work shall be commenced as soon as reasonably practicable taking into account all relevant circumstances and once commenced shall be diligently pursued to completion. Notwithstanding the foregoing, in all events, all actions necessary to assure that no portion of the Premises constitutes a nuisance, otherwise presents a health or safety hazard, or detracts from the aesthetics of the Project, shall be taken and pursued to completion as promptly and as diligently as reasonably practicable taking into account all relevant circumstances.

#### **4.7 Approved Density.**

Owner shall not construct more Improvements than are as set forth in the Permitted Use without Approving Party's written approval, which approval Approving Party may grant or withhold in Approving Party's sole and absolute judgment and discretion.

#### **4.8 Compliance Guidelines.**

All construction performed by Owner shall comply with this Parcel Declaration and the Governing Documents.

#### **4.9 No Liability.**

Neither Declarant, Parcel Developer, the Association, nor their respective affiliates (nor their respective representatives, officers, directors, employees, or agents) shall be liable in damages or otherwise to Owner or other person or party by reason or on account of any decision, approval or disapproval of any builders, plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Parcel Declaration, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Owner shall not be entitled to and shall not bring any action, proceeding or suit against Declarant, Parcel Developer, the Association or any of their respective affiliates (or their respective representatives, officers, directors, employees or agents of any of them) for the purpose of recovering any such damages or other relief. Additionally, builders, plans, specifications and other materials submitted to and approved by Parcel Developer or the Association shall not be reviewed or approved by Declarant, Parcel Developer, the Association, or their affiliates, for compliance with any applicable Laws, Governmental Permits (hereinafter defined), including without limitation any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such builders, plans, specifications or materials, neither Declarant, Parcel Developer, nor the Association, nor their respective affiliates (nor their respective representatives, officers, directors, employees or agents

of any of them) shall have, assume or incur any liability or responsibility whatsoever for any violation of Laws or any defect in the design or construction of any building, structure or other aspect of the Improvements constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Parcel Declaration.

#### **4.10 Modifications.**

Owner shall not materially modify, change, supplement, alter or amend the plans for Improvements, without the prior written consent of Approving Party. A modification shall be considered material if it would involve a visible change (or addition) to the exterior of the proposed or completed Improvements on the Premises or if it would result in an increase or decrease in the size of any building pad or structure on the Premises of five percent (5%) or more. Modifications of any nature to the interior of a Unit will only be deemed material if the modifications would not comply with the Governing Documents and Laws, including, without limitation, all applicable zoning, building or other governmental rules or regulations. Modifications of any nature to the plants, trees, shrubs or other landscaping materials on the Parcel are deemed material for purposes of this Parcel Declaration.

#### **4.11 Expenses.**

Owner shall be solely responsible for all costs, expenses, fees and charges associated or incurred in connection with planning and construction of any Improvements to the Parcel, whether foreseen or unforeseen, and Approving Party shall have no responsibility or liability therefor.

#### **4.12 Permits and Approvals.**

Owner shall be responsible for obtaining all federal, state and local permits and approvals required for the construction, occupancy and use of the Improvements or any part thereof (collectively, the "Governmental Permits") and for filing true and correct copies of the same with Approving Party prior to commencement of any Work on the Parcel. Owner shall be responsible for payment of any application, impact, tap-in, deposit, hook-up, connection and similar fees and charges applicable to and/or a prerequisite for the issuance of any Governmental Permits, any utility connections, or other permits, authorizations or approvals necessary to the construction, occupancy and use of the proposed Improvements. Parcel Developer and Owner shall cooperate in connection with applications for any and all such Governmental Permits. Parcel Developer, upon request, shall furnish Owner with copies of applications, permits and approvals made or issued in writing to Parcel Developer with respect to any Governmental Permits obtained by Parcel Developer.

#### **4.13 Stormwater Design and Runoff.**

Owner shall insure that all construction on the Premises complies with all conditions imposed by any stormwater discharge permits applicable to the Premises and employ best management practices during construction to prevent runoff sedimentation.

#### 4.14 Removal of Trash.

Owner shall, at its sole cost, promptly remove from the Premises all trash that may accumulate in connection with any construction or other activities thereon.

#### 4.15 Insurance Requirements.

In addition to any insurance requirements set forth in the Master Declaration, prior to the commencement of and during the performance of any Work on the Premises, Owner shall keep and maintain, or cause its general contractor to keep and maintain, and provide Approving Party with written evidence that Owner or the general contractor of Owner has obtained, the following insurance, unless such requirement is waived in writing by Approving Party:

4.15.1 worker's compensation insurance in minimum statutory amounts, as required by law;

4.15.2 comprehensive general liability insurance, including contractual liability, owner's and contractor's protective liability for a period of one (1) year after completion of the Improvements, in the minimum amount of One Million Dollars (\$1,000,000.00); and

4.15.3 builder's risk insurance in an amount equal to the actual replacement cost of the Improvements.

Each Owner must provide one hundred percent (100%) replacement cost insurance with respect to all Improvements on the Owner's property, with policy types and minimum coverage requirements against loss or damage by fire, flood, windstorm or other hazards, including extended coverage, vandalism, and malicious mischief.

#### 4.16 Signage.

No signage of any kind may be placed on any portion of the Parcel where it will be visible from other properties unless such signage is in compliance with applicable laws.

#### 4.17 Inapplicability of Article to Reunion Club Property and Reunion Club Property Owner.

Notwithstanding anything to the contrary contained in this Parcel Declaration, neither the Club Property nor the Reunion Club Property Owner shall be subject to the provisions of this Article 4.

#### 4.18 Entry Gate and Guardhouse.

Notwithstanding anything to the contrary contained in this Parcel Declaration, in the event there is a vehicular connectivity between this Parcel and Reunion East, the Parcel Developer shall be obligated to construct a security guardhouse and associated access control facilities (collectively "Parcel Guardhouse/Gate") equivalent in quality, design, and function to those access control points and facilities, including guardhouses and gates, located at primary vehicular entry and exit points of Reunion situated within Tradition Boulevard, Reunion

Boulevard, and Spine Road ("Existing Perimeter Guardhouse(s)"). While the exact location of the Parcel Guardhouse/Gate shall be in the Parcel Developer's sole discretion; the Parcel Guardhouse/Gate shall be situated west of the existing bridge within Spine Road, lying west of the intersection of Spine Road and Tradition Boulevard. The internal roadway system within the Parcel, for which the Parcel Guardhouse/Gate shall act to control vehicular traffic into Reunion East, shall be planned, designed, and constructed such that the Parcel Guardhouse/Gate is the single point of vehicular connectivity to areas of Reunion East from areas of the Parcel. Any properties located east of the Parcel Guardhouse/Gate (e.g. without vehicular restriction or control, having direct access to areas of Reunion East inside of the existing Perimeter Guardhouses) shall be considered "Inside the Gates" and any properties located west of the Parcel Guardhouse/Gate (e.g. requiring access through the Parcel Guardhouse/Gate to enter areas of Reunion East inside the Existing Perimeter Guardhouses) shall be considered "Outside the Gates". It is the intent that the Parcel Guardhouse become a Perimeter Guardhouse, controlling entry into the unrestricted roadways within Reunion situated within the Perimeter Guardhouses in the same manner as the Existing Perimeter Guardhouses.

The design and construction of the Parcel Guardhouse/Gate shall be in reasonable compliance with the requirements and standards of the Reunion Resort & Club of Orlando in effect as of the date hereof. Declarant shall have the right, in its reasonable discretion, to review proposed plans showing the design, style, shape and scale of the proposed Parcel Guardhouse/Gate, the color, texture, quality and quantity of materials to be used in the exterior construction of the proposed Parcel Guardhouse/Gate, and the relationship to, and the compatibility and harmony thereof with, the overall quality of the Reunion Club Property. The Parcel Guardhouse/Gate shall be constructed and placed into full operation (to be manned 24 hours per day, seven days per week, 52 weeks per year) prior to any other Improvements located within the Parcel receiving a certificate of occupancy and prior to the opening and use of any internal Parcel roadways that would allow for ingress to Reunion from public ways "Outside the Gate".

Upon construction of the Parcel Guardhouse/Gate, the Parcel Guardhouse/Gate shall be freely conveyed to the Community Association for purposes of operating such Parcel Guardhouse/Gate as a Perimeter Guardhouse.

The obligations under this Section 4.18 may be assigned by Parcel Developer to a future owner of a portion of land with this Parcel provided such assignee accepts such obligations and agrees to be bound to this provision.

## **5. VIOLATIONS AND REMEDIES**

### **5.1 Event of Default.**

Any breach of any of the covenants, conditions, restrictions or obligations imposed on an Owner by this Parcel Declaration shall be deemed an "Event of Default" entitling Declarant or Parcel Developer to exercise their remedies hereunder or under the Master Declaration.

## **5.2 Remedies.**

In the event of a breach (or threatened breach) by Owner of any of the covenants or provisions of this Parcel Declaration, Parcel Developer or Declarant shall have the right: (a) to obtain an injunction to prevent such breach, (b) to exercise any other remedies specifically set forth in this Parcel Declaration; and (c) to seek any other remedy allowed at law or in equity.

## **5.3 No Election of Remedies.**

Parcel Developer's or Declarant's pursuit of any one or more of the remedies stated herein shall not preclude pursuit of any other remedy or remedies provided in this Parcel Declaration or allowed by law or in equity, separately or concurrently or in any combination, nor shall it constitute an election of remedies excluding the election of another remedy or other remedies or a forfeiture or waiver of amounts payable under this Parcel Declaration by Owner or of any damages or other sums accruing to Parcel Developer or Declarant by reason of Owner's failure to fully and completely comply with this Parcel Declaration. Except as otherwise specifically provided herein, Parcel Developer's or Declarant's forbearance in pursuing or exercising one or more of their remedies shall not constitute a waiver of any Event of Default or of any remedy. No waiver by Parcel Developer or Declarant of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of Parcel Developer or Declarant to pursue or exercise any of Parcel Developer's or Declarant's powers, rights or remedies or to insist upon strict and exact compliance by Owner with any, condition, requirement, provision or restriction of this Parcel Declaration, and no custom or practice at variance with the terms of this Parcel Declaration, shall constitute a waiver by Parcel Developer or Declarant of the right to demand strict and exact compliance with terms and conditions of this Parcel Declaration.

## **6. RIGHT OF ENTRY**

Owner shall permit Approving Party (and Approving Party's employees, agents, and representatives ) to enter the Parcel (but not any dwelling or other enclosed structures) at reasonable times and upon reasonable notice to Owner or the occupants of the Parcel, in the Event of a Default hereunder, to make any repairs or replacements or perform any maintenance or work on the exterior of the Premises that Approving Party may (in Approving Party's reasonable opinion) consider necessary to bring the Premises into compliance with this Parcel Declaration. Nothing in this Article shall imply or impose any duty or obligation upon Approving Party to enter upon the Parcel at any time for any purpose, or to inspect the Premises at any time, or to perform, or pay the cost of, any work which Owner is required to perform under any provision of this Parcel Declaration or any other document, and Approving Party has no such duty or obligation.

## **7. MISCELLANEOUS**

### **7.1 Rights Cumulative.**

All rights, remedies, powers and privileges conferred under this Parcel Declaration on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

### **7.2 Attorneys' Fees.**

If any amount owed by Owner under this Parcel Declaration is collected by or through any judicial process following any default by Owner, or Declarant and/or Parcel Developer otherwise seek to enforce this Parcel Declaration by or through an attorney-at-law, Owner shall pay (in addition to the amount owed) a reasonable amount as attorneys' and paralegals' fees and disbursements (including reasonable costs, expenses and overhead charges) allowable to attorneys employed by Owner, or any of its affiliates.

### **7.3 Notices.**

Any notice, demand, request, consent, approval or communication under this Parcel Declaration shall be deemed duly given or made if in writing and either deposited, postage prepaid in the United States mail, certified or registered mail with a return receipt requested, or delivered personally or via reliable overnight air courier, addressed as follows:

#### **7.3.1 if to Declarant:**

200 Ocean Crest Drive  
Suite 31 - Legal  
Palm Coast, FL 32137  
Attn: Virginia Tee

or unless Declarant has provided a different address for sending notices by written notice to the Parcel Developer and current Owner which conforms with this Section; and

#### **7.3.2 if to Parcel Developer:**

One Town Center Road, Suite 600  
Boca Raton, FL 33486  
ATT: John Chiste

or unless Parcel Developer has provided a different address for sending notices by written notice to the Declarant and current Owner which conforms with this Section; and

7.3.3 if to an Owner, addressed to the then current Owner at the address of the Parcel, unless such Owner has provided a different address for sending notices by written notice to Declarant and Parcel Developer which conforms with this Section 7.3.

### **7.4 Entire Declaration and Amendments.**



Except as otherwise specifically set forth in this Parcel Declaration, this Parcel Declaration may only be modified by a written agreement executed by Declarant and Parcel Developer (for so long as Parcel Developer owns any portion of the Parcel) without the consent of any other Owners. If, prior to or following recordation of this Agreement, the Parcel has been or is platted into separate lots and all such lots are conveyed to different Owners, Parcel Developer and any individual Owner may amend this Parcel Declaration to more specifically and legally describe such Owner's lot, without the necessity of obtaining the consent or joinder of other Owners of other lots.

In addition, during Declarant's Control Period under the Master Declaration, Declarant and Parcel Developer may amend this Parcel Declaration, by an instrument in writing filed in the Public Records of Osceola County, Florida, without the approval of the Association, any Owner or any mortgagee; provided, however, that, with the exception of the annexation of Additional Property to the terms of the Master Declaration: (i) in the event that such amendment directly, materially and adversely alters, or interferes with, any Owner's right to the use and enjoyment of his Unit or the Common Property as set forth in the Master Declaration, this Parcel Declaration or any Supplemental Declaration, or materially and adversely affects the marketability of title to any Unit, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby; provided, however, in no event shall the change in number of Units in a Parcel pursuant to this Parcel Declaration be considered to materially or adversely affect any Owner's rights; and (ii) in the event that such amendment would materially and adversely affect the security, title and interest of any Institutional Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Institutional Mortgagees so affected. Any amendment made pursuant hereto shall be certified by Declarant and Parcel Developer as having been duly approved by Declarant and Parcel Developer, and by such Owners and mortgagees if required, and shall be effective upon being filed in the Public Records of Osceola County, Florida, or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Unit, agrees to be bound by such amendments. This Parcel Declaration is intended exclusively for the benefit of Parcel Developer, and its designated affiliates and specifically designated successors, as set forth below, and no other person or entity shall be deemed a third party beneficiary of any of the provisions set forth herein.

#### 7.5 Severability.

If any clause or provision of this Parcel Declaration is illegal, invalid or unenforceable under applicable present or future Laws, the remainder of this Parcel Declaration shall not be affected. In lieu of each clause or provision of this Parcel Declaration which is illegal, invalid or unenforceable, there shall be added a clause or provision which is (i) as nearly identical as possible, and (ii) legal, valid and enforceable.

#### 7.6 Governing Law.

This Parcel Declaration shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida, and, where applicable, the laws of the United States of America.

#### 7.7 Headings.

The use of headings, captions and numbers in this Parcel Declaration is solely for the convenience of identifying and indexing the various sections and shall in no event be considered in construing or interpreting any provision in this Parcel Declaration.

#### 7.8 No Partnership.

Nothing in this Parcel Declaration shall be deemed to constitute the creation of a joint venture or partnership relationship between Declarant, Parcel Developer or any Owner, nor shall any provision of this Parcel Declaration be deemed to impose any duty or liability on Declarant or Parcel Developer with respect to third parties. If any person or entity asserts any claim against Declarant or Parcel Developer, contending that by virtue of any provision of this Parcel Declaration, Declarant, Parcel Developer or any Owner are partners or joint ventures, Declarant or Parcel Developer may, at Declarant's or Parcel Developer's sole option, without such action being deemed to constitute any admission as to the validity of such assertion, unilaterally waive and delete the provision of this Parcel Declaration alleged to create such relationship.

#### 7.9 Survival.

The provisions of this Parcel Declaration are intended to be binding upon each Owner of the Parcel and such Owner's successors and assigns, and to constitute a covenant (coupled with an interest) running with the title to the Parcel. Declarant's Property and Parcel Developer's real property within Reunion are the estates benefited by the provisions of this Parcel Declaration. However, as and when portions of Declarant's Property are no longer owned by Declarant, the divested portions shall no longer be part of the estate benefited by the provisions of this Parcel Declaration. In such circumstances, the successors in interest to Declarant shall not have the right to enforce the provisions of this Parcel Declaration, unless Declarant, in the deed of conveyance of such property, affirmatively assigns its right to enforce the provisions of this Parcel Declaration to such successor in interest and expresses an intent that such Parcel shall continue to constitute part of the lands benefited by the provisions of this Parcel Declaration. Declarant expressly reserves the right to assign all (or any part) of its reserved rights hereunder to any property owners' association that may have jurisdiction over the Parcel (without a requirement for ownership of portions of Declarant's Property).

#### 7.10 Timeshare.

Pursuant to the Eighth Amendment of Master Declaration, Wyndham Resort Development Corporation and Wyndham Vacation Resorts, Inc. shall have the exclusive right and sole permission to conduct marketing for timeshare interests until December 31, 2020.

IN WITNESS WHEREOF, Declarant and Parcel Developer have caused this Parcel Declaration to be executed and sealed by its duly authorized representatives, all effective as of the day and year first written above.

**WITNESSES:**

Heidi Boy  
HEIDI BOY (Print Name)

Brandi Donley  
Brandi Donley (Print Name)

**DECLARANT:**

**LRA ORLANDO, LLC**, a Georgia limited liability company

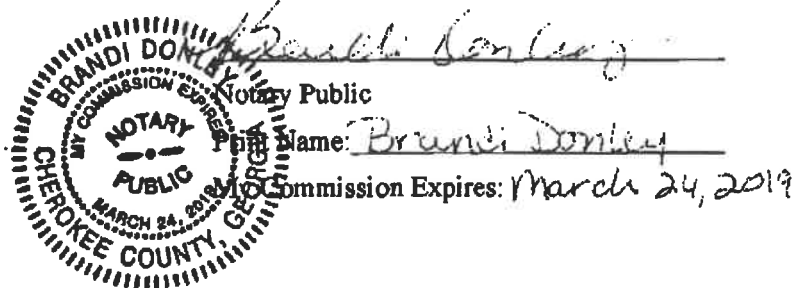
By: ACP-Communities, LLC, a Delaware limited liability company, its Authorized Representative

By: [Signature]  
Amy Wilde, Manager

Date: May 14, 2018

STATE OF Georgia  
COUNTY OF Fulton

The foregoing Parcel Declaration was acknowledged before me this 14<sup>th</sup> day of May, 2018 by Amy Wilde, Manager of ACP-Communities, LLC, a Delaware limited liability company, the Authorized Representative of LRA Orlando, LLC, a Georgia limited liability company, on behalf of the company. She ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



WITNESSES:

[Signature]  
OMAR KIEM (Print Name)  
[Signature]  
SEVEN DOUGHERTY (Print Name)

Parcel Developer:

**EHOF Acquisitions II LLC** a Delaware  
limited liability company

By: [Signature]  
John Chiste, Authorized Representative

Print name: JOHN CHISTE

STATE OF FLORIDA  
COUNTY OF PAUM BEACH

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of MAY, 2018  
by John Chiste, as the Authorized Representative of EHOF ACQUISITIONS II LLC a Delaware  
limited liability company. He ☒ is personally known to me or ☐ has produced NA  
NA as identification.



[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "I"**

**Description of Parcel**

**Phase 2, Parcels 4 – 8  
(35-25-27-4895-PRCL-01C0)**

PARCEL 1-C, REUNION VILLAGE 1C, ACCORDING TO THE PLAT THEREOF,  
RECORDED IN PLAT BOOK 16, PAGES 100 THROUGH 103, PUBLIC RECORDS OF  
OSCEOLA COUNTY, FLORIDA

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Exhibit I – Page 1

46006/0002  
4851-8276-0495.15

4843-2073-6593.8

## **EXHIBIT "II"**

### **Restricted Uses**

The following uses in paragraphs a. through and including ee. below shall be prohibited and deemed as "Restricted Uses" that shall not be permitted on the Parcel:

- a. laundry or dry cleaning establishment, provided, the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property;
- b. off-track betting establishment or facility where gambling occurs whether in person or over the internet.
- c. a pool or billiard hall (unless operated as part of a large scale family recreation or entertainment facility);
- d. adult book store or any form of adult entertainment;
- e. a gym or health club facility in excess of 5,000 square feet, such as Gold's Gym, World Gym or Rush Fitness.
- f. bingo parlor;
- g. a school, academy or learning center having more than twenty students at any one time;
- h. a video game parlor or amusement arcade;
- i. a business which would emit or produce noxious fumes or gases or loud noises;
- j. an assembly or manufacturing operation;
- k. an establishment selling or exhibiting pornographic materials;
- l. any bowling alley, skating rink, nightclub, discotheque or dance hall;
- m. a lot for the sale of used automobiles;
- n. a mobile home park , trailer court, or labor camp or mobile home sales lot (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);
- o. a "Good Will" or "Salvation Army" type store;
- p. a mortuary or funeral home;

- q. a church or other place of worship;
- r. an abortion clinic;
- s. a distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
- t. a junk yard, stock yard or animal raising operation;
- u. a dump or disposal, or any operation for the incineration or reduction of garbage of refuse;
- v. any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance, including, without limitation, any hashish pipe, water pipe, bong, pipe screens, rolling papers, rolling devices, coke spoons or roach clips;
- w. a flea market;
- x. an operation whose principal use is a massage parlor and/or exotic dancing, provided this shall not prohibit massages in connection with a beauty salon or health club or athletic facility;
- y. a pawn shop;
- z. no flashing neon signs may be placed in the window or on any buildings or on any poles located at the Center;
- aa. the outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, flowers, etc.); and/or the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.);
- bb. a use or operation which is generally considered to be an environmental risk to any portion of the Center or surrounding properties;
- cc. a store dedicated to the sale of tobacco products;
- dd. support, laundry and maintenance facilities; and
- ee. a strip mall.

## SECTION VII



# WYNDHAM • DESTINATIONS

K. Erik Brandt  
407-626-3531  
Erik.brandt@wyn.com

May 20, 2019

Reunion Community Development District  
135 W. Central Blvd., Suite 320  
Orlando, FL 32801

Attn: George Flint – District Manager  
Andrew d'Adesky – District Counsel

Re: 7715 Heritage Crossing Ct., Kissimmee, FL 34747

Dear Mr. d'Adesky and Mr. Flint:

Recently, Bob Gaul, Vice Chairman of the Bonnet Creek CDD and Regional Director of Operations for Wyndham Destinations, had enquired about the process and pricing to purchase the building located at 7715 Heritage Crossing Ct., Kissimmee, FL 34747. You stated that a formal, written request would be needed to obtain that information, and that due to tax ramifications with the CDD a lease wasn't possible. Please consider this correspondence Wyndham Destinations' formal request for pricing and potential interest in selling the building.

Regards,



K. Erik Brandt  
Vice President  
Wyndham Destinations

**RECEIVED**

MAY 21 2019

BY: \_\_\_\_\_

## SECTION VIII

**LATHAM, SHUKER, EDEN & BEAUDINE, LLP**  
ATTORNEYS AT LAW

MICHAEL J. BEAUDINE  
MICHAEL G. CANDIOTTI  
JAN A. CARPENTER  
DANIEL H. COULTOFF  
ANDREW C. D'ADESKY  
MARJANE L. DORRIS  
JENNIFER S. EDEN  
DOROTHY F. GREEN  
JOSHUA D. GROSSHANS  
KATHRYN A. HUYNH

111 NORTH MAGNOLIA AVENUE, SUITE 1400  
ORLANDO, FLORIDA 32801  
POST OFFICE BOX 3353  
ORLANDO, FLORIDA 32802  
TELEPHONE: (407) 481-5800  
FACSIMILE: (407) 481-5801  
[WWW.LSEBLAW.COM](http://WWW.LSEBLAW.COM)

BRUCE D. KNAPP  
PETER G. LATHAM  
JUSTIN M. LUNA  
PATRICIA R. MCCONNELL  
LORI T. MILVAIN  
R. SCOTT SHUKER  
JONATHAN A. STIMLER  
CHRISTINA Y. TAYLOR  
KRISTEN E. TRUCCO  
DANIEL A. VELASQUEZ

EMAIL:  
[JCARPENTER@LSEBLAW.COM](mailto:JCARPENTER@LSEBLAW.COM)

May 6, 2019

Reunion East Community Development District  
Board of Supervisors  
c/o George Flint, District Manager  
Governmental Management Services - Central Florida, LLC  
135 W. Central Blvd., Suite 320  
Orlando, Florida 32801

Dear Supervisors:

This letter is written to amend and update the first paragraph of Section 2 of our firm's engagement letter, for our services as District Counsel. Please note that we have not increased our legal rates since 2014. The rates set forth below are lower than our standard 2019 billing rates. We do not anticipate this change will affect the amount budgeted for legal fees for the District for the upcoming fiscal year.

2. LEGAL FEES

The Firm will receive compensation for work done in connection with the general counsel services provided at the following rates (beginning October 1, 2019):

For Services Rendered:

\$305.00 per hour for Attorney/Shareholders (\$10.00/hr. increase)  
\$205.00 per hour for Attorney/Non-Shareholders (\$10.00/hr. increase)  
\$ 95.00 per hour for Paralegals/Legal Assistants (no increase)

Our fees will be based upon the ethical rules governing our practice. The amount of each fee will be the fair value of the services provided, taking into account the time spent, the nature of the services performed, the expertise required, the size and scope of the matter, the results obtained, the emergency nature of any request for services by the District, and other relevant considerations. The District has retained the Firm to provide general legal representation in connection with the ongoing matters of the District. The District has not retained the Firm to provide legal representation or advice in any other areas of law unrelated to that representation (for example, we are not providing litigation, bankruptcy or bond counsel services at this time). Should the need for those services arise, we will

either refer the work, with your approval, to the attorneys in our Firm who handle that type of legal work and who will bill their services at their normal billing rates, or we will advise you to seek outside counsel to provide those specialized legal services. For services rendered by the Firm, fees invoiced to the District will be the Firm's internally established hourly rates for each of the Firm's attorneys and paralegals. These hourly rates may be adjusted from time to time as determined by the Firm, but no more than one time per year.

The terms and conditions of our prior engagement letter will remain in effect.

Very truly yours,

Latham, Shuker, Eden & Beaudine, LLP

By:   
Jan Albanese Carpenter, Esquire

ACKNOWLEDGED AND ACCEPTED BY:

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# SECTION X

## **AGREEMENT FOR USE OF AMENITY FACILITIES**

THIS AGREEMENT is made and executed this 31st day of May, 2019, by and between the REUNION EAST COMMUNITY DEVELOPMENT DISTRICT (the "District") and REUNION CLUB OF ORLANDO, LLC (the "User") whose address is 7593 Gathering Drive, Reunion, Florida 34747.

WHEREAS, the District is the owner of certain real property and structures comprising recreational amenity facilities commonly referred to as "Heritage Crossings Community Center Meeting Room" within the District located in Osceola County, Florida (referred to herein as the "Facilities; and

WHEREAS, User is a commercial hospitality operation conducting business within the District and desiring to utilize the Facilities in furtherance of its business activities; and

WHEREAS, the District will permit User to utilize the Facilities, on a one-time only basis, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. "User" Defined. The term "User", as used herein, shall be defined as, and shall at all times refer to and include, the entity known as Reunion Club of Orlando, LLC, together with its directors, officers, employees, agents, contractors and assigns.
2. Term of Use. This Agreement shall allow for the exclusive use of the Facilities by the User and its directors, officers, employees, agents, contractors, assigns, invitees, licensees and guests on the dates of **May 31, 2019**. (the "Dates of Use"). The User will also be allowed up to four (4) hours of set up prior to each event, if necessary. Nothing herein shall be construed so as to grant to the User or any other third party the right to use the Facilities at any time other than as specified herein. This Agreement shall automatically terminate following the Date of Use unless otherwise modified in writing by both parties hereto.
3. Responsibilities of User. User shall promptly repair any damage to the Facilities, or any improvements located thereon, directly or indirectly caused by User or User's agents, contractors, employees, invitees, licensees or guests. In addition, the User shall also be solely responsible for thoroughly cleaning and restoring the Facilities to substantially the same condition as existed prior to the User's use. Should User fail to repair any damage or thoroughly clean the Facilities as required herein, District may elect, but shall not be obligated to, perform such repairs and/or cleaning, and User shall reimburse District for the costs of the repairs and/or cleaning upon written notice from District. If User fails to reimburse such costs within thirty (30) days following receipt of District's written notice, such amounts comprising the costs in question shall bear interest at the highest rate allowed by law.

4. Donation by User. Although the District does not currently have a fee schedule in place for the use of the Facilities, User has offered, in conjunction with its use of the Facilities, to make a one-time donation to the District in the amount of \$1,200.00 (the "Donation"). User has offered to, and does in fact, make this Donation to the District simultaneously with the execution of this Agreement.
5. Rights Specific to User. The right to use the Facilities acquired through this Agreement is limited to the User, its directors, officers, employees, agents, contractors, assigns, invitees, licensees and guests only, and is not assignable, transferable, alienable, or devisable. Nothing herein shall inure to the benefit of any third-party (other than the designated individuals and entities affiliated with the User, as specified herein) who is not a party to this Agreement.
6. Compliance with Laws, Rules and Policies. User specifically agrees that its use of the Facilities shall be subject to all rules, policies and procedures of the District, as applicable, as the same may be amended from time to time. Furthermore, in connection with its use of the Facilities, User agrees to abide by all laws, ordinances, regulations or other authority, as applicable, of any governing body or agency exercising jurisdiction over the area wherein the Facilities are located. User's failure to abide by all rules, policies and procedures of the District, and all laws, ordinances, regulations or other authority of governing bodies, may result in User's forfeiture of the right to utilize the Facilities.
7. Insurance. User shall, at its own expense, maintain insurance during the date on which it will utilize the Facilities under this Agreement, with limits of liability not less than the following:

Workers Compensation:	Statutory Requirements
General Liability	
Bodily Injury (including contractual):	\$1,000,000/\$2,000,000
Property Damage (including contractual):	\$1,000,000/\$2,000,000
Automobile Liability (if applicable):	\$1,000,000 combined single limit
Bodily Injury	
Property Damage	
Professional Liability for	
Errors and Omissions:	\$1,000,000

Prior to utilizing the Facilities, User shall provide District with a certificate(s) evidencing compliance with the above terms and coverage and naming the District, its supervisors, staff, agents, officers and employees, as additional insureds.

8. Waiver and Release. User waives and releases all claims against the District, its officers, supervisors, agents, employees, contractors and servants, and agrees that they shall not be liable for injury to person or damage to property sustained by User or by any occupant of

the Facilities, or any other person, occurring in or about the Facilities and resulting directly or indirectly from any existing condition, defect, matter, or thing on the Facilities or any part of it, or from equipment or appurtenance which becomes out of repair, or from any occurrence, act, negligence or omission of any User's officers, directors, agents, employees, contractors and servants or of any other person; except for the gross negligence of or omission by District, its officers, directors, agents, employees, contractors and servants. User understands that the District is not responsible for User's (or User's contractors, agents, invitees, licensees and guests) personal property lost, damaged or stolen while present at or utilizing the Facilities.

9. Indemnification. User agrees to defend, indemnify, and save harmless the District, its supervisors, agents, employees, officers, directors, successors, assigns, representatives and affiliates, against and from any and all demands, actions, causes of action, suits, damages, claims and liabilities, and against and from any and all liability for loss, damage or injury to any property, incurred or sustained by District arising from, growing out of, or resulting from User's activities within, or use of, the Facilities or any other adjacent areas where User's equipment may be located or activities may be held, including costs, attorney's fees, and other expenses incurred by District in defending any such claim.
10. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or a waiver of any limitation of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
11. Controlling Law and Jurisdiction. This License Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.
12. Termination. The District may terminate this Agreement with cause upon written notice to User at any time.
13. No Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.
14. Recovery of Attorneys' Fees and Costs. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant



hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

15. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of both the District and the User, both the District and the User have complied with all the requirements of law, and both the District and User, as well as their representative signatories hereto, have full power and authority to enter into and comply with the terms and provisions of this instrument.
16. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**Kingwood Orlando Reunion Resort, LLC,**  
a Florida limited liability company

DocuSigned by:  
*Lucy Fry*  
By: 7AE36B10B51A478  
Lucy Fry  
Name: \_\_\_\_\_  
Title: DOF

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

**REUNION EAST COMMUNITY  
DEVELOPMENT DISTRICT,**  
a Florida community development district

DocuSigned by:  
*George Flint*  
By: B61B5DF431644AD...  
George Flint  
Name: \_\_\_\_\_  
Title: District Manager

ATTEST:

By: \_\_\_\_\_  
Secretary/Asst. Secretary



## **AGREEMENT FOR USE OF AMENITY FACILITIES**

THIS AGREEMENT is made and executed this 9th\_\_ day of \_May\_\_\_\_, 2019, by and between the REUNION EAST COMMUNITY DEVELOPMENT DISTRICT (the "District") and KINGWOOD ORLANDO REUNION RERSORT, LLC (the "User") whose address is 7593 Gathering Drive, Reunion, Florida 34747.

WHEREAS, the District is the owner of certain real property and structures comprising recreational amenity facilities commonly referred to as "Heritage Crossings Community Center Meeting Room" within the District located in Osceola County, Florida (referred to herein as the "Facilities; and

WHEREAS, User is a commercial hospitality operation conducting business within the District and desiring to utilize the Facilities in furtherance of its business activities; and

WHEREAS, the District will permit User to utilize the Facilities, on a one-time only basis, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **"User" Defined.** The term "User", as used herein, shall be defined as, and shall at all times refer to and include, the entity known as Reunion Club of Orlando, LLC, together with its directors, officers, employees, agents, contractors and assigns.
2. **Term of Use.** This Agreement shall allow for the exclusive use of the Facilities by the User and its directors, officers, employees, agents, contractors, assigns, invitees, licensees and guests on the dates of **May 11, 2019.** (the "Dates of Use"). The User will also be allowed up to four (4) hours of set up prior to each event, if necessary. Nothing herein shall be construed so as to grant to the User or any other third party the right to use the Facilities at any time other than as specified herein. This Agreement shall automatically terminate following the Date of Use unless otherwise modified in writing by both parties hereto.
3. **Responsibilities of User.** User shall promptly repair any damage to the Facilities, or any improvements located thereon, directly or indirectly caused by User or User's agents, contractors, employees, invitees, licensees or guests. In addition, the User shall also be solely responsible for thoroughly cleaning and restoring the Facilities to substantially the same condition as existed prior to the User's use. Should User fail to repair any damage or thoroughly clean the Facilities as required herein, District may elect, but shall not be obligated to, perform such repairs and/or cleaning, and User shall reimburse District for the costs of the repairs and/or cleaning upon written notice from District. If User fails to reimburse such costs within thirty (30) days following receipt of District's written notice, such amounts comprising the costs in question shall bear interest at the highest rate allowed by law.

4. Donation by User. Although the District does not currently have a fee schedule in place for the use of the Facilities, User has offered, in conjunction with its use of the Facilities, to make a one-time donation to the District in the amount of \$1,200.00 (the "Donation"). User has offered to, and does in fact, make this Donation to the District simultaneously with the execution of this Agreement.
5. Rights Specific to User. The right to use the Facilities acquired through this Agreement is limited to the User, its directors, officers, employees, agents, contractors, assigns, invitees, licensees and guests only, and is not assignable, transferable, alienable, or devisable. Nothing herein shall inure to the benefit of any third-party (other than the designated individuals and entities affiliated with the User, as specified herein) who is not a party to this Agreement.
6. Compliance with Laws, Rules and Policies. User specifically agrees that its use of the Facilities shall be subject to all rules, policies and procedures of the District, as applicable, as the same may be amended from time to time. Furthermore, in connection with its use of the Facilities, User agrees to abide by all laws, ordinances, regulations or other authority, as applicable, of any governing body or agency exercising jurisdiction over the area wherein the Facilities are located. User's failure to abide by all rules, policies and procedures of the District, and all laws, ordinances, regulations or other authority of governing bodies, may result in User's forfeiture of the right to utilize the Facilities.
7. Insurance. User shall, at its own expense, maintain insurance during the date on which it will utilize the Facilities under this Agreement, with limits of liability not less than the following:

Workers Compensation:	Statutory Requirements
General Liability	
Bodily Injury (including contractual):	\$1,000,000/\$2,000,000
Property Damage (including contractual):	\$1,000,000/\$2,000,000
Automobile Liability (if applicable):	\$1,000,000 combined single limit
Bodily Injury	
Property Damage	
Professional Liability for	
Errors and Omissions:	\$1,000,000

Prior to utilizing the Facilities, User shall provide District with a certificate(s) evidencing compliance with the above terms and coverage and naming the District, its supervisors, staff, agents, officers and employees, as additional insureds.

8. Waiver and Release. User waives and releases all claims against the District, its officers, supervisors, agents, employees, contractors and servants, and agrees that they shall not be liable for injury to person or damage to property sustained by User or by any occupant of

the Facilities, or any other person, occurring in or about the Facilities and resulting directly or indirectly from any existing condition, defect, matter, or thing on the Facilities or any part of it, or from equipment or appurtenance which becomes out of repair, or from any occurrence, act, negligence or omission of any User's officers, directors, agents, employees, contractors and servants or of any other person; except for the gross negligence of or omission by District, its officers, directors, agents, employees, contractors and servants. User understands that the District is not responsible for User's (or User's contractors, agents, invitees, licensees and guests) personal property lost, damaged or stolen while present at or utilizing the Facilities.

9. Indemnification. User agrees to defend, indemnify, and save harmless the District, its supervisors, agents, employees, officers, directors, successors, assigns, representatives and affiliates, against and from any and all demands, actions, causes of action, suits, damages, claims and liabilities, and against and from any and all liability for loss, damage or injury to any property, incurred or sustained by District arising from, growing out of, or resulting from User's activities within, or use of, the Facilities or any other adjacent areas where User's equipment may be located or activities may be held, including costs, attorney's fees, and other expenses incurred by District in defending any such claim.
10. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or a waiver of any limitation of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
11. Controlling Law and Jurisdiction. This License Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.
12. Termination. The District may terminate this Agreement with cause upon written notice to User at any time.
13. No Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.
14. Recovery of Attorneys' Fees and Costs. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant

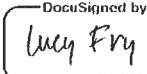
hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

15. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of both the District and the User, both the District and the User have complied with all the requirements of law, and both the District and User, as well as their representative signatories hereto, have full power and authority to enter into and comply with the terms and provisions of this instrument.
16. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

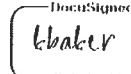
**KINGWOOD ORLANDO REUNION RESORT, LLC,**  
a Florida limited liability company

**REUNION EAST COMMUNITY  
DEVELOPMENT DISTRICT,**  
a Florida community development district

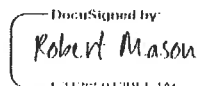
By:   
Lucy Fry

Name: \_\_\_\_\_

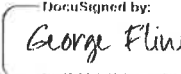
Title: DOF

Witness:   
kbaker

Name: \_\_\_\_\_

Witness: 

Name: Robert Mason

By:   
George Flint

Name: \_\_\_\_\_

Title: District Manager

ATTEST:

By: \_\_\_\_\_  
Secretary/Asst. Secretary

## SECTION XI

PLEASE RETURN TO:

7001 SW 24th Avenue, Gainesville, FL 32607-3704  
Phone: 877-529-9908 FAX: 866-733-1115



**Florida Commercial Natural Gas Sales Agreement**

PLEASE TYPE OR CLEARLY PRINT THE FOLLOWING INFORMATION

**REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**

Full Legal Name of Entity (Or Owner's Name if Sole-Proprietor)

593754116

Fed. Tax ID / SS #

453356-422292

MPA Code

05/08/2019

EFFECTIVE DATE

ALAN SCHEERER

Contact Name

(407) 841-5524

Phone Number

2CSEB053018

Exhibit B Version Number

Fax Number

ASCHEERER@GMSFCL.COM

Email Address

Type of Business: ☐ Proprietorship ☐ Partnership ☐ State Incorporated in: FL ☐ LLC ☒ Government

Nature of Business: DEVELOPMENT DISTRICT

Established Date:

Prior name and address of business (if established less than (2) years):

**The desired start date is 06/01/2019.** This start date is subject to acceptance by the Customer's ("You") Local Distribution Company ("LDC"). In the event the LDC fails, or is unable, to switch You on the desired date for any reason, without limitation, then Infinite Energy shall not be liable for the difference in price, if any, for the time You remain with Your previous marketer.

**FOR NEW CUSTOMERS,** You acknowledge, by signing this Agreement, You are hereby selecting Infinite Energy to initiate service and begin enrollment as Your natural gas supplier under the rate plan selected.

**FOR EXISTING CUSTOMERS,** You acknowledge, by signing this Agreement, You are hereby authorizing Infinite Energy to remain Your natural gas supplier under the rate plan selected.

☒ **Variable IFERC Rate:** This rate shall be the IFERC FGT ZONE 3 natural gas monthly settle plus \$0.0600 per therm plus all pass through costs until 05/31/2020.

At any time while on any variable rate, You may request to switch all or a portion of Your usage to any of the then effective fixed rate options with Infinite Energy, at no additional fee. The Customer Service Fee is \$0.00 per service location per month; there is a \$25.00 activation fee per service location for all new customer accounts. A listing of all service locations, which this Agreement shall apply to and be binding upon, is attached hereto as **Exhibit A**. The Terms and Conditions, which are fully incorporated herein by reference, are attached hereto as **Exhibit B**. At any time, upon request, Infinite Energy will provide You with additional copies of Your terms and conditions.

By signing below, You agree to the following:

1. You have read and understand this entire Agreement, including Exhibits A and B;
2. You authorize Infinite Energy to verify Your credit background and Your references to release information directly to Infinite Energy;
3. You are a duly authorized owner or representative of the entity mentioned above;
4. You are 18 years of age or older; and
5. You agree to be bound by all statements, terms and conditions contained in this Agreement, including Exhibits A and B.

Please Sign Name(s)

Please Print Name(s) and Title(s)

MARK GREENSTEIN, CHAIR



## EXHIBIT A: SERVICE LOCATIONS

Location Name: Heritage Crossing Pool A

Type of Service Needed-- Please check one:

☐ New Service (Meter Set) ☐ New Service (Turn On) ☐ Marketer Switch ☒ Renewal

LDC Account Name: Heritage Crossing Pool A

LDC Account Number: 211010319849

LDC Name: TECO

Service Address: 7693 HERITAGE CROSSING WAY POOL WAY # A, REUNION FL 34747-

Billing Address: 9145 NARCOOSSEE RD STE A206, ORLANDO FL 32827-5768

MPA Code: 453356-422292

Location Name: Heritage Crossing Pool B

Type of Service Needed-- Please check one:

☐ New Service (Meter Set) ☐ New Service (Turn On) ☐ Marketer Switch ☒ Renewal

LDC Account Name: Heritage Crossing Pool B

LDC Account Number: 211010400144

LDC Name: TECO

Service Address: 7621 HERITAGE CROSSING WAY POOL WAY # B, REUNION FL 34747-

Billing Address: 9145 NARCOOSSEE RD STE A 206, ORLANDO FL 32827-5768

MPA Code: 453356-422292

Location Name: Homestead Pool

Type of Service Needed-- Please check one:

☐ New Service (Meter Set) ☐ New Service (Turn On) ☐ Marketer Switch ☒ Renewal

LDC Account Name: Homestead Pool

LDC Account Number: 211010400532

LDC Name: TECO

Service Address: 7475 GATHERING DR, REUNION FL 34747-6702

Billing Address: 9145 NARCOOSSEE RD STE A206, ORLANDO FL 32827-5768

MPA Code: 453356-422292

Location Name: Carriage Point Pool

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Type of Service Needed-- Please check one:

☐ New Service (Meter Set) ☐ New Service (Turn On) ☐ Marketer Switch ☒ Renewal

LDC Account Name: Carriage Point Pool

LDC Account Number: 211010400342

LDC Name: TECO

Service Address: 7585 ASSEMBLY LN, REUNION FL 34747-6745

Billing Address: 9145 NARCOOSSEE RD STE A 206, ORLANDO FL 32827-5768

MPA Code: 453356-422292

## Exhibit B: General Terms and Conditions

1. **REQUIREMENTS** – You and Infinite Energy (collectively “the Parties”) agree Infinite Energy will sell to You, and You will purchase from Infinite Energy, all of Your natural gas needs on a full requirements (100% swing) basis for the service address(es) specified in this Agreement on Exhibit A.
2. **CONTRACT VOLUME** – For the purposes of locking in Your price, if You select a Fixed Rate, Infinite Energy shall base Your expected usage, for the term of this Agreement, on either one or a combination of the following methods:
  - a. Historical Usage, which is defined as Your previous twelve (12) months usage; or
  - b. Estimated Usage, which is defined as an estimate based on similarly situated customers' profiles.
3. **CREDIT** – You may be required to provide a deposit, a letter of credit, a guaranty of payment from a third party, or some other security, which is satisfactory to Infinite Energy. This Agreement allows Infinite Energy to obtain credit and LDC information including, but not limited to, historical and future usage, meter readings, types of service, and payment information. By signing this Agreement, You are authorizing the release of the above information to Infinite Energy for the duration of this Agreement, and You have the right to rescind the authorization for release of the above information at any time by contacting Infinite Energy. If You rescind Your authorization, Infinite Energy reserves the right to immediately terminate this Agreement with no further notice.
4. **BILLING AND PAYMENT** – You will be billed by Infinite Energy each month for natural gas supply and other services, if any. You may elect to have a third party receive Your invoices; however, You will be responsible for all payments. Infinite Energy will calculate Your invoices based on meter readings received from Your LDC. If no meter data is forwarded to Infinite Energy in a billing month, an estimated invoice will be sent and an adjustment showing the actual usage will follow in the subsequent month, or you will be invoiced in the month when Your LDC sends the meter reads to Infinite Energy; this may result in multiple reads on one invoice. You can pay your invoice by mailing payment to Infinite Energy Inc-GAS, PO Box #71247 Charlotte, NC 28272-1247. Payments will be due on the twentieth day after the invoice date. Late payments or partial payment balances will be subject to the greater of a ten dollar (\$10) late fee per month or the maximum rate allowable by law. In addition, invoices not paid by forty-five (45) days past the invoice date are subject to service disconnection. In the event of a cancellation for non-payment, You shall pay any applicable early termination fees and LDC charges as set forth by the CANCELLATION OF AGREEMENT BY CUSTOMER section. You will be billed for all outstanding balances and fees. You will remain responsible for any collection agency fees, attorney's fees (including in-house counsel fees), court costs, and all other costs of collecting such outstanding balances.
5. **TITLES AND TAXES** – Title to the natural gas sold hereunder shall pass from Infinite Energy to You at the Delivery Point(s). Unless otherwise indicated, the Delivery Point shall be Your LDC's City Gate. Except as provided herein, each Party shall indemnify and hold harmless the other from all taxes, royalties, fees, or other charges incurred with respect to natural gas to which it has title. You shall be responsible for any taxes imposed simultaneously with transfer of title. Before or upon execution of this Agreement, You shall give to Infinite Energy certificates in regard to any tax exemptions applicable to the natural gas to be sold. The rate, at which the natural gas that will be purchased by You pursuant to this Agreement may, in the sole discretion of Infinite Energy, be increased in accordance with any increase in the DDDC factor and tariff rates, as well as any tax, levy and cost associated with obtaining, transporting, delivering and selling the natural gas pursuant to this Agreement. Proof of any such increase will be provided to You upon request.
6. **FORCE MAJEURE** – Except for any obligation to make payments when due, neither Party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. Force Majeure occurrences include events outside the control of the Party claiming Force Majeure (the “claiming Party”), which may include, but shall not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, accidents to machinery or lines of pipe, the loss or failure of Infinite Energy's gas supply due to Force Majeure, and actions of any government authority, LDC, or pipeline entity, which result in conditions, limitations, rules, or regulations that materially impair either Party's ability to perform hereunder, or any similar cause beyond the control of the claiming Party. The claiming Party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.
7. **LIMITATION OF LIABILITY** – Infinite Energy's liability in connection with this Agreement shall in no event exceed the difference between the reasonable price of replacing any undelivered natural gas and its price under this Agreement. Notwithstanding the foregoing, Infinite Energy shall not be liable for any losses,

## Exhibit B: General Terms and Conditions

special, incidental, indirect, consequential or punitive damages arising from:

- a. the LDC's service, including, without limitation, operations and maintenance of the system, interruption of service, termination of service, and deterioration of service;
  - b. from in-home or building damages; and
  - c. a breach of this Agreement by either Party.
8. **NO WARRANTIES** – Except as expressly set forth herein, Infinite Energy makes and You receive no warranty, express, implied or statutory, and INFINITE ENERGY SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  9. **ASSIGNMENT** – This Agreement shall extend to and be binding upon the respective successors and assigns of the Parties; provided, however, that You may not assign this Agreement without Infinite Energy's prior written consent and any purported assignment without such consent shall be void. Infinite Energy reserves the right to assign this Agreement or delegate its duties as required by the Public Service Commission ("PSC").
  10. **VERBAL RECORDINGS** – You agree that Infinite Energy may electronically record all telephone conversations with You without any special or further notice. You shall obtain any necessary consent of Your agents or employees to such recording.
  11. **ENTIRE AGREEMENT AND AMENDMENTS** – This Agreement constitutes the entire understanding between the Parties. No modification or amendment of this Agreement shall be binding on either Party unless in writing and signed by both Parties.
  12. **NO WAIVER** – No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Party granting such waiver and any such waiver shall be effective only with respect to the particular event expressly referred to in such writing.
  13. **GOVERNING LAW** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without recourse to such state's choice of law rules. Venue for resolution of any dispute shall be located in Alachua County, Florida, and You submit to personal jurisdiction of any court of competent jurisdiction located therein. This Agreement is subject to valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction and LDC tariffs on file with the PSC.
  14. **DISPUTE PROCEDURE**– If You dispute an invoice, You must first notify Infinite Energy in writing at Infinite Energy, Attn: Legal Department, 7001 SW 24th Avenue, Gainesville, Florida 32607-3704 within thirty (30) days of the invoice date; if you do not raise Your dispute within this time, You waive all right to do so. After giving written notice, You may withhold payment for the disputed portion only. You shall refrain from taking legal action with regard to the disputed portion of the invoice for a period of fifteen (15) days following receipt of a timely given written notice of the dispute.
  15. **CONDITIONAL PAYMENTS** – Any form of payment You send to Infinite Energy for less than the full balance due that is marked "paid in full" or contains a similar notation, or that You otherwise tender in full satisfaction of a disputed amount, must be sent to the address specified in the DISPUTE PROCEDURE section. Infinite Energy reserves all rights regarding these payments (i.e. it is determined there is no valid dispute or if any such payment is received at any other address, we may accept that payment and You will still owe any remaining balance). Infinite Energy may also refuse to accept any such payment by returning it to You, not cashing it or destroying it. All other payments You make should be sent to the appropriate payment address.
  16. **CANCELLATION OF AGREEMENT BY CUSTOMER** – You may terminate this Agreement by sending a written notice of cancellation thirty (30) days prior to the desired cancellation date to the address specified in the DISPUTE PROCEDURE section; provided however, termination of gas delivery to You by Infinite Energy will be effective when Your LDC provides Your final meter reading, which may take up to eight (8) weeks. You shall remain responsible for any and all volumes of gas burned through Your last day of service provided by Infinite Energy. If you terminate this Agreement prior to its expiration, such termination will be deemed an early termination.
  17. **INTELLECTUAL PROPERTY RIGHTS**. Intellectual Property rights are defined as any and all tangible and intangible rights, title and interest in and to: (1) works of authorship, including but not limited to copyrights and all derivative works thereof; (2) trademarks and trade names, (3) confidential information, trade secrets and know-how, (4) all intellectual property rights whether arising by operation of law, contract, license, or otherwise, and (5) all registrations, initial applications, renewals, extensions, divisions or reissues thereof now or hereafter in force. Any Intellectual Property right created, made, or originated by Infinite Energy will be the sole and exclusive property of Infinite Energy. Any unauthorized

## Exhibit B: General Terms and Conditions

- reproduction by You, Your agents, representatives, assigns, employees, owners, and any other person or entity acting on Your behalf, will constitute an infringement of said Intellectual Property right.
18. **MATERIAL BREACH** – The following events will each be deemed a material breach of this Agreement: non-payment by You; failure to pay a deposit assessed under this Agreement; reduction of Your requirements to zero for a period greater than thirty (30) days; Your early termination of this Agreement; Your infringement of any Infinite Energy Intellectual Property right; and Your insolvency, bankruptcy, or appointment of a receiver. Once a material breach has occurred, Infinite Energy may, in its sole discretion, (a) convert Your price to Infinite Energy's standard variable rate; (b) terminate Your natural gas service; and/or (c) terminate this Agreement. If You commit a material breach of this Agreement, You will pay all outstanding balances and all costs incurred by Infinite Energy as a result of the breach. Costs include, but are not limited to, reasonable attorney's fees and costs (including in-house legal fees), court costs, and any third party collection fees which Infinite Energy incurs in collection of delinquent balances on Your account.
  19. **LIQUIDATED DAMAGES** – You and Infinite Energy agree damages, as a result of Your material breach of this Agreement, would be difficult, if not impossible, to determine; therefore, if a material breach occurs, whether in whole or in part, Infinite Energy may, in its sole discretion, assess, and You agree to pay, Liquidated Damages in an amount equal to Your Average Monthly Invoice plus Damages.
    - a. **AVERAGE MONTHLY INVOICE.** Infinite Energy shall calculate Your Average Monthly Invoice as an amount equal to the sum of one month's average invoice for each account covered under this Agreement.
    - b. **DAMAGES.** If You choose either an Introductory or a Variable Rate, Infinite Energy waives all rights to collect any damages for early termination of this Agreement. If You choose a Fixed Rate, Your damages shall be determined by taking (1) the wholesale price of natural gas on the Effective Date of this Agreement; subtracting (2) the wholesale price of natural gas on Your termination date; and multiplying the difference, if positive, by (3) the Contract Volume not used due to early termination.
  20. **EXPIRATION/RENEWAL OF AGREEMENT** – This Agreement shall automatically renew on a month to month basis, unless cancelled by either Party upon thirty (30) days written notice prior to expiration of this Agreement. The terms of the renewed Agreement shall be the terms disclosed in this Agreement, except that the rate shall be the then effective standard variable rate, unless You and Infinite Energy agree to continue the current rate or negotiate a new rate.
  21. **PRIVACY INFORMATION / CONFIDENTIALITY** – Any information pertaining to You collected by Infinite Energy during the course of providing service shall be kept confidential. The existence of this Agreement and the terms contained herein are deemed to be confidential. Neither Party shall disclose directly or indirectly without the prior written consent of the other Party the terms this Agreement to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the Party, or prospective purchasers of all or substantially all of a Party's assets or of any rights under this Agreement, provided such persons shall have agreed to keep such terms confidential) except for the following:
    - a. In order to comply with any applicable law, order, regulation, or exchange rule, or
    - b. To the extent necessary for the enforcement of this Agreement.

In the event disclosure is required by a governmental body, applicable law, or proceeding, the disclosing Party may disclose such information to the extent so required, but shall use reasonable efforts to prevent or limit the disclosure of any confidential information, and shall cooperate (consistent with the disclosing Party's legal obligations) with the other Party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other Party. Subject to the limitations on liability set forth herein, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.
  22. **JURY WAIVER** – Both Parties hereby irrevocably waive all rights to trial by jury.

## SECTION XII

**RESOLUTION NO. 2019-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REUNION WEST COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON \_\_\_\_\_, 2019 AT \_\_\_\_\_ P.M. AT THE HERITAGE CROSSING COMMUNITY CENTER, 7715 HERITAGE CROSSING WAY, REUNION, FLORIDA 34747, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE ESTABLISHMENT OF RULES AND POLICIES FOR PARKING ON DISTRICT PROPERTY AND THE TOWING OF IMPROPERLY PARKED VEHICLES ON DISTRICT PROPERTY IN ACCORDANCE WITH CHAPTERS 120 AND 190, FLORIDA STATUTES.**

**WHEREAS**, the Board of Supervisors (“Board”) of the Reunion West Community Development District (the “District”), pursuant to Board action, has previously determined to establish and/or modify rules and policies for the utilization of the community amenity facilities within the Reunion West Community Development District, and the Board has also determined to establish rules and policies related to parking on District Property and the towing of improperly parked vehicles on district property (the “Parking and Towing Rules”), the Board now desires to hold a public hearing to consider the advisability and propriety of said rules and policies, and also desires to provide notice of said public hearing; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE REUNION WEST COMMUNITY DEVELOPMENT DISTRICT, OSCEOLA COUNTY, FLORIDA:**

1. That there is hereby declared a public hearing to be held at \_\_\_\_\_ p.m., \_\_\_\_\_, 2019, at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida, 34747 for the purpose of hearing comment and objection to the Parking and Towing Rules. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting to the office of the District Manager, 135 W. Central Blvd, Suite 320, Orlando, FL 32801.
2. That the Board also hereby authorizes preliminary, proposed Parking and Towing Rules, attached hereto as Exhibit “A”.
3. That notice of said hearing shall be advertised in accordance with Chapters 120 and 190 Florida Statutes, and the District Manager is hereby authorized to place said notice in a newspaper of general circulation within Osceola County.
4. That this Resolution shall become effective upon its passage.

*[SIGNATURES ON FOLLOWING PAGE.]*

**SIGNATURE PAGE TO RESOLUTION 2019-04  
REUNION WEST COMMUNITY DEVELOPMENT DISTRICT**

**PASSED AND ADOPTED** this 13th day of June, 2019.

**BOARD OF SUPERVISORS OF THE  
REUNION EAST COMMUNITY  
DEVELOPMENT DISTRICT, a Florida  
community development district**

**ATTEST:**

---

George Flint  
Secretary / Assistant Secretary

---

Chairman / Vice Chairman



**EXHIBIT "A"**

**PRELIMINARY PARKING AND TOWING**  
**RULES AND POLICIES**

[ATTACHED BELOW]

# REUNION EAST COMMUNITY DEVELOPMENT DISTRICT PARKING AND TOWING RULES

Adopted \_\_\_\_\_, 2019 (Resolution 2019-\_\_\_)

- 1.0 Parking and Towing. The rules and regulations of this Section 1.0 are hereby adopted by the Reunion East Community Development District (the "District") and shall be referred to as the "District Parking and Towing Rules."
- 1.1 Applicability. The District Parking and Towing Rules shall be applicable on, over, or within those (a) designated paved parking or stalls owned by or dedicated to the District (the "Parking Areas"), (b) District rights-of-way, including but not limited to the roads, streets, thoroughfares, swales, and sidewalks owned by or dedicated to the District or which the District is responsible for maintaining (the "District Right-of -Way"), as generally depicted on the parking and towing map shown in Appendix 1.0 (the "Parking and Towing Map"), which is attached to these Rules and is specifically made a part hereof, as well as (c) any other property owned by or which the District is responsible for maintaining. For purposes of these District Parking and Towing Rules, "vehicle" shall include any self-propelled vehicle or motorized means of transport.
- 1.2 District Parking Lots or Areas. Non-commercial vehicles not otherwise prohibited from parking on District Right-of-Way or Parking Areas are permitted to park within designated District parking lots or parking areas, which includes the Heritage Crossing Clubhouse parking lot and Parking Areas throughout the community on District property. Parking within the Heritage Crossing Clubhouse parking lot shall be on a first come, first served basis for individuals utilizing the Heritage Crossing Clubhouse during Heritage Crossing Clubhouse operating hours. Notwithstanding, overnight parking at the Heritage Crossing Clubhouse, defined as parking in the Heritage Crossing Clubhouse parking lot when the Heritage Crossing Clubhouse is closed, of those non-commercial vehicles authorized to or not prohibited from parking on the Right-of-Way is permitted for a time period not to exceed 72 hours. No trailers shall be parked in the Heritage Crossing Clubhouse parking lot or any of the defined Parking Areas of the District. Should the trailer be attached or hooked up to a vehicle and parked in violation of these Rules, the trailer and the vehicle are each subject to towing.
- 1.3 On-Street Parking.
- 1.3.1 On-street parking in the District is prohibited in those areas as marked in the District Parking and Towing Map attached hereto as Appendix 1.0, in addition the following prohibitions apply through the District:
- (a) Guests and visitors shall be permitted to park on the streets for no longer than six (6) continuous hours in any one day. While parking, guests and visitors shall follow all parking rules and regulations, including those of the

Osceola County and the State of Florida. The Board of Supervisors may grant temporary exceptions when it deems appropriate.

(b) Commercial vehicles (which for purposes of this provision are defined as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia), limousines, lawn maintenance vehicles, construction vehicles, trailers of any kind, vehicles for hire, or vehicles used in business of or for the purpose of transporting goods, equipment, passengers and the like, or any trucks or vans which are larger than one ton, or any dual-wheel trucks shall not be parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas, except during the period of delivery or the provision of services to the adjacent residential unit(s). Such vehicles temporarily parked in accordance with this section shall be fully parked on a paved surface designed for parking or vehicular travel. No portion of the vehicle shall be parked on, over, or within a landscaped or grassed surface of the District, including but not limited to the swale.

(c) Recreational vehicles, including campers, mobile homes and motor homes, regardless of size, all-terrain vehicles (ATVs or ATCs), go-carts, motorcycles, mini- motorcycles, mopeds, unregistered vehicles, boats, and trailers of any type, are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas; however, recreational vehicles may be temporarily parked in said areas for no more than eight (8) hours for the purposes of loading and unloading only.

(d) Golf carts are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas. Golf carts being utilized at the time for the purposes of maintenance of properties within the boundaries of the District and which are owned and operated by the District, a homeowners or property owners' association, or an agent thereof, are exempt from this provision between the hours of 6:00A.M. and 8:00P.M. of the same day.

(e) Individuals working in the District may park within the areas actively under construction in the District as specifically permitted by the District Manager or his/her designee.

(f) Overnight parking, defined as parking between the hours of 10:00pm and 8:00am, shall be prohibited in the areas as indicated on the District Parking and Towing Map attached as Appendix 1.0

1.3.2 No portion of any vehicle shall be parked on the District Right-of-Way for any period of time within twenty (20') feet of any District mailbox kiosk within the District, unless parked within a designated District parking stall in accordance with Section 1.2 above. No portion of any vehicle shall be parked on the District Right-of-Way in a manner that blocks access to single-family home mailboxes. A clearance of fifteen (15') feet before the mailbox and fifteen (15') feet after the mailbox is required.

1.3.3 No vehicle bearing a "For Sale" or similar sign shall be parked on, over, or within the District Right-of-Way or any District parking lot or Parking Area.

1.3.4 Vehicles temporarily parked in accordance with Section 1.3.1 above shall not park in any manner which has the effect of disrupting the normal flow of traffic, which would block the ingress or egress of trucks, public service vehicles, and emergency vehicles, which would require other vehicles to leave the paved surface of the District Rights-of-Way to pass, or which would result in a vehicle being parked in a portion of more than one parking stall of a District Parking Area. In addition, vehicles temporarily parked in accordance with Section 1.3.1 above:

- (a) Shall not park facing the wrong direction on the street.
- (b) Shall not park in any manner that blocks access to a driveway.
- (c) Shall not park in any manner that blocks a sidewalk.
- (d) Shall not park with tires on the grass, as this may cause damage to the District's irrigation.
- (e) Shall not park within thirty (30') feet of the approach to a stop sign.

1.3.5 Any vehicle that cannot operate on its own power is prohibited from being parked on, over, or within the District Right-of-Way or any District parking lot or Parking Area, and shall immediately be removed.

1.3.6 No vehicle bearing an expired registration, missing license plate, or a license plate that fails to match the vehicle registration shall be parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area.

1.3.7 It is a violation of the District Parking and Towing Rules for a vehicle otherwise lawfully parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area to be covered or partially covered with a tarpaulin or other type of vehicle cover. No vehicle parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area shall be used as a domicile or residence either temporarily or permanently.

1.4 Parking in Other Areas of the District. Parking of any vehicle or trailer, including but not limited to those referenced in Section 1.3.1 above, is strictly prohibited on or within all non-paved District property, including but not limited to, landscaped or grassed areas within or adjacent to any District Right-of-Way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.

## 1.5 Enforcement

1.5.1 Towing. Any vehicle parked in violation of the District Parking and Towing Rules may be towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors pursuant to Section 715.07, *Florida Statutes*. Vehicles and vessels parked in violation of the District Parking and Towing Rules upon first offense, may receive a warning affixed to the vehicle or vessel. Towing may be initiated only after the first offense of the vehicle, trailer, or object parked in violation of these Rules. Thereafter, upon direction in writing (email and facsimile are acceptable) from the District Manager or a designee of the District Manager, the tow contractor is authorized to commence towing for a violation or violations of these Rules pursuant to Section 715.07, *Florida Statutes*. A vehicle or vessel parked in violation of the District Parking and Towing Rules for a period of longer than twenty-four (24) hours after receiving its initial warning under this section shall be subject to towing.

1.5.2 Suspension and Termination of Privileges. A resident's privileges at any or all District Amenity Facilities may be subject to various lengths of suspension or termination by the Board of Supervisors due to violations of these rules.

1.6 Suspension of Rules. The enforcement of the District Parking and Towing Rules may be suspended in whole or in part for specified periods of time, as determined by resolution of the Board of Supervisors of the District. In addition, the enforcement of the District Parking and Towing Rules may be suspended during emergency situations at the discretion of the District Manager.

1.7 Damage to District Property. Should the parking of any vehicle on, over, or within the District Rights-of-Way, District parking lots or Parking Areas, or District Property, or any portion thereof, even if on a temporary basis, cause damage to District infrastructure, landscaping or other improvement, the owner and driver of the vehicle causing such damage shall be responsible to fully reimburse the District to repair or replace such improvement. Damage includes, but is not limited to, staining caused by fluid leaking onto District parking areas. The decision on whether to repair or replace a damaged improvement shall be at the discretion of the District.

1.8 Vehicle Repairs. No vehicle maintenance or repair shall be performed on, over, or within any portion of the District Rights-of-Way, District parking lot or Parking Area, or District property. No vehicles shall be stored, even temporarily, on blocks on, within, or over the District Rights-of-Way, District parking lots or Parking Areas, or District Property.

1.9 Other Traffic and Parking Regulations. Nothing in these District Parking and Towing Rules shall prohibit local law enforcement from enforcing the laws that are a part of the State Uniform Traffic Control Law, Chapter 316, *Florida Statutes*, or any other local or state law, rule or ordinance pertaining to vehicular traffic or parking enforcement.

**Appendix 1.0**

**District Parking and Towing Map**

[ATTACHED BELOW]

## SECTION XIII

# SECTION C



# SECTION 1

# Reunion East

Item #	Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
1	3/14/11	Irrigation Turnover	Developer		On Hold	Issue on Hold Pending CUP Negotiation
2	3/16/17	Allocation of 532 Costs	Scheerer/d'Adesky		On Hold	Proposals from Yellowstone presented at August meeting. Counsel Sent Demand Letters for Costs to Each Parcel Owner. Publix Declined Sharing Costs.
3	1/11/18	Amendment to MSA to Incorporate Heritage Crossing Community Center & Horse Stables	Resort/Flint		In Process	Negotiations with New Resort Owners to Take Place Over the Course of 60-90 Days
4	10/11/18	Evaluation of Speed Limit Signs	Cruz		Completed	
5	4/11/19	Old Lake Wilson Road Gate Signage	Scheerer/Boyd		In Process	
6	4/11/19	Watson Court Park	Scheerer		In Process	Proposals Pending for Landscaping Enhancements
7	4/11/19	Review of 4-Way Stop at Spine Road & Tradition Blvd.	Boyd		In Process	Warrant Study on June Meeting Agenda
8	4/11/19	Corolla Court Parking Issue; Evaluation of Addition of Street Parking Towaway Zones	Williams/Cruz/Scheerer		In Process	Proposed Towing Policy on June Meeting Agenda
9	4/11/19	Remove Key Pad at Unmanned Back Gate on Old Lake Wilson Road	Williams/Cruz		Completed	Key Pad Removed
10	4/11/19	Patriot's Landing Small Retention Pond Cleanup	Boyd		In Process	Behind 7714 Linkside Loop
11	4/11/19	Creating Dog Parks/Playground	Goldstein		In Process	Information to be Provided at June Meeting

Item #	Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
12	4/11/19	Repainting Speed Monitor Sign Poles "Black"/Replace Poles	Scheerer		In Process	
13	5/9/19	Crosswalk in Front of Resort	Boyd		In Process	

#### Reunion West

Item #	Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
1	1/11/18	Installation of Neighborhood Monuments	Scheerer		In Process	Submitted for Permitting
2	2/21/19	Cost to Install Parking Spaces at Valhalla Mail Kiosk Area	Boyd		In Process	Engineer Authorized to Prepare Work Authorizations for Parking Area and Landscaping Installations in Amount NTE \$10,000 Each. Chairman Authorized to Execute Authorizations.
3	2/21/19	Evaluate Traffic Lanes for Sinclair Road Gate	Boyd/Scheerer		In Process	Engineer Authorized to Prepare Work Authorizations for Traffic Lane Work in Amount NTE \$10,000. Chairman Authorized to Execute Authorizations.
4	4/11/19	Review of 4-Way Stop at Tradition Blvd. & Golden Bear	Boyd		In Process	Warrant Study on June Meeting Agenda

Reunion Resort & Club  
Seven Eagles Cove CDD Action Items Punch List

Ref #	Notes & Action Items Description	Target Date	Responsible Party(s)	Status/Notes/Next Steps	Completed Date	Comments
1	Landscaping around building is over grow	21-Mar	Yellowstone	Landscaping needs to be replaced in serval areas		On Hold

## SECTION 2

*This item will be provided under  
separate cover*

## SECTION 3

*This item will be provided under  
separate cover*



## SECTION 4

District  
Reunion East

Landowner	Product	Total O & M	Total Debt	Total Due	O & M	Debt	Total	Paid
Citicommunities								
35-25-27-4885-PRCL-0C30								
	Nov				\$5,491		\$7,496	\$12,987 paid 2/25/19
	Feb				\$2,746		\$3,748	\$6,494 Paid 2/25/19
Estoppel	May	\$10,982	\$14,992	\$25,974	\$2,746		\$3,748	\$6,494 Paid 5/30/19
Totals	Total	\$10,982	\$14,992	\$25,974	\$10,982	\$14,992	\$25,974	
LRA ORLANDO LLC								
35-25-27-4885-PRCL-0C30	4 MF	\$1,848	\$5,053	\$6,901				
	Nov				\$924	\$2,527	\$3,451	11/5/18
	Feb				\$462	\$1,263	\$1,725	11/5/18
	May				\$462	\$1,263	\$1,725	11/5/18
	Total				\$1,848	\$5,053	\$6,901	
EHOF								
11-1-15 Interest								
27-25-27-2985-TRAC-FD20	30 Comm/755 MF	\$358,021	\$153,228	\$511,249				
35-25-27-4895-PRCL-01C0	242.29 Comm/701 MF/300 Hotel	\$490,846	\$1,207,865	\$1,698,711	\$454,923	\$858,693	\$1,313,616	Paid 1/2/19
27-25-27-2985-TRAC-FD30	10 Comm/56 MF/104 Hotel	\$60,979	\$956,292	\$417,271	\$227,462	\$429,346	\$656,808	
		\$909,846	\$1,717,385	\$2,627,231	\$909,846	\$1,717,385	\$2,627,231	

District  
Reunion West

	Total O & M	Total Debt	Total Due	O & M	Debt	Total	Paid
Landowner							
Reunion West SPE							
27-25-27-4927-0001-WC10	\$7,276		\$7,276	\$29,883		\$29,883	Paid 1/30/2019
27-25-27-4927-0001-SF10	\$37,864		\$37,864	\$29,883		\$29,883	Paid 3/28/19
27-25-27-4927-0001-SF20	\$41,725		\$41,725	\$29,883		\$29,883	
27-25-27-4935-0001-OXXO	\$32,667.00		\$32,667	\$29,883		\$29,883	
	<u>\$119,532.00</u>	<u>\$0.00</u>	<u>\$119,532.00</u>	<u>\$119,532</u>	<u>\$0</u>	<u>\$119,532</u>	
Reunion West HOA							
22-25-27-4923-0001-00B0							
	\$202,932	\$0	\$202,932	\$50,733.00	\$0.00	\$50,733.00	Paid 1/30/2019
				\$50,733.00	\$0.00	\$50,733.00	Paid 3/28/19
				\$50,733.00	\$0.00	\$50,733.00	
				\$50,733.00	\$0.00	\$50,733.00	
				<u>\$202,932.00</u>	<u>\$0.00</u>	<u>\$202,932.00</u>	