

*Reunion East Community  
Development District*

*Agenda*

*July 12, 2018*

# AGENDA

# *Reunion East*

## *Community Development District*

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

July 5, 2018

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, July 12, 2018 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 June 14, 2018 Meeting
4. Consideration of Management Services Agreement (MSA)
5. Discussion and Consideration of Actions Related to Unallocated Debt
6. 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
7. Other Business
8. Supervisor's Requests
9. Next Meeting Date
10. 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 June 14, 2018 meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of the Management Services Agreement (MSA). A draft copy of the agreement is enclosed for your review.

The fifth order of business is the discussion and consideration of actions related to unallocated debt. This is an open discussion item.

The sixth 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,



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, June 14, 2018 at 1:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum were:

Carlton Grant	Chairman
Mark Greenstein	Vice Chairman
Steven Goldstein	Assistant Treasurer
Don Harding	Assistant Secretary
John Dryburgh	Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Alan Scheerer	Field Manager
John Cruz	CWS Security
Daniel Baker	ACP Communities
Rob Stultz	Yellowstone Landscape
Chris Arnold	Yellowstone Landscape

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period.**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the May 10, 2018 Meeting**

Mr. Harding: On page 3 it should refer to Mr. Dryburgh not Mr. Harding.

On MOTION by Mr. Harding seconded by Mr. Greenstein with all in favor the minutes of the May 10, 2018 meeting were approved as amended.

**FOURTH ORDER OF BUSINESS**

**Discussion of Additional Security Measures at Unmanned Rear Gate**

Mr. Harding: This is something that has been brought up in our ABOG meeting and in the community. People are coming in the exit gate and that is how they are coming into Reunion. I don't know how they activate the gate or maybe they go around it or whatever and activate it from the other side then they shoot in. People are wondering what we can do. One suggestion was to put a spike mechanism in the road where you can only go one way and if you back up your tires are punctured. Is that something you can do with our roads?

Mr. d'Adesky: You can do it but there are a lot of liability issues. Regardless of whether or not you are responsible people are going to sue you.

Mr. Greenstein: Alan is recommending the Sally system on that side too.

Mr. Scheerer: On the entry we have the barrier gates and bi-party gates so you hit your card, the gate comes up, you pull up, the gate arms open and as soon as you go by the gate comes down. We do not have that on the exit side. What happens is the bi-party gate opens, you can run a couple cars through there because it is timed so as not to close on a vehicle. Opposed to spikes a simpler suggestion would be to look at the cost to install barrier arm gates and they have them as soon as you go that drops fast.

Mr. Goldstein: Why doesn't the current arm drop quicker?

Mr. Scheerer: It is timing, we can have it drop a little sooner if it is a problem, but you have to remember you have to wait for the bigger gate to open. You are sitting there and there is not a staging area in-between the barrier gate and the swing arm gate. My answer is to install gate arms. The CDD owns the swing arms the master installed the gate arm.

Mr. Dryburgh: Why don't we have cameras there and track it back to whoever is going in there?

Mr. Cruz: We do have cameras at that entrance. If residents come across folks who are behind them trying to get in we strongly encourage them to call us immediately so we can get out there and address it.

Mr. Dryburgh: To have a person take the time out of their day to call security it is not going to happen.

Mr. Cruz: The folks who do care give us a call. Those cameras are for the most part monitored, they are in our dispatch office, however, we can't have 24 hours attention to those cameras. We do catch them and I have them in my office. I will see people do that.

Mr. Goldstein: What is the legality of it if someone goes down the wrong side of the road to go in the exit? Is that against State law?

Mr. Harding: Yes, the wrong side of the road.

Mr. Goldstein: Why would we not be able to call not just you but have you call the police?

Mr. Cruz: We have and it is kind of touchy. The last instance we have of that happening law enforcement said there is not much they can do. I have a meeting on Tuesday with the Sheriff's Department.

Mr. Goldstein: All I hear is this is a public highway but if they can't do anything because it is a gated community let's go back to the conversation of saying what happens when those bonds are paid off, why do you let people come through because it is a gated community.

Mr. d'Adesky: It is public roads.

Mr. Cruz: That goes back to the officer that responds and if they are not familiar with the area. One of my goals for the meeting with the Sheriff's office is to get these guys who are here on rotation familiar with Reunion and how to approach these situations.

Mr. d'Adesky: That is pretty common with the Districts that we represent when there is a gate, it is a matter of educating them, which is an ongoing and consistent task because you may have a new officer who comes in and isn't familiar with the area and didn't realize it is a CDD, these are public roads, they can be enforced. We have this issue in all different counties.

Mr. Flint: It is a constant education process. The Osceola Board of County Commissioners knows these are public roads because they required us to enter into an interlocal agreement when the District was formed acknowledging they were public acknowledging the public access issues with the gates. There is no debate about them being public the issue is that the specific officer who may respond their default is going to be I see a gate therefore, these are private roads. We battle that all the time.

Mr. Harding: I have had communication with James Frowick, the Deputy Sheriff and he supports our neighborhood watch and he responded and said he was going to get more involved with his department in terms of making sure they follow-up better with regard to violations and people parking on the wrong side of the street, parking opposite each other, which is another violation.

Mr. Flint: The other difficult thing about that situation is the fact they are public roads so if someone is tailgating someone through the gate they are entering a public road and we can't preclude them from entering but we try to direct them to the manned gate where at least we can monitor them entering and leaving. If they are tailgating I'm not sure they are going to be able to write a ticket because it is a public road. We can try to address that through the speed of the gate arms. It is a double edge sword on the speed of the gate arms because you get them too fast and they close on people's hoods and we get a lot of broken gate arms. You have to balance the timing of that.

Mr. Harding: Your other idea as far as the exit gate can we look at that?

Mr. Scheerer: Of course.

Mr. Harding: Why don't we take that as an action?

Mr. Greenberg: Getting the Sally gate so you have to be leaving from inside the community for the Sally gate to come up.

Mr. Scheerer: There is a loop in the road and that is the on/off mechanism when you drive through a gate like that. You pull up to it and it opens and when you clear it, it closes and we want that to close very quickly and this way if anyone is trying to come in the other way they will hit the gate and hopefully, security picks them up on camera and we can go after them.

Mr. Flint: We always find that we have to pair the rapid arm gates with the slow-moving swing arm gates.

Mr. Greenberg: On the entry is there sufficient distance between the Sally arm and the real gate that it is a two-step process? I felt like I was being held hostage in a bank branch when I opened the outer door and then the outer door behind me locks then they inspect me before they let me go through the second door. When you swipe the prox card can it just operate the Sally gate and when you come up, the Sally gate comes down and because you are getting close to the gate it, then opens up so it is kind of a two-step process?

Mr. Scheerer: There is room for a car but there may not be plenty of room for a truck or if someone has a trailer. I will look at staging and stacking and get with ACT and see what we can do. We can definitely increase the speed of the rapid arm gate so it comes down a lot quicker. We just have to make sure nobody is trying to get between both gates.

Mr. Goldstein: I assume we can't say, car entrance only because it is a public highway?

Mr. Flint: We might be able to but enforcing that I don't know.

Mr. Scheerer: Let's see if we have room. I drive a 4-door F-150 and that is a good size pickup truck and I feel comfortable that I can sit in there in my truck and that might be an option.

Mr. Flint: The reality is you can put, car only, on there but you are going to have someone with a trailer or motor home and end up with an issue.

Mr. Scheerer: We will get some information for the Board.

**FIFTH ORDER OF BUSINESS**

**Ratification of Natural Gas Agreement with Infinite Energy**

Mr. Scheerer: Every year we bring this back to the Board. As you know we have an agreement with Infinite Energy to provide gas for the swimming pools. We did not get this in time for the last Board meeting and George executed it. The costs are all the same for the gas at our pools with the exception of Seven Eagles and the Terraces.

On MOTION by Mr. Greenstein seconded by Mr. Harding with all in favor the Natural Gas agreement with Infinite Energy was ratified.

**SIXTH ORDER OF BUSINESS**

**Discussion of Fiscal Year 2019 Proposed Budget**

Mr. Flint: We would like to defer this item until the July meeting at which time we will talk about whether we need to move the August meeting out a little bit from the regular date.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Management Services Agreement (MSA)**

Mr. Flint: I did provide Mark with a preliminary draft this morning and we would like to hold off on distributing that until Counsel and Mark have an opportunity to review that and get

some feedback from LRA. Again, we think this will be something that we will have a more meaningful discussion at the July meeting. In the interim you have designated Mark as the point person for the Board on this issue.

**EIGHTH ORDER OF BUSINESS**

**Discussion and Consideration of Actions  
Related to Unallocated Debt**

This item deferred until the next meeting.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There being none, the next item followed.

**B. Engineer**

There being none, the next item followed.

**C. Manager**

**i. Action Items List**

Mr. Flint: LRA is still working on the irrigation issue.

Mr. Baker: We will have an update next month on that.

Mr. Flint: Steve is continuing to work on the signalization. I think the lead time on the mast arms is lengthening so he can update you in July. The allocation of the 532 costs I believe Andrew informed you at the last meeting that due to some staff changes some of the preliminary discussions we had with staff, which seemed to be favorable to that has now changed.

Mr. d'Adesky: There is no further input from our end, it was a matter of cost analysis.

Mr. Harding: We were going to get costs on what it would take.

Mr. Scheerer: \$226,300 to remove all landscaping, irrigation and everything we have on the south side.

Mr. Harding: Is that removing trees too?

Mr. Stultz: The only trees that would stay is Oaks and Magnolias, everything else would have to go as well as the plant material that is on every bed out there. That means we would

have to go back in some areas from the curve of the road to the light poles and that is where your land would stop.

Mr. Scheerer: There is a sidewalk in there too.

Mr. Harding: What is the cost of maintaining that part of the road?

Mr. Flint: They provided that to us before, they provided the median, north side and south side.

Mr. d'Adesky: We can do it in portions, it doesn't have to be all or nothing. Their interpretation and our interpretation is something we rarely agree on but we could pull out of a certain section if we wanted to pull out of a section.

Mr. Harding: Why don't we break it down into some options?

Mr. Stultz: There is going to be a lot of machinery for the work to be done in there. We would have to stage dumpsters out there just to put the debris in. Taking out all that Zoysia grass, heavy debris, mud, turf, load it in the dumpsters so it is a lot of debris coming down. That is all the new grass, all the removal, there are irrigation components that do still affect the median. Anything in the median there is irrigation on that side we have to leave, we have to cap off a lot of valves and stuff like that, it has to be closed off. We still need some of the pipe to run underneath there to run the middle part. It is just not one thing it is more.

Mr. Scheerer: It is \$27,733 to maintain outside the 532. The overall cost for the sod work and the median according to the contractor is \$173,928 that is for all three sections, north, south and the median. Of that you are looking at about 16% for the maintenance.

Mr. Dryburgh: Why is that such a small amount of the expense?

Mr. Scheerer: It is a small amount because there is not a lot of sod. I imagine a lot of that is shrub trimming, spraying weeds and stuff like that. In the median you have all the sod and now we have added more sod. It is 24% on the north side of the median. These are numbers provided by Rob Stultz to us back in October 2017.

Mr. Goldstein: I'm in no rush to change what we are doing myself. I don't see why we are even thinking about ripping it out I think we ought to wait and see what happens being built down the road then try to renegotiate this again with somebody. But to spend \$200,000 is ridiculous.

Mr. Harding: I do too.

Mr. Goldstein: It looks nice while we are maintaining it, it is a little less than the Resort and everybody else.

Mr. Greenstein: I think our intent was good, going through the analysis was good, I think we have to recognize if we were on metered water we may be having a different discussion. Under the current scenario I say, let's monitor the situation and revisit it down the road. I appreciate everything everyone has done on this issue because it is irritating when you think about commercial entities like the Publix shopping center that are getting the benefit of our efforts and our expenditures. If there is a way to isolate that area and go back to them and say we are going to pull it out but it has to be at a reasonable cost that we can recoup within a three year period.

Mr. Harding: What if we threatened to do it?

Mr. d'Adesky: We could do that; however, the demand letter was sent out by the County. We haven't threatened them directly. Our legal obligation is to restore it to its original condition.

Mr. Harding: Is that written somewhere?

Mr. d'Adesky: In the interlocal agreement.

Mr. Harding: What if we were to go to those entities again and say the Board is seriously talking about doing that.

Mr. d'Adesky: I think we would need a parcel by parcel break out of how much we are demanding from each.

Mr. Harding: Why don't we send out individual letters to each of them and say this could disappear in front of your entity very shortly.

Mr. Greenstein: When I made that statement I was thinking about the commercial entities. I would not go after a church. Isn't there another entity that owns the property in front of the apartments? I'm talking about from Old Lake Wilson going west at some reasonable point we say okay, that is a commercial corridor we did it before the commercial corridor existed. If we could isolate that and figure out what it would cost without driving anybody crazy then I think we have something to go back to them with and the shopping center people would pay attention.

Mr. Scheerer: We can do it by each parcel.

Mr. Harding: Can we at least do that and not give up? Can you bring back a map to the next meeting with a cost for each parcel?

Mr. Stultz: Yes.

Mr. Goldstein: An idea of how you can just clean it up to reduce our cost but not necessarily ripping everything out?

Mr. Stultz: Sure.

Mr. Flint: The MSA we have already talked about. The signage on Sinclair, I think the Board approved that last month.

Mr. Grant: It is completed and installed.

Mr. Flint: That is everything on the list. Is there anything else?

Mr. Scheerer: The landscape lighting proposal was approved and it is on here as not completed but I thought that was completed. The roof was taken care of.

Mr. Flint: Since we don't produce this list it may not be as updated as you would like.

Mr. Harding: Did we update the existing MSA as far as including Linear Park as far as the Resort managing and scheduling events there?

Mr. Flint: That would be an amendment to the existing agreement, we are working on the new one, but we will also amend the existing one as part of the discussion. That will happen, we will formalize the arrangement of the waiver of any rental fees for events in Linear Park.

We are going to add an item to the action items list about the updates on the exit side of the gate that we talked about.

**ii. Approval of Check Register**

Mr. Flint presented the check register in the amount of \$282,918.74.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor the check register was approved.

**iii. Balance Sheet and Income Statement**

A copy of the balance sheet and income statement was included in the agenda package. There is no Board Action necessary.

**iv. Status of Direct Bill Assessments**

A copy of the status of direct bill assessments was included in the agenda package.

**v. Presentation of Arbitrage Rebate Calculation Report**

A copy of the arbitrage rebate calculation report for the Series 2005 bonds reflecting a negative rebate requirement of \$2.8 million was included in the agenda package.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor the Arbitrage Rebate Calculation report for the Series 2005 Bonds was accepted.

**TENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor’s Requests**

Mr. Harding: I know you are working on the new MSA. Do we have Encore committed to restoring this? What are they going to do with the carpeting?

Mr. Flint: We are still working on that. I know we are well into June and the end of their lease was May 30<sup>th</sup>, but we are still working with that. Their contractors have come back and done some additional work over there. I met with them before the Rolling Oaks meeting today so we are still working through that. We have a \$15,000 security deposit but we are concerned that won’t cover what needs to be covered. As we work through the MSA and get to the point where we enter into an MSA with the Resort this has to be restored, we have to have those issues resolved.

Mr. Goldstein: There was an issue discussed last time regarding if we could have a gate operated system with something tied to the license plate or something on the windshield. John was going to look into those costs.

Mr. Cruz: I met with Jody from ACT and I am waiting on some numbers. I have to follow-up and see where we are on that.

Mr. Goldstein: Also, there was some discussion, a couple members wanted to donate some money to try out some stoplights by the water park. Did anyone approach you about that or anyone else here?

Mr. Flint: No, I didn’t have any further communication after our email exchange. I don’t think we have any objection to that as long as they meet the DOT standards and the locations are approved by the Engineer. If there is no objection from the Board as long as the Engineer signs

off and it meets DOT standards would there be any objection if someone wanted to donate radar speed limit signs?

Mr. Goldstein: It is not going to reflect your speed it is going to be a lit speed limit that says 25 mph and it will have photocells.

Mr. Flint: We have them in other Districts around school zones. The only thing I want to make sure the Board understands is you probably do want to keep the same type of pole, the decorative pole, you don't want to put a galvanized metal pole up.

Mr. Goldstein: I think they were just going to give the money to the Board.

Mr. Flint: That would be easiest because we are tax-exempt that would be the better way to do it. The Board can accept a donation and purchase it tax-exempt.

Mr. Greenstein: The only issue I have is one of our residents was discussing the issue of safety or the need to go into the street while walking down one sidewalk because of a vacant lot. We know the sidewalk has to go in as part of a house build and the developer of that property is responsible for the sidewalk.

Mr. Flint: At the time they build the house.

Mr. Greenstein: Who is responsible for the sidewalk in front of my residence?

Mr. Grant: It is all CDD there is no distinction.

Mr. Flint: We don't have the responsibility to pressure wash them for aesthetics, but we do have a safety responsibility.

Mr. Greenstein: I know we have some modified arrangements where I think the master does the sidewalk when they pressure wash houses.

Mr. Scheerer: That is aesthetic.

Mr. Greenstein: I was also assuming that the installation of the sidewalk goes in at the time of construction after infrastructure is installed in case there is a need to run anything under there so this party was basically recommending they would like to see since a lot of our communities were virtually complete there may only five or six vacant lots, they would like to see sidewalks installed.

Mr. d'Adesky: In Celebration they employ seven fulltime employees to repair sidewalks. If sidewalks are installed, as the installer we would have to maintain that going forward and if there is a tripping hazard have it repaired.

Mr. Goldstein: As a trade-off a guy in a wheelchair doesn't have to go in the street. I think there is a higher risk the street versus the trip hazard.

Mr. Greenstein: Landscaping is not done in that section. So we would have to end up doing both.

Mr. Flint: If you are considering putting sidewalks on undeveloped lots like that there are some other issues. In another District we manage someone stepped off the edge of a sidewalk into a hole and there has been a lawsuit going on for three years. If you are going to put sidewalks on a lot that is not developed then you are also going to have issues, there is no sod, there is no driveway, then you have an elevation change, someone could step off the edge, break their ankle.

Mr. Greenstein: I told the individual there were a number of issues.

Mr. Flint: If the Board wants to do it we can do it; it is a matter of cost.

Mr. Harding: I think we leave it alone.

Mr. Greenstein: Don't be surprised if we individually get a letter and the HOA gets a letter.

**TWELFTH ORDER OF BUSINESS**

**Next Meeting Date**

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor the meeting adjourned at 1:52 p.m.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION V

**MANAGEMENT SERVICES AGREEMENT**  
**(HERITAGE CROSSING COMMUNITY CENTER AND HORSE STABLES)**

**THIS MANAGEMENT SERVICES AGREEMENT** (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district and a local unit of special purpose government (the "CDD"), and **THE REUNION CLUB OF ORLANDO, LLC**, a Georgia limited liability company (the "Management Company").

**RECITALS:**

A. **WHEREAS**, the CDD is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and pursuant to Osceola County Ordinance #01-31.

B. **WHEREAS**, the recreational amenities/properties commonly referred to as "Heritage Crossing Community Center and the Horse Stables", as further defined in the attached Exhibit "A", (the "CDD Facilities") is owned by the CDD.

C. **WHEREAS**, the CDD desires the benefit of the experience and services of the Management Company for the operation and management of the CDD Facilities upon the terms and conditions set forth in this Agreement, and the Management Company is willing to accept such obligations pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of valuable considerations paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. Term of Agreement. This Agreement shall be for a four-year term beginning on the Effective Date and ending on \_\_\_\_\_ (the "Term").

3. Acceptance of Management Responsibility. The CDD hereby retains the Management Company to manage and operate the CDD Facilities in accordance with the standards set forth herein and to further render the Services (as defined below), and the Management Company hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement.

4. Compensation. The Parties agree that no monies or other compensation shall be due from the CDD to the Management Company for the provision of the Services (as defined hereunder). The Management Company will receive all revenues and income derived from the operations of the CDD Facilities with the exception of Facility Rental Fees as more fully described below. Management Company will be responsible for paying all bills and costs associated with the operation and management of the CDD

Facilities as more fully set forth herein, and any balances remaining after payment of such costs will remain the income of the Management Company.

5. Facility Rental Fees. Management Company shall collect a Facility Rental Fee for each event held in the CDD Facilities, excluding CDD Sponsored Events. Management Company will remit Facility Rental Fees to the CDD on a monthly basis with a report indicating the date, time and description of each event. Facility Rental Fees will be reviewed annually and can be adjusted by mutual written consent of the parties. The initial Facility Rental Fees are as follows:

(a) Non-Resident Events:

- (i) Heritage Crossing Community Center (per four (4) hour block) –
  - o \$400 per quarter of facility
  - o \$1,200 for whole facility
- (ii) Horse Stables (per four (4) hour block) –
  - o \_\_\_\_\_

(b) Resident and Non-Resident User Fee Payer Events:

- (i) \_\_\_\_\_% Discount applied to Non-Resident Event Fees

(c) CDD Sponsored Events:

- (i) Exempt

6. CDD Sponsored Events. Management Company shall block out specific dates and times for CDD Sponsored Events. CDD Sponsored Events are intended to benefit residents and non-resident user fee payers. Specific dates and times will be determined by mutual written consent of the parties.

7. Services of Management Company and Operation of CDD Facilities. The Management Company shall act as the manager of the CDD Facilities, including all activities related thereto, and the Management Company shall provide the CDD with the following services, including but not limited to (collectively, the "Services"):

(a) Standards and Operation. The Management Company shall manage and maintain the CDD Facilities as a part of the CDD community and at all times in accordance with that of a high quality public facility, at a level consistent with or better than a similar operation in central Florida. General standards for management and maintenance of the CDD Facilities are set forth in this Agreement, and more specific standards pertaining to the CDD Facilities are set forth in Exhibit "B" attached hereto.

(b) Operational Inventory. The Management Company shall purchase all necessary and recommended inventory and supplies, enter into all necessary contracts for electricity, gas, propane, telephone, general cleaning, window cleaning, refuse disposal, pest control, payroll or staff services, and for any other utilities or services which the Management Company shall

consider reasonably necessary or advisable for the operation of the CDD Facilities, and make ordinary repairs and maintenance (as more fully set forth below and subject to the prior approval of the CDD, and the lack of a statutory or regulatory need to bid for such services). Within sixty (60) days after the Management Company has begun to perform its duties under this Agreement, both the Management Company and the CDD shall cooperate to produce an inventory detailing the ownership of all personal property items located at or within the CDD Facilities which are subject to this Agreement.

(c) Emergency Maintenance Service. The Management Company will have a properly qualified person available to handle maintenance emergencies affecting the CDD Facilities, before and after the maintenance emergency event.

(d) Other Services and Conditions.

(i) The Management Company will provide appropriate personnel to manage the CDD Facilities during hours of operation, which hours shall be established by the Management Company from time to time, and which hours shall be subject to review by the CDD. The Management Company shall post appropriate signage indicating the hours of operation and a contact number for the Management Company. The Management Company may elect to permit use of certain areas of the CDD Facility during discrete periods while restricting use of other areas of the CDD Facilities during those same periods. The Management company shall make best efforts to ensure CDD Facilities are only accessed by (a) property owners within the boundaries of either Reunion East or Reunion West community development district ("Property Owner") and the guests of Property Owners (inclusive of guests of the Management Company, as a Property Owner), (b) employees, contractors, subcontractors, and other licensees of the Management Company and (c) individuals who have paid the CDD Non-Resident User Fee. The Management Company shall have discretion regarding implementation of operating procedures to ensure authorized users follow use and conduct policies established by the Management Company consistent with the mutually acceptable operating and maintenance requirements. The Management Company will secure the CDD Facility during periods of inoperation, and may, in its sole discretion, monitor and surveil the CDD Facilities for compliance. The Management Company shall have the authority to restrict access, deny privileges, and/or apply other appropriate measures to address unauthorized users, authorized users attempting use during periods of inoperation, and authorized users that violate behavioral standards of the Management Company.

(ii) The Management Company hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the CDD Facilities are located, at Management Company's sole cost and expense, except as provided in paragraph 6.(b) herein, and the Management Company will take such action as may be reasonably necessary to comply with any and all notices, orders or other requirements affecting the CDD Facilities issued by any governmental agency having jurisdiction over it, unless specifically instructed by the CDD or the CDD that it intends to contest, at the CDD's cost and expense, such orders or requirements and that the Management Company shall not comply with the same. The Management Company shall

provide immediate notice to the CDD of any such orders or requirements upon receipt of same.

(iii) If requested by the CDD, a representative of the Management Company shall attend all CDD Board of Supervisors meetings. Additionally, the Management Company shall attend membership meetings with homeowners and developer representatives upon prior notice by the CDD.

(e) Liquor Licenses and Liability. In the event liquor or any other alcoholic beverage is to be served in or upon any of the CDD Facilities, the Management Company shall be responsible for acquiring and maintaining in good standing any and all licenses required by law which are necessary to legally serve alcoholic beverages. In addition, the Management Company shall comply with all liquor liability insurance requirements as more fully described herein. The CDD shall cooperate with Management Company as may be reasonably required to provide documentation or information to licensing authorities in order for the Management Company to acquire and maintain such licenses.

8. Repair, Maintenance and Utilities.

(a) Except for the CDD's maintenance responsibilities set forth below, Management Company shall maintain the interior, exterior, landscaping and grounds of the CDD Facilities and every part thereof in good repair and condition; damages by causes beyond the control of the Management Company, reasonable use, ordinary decay, wear, and tear excepted. Management Company hereby further covenants at its expense to:

(i) Comply with the requirements of applicable building, housing and health codes specifically applicable to Management Company's use of the CDD Facilities;

(ii) Maintain the ceilings, windows, screens, doors, steps, porches, interior walls, floors, cosmetic features of the exterior of the building(s), paint, landscaping, grounds, parking lots and all other non-structural components in good repair and the plumbing, heating and air conditioning systems in good working condition;

(iii) Provide for the monthly extermination and prevention of rats, mice, roaches, ants and wood-destroying organisms;

(iv) Maintain all locks and keys;

(v) Maintain in a clean and safe condition all areas of the CDD Facilities;

(vi) Provide for garbage removal and outside receptacles therefor; and

(vii) Pay for all utilities provided to the CDD Facilities.

Subject to subsection (b) below, the CDD shall maintain the structure of the building(s) on the grounds of the CDD Facilities, including the integrity (but not the cosmetic condition) of exterior walls, roof and foundation except to the extent that any maintenance or repairs are deemed "minor

repairs" (*i.e.*, less than or equal to \$2,500), and also to the extent that any maintenance or repairs are required as a result of the negligence or intentional acts of the Management Company, its employees, agents, contractors or guests, in which cases Management Company shall be responsible for said costs and obligations. Notwithstanding the foregoing, the CDD shall have no liability or obligation for said maintenance unless and until it receives written notice from Management Company that maintenance and/or repairs are necessary.

(b) The Management Company shall not be responsible for any "Capital Expense" for any single item of repair or replacement which exceeds Two Thousand, Five Hundred and 00/100 Dollars (\$2,500) (unless said repair or replacement is a result of the negligence or intentional acts of the Management Company, its employees, agents, contractors or guests), and shall not incur on behalf of the CDD any Capital Expense unless specifically authorized in writing, in advance, by the CDD, except, however, such emergency repair as may involve a danger to life or property or as may be immediately necessary for the preservation and safety of the CDD Facilities or the members, occupants and livestock, or as may be required to avoid the suspension of any necessary service to the CDD Facilities. A "Capital Expense" is defined as any capital expenditure (not normal operational maintenance and repairs), upgrade or long-term repair that is in excess of \$2,500. Capital Expenses shall include, without limitation, building structural repairs, roof replacement, appliance replacement, carpet or flooring replacement and major building systems replacement including, but not limited to, air conditioning and plumbing. Minor operational repairs and maintenance are included in the Fixed Fee, as defined below, and are to be performed at the cost of the Management Company. Without limiting the generality of the foregoing, it is the intent of this paragraph that the Management Company shall be responsible for the expense if it is due to normal wear and tear or part of routine maintenance service, and the CDD shall be responsible for the expense if it is to prolong the life of the facility or component (*e.g.*, painting exterior, refurbishing chairs) or to make modifications to the CDD Facilities as may be required by law.

(c) The Management Company shall be directly responsible for the general operation and management of the CDD Facilities and the associated maintenance necessary for the upkeep of the CDD Facilities and its related amenities according to the standards reasonably acceptable to the CDD, including cleaning and such maintenance and repair work as may be necessary to operate the facility successfully, and as set forth herein. In the event that the Management Company, at any time during the term of this Agreement, fails to so maintain the CDD Facilities, the CDD shall have the right to give written notice to the Management Company, specifying those areas of specific matters in regard to which the Management Company is not meeting the standards of operation (*i.e.*, facility conditions, employee training, failure to operate within the approved CDD rules and regulations as adopted by the CDD from time to time). The Management Company shall have thirty (30) days from the receipt of said notice to cure such failures in their entirety, or in the event that such failures cannot be reasonably cured within that period, a reasonable period shall be established, provided that the Management Company diligently commences and pursues to complete such cure. If such efforts are not made, this Agreement may be terminated at the sole discretion of the CDD.

(d) The CDD Facilities and all furniture and fixtures, machinery, appliances, operating equipment and all personal property used in the operation of the CDD Facilities and owned by the CDD shall be maintained by the Management Company on behalf of the CDD, in a condition that is appropriate for the operation of the CDD Facilities. Title thereto shall remain in the name of the

CDD. The Management Company will use reasonable caution and care in performing its Services to protect the equipment and premises of the CDD Facilities now owned or hereafter acquired. An inventory of all property owned by the CDD shall be performed by the CDD (or other individual acceptable to the CDD) and the Management Company prior to the Management Company beginning operations at the CDD Facilities. Annual inventories shall be performed in the same manner. At the termination of this Agreement, the Management Company shall be responsible for leaving all CDD inventory items in good condition and repair, ordinary wear and tear excepted.

9. Insurance. The Management Company shall, at its own expense, secure insurance policies as listed below necessary for the proper maintenance, preservation and operation of the CDD Facilities. All insurance shall be issued by companies authorized to do business under the laws of the State of Florida, and must be reasonably acceptable to the CDD. The Management Company shall furnish certificates of insurance to the CDD prior to providing the Services, and each certificate shall clearly indicate that the Management Company has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph.

Management Company shall, throughout the performance of its services pursuant to this Agreement, maintain:

a. Occurrence based comprehensive general liability insurance (including broad form contractual coverage) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it and CDD from claims for bodily injury (including death) and property damage, for incidents occurring on, in or about the CDD premises / facilities, solely which arise from or in connection with the performance of Management Company's services under this Agreement.

b. Business automobile liability insurance covering owned, non-owned and hired automobile exposures, with policy limits not less than \$1,000,000 combined single limit.

c. Workers' compensation insurance sufficient to satisfy all applicable statutory requirements, and Employer's liability insurance in amounts not less than:

Bodily Injury by Accident: \$1,000,000 each accident

Bodily Injury by Disease: \$1,000,000 policy limit

Bodily Injury by Disease: \$1,000,000 each employee

d. Liquor liability insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

e. Umbrella / Excess liability insurance with a minimum limit of \$25,000,000 each occurrence and \$25,000,000 annual aggregate.

All such insurance required in this Section 7 shall be with companies and on forms reasonably acceptable to CDD and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CDD; the insurance required under paragraph 7.a, 7.b, and 7.d shall name the CDD as an additional insured. Certificates of insurance (and copies of all policies, if required by the CDD) shall be furnished to the CDD. In the event of any cancellation or

reduction of coverage, Management Company shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to CDD whatsoever. Acceptance by the CDD of any evidence of insurance submitted by the Management Company does not relieve or decrease in any manner the liability of the Management Company for performance of the Services in accordance with the terms and conditions hereof.

All coverage types, limits and deductible amounts as set forth in this Section 7 hereof shall be reviewed by CDD and Management Company from time to time for the purpose of determining the coverage types, limits and deductible amounts then appropriate of properties similar in type and construction to the CDD facilities and for the nature of the business being conducted, and for purposes of complying with the requirements of any mortgagee.

CDD shall, at its own expense, secure insurance policies necessary for the proper maintenance, preservation and operation of the CDD Facilities and shall name the Management Company as an additional insured. Certificates of insurance shall be furnished to the Management Company.

10. Management Company's Employees. The Management Company shall employ, hire, train and supervise all personnel reasonably necessary to operate the CDD Facilities, with all employees' compensation, benefits and labor costs to be paid by the Management Company. The Management Company shall have authority to hire, train and discharge all employees necessary for the operation of the CDD Facilities, and to fix their compensation; such employees shall not be employees or independent contractors of the CDD. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of Management Company or of entities retained by Management Company are the sole responsibility of Management Company. Management Company shall obtain, for each individual Management Company employs at the CDD Facilities at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed provider of such services, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within Management Company's industry. Management Company shall maintain copies of said background checks on file so long as the subject individual(s) remains in Management Company's employ, and to the extent permissible by law, Management Company shall make all background checks available for CDD's review upon request. Management Company shall use commercially reasonable efforts to enforce strict discipline and good order among its employees while at the CDD Facilities.

11. Licenses, Transfers. The Management Company, at its own expense, shall obtain all licenses and permits necessary to perform the Services. All licenses will be obtained in the name of the Management Company, if possible. In the event the Management Company is in default under this Agreement and/or this Agreement is terminated by the CDD, the Management Company agrees that it will transfer (to the maximum extent permitted by law, ordinance or other governmental regulation), at the CDD's expense, all permits and licenses, including but not limited to any liquor license(s), which may be held by the Management Company for the CDD Facilities and the operation thereof, to the CDD or, at the CDD's sole option, to the CDD's nominee. The cost and expense of such transfers shall be borne solely by the CDD.

12. Termination. Notwithstanding anything to the contrary contained herein, CDD or Management Company may terminate this Agreement, with or without just cause, upon ninety (90) days' prior written notice to the other party. Except as provided for in Section 6(c), in the case of a material event

of default by either party, which default has not been cured within ten (10) days after receipt of written notice thereof from the non-defaulting party, the non-defaulting party may terminate the Agreement upon five days' prior written notice to the defaulting party, provided that, if such default is of a nature that it cannot be cured within such ten (10) day period, then such period shall be extended for such additional period as may be reasonably necessary to remedy the default, but in no event shall such extended remedy period extend beyond ninety (90) days.

13. Notices. Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered, sent via recognized overnight courier (such as Federal Express), or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

**CDD:** Reunion East Community Development District  
c/o Governmental Management Services  
135 W. Central Blvd., Suite 320  
Orlando, FL 32801  
Attn.: District Manager

with a copy to: Latham, Shuker, Eden & Beaudine, LLP  
111 N. Magnolia Ave., Suite 1400  
Orlando, FL 32801  
Attn.: Jan Albanese Carpenter, Esq.

**Management Company:** Reunion Club of Orlando, LLC  
200 Ocean Crest Dr., Suite 31  
Palm Coast, FL 32137  
Attn.: Legal Dept.

and a copy to: Salamander Reunion, LLC  
100 West Washington Street  
Middleburg, VA 20117  
Attn.: Prem Devadas

14. Indemnification. Management Company agrees to indemnify, save harmless and defend the CDD, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the CDD, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Management Company's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Management Company, its agents, employees or sub-contractors in the performance of this Agreement.

15. Compliance with All Laws, Regulations, Rules and Policies.

(a) At all times, Management Company is expected to operate in accordance with all applicable laws, statutes, regulations, ordinances and orders.

(b) Management Company hereby covenants and agrees to comply with all the regulations, ordinances and rules of governmental authorities wherein the CDD's Facilities are located, as said regulations, etc. may specifically relate to Management Company or its services provided hereunder, at Management Company's sole cost and expense except as otherwise provided herein, and Management Company will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Management Company, unless specifically instructed by the CDD that it intends to contest such orders or requirements and that Management Company shall not comply with the same. Management Company shall provide immediate notice to the CDD of any such orders or requirements upon receipt of same. Should such compliance require changes or modifications to the CDD Facilities, Management Company shall provide notice of the CDD as provided under Section 6.

(c) Management Company shall bear all costs associated with compliance with the Americans with Disabilities Act or any other state or Federal legislation related to its performance of the Services; provided however, that the CDD shall be solely responsible for such compliance in respect of the improvements constituting the CDD Facilities and other assets owned by the CDD.

(d) The CDD is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Management Company agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," Community Development District law, and all other statutes and regulations applicable to Management Company.

16. Ownership of Books and Records. Any books, documents, records, correspondence or other information kept or obtained by the CDD or furnished by the CDD to Management Company in connection with the services contemplated herein and/or the CDD Facilities and any related records are property of the CDD. Management Company agrees and acknowledges that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, *Florida Statutes*.

17. Public Records. Management Company agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records pertaining to the management of the CDD Facilities maintained by Management Company are "public records" which must be available to the public.

Management Company agrees and acknowledges that any and all books, documents, records, correspondence or other information related to this Agreement and/or the CDD Facilities may also be subject to inspection and copying by members of the public pursuant to Chapter 119, *Florida Statutes*. In accordance with applicable Florida law:

a. Management Company shall keep and maintain public records that ordinarily and necessarily would be required by the CDD in order to perform the services provided in this Agreement.

b. Management Company shall provide the public with access to public records on the same term and conditions that the CDD would provide the records and a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

c. Management Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Management Company shall meet all requirements for maintaining public records and transfer, at no cost, to the public agency all public records in possession of Management Company upon termination of this Agreement and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, provided that Management Company shall be entitled to retain copies of any records it deems necessary to comply with IRS, Florida Department of Revenue and any other regulatory agencies or necessary for Management Company's defense of any claims by CDD or any third party resulting from Management Company's performance under this Agreement. All records stored electronically shall be provided to the CDD in a format that is compatible with the information technology systems of the CDD so long as Management Company does not incur unreasonable cost or expense in doing so.

If Management Company does not comply with a public records request, such failure to comply shall be considered a default under the terms of this Agreement and applicable law, and the CDD shall enforce the Agreement accordingly.

#### 18. Environmental Covenants.

(a) Management Company shall comply with all environmental laws, rules, regulations, statutes and ordinances, including, without limitation, those applicable to "hazardous substances." Management Company shall unconditionally, absolutely and irrevocably agree to indemnify, defend and hold harmless CDD and its officers, employees, agents, and contractors, from and against and to pay in full on demand by CDD all loss, cost and expense (including, without limitation, attorneys' fees and disbursements and fees of other professionals advising CDD) of whatever nature suffered or incurred by CDD on account of the existence on the CDD Facilities, or the release or discharge from the CDD Facilities, of "hazardous substances" caused by Management Company or its employees, agents, licensees and subcontractors after the commencement of the Services, including, without limitation, any claims, costs, losses, liabilities and expenses arising from the violation (or claimed violation) of any environmental laws by Management Company or its employees, agents, licensees and subcontractors after the commencement of the Services, or the institution of any action by any party against Management Company, CDD or the property whereon the CDD Facilities are situated based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of hazardous substances by Management Company or its employees, agents, licensees and subcontractors after the commencement of the Services, or the imposition of a lien on any part of the Demised Premises under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., as amended ("CERCLA"), and the laws of the state where the Demised Premises is located, or any other laws pursuant to which a lien or liability may be imposed on the CDD due to the existence of hazardous

substances caused by Management Company or its employees, agents, licensees and subcontractors after the commencement of the Services.

(b) In the event any claims, costs, losses, liabilities or expenses arise from the violation (or claimed violation) of any environmental laws by the CDD or its employees, agents, licensees and subcontractors prior to the commencement of the Services, applicable law shall determine the allocation of any liability or responsibility, if any, between any and all parties involved, provided, however, that in no event shall the Management Company be responsible, in whole or in part, for any such claims, costs, losses, liabilities or expenses.

19. Third Party Beneficiaries. The Services provided under this Agreement are solely for the benefit of the CDD and neither this Agreement nor any Services rendered hereunder shall give rise to or shall be deemed to or construed so as to confer any rights on any other party as a third party beneficiary or otherwise, including any owners of property within the CDD.

20. Attorneys' Fees. 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 reasonable attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida, regardless of any conflict-of-interest rules. Any litigation arising under this Agreement shall have venue in a court having jurisdiction over Osceola County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT HAVING JURISDICTION OVER OSCEOLA COUNTY, FLORIDA.

22. Independent Contractor Status. At all times hereunder, the Management Company shall undertake all duties, obligations, and responsibilities as an independent contractor, and not as an employee, agent or representative of the CDD. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the CDD and the Management Company. The Management Company has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the CDD.

23. Sovereign Immunity. Nothing contained herein shall cause or be construed as a waiver of the CDD's sovereign immunity or limitations on liability beyond any limited waiver granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the doctrine of sovereign immunity or by operation of law.

24. Waivers. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant,

agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

25. Miscellaneous.

(a) The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.

(b) The Management Company may not assign this Agreement or any of the rights and duties expressed herein except with the CDD prior written consent, which consent may be withheld in the CDD's sole and absolute discretion.

(c) Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, as the context requires.

(d) The Management Company and the CDD have had equal input in the drafting of this Agreement and, in consideration thereof, the language used in this Agreement will be construed according to its fair and common meaning and will not be construed more stringently or liberally for either party.

(e) If any provision of this Agreement is held to be illegal or invalid, the other provisions shall remain in full force and effect.

(f) 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.

(g) Time, and timely performance, is of the essence of this Agreement and of the covenants and provisions hereunder.

26. Termination of Conflicting Contracts. The Parties agree that this Agreement shall serve to terminate and replace any other agreements pertaining to the provision of the Services described hereunder, including the Management Services Agreement entered into on May 1, 2015.

27. 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.

[SIGNATURE PAGE TO FOLLOW.]

DRAFT

**SIGNATURE PAGE TO  
MANAGEMENT SERVICES AGREEMENT  
(HERITAGE CROSSING COMMUNITY CENTER AND HORSE STABLES)**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

**“CDD”**

REUNION EAST COMMUNITY  
DEVELOPMENT DISTRICT  
a Florida community development district

ATTEST:

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

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

Print: \_\_\_\_\_  
Secretary/Asst. Secretary

Print: \_\_\_\_\_  
Chairman/Vice-Chairman

WITNESSES:

**“MANAGEMENT COMPANY”**

REUNION CLUB OF ORLANDO, LLC,  
a Georgia limited liability company

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

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

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

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

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

**EXHIBIT "A"**

Description of CDD Facilities

[ATTACHED BELOW]

DRAFT

## EXHIBIT "B"

### SPECIFIC OPERATION AND MAINTENANCE REQUIREMENTS FOR THE CDD FACILITIES.

The specific requirements for the CDD Facilities listed below shall be in addition to all the management, operational and maintenance requirements set forth in the Agreement. However, this list shall not be deemed to be an exhaustive or all-inclusive list of the Management Company's responsibilities with respect to the CDD facilities. The exact duties performed by the Management Company shall be those duties mutually agreeable to the CDD and the Management Company, and shall include, but not be limited to, the following:

- The Management Company shall be responsible for maintenance of the CDD owned swimming pool complex, commonly referred to as the Seven Eagles Pool Complex, which consists of a swimming pool, a children's recreation center and a fitness center.
- Management Company shall manage and operate the facility as first-rate public swimming pool and recreation facility, and shall keep the pool, the recreation areas and the appurtenant areas in a clean, attractive and safe condition at all times.
- All pool/patio furniture, fitness equipment, recreational equipment, and any other items of personal property owned by the Management Company and listed in the inventory created pursuant to this Agreement, or hereafter acquired by the Management Company, shall continue to be owned and maintained by the Management Company.
- Management Company shall check pool water quality and complete equivalent to DH Form 921 3/98 Swimming Pool Report, as required by Chapter 64E-9.004(13), FAC, per site visit.
- Management Company shall conduct necessary tests for proper pool chemicals as required to maintain water quality levels within the requirements of chapter 64E-9.004(d).
- Management Company shall operate the filtration systems and recirculation systems, backwashing as needed. Management Company shall clean all strainers, maintain the pools at proper water levels and maintain filtration rates. Management Company shall check valves for leaks, as well as other components, and maintain in proper condition.
- Management Company shall manually skim, brush and vacuum the pool as necessary. Maintenance shall be performed three days per week year-round. At least one day per week, as necessary, the pool will receive super chlorination and algae treatment.
- Management Company shall advise the CDD of any necessary repairs, cleaning or replacement which is deemed a Capital Expense as defined in the Agreement. Upon approval from the CDD's Board of Supervisors, such repairs shall be completed and billed separately.

# SECTION VI

# SECTION C

# SECTION 1

**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	Pavers around pool need to be leveled	21-Mar	J. Reid	on-going		
2	Clocks to hot tubes need to be replaced	21-Mar	J.Reid	to order new clocks		Clocks installed; verify they are operational
3	Landscaping around building is over grown	21-Mar	Yellowstone	Landscaping needs to be replaced in serval areas		<b>To submit bid to board for approval propasal is \$5,670.00</b>

**Reunion East**

<b>Item #</b>	<b>Meeting Assigned</b>	<b>Action Item</b>	<b>Assigned To:</b>	<b>Date Due</b>	<b>Status</b>	<b>Comments</b>
1	3/14/11	Irrigation Turnover	Developer		<b>On Hold</b>	Issue on Hold Pending CUP Negotiation
2	2/12/15	Signalization of Reunion Entrance	Boyd		<b>In Process</b>	TCD instructed by County to order additional required materials. Schedule delayed until materials are received.
3	3/16/17	Allocation of 532 Costs	Scheerer/d'Adesky		<b>In Process</b>	County declined to contribute to costs. Staff to draft letters to south side property owners and prepare map to simplify landscaping.
4	1/11/18	Amendment to MSA to Incorporate Heritage Crossing Community Center & Horse Stables	Resort/Flint		<b>In Process</b>	Draft Agreement on July Agenda
5	2/8/18	Signage on Sinclair Entrance	Grant/Scheerer		<b>Complete</b>	
6	6/14/18	Price New Rapid Arm Gates on Exit Side of Excitement Drive	Scheerer		<b>In Process</b>	

**Reunion West**

<b>Item #</b>	<b>Meeting Assigned</b>	<b>Action Item</b>	<b>Assigned To:</b>	<b>Date Due</b>	<b>Status</b>	<b>Comments</b>
1	8/11/16	Signalization of Reunion Entrance	Boyd		<b>In Process</b>	TCD instructed by County to order additional required materials. Schedule delayed until materials are received.
2	1/11/18	Installation of Neighborhood Monuments	Scheerer		<b>In Process</b>	Areas flagged where signs are proposed to be Installed. Funds from Master HOA pending.

## SECTION 2

# Reunion East Community Development District

## Summary of Check Register

June 1, 2018 to June 30, 2018

Fund	Date	Check No.'s	Amount
General Fund	6/1/18	3966-3971	\$ 97,409.41
	6/7/18	3972-3976	\$ 484,455.84
	6/8/18	3977-3981	\$ 45,195.75
	6/14/18	3982-3983	\$ 53,864.53
	6/15/18	3984-3987	\$ 18,365.49
	6/22/18	3988-3991	\$ 19,530.19
	6/29/18	3992-3994	\$ 1,434.85
			\$ 720,256.06
Replacement & Maintenance	6/1/18	46	\$ 2,370.00
			\$ 2,370.00
Payroll	<u>June 2018</u>		
	Carlton Grant III	50426	\$ 184.70
	Donald Harding	50427	\$ 184.70
	John Dryburgh	50428	\$ 184.70
	Mark Greenstein	50429	\$ 184.70
	Steven Goldstein	50430	\$ 184.70
			\$ 923.50
			\$ 723,549.56

\*\*\* CHECK DATES 06/01/2018 - 06/30/2018 \*\*\*

REUNION EAST-GENERAL FUND  
BANK A REUNION EAST CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/01/18	00129	5/26/18 4268	201805 320-53800-46200		*	267.00	
			RPLC FLUSH VALVE/DIAPHGRM				
		5/26/18 4268	201805 300-13100-10100		*	178.00	
			RPLC FLUSH VALVE/DIAPHGRM				
		5/26/18 4269	201805 320-53800-53000		*	447.00	
			INST.2 RED DOME ADA MATS				
		5/26/18 4269	201805 300-13100-10100		*	298.00	
			INST.2 RED DOME ADA MATS				
BERRY CONSTRUCTION INC.							1,190.00 003966
6/01/18	00134	5/31/18 1911	201804 310-51300-31100		*	750.00	
			TRAFFIC SIGNAL/PHONE MTG				
BOYD CIVIL ENGINEERING							750.00 003967
6/01/18	00054	12/29/17 2018JUN	201806 320-53800-34500		*	7,000.00	
			SECURITY SERVICES JUN18				
		12/29/17 2018JUN	201806 300-13100-10100		*	4,666.66	
			SECURITY SERVICES JUN18				
REUNION RESORT & CLUB MASTER ASSOC.							11,666.66 003968
6/01/18	00060	5/21/18 321804	201805 320-53800-46200		*	218.97	
			INST.MAGNETIC LATCH POOLB				
		5/21/18 321804	201805 300-13100-10100		*	145.98	
			INST.MAGNETIC LATCH POOLB				
		5/21/18 321906	201805 320-53800-46200		*	124.47	
			INST.SELF CLOSE HINGE				
		5/21/18 321906	201805 300-13100-10100		*	82.98	
			INST.SELF CLOSE HINGE				
		5/25/18 321743	201805 320-53800-46200		*	107.94	
			2 LIFE RING HC POOL B				
		5/25/18 321743	201805 300-13100-10100		*	71.96	
			2 LIFE RING HC POOL B				
		5/25/18 321744	201805 320-53800-46200		*	103.14	
			2 LIFE RING HC POOL A				
		5/25/18 321744	201805 300-13100-10100		*	68.76	
			2 LIFE RING HC POOL A				
		5/25/18 321745	201805 320-53800-46200		*	89.34	
			2 LIFE RING HOMESTEAD				
		5/25/18 321745	201805 300-13100-10100		*	59.56	
			2 LIFE RING HOMESTEAD				
		5/25/18 321746	201805 320-53800-46200		*	103.14	
			2 LIFE RING TERRACES				
		5/25/18 321746	201805 300-13100-10100		*	68.76	
			2 LIFE RING TERRACES				
		5/25/18 321747	201805 320-53800-46200		*	118.08	
			POLE/HOOK/WING BOLT CP				

\*\*\* CHECK DATES 06/01/2018 - 06/30/2018 \*\*\*

CHECK DATE	VEND#	INVOICE DATE	INVOICE INVOICE	EXPENSED TO... YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/25/18		321747	201805	300-13100-10100				*	78.72		
		POLE/HOOK/WING BOLT CP									
5/25/18		321816	201805	320-53800-46200				*	100.50		
		CHCK SPA/ADJST/RESTRT/TST									
5/25/18		321816	201805	300-13100-10100				*	67.00		
		CHCK SPA/ADJST/RESTRT/TST									
5/30/18		322070	201805	320-53800-46200				*	200.97		
		INSP.SPA/ADJST/CTRL PANL									
5/30/18		322070	201805	300-13100-10100				*	133.98		
		INSP.SPA/ADJST/CTRL PANL									
SPIES POOL LLC										1,944.25	003970
6/01/18	00030	5/31/18	213469	201805	320-53800-47400			*	3,037.50		
			RPLC COLD DMG PLANTS								
		5/31/18	213469	201805	300-13100-10100			*	2,025.00		
			RPLC COLD DMG PLANTS								
		6/01/18	215883	201806	320-53800-47300			*	41,696.41		
			LANDSCAPE CONTRACT-JUN18								
		6/01/18	215883	201806	300-13100-10100			*	27,797.61		
			LANDSCAPE CONTRACT-JUN18								
		6/01/18	215883	201806	330-53800-47300			*	1,129.98		
			LANDSCAPE CONTRACT-JUN18								
		6/01/18	215921	201806	320-53800-46200			*	3,703.20		
			AQUATIC SERVICES JUN18								
		6/01/18	215921	201806	300-13100-10100			*	2,468.80		
			AQUATIC SERVICES JUN18								
YELLOWSTONE LANDSCAPE										81,858.50	003971
6/07/18	00049	6/01/18	436	201806	310-51300-34000			*	3,582.08		
			MANAGEMENT FEES JUN18								
		6/01/18	436	201806	310-51300-35100			*	183.33		
			INFO TECHNOLOGY JUN18								
		6/01/18	436	201806	310-51300-31300			*	416.67		
			DISSEMINATION FEE JUN18								
		6/01/18	436	201806	310-51300-51000			*	21.11		
			OFFICE SUPPLIES								
		6/01/18	436	201806	310-51300-42000			*	20.40		
			POSTAGE								
		6/01/18	436	201806	310-51300-42500			*	85.65		
			COPIES								
		6/01/18	437	201806	320-53800-12000			*	3,454.50		
			FIELD MANAGMENT JUN18								
GOVERNMENTAL MANAGEMENT SERVICES										7,763.74	003972
6/07/18	00101	6/07/18	06072018	201806	300-20700-10100			*	44,702.47		
			EXPENSE DUE TO RW JAN-APR								
REUNION WEST CDD										44,702.47	003973
REUE REUNION EAST TVISCARRA											

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	ACCT# DPT	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/07/18	00103	6/07/18	06072018	201806	300-20700	10500		REUNION EAST CDD C/O USBANK	*	162,398.98	162,398.98	003974
6/07/18	00103	6/07/18	06072018	201806	300-20700	10600		REUNION EAST CDD C/O USBANK	*	185,989.33	185,989.33	003975
6/07/18	00103	6/07/18	06072018	201806	300-20700	10700		REUNION EAST CDD C/O USBANK	*	83,601.32	83,601.32	003976
6/08/18	00092	5/22/18	052218	201805	330-53800	43300		BALLROOM CLEANING MAY18	*	875.00		
		5/31/18	053118	201805	320-53800	41000		HC PHONE LINE 4574 MAY18	*	33.01		
		5/31/18	053118	201805	300-13100	10100		HC PHONE LINE 4574 MAY18	*	22.01		
		5/31/18	053118	201805	330-53800	41000		HC PHONE LINE 9758 MAY18	*	55.02		
		5/31/18	053118	201805	330-53800	41000		HC PHONE LINE 9867 MAY18	*	55.02		
								REUNION RESORT			1,040.06	003977
6/08/18	00074	5/31/18	169867	201805	320-53800	47000		AQUATIC PLANT MGMT MAY18	*	77.40		
		5/31/18	169867	201805	300-13100	10100		AQUATIC PLANT MGMT MAY18	*	51.60		
								APPLIED AQUATIC MANAGEMENT, INC.			129.00	003978
6/08/18	00129	6/07/18	4277	201805	320-53800	53000		CONCRET SDWLK GRND/RPLCMT	*	21,795.00		
		6/07/18	4277	201805	300-13100	10100		CONCRET SDWLK GRND/RPLCMT	*	14,530.00		
								BERRY CONSTRUCTION INC.			36,325.00	003979
6/08/18	00092	5/30/18	DUKE-DUK	201804	320-53800	43000		DUKE ENERGY #54512 29301	*	284.99		
		5/30/18	DUKE-DUK	201804	320-53800	43000		DUKE ENERGY #64321-61161	*	523.87		
		5/31/18	RECDDREE	201805	320-53800	46200		POOL CLEANING SERVS-MAY18	*	1,980.00		
		5/31/18	RECDDREE	201805	300-13100	10100		POOL CLEANING SERVS-MAY18	*	1,320.00		
		5/31/18	TOHO-TOH	201804	320-53800	43100		TOHO METER#49005514 APR18	*	177.77		

\*\*\* CHECK DATES 06/01/2018 - 06/30/2018 \*\*\*

REUNION EAST-GENERAL FUND  
BANK A REUNION EAST CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		5/31/18	053118A	201805	320	53800	41000			*	33.01		
									CP PHONE LINE 2365 MAY18				
		5/31/18	053118A	201805	300	13100	10100			*	22.01		
									CP PHONE LINE 2365 MAY18				
		5/31/18	053118A	201805	320	53800	41000			*	33.01		
									HS PHONE LINE 9325 MAY18				
		5/31/18	053118A	201805	300	13100	10100			*	22.01		
									HS PHONE LINE 9325 MAY18				
		5/31/18	053118A	201805	320	53800	41000			*	33.01		
									HS PHONE LINE 9385 MAY18				
		5/31/18	053118A	201805	300	13100	10100			*	22.01		
									HS PHONE LINE 9385 MAY18				
REUNION RESORT											4,451.69	003980	
6/08/18	00154	6/06/18	6883	201806	320	53800	48000			*	1,950.00		
									LANDSCAPE CONSULTING JUN				
		6/06/18	6883	201806	300	13100	10100			*	1,300.00		
									LANDSCAPE CONSULTING JUN				
SUNSCAPE CONSULTING											3,250.00	003981	
6/14/18	00103	6/14/18	06142018	201806	300	20700	10000			*	53,313.87		
									FY18 DEBT SERV SER2015A				
REUNION EAST CDD C/O USBANK											53,313.87	003982	
6/14/18	00103	6/14/18	06142018	201806	300	20700	10500			*	550.66		
									FY18 DEBT SERV SER2015-1				
REUNION EAST CDD C/O USBANK											550.66	003983	
6/15/18	00129	5/31/18	4280	201805	320	53800	57400			*	501.00		
									RMV/INST.NEW WATER HEATER				
		5/31/18	4280	201805	300	13100	10100			*	334.00		
									RMV/INST.NEW WATER HEATER				
		5/31/18	4281	201805	320	53800	53000			*	936.00		
									RMV BRKN PAVER/INST.PAVER				
		5/31/18	4281	201805	300	13100	10100			*	624.00		
									RMV BRKN PAVER/INST.PAVER				
		6/07/18	4273	201806	320	53800	46200			*	75.00		
									PICKUP 6 CHAIRS/PLACE @CP				
		6/07/18	4273	201806	300	13100	10100			*	50.00		
									PICKUP 6 CHAIRS/PLACE @CP				
		6/07/18	4274	201806	320	53800	47700			*	567.00		
									RPLC CEILING TILE/AC GRIL				
		6/07/18	4274	201806	300	13100	10100			*	378.00		
									RPLC CEILING TILE/AC GRIL				
		6/07/18	4275	201806	320	53800	47700			*	681.00		
									RPR 4 LEAK/CLN GUTTER/DRN				

REUE REUNION EAST TVISCARRA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #	
6/07/18		4275	201806 300-13100-10100		*	454.00		
		RPR 4 LEAK/CLN	GUTTER/DRN					
6/07/18		4276	201806 320-53800-47200		*	156.00		
		CHK LIGHT/RPLC	PHOTO CELL					
6/07/18		4276	201806 300-13100-10100		*	104.00		
		CHK LIGHT/RPLC	PHOTO CELL					
BERRY CONSTRUCTION INC.							4,860.00	003984
6/15/18	00163	6/11/18 1420	201806 320-53800-47500	PRESS.WASH HOMESTEAD POOL	*	303.84		
		6/11/18 1420	201806 300-13100-10100	PRESS.WASH HOMESTEAD POOL	*	202.56		
		6/11/18 1421	201806 320-53800-47500	PRESS.WASH REUNION BLVD	*	2,885.95		
		6/11/18 1421	201806 300-13100-10100	PRESS.WASH REUNION BLVD	*	1,923.97		
PRESSURE WASH THIS							5,316.32	003985
6/15/18	00060	6/04/18 322116	201806 320-53800-46200	3 THRW LINE WHITE 60'ROPE	*	46.20		
		6/04/18 322116	201806 300-13100-10100	3 THRW LINE WHITE 60'ROPE	*	30.80		
SPIES POOL LLC							77.00	003986
6/15/18	00030	5/31/18 216564	201805 320-53800-47400	RMV JAP.BERRY/INST.7MAPLE	*	3,951.40		
		5/31/18 216564	201805 300-13100-10100	RMV JAP.BERRY/INST.7MAPLE	*	2,634.26		
		5/31/18 217502	201805 320-53800-46500	ROTR/SAM PRS/NOZZLE/POPOP	*	915.91		
		5/31/18 217502	201805 300-13100-10100	ROTR/SAM PRS/NOZZLE/POPOP	*	610.60		
YELLOWSTONE LANDSCAPE							8,112.17	003987
6/22/18	00129	6/15/18 4282	201806 320-53800-57400	INST.SLIDING GLASS DOORS	*	1,782.00		
		6/15/18 4282	201806 300-13100-10100	INST.SLIDING GLASS DOORS	*	1,188.00		
		6/15/18 4283	201806 320-53800-46200	RPLC FLUSH VALVE/GASKET	*	261.00		
		6/15/18 4283	201806 300-13100-10100	RPLC FLUSH VALVE/GASKET	*	174.00		
		6/15/18 4284	201806 320-53800-46200	RPLC SHEETROCK/PAINT/CLN	*	339.00		
		6/15/18 4284	201806 300-13100-10100	RPLC SHEETROCK/PAINT/CLN	*	226.00		

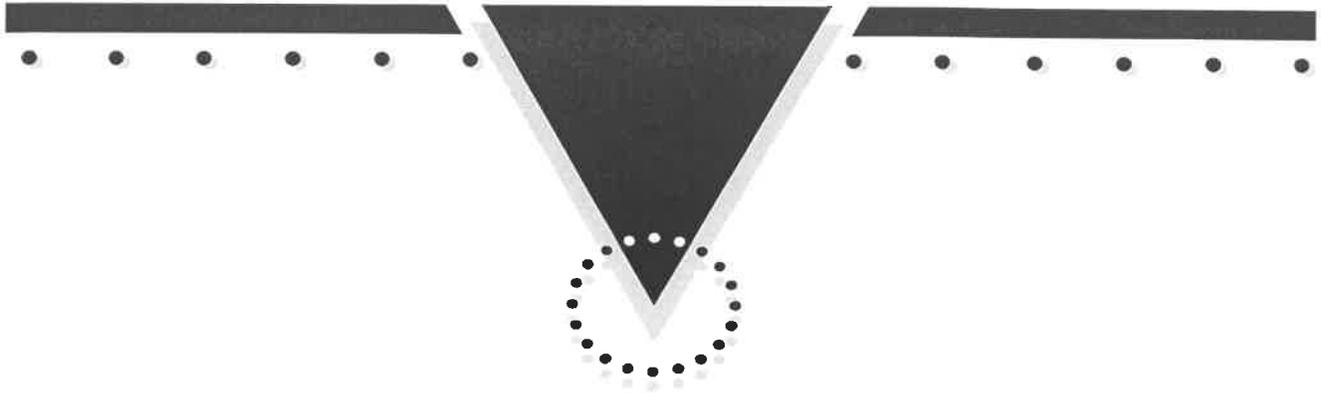
CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/15/18		4285	201806	320-53800-53000						*	2,190.00		
			SDWLK RPLC PROP#02018-58										
6/15/18		4285	201806	300-13100-10100						*	1,460.00		
			SDWLK RPLC PROP#02018-58										
6/15/18		4286	201806	320-53800-53000						*	2,280.00		
			SDWLK RPLC PROP#02018-59										
6/15/18		4286	201806	300-13100-10100						*	1,520.00		
			SDWLK RPLC PROP#02018-59										
6/15/18		4288	201806	320-53800-53200						*	390.00		
			WELD/REPAINT/INST.SGN/PST										
6/15/18		4288	201806	300-13100-10100						*	260.00		
			WLED/REPAINT/INST.SGN/PST										
BERRY CONSTRUCTION INC.												12,070.00	003988
6/22/18	00119	6/15/18	81313	201805	310-51300-31500					*	4,105.74		
			CDD MTG/LEGAL RESRCH/LRA										
LATHAM, SHUKER, EDEN & BEAUDINE, LLP												4,105.74	003989
6/22/18	00163	6/21/18	1422	201806	320-53800-47500					*	1,894.20		
			PRESS.WASH SPINE ROAD										
		6/21/18	1422	201806	300-13100-10100					*	1,262.80		
			PRESS.WASH SPINE ROAD										
PRESSURE WASH THIS												3,157.00	003990
6/22/18	00060	6/04/18	322748	201806	320-53800-46200					*	118.47		
			SECURE POOL LIGHT FIXTURE										
		6/04/18	322748	201806	300-13100-10100					*	78.98		
			SECURE POOL LIGHT FIXTURE										
SPIES POOL LLC												197.45	003991
6/29/18	00095	6/28/18	S102187	201806	320-53800-57400					*	194.67		
			RPLC 17' ARM/TIGHTN PULLEY										
		6/28/18	S102187	201806	300-13100-10100					*	129.78		
			RPLC 17' ARM/TIGHTN PULLEY										
ACCESS CONTROL TECHNOLOGIES, INC.												324.45	003992
6/29/18	00129	6/28/18	4295	201806	320-53800-46200					*	315.00		
			RPLC BRKN/MISSNG UMBRELLA										
		6/28/18	4295	201806	300-13100-10100					*	210.00		
			RPLC BRKN/MISSNG UMBRELLA										
BERRY CONSTRUCTION INC.												525.00	003993
6/29/18	00060	6/21/18	322950	201806	320-53800-46200					*	351.24		
			RPLC PUMP HOUSING/CLAMP										
		6/21/18	322950	201806	300-13100-10100					*	234.16		
			RPLC PUMP HOUSING/CLAMP										
SPIES POOL LLC												585.40	003994
TOTAL FOR BANK A											720,256.06		
REUE REUNION EAST TVISCARRA													

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
TOTAL FOR REGISTER						720,256.06	

REUE REUNION EAST TVISCARRA



# SECTION 3



**Reunion East**  
**Community Development District**

**Unaudited Financial Reporting**

**May 31, 2018**



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**Reunion East**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
**May 31, 2018**

	General	Replacement & Maintenance	Debt Service	Capital Projects	(Memorandum Only) 2018
<b>ASSETS:</b>					
CASH	\$2,006,181	\$99,689	---	---	\$2,105,870
CUSTODY ACCOUNT	\$461,119	---	---	---	\$461,119
STATE BOARD OF ADMINISTRATION	---	\$2,565,371	---	---	\$2,565,371
INVESTMENTS					
SERIES 2002A-2					
Reserve	---	---	\$3	---	\$3
Revenue	---	---	\$122,214	---	\$122,214
SERIES 2005					
Reserve	---	---	\$4	---	\$4
Revenue	---	---	\$215,776	---	\$215,776
Construction	---	---	---	\$10	\$10
SERIES 2015A					
Reserve	---	---	\$175,000	---	\$175,000
Revenue	---	---	\$523,380	---	\$523,380
Prepayment	---	---	\$23	---	\$23
SERIES 2015-1					
Reserve	---	---	\$345,275	---	\$345,275
Revenue	---	---	\$122,986	---	\$122,986
SERIES 2015-2					
Reserve	---	---	\$374,013	---	\$374,013
Revenue	---	---	\$80,386	---	\$80,386
Prepayment	---	---	\$3,305	---	\$3,305
SERIES 2015-3					
Revenue	---	---	\$25,121	---	\$25,121
DUE FROM REUNION WEST	\$340,132	\$37,989	---	---	\$378,121
DUE FROM GENERAL FUND	---	---	\$436,990	---	\$436,990
PREPAID EXPENSE	\$2,043	---	---	---	\$2,043
<b>TOTAL ASSETS</b>	<b>\$2,809,475</b>	<b>\$2,703,049</b>	<b>\$2,424,476</b>	<b>\$10</b>	<b>\$7,937,009</b>
<b>LIABILITIES:</b>					
ACCOUNTS PAYABLE	\$64,756	---	---	---	\$64,756
CONTRACTS PAYABLE	\$1,323	---	---	---	\$1,323
SALES TAX PAYABLE	\$337	---	---	---	\$337
CUSTOMER DEPOSIT	\$15,000	---	---	---	\$15,000
DUE TO DEBT 2015A	\$5,000	---	---	---	\$5,000
DUE TO DEBT 2015-1	\$162,399	---	---	---	\$162,399
DUE TO DEBT 2015-2	\$185,989	---	---	---	\$185,989
DUE TO DEBT 2015-3	\$83,601	---	---	---	\$83,601
DUE TO REUNION WEST	\$58,132	---	---	---	\$58,132
ACCRUED INTEREST PAYABLE 2002A-2	---	---	\$1,468,196	---	\$1,468,196
ACCRUED PRINCIPAL PAYABLE 2002A-2	---	---	\$1,685,000	---	\$1,685,000
ACCRUED INTEREST PAYABLE 2005	---	---	\$1,015,000	---	\$1,015,000
ACCRUED PRINCIPAL PAYABLE 2005	---	---	\$1,160,000	---	\$1,160,000
<b>FUND EQUITY:</b>					
FUND BALANCES:					
ASSIGNED	\$242,752	\$2,703,049	---	---	\$2,945,801
UNASSIGNED	\$1,990,186	---	---	---	\$1,990,186
RESTRICTED FOR DEBT SERVICE 2002A-2	---	---	(\$3,030,980)	---	(\$3,030,980)
RESTRICTED FOR DEBT SERVICE 2005	---	---	(\$1,959,220)	---	(\$1,959,220)
RESTRICTED FOR DEBT SERVICE 2015A	---	---	\$703,403	---	\$703,403
RESTRICTED FOR DEBT SERVICE 2015-1	---	---	\$630,661	---	\$630,661
RESTRICTED FOR DEBT SERVICE 2015-2	---	---	\$643,693	---	\$643,693
RESTRICTED FOR DEBT SERVICE 2015-3	---	---	\$108,722	---	\$108,722
RESTRICTED FOR CAPITAL PROJECTS	---	---	---	\$10	\$10
<b>TOTAL LIABILITIES &amp; FUND EQUITY &amp; OTHER CREDITS</b>	<b>\$2,809,475</b>	<b>\$2,703,049</b>	<b>\$2,424,476</b>	<b>\$10</b>	<b>\$7,937,009</b>

**Reunion East**  
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND  
Statement of Revenues & Expenditures  
For The Period Ending May 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 5/31/18	ACTUAL THRU 5/31/18	VARIANCE
<b>REVENUES:</b>				
Special Assessments - Tax Collector	\$1,092,735	\$1,092,735	\$978,196	(\$114,539)
Special Assessments - Direct	\$922,677	\$922,677	\$912,104	(\$10,573)
Interest	\$250	\$167	\$629	\$463
Miscellaneous Income	\$5,368	\$3,578	\$3,408	(\$170)
Rental Income - Base	\$12,150	\$12,150	\$32,400	\$20,250
Rental Income - Operating Expenses/CAM	\$10,585	\$10,585	\$10,035	(\$550)
<b>TOTAL REVENUES</b>	<b>\$2,043,765</b>	<b>\$2,041,892</b>	<b>\$1,936,773</b>	<b>(\$105,119)</b>
<b>EXPENDITURES:</b>				
<b>ADMINISTRATIVE:</b>				
Supervisor Fees	\$12,000	\$8,000	\$7,600	\$400
FICA	\$918	\$612	\$581	\$31
Engineering	\$15,000	\$10,000	\$7,721	\$2,279
Attorney	\$35,000	\$23,333	\$17,539	\$5,794
Trustee Fees	\$17,500	\$0	\$0	\$0
Arbitrage	\$3,600	\$600	\$600	\$0
Collection Agent	\$5,000	\$5,000	\$5,000	\$0
Dissemination	\$5,000	\$3,333	\$3,433	(\$100)
Property Appraiser Fee	\$1,000	\$1,000	\$817	\$183
Property Taxes	\$400	\$400	\$183	\$217
Annual Audit	\$5,100	\$5,100	\$5,100	\$0
District Management Fees	\$42,985	\$28,657	\$28,657	\$0
Information Technology	\$2,200	\$1,467	\$1,467	\$0
Telephone	\$300	\$200	\$39	\$161
Postage	\$3,500	\$2,333	\$251	\$2,082
Printing & Binding	\$2,500	\$1,667	\$389	\$1,278
Insurance	\$14,800	\$14,800	\$13,453	\$1,347
Legal Advertising	\$1,500	\$1,000	\$208	\$792
Other Current Charges	\$600	\$400	\$178	\$222
Office Supplies	\$500	\$333	\$168	\$165
Travel Per Diem	\$500	\$333	\$0	\$333
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$170,078</b>	<b>\$108,743</b>	<b>\$93,560</b>	<b>\$15,183</b>
<b>MAINTENANCE SHARED EXPENSES:</b>				
Field Management	\$41,454	\$27,636	\$27,636	\$0
Facility Lease Agreement	\$31,562	\$21,041	\$16,345	\$4,696
Telephone	\$4,800	\$3,200	\$3,619	(\$419)
Electric	\$348,000	\$232,000	\$270,118	(\$38,118)
Water & Sewer	\$45,000	\$30,000	\$36,295	(\$6,295)
Gas	\$46,200	\$30,800	\$32,581	(\$1,781)
Pool & Fountain Maintenance	\$105,000	\$70,000	\$71,391	(\$1,391)
Environmental	\$6,000	\$4,000	\$3,284	\$717
Property Insurance	\$26,100	\$26,100	\$24,914	\$1,186
Irrigation Repairs	\$7,500	\$5,000	\$6,811	(\$1,811)
Landscape Contract	\$465,774	\$310,516	\$277,431	\$33,085
Landscape Contingency	\$23,295	\$15,530	\$13,980	\$1,550
Landscape Consulting	\$23,400	\$15,600	\$25,901	(\$10,301)
Gate and Gatehouse Expenses	\$19,200	\$12,800	\$5,686	\$7,114
Roadways/Sidewalks	\$27,840	\$18,560	\$103,167	(\$84,607)
Lighting	\$4,800	\$3,200	\$4,450	(\$1,250)
MSA Building Repairs	\$24,000	\$16,000	\$26,201	(\$10,201)
Pressure Washing	\$24,000	\$16,000	\$3,499	\$12,501
Maintenance (Inspections)	\$1,050	\$700	\$258	\$442
Pest Control	\$435	\$290	\$0	\$290
Signage	\$2,400	\$1,600	\$4,578	(\$2,978)
Security	\$84,000	\$56,000	\$56,000	\$0
<b>COMMUNITY CENTER:</b>				
Landscape	\$16,000	\$10,667	\$7,518	\$3,148
Telephone	\$1,500	\$1,000	\$883	\$117
Electric	\$33,000	\$22,000	\$12,600	\$9,400
Water & Sewer	\$4,200	\$2,800	\$1,263	\$1,537
Gas	\$500	\$333	\$199	\$135
Contract Cleaning	\$0	\$0	\$4,100	(\$4,100)
Maintenance (Inspections)	\$1,250	\$833	\$790	\$43
<b>MAINTENANCE-DIRECT EXPENSES:</b>				
Irrigation System Operations	\$100,000	\$66,667	\$0	\$66,667
Contingency	\$0	\$0	\$250	(\$250)
Transfer Out	\$355,427	\$0	\$0	\$0
<b>TOTAL MAINTENANCE</b>	<b>\$1,873,687</b>	<b>\$1,020,873</b>	<b>\$1,041,746</b>	<b>\$20,872</b>
<b>TOTAL EXPENDITURES</b>	<b>\$2,043,765</b>	<b>\$1,129,617</b>	<b>\$1,135,306</b>	<b>(\$5,689)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$801,467</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$1,431,471</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$2,232,938</b>	

**Reunion East**  
**COMMUNITY DEVELOPMENT DISTRICT**

**REPLACEMENT & MAINTENANCE FUND**

Statement of Revenues & Expenditures

For The Period Ending May 31, 2018

	ADOPTED BUDGET	PRORATED THRU 5/31/18	ACTUAL THRU 5/31/18	VARIANCE
<b>REVENUES:</b>				
Transfer In	\$355,427	\$0	\$0	\$0
Interest	\$10,000	\$6,667	\$28,316	\$21,649
<b>TOTAL REVENUES</b>	<b>\$365,427</b>	<b>\$6,667</b>	<b>\$28,316</b>	<b>\$21,649</b>
<b>EXPENDITURES:</b>				
Building Improvements	\$60,000	\$40,000	\$6,990	\$33,010
Signage	\$6,000	\$4,000	\$0	\$4,000
Pool Furniture	\$7,200	\$4,800	\$6,378	(\$1,578)
Pool Repair & Replacements	\$31,800	\$21,200	\$6,359	\$14,841
Landscape Improvements	\$75,000	\$50,000	\$121,184	(\$71,184)
Roadways/Sidewalks Improvement	\$0	\$0	\$5,592	(\$5,592)
Signalization	\$90,000	\$60,000	\$0	\$60,000
<b>TOTAL EXPENDITURES</b>	<b>\$270,000</b>	<b>\$180,000</b>	<b>\$146,503</b>	<b>\$33,497</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$95,427</b>		<b>(\$118,187)</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$2,842,453</b>		<b>\$2,821,236</b>	
<b>FUND BALANCE - Ending</b>	<b>\$2,937,880</b>		<b>\$2,703,049</b>	

**Reunion East**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Debt Service 2002A-2**  
**Statement of Revenues & Expenditures**  
For The Period Ending May 31, 2018

	ADOPTED BUDGET	PRORATED THRU 5/31/18	ACTUAL THRU 5/31/18	VARIANCE
<b>REVENUES:</b>				
Special Assessments	\$0	\$0	\$0	\$0
Interest	\$0	\$0	\$744	\$744
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$744</b>	<b>\$744</b>
<b>EXPENDITURES:</b>				
Interest Expense 11/01	\$0	\$0	\$0	\$0
Principal Expense 05/01	\$0	\$0	\$0	\$0
Interest Expense 05/01	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	(\$2,880)	(\$2,880)
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$2,880)</b>	<b>(\$2,880)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$2,137)</b>	<b>(\$2,137)</b>
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$3,028,843)</b>	<b>(\$3,028,843)</b>
<b>FUND BALANCE - Ending</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$3,030,980)</b>	<b>(\$3,030,980)</b>

**Reunion East**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Debt Service 2005**  
Statement of Revenues & Expenditures  
For The Period Ending May 31, 2018

	ADOPTED BUDGET	PRORATED THRU 5/31/18	ACTUAL THRU 5/31/18	VARIANCE
<b>REVENUES:</b>				
Special Assessments	\$0	\$0	\$0	\$0
Interest	\$0	\$0	\$1,302	\$1,302
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,302</b>	<b>\$1,302</b>
<b>EXPENDITURES:</b>				
Interest Expense 11/01	\$0	\$0	\$0	\$0
Principal Expense 05/01	\$0	\$0	\$0	\$0
Interest Expense 05/01	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	(\$9,789)	(\$9,789)
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$9,789)</b>	<b>(\$9,789)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>(\$8,487)</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>(\$1,950,733)</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>(\$1,959,220)</b>	

**Reunion East**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Debt Service 2015A**  
**Statement of Revenues & Expenditures**  
**For The Period Ending May 31, 2018**

	ADOPTED BUDGET	PRORATED THRU 5/31/18	ACTUAL THRU 5/31/18	VARIANCE
<b>REVENUES:</b>				
Special Assessments - Tax Collector	\$2,568,595	\$2,568,595	\$2,297,394	(\$271,201)
Special Assessments - Prepayments	\$0	\$0	\$11,599	\$11,599
Interest	\$100	\$67	\$9,025	\$8,959
<b>TOTAL REVENUES</b>	<b>\$2,568,695</b>	<b>\$2,568,662</b>	<b>\$2,318,018</b>	<b>(\$250,643)</b>
<b>EXPENDITURES:</b>				
Interest Expense 11/01	\$691,000	\$691,000	\$691,000	\$0
Principal Expense 05/01	\$1,215,000	\$1,215,000	\$1,215,000	\$0
Interest Expense 05/01	\$691,000	\$691,000	\$691,000	\$0
Special Call 05/01	\$0	\$0	\$15,000	(\$15,000)
<b>TOTAL EXPENDITURES</b>	<b>\$2,597,000</b>	<b>\$2,597,000</b>	<b>\$2,612,000</b>	<b>(\$15,000)</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$28,305)</b>	<b>(\$28,305)</b>	<b>(\$293,982)</b>	<b>(\$293,982)</b>
<b>FUND BALANCE - Beginning</b>	<b>\$807,010</b>	<b>\$807,010</b>	<b>\$997,385</b>	<b>\$190,375</b>
<b>FUND BALANCE - Ending</b>	<b>\$778,705</b>	<b>\$778,705</b>	<b>\$703,403</b>	<b>(\$75,302)</b>

**Reunion East**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Debt Service 2015-1**  
**Statement of Revenues & Expenditures**  
For The Period Ending May 31, 2018

	ADOPTED BUDGET	PRORATED THRU 5/31/18	ACTUAL THRU 5/31/18	VARIANCE
<b>REVENUES:</b>				
Special Assessments - Tax Collector	\$22,855	\$22,855	\$23,729	\$874
Special Assessments - Direct Billed	\$656,310	\$656,310	\$660,285	\$3,975
Interest	\$0	\$0	\$3,235	\$3,235
<b>TOTAL REVENUES</b>	<b>\$679,165</b>	<b>\$679,165</b>	<b>\$687,249</b>	<b>\$8,084</b>
<b>EXPENDITURES:</b>				
Interest Expense 11/01	\$220,770	\$220,770	\$220,770	\$0
Principal Expense 05/01	\$245,000	\$245,000	\$245,000	\$0
Interest Expense 05/01	\$220,770	\$220,770	\$220,770	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$686,540</b>	<b>\$686,540</b>	<b>\$686,540</b>	<b>\$0</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$7,375)</b>		<b>\$709</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$283,704</b>		<b>\$629,951</b>	
<b>FUND BALANCE - Ending</b>	<b>\$276,329</b>		<b>\$630,661</b>	

**Reunion East**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Debt Service 2015-2**  
**Statement of Revenues & Expenditures**  
For The Period Ending May 31, 2018

	ADOPTED BUDGET	PRORATED THRU 5/31/18	ACTUAL THRU 5/31/18	VARIANCE
<b>REVENUES:</b>				
Special Assessments - Direct Billed	\$745,860	\$745,860	\$750,412	\$4,552
Interest	\$100	\$67	\$3,085	\$3,018
<b>TOTAL REVENUES</b>	<b>\$745,960</b>	<b>\$745,927</b>	<b>\$753,497</b>	<b>\$7,570</b>
<b>EXPENDITURES:</b>				
Interest Expense 11/01	\$265,650	\$265,650	\$265,650	\$0
Principal Expense 05/01	\$220,000	\$220,000	\$220,000	\$0
Interest Expense 05/01	\$265,650	\$265,650	\$265,650	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$751,300</b>	<b>\$751,300</b>	<b>\$751,300</b>	<b>\$0</b>
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$5,340)</b>		<b>\$2,197</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$266,862</b>		<b>\$641,496</b>	
<b>FUND BALANCE - Ending</b>	<b>\$261,522</b>		<b>\$643,693</b>	

**Reunion East**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Debt Service 2015-3**  
**Statement of Revenues & Expenditures**  
For The Period Ending May 31, 2018

	ADOPTED BUDGET	PRORATED THRU 5/31/18	ACTUAL THRU 5/31/18	VARIANCE
<b>REVENUES:</b>				
Special Assessments - Direct Billed	\$336,265	\$336,265	\$337,306	\$1,041
Interest	\$0	\$0	\$404	\$404
<b>TOTAL REVENUES</b>	<b>\$336,265</b>	<b>\$336,265</b>	<b>\$337,710</b>	<b>\$1,445</b>
<b>EXPENDITURES:</b>				
Interest Expense 11/01	\$108,735	\$108,735	\$108,735	\$0
Principal Expense 05/01	\$120,000	\$120,000	\$120,000	\$0
Interest Expense 05/01	\$108,735	\$108,735	\$108,735	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$337,470</b>	<b>\$337,470</b>	<b>\$337,470</b>	<b>\$0</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$1,205)</b>		<b>\$240</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$108,414</b>		<b>\$108,482</b>	
<b>FUND BALANCE - Ending</b>	<b>\$107,209</b>		<b>\$108,722</b>	

**Reunion East**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Capital Projects 2005**  
Statement of Revenues & Expenditures  
For The Period Ending May 31, 2018

	ADOPTED BUDGET	PRORATED THRU 5/31/18	ACTUAL THRU 5/31/18	VARIANCE
<b>REVENUES:</b>				
Interest	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>				
Capital Outlay	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Transfer In (Out)	\$0	\$0	\$0	\$0
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$0</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$10</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$10</b>	

Reunion East CDD

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>Revenues</b>													
Special Assessments - Tax Collector	\$0	\$140,448	\$612,154	\$44,167	\$52,045	\$27,863	\$72,083	\$29,436	\$0	\$0	\$0	\$0	\$978,196
Special Assessments - Direct	\$12,830	\$0	\$0	\$449,637	\$0	\$0	\$224,818	\$224,818	\$0	\$0	\$0	\$0	\$912,104
Interest	\$76	\$78	\$76	\$78	\$78	\$71	\$78	\$94	\$0	\$0	\$0	\$0	\$629
Miscellaneous Income	\$0	\$0	\$0	\$0	\$0	\$0	\$1,278	\$2,130	\$0	\$0	\$0	\$0	\$3,408
Rental Income - Base	\$4,050	\$4,050	\$4,050	\$4,050	\$4,050	\$4,050	\$4,050	\$4,050	\$0	\$0	\$0	\$0	\$32,400
Rental Income - Operating Expenses/CAM	\$3,528	\$3,528	\$3,528	(\$12,336)	\$2,947	\$2,947	\$2,947	\$2,947	\$0	\$0	\$0	\$0	\$10,035
<b>Total Revenues</b>	<b>\$20,484</b>	<b>\$148,105</b>	<b>\$619,808</b>	<b>\$485,597</b>	<b>\$59,120</b>	<b>\$34,931</b>	<b>\$305,255</b>	<b>\$263,475</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,936,773</b>
<b>Expenditures</b>													
<b>Administrative</b>													
Supervisor Fees	\$1,000	\$1,000	\$800	\$1,000	\$1,000	\$800	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$7,600
FICA	\$77	\$77	\$61	\$77	\$77	\$61	\$77	\$77	\$0	\$0	\$0	\$0	\$581
Engineering	\$2,152	\$1,239	\$1,089	\$545	\$898	\$600	\$1,200	\$0	\$0	\$0	\$0	\$0	\$7,721
Attorney	\$1,584	\$1,384	\$1,338	\$1,496	\$1,125	\$2,992	\$3,515	\$4,106	\$0	\$0	\$0	\$0	\$17,539
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$600
Collection Agent	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Dissmination	\$417	\$417	\$417	\$417	\$417	\$517	\$417	\$417	\$0	\$0	\$0	\$0	\$3,433
Property Appraiser Fee	\$0	\$0	\$0	\$0	\$817	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$817
Property Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$183	\$0	\$0	\$0	\$0	\$183
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$5,100	\$0	\$0	\$0	\$0	\$0	\$0	\$5,100
District Management Fees	\$3,582	\$3,582	\$3,582	\$3,582	\$3,582	\$3,582	\$3,582	\$3,582	\$0	\$0	\$0	\$0	\$28,657
Information Technology	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$0	\$0	\$0	\$0	\$1,467
Telephone	\$0	\$0	\$0	\$0	\$0	\$21	\$18	\$0	\$0	\$0	\$0	\$0	\$39
Postage	\$84	\$16	\$25	\$41	\$33	\$10	\$17	\$25	\$0	\$0	\$0	\$0	\$251
Printing & Binding	\$51	\$61	\$39	\$45	\$69	\$36	\$48	\$39	\$0	\$0	\$0	\$0	\$389
Insurance	\$13,453	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,453
Legal Advertising	\$208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$208
Other Current Charges	\$178	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$178
Office Supplies	\$21	\$21	\$21	\$21	\$22	\$21	\$21	\$21	\$0	\$0	\$0	\$0	\$168
Travel Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Expenditures</b>	<b>\$28,164</b>	<b>\$7,979</b>	<b>\$7,555</b>	<b>\$7,407</b>	<b>\$8,221</b>	<b>\$13,924</b>	<b>\$10,677</b>	<b>\$9,633</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$93,560</b>

**Reunion East CDD  
Month to Month**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>Maintenance</b>													
Field Management	\$3,455	\$3,455	\$3,455	\$3,455	\$3,455	\$3,455	\$3,455	\$3,455	\$0	\$0	\$0	\$0	\$27,636
Facility Lease Agreement	\$2,043	\$2,043	\$2,043	\$2,043	\$2,043	\$2,043	\$2,043	\$2,043	\$0	\$0	\$0	\$0	\$16,345
Telephone	\$449	\$451	\$451	\$550	\$352	\$451	\$458	\$457	\$0	\$0	\$0	\$0	\$3,619
Electric	\$33,063	\$33,359	\$33,315	\$34,090	\$34,811	\$33,595	\$33,761	\$34,124	\$0	\$0	\$0	\$0	\$270,118
Water & Sewer	\$3,995	\$4,396	\$4,983	\$4,650	\$4,536	\$4,456	\$5,040	\$4,238	\$0	\$0	\$0	\$0	\$36,295
Gas	\$286	\$3,316	\$5,211	\$4,411	\$6,382	\$7,297	\$3,314	\$2,363	\$0	\$0	\$0	\$0	\$32,581
Pool & Fountain Maintenance	\$9,786	\$6,587	\$8,935	\$10,852	\$7,510	\$10,057	\$7,975	\$9,688	\$0	\$0	\$0	\$0	\$71,391
Environmental	\$157	\$833	\$157	\$834	\$157	\$157	\$157	\$834	\$0	\$0	\$0	\$0	\$3,284
Property Insurance	\$24,914	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,914
Irrigation	\$349	\$0	\$1,138	\$1,240	\$599	\$542	\$2,027	\$916	\$0	\$0	\$0	\$0	\$6,811
Landscape Contract	\$32,515	\$32,515	\$44,537	\$32,515	\$32,515	\$37,807	\$32,515	\$32,515	\$0	\$0	\$0	\$0	\$277,431
Landscape Contingency	\$196	\$735	\$387	\$1,514	\$0	\$960	\$3,114	\$7,075	\$0	\$0	\$0	\$0	\$13,980
Landscape Consulting	\$1,950	\$1,950	\$8,393	\$3,597	\$1,950	\$1,950	\$4,160	\$1,950	\$0	\$0	\$0	\$0	\$25,901
Gatehouse and Gatehouse Expenses	\$1,106	\$724	\$0	\$0	\$1,476	\$445	\$971	\$964	\$0	\$0	\$0	\$0	\$5,686
Roadways/Sidewalks	\$9,276	\$6,348	\$10,263	\$1,278	\$14,019	\$30,015	\$8,580	\$23,388	\$0	\$0	\$0	\$0	\$103,167
Lighting	\$1,774	\$161	\$933	\$0	\$1,583	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,450
MSA Building Repairs	\$1,719	\$845	\$387	\$517	\$17,184	\$885	\$1,482	\$3,183	\$0	\$0	\$0	\$0	\$26,201
Pressure Washing	\$0	\$576	\$0	\$0	\$720	\$0	\$0	\$2,203	\$0	\$0	\$0	\$0	\$3,499
Maintenance (Inspections)	\$0	\$0	\$39	\$0	\$0	\$39	\$0	\$180	\$0	\$0	\$0	\$0	\$258
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Signage	\$0	\$0	\$4,188	\$231	\$0	\$48	\$111	\$0	\$0	\$0	\$0	\$0	\$4,578
Security	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$0	\$0	\$0	\$0	\$56,000
<b>Community Center</b>													
Landscape	\$881	\$881	\$1,207	\$881	\$881	\$1,025	\$881	\$881	\$0	\$0	\$0	\$0	\$7,518
Telephone	\$110	\$111	\$110	\$110	\$111	\$111	\$111	\$110	\$0	\$0	\$0	\$0	\$883
Electric	\$1,912	\$1,581	\$1,012	\$1,356	\$1,849	\$1,466	\$1,449	\$1,976	\$0	\$0	\$0	\$0	\$12,600
Water & Sewer	\$145	\$160	\$166	\$158	\$158	\$158	\$158	\$158	\$0	\$0	\$0	\$0	\$1,263
Gas	\$25	\$25	\$25	\$24	\$25	\$25	\$25	\$25	\$0	\$0	\$0	\$0	\$199
Contract Cleaning	\$0	\$0	\$250	\$825	\$700	\$750	\$700	\$875	\$0	\$0	\$0	\$0	\$4,100
Maintenance (Inspections)	\$0	\$0	\$65	\$0	\$180	\$245	\$0	\$300	\$0	\$0	\$0	\$0	\$790
<b>Maintenance-Direct</b>													
Irrigation System Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$160	\$0	\$0	\$0	\$0	\$0	\$90	\$0	\$0	\$0	\$0	\$250
Transfer Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$137,105</b>	<b>\$108,211</b>	<b>\$138,651</b>	<b>\$112,131</b>	<b>\$140,195</b>	<b>\$144,980</b>	<b>\$119,485</b>	<b>\$140,988</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,041,746</b>
<b>Total Expenditures</b>	<b>\$165,269</b>	<b>\$116,190</b>	<b>\$146,206</b>	<b>\$119,538</b>	<b>\$148,416</b>	<b>\$158,904</b>	<b>\$130,163</b>	<b>\$150,621</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,135,306</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$144,785)</b>	<b>\$31,915</b>	<b>\$473,602</b>	<b>\$366,059</b>	<b>(\$89,296)</b>	<b>(\$123,973)</b>	<b>\$175,092</b>	<b>\$112,854</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$801,467</b>



**OFF ROLL ASSESSMENTS**

Citcommunities			\$25,974.00	100%	\$10,982.00	\$5,636.00	\$6,455.00	\$2,901.00
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	SERIES 2015-1	SERIES 2015-2	SERIES 2015-3
10/12/2017 & 4/9/18	11/1/17	29723/WIRE	\$ 12,986.00	\$ -	\$ 5,490.00	\$ 2,818.00	\$ 3,227.00	\$ 1,451.00
10/12/2017 & 4/9/18	2/1/18	29723/WIRE	\$ 6,494.00	\$ -	\$ 2,746.00	\$ 1,409.00	\$ 1,614.00	\$ 725.00
10/12/2017 & 4/9/18	5/1/18	29723/WIRE	\$ 6,494.00	\$ -	\$ 2,746.00	\$ 1,409.00	\$ 1,614.00	\$ 725.00
			\$ 25,974.00	\$ -	\$ 10,982.00	\$ 5,636.00	\$ 6,455.00	\$ 2,901.00

EHOF Acquisitions II, LLC			\$417,271.00	100%	\$60,979.00	\$133,942.00	\$153,398.00	\$68,952.00
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	SERIES 2015-1	SERIES 2015-2	SERIES 2015-3
1/5/18	11/1/17	WIRE	\$ 208,635.00	\$ 208,635.00	\$ 30,489.43	\$ 66,970.84	\$ 76,698.82	\$ 34,475.92
4/5/18	2/1/18	WIRE	\$ 104,318.00	\$ 104,318.00	\$ 15,244.79	\$ 33,485.58	\$ 38,349.59	\$ 17,238.04
5/23/18	5/1/18	WIRE	\$ 104,318.00	\$ 104,318.00	\$ 15,244.79	\$ 33,485.58	\$ 38,349.59	\$ 17,238.04
			\$ 417,271.00	\$ 417,271.00	\$ 60,979.00	\$ 133,942.00	\$ 153,398.00	\$ 68,952.00

EHOF Acquisitions II, LLC			\$478,249.00	100%	\$325,021.00	\$57,603.00	\$65,971.00	\$29,654.00
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	SERIES 2015-1	SERIES 2015-2	SERIES 2015-3
1/5/18	11/1/17	WIRE	\$ 255,625.00	\$ 255,625.00	\$ 173,724.34	\$ 30,788.91	\$ 35,261.62	\$ 15,850.12
4/5/18	2/1/18	WIRE	\$ 127,812.00	\$ 127,812.00	\$ 86,861.83	\$ 15,394.40	\$ 17,630.74	\$ 7,925.03
5/23/18	5/1/18	WIRE	\$ 127,812.00	\$ 127,812.00	\$ 86,861.83	\$ 15,394.40	\$ 17,630.74	\$ 7,925.03
			\$ 511,249.00	\$ 511,249.00	\$ 347,448.01	\$ 61,577.71	\$ 70,523.11	\$ 31,700.18

EHOF Acquisitions II, LLC			\$1,698,712.00	100%	\$490,847.00	\$454,076.00	\$520,036.00	\$233,753.00
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	SERIES 2015-1	SERIES 2015-2	SERIES 2015-3
1/5/18	11/1/17	WIRE	\$ 849,356.00	\$ 849,356.00	\$ 245,423.50	\$ 227,038.00	\$ 260,018.00	\$ 116,876.50
4/5/18	2/1/18	WIRE	\$ 424,678.00	\$ 424,678.00	\$ 122,711.75	\$ 113,519.00	\$ 130,009.00	\$ 58,438.25
5/23/18	5/1/18	WIRE	\$ 424,678.00	\$ 424,678.00	\$ 122,711.75	\$ 113,519.00	\$ 130,009.00	\$ 58,438.25
			\$ 1,698,712.00	\$ 1,698,712.00	\$ 490,847.00	\$ 454,076.00	\$ 520,036.00	\$ 233,753.00

LRA Orlando LLC			\$6,901.00	100%	\$6,901.00	\$1,848.00	\$5,053.00
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	SERIES 2015-1	
10/12/17	11/1/17	2625	\$ 3,451.00	\$ 3,451.00	\$ 924.00	\$ 2,527.00	
10/12/17	2/1/18	2625	\$ 1,725.00	\$ 1,725.00	\$ 462.00	\$ 1,263.00	
10/12/17	5/1/18	2625	\$ 1,725.00	\$ 1,725.00	\$ 462.00	\$ 1,263.00	
			\$ 6,901.00	\$ 6,901.00	\$ 1,848.00	\$ 5,053.00	

SUMMARY				
	GENERAL FUND	DEBT SERVICE SERIES 2015-1	DEBT SERVICE SERIES 2015-2	DEBT SERVICE SERIES 2015-3
TOTAL DIRECT BILLED	\$889,677.00	\$656,310.00	\$745,860.00	\$335,260.00
TOTAL RECEIVED	\$ 912,104.01	\$ 660,284.71	\$ 750,412.11	\$ 337,306.18
VARIANCE	\$ 22,427.01	\$ 3,974.71	\$ 4,552.11	\$ 2,046.18

# SECTION 4

**Reunion East/West CDD Direct Billed Assessments for FY 2018**

District	Landowner	Product	Total O & M	Total Debt	Total Due		O & M	Debt	Total	Paid	
Reunion East	Citicomunities										
	11-1-15 DS Interest					Nov	\$5,491	\$7,496	\$12,987	Paid - \$10,982 - Just O & M	
	34-25-27-4012-0001-0013	66 Comm	\$10,982	\$14,992	\$25,974	Feb	\$2,746	\$3,748	\$6,494	Paid - Debt for FY 18 - 4/9/18	
	Estoppel					May	\$2,746	\$3,748	\$6,494	Paid - Debt for FY 18 - 4/9/18	
	<b>Totals</b>		<u>\$10,982</u>	<u>\$14,992</u>	<u>\$25,974</u>	<b>Total</b>	<u>\$10,982</u>	<u>\$14,992</u>	<u>\$25,974</u>		
	LRA ORLANDO LLC										
	35-25-27-4885-PRCL-OC30	4 MF	\$1,848	\$5,053	\$6,901	Nov	\$924	\$2,527	\$3,451	Paid - 10/13/17	
						Feb	\$462	\$1,263	\$1,725	Paid - 10/13/17	
						May	\$462	\$1,263	\$1,725	Paid - 10/13/17	
	<b>Totals</b>		<u>\$1,848</u>	<u>\$5,053</u>	<u>\$6,901</u>	<b>Total</b>	<u>\$1,848</u>	<u>\$5,053</u>	<u>\$6,901</u>		
	EHOF										
	11-1-15 Interest						O & M	Debt	Total	Paid	
	27-25-27-2985-TRAC-FD20	30 Comm/755 MF	\$358,021	\$153,228	\$511,249	Nov	\$454,923	\$858,693	\$1,313,616	Paid 1/5/18	
	35-25-27-4895-PRCL-01C0	242.29 Comm/701 MF/300 Hotel	\$490,846	\$1,207,865	\$1,698,711	Feb	\$227,462	\$429,346	\$656,808	Paid 3/6/18	
	27-25-27-2985-TRAC-FD30	10 Comm/56 MF/104 Hotel	\$60,979	\$356,292	\$417,271	May	\$227,462	\$429,346	\$656,808	Paid 6/7/18	
<b>Totals</b>		<u>\$909,846</u>	<u>\$1,717,385</u>	<u>\$2,627,231</u>	<b>Total</b>	<u>\$909,846</u>	<u>\$1,717,385</u>	<u>\$2,627,231</u>			

District	Landowner	Total O & M	Total Debt	Total Due		O & M	Debt	Total	Paid	
Reunion West	Reunion West SPE									
	22-25-27-0000-0020-0000	\$197,596		\$197,596	Dec	\$79,974	\$0	\$79,974	12/29/17	
	27-25-27-4927-0001SF10	\$53,310		\$53,310	March	\$79,974	\$0	\$79,974	3/22/18	
	27-25-27-4927-0001-SF20	\$58,746		\$58,746	June	\$79,974	\$0	\$79,974		
	35-25-27-4881-PRCL-006A	\$10,244.00		\$10,244	September	\$79,974	\$0	\$79,974		
	<b>Totals</b>	<u>\$319,896.00</u>	<u>\$0.00</u>	<u>\$319,896.00</u>	<b>Total</b>	<u>\$319,896</u>	<u>\$0</u>	<u>\$319,896</u>		
	Reunion West HOA									
	22-25-27-4923-0001-00B0	\$159,095	\$207,088	\$366,183	Nov	\$79,547.50	\$103,544.00	\$183,091.50	Paid - 1/2/17	
	22-25-27-4923-0001-00M0				Feb	\$39,773.75	\$51,772.00	\$91,545.75	3/9/18	
					May	\$39,773.75	\$51,772.00	\$91,545.75	Paid 6/18/18	
	<b>Totals</b>	<u>\$159,095.00</u>	<u>\$207,088.00</u>	<u>\$366,183.00</u>	<b>Total</b>	<u>\$159,095.00</u>	<u>\$207,088.00</u>	<u>\$366,183.00</u>		