

*Reunion East Community  
Development District*

*Agenda*

*July 11, 2019*

# AGENDA

# *Reunion East*

## *Community Development District*

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

July 8, 2019

Board of Supervisors  
Reunion East Community  
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Reunion East Community Development District will be held **Thursday, July 11, 2019 at 1:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of the Minutes of the June 13, 2019 Meeting
4. Consideration of Request for Closure of Spine Road Bridge Access for Reunion Village
5. Consideration of Resolution 2019-04 Setting a Public Hearing for the Purpose of Towing Rules and Policies
6. Ratification of Agreement for Use of Amenity Facilities
7. Discussion of The Terraces Fountain Maintenance
8. 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
    - v. Statement of Financial Interests Filing Reminder
9. Other Business
10. Supervisor's Requests
11. Next Meeting Date
12. 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 13, 2019 meeting. The minutes are enclosed for your review.

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

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

The sixth order of business is the ratification of the Agreement for Use of Amenity Facilities with Kingwood Orlando Reunion Resort, LLC. A copy of the agreement is enclosed for your review.

The seventh order of business is the discussion of The Terraces fountain maintenance. This is an open discussion item.

The eighth 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. Section 5 is an open discussion item regarding the filing of the financial disclosure with the Commission on Ethics.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'George S. Flint', with a stylized flourish at the end.

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 13, 2019 at 1:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum were:

Mark Greenstein  
Don Harding  
John Dryburgh  
Steven Goldstein  
Trudy Hobbs

Chairman  
Vice Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also present were:

George Flint  
Andrew d'Adesky  
Steve Boyd  
Alan Scheerer  
Steve Feller  
Yellowstone Rep

District Manager  
District Counsel  
Boyd Civil Engineering  
Field Manager

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Dharindra Bissoon: I would like to acknowledge Alan Scheerer because he implemented the gate and some posts. I also want to acknowledge Alan Scheerer for putting up the four lights. I wanted the Board to know that I appreciate him and all that he does.

Mr. Greenstein: We do too.

Mr. Bissoon: I want to acknowledge Mr. Harding for when I sent out an email to Kevin about getting people off of the golf course. Mr. Harding said we need to implement an afterhours watch and that has been instituted.

**THIRD ORDER OF BUSINESS****Approval of the Minutes of the May 9, 2019 Meeting**

Mr. Flint: Are there any additions, corrections or deletions?

Mr. Harding: On page three it was Mr. Harding instead of Mr. Dryburgh that made a comment regarding any prior development responsibilities. On page six I was talking to John Cruz about reaching out to Joe Wiston not John Dryburgh.

On MOTION by Mr. Greenstein seconded by Mr. Goldstein with all in favor the minutes of May 9, 2019 meeting, were approved as amended.

**FOURTH ORDER OF BUSINESS****Consideration of Resolution 2019-02 Approving the Proposed Fiscal Year 2020 Budget and Setting a Public Hearing**

Mr. Flint: Included in your agenda package is a copy of Resolution 2019-02, which sets the public hearing on the Fiscal Year 2020 budget for August 15, 2019 at 1:00 p.m. at this location. I have handed out a copy of the proposed budget, which is different than the one in your agenda package. The expenses have not changed significantly from what is in your agenda package. What has changed is making an attempt to true up the actual development within Reunion East versus what was previously being used, which was the planned units for the O&M assessments. The first table on the top of page three reflects 3,394 units and 5,092 equivalent assessment units. A single-family home is two equivalent assessment units. A multifamily home is one equivalent assessment unit. If you compare that to the current fiscal year, which is the second table on page three, you will see the number of units has gone down by about 1,001 units. The equivalent assessment unit is going down by 1,500. That is obviously going to have an impact on the per unit amount because as the number of units decrease, your expenses are remaining the same and the per unit amount is going to increase. If you look at the third table on page three, this compares back to 2016 on the per unit amounts compared to 2020. You can see between the current year and next year, we are proposing about \$190 increase per single family home and that is a 29% increase. The major driver of that is truing up the revised planned units to the original planned units. This document is a preliminary attempt at adjusting the units based on what is actually on the ground now. We have a development plan for Reunion Village that shows 274 units. The hospital is now there. The Spectrum site is being developed. We have a

pretty good handle, with the exception of a couple commercial properties, of what the actual build out units are going to be for Reunion East. The prior budgets were based on planned units and we all know that the actual development is a lot less dense than the original plan. What was happening is everything that was not funded by the platted lots was basically being placed on the remaining undeveloped property, so Encore was paying the balance based on what the original development plan is. The other thing to keep in mind is back in 2011, the Board adjusted your assessments. They were higher than what they are now. If you look at it over time, they came down and now they are going back up again. Today you are just approving a proposed budget and setting a public hearing.

Mr. Harding: So the number of units is still subject to change?

Mr. Flint: I am just qualifying that because there are some undeveloped pieces along I4 and we don't know how those are ultimately going to be developed. We know how many acres there are. We know what they are zoned for but we don't know what may ultimately be placed on those commercial pieces. I don't expect the impact to be significant on those but it would not be fair to continue to assess those properties this additional 1,000 units when we know that the ultimate development is going to be something other than what the original plan is. The buildout of Reunion is projected to be about 1,000 units lower than what the original plan was. We all knew that this would be an adjustment that we would have to deal with. I think we can't really put this off another year.

Mr. Greenstein: We will take another look at this and make sure it is what we need it to be. This trues us up and gets us into the real world, as far as moving from potential units to actual units. It is a manageable number.

On MOTION by Mr. Greenstein seconded by Mr. Harding with all in favor Resolution 2019-02 Approving the Proposed Budget for Fiscal Year 2020 Budget & Setting a Public Hearing for August 15, 2019 at 1:00 p.m. at Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida was approved.

## **FIFTH ORDER OF BUSINESS**

### **Consideration of Resolution 2019-03 Approving the Execution of Dedications of the Spectrum at Reunion Plat**

Mr. d'Adesky: Osceola County now requires that CDDs approve any dedications. We reviewed the Spectrum plot. We looked through the dedications. They are very standard

dedications. This is our consent to eventually accept the dedications subject to our conveyance procedures. They are still going to have to get Steve signed off that they are complete.

On MOTION by Mr. Greenstein seconded by Mr. Harding with all in favor Resolution 2019-03 Approving the Execution of Dedications of the Spectrum at Reunion Plat was approved.

## **SIXTH ORDER OF BUSINESS**

### **Consideration of Request for Closure of Spine Road Bridge Access for Reunion Village**

Mr. Flint: We have Rick Feller here with us today. He has some maps to hand out to you.

Mr. Feller: We are proposing that we close off the bridge at the end of Spine Road and put in emergency access gates only and then use a DOT approved compacted ground with ground cover for emergency vehicle access to the proposed subdivision on the other side. The reason we are doing this is because we have noticed a tremendous amount of cut through the project and we felt with it being exposed to the intersection of I4 that you would have a tremendous amount of cut through traffic in both the proposed subdivision and coming through Reunion West also.

Mr. Harding: The whole idea is to create an emergency exit, correct?

Mr. Feller: Yes.

Mr. Harding: Is there another area for an emergency exit?

Mr. Feller: No. That is the only approved area to access the proposed subdivision from this side because of your wetlands. Once we institute this, it will be one way in and one way out. We would prefer everyone use the County line road. If we build a road here, then it is going to encourage people to cut through Reunion instead of using the County road.

Mr. Greenstein: So, the guardhouse would be located at the back of the hospital?

Mr. Feller: Yes. There would be a guardhouse located at the entrance to the residential area.

Mr. Harding: What benefit do we, as homeowners in Reunion have, to allow this to happen? I don't see a plus to us at all in doing this. I see a lot of negatives.

Mr. Dryburgh: I agree.

Mr. Harding: I understand why you want it but why do we want it? It doesn't do anything for us as a community.

Mr. Flint: What is the alternative that you want?

Mr. Dryburgh: I think many residents would prefer a completed road that would take you to Celebration instead of cutting it off. I just don't see any reason for us to have that road go through.

Mr. Harding: I don't either.

Mr. Greenstein: Do you want the bridge to lead to Reunion Village to allow people to and from Reunion Village?

Mr. Harding: No. We don't need that traffic.

Mr. Greenstein: What about the residents of Reunion Village paying Reunion East CDD assessments? They need to access to CDD amenities. They would basically need to leave their village go on 532 and come in the front gate to get to the rest of Reunion.

Ms. Hobbs: We already have a community that has to do that.

Mr. Dryburgh: I would like to take a look at what we are talking about.

Mr. Flint: He has an issue with the timeframe.

Mr. Feller: I do. The County wants a response from the Board within 30 days from SVP issuance, which was two weeks ago. We have to allow the emergency exit by County development standards, but we don't have to have a permanent road there.

Mr. Flint: When it is an emergency exit, you can't get a car through there. It would just be for emergency vehicles.

Mr. Feller: We would construct a gate that has a special key that the fire and police departments would have.

Mr. d'Adesky: Let's say this emergency access road would be conveyed to the CDD. Would it be impractical to convert that at a future time to a full-grade road?

Mr. Boyd: Not if it is planned for initially.

Mr. Harding: I can't tell what it is going to look like.

Mr. Feller: Do you have the vision in your mind of the bridge where it ends?

Mr. Harding: Yes.

Mr. Feller: Instead of there being asphalt continuing from where the bridge ends, it will be graded and sodded and will look like a park. It will be designed for heavy vehicles to drive across the sod if they need to get into the back side of the subdivision. They will put a gate on the interior side.

Mr. Flint: It is a benefit to both sides. It is a benefit to the village to have a secondary exit, but it is also a benefit to Reunion inside the gates for emergency access.

Mr. Greenstein: I am not looking at the structure of the road or the composition of the road. I am just looking at the issue of Carriage Point, it is unfortunately a stepchild of Reunion because of Old Lake Wilson Road. We could not redesign Old Lake Wilson Road. We cannot do anything without extraordinary expense to build some bridge that would allow you to go over Old Lake Wilson Road to Carriage Point, but I think we know the impact from a business standpoint and real estate value standpoint that those folks are disenfranchised as far as I am concerned. The original plan called for that bridge to connect to the Reunion Village parcel. It was supposed to have an amphitheater. I question why we would segregate that community from the rest of Reunion East when all you have to do is continue that bridge. They have yet to come to us for funding of the infrastructure for Reunion Village.

Mr. Harding: So, you are suggesting making a regular road versus an emergency exit?

Mr. Greenstein: Correct. John made a comment during the Reunion West meeting that the CDD can't control a project and when it comes to building of a roadway, I think there is some impact. We have to approve a bond issuance that will come before us and unless they want to make those roads private, we have something to say. If you talk about emergency access, I am all for emergency access, but I think that bridge nowhere needs to be a bridge to Reunion Village. We have no problem with the guardhouse being at the front of the residential area leading from the commercial side but if someone is already in Reunion should not have to leave Reunion to go on the street and come back in. No one should want to build a project that creates some isolation. I think there are other issues in play here.

Ms. Hobbs: I know there is commercial property, is there going to be traffic lights there?

Mr. Feller: Yes. Right now, we are in a development stage. There are no contracts to buy any individual lots or houses, so it will be very obvious to anyone that is going to buy there that you won't have direct access to Reunion East. I think most of your property value is going to come from being adjacent to a hospital and an entertainment area.

Mr. Harding: So, there is no need for it to be a regular roadway. Make it an emergency exit where there is a gate and road on the other side.

Mr. Dryburgh: I understand Mark's argument about making it a regular road and letting those people have access, but my concern is for the last six months security has not been able to

control outside people coming through the Sinclair Gate and traffic backing up. Unless you put three men on that gate, you will never stop outside people and even then, you can't do it. So, your proposal is to make an emergency exit only?

Mr. Feller: Yes.

Mr. Harding: And not a thru road?

Mr. Feller: Correct. What the County is requiring me to do is get an approval letter from the CDD saying that you guys are approving it as an emergency exit only.

Mr. Dryburgh: I am okay with that.

Mr. Goldstein: Me too.

Mr. Harding: I am not.

Mr. Greenstein: I would hope that we can defer a vote on this emergency exit only issue until we get more information about the overall development.

Mr. Feller: What information would you like?

Mr. Greenstein: What I heard John say which kind of disturbed me is that their target audience for housing were permanent residents, not vacation rentals. The point is they are part of Reunion East. Do we have an option in this case? There is no connection of the Kay Hill Parcel of Encore Reunion West within the gates. It is physically outside the gates. We did not have an option relative to Carriage Point. It is on the other side of Old Lake Wilson Road. At least give me the benefit of the doubt that we do have an option for discussion. We have new owners at the Resort Kingwood. I haven't spoken to them about it but if you want to go to the clubhouse and be a member of Reunion Golf Club you have to basically leave the property to get around. We are letting traffic control, control how we treat people and that is what I don't like.

Mr. Harding: Can we put in there that at a future date, we can consider making it a regular road? Is there some way we can cover ourselves to do it later?

Mr. d'Adesky: I think Steve is asking for a letter saying that on this date we approve this. We could add a stipulation to the letter saying we approve it as an emergency access but under the stipulation that it is capable of being developed into a full-grade road at some future time by the CDD.

Mr. Dryburgh: I can go along with that.

Mr. Goldstein: Me too.



Mr. Greenstein: They haven't platted yet. They haven't come to us with a bond issuance yet.

Mr. Dryburgh: I agree with Mark that it should be connected. If we can make it so that in the future it can be paved then I think that satisfied me.

Mr. Harding: Most of the residents within Reunion East would have a real problem with saying that Encore at Reunion is welcome to come in anytime you want. I think most of the residents within the Resort itself would have a problem with that.

Mr. Greenstein: Why because the name Encore is on it?

Mr. Harding: No.

Mr. Greenstein: What difference does it make who is developing it? It is a residential village.

Mr. Harding: It is our Resort. It is our community. It is our development.

Mr. Greenstein: The folks who are going to buy in there will hopefully share in our community of interest.

Mr. Harding: Then why wasn't Encore at Reunion part of our development to begin with too? It was part of the same CDD but not part of our development.

Mr. Greenstein: I can give you some history on that. It was outlet center property that was sold at the very beginning. They had no intentions of developing it as part of Reunion. The outlet center people let it go for tax certificates. Encore was smart enough to buy it and hence, you have Encore at Reunion West. They just came in and made this request. It has an impact on permitting. If there wasn't a residential community, there I would say sign it up. People could leave Reunion Resort and go around on 532 to get to that commercial area but because it is a residential area, there are constituents. They pay assessments. There is no reason why we treat them any differently. The road was intended to be connected. Is that a valid statement, Steve?

Mr. Feller: However, if it is currently being sold and not being told that its being connected then we don't owe them anything, as far as having to connect it.

Mr. Greenstein: We just have to defer action on this item until the next meeting, so that we can get more input on the development of the project. We can get input from the Resort. It is just too soon to write that area off.

Mr. Harding: Let's find out what Kingwood's position is.

Mr. Feller: Obviously, it would be a metal picket type gate. The gate would be on the Reunion East side of the bridge. Along the roadway, you have a lift station but then you will see active recreation area, so that is like a little picnic shed and things like that. The intention is that it would be usable for people in a picnic type setting.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor to Defer the Request for Closure of Spine Road Bridge Access for Reunion Village until July Board Meeting was approved.

Mr. Harding: Can we also get some formal input from Kingwood as to what their position would be?

Mr. Greenstein: Yes.

Mr. d'Adesky: I will reach out to Kingwood.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of Interest Letter from Wyndham Destinations Regarding Heritage Crossing Purchase**

Mr. Flint: This is a letter to see if the CDD had an interest in purchasing or leasing this facility.

Mr. d'Adesky: This came up at a separate CDD meeting, where it was mentioned that they might have interest on leasing this building. I said that is not possible we are tapped out. We have used all of our private use on this building that is possible; however, the proposition was put if an entity had unlimited amounts of money would it be possible to buy the building. I said yes that is theoretically possible. I had a hypothetical conversation with tax counsel. You can retire bonds in the amount of funds that went into building this building or you can use them on an eligible project. Those are the two options that you have. It is practically possible. We didn't do any actual follow up because it is a Board decision as to whether it is something you would want to entertain or not, but it is an option. I see nods around the table that you want me to look into this further, so I will start to get more firm numbers.

Mr. Greenstein: Let me give you the status of where we are with the MSA. I would say if our conference call which took place this morning took place a few days ago then you would probably be looking at a proposed agreement to approve. I think the Resort is more motivated

now than ever to enter into the agreement. They were always showing interest in entering into the agreement. It was kind of interesting to hear them say that this building has very predictable uses and demand. The stables represent a new frontier for them, and they see a lot of growth for the uses of that building, where right now we are just paying O&M to keep it alive. I believe in the next few days we will finalize the agreement and put it before Kingwood. You will see the terms are similar. I think the last draft we gave you to look at a few months ago, is virtually unchanged. There may have been a few tweaks to it. I recommend that we enter into the MSA. Without doing any work, if we sold the building, we would lose a valuable asset to the community. I think the building has a lot of utility. I do not know what the price tag would be after you retire the bond service. If we were able to tell the community, we can unload this building and the stables and we can drop your assessments by \$200 or \$300 a year then people might look at it say maybe it is worth my while. The fact that we have been managing these facilities and spending O&M and under the MSA we will work ourselves to a point where hopefully those costs are covered.

Mr. Harding: Maybe Wyndham's interest would cause Kingwood to consider buying the building.

Mr. Greenstein: That is possible too. The other motivating factor is there was an agreement with LA as a successor Kingwood adopted, where Wyndham has to leave the lobby by 2021, so they are looking at using this as their base of operation for timeshares. What would it cost us to do a hypothetical sale, so that we can equate this into dollars?

Mr. Harding: You have to find out what you could get.

Mr. d'Adesky: Obviously, the bond funds have to be dealt with. Beyond that, I think you take the higher bid. I think the interest is solely in this building and not in the stables.

Mr. Flint: Instead of retiring bonds, you can use the money for public improvements. We haven't really talked about how you would spend \$5M. You could build a clubhouse. You could do something else with that money other than retire debt. I don't see a significant savings on your assessment. You would have to set the floor when you auctioned it. The floor would have to be at least what the outstanding debt is.

Mr. Harding: Do we have any idea what Wyndham wants to do with this?

Mr. d'Adesky: I think they would use it to run their timeshare operations. If there was some sort of interest that we wanted to maintain in the building it may be possible to negotiate

some sort of agreement for community events or things like that. We have to do some work on our side to come up with bottom line numbers in terms of the bonds. I have to get an opinion on that. I have done the math and I think I know the number, but I am not tax counsel, so I'm not signing off on that number yet. The cost of that is probably a couple thousand dollars in legal fees to do that.

Mr. Greenstein: They want to know what the selling price of the building is.

Mr. Flint: We would have to tell them whether the interest is there, and we would also have to explain the public disposal of asset process. You have to declare a surplus. You couldn't negotiate with one party.

Mr. Greenstein: So, we should do whatever administrative work is necessary to be responsive to that letter. We can proceed with the MSA because if something occurs with the disposition of this building then the termination clause would kick in on the MSA and we would go down that road.

On MOTION by Mr. Harding seconded by Mr. Greenstein with all in favor to Authorize Staff to Research Heritage Crossing Purchase from Wyndham Destinations was approved.

#### **EIGHTH ORDER OF BUSINESS**

#### **Consideration of Amended Engagement Letter from Latham, Shuker, Eden & Beaudine, LLP for Legal Services**

Mr. d'Adesky: Attorney fees are going up 5% relative to benefit increases. We haven't increased our fees since 2014.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor the Amended Engagement Letter from Latham, Shuker, Eden & Beaudine, LLP for Legal Services was approved.

#### **NINTH ORDER OF BUSINESS**

#### **Consideration of Adding Bollard Posts at Entrance Gate**

Mr. Scheerer: This item was taken care of. Within the last week someone drove through the old construction gates off of 532. I started getting some emails and text messages from some of the residents and staff. People were accessing the unimproved lots in the back of the terraces,

so we went ahead and reinstalled the gates and put up some no trespassing signs. We put six 4x4 posts with reflectors on both sides and a no trespassing sign by the old construction area.

**TENTH ORDER OF BUSINESS****Ratification of Agreements for Use of  
Amenity Facilities (2)**

Mr. Flint: You have two amenity use agreements between the District and the Resort. They pay \$1,200 for each rental.

On MOTION by Mr. Greenstein seconded by Mr. Goldstein with all in favor the Agreements for Use of Amenity Facilities were ratified.

**ELEVENTH ORDER OF BUSINESS****Ratification of Natural Gas Agreement with  
Infinite Energy**

Mr. Flint: The Board has entered into this agreement for a lower cost of gas. This was sent to us after the last meeting and Mr. Greenstein went ahead and executed it. It is the same agreement that we have had every year. It covers Heritage A, Heritage B, Homestead and the Carriage Point pools.

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

**TWELFTH ORDER OF BUSINESS****Consideration of Resolution 2019-04 Setting  
a Public Hearing for the Purpose of Towing  
Rules and Policies**

Mr. d'Adesky: I was asked at the last meeting to look into some basic rules on towing and parking. I pulled some basic rules from other CDDs. I tried to include very general stuff in there that is included in a lot of places, like no delapidated, no registration, no license plates, etc. The key provisions that we are really going to need direction on is to what extent are we going to prohibit overnight parking. There are some communities that we have that do not allow for overnight parking at all. We have to create a map that would be attached to it that would show any areas that we want to prohibit. There is no map because we wanted more Board direction on areas that we wanted to prohibit.

Mr. Harding: There seem to be some short-term rentals on my street, where the owners are parking their golf carts inside of the garages and allowing the short-term renters to use them. They drive like idiots and they are parking wherever they want to because they are short-term renters and they don't care. How are going to enforce this?

Mr. d'Adesky: It is kind of blanket. We could come up with some way to mark their golf carts. It has to be fair and it has to be uniform.

Mr. Flint: We will come back in July with a map and put this back on the agenda.

### **THIRTEENTH ORDER OF BUSINESS      Staff Reports**

#### **A.    Attorney**

Mr. d'Adesky: There hasn't been any movement on the annex change bond issue. It will come back up in the future. We are obviously working to close out the MSA. We are going to get some of those changes done, recirculate it, make sure Kingwood is okay with it and Supervisor Greenstein is delegated to sign off on that once its final.

#### **B.    Engineer**

Mr. Boyd: I talked to Alan about the one pond that needs to be cleaned out. I will get some pricing on that.

#### **C.    District Manager's Report**

##### **i.      Action Items Lists**

Mr. Scheerer: As I said in the last meeting, there were some existing signs over there and we are in the process of having those created. As soon as I get them in, we will install them.

Mr. Greenstein: I think the only other discussion we had was what signage could we put up to direct people. We were talking about whether you could put up signage before you get to that turn.

Mr. Scheerer: The other sign that is being expanded is about 8x16 inches and it says resident access card required and all other vehicles enter at 1600 Reunion Boulevard, make a U turn left and then right at the light and the first right into Reunion. The other sign would be a 24x24 stop sign with resident access card required for each vehicle and the gate is monitored. That is an existing sign, but we just increased it because it was only 12x12. The Butterfly Park is

all complete with the exception of the benches. The benches have been ordered and as soon as they come in, we will install them. We are going to pressure wash all of the pads and the curbing in front of the park prior to installing the benches. Chris and his team at Yellowstone did a great job on what Trudy wanted to see for design. The park looks good and we had our first butterfly.

Mr. Greenstein: Good work on that.

Mr. Scheerer: I received a proposal by text from Jarvis Excavating. The scope of services have been discussed on the pond located in Patriot's Landing. It was to remove all of the invasives, all of the deadwood, prune the willow trees and completely get rid of all that plant material around the bank of the pond and on the bottom of the pond. This would leave all oaks, pines and maples. He gave me a price initially of \$2,000 to cut it and leave it in place, which is not what we want. He will come in and the exact scope for \$4,800. I think it is a good price. We have used Jarvis on a couple of other projects. He is good at land clearing. He has the proper equipment. The only thing is he would have to come in behind the retention pond by the horse stable. We walked the whole thing. Chris was back there initially. We looked at it and I think it is a good number. I think it is something we can work with.

Mr. Flint: Are you going to sod or seed?

Mr. Scheerer: There wasn't any contingency in there for sod and seed because we didn't know what it was going to look like once we were done. As you know, it is heavily vegetative now. It looks like it is supposed to be a dry pond. Right now, it is the rainy season and it may not be the right time to do that.

Mr. Flint: Let's clear it and see what we have.

Mr. Scheerer: I know the resident that brought this to everyone's attention just wanted it to look like a pond. It is a good October project for when it cools down and everything stops growing.

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| On MOTION by Mr. Greenstein seconded by Mr. Harding with all in favor Patriots Landing Retention Pond Clean Up at a not to exceed amount of \$5,000 was approved. |
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Mr. Flint: The next item is the dog park playground.

Mr. Harding: Alan and I met with Tim Campbell a couple of weeks ago. We looked at the big park over there off of Youston. You can see the drawing he gave us here. We walked the

park and we tried to determine which area would make the most sense in there. The bigger area that we chose for the dog park area, we chose because half of the day there is shade from the trees on the one side into the area. It has close access to the path. Alan felt like we could get water from where the mailboxes are. It is a pretty simple thing to do, as far as the dog park goes. He suggested that the playground should go a little further up. We already have some benches in there and a trash can. We have to put sidewalk in for ADA. It is just a matter of what size we want to do on the playground and what we want to spend. If we want to move forward, he will get us some prices. We did talk about the possibility of putting a light in, since there is no light in the park. The lights would just be low lighting.

Mr. Flint: A lot of times, you make these parks dusk to dawn. Is there any concern from the homeowners around here?

Mr. Harding: All of these houses on this park are rental homes. The only permanent homeowners there are Kim and Rob Bell and they are dog owners. She likes the idea of a dog park. He said the ADA pad that we put under it was going to be where most of the cost was.

Mr. Flint: You can do a poured in place rubberized surface or you can do rubber mulch or fiber mulch. Fiber mulch is the cheapest and then rubber mulch and poured in place is the most expensive.

Mr. Harding: Let's cost it out.

Mr. Greenstein: Is it all CDD property?

Mr. Harding: No. It is HOA property.

Mr. Flint: We would need an easement or the Master POA would have to fund it because we can't give them the money to do that.

Mr. d'Adesky: If we are putting improvements on the property then we need to have access.

Mr. Greenstein: We can talk to the Master POA and see what their thoughts are.

Mr. Flint: Are we done painting the poles?

Mr. Scheerer: Yes.

Mr. Flint: I know Steve needs to look at the crosswalk.

Mr. Harding: We already have a sign in the street for pedestrian crossing.

Mr. Flint: They are proposing a sign on both sides of the entrance.

Mr. Harding: It would be a painted walkway with signage.



Mr. Greenstein: In going back to number 12 on the signs, there are some posts that are not standing straight up

Mr. Scheerer: We will take care of it.

Mr. Greenstein: You gave us a proposal on the poles. You did a survey on how many traffic poles we have that are not standard Reunion poles.

Mr. Scheerer: There were 44 street signs at a cost of \$34,000.

Mr. Greenstein: I would like for you to identify the ones that are truly street signs. All of the signage to the right of the Terraces are substandard. Their signage should be the same as everyone else's in Reunion. Let's count up how many signs we have to get the Terraces up to speed.

Mr. Scheerer: I will make it happen.

Mr. Greenstein: We will eventually get to the traffic signs.

Mr. Harding: Where are we on the speed signs?

Mr. Scheerer: As you know Chet Berry does a lot of that for us. He was out of work for a couple of weeks, but he is back to work. The signs are programmed and ready to go. They are sitting in my office. If they don't go up Friday, it will be Monday.

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

Mr. Flint: Included in your agenda package is the check register totaling \$125,879.

Mr. Harding: Can someone tell me what \$3,900 is for?

Mr. Scheerer: I think George made the Board aware of that at a previous Board meeting. The hospital parcel was going in on 532 and they needed to terminate the power to the meter. Part of our irrigation system was controlled by a meter out on 532, so we currently have no meter there to power up the irrigation system. Yellowstone went in and put battery operated controllers on all of our zones.

Mr. Flint: There are 40 some zones. It was either that or we would have had dead landscaping.

Mr. Harding: Are there systems in play that measure the amount of water in the ground and then turn the sprinkler system on?

Yellowstone Rep: Some of it is not working off of the Maxicom system. We have to have flow meters on a lot of your valves. They do have moisture readers. It will tell you how much moisture there is per zone.

Mr. Harding: Kevin told me that none of the ones on the golf course currently work. He bought all new rain gauges that will control all of the water on the golf course when it rains.

Mr. Flint: That would be the Master POA because they are the ones who maintain your landscaping and irrigation.

Yellowstone Rep: You could put rain sensors on them.

Mr. Harding: Now that Sinclair Road is full of apartments on both sides and we still maintain the median, is there any way to have the apartments help pay?

Mr. Flint: They are already paying CDD assessments.

Mr. Harding: It is not a CDD road.

Mr. Flint: Neither is 532.

Mr. Greenstein: Being on the Reunion West Board I have mentioned from time to time about doing more than just the grass there. I think at some point down the road that entrance will become the main entrance because of traffic and road construction.

On MOTION by Mr. Harding seconded by Mr. Goldstein with all in favor the Check Register was approved.

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

Mr. Flint: Included in your agenda package is the balance sheet and income statement.

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

Mr. Flint: We have two outstanding May payments from Enock. I will follow up on those.

## **FOURTEENTH ORDER OF BUSINESS      Other Business**

There being none, the next item followed.

## **FIFTEENTH ORDER OF BUSINESS      Supervisor's Requests**

There being none, the next item followed.

**SIXTEENTH ORDER OF BUSINESS      Next Meeting Date**

There being none, the next item followed.

**SEVENTEENTH ORDER OF BUSINESS      Adjournment**

|   |
|---|
| On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor the meeting adjourned at 2:43 p.m. |
|---|

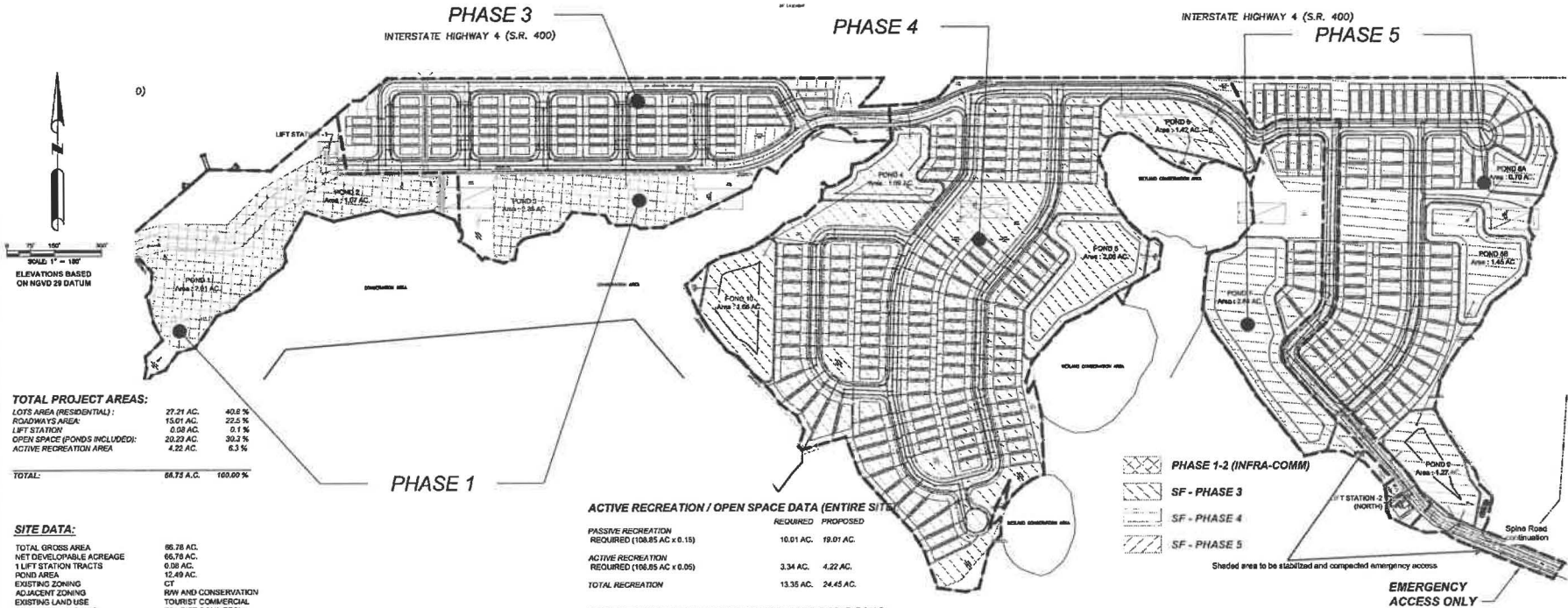
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Secretary/Assistant Secretary

---

Chairman/Vice Chairman

## SECTION IV



**TOTAL PROJECT AREAS:**

|                            |                   |                 |
|----------------------------|-------------------|-----------------|
| LOTS AREA (RESIDENTIAL):   | 27.21 AC.         | 40.8 %          |
| ROADWAYS AREA:             | 15.01 AC.         | 22.5 %          |
| LIFT STATION TRACTS:       | 0.39 AC.          | 0.1 %           |
| OPEN SPACE PONDS INCLUDED: | 30.27 AC.         | 30.2 %          |
| ACTIVE RECREATION AREA:    | 4.22 AC.          | 6.3 %           |
| <b>TOTAL:</b>              | <b>66.75 A.C.</b> | <b>100.00 %</b> |

**SITE DATA:**

|  |                                      |
|--|--------------------------------------|
| TOTAL GROSS AREA:                      | 86.78 AC.                            |
| NET DEVELOPABLE ACREAGE:               | 66.78 AC.                            |
| 1 LIFT STATION TRACTS:                 | 0.39 AC.                             |
| POND AREA:                             | 12.49 AC.                            |
| EXISTING ZONING:                       | CT                                   |
| ADJACENT ZONING:                       | RW AND CONSERVATION                  |
| EXISTING LAND USE:                     | TOURIST COMMERCIAL                   |
| PROPOSED LAND USE:                     | TOURIST COMMERCIAL                   |
| SINGLE FAMILY DWELLING UNITS PER ACRE: | 276                                  |
| FLOOR AREA RATIO (F.A.R.):             | 0.7 AVERAGE                          |
| AVG. FILL TO BE USED:                  | 276 UNITS / 66.94 AC. = 3.8 DU / AC. |
| PROPOSED PAUL ROUTE:                   | 0.7 AVERAGE                          |

**NOTES**

**GENERAL:**

PROJECT SHALL COMPLY WITH THE DESIGN STANDARDS SET FORTH BY SECTION IV OF FDH-8000.

SEE DRAINAGE SHEETS FOR ALL POND TYPICAL SECTIONS.

**LANDSCAPING:**

ALL LANDSCAPING SHALL MEET OR EXCEED THE REQUIREMENTS OF THE OSCEOLA COUNTY LAND DEVELOPMENT CODE.

**SIGNAGE:**

ALL SIGNAGE SHALL COMPLY WITH CHAPTER 3 OF THE LAND DEVELOPMENT CODE.

**EASEMENTS:**

ANY EASEMENT SHOWN AS PROPOSED SHALL BE RECORDED PRIOR TO ISSUING THE CERTIFICATE OF OCCUPANCY.

**STORMWATER MANAGEMENT**

OWNERSHIP AND MAINTENANCE OF STORM WATER POND SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION.

THE STORMWATER MANAGEMENT SYSTEM SHALL BE DESIGNED TO MEET OSCEOLA COUNTY CODE AND SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUIREMENTS. BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM FIRM MAP NO. 12007C0400 EFFECTIVE JUNE 18, 2012 THE DESCRIBED PROPERTY IS WITHIN ZONE "X".

**SANITARY LIFT STATION**

OWNERSHIP AND MAINTENANCE OF THE SANITARY LIFT STATIONS SHALL BE TWA

**UTILITY NOTES:**

1. THE SIZE, LOCATION AND POINTS OF CONNECTION FOR PROPOSED UTILITIES SHALL BE DETERMINED AT TIME OF FINAL ENGINEERING.
2. FIRE HYDRANTS TO BE INSTALLED AS DESIGNED. CALCULATIONS SHALL MEET THE REQUIREMENTS OF ANNEX H 4 OF NFPA 1, 2012 EDITION AND COORDINATED WITH OSCEOLA COUNTY FIRE AND RESCUE.
3. FIRE HYDRANTS SHALL HAVE A CLEARANCE OF 7'6" IN FRONT AND TO THE SIDES WITH A 4" CLEARANCE TO THE REAR.
4. THE DEVELOPER SHALL OBTAIN WATER, REUSE WATER, AND WASTEWATER SERVICE FROM TOHOPEKALIGA WATER AUTHORITY.
5. DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE, ACCESS ROADS AND A SUSTAINABLE TEMPORARY OR PERMANENT SUPPLY OF WATER ACCEPTABLE TO THE OSCEOLA COUNTY FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED. CH. 16, NFPA 1, 2012 EDITION (FFPC 5TH EDITION).
6. PRIOR TO CONSTRUCTION PLAN APPROVAL, HYDRAULIC CALCULATIONS SHALL BE SUBMITTED SHOWING THAT THE PROPOSED WATER, WASTEWATER, AND / OR RECLAIMED WATER SYSTEMS HAVE BEEN SIZED TO SUPPORT THIS PROJECT.

**ACTIVE RECREATION / OPEN SPACE DATA (ENTIRE SITE)**

|  | REQUIRED         | PROPOSED         |
|--|------------------|------------------|
| PASSIVE RECREATION REQUIRED (100.85 AC x 0.15) | 10.01 AC.        | 19.01 AC.        |
| ACTIVE RECREATION REQUIRED (100.85 AC x 0.05)  | 3.34 AC.         | 4.22 AC.         |
| <b>TOTAL RECREATION</b>                        | <b>13.35 AC.</b> | <b>24.45 AC.</b> |

THE ABOVE OPEN SPACE IS PER OSCEOLA COUNTY LAND DEVELOPMENT CODE, CHAPTER 4.10.

**SITE LIGHTING**

SITE LIGHTING SHALL COMPLY WITH OSCEOLA COUNTY CODE. (LIGHTING PLAN, SPECIFICATIONS AND PHOTOMETRIC CALCULATIONS SHALL BE DESIGNED AT TIME OF FINAL ENGINEERING)

**SOILS**

| SOIL SYMBOL | SOIL DESCRIPTION  |
|-------------|---|
| 7           | CANDLER SAND, 0 TO 3 PERCENT SLOPES                         |
| 8           | CANDLER SAND, 3 TO 12 PERCENT SLOPES                        |
| 16          | MIWOKALEE FINE SAND, 0 TO 2 PERCENT SLOPES                  |
| 34          | POWELL FINE SAND, 0 TO 1 PERCENT SLOPES                     |
| 37          | POWELL FINE SAND, FREQUENTLY PONDING, 0 TO 1 PERCENT SLOPES |
| 41          | SATELLITE SAND, 0 TO 2 PERCENT SLOPES                       |
| 44          | TAVARES FINE SAND, 0 TO 5 PERCENT SLOPES                    |

**FIRE**

FIRE DEPARTMENT ACCESS AND WATER SUPPLY SHALL COMPLY WITH NFPA 1, 2012 EDITION CHAPTER 18 AND OSCEOLA COUNTY LDC CODE CHAPTER 4. AND FLORIDA FIRE PROTECTION CODE (FFPC) 2011 EDITION.

**PHASING**

PROJECT WILL BE CONSTRUCTED AS THREE (3) PHASES. THESE PLANS DETAIL ALL PHASES OF CONSTRUCTION WHICH INCLUDE THE ROADWAY, ASSOCIATED UTILITIES AND PONDS.

**STANDARDS**

|                       |              |
|-----------------------|--------------|
| MIN. LOT AREA         | 4,000 SF     |
| MIN. LOT DIMENSIONS:  | 30' X 100'   |
| MAX. IMPERVIOUS AREA  | 90%          |
| MIN. DWELLING SQ. FT. | 1,500 SF     |
| MAX. BUILDING HEIGHT  | 3 STORIES    |
| MAX. FAR              | 70%          |
| MAX. DENSITY:         | 6 UNITS/ACRE |
| MIN. FRONT SETBACKS   |              |
| PRIMARY STRUCTURE:    | 10'          |
| FRONT GARAGE:         | 20'          |
|                       | 5'           |
| MIN. REAR SETBACKS    |              |
| PRIMARY STRUCTURE:    | 10'          |
| SCREEN ENCLOSURES:    | 5'           |
| ALLEY LOADED GARAGE:  | 20'          |
| SIDE SETBACK:         | 5'           |
| CORNER SETBACK:       | 15'          |


**INTERNAL ROADS**

DESIGN SPEED: 35 MPH  
POSTED SPEED: 25 MPH

|                       | OWNERSHIP / MAINTENANCE      |
|-----------------------|------------------------------|
| STORMWATER MANAGEMENT | REUNION EAST CDD             |
| ROADWAY               | OSCEOLA COUNTY               |
| UTILITIES             | TOHOPEKALIGA WATER AUTHORITY |

|                          |                  |                |
|--------------------------|------------------|----------------|
| IMPERVIOUS AREA:         | 36.31 AC.        | 58.1 %         |
| PERVIOUS AREA:           | 27.94 AC.        | 41.9 %         |
| <b>TOTAL GROSS AREA:</b> | <b>64.25 AC.</b> | <b>100.00%</b> |

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|   |  |  |                  |    |             |      |    |             |   |  |  |
|---|--|--|------------------|----|-------------|------|----|-------------|---|--|--|
|  | <b>DAVE SCHMITT ENGINEERING, INC.</b><br>12301 LAKE UNDERHILL ROAD, SUITE 241<br>ORLANDO, FL 32838<br>407-207-9088 FAX 407-207-9069<br>Certification of Authorization #27471 | <b>CONTRACTOR "AS-BUILT"</b><br><br>I hereby state that these "As-Built" were furnished to me by the contractor listed below, I or an employee under my direct supervision have reviewed these "As-Built" and believe them to be in compliance with any knowledge of what was actually constructed. This statement is based upon the construction of the construction.<br><br>Contractor _____ Engineer _____<br>Not valid without the signature and the original sealed stamp of a Florida Registered Engineer. | <b>REVISIONS</b> |    |             |      |    |             | DAVE M. SCHMITT<br>FLORIDA REG. NUMBER<br>48274 | <b>OVERALL SITE PLAN</b><br><br><b>REUNION VILLAGE RESIDENTIAL (PHASES 3 TO 5)</b><br><br><b>OSCEOLA COUNTY, FLORIDA</b> | DATE: NOVEMBER 2016<br>PROJECT NO: EHO-35<br>DRAWN BY: RF<br>CHECKED BY: DBE<br>SCALE: 1"=150'<br>SHEET 06 OF 47 |
|   |  |  | DATE             | BY | DESCRIPTION | DATE | BY | DESCRIPTION |   |  |  |

PS-18-00013  
PD-18-00003  
SDP-18-0198

This instrument prepared by and  
after recording return to:

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

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THIS SPACE FOR RECORDER'S USE

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

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

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

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**EXHIBITS**

|                     |  |
|---------------------|--|
| <b>EXHIBIT "I"</b>  | <b>DESCRIPTION OF PROPERTY</b>           |
| <b>EXHIBIT "II"</b> | <b>RESTRICTED USES WITHIN THE PARCEL</b> |

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

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

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

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

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

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46006/0002  
4851-8276-0495.15

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

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

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

## **1. CERTAIN DEFINITIONS**

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

### **1.1 Defined Terms.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.17 "Parcel Declaration" means this document.

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

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

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

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

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

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

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

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

1.1.21 "Premises" means the Parcel and the Improvements.

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

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

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

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

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

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

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

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

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



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

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

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

**2.3 Allocation of Density.**

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

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

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

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



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

## 2.5 Maintenance Responsibility.

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

## 2.6 Easements.

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

## 2.7 Common Property and Exclusive Common Property.

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

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

## **2.8     Assessments.**

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

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

## **2.9     Parcel Developer Designation.**

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

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

# **3.     **USE AND OWNERSHIP****

## **3.1     Use of Parcel.**

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

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

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

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

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

3.1.5 All other documents of record affecting the Parcel.

### 3.2 Prohibited Acts.

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

## 4. **DESIGN AND CONSTRUCTION**

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

### 4.1 Design Approval.

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

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

#### 4.2 Parcel Improvements

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

#### 4.3 Plans.

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

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

#### **4.4 Construction.**

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

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

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

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

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

#### **4.5 Approving Party Designee.**

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

#### **4.6 Damage or Destruction.**

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

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

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

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

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

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

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



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

#### 4.10 Modifications.

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

#### 4.11 Expenses.

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

#### 4.12 Permits and Approvals.

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

#### 4.13 Stormwater Design and Runoff.

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

#### 4.14 Removal of Trash.

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

#### 4.15 Insurance Requirements.

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

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

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

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

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

#### 4.16 Signage.

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

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

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

#### 4.18 Entry Gate and Guardhouse.

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



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

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

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

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

## **5. VIOLATIONS AND REMEDIES**

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

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

## **5.2 Remedies.**

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

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

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

## **6. RIGHT OF ENTRY**

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

## **7. MISCELLANEOUS**

### **7.1 Rights Cumulative.**

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

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

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

### **7.3 Notices.**

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

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

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

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

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

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

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

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

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

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

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

#### 7.5 Severability.

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

#### 7.6 Governing Law.

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

**7.7 Headings.**

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

**7.8 No Partnership.**

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

**7.9 Survival.**

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

**7.10 Timeshare.**

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

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

**WITNESSES:**

Heidi Bork  
HEIDI BORK (Print Name)

Brandi Donley  
Brandi Donley (Print Name)

**DECLARANT:**

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

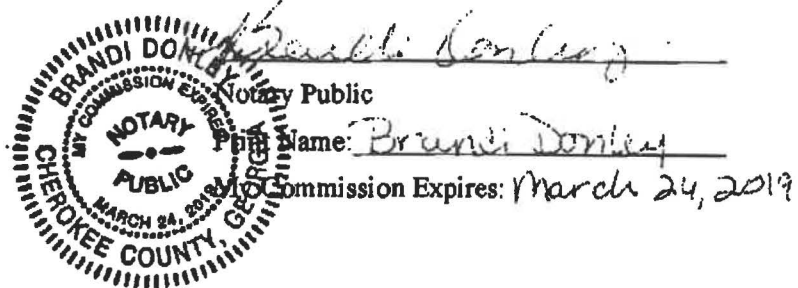
By: ACP-Communities, LLC, a Delaware limited liability company, its Authorized Representative

By: [Signature]  
Amy Wilde, Manager

Date: May 14, 2018

STATE OF Georgia  
COUNTY OF Fulton

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



WITNESSES:

[Signature]  
OMAR KIEM (Print Name)

[Signature]  
SEVEN DOUGHERTY (Print Name)

STATE OF FLORIDA  
COUNTY OF PAUM BUCH

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



Parcel Developer:

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

By: [Signature]  
John Chiste, Authorized Representative

Print name: JOHN CHISTE

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

**EXHIBIT "I"**

**Description of Parcel**

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

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

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**Exhibit I – Page 1**

4843-2073-6593.8

46006/0002  
4851-8276-0495.15



## **EXHIBIT "II"**

### **Restricted Uses**

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

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

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

# SECTION V

**RESOLUTION NO. 2019-04**

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

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

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

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

*[SIGNATURES ON FOLLOWING PAGE.]*

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

**PASSED AND ADOPTED** this 11th day of July, 2019.

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

**ATTEST:**

---

George Flint  
Secretary / Assistant Secretary

---

Chairman / Vice Chairman

**EXHIBIT "A"**  
**PRELIMINARY PARKING AND TOWING**  
**RULES AND POLICIES**

[ATTACHED BELOW]

# REUNION EAST COMMUNITY DEVELOPMENT DISTRICT PARKING AND TOWING RULES

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## 1.5 Enforcement

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

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

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

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

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

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

**Appendix 1.0**

**District Parking and Towing Map**

[ATTACHED BELOW]

## SECTION VI

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

THIS AGREEMENT is made and executed this 17th day of June, 2019, by and between the REUNION EAST COMMUNITY DEVELOPMENT DISTRICT (the "District") and REUNION CLUB OF ORLANDO, LLC (the "User") whose address is 7593 Gathering Drive, Reunion, Florida 34747.

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

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

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

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

1. "User" Defined. The term "User", as used herein, shall be defined as, and shall at all times refer to and include, the entity known as Reunion Club of Orlando, LLC, together with its directors, officers, employees, agents, contractors and assigns.
2. Term of Use. This Agreement shall allow for the exclusive use of the Facilities by the User and its directors, officers, employees, agents, contractors, assigns, invitees, licensees and guests on the dates of **June 19th.** (the "Dates of Use"). The User will also be allowed up to four (4) hours of set up prior to each event, if necessary. Nothing herein shall be construed so as to grant to the User or any other third party the right to use the Facilities at any time other than as specified herein. This Agreement shall automatically terminate following the Date of Use unless otherwise modified in writing by both parties hereto.
3. Responsibilities of User. User shall promptly repair any damage to the Facilities, or any improvements located thereon, directly or indirectly caused by User or User's agents, contractors, employees, invitees, licensees or guests. In addition, the User shall also be solely responsible for thoroughly cleaning and restoring the Facilities to substantially the same condition as existed prior to the User's use. Should User fail to repair any damage or thoroughly clean the Facilities as required herein, District may elect, but shall not be obligated to, perform such repairs and/or cleaning, and User shall reimburse District for the costs of the repairs and/or cleaning upon written notice from District. If User fails to reimburse such costs within thirty (30) days following receipt of District's written notice, such amounts comprising the costs in question shall bear interest at the highest rate allowed by law.

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

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

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

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

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

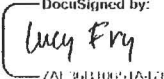
9. Indemnification. User agrees to defend, indemnify, and save harmless the District, its supervisors, agents, employees, officers, directors, successors, assigns, representatives and affiliates, against and from any and all demands, actions, causes of action, suits, damages, claims and liabilities,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

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

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

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

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

By:   
/s/ [illegible] 6/17/2019  
Name: Lucy Fry  
Title: DOF 6/17/2019

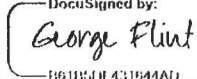
Witness: \_\_\_\_\_

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

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

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

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

By:   
[illegible] 6/17/2019  
Name: George Flint  
Title: District Manager

ATTEST:

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



## SECTION VIII

# SECTION C

# SECTION 1

### Reunion East

| Item # | Meeting Assigned | Action Item   | Assigned To:               | Date Due | Status     | Comments   |
|--------|------------------|---|----------------------------|----------|------------|--|
| 1      | 3/14/11          | Irrigation Turnover   | Developer                  |          | On Hold    | Issue on Hold Pending CUP Negotiation  |
| 2      | 3/16/17          | Allocation of 532 Costs   | Scheerer/d'Adesky          |          | On Hold    | Proposals from Yellowstone presented at August meeting. Counsel Sent Demand Letters for Costs to Each Parcel Owner. Publix Declined Sharing Costs. |
| 3      | 1/11/18          | Amendment to MSA to Incorporate Heritage Crossing Community Center & Horse Stables  | Resort/Flint               |          | In Process | Negotiations with New Resort Owners to Take Place Over the Course of 60-90 Days  |
| 4      | 4/11/19          | Old Lake Wilson Road Gate Signage   | Scheerer/Boyd              |          | In Process | Staff Added Two New Signs  |
| 5      | 4/11/19          | Watson Court Park   | Scheerer                   |          | Complete   |  |
| 6      | 4/11/19          | Review of 4-Way Stop at Spine Road & Tradition Blvd.                                | Boyd                       |          | In Process | Warrant Study on June Meeting Agenda   |
| 7      | 4/11/19          | Corolla Court Parking Issue; Evaluation of Addition of Street Parking Towaway Zones | Williams/Cruz/<br>Scheerer |          | In Process | Proposed Towing Policy on June Meeting Agenda  |
| 8      | 4/11/19          | Patriot's Landing Small Retention Pond Cleanup                                      | Boyd                       |          | In Process | Board Approved Vendor to Commence Work in Fall   |
| 9      | 4/11/19          | Creating Dog Parks/Playground   | Goldstein                  |          | In Process |  |
| 10     | 4/11/19          | Repainting Speed Monitor Sign Poles "Black"/Replace Poles                           | Scheerer                   |          | Complete   |  |
| 11     | 5/9/19           | Crosswalk in Front of Resort  | Boyd                       |          | In Process |  |
| 12     | 6/13/19          | Installation of Additional Solar Powered Speed Limit Sign                           | Scheerer                   |          | Complete   | To be installed on Excitement Drive  |

### Reunion West

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

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

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

## SECTION 2

*This item will be provided under  
separate cover*



## SECTION 3

*This item will be provided under  
separate cover*

## SECTION 4


**Reunion East/West CDD Direct Billed Assessments for FY 2019**

| District     | Landowner  | Product | Total O & M         | Total Debt         | Total Due           | O & M     | Debt                | Total              | Paid                |                |
|--------------|--|---------|---------------------|--------------------|---------------------|-----------|---------------------|--------------------|---------------------|----------------|
| Reunion East |  |         |                     |                    |                     |           |                     |                    |                     |                |
|              | Citicommunities                                      |         |                     |                    |                     | Nov       | \$5,491             | \$7,496            | \$12,987            | paid 2/25/19   |
|              | 35-25-27-4885-PRCL-OC30                              |         |                     |                    |                     | Feb       | \$2,746             | \$3,748            | \$6,494             | Paid 2/25/19   |
|              |  |         | \$10,982            | \$14,992           | \$25,974            | May       | \$2,746             | \$3,748            | \$6,494             | Paid 5/30/19   |
|              | Estoppel   |         |                     |                    |                     |           |                     |                    |                     |                |
|              | Totals   |         | <u>\$10,982</u>     | <u>\$14,992</u>    | <u>\$25,974</u>     | Total     | <u>\$10,982</u>     | <u>\$14,992</u>    | <u>\$25,974</u>     |                |
|              |  |         |                     |                    |                     |           | O & M               | Debt               | Total               | Paid           |
|              | LRA ORLANDO LLC                                      |         | \$1,848             | \$5,053            | \$6,901             | Nov       | \$924               | \$2,527            | \$3,451             | 11/5/18        |
|              | 35-25-27-4885-PRCL-OC30 4 MF                         |         |                     |                    |                     | Feb       | \$462               | \$1,263            | \$1,725             | 11/5/18        |
|              |  |         |                     |                    |                     | May       | \$462               | \$1,263            | \$1,725             | 11/5/18        |
|              |  |         |                     |                    |                     | Total     | <u>\$1,848</u>      | <u>\$5,053</u>     | <u>\$6,901</u>      |                |
|              |  |         |                     |                    |                     |           | O & M               | Debt               | Total               | Paid           |
|              | EHOFF  |         |                     |                    |                     |           |                     |                    |                     |                |
|              | 11-1-15 Interest                                     |         |                     |                    |                     |           |                     |                    |                     |                |
|              | 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 1/2/19    |
|              | 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           |                |
|              | 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           |                |
|              |  |         | <u>\$909,846</u>    | <u>\$1,717,385</u> | <u>\$2,627,231</u>  | Total     | <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                                     |         |                     |                    |                     |           |                     |                    |                     |                |
|              | 27-25-27-4927-0001-WC10                              |         | \$7,276             |                    | \$7,276             | Dec       | \$29,883            | \$0                | \$29,883            | Paid 1/30/2019 |
|              | 27-25-27-4927-0001-SF10                              |         | \$37,864            |                    | \$37,864            | March     | \$29,883            | \$0                | \$29,883            | Paid 3/28/19   |
|              | 27-25-27-4927-0001-SF20                              |         | \$41,725            |                    | \$41,725            | June      | \$29,883            | \$0                | \$29,883            | Paid 6/26/19   |
|              | 27-25-27-4935-0001-0XX0                              |         | \$32,667.00         |                    | \$32,667            | September | \$29,883            | \$0                | \$29,883            |                |
|              |  |         | <u>\$119,532.00</u> | <u>\$0.00</u>      | <u>\$119,532.00</u> | Total     | <u>\$119,532</u>    | <u>\$0</u>         | <u>\$119,532</u>    |                |
|              |  |         |                     |                    |                     |           |                     |                    |                     |                |
|              | Reunion West HOA                                     |         | \$202,932           | \$0                | \$202,932           | Dec       | \$50,733.00         | \$0.00             | \$50,733.00         | Paid 1/30/2019 |
|              | 22-25-27-4923-0001-0080                              |         |                     |                    |                     | March     | \$50,733.00         | \$0.00             | \$50,733.00         | Paid 3/28/19   |
|              |  |         |                     |                    |                     | June      | \$50,733.00         | \$0.00             | \$50,733.00         | Paid 6/26/19   |
|              |  |         |                     |                    |                     | September | \$50,733.00         | \$0.00             | \$50,733.00         |                |
|              |  |         |                     |                    |                     | Total     | <u>\$202,932.00</u> | <u>\$0.00</u>      | <u>\$202,932.00</u> |                |

# SECTION 5

266770 2018 Dryburgh, John

- Reunion East Community Development Dist-Board of Supervisors

Form 1 with Osceola County SOE Form Receipt Not Recorded