Agenda

June 13, 2019

AGENDA

Community Development District

135 W. Central Blvd., Suite 320, Orlando FL, 32801 Phone: 407-841-5524 – Fax: 407-839-1526

June 6, 2019

Board of Supervisors Reunion West Community Development District

Dear Board Members:

The special meeting of the Board of Supervisors of the Reunion West Community Development District will be held Thursday, June 13, 2019 at 12:30 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of the Minutes of the May 9, 2019 Meeting
- 4. Consideration of Resolution 2019-11 Approving the Proposed Fiscal Year 2020 Budget and Setting a Public Hearing
- 5. Consideration of Request for Closure of Spine Road Bridge Access for Reunion Village
- 6. Consideration of Amended Engagement Letter from Latham, Shuker, Eden & Beaudine, LLP for Legal Services
- 7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Action Items List
 - ii. Approval of Check Register
 - iii. Balance Sheet and Income Statement
 - iv. Status of Direct Bill Assessments
- 8. Other Business
- 9. Supervisor's Requests
- 10. Next Meeting Date
- 11. Adjournment

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

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

The fourth order of business is the consideration of Resolution 2019-11 approving the proposed Fiscal Year 2020 budget and setting a public hearing. Once approved, the budget will be

transmitted to the governing authorities at least 60 days prior to the final budget hearing. A copy of the Resolution is enclosed for your review and the proposed budget will be provided under separate cover.

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

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

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

Sincerely,

George S. Flint District Manager

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

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Enclosures

MINUTES

MINUTES OF MEETING REUNION WEST COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Reunion West Community Development District was held on Thursday, May 9, 2019 at 12:30 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum were:

Mark GreensteinVice-ChairmanDebbie MusserAssistant SecretaryMichael ManckeAssistant Secretary

Also present were:

George Flint District Manager
Andrew d'Adesky District Counsel
Alan Scheerer Field Manager
John Cruz CWS Security

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS

Public Comment Period

There not being any, the next item as followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the April 11, 2019 Meeting

Mr. Flint: Did the Board have any comments to those? They were provided in your agenda package.

On MOTION by Mr. Greenstein seconded by Ms. Musser with all in favor the minutes of the April 11, 2019 meeting were approved, as presented.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2019-09 Approving the Execution of the Reunion West Phase 4 Plat and Dedications

Mr. d'Adesky: Resolution 2019-09 Approves the Execution of the Reunion West Phase 4 Plat and dedications. As of the last six months, Osceola County required that every plat that contains a dedication to the CDD be approved by the CDD. We have a resolution, which we must send to the County. It's a fairly new requirement that's not required by law, but Osceola County is asking us to do it anyways. So, we would just ask the Board to approve the plat dedications. They are not effective until we have the conveyance so we actually still need some Bills of Sale and other documents from the developer to actually take this property. We are just approving the conveyances that the CDD will be taking over. The District Engineer looked at it and saw the same. It's the same sort of stuff that the CDD is doing anyway with the open space tracts, stormwater ponds, etc.

Mr. Greenstein: I'm just curious. Is this primarily due to the annexation of the additional property?

Mr. d'Adesky: No, this is just routine platting. Any time there is platting within the community, it's always going to come to the CDD, simply because there's always going to be a dedication to the CDD. Even if they are dedicating something like a utility easement or something like that, they are still going to require it to come to the CDD for approval. That's just the way that Osceola County does things nowadays. We are trying to do our best to be a good partner with the developer by letting them plat properly and fulfill what the County needs.

Mr. Greenstein: I reviewed it and it seemed very straightforward. I was just curious if there was a particular parcel.

Mr. d'Adesky: Just so you know, this parcel is part of the assessment area, which we are levying bonds on right now. Of that, the overall assessment area, which is Assessment Area 5, we have one platted portion, one un-platted portion that is being platted by this plan and then another un-platted portion that doesn't even have a proposed plat yet.

Mr. Flint: They were holding off on recording this plat, Methodology and Preliminary Assessment Roll because of the financing.

Mr. d'Adesky: Correct. We should expect them to be recorded in the next 60 to 90 days.

On MOTION by Mr. Greenstein seconded by Mr. Mancke with all in favor Resolution 2019-09 Approving the Execution of the Reunion West Phase 4 Plat and Dedications was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Bond Counsel Agreement with Greenberg Traurig, P.A. for the Series 2019 Bond Issuance

Mr. d'Adesky: We don't give any tax advice so whenever we have a bond issuance, we have tax provisions and bond provisions that need scrutiny for Internal Revenue Service (IRS) regulations. For federal compliance issues, we always have Bond Counsel intervene. Those funds come out of the Cost of Issuance (COI), just as every other section of the community. The Methodology Consultant, George, is the head of that, as well as Issuers Counsel, Bond Counsel, Underwriter's Counsel and the Underwriter. So, this is just entering into an agreement for that issuance, which we are pre-closing on Monday and expect to close probably later next week. Greenberg, Traurig probably performed the work at this point.

Mr. Flint: Yes. They already performed the services.

Mr. Greenstein: So is it a ratification?

Mr. d'Adesky: No. It's still an execution.

Mr. Flint: He hasn't been paid yet. Mr. d'Adesky: The fee is standard.

On MOTION by Mr. Greenstein seconded by Ms. Musser with all in favor the Bond Counsel Agreement with Greenberg, Traurig, P.A. for the Series 2019 Bond Issuance was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2019-10 Finalizing the Series 2019 Assessments

Mr. d'Adesky: This is a finalization resolution. Whenever we do a declaration and levy of assessments on certain property that's associated with the bond issuance, the previous resolutions as well as the indenture require we finalize them once we know the final numbers. So now that we have numbers for the bonds and George's Methodology explains those numbers, we are adopting the final Methodology and setting the assessments at the rate prescribed in the Methodology. George, did you want to discuss the Methodology?

Mr. Flint: Yes. We drafted a Master Assessment Methodology for Assessment Area 5. For purposes of the Preliminary Limited Offering Memorandum (PLOM), we did a Draft Supplemental Assessment Methodology. It was included in the PLOM and once the bonds are priced, we would revise the Supplemental Methodology to reflect the actual price. So, the title on this report has been changed to final and is dated the date the bonds were actually priced, which

was May 1st. Table 1 is the development program. It includes 228 units. Some are single family and some are townhomes. It equates to 215 Equivalent Residential Units (ERUs). The estimated infrastructure costs are in Table 2. Table 3 has the actual terms of the pricing in the par amount of \$7,095 million, coupon rate and interest rate of 4.55%, 30-year amortization period, 12 months of Capitalized Interest (CI), 75% maximum annual debt service and 2% Underwriter's discount. So those amounts flow through the other tables. The per unit assessment amount that a single-family home or townhome will pay in Assessment Area 5 for debt service, is consistent with the per unit amount of the existing single-family and townhomes are paying. That is in Table 6.

Mr. d'Adesky: This phase is going to have the same rate as previous phases.

Mr. Greenstein: I know we talked about this with the Chairman at the last meeting in preparation for this action today, but the only question I had George, was in the report, under the ASSESSMENT AREA FIVE PROJECT, there is a note about the land swap.

Mr. d'Adesky: That's already been completed and taken out.

Mr. Greenstein: I'm still seeing it in this report.

Mr. Flint: That's in the agenda package. I handed out a revised one.

Mr. Greenstein: Perfect.

Mr. Flint: If the revised one does not have it taken out, the final one does. We also revised the Offering Memorandum and Assessment Roll. That area was re-platted and the plat has been recorded.

Mr. Greenstein: Good.

Mr. Flint: Approximately 10 acres have been included in the CDD's name on the southern portion of the stormwater ponds. So, all of that has now been done and the final report reflects it.

Mr. Greenstein: Perfect.

Mr. Flint: Are there any questions on the resolution?

Mr. Greenstein: No, I think we are good.

On MOTION by Mr. Greenstein seconded by Mr. Mancke with all in favor Resolution 2019-10 Finalizing the Series 2019 Assessments, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Signage Easement Agreement (Bears Den)

Mr. d'Adesky: We were approached by Counsel for the developer, but they were working through the Association. Regarding signage for Bears Den. I believe and Alan, correct me if I'm wrong, but I believe the signage is already installed.

Mr. Scheerer: Yes.

Mr. d'Adesky: So this is really an Easement Agreement in arrears for something that's already there.

Mr. Greenstein: A modification.

Mr. d'Adesky: Yes. At first, I was concerned. We adopted a signage policy and made sure its compliant, but in looking at the scope and structure, what it's like and how its instructed, its compliant with our signage policy. It's purely directional in naming the development and the exact type of sign we want there. I reviewed the Easement Agreement. I had some changes to protect the District, but it's a standard Easement Agreement. We have no problem with the Board adopting it.

Mr. Greenstein: Lovely photo by the way. Just for clarification, the roads within the Bears End property itself are not the CDDs.

Mr. d'Adesky: No, but this is outside so coming up and in is the CDD in front of the gates.

Mr. Greenstein: So that area from the gates to the curb, at the entrance to the Bears Den is CDD property. I wasn't sensitive to that so that's fine.

On MOTION by Mr. Greenstein seconded by Mr. Mancke with all in favor the Signage Easement Agreement was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2019-11 Approving the Proposed Fiscal Year 2020 Budget and Setting a Public Hearing

Mr. Flint: The next item is Resolution 2019-11, which approves the Proposed Budget and sets the date, place and time for the public hearing. Your agenda indicated that it would be sent out under separate cover. I have copies of a version of the agreement, but my preference would be to defer the resolution to your June meeting.

Mr. Greenstein: That's fine.

Mr. Flint: That will give you the extra time, in light of the bond issue we just handled and some of the platting issues. There are a lot of moving parts right now such as the true-up of the number of platted units, which is going to impact the shared cost between both Districts. So, I

would ask if the Board would be okay to defer that so we have a better understanding. I have a version of the budget here, but I believe it doesn't reflect all the moving parts that it needs to reflect.

Mr. Greenstein: We have the time so we can use it.

Mr. Flint: You will get it at the next meeting because you need 60 days before your public hearing in August, but we have 62 days between the June and August meeting.

Mr. d'Adesky: Yes.

Mr. Flint: If the Board is okay with that, I would appreciate having the extra time.

Mr. Greenstein: Absolutely.

Mr. Flint: Okay, so we will defer Resolution 2019-11 to your June meeting.

NINTH ORDER OF BUSINESS

Consideration of Audit Committee and Chairman

Mr. Flint: The District is required to have an independent audit as a governmental entity in the statutes. Part of that process is to appoint an Audit Committee, but it's actually an Auditor Selection Committee and designate a Chair. In the past, the Board appointed themselves as the Audit Selection Committee and designated one of the Board Members as Chair. That allows us right after the Board meeting to move into the initial Audit Committee meeting, which is really just approval of the form of the Request for Proposals (RFP) and the selection criteria.

Mr. Greenstein: Right.

Mr. Flint: So if the Board is comfortable with doing that, then I would ask for a motion to appoint the Board as the Audit Committee and designate one of the Board Members as Chair as part of the motion.

On MOTION by Mr. Greenstein seconded by Mr. Mancke with all in favor appointing the Board as the Audit Committee and appointing Mark Greenstein as Chair was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Flint: Next is Staff Reports. Do you have anything else, Andrew?

Mr. d'Adesky: No. We are just working on the bond issuance. Once we finish with that, we will follow up. We have some conveyances that we need to tidy up, but we wanted to get through the bond issuance first.

B. Engineer

Mr. Flint: Steve is out of town until Monday. I thought Xavier from his office would be on the phone, but I haven't heard anyone join in.

C. District Manager's Report

i. Action Items List

Mr. Flint: We have the Action Items List. For the neighborhood monuments, Alan, I heard you talking about the status of that.

Mr. Scheerer: Yes. The contractor submitted plans for permitting. As far as the permitting and what the official 911 block range addresses, they had to reduce the size of the plan and resubmit it to get the addresses for each location. So, we have that and are hoping in the new few weeks to issue the permits. Graham is ready to go so once we get the permits, we can call for locates. All he has to do is come out and dig and pour the footers and all of the monuments will be made prior to the installation so all they have to do is crane it to drop it in its spot and we are good to go. Hopefully we will see a lot of movement here in the next couple of weeks and we can put this matter to rest.

Mr. Greenstein: Sounds good.

Mr. Flint: We have the work that the Board approved at the last meeting regarding the parking spaces for the mail kiosk at the Sinclair Road gate. There were modifications to allow an additional entrance lane.

Mr. Scheerer: Right.

Mr. Flint: Xavier will be on the call at 1:00 p.m. so maybe we can get an update from him.

Mr. Greenstein: That would be good.

Mr. Flint: Then the four-way stop at Tradition Boulevard and Golden Bear is going to require a Warrant Study. Xavier confirmed that a Warrant Study is required and he's going to have a cost estimate for discussion purposes, but we would have to retain a Traffic Consultant or Traffic Engineer to prepare the study. They will look at crash history, trip counts, line of sight issues and other factors that might justify whether it should be a four-way stop or not. Then that is presented to the County and the County would tell us whether it was allowed.

Mr. Greenstein: It's not quite as complicated as the traffic at the front, but it has the same issues.

Mr. Flint: It's the same concept.

Mr. Greenstein: Yes.

Mr. Flint: You don't want to put up stop signs without some sort of study being done anyway, just from a liability perspective. Then if we are asking the Sheriff's Department to enforce it, again we need to make sure we have a basis for having it there.

Mr. Greenstein: Okay.

ii. Approval of Check Register

Mr. Flint: You have the April Check Register for the General Fund, Replacement and Maintenance Fund and payroll totaling \$595,987.92. The detail is behind the summary.

On MOTION by Mr. Greenstein seconded by Ms. Musser with all in favor the April Check Register as presented was approved.

iii. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financial statements through March 31st. If there are any questions, we can discuss those.

iv. Status of Direct Bill Assessments

Mr. Flint: You have the summary of the direct bills.

Mr. Greenstein: Reunion West is in good shape.

Mr. Flint: Yes. The next payment is due in June so we are good at this point.

v. Presentation of Number of Registered Voters – 101

Mr. Flint: As of April 15th, the Supervisor of Elections indicates we have 101 registered voters. What that means is that we are not going to trigger the transition in 2020 because you have to trigger it this year.

Mr. Greenstein: It is almost like an 18-month window.

Mr. Flint: Yes, because if you trigger it in April of 2020, it's too late at that point for the Supervisor of Elections to do what they need to do to qualify seats for the November election. I'm sure that in 2022, the apartments will trigger it at that point. So, it looks like we are going to have at least one more landowner election.

ELEVENTH ORDER OF BUSINESS

Other Business

Mr. Flint: Mr. Mancke had a request that he wanted the Board to consider. He has a couple of graphics of the resort.

Mr. Mancke: It is just the feasibility of the Engineering Department to look at another crosswalk over by the Grand Hotel property. A lot of traffic occurs on that corner right over the bridge before we get down to the other crosswalks. Just to know whether it's feasible or not. It would probably add some safety. Of course, if people would just drive 25-miles-per-hour it would be safe.

Mr. Flint: What I suggested to Mike is that he bring this up at the Board meeting and if the Board was interested pursuing it, we could refer it to the District Engineer to review.

Mr. Greenstein: Yes, but it's on the east side.

Mr. Flint: I apologize.

Mr. Greenstein: Not a problem.

Mr. Flint: It's not a Reunion West issue. It's a Reunion East issue. Under their Engineer's Report, you can discuss it further.

Mr. Greenstein: So Mike, where is this crosswalk? I see Gathering Drive and Seven Eagles Way.

Mr. Scheerer: It's just past the pedestrian bridge.

Mr. Mancke: A lot of folk's park over here and go around.

Mr. Greenstein: I know where it is now. We probably have one official one and three others. They just walk across because they are coming from various areas.

Mr. Mancke: That's what people want.

Mr. Flint: Either that or get rid of the one on the east side.

Mr. d'Adesky: So it would be appropriate for the District Engineer to look into it.

Mr. Greenstein: Yes. We will get it on the books at the Reunion East meeting.

Mr. Mancke: Okay.

Mr. Greenstein: Thank you.

TWELFTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Flint: Is there any other business? Hearing none,

THIRTEENTH ORDER OF BUSINESS Next Meeting Date

Mr. Flint: The next meeting date is June 13, 2019.

FOURTEENTH ORDER OF BUSINESS Adjournment

There being no further business,

On MOTION by Mr. Greenstein seconded by Mr. Mancke with all in favor the meeting was adjourned.

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION IV

RESOLUTION 2019-11

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

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

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

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 15, 2019

HOUR: 12:30 p.m.

LOCATION: Heritage Crossing Community Center

7715 Heritage Crossing Way

Reunion, FL 34747

- 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Osceola County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
- 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF JUNE, 2019.

ATTEST:	REUNION WEST COMMUNITY
	DEVELOPMENT DISTRICT
	By:
Secretary	Its:

Reunion West Community Development District Proposed Budget FY 2020





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Community Development District
Proposed Budget
General Fund
Fiscal Year 2020

	Adopted	Actual	Projected	Total	Proposed
Denosiation	Budget FY2019	thru 3/31/19	Next 6 Months	thru 9/30/19	Budget FY2020
Description	P12019	3/31/19	WOTHERS	8130119	F12020
Revenues					
Special Assessments - Tax Collector	\$517,848	\$456,793	\$61,055	\$517,848	\$517,848
Special Assessments - Direct	\$536,999	\$192,863	\$344,136	\$636,999	\$536,999
nterest	\$0	\$4	\$1	\$5	\$0
discellaneous Income	\$3,749	\$312	\$3,436	\$3,749	\$3,749
Carry Forward Surplus	\$110,902	\$200,137	\$0	\$200,137	\$134,280
Total Revenues	\$1,169,498	\$850,109	\$408,629	\$1,258,738	\$1,192,87
Expenditures					
Administrative					
Supervisor Pay	\$12,000	\$5,200	\$5,000	\$10,200	\$12,000
FICA	\$918	\$398	\$383	\$780	\$918
Engineering	\$8,000	\$885	\$3,115	\$4,000	\$8,000
Attomey	\$17,000	\$14,030	\$13,970	\$28,000	\$20,000
rustee Fees	\$21,000	\$4,863	\$16,137	\$21,000	\$21,000
Dissemination	\$7,500	\$4,000	\$3,750	\$7,750	\$10,000
Arbitrage	\$2,400	\$0	\$1,800	\$1,800	\$2,40
Collection Agent	\$7,500	\$7,500	\$0	\$7,500	\$7,50
Property Appraiser Fee	\$500	\$465	\$0	\$465	\$50
Annual Audit	\$5,200	\$6,200	\$0	\$6,200	\$5,20
Management Fees	\$44,274	\$22,137	\$22,137	\$44,274	\$44,27
nformation Technology	\$2,200	\$1,100	\$3,600	\$4,700	\$2,20
Telephone	\$300	\$35	\$115	\$150	\$30
Postage	\$1,000	\$558	\$542	\$1,100	\$1,20
Printing & Binding	\$1,600	\$386	\$614	\$1,000	\$1,60
Seneral Liability Insurance	\$9,400	\$8,540	\$0	\$8,540	\$9,40
_egal Advertising	\$1,500	\$5,073	\$852	\$5,925	\$1,50
Other Current Charges	\$350	\$3,400	\$100	\$3,500	\$35
Office Supplies	\$300	\$98	\$202	\$300	\$30
Travel Per Diem Dues, Licenses & Subscriptions	\$600 \$175	\$0 \$175	\$100 \$0	\$100 \$175	\$60 \$17
Administrative Expenses	\$143,717	\$85,042	\$72,417	\$157,459	\$149,41
Maintenance - Shared Excenses					
Field Management	\$31,312	\$15,656	\$15,656	\$31,312	\$31,31
Management Services Agreement	\$0	\$0	\$0	\$0	\$
Facility Lease Agreement	\$17,980	\$8,990	\$8,990	\$17,980	\$17,98
elephone	\$3,740	\$1,836	\$1,855	\$3,691	\$3,74
Electric	\$259,600	\$131,310	\$131,050	\$262,360	\$268,40
Nater & Sewer	\$35,200	\$14,949	\$16,879	\$31,828	\$35,20
Sas	\$33,880	\$12,565	\$18,437	\$31,002	\$33,88
Pool and Fountain Maintenance	\$77,000	\$42,191	\$44,880	\$87,071	\$79,20
Environmental	\$4,400	\$1,704	\$1,726	\$3,430	\$4,40
Properly Insurance	\$20,130	\$18,271	\$0	\$18,271	\$20,13
rrigation Repairs & Maintenance	\$6,600	\$3,478	\$2,357	\$5,835	\$6,60
andscape Contract	\$341,568	\$173,082	\$143,084	\$316,126	\$341,58
andscape Contingency	\$17,083	\$27,513	\$5,893	\$33,406	\$22,00
andscape Consulting	\$17,160	\$12,018	\$8,580	\$20,598	\$17,16
Sate & Gatehouse Expenses	\$14,080	\$3,712	\$1,650	\$5,362	\$14,08
Roadways/Sidewalks/Bridge	\$22,000	\$4,717	\$5,893	\$10,610	\$22,00
ighting	\$4,400	\$337	\$2,357	\$2,694	\$4,40
Building Repairs & Maintenance	\$17,600	\$2,333	\$1,964	\$4,297	\$11,00
Pressure Washing	\$8,800	\$2,948	\$5,852	\$8,800	\$15,40
Maintenance (Inspections)	\$770	\$429	\$341	\$770	\$77
Repairs & Maintenance	\$8,800	\$0	\$4,187	\$4,187	\$8,80
Pest Control	\$319	\$0	\$0	\$0	\$31
Signage Security	\$1,760 \$61,600	\$3,409 \$30,800	\$2,357 \$30,800	\$5,766 \$61,600	\$3,52 \$61,60
Total Shared Maintenance	\$1,005,781	\$512,227	\$454,767	\$966,994	\$1,023,45

Reunion West Community Development District Proposed Budget General Fund

Fiscal Year 2020

	Adopted	Actual	Projected	Total	Proposed	
	Budget	thru	Next 6	thru	Budget	
Description	FY2019	3/31/19	Months	9/30/19	FY2020	
Maintenance - Direct Expenses						
Irrigation System Operations	\$20,000	\$0	\$0	\$0	\$20,000	
Contingency	\$0	\$5	\$0	\$5	\$0	
Transfer Out - R&M Fund	\$0	\$0	\$0	\$0	\$0	
Total Maintenance Expenses	\$20,000	\$5	\$0	\$5	\$20,000	
Total Expenses	\$1,169,498	\$597,274	\$527,185	\$1,124,458	\$1,192,875	
Excess Revenues (Expenditures)	\$0	\$252,836	(\$118,556)	\$134,280	\$0	

Net Assessments Add: Discounts & Collections Gross Assessments

\$1,054,847 \$67,331 \$1,122,178

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

			Shared Costs		
	FY 2019	FY 2019	Total Prop	Reunion East	Reunion West
	Budget	Projections	2020 Budget	56%	44%
1 Field Maintenance	\$71,163	\$71,163	\$71,163	\$39,851	\$31,312
2 Management Services Agreement	\$0	\$0	\$0	\$0	\$0
3 Facility Lease Agreement	\$40,864	\$40,864	\$40,864	\$22,884	\$17,980
4 Telephone	\$8,500	\$8,389	\$8,500	\$4,760	\$3,740
5 Electric	\$590,000	\$597,122	\$610,000	\$341,600	\$268,400
6 Water & Sewer	\$80,000	\$72,581	\$80,000	\$44,800	\$35,200
7 Gas	\$77,000	\$70,514	\$77,000	\$43,120	\$33,880
8 Pool & Fountain Maintenance	\$175,000	\$197,889	\$180,000	\$100,800	\$79,200
9 Environmental	\$10,000	\$7,796	\$10,000	\$5,600	\$4,400
10 Property Insurance	\$45,750	\$41,524	\$45,750	\$25,620	\$20,130
11 Irrigation Repairs & Maintenance	\$15,000	\$12,938	\$15,000	\$8,400	\$6,600
12 Landscape Contract	\$776,290	\$718,468	\$776,290	\$434,722	\$341,568
13 Landscape Contingency	\$38,825	\$76,246	\$50,000	\$28,000	\$22,000
14 Landscaping Consulting	\$39,000	\$46,814	\$39,000	\$21,840	\$17,180
15 Gate and Gatehouse Expenses	\$32,000	\$12,186	\$32,000	\$17,920	\$14,080
16 Roadways/Sidewalks/Bridge	\$50,000	\$24,113	\$50,000	\$28,000	\$22,000
17 Lighting	\$10,000	\$6,122	\$10,000	\$5,600	\$4,400
18 Building Repairs & Maintenance	\$40,000	\$9,766	\$25,000	\$14,000	\$11,000
19 Pressure Washing	\$20,000	\$20,000	\$35,000	\$19,600	\$15,400
20 Maintenance (Inspections)	\$1,750	\$1,749	\$1,750	\$980	\$770
21 Repairs & Maintenance	\$20,000	\$9,515	\$20,000	\$11,200	\$8,800
22 Pest Control	\$725	\$0	\$725	\$408	\$319
23 Signage	\$4,000	\$12,722	\$8,000	\$4,480	\$3,520
24 Security	\$140,000	\$140,000	\$140,000	\$78,400	\$61,600
	\$2,285,867	\$2,198,481	\$2,326,042	\$1,302,584	\$1,023,458

FISCAL YEAR 2020

Reunion West Projected EAU Administrative & Maintenance Calculation

			Total	% of	Total	Gross Per Unit
Product Type	EAU	Units	EAU	EAU	Assessments	Assessments
Commercial	1.00	185	185.00	3.88%	\$43,572.85	\$235.53
Hotel/Condo	1.00	1,000	1,000.00	20.99%	\$235,528.93	\$235.53
Multi-Family	1.50	827	1,240.50	26.04%	\$292,173.64	\$353.29
Single-Family	2.00	1,157	2,314.00	48.57%	\$545,013.95	\$471.06
Golf	1.00	25	25.00	0.52%	\$5,888.22	\$235.53
		3,194	4,764.50	100.00%	\$1,122,177.59	

FISCAL YEAR 2019

Reunion West Projected EAU Administrative & Maintenance Calculation

			Total	% of	Total	Gross Per Unit
Product Type	EAU	Units	EAU	EAU	Assessments	Assessments
Commercial	1.00	185	185.00	3.88%	\$43,572.88	\$235.53
Hotel/Condo	1.00	1,000	1,000.00	20.99%	\$235,529.08	\$235.53
Multi-Family	1.50	827	1,240.50	26.04%	\$292,173.82	\$353.29
Single-Family	2.00	1,157	2,314.00	48.57%	\$545,014.29	\$471.06
Golf	1.00	25	25.00	0.52%	\$5,888.23	\$235.53
		3,194	4,764.50	100.00%	\$1,122,178.30	

GROSS PER UNIT ASSESSMENT COMPARISON CHART

	FY2016	FY2017	FY2018	FY2019	FY2020	
	Gross Per Unit	Gross Per Unit	Gross Per Unit	Gross Per Unit	Gross Per Unit	Increase/
Product Type	Assessments	Assessments	Assessments	Assessments	Assessments	(Decrease)
Commercial	\$208.97	\$208.97	\$235.53	\$235.53	\$235.53	\$0.00
Hotel/Condo	\$208.97	\$208.97	\$235.53	\$235.53	\$235.53	\$0.00
Multi-Family	\$213.45	\$213.45	\$353.29	\$353.29	\$353.29	\$0.00
Single-Family	\$417.93	\$417.93	\$471.06	\$471.06	\$471.06	\$0.00
Golf	\$208.97	\$208.97	\$235.53	\$235.53	\$235.53	\$0.00

Community Development District

General Fund Budget Fiscal Year 2020

REVENUES:

Special Assessments - Tax Collector

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

Special Assessments - Direct

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

Miscellaneous Income

Any additional funds generated by the District.

EXPENDITURES:

Administrative:

Supervisor Pav

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

FICA Expenses

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

Engineering

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

Attorney

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

General Fund Budget Fiscal Year 2020

Trustee Fees

The District issued Series 2004-1 Special Assessment Bonds, Series 2015 Special Assessment Refunding & Improvement Bonds, Series 2016 Special Assessment Bonds and Series 2017 Special Assessments Bonds (Assessment Area 4) which are held with a Trustee at US Bank. The amount of the trustee fees is based on the agreement between US Bank and the District.

Dissemination

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

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's Special Assessment Bonds and Special Assessment Refunding and Improvement Bonds. The District has contracted with Grau & Associates to calculate the rebate liability and submit a report to the District.

Collection Agent

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

Property Appraiser Fee

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

Annual Audit

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

District Management Fees

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

Information Technology

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

General Fund Budget Fiscal Year 2020

Telephone

Telephone and fax machine costs incurred by Manager.

Postage

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

Printing & Binding

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

General Liability Insurance

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

Miscellaneous office supplies.

Travel Per Diem

Represents reimbursed costs to Board Members for attendance at meetings.

Dues, Licenses & Subscriptions

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

General Fund Budget Fiscal Year 2020

Maintenance:

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

Field Management

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

Management Service Agreement

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

Facility Lease Agreement

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

Telephone

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

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

General Fund Budget Fiscal Year 2020

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

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

General Fund Budget Fiscal Year 2020

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

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

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

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

Community Development District

General Fund Budget Fiscal Year 2020

Gas

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

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

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

Pool & Fountain Maintenance

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

Environmental

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

Property Insurance

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

Irrigation Repairs & Maintenance

Represents the District expense for maintenance of the irrigation system.

Landscape Contract

The District currently has a contract with Yellowstone Landscape for scheduled maintenance consisting of mowing, edging, blowing, applying pest and disease control

Community Development District

General Fund Budget Fiscal Year 2020

chemicals to sod, mulching once per year, applying fertilizer and pest and disease control and chemicals.

Landscape Contingency

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

Landscape Consulting

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

Gate & Gatehouse Expenses

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

Roadways/Sidewalks/Bridge

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

Liahtina

Represents costs for lighting repair scheduled during the fiscal year.

Building Repairs & Maintenance

Repairs for properties covered under the Management Services Agreement.

Pressure Washing

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

Maintenance (Inspections)

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

Repairs & Maintenance

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

Pest Control

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

General Fund Budget Fiscal Year 2020

<u>Security</u>
Security services throughout the District facilities. Costs are based upon the actual security agreements with the District.

Maintenance - Direct Expenses

Irrigation System Operations

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

Community Development District

Proposed Budget

Replacement & Maintenance Fund

Fiscal Year 2020

Description	Adopted Budget FY2019	Actual thru 3/31/19	Projected Next 6 Months	Total thru 9/30/19	Proposed Budget FY2020
Revenues					
Interest	\$3,000	\$15,999	\$9,001	\$25,000	\$10,000
Total Revenues	\$3,000	\$15,999	\$9,001	\$25,000	\$10,000
Expenditures				,	
Building Improvements	\$79,200	\$12,143	\$0	\$12,143	\$92,400 ¹
Fountain Improvements	\$11,000	\$0	\$0	\$0	\$11,000 ²
Gate/Gatehouse Improvements	\$0	\$2,549	\$0	\$2,549	\$4,400 ³
Monument Improvements	\$11,000	\$0	\$0	\$0	\$11,000 ⁴
Pool Furniture	\$5,280	\$7,372	\$0	\$7,372	\$6,600 ⁵
Pool Repair & Replacements	\$17,600	\$3,654	\$0	\$3,654	\$37,400 ⁶
Lighting Improvements	\$3,520	\$0	\$0	\$0	\$3,520 ⁷
Landscape Improvements	\$59,400	\$22,123	\$37,277	\$59,400	\$110,000 ⁸
Roadway Improvements	\$4,400	\$26,939	\$0	\$26,939	\$6,820 ⁹
Signage	\$28,600	\$1,543	\$16,426	\$17,969	\$22,000 ¹
Signalization	\$0	\$67,276	\$0	\$67,276	\$0 ¹
Total Expenditures	\$220,000	\$143,599	\$53,702	\$197,302	\$305,140
Excess Revenues/(Expenditures)	(\$217,000)	(\$127,600)	(\$44,701)	(\$172,301)	(\$295,140)
Fund Balance - Beginning	\$1,332,608	\$1,394,814	\$0	\$1,394,814	\$1,222,513
Fund Balance - Ending	\$1,115,608	\$1,267,214	(\$44,701)	\$1,222,513	\$927,373

Notes

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

1	Building Improvements
2	Fountain Improvements
3	Gate/Gatehouse Improvements
4	Monument Improvements
5	Pool Fumiture
6	Pool Repair & Replacements
7	Lighting Improvements
8	Landscape Improvements
9	Roadway Improvements
10	Signage
11	Signalization

	Shared Costs								
FY 2019 Budget	FY 2019 Projections	Total Prop 2020 Budget	Reunion East 56%	Reunion West 44%					
\$180,000	\$27,599	\$210,000	\$117,600	\$92,400					
\$25,000	\$0	\$25,000	\$14,000	\$11,000					
\$0	\$5,793	\$10,000	\$5,600	\$4,400					
\$25,000	\$0	\$25,000	\$14,000	\$11,000					
\$12,000	\$16,755	\$15,000	\$8,400	\$6,600					
\$40,000	\$8,304	\$85,000	\$47,600	\$37,400					
\$8,000	\$0	\$8,000	\$4,480	\$3,520					
\$135,000	\$135,000	\$250,000	\$140,000	\$110,000					
\$10,000	\$61,225	\$15,500	\$8,680	\$6,820					
\$65,000	\$40,838	\$50,000	\$28,000	\$22,000					
\$0	\$0	\$0	\$0	\$0					
\$500,000	\$295,513	\$693,500	\$388,360	\$305,140					

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

F	Y2019 Remaining Projected Expenses	Amount
	Building Improvements	
HUFCOR	Recover 46 Panels & 4 Pocket Doors	\$37,950
Jurin Roofing Services	Roof Replacement - Seven Eagles	\$142,023
	_	\$179,973
	Fountain Improvements	
	2 Fountains - Grand Traverse	\$21,120
	_	\$21,120
	Landscape Improvements	
Frank Garcia Landscaping	Timming of 20 Medjool Palms	\$9,500
Yellowstone Landscaping	Plant Installation/Mulch/Tree Pruning/Sod - Horse Sables	\$68,800
Sunscape Consulting, inc.	8.5%Fee Project Management Fee & Design Fee - Horse Stable	\$8,848
,		\$87,148

	FY2020 Proposed Expenses	Amount
	Building Improvements	
	Ballroom Flooring Renovation	\$40,000
Jurin Roofing Services	Roof Replacement - Heritage Crossing Way	\$162,064
		\$202,064
	Landscape Improvements	
Enviro Tree Service	Hardwood Pruning - Tree Removal	\$9,778
Enviro Tree Service	Hardwood Pruning - Tree Removal	\$14,200
Sunscape Consulting, inc.	Landscape Improvements/Consulting Fees	\$106,523
Yellowstone Landscaping	Excitement Drive Elm Removals	\$8,032
Yellowstone Landscaping	Gathering Drive/Linear Park Roadway Plant Upgrade	\$31,878
Yellowstone Landscaping	Heritage Crossing Plant Upgrade	\$38,056
Yellowstone Landscaping	Homestead Jasmine Replacement	\$2,05
Yellowstone Landscaping	Main Entrance Palm Replacement	\$12,476
Yellowstone Landscaping	Reunion Blvd & 532 Juniper Replacement	\$7,268
Yellowstone Landscaping	Reunion Traffic Circle Jasmine Replacement	\$3,628
Yellowstone Landscaping	Terraces Pool Plant Upgrades	\$6,459
		\$240,349
	Pool Furniture	
JNJ Home Services	30 Sling Chaise Lounge/24 Sling Dining Chairs/6 - 48" Tables	\$14,040
		\$14,040
	Pool Repair & Replacement	
Spies Pool	Heritage Crossing A Wading Pool Resurfacing	\$5,29
Spies Pool	Heritage Crossing B Spa Resurfacing	\$6,587
Spies Pool	2 Pool Heaters - \$4,152 per Heater	\$8,304
Spies Pool	Heritage Crossing B Pool Resurfacing	\$29,015
Spies Pool	Heritage Crossing A Pool Resurfacing	\$30,882
		\$80,083
	Roadway Improvements	
Heritage Service Solutions LLC	Painting of 4 Roadway Bridges	\$15,050
		\$15,050
	Signage	
Heritage Service Solutions LLC	Purchase & Installation of 44 Street Signs	\$34,160
		\$34,160

Community Development District
Proposed Budget
Debt Service - Series 2004-1 Fiscal Year 2020

Description	Adopted Budget FY2019	Actual thru 3/31/19	Projected Next 6 Months	Total thru 9/30/19	Proposed Budget FY2020
Revenues					
Special Assessments - Tax Collector	\$1,336,719	\$981,195	\$355,524	\$1,336,719	\$1,336,719
Interest Income	\$500	\$12,322	\$3,678	\$16,000	\$500
Carry Forward Surplus	\$592,889	\$607,922	\$0	\$607,922	\$614,704
Total Revenue	\$1,930,108	\$1,601,439	\$359,202	\$1,960,641	\$1,951,923
Expenditures					
Interest Expense 11/01	\$450,469	\$450,469	\$0	\$450,469	\$436,563
Principal Expense 05/01	\$445,000	\$0	\$445,000	\$445,000	\$475,000
Interest Expense 05/01	\$450,469	\$0	\$450,469	\$450,469	\$436,563
Total Expenses	\$1,345,938	\$450,469	\$895,469	\$1,345,938	\$1,348,125
Excess Revenues (Expenditures)	\$584,171	\$1,150,971	(\$536,267)	\$614,704	\$603,798
			11/	1/2020 Interest	\$421,719

11/1/2020 Interest	\$421,719
Net Assessments	\$1,336,719
Add: Discounts & Collections	\$80,364
Gross Assessments	\$1,417,083

			Total	% of	Total	Gross Per Unit
Product Type	EAU	Units	EAU	EAU	Assessments	Assessments
Single-Family	2.00	711	1422.00	98.27%	\$1,392,600	\$1,958.65
Golf	1.00	25	25.00	1.73%	\$24,483	\$979.32
		736	1447.00	100.00%	\$1,417,083	

Community Development District
Series 2004-1 Special Assessment Bonds
Debt Service Schedule

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	INTEREST		TOTAL
11/01/19	\$13,970,000.00	6.250%	\$0	\$ 436,562.50		\$436,563
05/01/20	\$13,970,000.00	6.250%	\$475,000	\$ 436,562.50		,
11/01/20	\$13,495,000.00	6.250%	\$0	\$ 421,718.75	\$	1,333,281.25
05/01/21	\$13,495,000.00	6.250%	\$505,000	\$ 421,718.75		*** C-200***********************************
11/01/21	\$12,990,000.00	6.250%	\$0	405,937.50	\$	1,332,656.25
05/01/22	\$12,990,000.00	6.250%	\$540,000	\$ 405,937.50		
11/01/22	\$12,450,000.00	6.250%	\$0	\$ 389,062.50	\$	1,335,000.00
05/01/23	\$12,450,000.00	6.250%	\$575,000	\$ 389,062.50		
11/01/23	\$11,875,000.00	6.250%	\$0	\$ 371,093.75	\$	1,335,156.25
05/01/24	\$11,875,000.00	6.250%	\$610,000	\$ 371,093.75		
11/01/24	\$11,265,000.00	6.250%	\$0	\$ 352,031.25	\$	1,333,125.00
05/01/25	\$11,265,000.00	6.250%	\$650,000	\$ 352,031.25		*** *********************************
11/01/25	\$10,615,000.00	6.250%	\$0	331,718.75	\$	1,333,750.00
05/01/26	\$10,615,000.00	6.250%	\$695,000	\$ 331,718.75		70.
11/01/26	\$9,920,000.00	6.250%	\$0	310,000.00	\$	1,336,718.75
05/01/27	\$9,920,000.00	6.250%	\$735,000	\$ 310,000.00		
11/01/27	\$9,185,000.00	6.250%	\$0	\$ 287,031.25	\$	1,332,031.25
05/01/28	\$9,185,000.00	6.250%	\$785,000	\$ 287,031.25		26 1426 0 00000
11/01/28	\$8,400,000.00	6.250%	\$0	\$ 262,500.00	\$	1,334,531.25
05/01/29	\$8,400,000.00	6.250%	\$835,000	\$ 262,500.00		
11/01/29	\$7,565,000.00	6.250%	\$0	\$ 236,406.25	\$	1,333,906.25
05/01/30	\$7,565,000.00	6.250%	\$890,000	\$ 236,406.25		
11/01/30	\$6,675,000.00	6.250%	\$0	\$ 208,593.75	\$	1,335,000.00
05/01/31	\$6,675,000.00	6.250%	\$945,000	\$ 208,593.75		
11/01/31	\$5,730,000.00	6.250%	\$0	\$ 179,062.50	\$	1,332,656.25
05/01/32	\$5,730,000.00	6.250%	\$1,010,000	\$ 179,062.50		
11/01/32	\$4,720,000.00	6.250%	\$0	147,500.00	\$	1,336,562.50
05/01/33	\$4,720,000.00	6.250%	\$1,070,000	\$ 147,500.00		
11/01/33	\$3,650,000.00	6.250%	\$0	\$ 114,062.50	\$	1,331,562.50
05/01/34	\$3,650,000.00	6.250%	\$1,140,000	\$ 114,062.50		
11/01/34	\$2,510,000.00	6.250%	\$0	\$ 78,437.50	\$	1,332,500.00
05/01/35	\$2,510,000.00	6.250%	\$1,215,000	\$ 78,437.50	•	,
11/01/35	\$1,295,000.00	6.250%	\$0	40,468.75	\$	1,333,906.25
05/01/36	\$1,295,000.00	6.250%	\$1,295,000	\$ 40,468.75	15.0	1,335,468.75
		Г	\$13,970,000	\$ 9,144,375.00	_	\$23,114,375

Community Development District Proposed Budget Debt Service - Series 2015

Fiscal Year 2020

Description	Adopted Budget FY2019	Actual thru 3/31/19	Projected Next 6 Months	Total thru 9/30/19	Proposed Budget FY2020
Description	7 12010	0/01/10	Holigio	0,00,10	112020
Revenues					
Special Assessments	\$326,875	\$240,776	\$86,099	\$326,875	\$326,875
Interest	\$100	\$3,049	\$951	\$4,000	\$100
Carry Forward Surplus	\$143,381	\$145,447	\$0	\$145,447	\$146,960
Total Revenue	\$470,356	\$389,272	\$87,050	\$476,322	\$473,935
Expenditures					
Interest Expense 11/01	\$92,181	\$92,181	\$0	\$92,181	\$89,644
Principal Expense 05/01	\$145,000	\$0	\$145,000	\$145,000	\$150,000
Interest Expense 05/01	\$92,181	\$0	\$92,181	\$92,181	\$89,644
Total Expenses	\$329,362	\$92,181	\$237,181	\$329,363	\$329,288
Excess Revenues (Expenditures)	\$140,994	\$297,091	(\$150,131)	\$146,960	\$144,647

11/1/2020 Interest

\$86,456

Community Development District
Series 2015 Special Assessment Refunding & Improvement Bonds
Debt Service Schedule (Term Bonds Due Combined)

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/19	\$3,735,000.00	\$0	\$ 89,643.75	\$89,644
05/01/20	\$3,735,000.00	\$150,000	89,643.75	
11/01/20	\$3,585,000.00	\$0	\$ 86,456.25	\$ 326,100.00
05/01/21	\$3,585,000.00	\$155,000	\$ 86,456.25	
11/01/21	\$3,430,000.00	\$0	\$ 83,162.50	\$ 324,618.75
05/01/22	\$3,430,000.00	\$160,000	\$ 83,162.50	
11/01/22	\$3,270,000.00	\$0	\$ 79,762.50	\$ 322,925.00
05/01/23	\$3,270,000.00	\$170,000	\$ 79,762.50	
11/01/23	\$3,100,000.00	\$0	\$ 76,150.00	\$ 325,912.50
05/01/24	\$3,100,000.00	\$175,000	\$ 76,150.00	
11/01/24	\$2,925,000.00	\$0	\$ 72,431.25	\$ 323,581.25
05/01/25	\$2,925,000.00	\$185,000	\$ 72,431.25	
11/01/25	\$2,740,000.00		\$ 68,500.00	\$ 325,931.25
05/01/26	\$2,740,000.00	\$190,000	\$ 68,500.00	
11/01/26	\$2,550,000.00	\$0	\$ 63,750.00	\$ 322,250.00
05/01/27	\$2,550,000.00	\$200,000	\$ 63,750.00	
11/01/27	\$2,350,000.00	\$0	\$ 58,750.00	\$ 322,500.00
05/01/28	\$2,350,000.00	\$210,000	\$ 58,750.00	
11/01/28	\$2,140,000.00	\$0	\$ 53,500.00	\$ 322,250.00
05/01/29	\$2,140,000.00	\$225,000	\$ 53,500.00	
11/01/29	\$1,915,000.00	\$0	\$ 47,875.00	\$ 326,375.00
05/01/30	\$1,915,000.00	\$235,000	\$ 47,875.00	
11/01/30	\$1,680,000.00	\$0	\$ 42,000.00	\$ 324,875.00
05/01/31	\$1,680,000.00	\$245,000	\$ 42,000.00	
11/01/31	\$1,435,000.00	\$0	\$ 35,875.00	\$ 322,875.00
05/01/32	\$1,435,000.00	\$260,000	\$ 35,875.00	
11/01/32	\$1,175,000.00	\$0	\$ 29,375.00	\$ 325,250.00
05/01/33	\$1,175,000.00	\$275,000	\$ 29,375.00	
11/01/33	\$900,000.00	\$0	\$ 22,500.00	\$ 326,875.00
05/01/34	\$900,000.00	\$285,000	\$ 22,500.00	
11/01/34	\$615,000.00	\$0	\$ 15,375.00	\$ 322,875.00
05/01/35	\$615,000.00	\$300,000	\$ 15,375.00	
11/01/35	\$315,000.00	\$0	\$ 7,875.00	\$ 323,250.00
05/01/36	\$315,000.00	\$315,000	\$ 7,875.00	\$ 322,875.00
		\$3,735,000	\$ 1,865,962.50	\$5,600,962.50

Community Development District
Proposed Budget
Debt Service - Series 2016
Fiscal Year 2020

Description	Adopted Budget FY2019	Actual thru 3/31/19	Projected Next 6 Months	Total thru 9/30/19	Proposed Budget FY2020
Revenues					
Special Assessments	\$549,750	\$396,309	\$153,441	\$549,750	\$549,750
Interest	\$0	\$809	\$441	\$1,250	\$0
Carry Forward Surplus	\$365,497	\$368,292	\$0	\$368,292	\$383,758
Total Revenue	\$915,247	\$765,410	\$153,882	\$919,292	\$933,508
Expenditures					
Interest Expense 11/01	\$196,706	\$196,581	\$0	\$196,581	\$193,953
Principal Expense 11/01	\$145,000	\$145,000	\$0	\$145,000	\$145,000
Interest Expense 05/01	\$194,078	\$0	\$193,953	\$193,953	\$191,325
Total Expenses	\$535,784	\$341,581	\$193,953	\$535,534	\$530,278
Excess Revenues (Expenditures)	\$379,463	\$423,829	(\$40,071)	\$383,758	\$403,230
			11/1/	2020 Principal	\$155,000
				/2020 Interest	\$191,325
					\$346,325

Community Development District
Series 2016 Special Assessment Bonds
Debt Service Schedule (Term Bonds Due Combined)

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/19	\$8,025,000.00	\$145,000 \$	193,953.13	\$338,95
05/01/20	\$7,880,000.00	\$0 \$	191,325.00	4000,00
11/01/20	\$7,880,000.00	\$155,000 \$	191,325.00	\$ 537,650.00
05/01/21	\$7,725,000.00	\$0 \$	188,515.63	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
11/01/21	\$7,725,000.00	\$160,000 \$	188,515.63	\$ 537,031.25
05/01/22	\$7,565,000.00	\$0 \$	185,015.63	00.,001
11/01/22	\$7,565,000.00	\$165,000 \$	185,015.63	\$ 535,031.25
05/01/23	\$7,400,000.00	\$0 \$	181,406.25	555,551.2.
11/01/23	\$7,400,000.00	\$170,000 \$	181,406.25	\$ 532,812.50
05/01/24	\$7,230,000.00	\$0 \$	177,687.50	,-
11/01/24	\$7,230,000.00	\$180,000 \$	177,687.50	\$ 535,375.0
05/01/25	\$7,050,000.00	\$0 \$	173,750.00	
11/01/25	\$7,050,000.00	\$185,000 \$	173,750.00	\$ 532,500.0
05/01/26	\$6,865,000.00	\$0 \$	169,703,13	
11/01/26	\$6,865,000.00	\$195,000 \$	169,703.13	\$ 534,406.2
05/01/27	\$6,670,000.00	\$0 \$	165,437.50	
11/01/27	\$6,670,000.00	\$205,000 \$	165,437.50	\$ 535,875.0
05/01/28	\$6,465,000.00	\$0 \$	160,953.13	
11/01/28	\$6,465,000.00	\$215,000 \$	160,953.13	\$ 536,906.2
05/01/29	\$6,250,000.00	\$0 \$	156,250.00	* 000,000.2
11/01/29	\$6,250,000.00	\$220,000 \$	156,250.00	\$ 532,500.0
05/01/30	\$6,030,000.00	\$0 \$	150,750.00	002,000.0
11/01/30	\$6,030,000.00	\$235,000 \$	150,750.00	\$ 536,500.0
05/01/31	\$5,795,000.00	\$0 \$	144,875.00	Ψ 000,000.0
11/01/31	\$5,795,000.00	\$245,000 \$	144,875.00	\$ 534,750.0
05/01/32	\$5,550,000.00	\$0 \$	138,750.00	Ψ 334,730.0
11/01/32	\$5,550,000.00	\$255,000 \$	138,750.00	\$ 532,500.0
05/01/33	\$5,295,000.00	\$0 \$	132,375.00	ψ 032,000.0
11/01/33	\$5,295,000.00	\$270,000 \$	132,375.00	\$ 534,750.0
05/01/34	\$5,025,000.00	\$0 \$	125,625.00	Ψ 354,750.0
11/01/34	\$5,025,000.00	\$285,000 \$	125,625.00	\$ 536,250.0
05/01/35	\$4,740,000.00	\$0 \$	118,500.00	\$
11/01/35	\$4,740,000.00	\$300,000 \$	118,500.00	\$ 537,000.0
05/01/36	\$4,440,000.00	\$0 \$	111,000.00	Ψ 007,000.0
11/01/36	\$4,440,000.00	\$310,000 \$	111,000.00	\$ 532,000.0
05/01/37	\$4,130,000.00	\$0 \$	103,250.00	V 002,000.0
11/01/37	\$4,130,000.00	\$330,000 \$	103,250.00	\$ 536,500.0
05/01/38	\$3,800,000.00	\$0 \$	95,000.00	* 000,000.0
11/01/38	\$3,800,000.00	\$345,000 \$	95,000.00	\$ 535,000.0
05/01/39	\$3,455,000.00	\$0 \$	86,375.00	• 000,000.0
11/01/39	\$3,455,000.00	\$360,000 \$	86,375.00	\$ 532,750.0
05/01/40	\$3,095,000.00	\$0 \$	77,375.00	002,700.0
11/01/40	\$3,095,000.00	\$380,000 \$	77,375.00	\$ 534,750.0
05/01/41	\$2,715,000.00	\$0 \$	67,875.00	55 1,7 5515
11/01/41	\$2,715,000.00	\$400,000 \$	67,875.00	\$ 535,750.0
05/01/42	\$2,315,000.00	\$0 \$	57,875.00	, , , , , , , , , , , , , , , , , , , ,
11/01/42	\$2,315,000.00	\$420,000 \$	57,875.00	\$ 535,750.0
05/01/43	\$1,895,000.00	\$0 \$	47,375.00	
11/01/43	\$1,895,000.00	\$440,000 \$	47,375.00	\$ 534,750.0
05/01/44	\$1,455,000.00	\$0 \$	36,375.00	
11/01/44	\$1,455,000.00	\$460,000 \$	36,375.00	\$ 532,750.0
05/01/45	\$995,000.00	\$0 \$	24,875.00	. 552,.0010
11/01/45	\$995,000.00	\$485,000 \$	24,875.00	\$ 534,750.0
05/01/46	\$510,000.00	\$0 \$	12,750.00	
11/01/46	\$510,000.00	\$510,000 \$	12,750.00	\$ 535,500.0

Community Development District

Proposed Budget Debt Service - Series 2017

Fiscal Year 2020

Description	Adopted Budget FY2019	Actual thru 3/31/19	Projected Next 6 Months	Total thru 9/30/19	Proposed Budget FY2020
Revenues					
Special Assessments	\$509,250	\$373,876	\$135,374	\$509,250	\$509,250
Interest	\$0	\$759	\$241	\$1,000	\$0
Carry Forward Surplus	\$362,060	\$364,066	\$0	\$364,066	\$340,410
Total Revenue	\$871,310	\$738,702	\$135,615	\$874,317	\$849,660
Expenditures					
Special Call 11/01	\$30,000	\$30,000	\$0	\$30,000	\$0
Interest Expense 11/01	\$186,006	\$186,006	\$0	\$186,006	\$182,900
Principal Expense 11/01	\$135,000	\$135,000	\$0	\$135,000	\$140,000
Interest Expense 05/01	\$183,644	\$0	\$182,900	\$182,900	\$180,450
Total Expenses	\$534,650	\$351,006	\$182,900	\$533,906	\$503,350
Excess Revenues (Expenditures)	\$336,660	\$387,695	(\$47,285)	\$340,410	\$346,310
			11/1/	2020 Principal	\$145,000
				/2020 Interest	\$180,450
					\$325,450

Reunion West
Community Development District
Series 2017 Special Assessment Bonds (Assessment Area 4)
Debt Service Schedule (Term Bonds Due Combined)

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/19	\$7,780,000.00	\$140,000.00	\$182,900.00	\$322,900.00
05/01/20	\$7,640,000.00	\$0.00	\$180,450.00	V 0,0_0
11/01/20	\$7,640,000.00	\$145,000.00	\$180,450.00	\$505,900.00
05/01/21	\$7,495,000.00	\$0.00	\$177,912.50	T(
11/01/21	\$7,495,000.00	\$150,000.00	\$177,912.50	\$505.825.00
05/01/22	\$7,345,000.00	\$0.00	\$175,287.50	4000 020100
11/01/22	\$7,345,000.00	\$155,000.00	\$175,287.50	\$505,575.00
05/01/23	\$7,190,000.00	\$0.00	\$172,575.00	4000,010.00
11/01/23	\$7,190,000.00	\$160,000.00	\$172,575.00	\$505,150.00
05/01/24	\$7,030,000.00	\$0.00	\$169,175.00	4000,100.00
11/01/24	\$7,030,000.00	\$165,000.00	\$169,175.00	\$503,350.00
05/01/25	\$6,865,000.00	\$0.00	\$165,668.75	4000,000.00
11/01/25	\$6,865,000.00	\$175,000.00	\$165,668.75	\$506,337.50
05/01/26	\$6,690,000.00	\$0.00	\$161,950.00	4000,007.00
11/01/26	\$6,690,000.00	\$180,000.00	\$161,950.00	\$503,900.00
05/01/27	\$6,510,000.00	\$0.00	\$158,125.00	Ψοσο,οσο.σο
11/01/27	\$6,510,000.00	\$190,000.00	\$158,125.00	\$506,250.00
05/01/28	\$6,320,000.00	\$0.00	\$154,087.50	ψουσ,200.00
11/01/28	\$6,320,000.00	\$195,000.00	\$154,087.50	\$503,175.00
05/01/29	\$6,125,000.00	\$0.00	\$149,943.75	\$505,175.00
11/01/29	\$6,125,000.00	\$205,000.00	\$149,943.75	\$504,887.50
		\$0.00	\$145,075.00	\$504,007.3U
05/01/30	\$5,920,000.00		\$145,075.00	PEDE 4ED DO
11/01/30	\$5,920,000.00	\$215,000.00	A SAME SOUND OF	\$505,150.00
05/01/31	\$5,705,000.00	\$0.00 \$225,000.00	\$139,968.75	\$504.007.50
11/01/31	\$5,705,000.00		\$139,968.75	\$504,937.50
05/01/32	\$5,480,000.00	\$0.00	\$134,625.00	AFR4 050 00
11/01/32	\$5,480,000.00	\$235,000.00	\$134,625.00	\$504,250.00
05/01/33	\$5,245,000.00	\$0.00	\$129,043.75	ACOA 007 FO
11/01/33	\$5,245,000.00	\$245,000.00	\$129,043.75	\$503,087.50
05/01/34	\$5,000,000.00	\$0.00	\$123,225.00	
11/01/34	\$5,000,000.00	\$260,000.00	\$123,225.00	\$506,450.00
05/01/35	\$4,740,000.00	\$0.00	\$117,050.00	
11/01/35	\$4,740,000.00	\$270,000.00	\$117,050.00	\$504,100.00
05/01/36	\$4,470,000.00	\$0.00	\$110,637.50	
11/01/36	\$4,470,000.00	\$285,000.00	\$110,637.50	\$506,275.00
05/01/37	\$4,185,000.00	\$0.00	\$103,868.75	
11/01/37	\$4,185,000.00	\$295,000.00	\$103,868.75	\$502,737.50
05/01/38	\$3,890,000.00	\$0.00	\$96,862.50	
11/01/38	\$3,890,000.00	\$310,000.00	\$96,862.50	\$503,725.00
05/01/39	\$3,580,000.00	\$0.00	\$89,500.00	
11/01/39	\$3,580,000.00	\$325,000.00	\$89,500.00	\$504,000.00
05/01/40	\$3,255,000.00	\$0.00	\$81,375.00	
11/01/40	\$3,255,000.00	\$340,000.00	\$81,375.00	\$502,750.00
05/01/41	\$2,915,000.00	\$0.00	\$72,875.00	
11/01/41	\$2,915,000.00	\$360,000.00	\$72,875.00	\$505,750.00
05/01/42	\$2,555,000.00	\$0.00	\$63,875.00	
11/01/42	\$2,555,000.00	\$375,000.00	\$63,875.00	\$502,750.00
05/01/43	\$2,180,000.00	\$0.00	\$54,500.00	
11/01/43	\$2,180,000.00	\$395,000.00	\$54,500.00	\$504,000.00
05/01/44	\$1,785,000.00	\$0.00	\$44,625.00	
11/01/44	\$1,785,000.00	\$415,000.00	\$44,625.00	\$504,250.00
05/01/45	\$1,370,000.00	\$0.00	\$34,250.00	
11/01/45	\$1,370,000.00	\$435,000.00	\$34,250.00	\$503,500.00
05/01/46	\$935,000.00	\$0.00	\$23,375.00	
11/01/46	\$935,000.00	\$455,000.00	\$23,375.00	\$501,750.00
05/01/47	\$480,000.00	\$0.00	\$12,000.00	general control • control of the
11/01/47	\$480,000.00	\$480,000.00	\$12,000.00	\$504,000.00
		\$7,780,000	\$6,666,712.50	\$14,446,712.50

Community Development District

Proposed Budget Debt Service - Series 2019

Fiscal Year 2020

Description	Proposed Budget FY2019	Actual thru 3/31/19	Projected Next 6 Months	Total thru 9/30/19	Proposed Budget FY2020
Revenues					-
Special Assessments	\$0	\$0	\$0	\$0	\$435,313
Bond Proceeds	\$616,558	\$0	\$616,558	\$616,558	\$0
Interest	\$0	\$0	\$0	\$0	\$0
Carry Forward Surplus	\$0	\$0	\$0	\$0	\$290,073
Total Revenue	\$616,558	\$0	\$616,558	\$616,558	\$725,386
Expenditures					
Interest Expense 11/01	\$0	\$0	\$0	\$0	\$132,329
Principal Expense 05/01	\$0	\$0	\$0	\$0	\$0
Interest Expense 05/01	\$0	\$0	\$0	\$0	\$157,744
Total Expenses	\$0	\$0	\$0	\$0	\$290,073
Excess Revenues (Expenditures)	\$616,558	\$0	\$616,558	\$616,558	\$435,313
			11/1	/2020 Interest	\$157,744

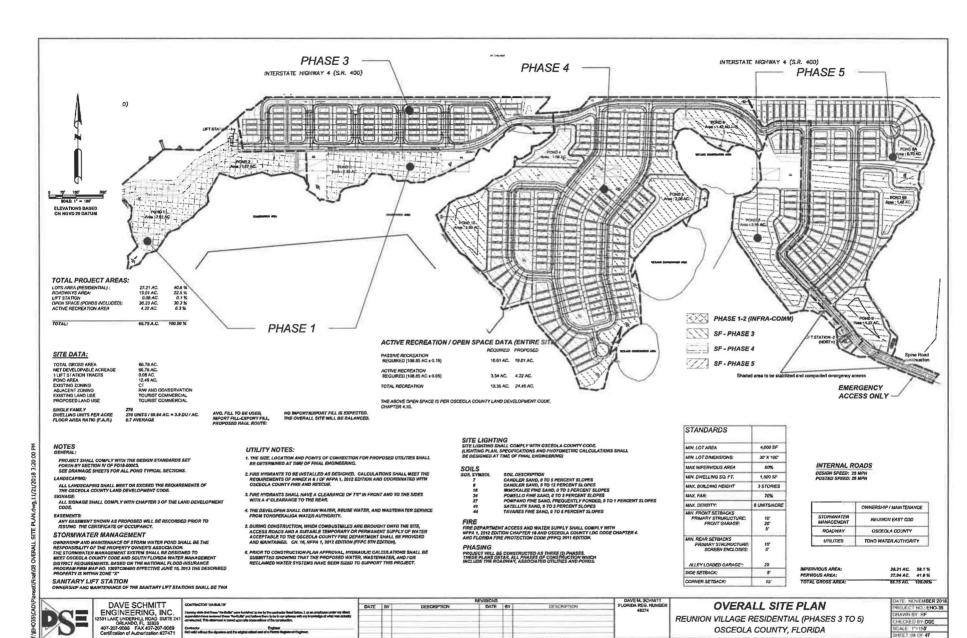
\$157,744

Community Development District
Series 2019 Special Assessment Bonds
Debt Service Schedule (Term Bonds Due Combined)

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/19	\$7,095,000.00	\$0.00	\$132,329.48	\$132,329.48
05/01/20	\$7,095,000.00	\$0.00	\$157,743.75	\$0.00
11/01/20	\$7,095,000.00	\$0.00	\$157,743.75	\$315,487.50
05/01/21	\$7,095,000.00	\$120,000.00	\$157,743.75	\$0.00
11/01/21	\$6,975,000.00	\$0.00	\$155,493.75	\$433,237.50
05/01/22	\$6,975,000.00	\$125,000.00	\$155,493.75	\$0.00
11/01/22	\$6,850,000.00	\$0.00	\$153,150.00	\$433,643.75
05/01/23	\$6,850,000.00	\$130,000.00	\$153,150.00	\$0.00
11/01/23	\$6,720,000.00	\$0.00	\$150,712.50	\$433,862.50
05/01/24	\$6,720,000.00	\$135,000.00	\$150,712.50	\$0.00
11/01/24	\$6,585,000.00	\$0.00	\$148,181.25	\$296,362.50
05/01/25	\$6,585,000.00	\$140,000.00	\$148,181.25	\$0.00
11/01/25	\$6,445,000.00	\$0.00	\$145,381.25	\$433,562.50
05/01/26	\$6,445,000.00	\$145,000.00	\$145,381.25	\$0.00
11/01/26	\$6,300,000.00	\$0.00	\$142,481.25	\$432,862.50
05/01/27	\$6,300,000.00	\$150,000.00	\$142,481.25	\$0.00
11/01/27	\$6,150,000.00	\$0.00	\$139,481.25	\$431,962.50
05/01/28	\$6,150,000.00	\$155,000.00	\$139,481.25	\$0.00
11/01/28	\$5,995,000.00	\$0.00	\$136,381.25	\$430,862.50
05/01/29	\$5,995,000.00	\$165,000.00	\$136,381.25	\$0.00
11/01/29	\$5,830,000.00	\$0.00	\$133,081.25	\$434,462.50
05/01/30	\$5,830,000.00	\$170,000.00	\$133,081.25	\$0.00
11/01/30	\$5,660,000.00	\$0.00	\$129,681.25	\$259,362.50
05/01/31	\$5,660,000.00	\$180,000.00	\$129,681.25	\$0.00
11/01/31	\$5,480,000.00	\$0.00	\$125,631.25	\$435,312.50
05/01/32	\$5,480,000.00	\$185,000.00	\$125,631.25	\$0.00
11/01/32 05/01/33	\$5,295,000.00	\$0.00	\$121,468.75	\$432,100.00
11/01/33	\$5,295,000.00	\$195,000.00 \$0.00	\$121,468.75	\$0.00
05/01/34	\$5,100,000.00	\$205,000.00	\$117,081.25	\$433,550.00
11/01/34	\$5,100,000.00	\$2.00,000.00	\$117,081.25	\$0.00
05/01/35	\$4,895,000.00 \$4,895,000.00	\$210,000.00	\$112,468.75	\$434,550.00
11/01/35	\$4,685,000.00	\$0.00	\$112,468.75 \$107,743.75	\$0.00
05/01/36	\$4,685,000.00	\$220,000.00	\$107,743.75	\$430,212.50 \$0.00
11/01/36	\$4,465,000.00	\$0.00	\$102,793.75	\$430,537.50
05/01/37	\$4,465,000.00	\$235,000.00	\$102,793.75	\$0.00
11/01/37	\$4,230,000.00	\$0.00	\$97,506.25	\$435,300.00
05/01/38	\$4,230,000.00	\$245,000.00	\$97,506.25	\$0.00
11/01/38	\$3,985,000.00	\$0.00	\$91,993.75	\$434,500.00
05/01/39	\$3,985,000.00	\$255,000.00	\$91,993.75	\$0.00
11/01/39	\$3,730,000.00	\$0.00	\$86,256.25	\$172,512.50
05/01/40	\$3,730,000.00	\$265,000.00	\$86,256.25	\$0.00
11/01/40	\$3,465,000.00	\$0.00	\$80,128.13	\$431,384.38
05/01/41	\$3,465,000.00	\$280,000.00	\$80,128.13	\$0.00
11/01/41	\$3,185,000.00	\$0.00	\$73,653.13	\$433,781.25
05/01/42	\$3,185,000.00	\$290,000.00	\$73,653.13	\$0.00
11/01/42	\$2,895,000.00	\$0.00	\$66,946.88	\$430,600.00
05/01/43	\$2,895,000.00	\$305,000.00	\$66,946.88	\$0.00
11/01/43	\$2,590,000.00	\$0.00	\$59,893.75	\$431,840.63
05/01/44	\$2,590,000.00	\$320,000.00	\$59,893.75	\$0.00
11/01/44	\$2,270,000.00	\$0.00	\$52,493.75	\$432,387.50
05/01/45	\$2,270,000.00	\$335,000.00	\$52,493.75	\$0.00
11/01/45	\$1,935,000.00	\$0.00	\$44,746.88	\$432,240.63
05/01/46	\$1,935,000.00	\$350,000.00	\$44,746.88	\$0.00
11/01/46	\$1,585,000.00	\$0.00	\$36,653.13	\$431,400.00
05/01/47	\$1,585,000.00	\$370,000.00	\$36,653.13	\$0.00
11/01/47	\$1,215,000.00	\$0.00	\$28,096.88	\$434,750.00
05/01/48	\$1,215,000.00	\$385,000.00	\$28,096.88	\$0.00
11/01/48	\$830,000.00	\$0.00	\$19,193.75	\$432,290.63
05/01/49	\$830,000.00	\$405,000.00	\$19,193.75	\$0.00
11/01/49	\$425,000.00	\$0.00	\$9,828.13	\$434,021.88
05/01/50	\$425,000.00	\$425,000.00	\$9,828.13	\$444,656.25
		\$7,095,000	\$6,342,766.98	

SECTION V



PS- 18-60013 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 1890 Orlando, Florida 32801

THIS SPACE FOR RECORDER'S USE

PARCEL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS

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

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

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EXHIBIT "I" DESCRIPTION OF PROPERTY

EXHIBIT "II" RESTRICTED USES WITHIN THE PARCEL

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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 higher day of _______, 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

4843-2073-6593.8 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 seg., 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 <u>Reserved Rights of Architectural and Landscaping Review, Approval and Enforcement.</u>

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.

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. 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 <u>Prerequisites to Commencement of Construction</u>. 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 <u>Inapplicability of Article to Reunion Club Property and Reunion Club Property</u> 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:	DECLARANT:
	LRA ORLANDO, LLC, a Georgia limited liability company
HEIDI BORING (Print Name) Bright Correy (Print Name)	By: ACP-Communities, LLC, a Delaware limited liability company, its Authorized Representative By: Amy Wilde, Manager Date: 19124 14 2018
liability dompany, the Authorized Representative liability company, on behalf of the company. She	e of LRA Orlando, LLC, a Georgia limited
COUNTY CO	Notary Public Ping Stame: Brand Donley Motommission Expires: Y Narch 24, 2019
48\$1.8776.049\$1\$	

WITNESSES: OWN (Print Name) STEVEN DOUGHERTY (Print Name)	EHOF Acquisitions II LLC a Delaware limited liability company By: John Chiste, Authorized Representative Print name: John CHISTE
STATE OF FLORIDA COUNTY OF PRIM BEACH	
	ntative of ELLET ACQUISITIONS IN CLC a Delaware ally known to me on Chas produced NA
OMARKIEM Notary Public - State of Florida Commissions 6G 115507	Noticy Public Print Name: My Commission Expires:

Parcel Developer:

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

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;
- i. an assembly or manufacturing operation;
- k. an establishment selling or exhibiting pornographic materials;
- 1. 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 VI

LATHAM, SHUKER, EDEN & BEAUDINE, LLP

ATTORNEYS AT LAW

MICHAEL J. BEAUDINE MICHAEL G. CANDIOTTI JAN A. CARPENTER DANIEL H. COULTOFF ANDREW C. D'ADESKY MARIANE L. DORRIS JENNIFER S. EDEN DOROTTIY F. GREEN JOSHUA D. GROSSHANS KATHEYN A. HUYNH 111 NORTH MAGNOLIA AVENUE, SUITE 1400 ORLANDO, FLORIDA 32801 POST OFFICE BOX 3353 ORLANDO, FLORIDA 32802 TELEPHONE: (407) 481-5800 FACSIMILE: (407) 481-5801 WWW.LSEBLAW.COM BRUCE D. KNAPP
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May 6, 2019

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

Dear Supervisors:

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

2. LEGAL FEES

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

For Services Rendered:

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

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

Reunion West Community Development District May 6, 2019 Page 2

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

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

Very truly yours,

Latham, Shuker, Eden & Beaudine, LLP

ACKNOWLEDGED AND ACCEPTED BY:

REUNION WEST COMMUNITY DEVELOPMENT DISTRICT

Ву:		
Print:		
Title:		
Date		

SECTION VII

SECTION C

Reunion East

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

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

Reunion West

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

This item will be provided under separate cover

This item will be provided under separate cover

Reunion East/West CDD Direct Billed Assessments for FY 2019

District	
Reunion	East

Landownder	Product	Total O & M	Fotal Debt	Total Due		0 & M	Debt	Total Paid	
Citicommunities					Nov	\$5,491	\$7,496	\$12,987 paid	2/25/19
35-25-27-4885-PRCL-00	C30				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		\$10,982	\$14,992	\$25,974	Total	\$10,982	\$14,992	\$25,974	
						0 & 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-00	C30 4 MF				Feb	\$462	\$1,263	\$1,725	11/5/18
					May	\$462	\$1,263	\$1,725	11/5/18
					Total	\$1,848	\$5,053	\$6,901	
EHOF						0 & M	Debt	Total Paid	
11-1-15 Interest									
27-25-27-2985-TRAC-FI	D20 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-01	LCO 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-FI	030 10 Comm/56 MF/104 Hotel	\$60,979	\$356,292	\$417,271	May	\$227,462	\$429,346	\$656,808	
		\$909,846	\$1,717,385	\$2,627,231	Total	\$909,846	\$1,717,385	\$2,627,231	

District Reunion West

Landownder	Total O & M	Total Debt	Total Due		O & M	Debt	Total Paid
Reunion West SPE							
2 7- 25-27-4927-0001-WC10	\$7,276		\$7,276	Dec	\$29,883	\$0	\$29,883 Paid 1/30/2019
27-25-27-4927-0001SF10	\$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
27-25-27-4935-0001-0XX0	\$32,667.00		\$32,667	September	\$29,883	\$0	\$29,883
	\$119,532.00	\$0.00	\$119,532.00	Total	\$119,532	\$0	\$119,532
Reunion West HOA	\$202,932	\$0	\$202,932	Dec	\$50,733.00	\$0.00	\$50,733.00 Paid 1/30/2019
22-25-27-4923-0001-00B0				March	\$50,733.00	\$0.00	\$50,733.00 Paid 3/28/19
				June	\$50,733.00	\$0.00	\$50,733.00
				September	\$50,733.00	\$0.00	\$50,733.00
				Total	\$202,932.00	\$0.00	\$202,932.00