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and return to:

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**MASTER DECLARATION OF COVENANTS  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

**FOR**

**REUNION RESORT & CLUB OF ORLANDO**

## TABLE OF CONTENTS

	<u>Page</u>
1. CREATION OF THE COMMUNITY .....	1
1.1. <u>Purpose and Intent</u> .....	1
1.2. <u>Governing Documents</u> .....	1
2. DEFINITIONS.....	2
2.1. “Additional Property” .....	2
2.2. “Approved Parcel Plans” .....	2
2.3. “ARC” .....	2
2.4. “Articles” or “Articles of Incorporation” .....	2
2.5. “Association” .....	2
2.6. “Base Assessments” .....	2
2.7. “Board” or “Board of Directors” .....	2
2.8. “Bylaws” .....	2
2.9. “CDD” .....	2
2.10. “Common Expenses” .....	2
2.11. “Common Property” .....	3
2.12. “Community-Wide Standard” .....	3
2.13. “County” .....	3
2.14. “Declarant” .....	3
2.15. “Declarant’s Control Period” .....	3
2.16. “Developer” .....	3
2.17. “Development Order” .....	4
2.18. “Exclusive Common Property” .....	4

2.19.	“Governing Documents” .....	4
2.20.	“Governmental Authority” .....	4
2.21.	“Governmental Permits” .....	4
2.22.	“Improvements” .....	4
2.23.	“Infrastructure” .....	4
2.24.	“Institutional Mortgage” .....	4
2.25.	“Laws” .....	5
2.26.	“Member” .....	5
2.27.	“Neighborhood” .....	5
2.28.	“Non-residential Unit” .....	5
2.29.	“Owner” .....	5
2.30.	“Parcel” .....	6
2.31.	“Parcel Declaration” .....	6
2.32.	“PDA” .....	6
2.33.	“Plans” .....	6
2.34.	“Property” .....	6
2.35.	“Residential Unit” .....	6
2.36.	Those Units which are deemed to contain a mix of uses (for example retail and residential) shall be categorized as either Non-Residential or Residential Units based upon which use occupies the greater number of square footage in the Unit as a whole. ....	7
2.37.	“Reunion Club Property” .....	7
2.37.	“Reunion Club Property Owner” .....	7
2.38.	“Service Area” .....	7
2.39.	“Service Area Assessments” .....	7
2.40.	“Service Area Expenses” .....	7

2.41.	“Special Assessment” .....	7
2.42.	“Specific Assessment” .....	7
2.43.	“Supplemental Declaration” .....	8
2.44.	“Surface Water Management Permit” .....	8
2.45.	“Surface Water Management System” .....	8
2.46.	“Unit” .....	8
2.47.	“Work” .....	8
3.	PROPERTY SUBJECT TO THIS MASTER DECLARATION AND AMENDMENTS. ....	8
3.1.	<u>Property Subject to Master Declaration</u> .....	8
3.2.	<u>Additional Property</u> .....	9
3.3.	<u>Method of Annexation</u> .....	9
3.4.	<u>Declarant’s Plans</u> .....	9
3.5.	<u>Reunion Club Properties</u> .....	10
4.	USE AND OWNERSHIP .....	11
4.1.	<u>Use of Property</u> .....	11
4.2.	<u>Parcel Declaration</u> .....	11
4.3.	<u>Prohibited Acts</u> .....	11
5.	ARCHITECTURAL REVIEW .....	11
5.1.	<u>Declarant Review</u> .....	11
5.2.	<u>Applicability</u> .....	11
5.3.	<u>Architectural Review Committee</u> .....	12
5.4.	<u>Plans and Specifications</u> .....	12
5.5.	<u>No Liability</u> .....	13
5.6.	<u>Modifications to Approved Parcel Plans</u> .....	13

5.7.	<u>Expenses</u> .....	14
5.8.	<u>Enforcement</u> .....	14
6.	THE ASSOCIATION AND ITS MEMBERS .....	15
6.1.	<u>Association</u> .....	15
6.2.	<u>Acceptance and Control of Association Property</u> .....	15
6.3.	<u>Membership</u> .....	16
6.4.	<u>Voting Power</u> .....	16
7.	RESERVED RIGHTS AND OBLIGATIONS .....	17
7.1.	<u>Maintenance</u> .....	17
7.2.	<u>Easements On Common Property</u> .....	20
7.3.	<u>Easements of Encroachment</u> .....	20
7.4.	<u>Easements for Access and Maintenance</u> .....	21
7.5.	<u>Easements for Lake and Pond Maintenance and Flood Water</u> .....	21
7.6.	<u>Easements to Serve Additional Property</u> .....	22
7.7.	<u>Easements for Golf Courses</u> .....	22
7.8.	<u>Easement for Maintenance, Emergency and Enforcement</u> .....	23
7.9.	<u>Easement for the CDD</u> .....	24
7.10.	<u>Conservation Easement</u> .....	24
7.11.	<u>Easements for Stormwater Drainage, Retention and Surface Water Management System</u> .....	25
7.12.	<u>Exclusive Common Property</u> .....	25
7.13.	<u>Party Walls and Other Shared Structures</u> .....	25
7.14.	<u>Changes in Boundaries and Withdrawal of Property from the Common Property</u> .....	26

8.	INSURANCE AND CASUALTY LOSSES.....	27
8.1.	<u>Insurance</u> .....	27
9.	COVENANT FOR ASSESSMENTS.....	28
9.1.	<u>Creation of Assessments</u> .....	28
9.2.	<u>Budgeting and Allocating Common Expenses</u> .....	28
9.3.	<u>Budgeting and Allocating Service Area Expenses</u> .....	29
9.4.	<u>Special Assessments</u> .....	30
9.5.	<u>Budgeting for Reserves</u> .....	30
9.6.	<u>Specific Assessments</u> .....	30
9.7.	<u>Authority to Assess Owners; Time of Payment</u> .....	31
9.8.	<u>Timeshare Association’s Responsibility</u> .....	31
9.9.	<u>Declarant’s Option to Fund Budget Deficits</u> .....	32
9.10.	<u>Lien for Assessments</u> .....	32
9.11.	<u>Failure to Assess</u> .....	34
9.12.	<u>Exempt Property</u> .....	34
10.	USE AND CONDUCT.....	34
10.1.	<u>Rulemaking Authority</u> .....	34
10.2.	<u>Owner’s Acknowledgment and Notice to Purchasers</u> .....	35
10.3.	<u>Protection of Owners and Others</u> .....	35
10.4.	<u>Real Estate Brokerage, Sales or Rental Office</u> .....	36
11.	ENFORCEMENT.....	36
11.1.	<u>Compliance and Enforcement</u> .....	36
11.2.	<u>Lessees, Occupants and Guests to Comply with Master Declaration, Articles and Bylaws - Effect on Non-Compliance</u> .....	37
11.3.	<u>Hearing Tribunal</u> .....	37

11.4.	<u>Hearing Procedure</u> .....	37
11.5.	<u>Sanctions</u> .....	38
11.6.	<u>No Waiver</u> .....	38
12.	AMENDMENT.....	39
12.1.	<u>Amendments by Owners</u> .....	39
12.2.	<u>Amendments by Declarant</u> .....	40
13.	DURATION AND TERMINATION .....	41
14.	REUNION CLUB PROPERTY .....	41
15.	MISCELLANEOUS .....	42
15.1.	<u>Notice</u> .....	42
15.2.	<u>Number and Gender</u> .....	42
15.3.	<u>Severability</u> .....	42
15.4.	<u>Headings</u> .....	42
15.5.	<u>Governing Law; Waiver of Jury Trial; Venue</u> .....	42
15.6.	<u>Force Majeure</u> .....	43
15.7.	<u>Merger or Consolidation</u> .....	43
15.8.	<u>Assignments</u> .....	43
15.9.	<u>No Representations</u> .....	44

**EXHIBIT LIST**

Exhibit “A”	Legal Description of Property
Exhibit “B”	Articles of Incorporation of Association
Exhibit “C”	Bylaws
Exhibit “D”	Assessment Formula
Exhibit “E”	Common Property and Exclusive Common Property

Exhibit "F"                      Surface Water Management Permit  
Exhibit "G"                      Initial Use Restrictions and Rules

**MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR REUNION RESORT & CLUB OF ORLANDO MASTER  
ASSOCIATION, INC.**

**THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR REUNION RESORT & CLUB OF ORLANDO** (the “**Master Declaration**” or “**Declaration**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by GINN- LA ORLANDO II, LLLP, a Georgia limited liability limited partnership, whose post office address is 5401 Kirkman Road, Suite 500, Orlando, Florida 32819 (“**Declarant**”).

1. **CREATION OF THE COMMUNITY.**

1.1.Purpose and Intent. Declarant, as the owner of the Property, intends by the recording of this Master Declaration to create a general plan of development of the Property as a master planned community to be known as “Reunion”. This Master Declaration provides a flexible and reasonable procedure for the future expansion of Reunion to include such Additional Property as Declarant deems appropriate, and provides for the overall development, improvement, administration, maintenance, preservation and enhancement of the Property and Additional Property now and hereafter comprising Reunion. An integral part of the development plan is the creation of the Reunion Resort & Club of Orlando Master Association, Inc. (the “**Association**”), an association to be comprised of all owners of real property in Reunion, to operate and maintain the Common Property and Improvements and to administer and enforce this Master Declaration and the other governing documents referred to in this Master Declaration.

1.2.Governing Documents. The Governing Documents create a general plan of development for Reunion that may be supplemented by additional covenants, restrictions, and easements applicable to particular areas within Reunion. Some Parcels may also be subject to a Parcel Declaration. In the event of a conflict between or among the Governing Documents and any Parcel Declaration, the terms and conditions of the Parcel Declaration shall control. In the event of a conflict between or among the Governing Documents and any other additional covenants, restrictions and easements, or the provisions of any other articles of incorporation, declaration, bylaws, rules or policies governing any area within Reunion, the Governing Documents shall control (except as otherwise noted in the Governing Documents). Nothing in this Section precludes any Supplemental Declaration, Parcel Declaration or other recorded covenants, restrictions and easements applicable to any portion of the Property from containing more restrictive provisions than this Master Declaration and, in such case, the more restrictive provisions shall control. The Association may, but is not required to, enforce any such additional covenants, restrictions and easements.

## 2. **DEFINITIONS.**

The following words when used in this Master Declaration or any Supplemental Declaration (unless the context prohibits) have the following meanings:

2.1. “Additional Property” means and refers to any additional real property, together with any Improvements on such real property, which is made subject to this Master Declaration under the provisions of Section 3.2.

2.2. “Approved Parcel Plans” means and refers to those plans submitted by a Developer and approved by Declarant for the construction of Improvements on a Parcel pursuant to Section 5.5.

2.3. “ARC” means and refers to the architectural review committee to which the Association may, but is not obligated to, delegate all or a portion of its rights under Section 5.3.

2.4. “Articles” or “Articles of Incorporation” means and refers to the Articles of Incorporation of the Association, a copy of which is attached as Exhibit “B” to this Master Declaration.

2.5. “Association” means and refers to Reunion Resort & Club of Orlando Master Association, Inc., a Florida corporation not-for-profit, or its successors and assigns.

2.6. “Base Assessments” means those assessments levied on all Units or Parcels to fund Common Expenses as determined in accordance with Section 9.2.

2.7. “Board” or “Board of Directors” means and refers to the Board of Directors of the Association.

2.8. “Bylaws” means and refers to the Bylaws of the Association, a copy of which is attached as Exhibit “C” to this Master Declaration.

2.9. “CDD” means and refers to one or both of the Reunion East Community Development District and the Reunion West Community Development District which have been created under the provisions of Chapter 190, Florida Statutes, as amended from time to time pursuant to Ordinance No. 01-31 and 01-32 (respectively) of the Board of County Commissioners of Osceola County, Florida, whose boundaries shall encompass all or a portion of the Property, as each CDD may exist from time to time.

2.10. “Common Expenses” means the expenses incurred or anticipated to be incurred by the Association in connection with the operation, management, repair or replacement of the Common Property or the operation or management of the Association or enforcement of the Governing Documents for the common use, enjoyment and benefit of all Units, including any

reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

2.11. “Common Property” means all real and personal property which the Association owns, leases, or with respect to which the Association otherwise holds possessory or use rights for the common use, enjoyment and benefit of all of the Owners in accordance with the terms of this Master Declaration. Notwithstanding anything to the contrary contained in this Master Declaration, the term “Common Property” does not include any portion of the Reunion Club Property. The Common Property initially subject to this Declaration is described on Exhibit “E” attached hereto.

2.12. “Community-Wide Standard” means the standard of conduct, maintenance, management, operation, use or other activity generally prevailing throughout the Property, which shall never be lower than any standards established by the Board for all Property within Reunion. Such standard is expected to evolve over time as development progresses and may be more specifically determined by the Board, Declarant, or the ARC, if any, established pursuant to Section 5.3.

2.13. “County” means and refers to Osceola County, Florida, or its successor, if any.

2.14. “Declarant” means and refers to Ginn – LA Orlando II, LLLP, and its successors and assigns. No grantee, successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

2.15. “Declarant’s Control Period” means the period from the date of this Master Declaration until the earlier of the date none of the following conditions continues to exist or the date Declarant files such Amendments to the Articles and Bylaws setting forth its relinquishment of control of the Association either directly to the Members or to subassociations which may be created by Declarant pursuant to the provisions of this Master Declaration:

2.15.1. Declarant owns any portion of the Property;

2.15.2. Declarant owns any real property adjacent to the Property;

2.15.3. Declarant has the right to subject Additional Property to this Master Declaration.

2.16. “Developer” means a successor to Declarant’s fee simple ownership of a Parcel or Parcels of real property within the Property who intends to construct Improvements for later sale to consumers or intends to hold a Parcel or Parcels of real property within the Property for further subdivision, development, and/or resale in the ordinary course of such person’s business. A person may only be a Developer upon the express designation of such right by Declarant pursuant to a Parcel Declaration or other recorded instrument.

2.17. "Development Order" means that certain Fourth Amended and Restated Development Order for Reunion, a Development of Regional Impact, adopted by the Board of County Commissioners for Osceola County, Florida, on March 12, 2001, and recorded on May 23, 2001, in Book 1875, Page 2683, et.seq., of the Public Records of Osceola County, Florida, as it may be amended from time to time.

2.18. "Exclusive Common Property" means a portion of the Common Property intended for the exclusive use or primary benefit of one or more, but less than all, Units, as more particularly described in Section 7.12, and not otherwise designated as common elements of a condominium or common property of another association. The Exclusive Common Property initially subject to this Declaration is described on Exhibit "E" attached hereto and may be expanded from time to time to include additional Exclusive Common Property pursuant to any Supplemental or Parcel Declaration.

2.19. "Governing Documents" means the Master Declaration, each Supplemental Declaration, the Articles of Incorporation, and Bylaws, as such documents may exist from time to time, and the rules and regulations promulgated thereunder.

2.20. "Governmental Authority" means the United States of America, and any state, county, city, CDD 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.

2.21. "Governmental Permits" means those permits and approvals a Developer is required to obtain from any Governmental Authority for the construction, occupancy and use of the Improvements or any part thereof.

2.22. "Improvements" means any and all buildings, structures, sheds, pools, driveways, parking areas, paved areas, fences and other physical improvements hereafter located on, or attached or affixed to, the Property, or constructed, installed or placed on the Property, and any and all modifications, alterations and replacements thereto, and any additional improvements an Owner or a Developer may elect to erect on the Property from time to time with Declarant's or the Association's prior written consent pursuant to Section 5.

2.23. "Infrastructure" means any roads, bridges, portions of the Surface Water Management System not owned or maintained by a CDD, signage, fencing, entry features, security gates, parking areas, pedestrian trails, sidewalks, equestrian trails, landscaping, irrigation systems, traffic signals and tram facilities constructed on the Common Property or any Exclusive Common Property from time to time, but shall not include such items when located within a Parcel, if the Parcel Declaration provides otherwise, nor shall Infrastructure include any of the foregoing items if conveyed to a CDD for the purpose of construction maintenance and/or operation thereof.

2.24. "Institutional Mortgagee" means Declarant, a Developer, Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any trust, savings and loan association, credit union, mortgage company, bank, insurance company, or other

commercial loan company, to the extent that any of the same hold a first mortgage encumbering any portion of the Property.

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

2.26. "Member" during Declarant's Control Period means and refers to the Board of Directors of the Association. After Declarant's Control Period, "Member" means and refers to each Owner as a Member of the Association.

2.27. "Neighborhood" means and refers to any of the several areas into which one or more Parcels may be divided in whole or in part as described in Section 6.4.

2.28. "Non-residential Unit" means and refers to each portion of the Property, whether improved or unimproved, held under one ownership (which may include, without limitation, ownership by co-tenancy, joint tenancy or tenancy-in-common) which is used or is designated on the site plan thereof approved by an applicable Governmental Authority for use as commercial, institutional, recreational or other non-residential uses. "Non-residential Unit" shall include, without limitation, any interest in real property appurtenant to the ownership of the Non-residential Unit and all Improvements on or within the Non-residential Unit. The term may include, by way of illustration and not limitation, hotels (regardless of whether or not the Units within the hotel have been sold as condominium units), retail centers, office buildings, conference centers, medical centers, visitor attractions and other commercial, and institutional buildings, establishments, facilities and complexes, if any. The term shall not include Common Property or other property dedicated to the public unless otherwise specified in the deed conveying such other property.

Those Units which are deemed to contain a mix of uses (for example retail and residential) shall be categorized as either Non-Residential or Residential Units based upon which use occupies the greater number of square footage in the Unit as a whole.

2.29. "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, Declarant; 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. Declarant shall be an Owner for so long as it owns any portion of the Property. Each Owner shall become a Member of the Association at the end of Declarant's Control Period.

As to any portion of the Property declared as condominium, cooperative or timeshare property, pursuant to which a condominium, cooperative or timeshare owners' association is created, the condominium, cooperative or timeshare owners' association shall be deemed the

Owner; provided however, that this definition shall not relieve any member of such condominium, cooperative or timeshare owners' association from complying with the covenants, restrictions and easements set forth in the Governing Documents. Whenever the governing board of the condominium, cooperative or timeshare owners' association gives its acknowledgment, consent, understanding or agreement with respect to the Governing Documents, or whenever any notice is served on or delivered to such governing board pursuant to the Governing Documents, such acknowledgment, consent, understanding, agreement, service or delivery shall be deemed to also have been given or received by each member of the condominium, cooperative or timeshare owners' association and shall be absolutely binding on each member.

2.30. "Parcel" means a portion of the Property which has been conveyed to a Developer or an Owner by Declarant for purposes of constructing Improvements or further subdivision.

2.31. "Parcel Declaration" means any declaration of covenants, restrictions and easements recorded by Declarant prior to the conveyance of a Parcel to a Developer or of a Unit to an Owner for the purpose of extending the provisions of this Master Declaration to the affected real property, which Parcel Declaration shall also allocate density to Units on such Property, create assessment obligations and/or impose additional covenants, restrictions, easements or obligations on such Property. Notwithstanding anything to the contrary contained herein, the first Parcel Declaration recorded by Declarant shall apply to the initial Property.

2.32. "PDA" means the Osceola County Planned Development Approval for the Property.

2.33. "Plans" means and refers to those Plans submitted to Declarant or the Association by a Developer or Owner pursuant to Section 5.4.

2.34. "Property" means and refers to all the lands and Improvements described in Exhibit "A" attached to this Master Declaration, together with any Additional Property actually annexed and made subject to the encumbrance, operation and effect of this Master Declaration from time to time under the provisions of Section 3 of this Master Declaration, if and when any such Additional Property is annexed, and excluding any lands and Improvements withdrawn from the provisions hereof from time to time in accordance with the procedures set forth in this Master Declaration.

2.35. "Residential Unit" means and refers to each separately described portion of the Property, which is to be occupied as a single family residence or household, whether such residence is transient or permanent, whether the unit is attached or detached, including, without limitation, each Parcel (together with the residence, if any, constructed thereon), non-condominium residential apartment unit, condominium unit (except when such condominium unit is part of one or more buildings that are used, marketed and identified to the general public as a hotel, motel or inn, in which event such condominium units shall be deemed to be Non-Residential Units), cooperative unit, timeshare unit, zero lot line dwelling, patio home, townhouse, cluster home and any other form of residential occupancy or ownership now existing or hereafter created. A lock-off unit shall not be considered a separate Residential Unit. In the

case of a structure that contains multiple dwelling units, each dwelling shall be deemed a separate Residential Unit. In the case of a structure containing condominium, cooperative or timeshare units, each separate declared unit therein shall be deemed a separate Residential Unit for purposes of assessments. In the case of a structure containing cooperative or timeshare accommodations that are not part of a condominium, each separately keyed accommodation shall be deemed a separate Residential Unit for purposes of assessments; provided, however, that “lock-off” accommodations capable of being utilized as either one or two separate accommodations shall be considered one Residential Unit for purposes of assessments if such “lock-off accommodation is conveyed as one residential unit. All assessments for condominium, cooperative or timeshare shall be based on one Unit per dwelling (not one per interval or day), and the condominium, cooperative or timeshare owners’ association with jurisdiction over the Unit shall be responsible for collecting all assessments and contributing same to the Association. “Residential Unit” shall include in its meaning any interest in real property appurtenant to the ownership of the Residential Unit.

2.36. Those Units which are deemed to contain a mix of uses (for example retail and residential) shall be categorized as either Non-Residential or Residential Units based upon which use occupies the greater number of square footage in the Unit as a whole.

2.37. “Reunion Club Property” means all of the real property, if any, located in Osceola County, Florida, as may be owned 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, or its successors and assigns, and commonly known and referred to herein as “The Club at Reunion.” Any such property shall be designated as “Reunion Club Property” in the Parcel Declaration that subjects such property to the provisions of this Declaration and shall not be Common Property.

2.37. “Reunion Club Property Owner” means and refers to the record holder of fee simple title or ground lessee of the Reunion Club Property.

2.38. “Service Area” means two or more Units to which an Exclusive Common Property is assigned, as described in Section 7.12, or which receive benefits or services from the Association which are not provided to all Units, as determined by the Association in its sole, absolute and unfettered discretion. A Unit may be part of more than one Service Area.

2.39. “Service Area Assessments” means assessments levied against the Units in a particular Service Area to fund Service Area Expenses, as described in Section 9.3.

2.40. “Service Area Expenses” means the actual or estimated expenses incurred or anticipated to be incurred by the Association in the delivery of benefits or services to the Owners and occupants of Units within a particular Service Area.

2.41. “Special Assessment” means assessments levied in accordance with Section 9.4.

2.42. “Specific Assessment” means assessments levied in accordance with Section 9.6.

2.43. “Supplemental Declaration” means and refers to any documents, other than a Parcel Declaration executed by Declarant, and, if required, the Owners of any portions of the Property, which amends this Master Declaration.

2.44. “Surface Water Management Permit” means and refers to that permit, attached as Exhibit “F”, issued by the South Florida Water Management District for the Surface Water Management System.

2.45. “Surface Water Management System” means and refers to the surface water management system serving the Property and located on the Common Property, Exclusive Common Property, the Reunion Club Property or other property adjacent thereto, and consisting of any swales, inlets, culverts, retention ponds, outfalls, storm drains, pump stations, connecting pipes, mitigation areas and similar systems used in connection with the retention, drainage and control of surface water. Any rights granted to or obligations imposed on the Association herein with respect to the Surface Water Management System shall only be applicable to portions of the Surface Water Management System not owned or maintained by or under the control of a CDD from time to time, notwithstanding any language herein to the contrary.

2.46. “Unit” means and refers to a Residential Unit or a Non-residential Unit for assessment and voting purposes. In the case of a Parcel of vacant land or land on which improvements are under construction, the Parcel shall be deemed to contain the number of Units specified for such Parcel in any applicable Supplemental Declaration or Parcel Declaration. At such time as a subdivision plat or condominium declaration is filed of record on a portion of the Parcel, such portion encompassed by such plat or condominium declaration shall constitute a separate Unit or Units as reflected in such plat or condominium declaration and the number of Units on the remaining land shall be equal to the difference between the number specified in the Parcel or Supplemental Declaration for the entire parcel of land and the number specified in the Plat or condominium declaration.

2.47. “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 Property. A modification shall be deemed material if it would involve a visible change or addition to the exterior of any Improvements on the Property or if it would result in an increase or decrease in building pad area of any structure on the Property 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. Modification of any nature to the plants, trees, shrubs or other landscaping materials on the Property is deemed material for purposes of this Master Declaration.

### **3. PROPERTY SUBJECT TO THIS MASTER DECLARATION AND AMENDMENTS.**

3.1. Property Subject to Master Declaration. All of the Property is, and shall be subject to, the encumbrance, operation and effect of this Master Declaration and any applicable Supplemental Declaration. Upon and after annexation of each Additional Property pursuant to

Section 3.3, the Additional Property so annexed shall be subject to the encumbrance, operation and effect of this Master Declaration and any applicable Supplemental Declaration. The community contemplated by this Master Declaration, including real property subject to potential annexation, includes a variety of development types, values and uses.

3.2.Additional Property. Declarant (joined by the owner of the affected real property if other than Declarant) shall have the sole right, but not the obligation, to bring within the encumbrance, operation and effect of this Master Declaration, as Additional Property, additional real property and Improvements, any portion of which is located within five (5) miles of any portion of the Property. Annexation may be accomplished without the consent of the Association, the Members, the occupants of the Property or any mortgage or lien holder.

3.3.Method of Annexation. The additions authorized under Section 3.2 shall be made by filing of record a Parcel Declaration with respect to the Additional Property which shall extend the encumbrance, operation and effect of this Master Declaration to such Additional Property. The Parcel Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Master Declaration for the purpose of annexing the real property to the scheme of this Master Declaration and extending the jurisdiction of the Association to the Additional Property. The Parcel Declaration may contain such terms and provisions not inconsistent with this Master Declaration as may be desirable to reflect the different character, if any, of the Additional Property being annexed or the various housing or community style characteristics, commercial uses, or development approaches being implemented, all of which may be significantly at variance with earlier phases of the Property. The Parcel Declaration shall be executed by Declarant and shall contain the joinder of the owner of the Additional Property, if other than Declarant. Owners, upon recordation of any Parcel Declaration, shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property within the Additional Property so annexed (exclusive of any Exclusive Common Property unless reserved for the benefit of such Owners pursuant to Section 7.12), and shall have the obligation to contribute to the cost of management, operation and maintenance of such Common Property within the annexed lands. Any Parcel Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Parcel Declaration, the Additional Property described therein shall be subject to the provisions of this Master Declaration and to the jurisdiction of the Association. As to any Additional Property brought within the encumbrance, operation and effect of this Master Declaration, the owner thereof or Declarant may also subject such Additional Property to a declaration of condominium or other covenants, restrictions and easements more restrictive than, but not inconsistent with, this Master Declaration.

### 3.4.Declarant's Plans.

3.4.1. Purpose. Declarant's plans for the development of Reunion are dynamic in nature and may be modified and amended from time to time during the course of development and sale of the Property. Declarant shall not be bound to construct additional phases of the Reunion development or develop the Property in any particular manner, nor shall Declarant be prohibited from developing the Property in any particular manner.

It is specifically intended that the Property may, in part and without limitation, be used for resort residential purposes and may be developed as a mixed unit community (which community shall include, without limitation, short term rentals). It is the specific intent of the Declarant that short term rentals (to include daily, weekly, or monthly rentals, and timeshare rentals) are permitted within any portion of the Property subject to the terms, conditions and limitations of this Master Declaration and any Parcel Declaration. Declarant reserves the right to restrict short term rentals on any portion of the Property in a Parcel Declaration.

**NOTWITHSTANDING ANYTHING IN THIS DECLARATION TO THE CONTRARY, BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, THE PARTY ACCEPTING THE DEED SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CERTAIN OF THE UNITS WITHIN THE PROPERTY OR ANY GIVEN PARCEL MIGHT BE USED FOR SUCH SHORT TERM RENTAL PURPOSES FROM TIME TO TIME. FURTHERMORE, DECLARANT MAY NOT HAVE DETERMINED WHICH UNITS WILL BE USED FOR SUCH PURPOSES AT THE TIME THE DEED IS DELIVERED. ACCORDINGLY, ANY GRANTEE OF A DEED IS PLACED ON NOTICE THAT THE UNITS, INCLUDING IMMEDIATELY ADJACENT UNITS, MAY BE USED FOR SHORT TERM RENTAL PURPOSES.**

3.4.2. Amendments. Declarant hereby reserves the right to amend any plans for the development of Reunion and any portion thereof for any reason.

3.4.3. Interpretation. Nothing contained in this Master Declaration, any Supplemental Declaration or any Parcel Declaration shall be interpreted to:

3.4.3.(a) Require Declarant or any other person or entity to annex any Additional Property to the encumbrance, operation and effect of this Master Declaration; or

3.4.3.(b) Prevent any real property not annexed to the Property from being subjected to another, independent declaration or scheme of development, even though such Property may be owned by Declarant or contained in any plan.

3.5. Reunion Club Properties. Declarant and the Reunion Club Property Owner make no representations, warranties, guaranties, commitments or promises that the Reunion Club Property, if any, will ever be improved with any golf or recreational facilities or operated in any particular manner. All information with respect to the Reunion Club Property can only be obtained from the Reunion Club Membership Plan Documents described in Section 14 hereof. By accepting title to any Parcel or Unit, each Owner hereby acknowledges, accepts, covenants and agrees that the Owner has no right, title or interest in the Reunion Club Property.

4. **USE AND OWNERSHIP.**

4.1.Use of Property. Developers' and Owner's use of the Property shall comply with the Governing Documents, all Laws, and any permits, licenses or other documents that may be applicable to the Property from time to time.

4.2.Parcel Declaration. Declarant may record a Parcel Declaration in the Public Records of Osceola County, Florida. The Parcel Declaration may contain Parcel-specific provisions including, but not limited to, incorporation of the Approved Parcel Plans, density allocations, the overall percentage of Base Assessments initially allocated to the Parcel, voting provisions including Neighborhood designation(s), construction requirements and specifications, and any additional covenants, restrictions and easements for the Parcel. Any changes to the Parcel Declaration shall be recorded in the Public Records of Osceola County, Florida. The Parcel Declaration may set forth provisions establishing a use-specific (such as a merchant's association), condominium, cooperative, timeshare or homeowners association, for all, or a portion, of the Parcel. The duties, powers and responsibilities of the use-specific, condominium, cooperative, timeshare or homeowners association shall be set forth in the Parcel Declaration.

4.3.Prohibited Acts. No Developer or Owner shall submit a request for rezoning or for an amendment, variance or modification to the Development Order, the PDA, the land use approvals applicable to the Property, or any other permits or approvals applicable to the Property, without the express prior written consent of Declarant, which may be withheld in the sole, absolute and unfettered discretion by Declarant.

5. **ARCHITECTURAL REVIEW.**

5.1.Declarant Review. Each Owner and Developer, by accepting a deed or other instrument conveying any interest in any portion of the Property, acknowledges that as an Owner of significant portions of the Property as well as other real estate within the vicinity of the Property, Declarant has a substantial interest in ensuring that the Improvements and landscaping within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell, or lease the Property or its other real estate.

5.2.Applicability.

5.2.1. If Declarant has reserved rights of architectural and landscaping review, approval and enforcement of such rights over any portion of the Property pursuant to any contract, deed, covenant, Parcel Declaration or other recorded instrument outside of this Master Declaration, then the reservation of rights and other provisions of such instrument shall preempt the authority granted to the Association in this Section 5 and shall control as to any matter within the scope of this Section 5. However, if rights of architectural and landscaping review, approval and enforcement of such rights are not reserved by Declarant or have been waived pursuant to any contract, deed, covenant, Parcel Declaration or other recorded instrument outside of this Master Declaration, the Association shall perform architectural and landscaping review, approval and enforcement of such rights within the scope of this Section 5 and pursuant to those

guidelines and procedures which may be established in a Supplemental Declaration or Parcel Declaration from time to time.

5.2.2. If Declarant reserves the rights of architectural and landscaping review, approval and enforcement of such rights and in the future Declarant desires to assign some or all of such reserved rights to the Association, the Association shall accept such assignment and shall perform the duties and responsibilities of those rights pursuant to the terms set forth in any contract, deed, covenant, Supplemental Declaration, Parcel Declaration or other recorded instrument and this Section 5; provided however, to the extent this Section 5 is inconsistent with the terms set forth in any contract, deed, covenant, Supplemental Declaration, Parcel Declaration or other recorded instrument, the terms of such instrument shall control.

5.2.3. Each Owner and Developer agrees that no Work shall be commenced on such Owner's Unit unless and until they have received written approval for such Work pursuant to Section 5.4 either from the Association or the Declarant as applicable.

### 5.3. Architectural Review Committee.

5.3.1. The Association may from time to time, but shall not be obligated to, delegate all or a portion of its rights under this Section 5 or other recorded instruments to an ARC appointed by the Association's Board of Directors, subject to (i) the right of the Board to revoke such delegation at any time and reassume jurisdiction over the matters previously reserved, and (ii) the right of the Board to veto any decision of the ARC which the Board determines, in its sole, absolute and unfettered discretion, to be inappropriate or inadvisable for any reason. So long as the Association has any rights under this Section 5, the jurisdiction of the ARC shall be limited to such matters as are specifically delegated to it by the Board. Unless and until such time as the Association delegates all or a portion of its rights, the ARC shall have no jurisdiction over architectural matters; upon any such delegation, the ARC shall accept and exercise the jurisdiction so delegated in accordance with this Section 5.

5.3.2. The ARC, when appointed, shall consist of at least three (3), but not more than five (5), persons who shall serve and may be removed and replaced in the Board's sole, absolute and unfettered discretion. The members of the ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in advance prior to review of any application. In addition, the ARC may, with the prior approval of the Board, retain architects, engineers or other professionals to assist in the review of any application, and the Board may charge any reasonable fees incurred for such assistance to the applicant.

5.4. Plans and Specifications. Prior to commencing any Work on a Parcel or Unit, a Developer or Owner shall submit to the Board, and obtain the written approval of the Board of, detailed conceptual, design development and final Plans and specifications for all proposed Work. All Plans and specifications submitted by a Developer or Owner shall comply with:

5.4.1. any site development guidelines which may be promulgated;

5.4.2. all other recorded covenants, restrictions and easements applicable to the Property, including, but not limited to, the Governing Documents;

5.4.3. all requirements of the CDD; and

5.4.4. all other Laws.

5.5.No Liability. The Board may accept, reject or accept with conditions such proposed plans and specifications, in its sole, absolute and unfettered discretion. The final plans and specifications, once approved by the Board, comprise the Approved Parcel Plans. The Association shall not have any responsibility for the adequacy of the Approved Parcel Plans or be subject to any liability to the Developer or Owner to any third parties in the event such plans, or the design represented thereby, is deficient in any manner, including without limitation, 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 the Approved Parcel Plans. Plans, specifications and other materials submitted to and approved by the Board shall not be reviewed or approved for their compliance with any applicable Laws, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. A Developer or Owner, or any third party, shall not be entitled to and shall not bring any action, proceeding or suit against the Association, any Member of the Association, any member of the Board, the ARC, any member of the ARC, or the Declarant for the purpose of recovering any such damages or other relief in connection with the approval of such plans, specifications or other materials.

5.6.Modifications to Approved Parcel Plans. A Developer or Owner shall not materially modify, change, supplement, alter or amend any Approved Parcel Plans without the prior written consent of the Board. 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 Parcel that is not substantially in accordance with the Approved Parcel Plans or if it would result in an increase or decrease in the size of any structure on the Parcel of five percent (5%) or more. If the nature or extent of such changes to the Approved Parcel Plans are material enough that, pursuant to the Laws, the Developer or Owner is required to submit such changes to the County for a plan revision and approval, the Board shall be furnished with copies of any modifications to the Approved Parcel Plans prior to submission to the County. Upon receipt of proposed modifications to the Approved Parcel Plans to the Board, the Board shall review such proposed modifications and shall, in the Board's sole and absolute discretion, either approve or disapprove of the proposed modifications. If the Board disapproves of any proposed modification, the Developer or Owner may not submit the proposed changes to the Governmental Authority.

5.7.Expenses. The Developer or 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 any Parcel, whether foreseen or unforeseen, and the Association shall have no responsibility or liability therefor.

5.8.Enforcement.

5.8.1. Any Work performed in violation of this Section 5, the Approved Parcel Plans, or those guidelines and procedures which may be established in a Supplemental Declaration or a Parcel Declaration shall be deemed to be nonconforming. The Association shall have the right to exercise the right of enforcement within the scope of this Section 5.8 and pursuant to those guidelines and procedures which may be established in a Supplemental Declaration or Parcel Declaration from time to time.

5.8.2. Upon written request from Declarant, from the Board, or from the ARC, Owners shall, at their own cost and expense, remove any non-conforming structure, alteration or Improvement and restore the land and/or Improvements to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, Declarant, the Board or their designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed or make alterations which result in compliance with the Governing Documents and the Approved Parcel Plans, and any such action shall not be deemed a trespass. If the non-conforming structure, alteration or Improvement is not removed, by either the Owner, Declarant or the Board or their designees, Declarant, the Board or their designees reserve the right, in addition to other rights, not to perform maintenance on the non-conforming structure, alteration or Improvement. Upon demand, the Owner shall reimburse all reasonable costs incurred by any of the foregoing entities in exercising its rights under this Section 5. The Association may assess any costs incurred in taking enforcement action under this Section 5.8, together with interest at the maximum rate then allowed by law, against the benefited Unit as a Specific Assessment.

5.8.3. Declarant and the Association, acting separately or jointly, may preclude any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Section 5 from continuing or performing any further activities in the Property, subject to the notice and hearing procedures contained in the Bylaws; provided, however, this right shall not be utilized to preclude any Developer or its contractors, subcontractors, agents, or employees from performing further activities in the Property which are in compliance with the terms and provisions of this Section 5.8. Neither Declarant, the Association, nor their officers, directors or agents shall be held liable to any person for exercising the rights granted by this Section 5.

5.8.4. In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section 5 and the decisions of the reviewing entities under this Section 5.8.

5.8.5. The Declarant shall have the right, but not the obligation, to demand that the Association enforce the provisions of this Section 5. In the event that the Association fails to

take enforcement action within thirty (30) days after receipt of a written demand from Declarant identifying the violator and specifying the nature of the violation, then the Association shall reimburse Declarant for all costs reasonably incurred by Declarant in taking enforcement action with respect to such violation if Declarant prevails in such action.

## 6. THE ASSOCIATION AND ITS MEMBERS.

6.1. Association. The Association is a non-profit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles, the Bylaws and this Master Declaration. The affairs of the Association shall be governed by a Board of Directors, who shall be selected by Declarant, acting in its sole, absolute and unfettered discretion, and shall serve at the pleasure of Declarant. With the express written consent of Declarant, which consent may be withheld in Declarant's sole, absolute and unfettered discretion, the Board may delegate this authority to manage the affairs of the Association to one or more management companies upon terms as they deem appropriate. Each Owner has only those rights as may be provided in the Articles, the Bylaws, this Master Declaration and any applicable Supplemental Declaration. The Articles and Bylaws are subject to amendment in accordance with their respective provisions, and it is not necessary to amend this Master Declaration in order to amend the Articles and Bylaws; provided, however, neither the Articles nor the Bylaws may, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. In the event of any such inconsistency, the provisions of this Master Declaration will prevail.

### 6.2. Acceptance and Control of Association Property.

6.2.1. Declarant may convey to the Association, and the Association shall accept, personal property and fee title, leasehold or other property interests in any real property, improved or unimproved. Upon Declarant's written request, the Association shall reconvey to Declarant any unimproved portions of the Common Property which Declarant originally conveyed to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines. From time to time, the Association may convey portions of the Common Property to the CDD, without prior approval of the Members. Conveyances of Common Property to the CDD shall automatically remove such properties from the application and scope of this Master Declaration.

6.2.2. A Developer may convey to the Association, and the Association is required to accept as Exclusive Common Property, fee title to any real property, improved or unimproved, intended for the exclusive use or primary benefit of Owners located within the Parcel developed by Developer; provided that (i) such real property, if improved, is constructed in accordance with the Approved Parcel Plans, (ii) any constructed improvements of good material and workmanship, and that the construction and materials will be free from defects and will conform to applicable Laws, (iii) Developer provides a one (1) year warranty of fitness and merchantability for the purposes and uses intended, in a form and substance reasonably acceptable to the Association, and (iv) such conveyance is approved by Declarant in its sole, absolute and unfettered discretion.

### 6.3. Membership.

6.3.1. During Declarant's Control Period, the Board, as appointed from time to time by Declarant, shall be the sole Member of the Association. After termination of Declarant's Control Period, every Owner shall be a Member of the Association. If a Unit is owned by more than one person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions set forth herein and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

6.3.2. The membership rights and privileges of an Owner who is a natural person may be exercised by the Owner or the Owner's spouse. The membership rights of an Owner which is a corporation, partnership or other legal entity may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association.

### 6.4. Voting Power.

6.4.1. Until Declarant's Control Period ends, the Board shall have the sole voting power within the Association and Declarant shall have the sole and exclusive right to appoint members of the Board. With the express written consent of Declarant, which consent may be withheld in Declarant's sole, absolute and unfettered discretion, the Board may from time to time seek the input or approval of specific matters or proposed acts of the Association by (a) the ad hoc vote of one or more advisory board(s) or committee(s) comprised of members appointed by the Board; or (b) the ad hoc vote of one or more groups of Owners. Declarant, in its sole, absolute and unfettered discretion, may transfer control of the Association directly to the Owners or to subassociations comprised of one or more Neighborhoods, having such voting power in the Association and such articles and bylaws as Declarant, in its sole, absolute and unfettered discretion may determine at that time.

6.4.2. Each Parcel Declaration filed in the Public Records of Osceola County, Florida, must initially assign the Parcel described therein, or portions of that Parcel, to a specific Neighborhood or Neighborhoods by name, which Neighborhood or Neighborhoods may be then existing or newly created. During Declarant's Control Period, Declarant may unilaterally amend a Parcel Declaration to redesignate Neighborhood boundaries or to add or subtract additional Parcels or portions of a Parcel to a Neighborhood.

7. **RESERVED RIGHTS AND OBLIGATIONS.**

7.1. Maintenance.

7.1.1. Association's Maintenance Responsibility.

7.1.1.(a) Unless otherwise provided to the contrary in a Parcel Declaration, Supplemental Declaration, Approved Parcel Plans or plat approved by Declarant, in its sole, absolute and unfettered discretion, the Association shall: (i) have the obligation to maintain, repair and replace the Infrastructure, and (ii) perform ordinary maintenance on all of the Common Property. The Association may subsequently assign all or a portion of its obligation for maintenance, repair and replacement of the Infrastructure to the CDD or its responsibility to perform ordinary maintenance on all of the Common Property to the CDD or any condominium, cooperative, timeshare or other owners' association.

7.1.1.(b) The Association may maintain other property which it does not own, including, without limitation, publicly owned property and other property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

7.1.1.(c) The Association may enter into contracts with third party service providers for utilities and services to some or all of the Property including, but not limited to, water, electricity, telephone, cable and internet services.

7.1.1.(d) Unless otherwise provided in a Parcel Declaration, Supplemental Declaration, Approved Parcel Plans or plat approved by Declarant, in its sole, absolute and unfettered discretion, there are hereby reserved to the Association easements over the Property as necessary to enable the Association to fulfill its responsibilities and rights under this Section 7.1.1.

7.1.1.(e) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Property shall be a Common Expense to be allocated among all Units as part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the Owner(s) of, or other persons responsible for, certain portions of the Common Property pursuant to this Declaration, other recorded covenants, restrictions and easements, or agreements with the owner(s) thereof. All costs associated with the maintenance, repair and replacement of Exclusive Common Property and all costs and expenses incurred by the Association in performing any maintenance, repair and replacement of any irrigation or Improvements on any Unit shall be a Service Area Expense allocated solely among the Units in such Service Area. If such maintenance, repair and replacement of Exclusive Common Property or irrigation or Improvements on any Unit are needed as a result of the actions of the Owner of such Unit in the Board's sole, absolute and unfettered discretion, such costs and expenses incurred by the Association shall be a Specific Assessment against such Owner. Notwithstanding the above, the Association may delegate any of its maintenance responsibilities hereunder to a third party by agreement. In order to facilitate the Association performing any maintenance, repair and replacement of any Exclusive Common

Property or landscaping, irrigation and Improvements on a Unit, the Association is hereby deemed a conditional assignee and third party beneficiary of each Owner's rights against any Developer or third party who may otherwise be responsible for the cost of performing such maintenance, repair and replacement by virtue of any contract, warranty or other legal obligation of such third party. In the event an Owner fails to recover such costs from such persons to apply against the cost of maintenance, repair or replacement, such assignment shall be effective and the Association shall be subrogated to each Owner's rights with respect to such third parties and entitled to recover from such third parties, the cost of performing such work and/or enforcing each Owner's rights of performance with respect to such third parties. The foregoing Assignment shall not be deemed to excuse or transfer any Owner's obligations with respect to: (i) enforcing such Owner's rights against any third parties; and (ii) reimbursing the Association for the cost of maintenance, repair and replacements in the event such Owner fails or is unable to enforce its rights against any third parties for maintenance, repair or replacements caused by matters that would otherwise have been covered by third party warranties. If the Association is unable or unwilling to seek recovery of such costs or enforcement of obligations of third parties, the Unit Owner shall nonetheless remain liable to the Association for any costs and expenses incurred by the Association as a result of repairs, maintenance or replacements necessitated by work performed by third parties that is covered by third party warranties.

7.1.1.(f) Notwithstanding anything to the contrary contained in this Section 7.1.1, in the event an Owner or Owners fail to pay a Service Area Assessment, Specific Assessment, or Special Assessment related to the performance of the maintenance, repair or replacement of a portion of the Property owned by the Owner or Owners or Exclusive Common Property available for the exclusive use of such defaulting Owner or Owners, the Association has the right to cease performing its duties under this Section 7.1.1. Any such cessation in performance by the Association shall not constitute a waiver of the lien rights of the Association set forth in this Master Declaration.

7.1.2. Declarant's Reserved Rights. In the event that the Association fails to properly perform its maintenance responsibilities, Declarant may, at Declarant's sole option, upon not less than ten (10) days' notice and opportunity to cure such failure, cause such maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all reasonable costs incurred.

7.1.3. Owner's Maintenance Responsibility.

7.1.3.(a) Unless otherwise imposed upon the Association pursuant to Section 7.1.1(a) in any Parcel Declaration, Supplemental Declaration, Approved Parcel Plans or plat approved by Declarant, in its sole, absolute and unfettered discretion, it shall be the individual responsibility of each Owner, at their own expense, to: (i) maintain, repair and replace the exterior and interior of all Improvements on the Owner's Unit, and (ii) maintain, repair, replace and irrigate lawn and landscaping on the Owner's Unit. Such maintenance, repair and replacement shall be in accordance with the Community-Wide Standard. In the event of damage or destruction by termites, deliberate acts by Owner, or any casualty to the Unit or the Improvements thereon, regardless of whether covered by Insurance, an Owner must repair or

rebuild such Unit or other Improvements thereon; provided, however, if the cost of restoration of the Improvements damaged or destroyed by other than the deliberate acts of the Owner exceeds eighty percent (80%) of the assessed valuation of the Improvements (as determined by the most recent ad valorem tax assessment), then the Owner may elect not to rebuild in which event the Owner shall remove all Improvements and debris and plant sod or other landscaping material in a manner comparable to the landscaping of surrounding Common Areas of the Property. Each Owner shall repair or rebuild in accordance with the standard to which the Improvements were originally constructed and in accordance with all applicable standards, restrictions, and provisions of this Master Declaration and all applicable zoning, subdivision, building, and other Laws. All such work, repair or construction shall be commenced within ninety (90) days after such damage or destruction and shall be carried through diligently to conclusion. In the event the Owner fails to perform its duties hereunder within fourteen (14) days after demand in writing by the Association, the Association shall have the right and easement to either (i) perform such work, repair or reconstruction, or (ii) remove all Improvements and debris and plant sod or other landscaping material in a manner comparable to the landscaping of surrounding Common Areas of the Property and shall have an easement to enter a Unit for such purposes. The Association may charge a Specific Assessment against the Unit to pay for such work, repair or reconstruction.

7.1.3.(b) The Owner of each Unit (and the authorized agents, representatives, and contractors of such Owner) shall have a reasonable and temporary right of entry, access, ingress, egress and regress, including, without limitation, access through the gate, if any, in any privacy fence, upon that portion of contiguous Units, to the extent necessary in the exercise of reasonable care, solely to perform maintenance and make bona fide repairs to the Improvements located on the Owner's Unit; provided, unless otherwise warranted by then-existing circumstances or otherwise agreed by the Owner of the contiguous Unit, such entry shall occur during daylight hours only and shall be limited to a reasonable number of days in each calendar year.

The Association is specifically authorized to promulgate ad hoc rules and guidelines pertaining to any particular construction or repair work likely to require the exercise of the right of entry described above so that the respective best interests of the adjoining Owners are, to the extent reasonably possible, harmonized and preserved. Such ad hoc rules and guidelines may include, but shall not be limited to, the posting of a cash deposit, bond, or other security by the Owner seeking to exercise the right of entry granted above.

7.1.4. Definitions and Standards. Maintenance, as used in this Section 7, shall include, without limitation, repair and replacement, as well as such other duties, which may include irrigation, as the Board may determine necessary or appropriate. All maintenance and irrigation shall be performed in a manner consistent with the Community-Wide Standard.

7.1.5. Condominium and Other Associations. Any condominium, cooperative, timeshare or other owners' association having responsibility for maintenance of any portion of the Property shall perform, with respect to such property, all maintenance required of an Owner as to the exterior of such Owner's unit under Section 7.1.3 above, in a manner consistent with the

Community-Wide Standard. If such owners' association fails to do so, the Association may perform such responsibilities and assess the costs against all Units within the boundaries of such owners' association's jurisdiction as provided in Section 9.6 hereof.

7.2.Easements On Common Property. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Property (exclusive of any Exclusive Common Property unless reserved for the benefit of the Owner pursuant to Section 7.12), subject to:

7.2.1. this Master Declaration, the Bylaws and any other applicable covenants, restrictions and easements, including any declaration of easements and covenant to share costs or similar instruments relating to such Common Property which grant non-Owners rights to use and enjoy portions of the Common Property upon payment of fees or a portion of the costs relating to such Common Property;

7.2.2. any restrictions or limitations contained in any deed conveying such Common Property to the Association;

7.2.3. the right of the Board to adopt rules regulating the use and enjoyment of the Common Property, including rules restricting, limiting or prohibiting use of any Common Property to occupants of Units and their guests and invitees, and rules limiting the number of guests who may use the Common Property;

7.2.4. the right of the Board to permit use of any recreational facilities situated on the Common Property by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;

7.2.5. the right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred subject to the approval requirements; and

7.2.6. the rights of certain Owners to the exclusive use of those portions of the Common Property designated "Exclusive Common Property," as more particularly described in a Parcel Declaration. Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, subject to reasonable regulation as provided for in this Master Declaration. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the term of such lease.

7.3.Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Property and between adjacent Units due to the unintentional placement or settling or shifting of the Improvements constructed, reconstructed, or altered on a Unit or the Common Property (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist

if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant or the Association.

7.4.Easements for Access and Maintenance. There are hereby reserved unto Declarant, during Declarant's Control Period, and hereby granted to the Association, and the designees of each (which may include, without limitation, the CDD, Osceola County, Florida, or any other Governmental Authority, and any utility), access and maintenance easements upon, across, over, and under all of the Property to the extent necessary in the exercise of reasonable care for the purpose of replacing, repairing and maintaining roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights and signage, and for the purpose of installing any of the foregoing on properties which it owns or within easements designated for such purposes on recorded plats or other documents recorded affecting the Property. This easement shall not entitle the holders to construct or install any of the foregoing systems or facilities, over, under or through any existing or planned building on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person exercising the easement. Unless there is no other reasonable way, this easement shall not entitle the holders to utilize a Unit owned by a Developer or Owner for installation or construction purposes. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after notice to the Owner or occupant.

7.5.Easements for Lake and Pond Maintenance and Flood Water.

7.5.1. Declarant reserves for itself and its successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Common Property or any Unit to (a) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the Common Property or Parcels; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Master Declaration; and (d) construct, install, inspect, maintain, repair and replace the Surface Water Management Systems and all appurtenant Improvements and facilities.

7.5.2. Declarant's rights and easements provided in this Section 7.5 may be transferred to the Association or the CDD at such time as Declarant shall cease to own any Property subject to the Master Declaration, or such earlier time as Declarant may elect in its sole, absolute and unfettered discretion to transfer such rights by a written instrument. Declarant, the Association, the CDD and their designees shall have an access easement over and across any of the Property abutting or containing any portion of any of the lakes, ponds, streams, or wetlands to the extent necessary to exercise their rights under this Section 7.5. This easement may be limited by any applicable Parcel Declaration, Supplemental Declaration, Approved Parcel Plans or plat recorded or approved by Declarant in its sole, absolute and unfettered discretion.

7.5.3. There is further reserved herein for the benefit of Declarant and its designees, and granted to the Association for itself and its designees, and to each CDD for itself and its designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Property and Units (but not the buildings thereon) adjacent to lake beds, ponds, and

streams within the Common Property or Units, in order: (a) to temporarily flood and back water upon and maintain water over such portions of the Common Property or Units to the original design limits of such lakes, ponds and streams owned or maintained by either of the foregoing; (b) to fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the lakes, ponds, streams, and wetlands within the Common Property or Units or on CDD owned Property, as to the CDD; (c) to maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams, and wetlands; and (d) to enter upon and across such portions of the Property to the extent reasonably necessary for the purpose of exercising its rights under this Section 7.5. Except in the case of an emergency, all persons entitled to exercise these easements shall provide prior written notice no less than ten (10) days before exercising such easements. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural disasters. This easement may be limited by any applicable Parcel Declaration, Supplemental Declaration, Approved Parcel Plans or plat recorded or approved by Declarant in its sole, absolute and unfettered discretion.

7.6. Easements to Serve Additional Property. Declarant hereby reserves for itself and its duly authorized agents, representatives, successors, successors-in-title, assigns, licensees, and mortgagees, a perpetual nonexclusive easement over the Common Property for the purposes of enjoyment, use, access, and development of any properties that may be adjacent to the Property from time to time, whether or not such properties are made subject to this Master Declaration. Declarant further agrees that if the easement is exercised for permanent access to such properties and such properties or any portion thereof is not made subject to this Master Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any private roadway and related Infrastructure serving such properties.

7.7. Easements for Golf Courses.

7.7.1. Declarant hereby reserves for itself and its successors, assigns and designees an easement over the Property for the use and enjoyment of any golf courses which may be located on the Property (the “**Golf Course Easements**”). The Golf Course Easements include, but shall not be limited to, the flight of golf balls over and above the Property, the use of necessary and usual equipment on the golf courses, the usual and common noise level created by playing the game of golf, access of golf course equipment, golf carts and golfers between golf holes, and permitting golf balls unintentionally to come upon the Common Property or the Units and for golfers at reasonable times and in a reasonable manner to come upon the Common Property or the exterior portions of a Unit to retrieve errant golf balls. If any Unit is fenced or walled, the golfer shall seek the Owner’s permission before entry.

7.7.2. The existence of the Golf Course Easement shall relieve golfers of personal liability for damage caused by errant golf balls. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: Declarant; the Association or its Members (in their capacity as

such); the successors-in-title to any golf courses; any Developer or contractor (in their capacities as such); any successor or assigns to any of the foregoing; or any officer, director or partner of any of the foregoing, or any officer or director of any partner.

7.7.3. The Reunion Club Property Owner or the owner of any other golf course located on the Property, including their respective agents, successors and assigns, shall at all times have a perpetual, non-exclusive easement of access and use over and across those portions of the Common Property and the Parcels reasonably adjacent to the golf course as is reasonably necessary to the use, operation, maintenance, repair and replacement of such golf course.

7.7.4. The Property immediately adjacent to any golf course is hereby burdened with a perpetual, non-exclusive easement in favor of the owner of such golf course for overspray of irrigation quality water, herbicides and pesticides emanating from the golf course. Under no circumstances shall the Association or Owner of such golf course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

7.7.5. The owners of any golf course on or adjacent to the Property, including the Reunion Club Property Owner and the owner of any other golf course located on the Property, and their respective successors and assigns, shall have a perpetual, exclusive easement of access over the Property for the purpose of retrieving golf balls from bodies of water lying reasonably within range of golf balls hit from such golf course Property. All golf balls within such bodies of water not immediately retrieved by the owner of such golf balls shall be the property of the golf course property owner.

7.7.6. Each Owner, by accepting title to a Unit adjacent to a golf course on or adjacent to the Property, acknowledges and assumes the risks associated with the practicing and playing of the game of golf, and hereby individually and on behalf of their respective guests, invitees and tenants, releases and discharges forever Declarant, the Association, the golf course property owner and the directors, officers, employees, agents and affiliates thereof, and each player from any liability, claim for damage or injury caused by, arising out of, or related to the playing of the game of golf on the golf course.

#### 7.8. Easement for Maintenance, Emergency and Enforcement.

7.8.1. Declarant, the Association, each CDD and their respective designees shall have the right, but not the obligation, to enter upon the exterior of any Unit, including the exterior walls of all Improvements on any Unit, for emergency, security, or safety reasons, to perform maintenance pursuant to Section 7.1 hereof, and to inspect for the purpose of ensuring compliance with the Governing Documents or any permits, licenses or other instruments that may be applicable to the Property from time to time, which right may be exercised by any member of the Board, the Association, a CDD and the respective officers, agents, employees, and managers thereof, and by all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. This Section 7.8 shall not grant Declarant the right, or the obligation, to enter the interior of Improvements on any Unit for emergency, security or safety reasons, for maintenance purposes, or for any other purpose. The Association, Board, Declarant, each CDD, and their respective directors, officers, agents,

employees, managers or designees shall not have any liability for any damages or other liability resulting from the exercise of the right of entry and inspection under this Section 7.8 unless such damage or other liability arises from the willful misconduct of such party.

7.8.2. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right to enter upon the exterior any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board.

7.9. Easement for the CDD. Every Unit and the Common Property is hereby burdened with perpetual, non-exclusive easements for the benefit of the CDD, its respective agents and designees to any extent necessary for ingress, egress, access to and installation, maintenance, repair and replacement of properties and facilities of the CDD. However, this easement shall not include a right to enter any enclosed structure on a Unit or to unreasonably interfere with the use of any Unit. Any damage to a Unit or to the Common Property resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the CDD.

7.10. Conservation Easement. Except as may be approved from time to time by the South Florida Water Management District in an applicable permit, the following activities are prohibited on or in any property now or hereafter subject to the provisions of this Declaration and now or hereinafter subject to any conservation easement described in any recorded Plat relating to such property, or other recorded documents:

7.10.1. The construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

7.10.2. The dumping or placing of soil or other substance or material as landfill, or the dumping or placing of trash, waste, or unsightly or offensive materials.

7.10.3. The removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a maintenance plan approved by the South Florida Water Management District or except as approved by the South Florida Water Management District in an applicable development or vegetation removal permit.

7.10.4. The excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface or except as approved by the South Florida Water Management District in an applicable development or dredging permit.

7.10.5. Any use of the surface, except for purposes that permit the land or water area to remain in its natural condition or except as approved by the South Florida Water Management District in an applicable development permit.

7.10.6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing.

7.10.7. Acts or uses detrimental to such aforementioned retention of land or water areas.

7.10.8. Acts or uses within the South Florida Water Management District's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the property having historical or archaeological significance.

7.10.9. Declarant, or the Association, may convey some or all of the real property subject to any conservation easement to a CDD.

7.11. Easements for Stormwater Drainage, Retention and Surface Water Management System.

7.11.1. Each portion of the Property is hereby subjected to a non-exclusive easement appurtenant to and for the benefit of each other portion of the Property for the purpose of stormwater drainage and runoff in accordance with the plan established by Declarant for the Property to implement the Surface Water Management System, which easement shall include, but shall not be limited to, the right to tie in to existing stormwater drainage facilities and to divert stormwater runoff from each Unit into such stormwater drainage facilities at such points and in such manner as approved by Declarant and for the flow of stormwater runoff over the Property to such points and from such points through the stormwater drainage facilities into wetlands, ponds, or other retention or detention facilities within or outside the Property. The foregoing easements shall be subject to any and all restrictions regarding quantity, rate and quality of discharge which Declarant may hereafter reasonably impose or which may be imposed on the Property by Declarant or any Owner by any Governmental Authority having jurisdiction. Declarant or the Association (if the Association hereafter owns any portion thereof) may convey the Surface Water Management System to one or both CDDs.

7.11.2. Notwithstanding anything to the contrary contained in this Declaration, any proposed amendment to the Governing Documents that would affect the Surface Water Management System (including any environmental conservation areas and the water management portions of the Common Property) must be submitted by Declarant, a CDD or the Association to the South Florida Water Management District for a determination of whether the amendment necessitates a modification of the Surface Water Management Permit recorded in the Public Records of Osceola County, Florida and attached as Exhibit "F".

7.12. Exclusive Common Property. Certain portions of the Common Property may be designated as Exclusive Common Property and reserved for the exclusive use or primary benefit of Owners, occupants and invitees of Units within a particular Service Area as set forth in a separate Parcel Declaration.

7.13. Party Walls and Other Shared Structures.

7.13.1. Each wall, fence, driveway or similar structure built as a part of the original construction on the Units, which serves and/or separates any two adjoining Units, shall constitute a "party structure." To the extent not inconsistent with the provisions of this Master

Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to all party structures.

7.13.2. All Owners who make use of any party structure shall share equally the cost of reasonable repair and maintenance of such structure equally. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used or benefited from the structure may restore it. If other Owners subsequently use or benefit from the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

7.13.3. Right to Contribution Runs With Land. The right of an Owner to contribution from any other Owner under this Section 7.13 run with the land and shall pass to such Owner's successors in title.

7.13.4. Disputes. Any dispute concerning a party structure shall be subject to the enforcement provisions set forth in Section 11.

7.14. Changes in Boundaries and Withdrawal of Property from the Common Property. During Declarant's Control Period, Declarant may at any time change or realign the boundaries of the Common Property with any Units within the Property or withdraw, or cause to be withdrawn, land from the Common Property in Declarant's sole, absolute and unfettered discretion; provided, however, that in the event such change or realignment of the boundaries Common Property or withdrawal of Common Property shall directly, materially and adversely affect any Unit or materially and adversely affect access or drainage to or from any Unit, Declarant shall not have the right to change or realign the boundaries of the Common Property or withdraw such Common Property without the consent and joinder of the Owner of the Unit which is so affected. Change or realignment of the boundaries of the Common Property or withdrawal of land from the Common Property shall be evidenced by recording a Supplementary Declaration in the Public Records of Osceola County, Florida, which shall specifically reference such change, realignment, addition or withdrawal. Withdrawal of any Common Property by Declarant shall terminate any and all easements and rights of use of the Developers or Owners in such Common Property; provided that the continued use of such Common Property by Developers and Owners is not necessary in order to accommodate stormwater discharged from such Developer's and/or Owner's Property. No real or personal property owned by Declarant shall be deemed to be Common Property, unless such real or personal property is expressly designated as such in the Exhibit attached hereto as Exhibit "E", or is subsequently designated as such by the Developer or Owner pursuant to a Supplemental Declaration or Parcel Declaration, even if Declarant consents or acquiesces to the use of such real or personal property by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Property pursuant to this Section 7.14, upon Declarant's written request the Association shall promptly execute and deliver to Declarant any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Property.

## 8. INSURANCE AND CASUALTY LOSSES.

### 8.1. Insurance.

8.1.1. The Association's Board of Directors shall have the authority to obtain insurance for insurable Improvements on the property owned by it, and on any Common Property (and on any Parcel the Association is required to maintain), against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, and to obtain public liability policies covering the Association, the Board, the ARC and its Members for damage or injury caused by the negligence of the Association and its Members or agents, and, if obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverages with respect to such risks or persons as shall be deemed necessary or appropriate by the Board. Any insurance obtained shall include such coverages, contain such deductibles, and be in such limits as shall be determined by the Board. The Association shall also have the discretion to self-insure against any risk by maintaining a reasonable reserve. Premiums for insurance shall be a Common Expense if such insurance is for the benefit of the Association, its officers, directors, or managers, the entire membership or Owners as a group, or if it relates to the Common Property or the Association's maintenance obligations under this Master Declaration. Otherwise, premiums for insurance shall be a Service Area Expense.

8.1.2. All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee for the respective benefited parties. Exclusive authority to adjust losses under policies in force on the Common Property and obtained by the Association shall be vested in the Association's Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. The Association shall create a reserve fund for payment of any insurance deductibles.

8.1.3. It shall be the individual responsibility of each Owner, at their own expense, to provide one hundred percent (100%) replacement cost (subject to a reasonable deductible) insurance with respect to all Improvements on his/her own 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, as dictated by the Board. The Owner shall name the Association as an additional insured on any property damage or casualty insurance policy issued on a Unit. Each Owner shall provide the Association with a certificate of insurance within thirty (30) days after becoming an Owner. In the event of damage or destruction by fire or other casualty to any of the Property, or the Improvements thereon, an Owner must, pursuant to Section 7.1.3.(a), either: (i) repair or rebuild such Property or other Improvements thereon, or (ii) remove all Improvements and debris and plant grass and other landscaping in a manner comparable to landscaping of surrounding Common Areas. If the Owner elects to rebuild, such Owner shall repair or rebuild in accordance with the standard to which the Improvements were originally constructed and in accordance with all applicable standards, restrictions, and provisions of this Master Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work, repair or construction shall be commenced within ninety (90) days after such damage or destruction and shall be

carried through diligently to conclusion. In the event ninety (90) days has passed and such work, repair or construction has not commenced or if such work is not diligently completed within a reasonable period of time, the Association shall have the right and easement to make the election set forth in Section 7.1.3.(a) and to perform such work, repair or reconstruction and shall have an easement to enter a Unit for such purposes, provided fourteen (14) days have passed after demand in writing by the Association to the Owner of such Property demanding such Owner make the election set forth in Section 7.1.3.(a) and commence or continue such work, repair or construction and such Owner has not made such election and has not commenced or recommenced such work, repair or construction. The Association may charge a Specific Assessment against the Unit to the extent any insurance proceeds collected by Association are insufficient to pay for such work, repair or reconstruction.

## 9. **COVENANT FOR ASSESSMENTS.**

9.1.Creation of Assessments. The Association is hereby authorized to levy assessments against each Unit for (a) Base Assessments to fund Common Expenses for the general benefit of all Units as described in Section 9.2; (b) Service Area Assessments for Service Area Expenses benefiting only Units within a particular Service Area as described in Section 9.3; (c) Special Assessments as described in Section 9.4; and (d) Specific Assessments as described in Section 9.6. Each Owner, by accepting a deed for any portion of the Property, is deemed to covenant and agree to pay these assessments. All assessments shall be levied and collected by the Association. If set forth in a Parcel Declaration, a use-specific association, such as a condominium or other owners' association, shall collect and remit all assessments by the Association against the Units in the Parcel to the Association. The Association may from time to time establish interest and late charges, subject to the limitations of Florida law, to be levied against a Unit in the event the Association does not receive assessment payments in a timely manner.

### 9.2.Budgeting and Allocating Common Expenses.

9.2.1. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 9.5.

9.2.2. The Association, through its Board, is hereby authorized to levy Base Assessments to fund the Common Expenses against all Non-residential and Residential Units. Each Parcel must pay a percentage share of the Base Assessments. There will be no Base Assessments levied for calendar year 2001. The Parcel Declaration shall state the number and type of Units to be contained within the Parcel. The Association is hereby authorized to levy assessments against each Unit as provided for in this Section 9 and elsewhere in the Master Declaration and the Bylaws. Unless otherwise stated in a Parcel Declaration, the obligation to pay assessments shall commence as to each Unit from and after the recording of the Parcel Declaration. Until the first day of the month following the earlier of: (i) the date which is twenty-four (24) months following recordation of the Deed conveying title to each Unit to the first owner other than the Declarant; or (ii) the date on which the first Improvements constructed on such Unit have been issued a certificate of occupancy by the County (which earlier date is

referred to herein as the “**Step Up Date**”), the Owner of such Unit is responsible for paying fifty percent (50%) of the Assessments that would otherwise be required to be paid for such Unit. After the Step Up Date, the Unit will thereafter pay one hundred percent (100%) of the Assessments allocated to such Unit. Each Unit’s share of the Base Assessments will be determined in accordance with the formula attached hereto as Exhibit “D” or as otherwise provided in a recorded Parcel or Supplemental Declaration. Units in any Additional Property will share in Base Assessments in the same manner unless otherwise provided in the Parcel Declaration. The Base Assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to or in excess of the total budgeted Common Expenses, including a capital contribution established to maintain reserves, as set forth in Section 9.5. In determining the total funds to be generated through Base Assessments, the Board, in its sole, absolute and unfettered discretion, may consider other sources of funds available to the Association. The Board shall take into account the number of Units subject to assessment under this Section 9.2 on the first day of the fiscal year for which the budget is prepared and may consider the number of Units reasonably anticipated to become subject to assessment during the fiscal year.

9.2.3. During Declarant’s Control Period, Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 9.9), which may be either a contribution or an advance against future assessments due from Declarant, in Declarant’s sole, absolute and unfettered discretion. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the Common Expense budget and shall be made known to the membership of the Association as part of the budget next published by the Association. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years unless otherwise provided in a written agreement between the Association and Declarant.

9.2.4. The Board shall cause a copy of the budget and notice of the amount of the Base Assessment for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year for which it is to be effective. Approval of the Budget shall be solely the responsibility and right of the Board.

9.2.5. If the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

9.2.6. Following the meeting, the Board shall provide a copy of the budget and notice of the assessments to be levied on each Unit. The Association shall include such assessment in its annual billing of Owners and shall be responsible for collecting all assessments.

### 9.3. Budgeting and Allocating Service Area Expenses.

9.3.1. The Board is hereby authorized to levy Service Area Assessments against all Units in a Service Area to fund Service Area Expenses benefiting such Service Area, to the extent authorized by this Master Declaration, the Bylaws, a Supplemental Declaration or a Parcel

Declaration applicable to such Service Area, or if so directed by petition signed by a majority of the Owners within the Service Area and Declarant. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Service Area Expenses for each Service Area on whose behalf Service Area Expenses are expected to be incurred during the coming year, including a capital contribution to establish and maintain a reserve fund in accordance with a budget separately prepared as provided for in Section 9.5. The Service Area Assessments are for additional services or a higher level of services provided by the Association, and in such case, any additional costs shall be added to such budget.

9.3.2. The Board shall cause a copy of the budget and notice of the amount of the Service Area Assessment to be levied on each Unit for the following year to be delivered to each Owner in the Service Area at least thirty (30) days prior to the beginning of the fiscal year for which it is to be effective. If the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Association shall include such assessment in its annual billing of Owners and shall be responsible for collecting all assessments.

9.3.3. A Unit's share of any Service Area Assessment shall be calculated as set forth in Exhibit "D" attached hereto, or in an applicable Parcel or Supplemental Declaration.

9.4.Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted or to establish and maintain capital reserve requirements as set forth in Section 9.5. Any such Special Assessment may be levied against all Owners, if such Special Assessment is for Common Expenses, or against the Units within a specific Service Area, if such Special Assessment is for Service Area Expenses. A Unit's share of any Special Assessment shall be calculated as set forth in Exhibit "D" attached hereto, or in an applicable Parcel or Supplemental Declaration.

9.5.Budgeting for Reserves. The Board shall annually prepare reserve budgets for both general and Service Area purposes which take into account the number and nature of replaceable assets maintained as a Common Expense or Service Area Expense, respectively, the expected useful life of each asset, and the expected repair or replacement cost of each asset. The Board shall set the required capital contribution in an amount sufficient to meet the projected needs of the Association, as shown on the budgets, with respect both to amount and timing by annual Base Assessments or Service Area Assessments, as appropriate, over the budget period.

9.6.Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Unit or Units constituting less than all Units within the Property, as follows:

9.6.1. to cover the costs, including reasonable overhead and administrative costs, of providing benefits, items, or services to the Unit or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, maid service, linen service, handyman service, pool cleaning, pest control, arrival and departure service, courier service,

etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner, and

9.6.2. to cover costs incurred in bringing the Unit into compliance with the terms of this Master Declaration, any applicable Supplemental Declaration, any applicable Parcel Declaration, the Bylaws or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their licensees, invitees, or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying a Specific Assessment under this Section 9.6.2.

9.6.3. The Association may also levy a Specific Assessment against any condominium, cooperative, timeshare or other owners' association, if any such associations are formed under a Parcel Declaration, pursuant to Section 4.2, to reimburse the Association for costs incurred in bringing any real property under the condominium or similar association's control into compliance with the provisions of the Master Declaration, any applicable Supplemental Declaration, the Parcel Declaration, the Articles, the Bylaws, and rules, provided the Board gives such homeowners association prior written notice and an opportunity to be heard before levying any such assessment.

9.6.4. A Unit's share of any Specific Assessment shall be calculated as set forth in Exhibit "D" attached hereto, or in an applicable Parcel or Supplemental Declaration.

#### 9.7. Authority to Assess Owners; Time of Payment.

9.7.1. The Association is hereby authorized to levy assessments against each Unit as provided for in this Section 9 and elsewhere in the Master Declaration and the Bylaws. The first annual Base Assessment and Service Area Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

9.7.2. Assessments shall be paid in such manner and on such dates as the Association may establish. If the Association so elects, assessments may be paid in two (2) or more installments. Unless the Association otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit or any installment, the Association may require any unpaid installments of all outstanding assessments to be paid in full immediately.

9.8. Timeshare Association's Responsibility. When any portion of the Property has been declared as timeshare property, all Assessments shall be a common expense of the timeshare plan. In such event, the timeshare association established in a Parcel Declaration shall be responsible for the collection of the Base Assessments, Service Area Expenses, Special Assessments and, unless otherwise set forth in the Parcel Declaration, Specific Assessments for all Units contained in the association. The timeshare association shall be responsible for collecting and remitting the share of the Base Assessments, Service Area Expenses, Special Assessments and, unless otherwise set forth in the Parcel Declaration, Specific Assessments, due

from the members of the respective owners' association, together with applicable interest, late charges and costs of collection (including costs and reasonable attorneys' fees, paralegals' fees and other professionals' fees). The timeshare association's collection of the Base Assessments, Service Area Expenses, Special Assessments, and Specific Assessments shall occur in the same manner and at the same time as it collects other expenses or assessments from its members pursuant to its Parcel Declaration. The timeshare association may utilize all provisions of its respective Parcel Declarations and exhibits that pertain to the collection of the expenses or assessments related to the timeshare property. While each member of the owners' association shall be responsible for the payment of his/her share of the Base Assessments, Service Area Expenses, Special Assessments and Specific Assessments, the failure of any member to pay their share of the Assessments shall not relieve the owners' association from the obligation to timely pay the entire amount of the Assessments due from the members of the timeshare association. The proportion of any such association's Base Assessments and Service Area Expenses shall be set forth in the Parcel Declaration.

#### 9.9. Declarant's Option to Fund Budget Deficits.

9.9.1. Declarant may annually elect either to pay regular assessments on its unsold Units, or to pay the difference between the amount of assessments levied on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Declarant may make such election at any time prior to the end of the fiscal year for such fiscal year.

9.9.2. Regardless of such election, the Association shall have a lien against all Units owned by Declarant to secure Declarant's obligations under this Section 9, which lien shall have the same attributes and shall be enforceable in the same manner as the Association's lien against other Units under this Section 9. Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

9.9.3. The Association is specifically authorized to enter into subsidy contracts and contracts for "in kind" contribution of services, materials, or a combination of services and materials' with Declarant or other entities.

#### 9.10. Lien for Assessments.

9.10.1. All assessments authorized in this Section 9 shall constitute a lien against the Unit against which they are levied until paid. The lien shall also secure payment of interest, late charges, established from time to time by the Association (subject to the limitations of Florida law), costs and expenses of collection and enforcement (including costs and reasonable attorneys' fees, paralegals' fees and other professionals' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first priority mortgage of record held by an Institutional Mortgagee made in good faith and for value attaching prior to the day of the assessment or levy. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages on real property are foreclosed under Florida law.

9.10.2. No Owner may exempt himself/herself from liability for assessments by non-use of the Common Property, abandonment of his/her Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or Improvements, or from any other action it takes.

9.10.3. The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) no assessment shall be levied on it. The Association may sue for unpaid Assessments and costs without foreclosing or waiving the lien securing the same.

9.10.4. The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of a first priority mortgage held by an Institutional Mortgagee given in good faith and for value shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. An Institutional Mortgagee or other purchaser of a Unit who obtains title following foreclosure of such a mortgage shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall thereafter be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under this Section 9, including such acquirer, its successors and assigns.

9.10.5. If any condominium, cooperative, timeshare or other owners' association is created by a Parcel Declaration, such association shall be responsible for the administration and collection of that association's members' share of the Base Assessments, Service Area Expenses, Special Assessments, and for timeshare owners' associations Specific Assessments, together with applicable interest, late charges and costs of collection (including costs and reasonable attorneys' fees, paralegals' fees and other professionals' fees). If such condominium, cooperative or timeshare owners' association does not timely remit such assessments to the Association, the Association may secure a lien against the condominium, cooperative or timeshare property and any real and personal property, owned by such condominium, cooperative or timeshare owners' association. The condominium, cooperative or timeshare owners' association may utilize all provisions provided in the condominium declaration, cooperative or timeshare instrument, or exhibits thereto which pertain to the assessment and collection of any common expenses of the condominium, cooperative, timeshare or other owners' associations when collecting the Base Assessments, Service Area Expenses, Special Assessments or Specific Assessments payable under this Master Declaration.

9.10.6. The lien right created in this Master Declaration shall be for the benefit of the Association.

9.10.7. The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association or its designated agent setting forth whether such assessment has been paid. Such certificate shall be

conclusive evidence of payment. The Association may require the advance payment of a processing fee for the issuance of such certificate.

9.11. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Service Area Assessments on the same basis as during the last year for which an assessment was levied, if any, until a new assessment is made, at which time the Association may retroactively assess any difference.

9.12. Exempt Property. The following Property shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments:

9.12.1. all Common Property;

9.12.2. any portion of the Property dedicated to and accepted by Governmental Authority or public utility, including any CDD; and

9.12.3. any portion of the Property owned by a condominium, cooperative, timeshare or other owners' association for the common use and enjoyment of its members, or owned by the members of such an association as tenants-in-common.

## 10. USE AND CONDUCT.

### 10.1. Rulemaking Authority.

10.1.1. Initial Use Restrictions and Rules set forth in Exhibit "G" of this Master Declaration are applicable to the Property. Subject to the terms of this Section 10.1, the Board may, but shall not be required to, authorize variances from compliance with the Use Restrictions and Rules, when circumstances such as hardship, warrants such variance, as it may determine in its sole, absolute and unfettered discretion. Such variances shall be granted only when, in the sole judgment of the Board, unique circumstances exist, and such a variance will not conflict with the Community-Wide Standard. No Developer or Owner shall have an absolute right to demand or obtain a variance.

10.1.2. An Owner must request a variance from the Use Restrictions and Rules in writing to the Board, at least sixty (60) days prior to the annual meeting date, as set forth in the Bylaws. Upon notification of a variance request, the Board must provide notice of a variance request to all Owners within one hundred and fifty feet (150') of the Unit requesting a variance. The notice of a variance request must be provided to the Owners no more than thirty (30), but not less than fifteen (15) days, prior to the Association's annual meeting. Variance requests, if any, shall be incorporated into the annual meeting's agenda, as provided in the Bylaws. The Board may consider the number of prior variances granted to a Unit, as part of the variance review process.

10.1.3. No variance shall be effective unless in writing by the Board, or estop the Board from denying a variance in other circumstances. Variances granted under this Section 10.1.2 for purposes other than construction are subject to annual renewal. The reviewing entity reserves the right to deny or not renew any variance upon annual evaluation.

10.2. Owner's Acknowledgment and Notice to Purchasers. All Owners and occupants of Units are given notice that use of their Units is limited by the Use Restrictions and Rules as they may be set forth in this Section 10 and any Supplemental Declarations or Parcel Declarations. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Use Restrictions and Rules may change from time to time.

10.3. Protection of Owners and Others. Except as may be specifically set forth in this Master Declaration, any Supplemental Declaration or Parcel Declaration, neither the Board nor the Owners may adopt any rule in violation of the following provisions:

10.3.1. Equal Treatment. Similarly situated Owners and occupants shall be treated similarly; provided, the Use Restrictions and Rules may vary from Parcel to Parcel as may be set forth in a Parcel Declaration from time to time.

10.3.2. Signs and Displays. The rights of the Owners to display religious and holiday signs, symbols and decorations on their Units of the kinds normally displayed in or outside of residences located in residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions (including design criteria) for the purpose of minimizing damage and disturbance to other Owners and occupants. The following restrictions on signs shall apply to all Units within the Property unless otherwise stated, unless otherwise approved by the Association, or unless posted by Declarant or a Developer. All signs must meet the guidelines adopted by the Association. Each Unit may have posted, prior to initial occupancy of the Unit, a sign setting forth the Owner's name and the name of the architect and builder of the Unit, and by any Owner other than a Developer approved by Declarant, a sign indicating that the Unit is available for sale; provided, any such signs shall be removed at the time of initial occupancy. Except as provided in this Subsection 10.3.2, no signs, including "for sale" or "for lease" signs, may be posted on a Unit.

10.3.3. Household Composition. No rule shall interfere with the freedom of occupants of Units to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the basis of size and facilities of the Unit and its fair use of the Common Property.

10.3.4. Activities Within a Unit. No rule shall interfere with the lawful activities carried on within the confines of structures on Units, except that the Association may prohibit activities not normally associated with property restricted to residential or home office use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate

excessive noise or traffic, that create unsightly conditions visible outside the Unit, that block the views from other Units, or that create an unreasonable source of annoyance.

10.3.5. Pets. Only domestic pets or service animals, as that term is defined in the Americans With Disabilities Act, may be allowed within any Unit. No dangerous or violent animals are permitted. All animals shall be kept on a leash at all times when outside the Unit. Each Owner shall remove all waste from such animals from the Property. The Association may adopt rules designed to minimize damage and disturbance to other Owners and occupants, including reasonable rules requiring damage deposits, waste removal, leash controls, noise controls, occupancy limits based on size and facilities of the Unit and fair share use of the Common Property. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance.

10.3.6. Alienation. The Association shall not by rule impose any fee on the transfer of any Unit greater than an amount based on the costs to the Association of the transfer; however, this provision shall not preclude imposition of transfer or similar fees for the benefit of the Association or other entities pursuant to other recorded covenants.

10.3.7. Reasonable Rights to Develop. No rule or action by the Association or Board shall impede Declarant's right to develop the Property.

10.4. Real Estate Brokerage, Sales or Rental Office. Except as otherwise provided in this Section 10.4, no real estate brokerage, sales or rental office or other business that sells or rents any Unit may be located within the Property without the prior written consent of Declarant. Unless Declarant gives its prior written consent as required by the preceding sentence, Declarant, and any affiliate of Declarant, shall have the exclusive right to operate a real estate brokerage, sales or rental office within the Property.

## 11. **ENFORCEMENT.**

### 11.1. Compliance and Enforcement.

11.1.1. Every Owner and occupant of any Unit shall comply with the Governing Documents and any permits, licenses or other instruments that may be applicable to the Property from time to time. Subject to the terms of this Section 11, failure to comply shall be grounds for an action by the Association or Declarant to recover sums due, for damages or injunctive relief or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association pursuant to this Section 11 and in the Bylaws.

11.1.2. All remedies set forth in this Master Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, reasonable attorneys' and paralegals' fees and court costs reasonably incurred in such action.

11.1.3. The Association may impose sanctions for violations of the Governing Documents in accordance with procedures set forth in the Bylaws, including reasonable monetary fines and suspension of the right to vote and to use any recreational facilities within the Common Property. In addition, in accordance with the Bylaws, the Association may exercise self-help to cure violations, and may suspend any services it provides to the Unit of any Owner who is more than thirty (30) days' delinquent in paying any assessment or other charge due to the Association.

11.1.4. The Association may, but shall not be obligated to, take action: (a) to enforce any provision of the Governing Documents which the Board reasonably determines is inconsistent with Law, (b) with respect to any violation of the Governing Documents which the Board reasonably determines to be so minor or unobtrusive as not to be objectionable to a reasonable person; or (c) in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

11.2. Lessees, Occupants and Guests to Comply with Master Declaration, Articles and Bylaws - Effect on Non-Compliance. All lessees, occupants and guests shall be subject to the terms and conditions of the Governing Documents, as though such lessees, occupants or guests were Owners. Each Owner agrees to cause the Owner's lessees or the Owner's or lessee's occupants, guests, or other persons living with Owner or lessee to comply with the Governing Documents and is responsible and liable for all violations and losses caused by such lessees, guests or occupants, notwithstanding the fact that such lessees, guests, or occupants of the Unit are also fully liable for any violation of the Governing Documents. In the event that the Owner's lessees or the Owner's or lessee's occupants, guests, or other persons living with Owner or lessee violates a provision of the Governing Documents, the Board shall have the power to bring an action or suit against the lessee and the Owner to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

11.3. Hearing Tribunal. Acting in accordance with the provisions of this Master Declaration, the Bylaws, and any resolutions the Association may adopt, the Association shall appoint a hearing tribunal of no less than three (3) individuals who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The hearing tribunal shall address alleged infractions of the rules and regulations of the Association.

11.4. Hearing Procedure. The hearing tribunal shall not impose a fine, suspend voting, or infringe upon any other rights of an Owner or other occupant for violations of rules and regulations unless and until the following procedure is followed:

11.4.1. Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

11.4.1.(a) the alleged violation;

11.4.1.(b) the action required to abate the violation; and

11.4.1.(c) a time period which, except in emergency situations, shall not be not less than fourteen (14) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

11.4.2. Notices. At any time within twelve (12) months after such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the hearing tribunal or its delegate shall serve the violator with written notice of a hearing to be held by the hearing tribunal. The notice shall contain:

11.4.2.(a) the nature of the alleged violation;

11.4.2.(b) the time and place of the hearing, which time shall not be less than fourteen (14) days from the giving of the notice;

11.4.2.(c) an invitation to attend the hearing and produce any statement, evidence, and witness on their behalf; and

11.4.2.(d) the proposed sanction to be imposed.

11.4.3. Hearing. The hearing shall be held pursuant to the notice affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice.

11.4.4. Appeal. The Owner shall have the right to appeal the determination of the hearing tribunal to the Board following the procedures set forth in the Bylaws.

11.5. Sanctions. The Board may levy reasonable fines, not to exceed one hundred dollars (\$100.00) per violation. Such fines may be levied on the basis of each day of a continuing violation, not to exceed five thousand dollars (\$5,000.00) in the aggregate per Unit.

11.6. No Waiver. The rights of Declarant, any Owner or any Association under this Master Declaration shall be cumulative and not exclusive of any other right or available remedy. Declarant, any Owner's or any Association's pursuit of any one or more of the rights or remedies provided for in this Section 11 shall not preclude pursuit of any other right, remedy or remedies provided in this Master Declaration or any other right, remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination. Declarant's, any Owner's or the Association's pursuit of any one or more of its rights or remedies shall not constitute an election of remedies excluding the election of another right, remedy or other remedies, or a forfeiture or waiver of any right or remedy or of any damages or other sums

accruing to Declarant, such Owner or the Association by reason of any obligated person's failure to fully and completely keep, observe, perform, satisfy and comply with all of the covenants, restrictions and easements set forth in this Master Declaration. No action taken by or on behalf of Declarant, an Owner or the Association shall be construed to be an acceptance of a surrender of this Master Declaration. Declarant's, an Owner's or the Association's forbearance in pursuing or exercising one or more of its or their rights or remedies, or the failure of Declarant, an Owner or the Association to enforce any of the covenants, restrictions and easements set forth in this Master Declaration or to promptly pursue and exercise any right or remedy contained in this Master Declaration, shall not be deemed or construed to constitute a waiver of any other right or remedy or any waiver of the further enforcement for the provision or the exercise of the right or remedy that was the subject of the forbearance or failure. No waiver by Declarant, an Owner or the Association 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 Declarant, an Owner or the Association to pursue or exercise any of their respective powers, rights or remedies or to insist upon strict and exact compliance by any obligated person with this Master Declaration, and no custom or practice at variance with the terms of this Master Declaration, shall constitute a waiver by Declarant, such Owner or the Association of the right to demand strict and exact compliance with all terms and conditions of this Master Declaration. No termination of this Master Declaration shall affect Declarant's, an Owner's or the Association's right to collect any monetary amounts due to it for the period prior to termination.

## 12. **AMENDMENT.**

### 12.1. Amendments by Owners.

12.1.1. At any time after the end of Declarant's Control Period, the provisions, covenants, restrictions and easements set forth herein may be amended in accordance with this provision. Owners holding at least two-thirds (2/3) of the votes in the Association may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution to be recorded in the Public Records of Osceola County, Florida. A proposed amendment may be initiated by Declarant, the Board or by petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least ten (10) days, but not more than ninety (90) days, prior to a duly called meeting of the Association to discuss the proposed amendment. Voting Members representing two-thirds (2/3) of the total votes in the Association present in person or by proxy at the meeting is required for adoption, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate; provided, however, in the event that such amendment materially and adversely alters or changes any Owner's right to the use and enjoyment of his Unit of the Common Property as set forth in this Master Declaration, a Parcel Declaration or 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. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the Public Records of Osceola County, Florida.

12.1.2. During Declarant's Control Period, no amendment shall be made to this Master Declaration, any Supplemental Declaration, Parcel Declaration or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by Declarant.

12.2. Amendments by Declarant. During Declarant's Control Period, Declarant may amend this Master Declaration, the Articles or the Bylaws by an instrument in writing filed in the Public Records of Osceola County, Florida (referred to herein as a "**Supplemental Declaration**"), 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 this 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 this Master Declaration, a Parcel Declaration or 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 addition of additional Units in a Parcel pursuant to the Approved Parcel Plans or approved modifications to the Approved Parcel Plans be considered to materially or adversely affect any Owner's rights; (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; (iii) in the event that such amendment materially and adversely impacts the cost to a Developer to construct or sell Improvements, changes a Parcel's primary permitted use, materially and adversely impairs the Developer's right or ability to obtain utilities or access, or materially and adversely changes the density within a Developer's Parcel, such amendment shall be valid only upon the written consent thereto by the impacted Developer which consent shall not be unreasonably withheld; and (iv) in the event that such amendment also is an amendment to the Bylaws, the amendment will be subject to the applicable non-variable provisions of Sections 720.301 - 720.312, Florida Statutes and said Bylaws. Any amendment made pursuant to this Section 12.2 shall be certified by Declarant as having been duly approved by Declarant, 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 as are permitted by this Section 12.2 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Master Declaration or any other instruments relating to the Property (a) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which shall be in conflict therewith, (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any of the Property, (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable

such lender or purchaser to make or purchase mortgage loans on any of the Property, or (d) if any such amendment is necessary to enable any Governmental Authority or reputable private insurance company to insure mortgages on any of the Property. A Supplemental Declaration may amend this Master Declaration as to all of the Property or as to any portions of the Property.

13. **DURATION AND TERMINATION.**

13.1 This Master Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80%) of the Owners and their first mortgagees agreeing to terminate this Master Declaration; provided, however, during Declarant's Control Period, no such termination will be effective without the written consent and joinder of Declarant.

13.2 Termination of the Master Declaration shall not terminate any easements granted by the Declarant in this Master Declaration.

13.3 This Master Declaration shall be enforceable by Declarant, the Association, any Owner, and their respective successors and assigns, and unless terminated as provided above, shall have duration to the fullest extent allowed by Florida law as of the date of this Master Declaration. If Florida law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Master Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each, unless terminated as provided above. Notwithstanding the above, so long as Florida law recognizes the rule against perpetuities, if any of the provisions of this Master Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

14. **REUNION CLUB PROPERTY.**

Any property hereafter designed as Reunion Club Property will be owned and controlled by the Reunion Club Property Owner and will not be included in Common Property. OWNERSHIP OF A PARCEL OR UNIT DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE REUNION CLUB PROPERTY, AND DOES NOT GRANT ANY OWNERSHIP OR EQUITY INTEREST IN THE REUNION CLUB OR THE REUNION CLUB PROPERTY. THERE IS NO GUARANTY, REPRESENTATION OR WARRANTY THAT ANY REUNION CLUB PROPERTY WILL BE CONSTRUCTED OR WILL EXIST IN THE FUTURE. IF THE OWNER OF THE REUNION CLUB PROPERTY ELECTS TO OFFER MEMBERSHIP OR OTHER RIGHTS IN THE REUNION CLUB TO ANY OWNER, THE OWNER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE REUNION CLUB PROPERTY SHALL BE EXCLUSIVELY SET FORTH IN SUCH AGREEMENTS AS THE REUNION CLUB OWNER AND ANY OWNER MAY ENTER INTO FROM TIME TO TIME.

15. **MISCELLANEOUS.**

15.1. Notice. Any notice, demand, request, consent, approval, designation, or other communication made pursuant to this Master Declaration by one Owner to another Owner shall include a copy to the Declarant and to the Association at its principal office, shall be in writing and shall be given or made or communicated by personal delivery (including courier service), by United States registered or certified mail, return receipt requested, by Federal Express or other parcel delivery service, facsimile or e-mail, addressed to the Owner at the address, if noted, of the grantee in the last recorded deed to the Unit or to such other address as an Owner provides in a notice stating the change and setting forth the new address. Any notice, demand, request, consent, approval or designation shall be sent as above provided and be deemed to have been given, made, received and communicated, as the case may be, if by personal delivery, when actually delivered as evidenced by signed receipt, or in the case of mailing, on the date which is three (3) business days following the date the same was deposited in the United States Mail in conformity with the above requirements.

Initial mailing addresses for the following Owners shall be:

To Declarant:                      Ginn – LA Orlando II, LLLP  
  c/o The Ginn Company  
  5401 Kirkman Road, Suite 500  
  Orlando, FL 32819  
  Attn: Jim Cooper

With a copy to:                      BAKER & HOSTETLER LLP  
  SunTrust Center, Suite 2300  
  200 South Orange Avenue  
  Post Office Box 112  
  Orlando, Florida 32802-0112  
  Attn: William C. Guthrie, Esq.

15.2. Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

15.3. Severability. The invalidation of any provision or provisions of this Master Declaration shall not affect or modify any one of the other provisions that shall remain in full force and effect.

15.4. Headings. The Section headings of this Master Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Master Declaration.

15.5. Governing Law; Waiver of Jury Trial; Venue. This Master Declaration shall be governed by, and shall be construed in accordance with, the laws of the State of Florida. Declarant, any Owner, Association and all other persons who may acquire any right, title,

interest, lien or encumbrance in or to all or any part of the Property subsequent or subordinate to this Master Declaration waive any right any of them may now or hereafter have under applicable Law to a trial by jury with respect to any suit or legal action which may be commenced by any of them against any of the others concerning the interpretation, construction, validity, enforcement or performance of this Master Declaration or any other agreement or instrument executed in connection with this Master Declaration. If any such suit or legal action is commenced by any of them, each of them agrees, consents and submits to the personal jurisdiction of the Circuit Court of the Ninth Judicial Circuit of Florida in and for Osceola County, Florida, with respect to such suit or legal action, and each of them also consents and submits to and agrees that venue in any such suit or legal action is proper in said court and county, and each of them waives any and all personal rights under applicable Law or in equity to object to the jurisdiction and venue in said court and county. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

15.6. Force Majeure. If the performance by any person obligated under this Master Declaration (excluding monetary obligations) is limited, delayed or prevented in whole or in part by applicable Law or action adopted or taken by any Governmental Authority, and not attributable to an act or omission of said party, or by any Acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, said person shall be excused, discharged and released of performance to the extent and during such period as such performance or obligation (excluding any monetary obligation) is so limited, delayed or prevented by such occurrence without liability of any kind.

15.7. Merger or Consolidation. Upon a merger or consolidation of the Association with another association, the property, rights and obligations of the Association may, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the property, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger or consolidation. The surviving or consolidated association may administer the covenants, restrictions and easements established by this Master Declaration and any Supplemental Declaration within the Property, together with the covenants, restrictions and easements established upon any other properties, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants, restrictions and easements established by this Master Declaration or any Supplemental Declaration within the Property.

15.8. Assignments. Declarant shall have the sole and exclusive right at any time to transfer and assign to any person, firm or corporation, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by Declarant or any obligation imposed upon Declarant by any part, section or paragraph of this Master Declaration as to all or a portion of the Property. Such transfer or assignment shall be evidenced by a writing, such as a memorandum of Ground Lease or a deed of conveyance from Declarant to a successor in title to all or a portion of the Property, recorded in the Public Records of Osceola County, Florida, which such writing shall specifically indicate Declarant's intent to transfer and assign any or all

rights, powers, easements, privileges, authorities and reservations given to or reserved by Declarant or any obligation imposed upon Declarant hereunder.

15.9. No Representations. Each Owner shall inspect and examine the Property and shall not rely on any representations or warranties as to the condition of the Property (except with respect to any express representations or warranties that Declarant may provide in a writing signed by Declarant authorizing reliance). Prior to the commencement of any construction on the Property, an Owner shall conduct such tests of the subsurface and soil conditions as the Owner may deem necessary or desirable to ascertain the existence of any hazards as well as the suitability of the Property for the contemplated development and shall furnish such fill and take such other steps as may be required prior to the commencement of construction, all in accordance with applicable Laws. Declarant shall not have any liability because of, or as a result of, the existence (either upon the commencement of the term of this Master Declaration or at any time during the term) of any subsurface or soil or hazardous condition, either at the Property or land adjacent thereto, which might affect an Owner's construction or otherwise cause an Owner or any person claiming by, through or under an Owner to suffer or incur any damage, loss, fine, penalty, liability, cost or expense.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

**“Declarant”**

**GINN-LA ORLANDO II, LLLP**, a Georgia limited liability limited partnership

By: **GINN-ORLANDO GP, LLC**, a Georgia limited liability company, its sole general partner.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA        )  
  ) SS.  
COUNTY OF OSCEOLA    )

The foregoing instrument was acknowledged and executed before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_, as \_\_\_\_\_, of GINN-ORLANDO GP, LLC, a Georgia limited liability company, as General Partner of GINN-LA ORLANDO II, LLLP, a Georgia limited liability limited partnership, on behalf of the partnership. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Notary Name Printed)

NOTARY PUBLIC

Commission No. \_\_\_\_\_

(NOTARY SEAL)

**EXHIBIT "A"**

LEGAL DESCRIPTION OF PROPERTY

**EXHIBIT "A"**

**EXHIBIT "B"**

ARTICLES OF INCORPORATION OF ASSOCIATION

**EXHIBIT "B"**

**EXHIBIT "C"**

BYLAWS

**EXHIBIT "D"**

## EXHIBIT "D"

### ASSESSMENT FORMULA (RESIDENTIAL AND NON-RESIDENTIAL UNITS)

1. Unless otherwise provided in a Parcel or Supplemental Declaration, all Residential Units subject to this Declaration shall be allocated one "Assessment Unit".
2. All Non-Residential Units utilized as hotel rooms shall be allocated one half (1/2) of an Assessment Unit for each separately keyed room and no additional assessments shall be allocated to support facilities (e.g., "back of house" maintenance, garages, etc.). Restaurant and recreational facilities in hotels shall be separately allocated assessments in the same manner as non-hotel related retail and other commercial Non-Residential Units unless such restaurant facilities are not open to the public but are only available to hotel guests.
3. All other Non-Residential Units shall be allocated one (1) Assessment Unit for each 2000 sq. ft. of Improvements; provided, however that auditoriums and exhibition space ancillary to hotels shall be allocated one (1) Assessment Unit for every 10,000 sq. ft. of Improvements. Fractional Assessment Units shall be allocated for Improvements that contain area in excess of an Assessment Unit multiplier (e.g., a Non-Residential Unit containing 3000 sq. ft. shall be allowed one and one half (1 ½) Assessment Units. Ancillary support facilities (e.g., garages housing cars and other vehicles, storage sheds, etc.) shall not be allocated any Assessment Units but facilities constructed primarily for the business of storage of vehicles (e.g., parking garages not ancillary to another facility like a hotel) shall be treated as Improvements subject to assessments. Any Improvements owned or leased to the Association or the CDD shall be exempt from assessments. If a portion of an Improvement is so utilized, only that portion of the Improvement shall be exempt from Assessments.
4. To determine a Unit's share of Base Assessments, Service Area Assessments, Special Assessments or Additional Assessments, the total number of Assessment Units allocated to Units which are subject to such assessment shall be divided into the total amount of such Assessment to determine the "Assessment per Assessment Unit". Then, for any individual Unit, such Unit's share of such assessment shall be equal to the number of Assessment Units allocated to such Unit multiplied by the Assessment per Assessment Unit.
5. For purposes of this Exhibit, an Improvement shall only include buildings, structures and other similar enclosed physical improvements and shall not include roads, paved areas, swimming pools, golf courses and other similar "outdoor" facilities.

**EXHIBIT "E"**

COMMON PROPERTY AND EXCLUSIVE COMMON PROPERTY

**EXHIBIT "E"**

There is no Common Property or Exclusive Common Property at the time of the initial recordation of this Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort and Club or Orlando.

**EXHIBIT "F"**

**SURFACE WATER MANAGEMENT PERMIT**

**EXHIBIT "G"**

## EXHIBIT "G"

### INITIAL USE RESTRICTIONS AND RULES

#### Initial Use Restrictions and Rules

The following restrictions shall apply to all of the Property until such time as they are amended, modified, repealed, or limited by rules of the Association adopted pursuant to Section 10 of the Master Declaration.

1. General. The Property shall be used for commercial, residential, hotel, timeshare, recreational and related purposes (which may include, without limitation, an information center and/or sales office for any real estate broker retained by Declarant to assist in the sale of the Property, offices for any property manager retained by the Association or a CDD or business offices for Declarant or the Association or a CDD consistent with this Declaration and any Supplemental or Parcel Declaration).

2. Restricted Activities. The following activities are prohibited within the Property unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of commercial vehicles or equipment, mobile homes, boats, trailers, or stored or inoperable vehicles in places other than enclosed garages or parking areas designated by the Board; provided, the Board may adopt reasonable regulations regarding guest and commercial parking;

(b) Raising, breeding, or keeping of animals, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit subject to such additional rules as may be adopted by Declarant for the Property or any portion thereof, which rules may prohibit all pets or specific types of animals. Any pet that the Board in its sole, absolute and unfettered discretion determines to be a nuisance shall be removed from the Unit upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet;

(c) Any activity or condition that interferes with the reasonable enjoyment of any part of the Property or that detracts from the overall appearance of the Property;

(d) Subdivision of a Unit into two (2) or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and filed in the Official Records of Osceola County, except that Declarant, a Developer subject to Declarant's approval, and any person or entity expressly authorized in writing by Declarant, shall be permitted to subdivide or replat Units which it owns;

(e) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(f) Operation of golf carts within the Property, except on any golf courses and cart paths designated for such purpose. The foregoing restrictions shall be inapplicable to "Neighborhood Electric Vehicles" otherwise authorized for use within the Property by the County;

(g) Conducting, participating in, or holding of any events, functions or programs that involve games of chance, raffles, gambling, wagering, betting, or similar activities where the participants pay money or give other valuable consideration for the opportunity to receive monetary or other valuable consideration; provided, however, that the foregoing is not intended to bar the occasional use of the interior of a residential dwelling on the Property for the activities described in this Subsection 2(g) so long as such use is either: (i) in conjunction with fundraising activities for a non-profit or charitable organization, or (ii) is a private, social, non-commercial activity and the provisions of this Subsection 2(g) shall be inapplicable to Reunion Club Property if such activities are otherwise permitted under applicable law;

(h) Any business, trade, or similar activity in a Residential Unit, except as provided in the Master Declaration, and except that an Owner or occupant residing in a Residential Unit may conduct "discrete business activities" within the Residential Unit so long as the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residential Unit; the business activity does not involve regular visitation of the Residential Unit or door-to-door solicitation of residents of the Property; and the business activity is consistent with the residential character of the Property and does not violate these Use Restrictions and Rules. Examples of "discrete business activities" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board may restrict any business activities in Residential Units that it determines interfere with the use and enjoyment of the Property in its sole, absolute and unfettered discretion. For purpose of this Subsection 2(h):

(i) The leasing of a Residential Unit shall not be considered a business or trade within the meaning of this Subsection (2)(h)(i); and

(ii) This Subsection 2(h)(ii) shall not apply to any activity conducted by Declarant or a Developer or builder approved by Declarant with respect to its development and sale of portions of the Property or its use of any Residential Units which it owns within the Property, including the operation of a timeshare, cooperative or similar program; and

(iii) Garage sales, rummage sales, or similar sales shall be considered a business or trade within the meaning of this Subsection 2(h) and are prohibited; and

(iv) Notwithstanding anything to the contrary in this Master Declaration, Declarant and any Developer approved by Declarant may utilize one or more Residential Units as a show house or model home. Furthermore, Declarant and any approved

Developer may utilize one or more Residential Units as a sales office for homes being constructed within the Property; and

(i) Any modifications to existing construction or landscaping, or exterior additions to Units, except pursuant to Section 5 of the Master Declaration.

3. Prohibited Conditions. The following shall be prohibited within the Property:

(a) Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind unless completely contained within the dwelling on the Unit so as not to be visible from outside the dwelling or unless otherwise approved pursuant to Section 5 of the Master Declaration, except that one such apparatus measuring no more than twenty-four (24") inches in diameter may be placed on a Unit unless the Board of Directors disapproves or the reviewing entity under Section 5 of the Master Declaration determines that the apparatus is aesthetically incompatible with the surrounding structure or environment. Notwithstanding the foregoing, Declarant, the Association or their respective designees shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Property.

4. Signs. The following restrictions on signs shall apply to all Residential Units within the Property unless otherwise stated, unless otherwise approved by the Board of Directors, or unless posted by Declarant or a Developer. All signs must meet the guidelines adopted by the Board of Directors.

(a) Each Residential Unit may have posted, prior to initial occupancy of the Residential Unit, a sign setting forth the Owner's name and the name of the architect and builder of the Unit and by any Owner other than a Developer approved by Declarant, a sign indicating that the Residential Unit is available for sale; provided, any such signs shall be removed at the time of initial occupancy.

(b) Except as provided in Subsection 4(a) above no signs, including "for sale" or "for lease" signs, may be posted on a Residential Unit.

(c) Declarant or any approved Developer may post "model home" or similar signs on a Residential Unit containing model homes open to the public prior to initial occupancy of the Residential Unit.

(d) No other signs, except those required by law, including posters, circulars, and billboards, may be posted on any Residential Unit so as to be visible from outside the Residential Unit; provided, however, Declarant and Developers shall be entitled to post signs without Board approval.

5. Window Coverings.

(a) Unless the Board of Directors otherwise agrees, the only acceptable window coverings that may be affixed to the interior of any windows visible from any street, alley or other portion of the Property are drapes, blinds, shades, shutters and curtains.

(b) No window tinting or reflective coating may be affixed to any window that is visible from any street, alley or other portion of the Properties, without the prior approval of Declarant (or the Board of Directors, if Declarant hereafter elects to delegate such approval responsibility to the Association). No mirrored coatings will be permitted.