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Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: WALT DISNEY WORLD CO



AMENDED AND RESTATED

MASTER DECLARATION OF COVENANTS,

CONDITIONS, RESTRICTIONS AND OBLIGATIONS

FOR

GOLDEN OAK

[FORMERLY NORTHEAST RESORT PARCEL]

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AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS FOR GOLDEN OAK [FORMERLY NORTHEAST RESORT PARCEL]

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS FOR GOLDEN OAK (this "**Master Declaration**", as further defined below) is made this 20th day of September, 2010 (the "**Effective Date**"), by **WALT DISNEY PARKS AND RESORTS U.S., INC.** (formerly known as WALT DISNEY WORLD CO.), a Florida corporation, whose post office address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830 ("**Declarant**", as further defined below).

RECITALS:

A. Declarant has recorded that certain Master Declaration of Covenants, Conditions, Restrictions and Obligations for Northeast Resort Parcel in Official Records Book 9745, Page 8186, et. seq., of the Public Records of Orange County, Florida ("**Original Master Declaration**").

B. Effective as of February 1, 2009, Declarant changed the name of the Project (defined below) from "Northeast Resort Parcel" to "Golden Oak."

C. Effective as of February 10, 2009, the Non-Residential Association (defined below) changed its name from "Northeast Resort Parcel Non-Residential Association, Inc." to "Golden Oak Non-Residential Association, Inc."

D. Effective as of March 29, 2009, Declarant changed its name from "Walt Disney World Co." to "Walt Disney Parks and Resorts U.S., Inc."

E. As of the Effective Date of this amended and restated Master Declaration, all the Property (defined below) is owned by Declarant, except for: (i) the Hotel Parcel (defined below) which is owned by FS Orlando, LLC, a Delaware limited liability company, pursuant to that certain Special Warranty Deed recorded in Official Records Book 9745, Page 8651, of the Public Records of Orange County, Florida; (ii) the Fractional Parcel (defined below) which is owned by FS Orlando Residential, LLC, a Delaware limited liability company, pursuant to that certain Special Warranty Deed recorded in Official Records Book 9745, Page 8663, of the Public Records of Orange County, Florida; (iii) the Golf Parcel (defined below) which is owned by FS Orlando Golf, LLC, a Delaware limited liability company, pursuant to that certain Special Warranty Deed recorded in Official Records Book 9745, Page 8670, of the Public Records of Orange County, Florida; and (iv) that portion of the Property described on Exhibit "D-1" attached hereto and incorporated herein by this reference, which is owned by Golden Oak Development, LLC, a Florida limited liability company, pursuant to that certain Special Warranty Deed recorded in Official Records Book 9924, Page 7204, of the Public Records of Orange County, Florida.

F. Golden Oak Development, LLC is an Affiliate (defined below) of Declarant.

G. Declarant desires to amend and restate the Original Master Declaration as hereinafter provided, and each of FS Orlando, LLC, FS Orlando Residential, LLC, FS Orlando Golf, LLC, and Golden Oak Development, LLC, desire to provide its respective written consent and approval to such amended and restated Master Declaration as evidenced by its Joinder and Consent attached hereto and incorporated herein by reference.

THIS AMENDED AND RESTATED MASTER DECLARATION SHALL AMEND AND RESTATE THE ORIGINAL MASTER DECLARATION, AND THIS AMENDED AND RESTATED MASTER DECLARATION SHALL SUPERCEDE AND REPLACE THE ORIGINAL MASTER DECLARATION IN ITS ENTIRETY.

1. CREATION OF THE COMMUNITY.

1.1. Purpose and Intent.

1.1.1. By the recording of this Master Declaration, Declarant intends to create a general plan of development for the Property as a master planned community (the "**Project**"). Declarant also intends, by the recording of this Master Declaration, to subject: (i) all of the Property to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration, (ii) the Additional Southeast Property (defined below) to the scope, encumbrance, operation and effect of only those provisions of Articles 2.12, 2.13, 2.56, 2.163.23, 4.2 and 7.14 of this Master Declaration (together, but solely for the purposes of understanding the meaning of any defined term, with any defined term referenced in or by such Articles); and (iii) the Additional Southwest Property (defined below) to the scope, encumbrance, operation and effect of only those provisions of Articles 2.14, 2.15, 2.56, 2.163.23, 2.163.24, 4.2 and 7.14 of this Master Declaration (together, but solely for the purposes of understanding the meaning of any defined term, with any defined term referenced in or by such Articles). This Master Declaration provides a flexible and reasonable procedure for the future expansion of the Property to include such Additional Property (defined below), or portions thereof, as Declarant deems appropriate, for purposes of subjecting such Additional Property to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration. This Master Declaration also provides for the overall development, improvement, administration, maintenance, preservation and enhancement of the Property and Additional Property, now and hereafter, comprising the Project.

1.1.2. Declarant intends that the Property be initially comprised of certain Common Property (defined below), the Wetlands Property (defined below) and the Parcels (defined below) consisting of the Access Road Parcel, Additional Residential Parcel, Disney Parcel, Fractional Parcel, Golf Parcel and Hotel Parcel (all as defined below), which Parcels may be further subdivided as provided in and subject to the terms and conditions set forth in this Master Declaration. Declarant reserves the right to annex the Additional Property, or portions thereof, into the Property pursuant to one or more Supplemental Declarations (defined below) in accordance with the annexation procedure set forth in Article 3.3 of this Master Declaration, for the purpose of subjecting such Additional Property to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration. Each Parcel is intended to be

developed, used, maintained and operated in accordance with the terms and conditions of this Master Declaration and any applicable Supplemental Declaration and Parcel Declaration (defined below), including, but not limited to, the Permitted Use and any First-Class Standard (both defined below) applicable to such Parcel. Declarant and the Non-Residential Association (defined below) shall have the rights, duties and obligations set forth in this Master Declaration and any applicable Parcel Declaration; including, but not limited to, certain enforcement, assessment and lien rights against the Owners (defined below), Parcels and Units (defined below) as more particularly described in this Master Declaration and any applicable Parcel Declaration. Among other rights, duties and obligations, the Non-Residential Association shall be charged with operating, maintaining, repairing and replacing the Areas of Association Responsibility (defined below) and levying Charges (defined below) and other assessments against the Parcels and Units to fund the Non-Residential Association's operation, maintenance, repair and replacement activities and reserves therefor. Charges shall initially be levied against each Parcel; *provided, however*, that Project Maintenance Charges, Residential Maintenance Charges, Project Special Charges and Residential Special Charges levied against the Additional Residential Parcel and, the Additional Property, or portions thereof, annexed and subjected to the full scope, encumbrance, operation and effect of this Master Declaration, shall be equally apportioned to and levied against all Units within such portions of the Property in accordance with this Master Declaration, unless specifically provided to the contrary in one or more applicable Supplemental Declaration(s) or Parcel Declaration(s) approved by Declarant in its sole, absolute and unfettered discretion. Membership in the Non-Residential Association shall be strictly limited to the Members (defined below) and no Owner of a Unit (or Fractional Interest (defined below) therein) or Parcel shall be a member of the Non-Residential Association by virtue of ownership of such Unit (or Fractional Interest therein) or Parcel. Notwithstanding that membership in the Non-Residential Association is limited to the Members, the Non-Residential Association shall have the right to levy the Charges and other assessments and enforce lien rights against the Owners and such Owner's property for the purposes set forth in this Master Declaration, and any applicable Supplemental Declaration and Parcel Declaration. Notwithstanding anything in this Master Declaration, any Parcel Declaration or any Supplemental Declaration to the contrary, neither the Hotel Parcel, Fractional Parcel or Golf Parcel, nor the Owners of the Hotel Parcel, Fractional Parcel or Golf Parcel, shall be responsible or liable for Residential Maintenance Charges (defined below) or Residential Special Charges (defined below).

1.1.3. It is the intent of Article 1.1.2. to set forth Declarant's initial intentions regarding the development, use, operation and maintenance of the Property, and Article 1.1.2. is in no manner intended to limit Declarant's right to modify, amend or supplement the terms and conditions of this Master Declaration and to change the development, use, operation and maintenance of the Property, or any portion thereof, from time to time as provided in this Master Declaration. In the event of any inconsistency or conflict between the terms and conditions of Article 1.1.2. and any other provision of this Master Declaration to the contrary, the terms and conditions of such other provision of this Master Declaration shall control.

1.2. Governing Documents. The Governing Documents (defined below) create a general plan of development for the Project that may be supplemented by additional covenants, restrictions, easements and agreements applicable to the Property or to particular areas within the

Property. 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 the Property, the Governing Documents shall control (except as otherwise noted in the Governing Documents). Nothing in this Article 1.2 precludes any Supplemental Declaration, Parcel Declaration, Amendment (defined below) or other recorded covenants, restrictions and easements applicable to any portion of the Property from containing more restrictive or express provisions than this Master Declaration and, in such case, the more restrictive or express provisions shall control.

1.3. Declarant Control. The Property is adjacent or in close proximity to the WALT DISNEY WORLD® Resort Complex (defined below) which is owned, operated and/or controlled by Declarant and/or Declarant's Affiliates, and Declarant desires to provide for the preservation and enhancement of the desirability and attractiveness of the Property to ensure that any Improvements (defined below) that may be developed on the Property will be designed, constructed and at all times used, operated, managed and maintained in conformity with the overall theme, concept, atmosphere and extraordinarily high standards of quality which have come to be known and expected at the WALT DISNEY WORLD® Resort Complex and to ensure the integration with and enhancement and support of the Property within the surrounding larger development constituting the WALT DISNEY WORLD® Resort Complex. **SUBJECT TO THE TERMS AND CONDITIONS OF THIS MASTER DECLARATION, EACH OWNER BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY ACKNOWLEDGES AND AGREES THAT (I) SUCH OWNER AND THE OWNER'S PROPERTY SHALL BE SUBJECT TO THE JURISDICTION OF THE NON-RESIDENTIAL ASSOCIATION, (II) THE DISNEY PARCEL OWNER AND HOTEL PARCEL OWNER (AND, IF APPLICABLE, THE GOLF PARCEL OWNER) (ALL DEFINED BELOW), AS PROVIDED IN THIS MASTER DECLARATION, ARE THE SOLE MEMBERS OF THE NON-RESIDENTIAL ASSOCIATION, (III) IT IS THE EXPRESS INTENT OF THIS MASTER DECLARATION THAT NO OTHER OWNER OF A UNIT (OR FRACTIONAL INTEREST THEREIN) OR PARCEL SHALL BE A MEMBER OF THE NON-RESIDENTIAL ASSOCIATION BY VIRTUE OF THE OWNERSHIP OF SUCH UNIT (OR FRACTIONAL INTEREST THEREIN) OR PARCEL, (IV) NOTWITHSTANDING THAT SUCH OWNER IS NOT REPRESENTED IN THE NON-RESIDENTIAL ASSOCIATION, THAT SUCH OWNER SHALL BE RESPONSIBLE AND LIABLE FOR CHARGES AND OTHER ASSESSMENTS LEVIED AGAINST SUCH OWNER'S PARCEL OR UNIT (OR FRACTIONAL INTEREST THEREIN) BY THE NON-RESIDENTIAL ASSOCIATION AND THAT SUCH OWNER'S PARCEL OR UNIT (OR FRACTIONAL INTEREST THEREIN) SHALL BE SUBJECT TO CERTAIN LIEN RIGHTS SET FORTH IN THIS MASTER DECLARATION, (V) NOTWITHSTANDING ANYTHING IN THIS MASTER DECLARATION, ANY PARCEL DECLARATION OR ANY SUPPLEMENTAL DECLARATION TO THE CONTRARY, RESIDENTIAL MAINTENANCE CHARGES AND RESIDENTIAL SPECIAL CHARGES SHALL NOT BE LEVIED AGAINST THE HOTEL PARCEL, FRACTIONAL PARCEL OR GOLF PARCEL AND THE OWNERS OF THE HOTEL PARCEL, FRACTIONAL PARCEL AND GOLF PARCEL SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR PAYING RESIDENTIAL MAINTENANCE CHARGES OR RESIDENTIAL SPECIAL CHARGES, (VI) THE NON-**

RESIDENTIAL ASSOCIATION WILL NOT BE SUBJECT TO OR GOVERNED BY, AND THAT THIS MASTER DECLARATION WILL NOT AFFORD OWNERS THE PROTECTIONS SET FORTH IN, CHAPTERS 718, 719, 720, OR 721, *FLORIDA STATUTES*, (VII) IT IS DECLARANT'S INTENT, AND THE INTENT OF EACH OWNER (AS EVIDENCED BY THE OWNER'S ACCEPTANCE OF A DEED TO ANY PORTION OF THE PROPERTY) THAT, PURSUANT TO THIS MASTER DECLARATION, DECLARANT SHALL RESERVE AND MAINTAIN SUBSTANTIAL CONTROL OVER THE USE, OPERATION, MANAGEMENT, MAINTENANCE AND REPAIR OF THE PROPERTY AND ALL PORTIONS THEREOF, AND (VIII) EXCEPT TO THE EXTENT THAT DECLARANT'S AFFILIATE OWNS ANY PORTION OF THE PROPERTY, NOTHING IN THIS MASTER DECLARATION WILL CREATE ANY DUTY, OBLIGATION OR LIABILITY ON THE PART OF ANY AFFILIATE OF DECLARANT. THE DISNEY PARCEL OWNER MAY (BUT SHALL HAVE NO OBLIGATION TO) DEVELOP AND CONSTRUCT THE CLUB AMENITIES (DEFINED BELOW) ON THE DISNEY PARCEL, ALL AS DETERMINED BY THE DISNEY PARCEL OWNER IN ITS SOLE, ABSOLUTE AND UNFETTERED DISCRETION, AND IN SUCH EVENT, MEMBERSHIP IN THE CLUB (DEFINED BELOW) SHALL BE MANDATORY FOR ALL THEN EXISTING OWNERS OF A CLUB UNIT (DEFINED BELOW)AND THEIR RESPECTIVE SUCCESSORS-IN-INTEREST AS WELL AS ALL FUTURE OWNERS OF A CLUB UNIT (OTHER THAN DECLARANT OR ANY AFFILIATES OF DECLARANT).

1.4. Unified Resort Area Disclosure. **CONSISTENT WITH THE RESORT FOCUS, COMMERCIAL AND RESIDENTIAL USES IMMEDIATELY ADJACENT TO THE HOTEL WILL BE DEVELOPED IN A DESIGN CONCEPT THAT INTEGRATES FRACTIONAL AND RESIDENTIAL USES (BOTH SINGLE-FAMILY AND MULTI-FAMILY) WITH THE ADJACENT HOTEL RESORT TO CREATE A UNIFIED RESORT DEVELOPMENT AREA. THE DESIGN STANDARDS AND PRODUCTS PLANNED FOR THIS AREA MAY PROVIDE FOR THE WALKABILITY AND EASE OF TRANSITION BETWEEN THE RESORT-RELATED USES AND AMENITIES. THIS ARTICLE 1.4 SHALL NOT BE AMENDED WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA.**

1.5. Guest Lodge Disclosure. **A "GUEST LODGE", AS SPECIFIED IN THE LAND USE PLAN (NERP PD) FOR THE PROPERTY WITHIN ORANGE COUNTY, FLORIDA, MAY BE OCCUPIED BY A RELATIVE OR A DOMESTIC EMPLOYEE AND MAY BE USED AS A GUEST SUITE OR HOME OFFICE, BUT A GUEST LODGE SHALL NOT BE RENTED INDEPENDENTLY OF THE PRIMARY DWELLING UNIT. THIS ARTICLE 1.5 SHALL NOT BE AMENDED WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA.**

1.6. Disclosure of Re-Evaluation and Re-Allocation of Project Regular Charge Units, Project Roving Patrol Charge Units and Project Pond and SWMS Maintenance Charge Units. **EACH OWNER BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY**

ACKNOWLEDGES AND AGREES (I) THAT THE PROJECT REGULAR CHARGE UNITS (DEFINED BELOW) SET FORTH IN EXHIBIT "Y" BELOW ARE BASED UPON GOOD FAITH ESTIMATES OF EACH PARCEL'S RELATIVE IMPACT ON, USE OF AND BENEFIT DERIVED FROM THE PROJECT AREAS OF ASSOCIATION RESPONSIBILITY (DEFINED BELOW) IN RELATION TO THE OTHER PARCELS, (II) THAT, IN ACCORDANCE WITH ARTICLE 1.2 OF EXHIBIT "Y", THE PROJECT REGULAR CHARGE UNITS SHALL BE RE-EVALUATED AND RE-ALLOCATED BY AND AMONG THE PARCELS BY THE NON-RESIDENTIAL ASSOCIATION, (III) THAT THE PROJECT ROVING PATROL CHARGE UNITS (DEFINED BELOW) SET FORTH IN EXHIBIT "Y" BELOW WILL BE REALLOCATED IF PORTIONS OF THE ADDITIONAL SOUTHEAST PROPERTY OR ADDITIONAL SOUTHWEST PROPERTY ARE SUBJECTED TO THE FULL SCOPE, ENCUMBRANCE, OPERATION AND EFFECT OF ALL OF THE PROVISIONS OF THIS MASTER DECLARATION BY ONE OR MORE SUPPLEMENTAL DECLARATIONS IN ACCORDANCE WITH THE ANNEXATION PROCEDURE SET FORTH IN ARTICLE 3.3, AND (IV) THAT THE PROJECT POND AND SWMS MAINTENANCE CHARGE UNITS (DEFINED BELOW) SET FORTH IN EXHIBIT "Y" BELOW WILL BE REALLOCATED IF PORTIONS OF THE ADDITIONAL SOUTHEAST PROPERTY OR ADDITIONAL SOUTHWEST PROPERTY ARE SUBJECTED TO THE FULL SCOPE, COVERAGE AND ENCUMBRANCE OF THIS MASTER DECLARATION BY ONE OR MORE SUPPLEMENTAL DECLARATIONS IN ACCORDANCE WITH THE ANNEXATION PROCEDURE SET FORTH IN ARTICLE 3.3.

1.7. Shared Use of Amenities and/or Common Facilities Disclosure. **THE SHARED USE OF AMENITIES AND/OR COMMON FACILITIES FOR MULTI-FAMILY UNITS AND SINGLE-FAMILY UNITS WITHIN THE PROPERTY MAY BE PROVIDED (I) IN THE SUBDIVISION OR NEIGHBORHOOD IN WHICH SUCH MULTI-FAMILY UNITS AND/OR SINGLE-FAMILY UNITS ARE LOCATED OR (II) AT THE CLUB AMENITIES ON THE DISNEY PARCEL (IF AND TO THE EXTENT DEVELOPED), OR AT THE HOTEL ON THE HOTEL PARCEL (TO THE EXTENT AGREED BY THE HOTEL PARCEL OWNER), AS APPLICABLE.**

1.8. Disclosure of Potential Future Amendment of this Master Declaration and Applicable Parcel Declaration(s) to Modify the Fractional Parcel Permitted Use and Other Matters Related Thereto. **NOTWITHSTANDING ANYTHING IN THIS MASTER DECLARATION OR ANY PARCEL DECLARATION OR SUPPLEMENTAL DECLARATION TO THE CONTRARY, IT IS SPECIFICALLY CONTEMPLATED AND EACH OWNER, BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS MASTER DECLARATION AND ANY APPLICABLE PARCEL DECLARATION(S), INCLUDING, BUT NOT LIMITED TO, THAT CERTAIN PARCEL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS (HOTEL PARCEL, FRACTIONAL PARCEL & GOLF PARCEL) RECORDED IN OFFICIAL RECORDS BOOK 9745, PAGE 8502, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, WHICH CONCERN OR RELATE TO THE FRACTIONAL PARCEL MAY IN THE FUTURE BE AMENDED TO PERMIT**

WHOLE OWNERSHIP CONDOMINIUM OR SINGLE FAMILY RESIDENTIAL ON THE FRACTIONAL PARCEL. ANY SUCH AMENDMENT SHALL BE SUBJECT SOLELY TO THE APPROVAL OF THE MASTER DECLARANT, FRACTIONAL PARCEL OWNER AND HOTEL PARCEL OWNER (EACH IN THEIR SOLE, ABSOLUTE AND UNFETTERED DISCRETION), AND MAY, BUT SHALL NOT BE REQUIRED TO, AMEND OTHER TERMS AND CONDITIONS OF THIS MASTER DECLARATION OR ANY APPLICABLE PARCEL DECLARATION(S), INCLUDING, BUT NOT LIMITED TO, PROVISIONS RELATED TO THE FRACTIONAL DEVELOPMENT; THE FRACTIONAL PARCEL PERMITTED USE; THE FRACTIONAL PARCEL FIRST-CLASS STANDARD; THE FRACTIONAL PROPOSED IMPROVEMENTS; THE FRACTIONAL REQUIRED IMPROVEMENTS; THE CHARGES AND CHARGE UNITS APPLICABLE TO OR ALLOCATED TO THE FRACTIONAL PARCEL AND THE UNITS THEREON; THE CLUB AND THE APPLICATION OF THE SAME (INCLUDING, POTENTIALLY, MANDATORY MEMBERSHIP) TO THE UNITS AND OWNERS OF UNITS ON THE FRACTIONAL PARCEL; AND DISNEY PARCEL PERMITTED USE AND THE USE OF THE CLUB BY THE OWNERS OF UNITS ON THE FRACTIONAL PARCEL.

2. **DEFINITIONS.**

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

2.1. **"ACB"** means and refers to the architectural control board to which Declarant may, but is not obligated to, delegate or assign all or a portion of Declarant's rights under Article 5.

2.2. "**Access Road First-Class Standard**" shall refer to the standard by which the Access Road Improvements (defined below) shall be constructed, maintained, repaired, replaced, managed, operated and used. Access Road First-Class Standard shall mean and refer to levels and/or standards of quality with respect to construction, operations, service and maintenance not less than the levels and/or standards of operations, services, maintenance, and repair of the roadways and related improvements existing in and maintained, as of the Effective Date, in the Benchmark Developments (defined below); *provided, however*, that in no event shall such term refer to a traffic level of service or volume of traffic on the Access Road Parcel. Declarant acknowledges and agrees that the existing roadway on the Golf Access Road Property (defined below), which constitutes a portion of the Access Road Parcel, meets, as of the Effective Date, the Access Road First-Class Standard.

2.3. "**Access Road Improvements**" shall mean those Improvements and items of Infrastructure constructed on the Access Road Parcel from time to time in accordance with the Access Road Parcel Permitted Use.

2.4. "**Access Road Parcel**" shall mean those portions of the Property, being collectively comprised of the "**Golf Access Road Property**" described on Exhibit "C", attached

hereto and incorporated herein by reference, and the "**Project Access Road Property**", described on Exhibit "C", attached hereto and incorporated herein by reference.

2.5. "**Access Road Parcel Owner**" shall mean the Owner of the Access Road Parcel, its successors and assigns.

2.6. "**Access Road Parcel Permitted Use**" shall mean the construction, installation, use, operation, maintenance, repair and replacement of a roadway or roadways for vehicular ingress and egress and related Improvements and Infrastructure, along with other uses consistent with traditional roadway uses, including, without limitation, a gate(s) and/or gate house(s).

2.7. "**Act**" shall have the meaning set forth in Article 10.1.10.(a) hereof.

2.8. "**Additional Property**" shall collectively mean and refer to the Additional Southeast Property (defined below) and Additional Southwest Property (defined below).

2.9. "**Additional Residential Parcel**" shall mean that property described on Exhibit "D", attached hereto and incorporated herein by reference. The Additional Residential Parcel, or portions thereof, may, in Declarant's sole, absolute and unfettered discretion, be subjected to one or more property owners' associations subordinate to the terms and conditions of this Master Declaration and the rights, powers, duties and obligations of the Non-Residential Association. No Owner by virtue of such Owner's ownership of the Additional Residential Parcel, or any portion thereof, shall be a Member of the Non-Residential Association or have any vote on any matter before the Non-Residential Association; however, the Additional Residential Parcel and any Units located thereon shall be subject to Charges and other assessments levied by the Non-Residential Association from time to time and the Non-Residential Association's lien rights set forth in this Master Declaration. Notwithstanding anything in this Master Declaration, or any applicable Parcel Declaration to the contrary, without the prior written consent of Hotel Parcel Owner, which consent may be withheld in its sole, absolute and unfettered discretion: (i) no single family home constructed on a Lot within the Additional Residential Parcel shall (a) contain less than 2,000 air conditioned square feet, or (b) be more than three (3) habitable stories above ground level, and (ii) the density of Units within the Additional Residential Parcel shall not cause the Density Limitation to be violated.

2.10. "**Additional Residential Parcel First-Class Standard**" shall refer to the standard by which the Additional Residential Parcel shall be constructed, maintained, repaired, replaced, managed, operated and used. The Additional Residential Parcel First-Class Standard shall mean and refer to levels and/or standards of quality with respect to construction, operations, service and maintenance not less than the levels and/or standards of operations, services, maintenance, and repair existing in and maintained, as of the Effective Date, in the Benchmark Developments; *provided, however*, that in no event shall such standard materially and adversely diminish or materially and adversely interfere with (i) the reputation or status of the Hotel Property, Fractional Property, or the Golf Property (all defined below), or (ii) the experience of the Property Guests (defined below) or the experience of the Owners of the Fractional Property.

2.11. "**Additional Residential Parcel Permitted Use**" shall mean the development, use, operation and maintenance of the Additional Residential Parcel as a residential development

or developments, and any and all ancillary uses therewith, including, but not limited to, infrastructure and a club house, pools, parks, play grounds and other ancillary amenities and services (but excluding retail and commercial uses), which may be developed and/or provided from time to time on the Additional Residential Parcel or portions thereof, and, solely with respect to the Branded Residential Property (defined below), the exchange of Homes (defined below) within the Branded Residential Property as part of a Branded Residential Exchange Program (defined below). Notwithstanding anything in this Master Declaration or any Supplemental Declaration or Parcel Declaration to the contrary, in no event shall the Additional Residential Parcel be developed, used, operated or maintained for Transient Occupancy, without the prior written consent of Hotel Parcel Owner, in its sole, absolute and unfettered discretion; *provided, however*, that this prohibition shall in no manner prohibit or restrict the use of the Unbranded Residential Property, or any portion thereof, as part of a Private Residence Club(s). Additionally, in no event shall the Additional Residential Parcel, or any portion thereof, including, but not limited to, the Branded Residential Property, be leased for less than one hundred eighty (180) consecutive days or more than twice in any year; *provided, however*, the foregoing prohibition shall not in any manner restrict or prohibit (i) Corporate Use (defined below), (ii) Four Seasons (defined below) or its Affiliates from creating, establishing, operating, using or maintaining the Branded Residential Exchange Program within the Branded Residential Property, or (iii) the creation, establishment, operation, utilization or maintenance of any permitted Private Residence Club, and any amendment to the foregoing one hundred eighty (180) consecutive day or more than twice in any year leasing restriction shall be subject to the prior written consent of the Board of County Commissioners for Orange County, Florida. Additional use restrictions regarding the Branded Residential Property are set forth in Article 2.31 below.

2.12. "**Additional Southeast Property**" shall mean that property described on Exhibit "I", attached hereto and incorporated herein by reference, and any Improvements located thereon, which property or portions thereof Declarant may, in Declarant's sole, absolute and unfettered discretion, subject to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof. However, at all times from and after the Effective Date and irrespective of whether Declarant has subjected the Additional Southeast Property to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by a Supplemental Declaration in accordance with the annexation procedure set forth in Article 3.3 hereof, the Additional Southeast Property is and shall be subject to, and the owner thereof shall comply with, the provisions of Articles 2.13, 2.56, 2.163.23, 4.2 and 7.14 of this Master Declaration (together, but solely for the purposes of understanding the meaning of any defined term, with any defined term referenced in or by such Articles). The Additional Southeast Property, or portions thereof, may, in Declarant's sole, absolute and unfettered discretion, be subjected to one or more property owners' associations subordinate to the terms and conditions of this Master Declaration and the rights, powers, duties and obligations of the Non-Residential Association. No Owner by virtue of such Owner's ownership of the Additional Southeast Property, or any portion thereof, shall be a Member of the Non-Residential Association or have any vote on any matter before the Non-Residential Association; however, if and only if subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by a Supplemental Declaration in

accordance with the annexation procedure set forth in Article 3.3 hereof, the Additional Southeast Property, or portions thereof that are so subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration and any Units located thereon, shall be subject to Charges and other assessments levied by the Non-Residential Association from time to time and the Non-Residential Association's lien rights set forth in this Master Declaration.

2.13. "**Additional Southeast Property Permitted Use**" shall mean any use that is not a Prohibited Use (defined below); *provided, however*, that in the event access to the Additional Southeast Property is through the main entry gate on the Project Access Road Property to the Project, (i) the Additional Southeast Property Permitted Use shall be limited to the Additional Residential Parcel Permitted Use (defined below), and (ii) the Additional Southeast Property shall comply with the Additional Residential Parcel First-Class Standard (defined below). Notwithstanding anything to the contrary, the Additional Southeast Property Permitted Use shall include the absolute right of Declarant or any Affiliate of Declarant to construct, operate, maintain and utilize a "sales and marketing center" for the Project and related improvements on the Additional Property, provided the foregoing are generally consistent with the Additional Residential Parcel First-Class Standard. Additionally, in no event shall any Unit within the Additional Southeast Property, or any portion thereof, be leased for less than one hundred eighty (180) consecutive days or more than twice in any year; *provided, however*, the foregoing prohibition shall not in any manner restrict or prohibit (i) Corporate Use (defined below), (ii) the creation, establishment, operation, utilization or maintenance of any permitted Private Residence Club, or (iii) the creation, establishment, operation or maintenance of a facility providing Transient Occupancy, and any amendment to the foregoing one hundred eighty (180) consecutive day or more than twice in any year leasing restriction shall be subject to the prior written consent of the Board of County Commissioners for Orange County, Florida.

2.14. "**Additional Southwest Property**" shall mean that property described on Exhibit "J", attached hereto and incorporated herein by reference, and any Improvements located thereon, which property or portions thereof Declarant may, in Declarant's sole, absolute and unfettered discretion, subject to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof. However, at all times from and after the Effective Date and irrespective of whether Declarant has subjected the Additional Southwest Property to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by a Supplemental Declaration in accordance with the annexation procedure set forth in Article 3.3 hereof, the Additional Southwest Property is and shall be subject to, and the owner thereof shall comply with, the provisions of Articles 2.15, 2.56, 2.163.23, 2.163.24, 4.2 and 7.14 of this Master Declaration (together, but solely for the purposes of understanding the meaning of any defined term, with any defined term referenced in or by such Articles). The Additional Southwest Property, or portions thereof, may, in Declarant's sole, absolute and unfettered discretion, be subjected to one or more property owners' associations subordinate to the terms and conditions of this Master Declaration and the rights, powers, duties and obligations of the Non-Residential Association. No Owner by virtue of such Owner's ownership of the Additional Southwest Property, or any portion thereof, shall be a Member of the Non-Residential Association or have any vote on any matter before the Non-Residential

Association; however, if and only if subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by a Supplemental Declaration in accordance with the annexation procedure set forth in Article 3.3 hereof, the Additional Southwest Property, or portions thereof that are so subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration and any Units located thereon, shall be subject to Charges and other assessments levied by the Non-Residential Association from time to time and the Non-Residential Association's lien rights set forth in this Master Declaration.

2.15. "**Additional Southwest Property Permitted Use**" shall mean any use that is not a Prohibited Use (defined below) that is compatible and complementary with the use and enjoyment of the Project in accordance with the applicable standards set forth in this Master Declaration; *provided, however*, (i) that no portion of the Additional Southwest Property shall be developed, used, operated or maintained for Transient Occupancy, without the prior written consent of Hotel Parcel Owner, in its sole, absolute and unfettered discretion; *provided, however*, that this prohibition against Transient Occupancy shall in no manner prohibit or restrict the use of the Additional Southwest Property, or any portion thereof, as part of a Private Residence Club(s), and (ii) that, in the event access to the Additional Southwest Property is through the main entry gate on the Project Access Road Property to the Project or the Additional Southwest Property is marketed and branded by Declarant as being a part of the Project, (a) the Additional Southwest Property Permitted Use shall be limited to the Additional Residential Parcel Permitted Use, and (b) the Additional Southwest Property shall comply with the Additional Residential Parcel First-Class Standard. Additionally, in no event shall any residential Unit within the Additional Southwest Property, or any portion thereof, be leased for less than one hundred eighty (180) consecutive days or more than twice in any year; *provided, however*, the foregoing prohibition shall not in any manner restrict or prohibit (i) Corporate Use (defined below), or (ii) the creation, establishment, operation, utilization or maintenance of any permitted Private Residence Club, and any amendment to the foregoing one hundred eighty (180) consecutive day or more than twice in any year leasing restriction shall be subject to the prior written consent of the Board of County Commissioners for Orange County, Florida.

2.16. "**Affiliate**" of a person or entity shall mean any person or entity that, directly or indirectly, controls or is controlled by or is under common control with such person or entity; *provided, however*, that in no event shall any of the following entities be Affiliates of Declarant for purposes of this Master Declaration, or any Supplemental Declaration or Parcel Declaration: Euro Disney S.A., Euro Disney S.C.A., Hongkong International Theme Parks Limited, Hong Kong Disneyland Management Limited, Walt Disney Holdings (Hong Kong) Limited and any other entity commonly known as "Hong Kong Disney," "Hong Kong Disneyland" or "Disneyland Resort Hong Kong." For the purposes of this definition, "control" (including the correlative meanings of the terms "controls," "controlled by" and "under common control with"), as used with respect to any person or entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity. "**Affiliates**" shall be the plural reference to Affiliate.

2.17. "**Alterations**" shall mean any and all alterations, additions, modifications, renovations, substitutions, replacements or other changes made to the Property, or any portion

thereof, including, without limitation, the Improvements comprising a part thereof; excluding, however, those alterations, additions, modifications, renovations, substitutions, replacements or other changes that affect only the interior of the Improvements.

2.18. "**Amendment(s)**" shall mean any and all amendments to this Master Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Obligations for Golden Oak" and each of which shall be properly adopted pursuant to the terms of the Governing Documents and recorded in the Public Records of the County (defined below); *provided, however*, that the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

2.19. "**Applicable Environmental Laws**" shall have the meaning set forth in Article 5.16.1. hereof.

2.20. "**Approved Conceptual Plans**" shall mean the Home and Lot Approved Conceptual Plans or Multi-Family or Commercial Property Approved Conceptual Plans (each being defined below), as applicable.

2.21. "**Approved Design Development Plans**" shall mean the Home and Lot Approved Design Development Plans or Multi-Family or Commercial Property Approved Design Development Plans (each being defined below), as applicable.

2.22. "**Approved Final Plans**" shall mean the Home and Lot Approved Final Plans or Multi-Family or Commercial Property Approved Final Plans (each being defined below), as applicable.

2.23. "**Areas of Association Responsibility**" means and refers to the Common Property, together with those areas, if any, which become the responsibility of the Non-Residential Association (i) by the terms of this Master Declaration, any Supplemental Declaration, Parcel Declaration, Amendment or other applicable covenants, or by contract, and (ii) the unanimous vote of the directors of the Non-Residential Association. The Areas of Association Responsibility shall be collectively comprised of the Residential Areas of Association Responsibility (defined below) and the Project Areas of Association Responsibility (defined below).

2.24. "**Articles**" shall have the meaning set forth in Article 6.1.1. hereof.

2.25. "**Attraction or Entertainment Facility**" shall mean any venue or facility the primary business of which is offering shows, attractions, rides, water slides, games or any other amusement or entertainment activity to the general public, regardless of whether an admission fee is charged for admission thereto, such as (by way of example only and not limitation): MAGIC KINGDOM® Park, EPCOT®, DISNEY'S HOLLYWOOD STUDIOS™ (f/k/a Disney-MGM Studios), DISNEY'S ANIMAL KINGDOM® Theme Park, DisneyQuest® Indoor

Interactive Theme Park, Holy Land Experience – Orlando, SeaWorld®, Sea World® Discovery Cove, Universal®, Universal CityWalk®, Universal Cineplex, Six Flags, Cedar Point, Knott's Berry Farm, Kings Dominion, Great Wolf, Cirque du Soleil, Bob Carr Performing Arts Center, Disney's Wide World of Sports® Complex, Daytona International Speedway, TD Waterhouse Centre (f/k/a Orlando Sports Centroplex), Kennedy Space Center Visitor Complex, DISNEY'S BLIZZARD BEACH Water Park, DISNEY'S TYPHOON LAGOON Water Park, Wet n' Wild, WonderWorks, Mystery Fun House, Medieval Times Dinner and Tournament, Arabian Nights Dinner Theater, Dollywood, Dolly Parton's Dixie Stampede, Ripley's Believe it or Not Odditorium, Gatorland, Forever Florida Eco-Safari Tour, Fantasy of Flight, Winter Park, Florida Art Festival & Jazz Concert, Jungleland Zoo and Central Florida Zoological Park. For purposes of clarification, the term "Attraction or Entertainment Facility" shall include all facilities, land and improvements advertised, promoted, associated, marketed or otherwise held out to the general public as comprising part of a single integrated or related area that includes one or more Attraction or Entertainment Facilities, even though some of the components or elements of such area may not be contiguous or within one general admission, show or entertainment area. In no event shall the Hotel (defined below) be deemed an Attraction or Entertainment Facility for purposes of this Master Declaration or any Supplemental Declaration or any Parcel Declaration. Additionally, in no event shall (i) any Gambling Venue (defined below) or (ii) any other hotel, hotel resort, residential project, fractional project, cruise ship or private ship with ocean residences owned or managed by the Hotel Parcel Owner or Four Seasons or any Affiliate of Hotel Parcel Owner or Four Seasons or branded under the name "Four Seasons," including (a) any golf, tennis, pools, spas, fitness facilities, restaurants, bars or lounges, game rooms, meeting facilities, clubhouses or other ancillary facilities associated therewith, and (b) bodies of water, parks, mountains or other comparable natural creations located adjacent or in proximity thereto, be deemed an Attraction or Entertainment Facility for purposes of this Master Declaration or any Supplemental Declaration or any Parcel Declaration. "**Attraction or Entertainment Facilities**" shall be the plural reference to "Attraction or Entertainment Facility".

2.26. "**Attraction or Entertainment Facility Entity**" shall mean any person or entity which either: (i) owns a Controlling Interest (defined below) in a Non-Disney Attraction or Entertainment Facility (defined below) or owns a Controlling Interest in an Affiliate which owns a Controlling Interest in a Non-Disney Attraction or Entertainment Facility; or (ii) operates a Non-Disney Attraction or Entertainment Facility or owns a Controlling Interest in an Affiliate which operates a Non-Disney Attraction or Entertainment Facility. For purposes of this Master Declaration, and any Supplemental Declaration and any Parcel Declaration, in no event shall Four Seasons, Hotel Parcel Owner, Fractional Parcel Owner or Golf Parcel Owner be deemed to be an "Attraction or Entertainment Facility Entity".

2.27. "**Attraction or Entertainment Facility Materials**" shall mean any brochure, magazine, book, information sheet, admission media (such as tickets, certificates or coupons), flyer, sign, card, video cassette, compact disc or laser disc or any other printed, visual, electronic or other media or materials, of any kind or nature whatsoever, whether or not now technologically existent, produced, offered and/or distributed by or on behalf of any Attraction or Entertainment Facility and used, or intended to be used by or on behalf of any Attraction or Entertainment Facility for the purposes of advertising, publicizing, promoting or marketing such

Attraction or Entertainment Facility or granting admission to any Attraction or Entertainment Facility.

2.28. "**Benchmark Developments**" means and refers to The Bear's Club, located in Jupiter, Florida, and Isleworth, located in Windermere, Florida.

2.29. "**Board**" or "**Board of Directors**" means and refers to the Board of Directors of the Non-Residential Association.

2.30. "**Branded Residential Exchange Program**" means and refers to any exchange program(s) or vacation club(s) that is operated by Four Seasons or an Affiliate of Four Seasons with respect to the Branded Residential Property, provided, as a condition precedent to the operation and continued operation of any such exchange program(s) or vacation club(s), that: (i) exchange program(s) or vacation club(s) be permitted on the Branded Residential Property by applicable Law, including, without limitation, zoning ordinances, and (ii) the Branded Residential Property be branded at such time with the "Four Seasons" name.

2.31. "**Branded Residential Property**" shall mean and refer to that portion of the Additional Residential Parcel described on Exhibit "K", attached hereto and incorporated herein by reference. The Branded Residential Property shall contain Units that are initially branded with the "Four Seasons" name with the approval of Four Seasons pursuant to one or more license agreements. The Branded Residential Property shall at all times be subject to the Additional Residential Parcel First-Class Standard, the Additional Residential Parcel Permitted Use, and the restriction that no Owner of a Unit within the Branded Residential Property shall lease, rent, license or grant an occupancy right in such Unit for a period of less than one hundred eighty (180) consecutive days or more than twice per year; *provided, however*, that such prohibition shall not in any manner restrict or prohibit (i) Corporate Use, or (ii) Four Seasons or its Affiliates from creating, establishing, operating, using or maintaining the Branded Residential Exchange Program within the Branded Residential Property, and any amendment to the foregoing one hundred eighty (180) consecutive day or more than twice in any year leasing restriction shall be subject to the prior written consent of the Board of County Commissioners for Orange County, Florida. **EACH OWNER BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY ACKNOWLEDGES AND AGREES THAT THE BRANDING OF THE BRANDED RESIDENTIAL PROPERTY WITH THE "FOUR SEASONS" NAME SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF ONE OR MORE LICENSE AGREEMENTS IN EFFECT FROM TIME TO TIME AND THAT THERE IS NO REQUIREMENT THAT THE BRANDED RESIDENTIAL PROPERTY BE OR REMAIN BRANDED WITH THE FOUR SEASONS OR ANY OTHER NAME.**

2.32. "**Business Day**" shall mean Monday through Friday and shall exclude any nationally recognized holiday in the U.S.

2.33. "**Bylaws**" shall have the meaning set forth in Article 6.1.1. hereof.

2.34. "**Charge Units**" collectively means and refers to Project Pond and SWMS Maintenance Charge Units, Project Regular Charge Units and Project Roving Patrol Charge Units (all as defined below).

2.35. "**Charges**" shall mean any and all Project Maintenance Charges, Residential Maintenance Charges, Project Special Charges, Residential Special Charges and Specific Charges (all as defined below).

2.36. "**Club**" shall have the meaning set forth in Article 4.11.2 hereof.

2.37. "**Club Amenities**" shall have the meaning set forth in Article 4.11.2 hereof.

2.38. "**Club Charges**" shall have the meaning set forth in Article 4.11.8 hereof.

2.39. "**Club Indemnified Parties**" shall have the meaning set forth in Article 4.11.10(b) hereof.

2.40. "**Club Membership Plan Documents**" shall have the meaning set forth in Article 4.11.5 hereof.

2.41. "**Club Operator**" shall mean (i) the Disney Parcel Owner, or (ii) any person or entity designated by the Disney Parcel Owner from time to time, in the Disney Parcel Owner's sole, absolute and unfettered discretion, to create, operate and/or manage the Club pursuant to a separate written agreement by and between the Disney Parcel Owner and such designated person or entity.

2.42. "**Club Unit**" and "**Club Units**" shall have the meanings set forth in Article 4.11.1 hereof.

2.43. "**Common Property**" means all real and personal property owned or leased by the Non-Residential Association, dedicated to (and accepted by) the Non-Residential Association pursuant to a plat, or with respect to which the Non-Residential Association otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. The initial Common Property shall be as described on Exhibit "B", attached hereto and incorporated herein by reference. Declarant shall have the right to further define the Common Property by addition or withdrawal as provided in this Master Declaration.

2.44. "**Common Property First Class-Standard**" shall refer to the standard by which the Common Property and Areas of Association Responsibility shall be constructed, maintained, repaired, replaced, managed, operated and used. The Common Property First-Class Standard shall mean and refer to levels and/or standards of operations, services, maintenance, and repair with respect to the common areas existing in and maintained, as of the Effective Date, in the Benchmark Developments.

2.45. "**Completion Certificate**" shall have the meaning set forth in Article 5.8 hereof.

2.46. "**Conceptual Plans**" shall mean, as applicable, "**Home and Lot Conceptual Plans**" conforming with the requirements set forth on Exhibit "O" attached hereto and incorporated herein by reference, or "**Multi-Family or Commercial Property Conceptual Plans**" conforming with the requirements set forth on Exhibit "R", attached hereto and incorporated herein by reference. Notwithstanding anything to the contrary, in the event there is

any conflict between the requirements of Exhibit "O" or Exhibit "R" and the requirements of the Design Guidelines (defined below), the requirements of the Design Guidelines shall control.

2.47. "**Controlling Interest**" shall mean and refer to the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any person or entity, through the ownership of voting interests or securities, debt or equity interests, by contract or otherwise.

2.48. "**Corporate Use**" shall mean and refer to the use or occupancy of any Unit within the Additional Residential Parcel that is owned by a corporation or other business entity, or an executive of the same, for any period of time by the bona fide employee(s) and executive(s) of such corporation or other business entity at no cost, expense or charge. The Non-Residential Association shall have the right, but not the obligation, to determine in the Non-Residential Association's sole, absolute and unfettered discretion, whether or not any purported Corporate Use is indeed a Corporate Use in compliance with this definition or a Prohibited Use in violation of Article 2.163.20.

2.49. "**County**" means and refers to Orange County, Florida, or its successor, if any.

2.50. "**Cruise Ship**" shall mean and refer to any passenger cruise ship (excluding passenger cruise ships providing cruises of one (1) day or less) with a guest capacity of five hundred (500) or more passengers and which either embarks from, or disembarks at, a port located in the State of Florida.

2.51. "**Cruise Ship Materials**" shall mean any brochure, magazine, book, information sheet, admission media (such as tickets, certificates or coupons), flyer, sign, display, card, video cassette, compact disc, laser disc, internet home page, screen saver, or any other printed, visual, electronic or other media or materials, of any kind or nature whatsoever, whether or not now technologically existent, produced, offered and/or distributed by or on behalf of any Cruise Ship and used, or intended to be used by or on behalf of any person or entity for the primary purposes of advertising, publicizing, promoting or marketing such Cruise Ship(s) or granting passage on any Cruise Ship (provided that nothing herein is intended to require the blocking of access to Cruise Ship Materials from any personal computer, internet access point or any future technological equivalents).

2.52. "**Declarant**" shall initially mean WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, and shall include WALT DISNEY PARKS AND RESORTS U.S., INC.'s successors and assigns, specifically including, but not limited to, the Disney Parcel Owner, or such other successors and assigns, provided that such other successors or assigns are Affiliates of Declarant or of The Walt Disney Company or of any person or entity (whether or not an Affiliate of Declarant or of The Walt Disney Company) that acquires all or any material portion of the WALT DISNEY WORLD® Resort Complex and with respect to which Declarant has specifically assigned and/or delegated any or all of its rights reserved to Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not; *provided, however,* that in no event shall there ever be more than one (1) Declarant under this Master Declaration at any given time. In any event, any subsequent Declarant shall not be liable for any default or obligations incurred by any prior Declarant, except as may be expressly

assumed by the subsequent Declarant, and any prior Declarant shall not be liable for any subsequent default or obligations incurred by any subsequent Declarant. An Owner shall not, solely by the purchase of any portion of the Property, be deemed a successor or assign of Declarant under this Master Declaration or any of the Governing Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

2.53. "**Declarant's Control Period**" means the period from the Effective Date of this Master Declaration until (i), subject to any event of Force Majeure, the entirety of the WALT DISNEY WORLD® Resort Complex ceases to operate and such cessation lasts for a continuous period exceeding two (2) calendar years, or (ii) the date upon which Declarant records an instrument in the Public Records of the County setting forth the termination of the Declarant's Control Period.

2.54. "**Delinquent Club Charges**" shall have the meaning set forth in Article 4.11.9 hereof.

2.55. "**Default Rate**" shall mean the highest per annum interest rate then allowable by Law, unless otherwise provided in a Parcel Declaration for an individual Parcel or Parcels.

2.56. "**Density Limitation**" shall mean and refer to the overall aggregate density of Units within the following identified residential portions of the Property, which on average, shall collectively be no greater than four (4) Units per upland acre: (i) the Additional Residential Parcel; (ii) the Additional Southeast Property, but only in the event (a) such property has been subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, and access to the Additional Southeast Property is through the main entry gate on the Project Access Road Property to the Project or (b) the Additional Southeast Property is marketed and branded by Declarant as being a part of the Project even though (1) the Additional Southeast Property has not been subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof and (2) access to the Additional Southeast Property is not through the main entry gate on the Project Access Road Property to the Project (*i.e.*, in the event access to the Additional Southeast Property is not through the main entry gate on the Project Access Road Property to the Project, the Additional Southeast Property has not been subject to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, and the Additional Southeast Property is not marketed and branded by Declarant as being a part of the Project, then the Additional Southeast Property shall not be included for purposes of calculating the overall aggregate density of Units); and (iii) the Additional Southwest Property, but only in the event (a) such property has been subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, and access to the Additional Southwest Property is through the main entry gate on the Project Access Road Property to the Project or (b) the Additional Southwest Property is

marketed and branded by Declarant as being a part of the Project even though (1) the Additional Southwest Property has not been subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof and (2) access to the Additional Southwest Property is not through the main entry gate on the Project Access Road Property to the Project (*i.e.*, in the event access to the Additional Southwest Property is not through the main entry gate on the Project Access Road Property to the Project, the Additional Southwest Property has not been subject to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, and the Additional Southwest Property is not marketed and branded by Declarant as being a part of the Project, then the Additional Southwest Property shall not be included for purposes of calculating the overall aggregate density of Units). In no event shall the overall aggregate density of Units within the Additional Residential Parcel (without regard to the Additional Southeast Property and Additional Southwest Property) be greater than four (4) Units per upland acre.

2.57. "**Design Development Plans**" shall mean, as applicable, "**Home and Lot Design Development Plans**" conforming with the requirements set forth on Exhibit "P", attached hereto and incorporated herein by reference, or "**Multi-Family or Commercial Property Design Development Plans**" conforming with the requirements set forth on Exhibit "S", attached hereto and incorporated herein by reference. Notwithstanding anything to the contrary, in the event there is any conflict between the requirements of Exhibit "P" or Exhibit "S" and the requirements of the Design Guidelines, the requirements of the Design Guidelines shall control.

2.58. "**Design Guidelines**" shall have the meaning set forth in Article 5.17.1.(a) hereof.

2.59. "**Developer**" means a successor to Declarant's fee simple ownership of real property within the Property who intends to construct Improvements for later sale to consumers or intends to hold a Parcel or Parcels, or portions thereof, within the Property for further subdivision, development, and/or resale in the ordinary course of business. A Developer may also construct Improvements on certain portions of the Property that may be subsequently conveyed by such Developer to the Non-Residential Association pursuant to the provisions of Article 6.2.2. hereof, or, in the case of Golden Oak Development, LLC, pursuant to Article 6.2.1 hereof. A person or entity may only be a Developer upon the express designation of such right by Declarant pursuant to a recorded instrument. Declarant hereby designates its Affiliate, Golden Oak Development, LLC, as such a Developer, and Declarant also hereby designates the Fractional Parcel Owner as such a Developer.

2.60. "**Developer's Agreement**" shall mean that certain Developer's Agreement recorded in Official Records Book 9722, Page 7639, of the Public Records of Orange County, Florida, together with all amendments and supplements thereto.

2.61. "**Disney Attraction or Entertainment Facility**" shall mean any Attraction or Entertainment Facility that is owned, operated, controlled or licensed by Declarant or any of Declarant's Affiliates.

2.62. "**Disney Cruise Ship**" shall mean the Disney Magic, Disney Wonder or any other Cruise Ship that is owned, operated, controlled or licensed by Declarant or any of Declarant's Affiliates.

2.63. "**Disney Merchandise**" shall mean any souvenir, artwork, video, compact disc, laser disc, book, plush, photograph, poster, jewelry, apparel or other display, good or product, which contains, features, depicts, refers to or is derived from or a manifestation of: (i) any Disney Attraction or Entertainment Facility or Disney Cruise Ship, or any part thereof; (ii) any fanciful or animated theme, story or character featured at any Disney Attraction or Entertainment Facility; or (iii) any fanciful or animated theme, story or character featured in any motion picture, animated film, cable or television program or any other form of media (whether now in existence or hereafter created) that is produced or distributed by Declarant or any of Declarant's Affiliates.

2.64. "**Disney Parcel**" shall mean that portion of the Property described on Exhibit "E", attached hereto and incorporated herein by reference.

2.65. "**Disney Parcel First-Class Standard**" shall refer to the standard by which the exterior Improvements located on the Disney Parcel shall be constructed, maintained, repaired and replaced. Disney Parcel First-Class Standard shall mean and refer to levels and/or standards of quality with respect to applicable construction, maintenance, repair and replacement not less than the generally prevailing levels and/or standards of construction, maintenance, repair and replacement of and to the exterior of similar improvements in the Benchmark Developments.

2.66. "**Disney Parcel Owner**" shall mean the Declarant and any successor to both Declarant's fee simple ownership of the Disney Parcel and its declarant status and rights under this Declaration, which successor shall always be an Affiliate of the initial Declarant.

2.67. "**Disney Parcel Permitted Use**" shall mean the construction, use, operation, maintenance, repair and replacement of the Club Amenities on the Disney Parcel by the Disney Parcel Owner or Club Operator, which Club Amenities shall be for the sole use of: (i) the Disney Parcel Owner, the Disney Parcel Owner's Affiliates and the Club Operator; (ii) the Owners of Units located within the Additional Residential Parcel, in accordance with the Club Membership Plan Documents; (iii) the Owners of Units located within the Additional Southeast Property, in accordance with the Club Membership Plan Documents, if and to the extent the Additional Southeast Property is ever subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof; (iv) the Owners of Units located within the Additional Southwest Property, in accordance with the Club Membership Plan Documents, if and to the extent the Additional Southwest Property is ever subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof; (v) certain licensees and invitees of the Disney Parcel Owner, Disney Parcel Owner's Affiliates or the Club Operator, as authorized or permitted by the Disney Parcel Owner from time to time in its sole, absolute and unfettered discretion and in accordance with the Club Membership Plan Documents; and (vi) any person or entity (other than

an Owner of a Club Unit) that obtains a separate form of membership in the Club in accordance with the Club Membership Plan Documents.

2.68. "**Disney Property**" shall mean the Disney Parcel and all Improvements from time to time located, constructed, installed or placed thereon, or attached or affixed thereto.

2.69. "**Drainage Agreement**" shall mean and refer to that certain Drainage Agreement by and between RCID and the Non-Residential Association, dated August 15, 2008, and recorded in Official Records Book 9745, Page 8624, of the Public Records of Orange County, Florida, as amended, supplemented and modified from time to time, pursuant to which the Contracted Property (as defined in the Drainage Agreement) is permitted to discharge stormwater from the Contracted Property into the RCID Facility (as defined in the Drainage Agreement).

2.70. "**Effective Date**" shall mean the date of this Master Declaration as set forth in the Preamble above.

2.71. "**Engineer's Report**" shall have the meaning set forth in Article 6.8.5. hereof.

2.72. "**Fee Mortgage**" shall mean any bona fide mortgage, deed to secure debt, deed of trust, trust deed or other similar form of security instrument from time to time encumbering fee simple title to a Parcel, Unit (or Fractional Interest therein) or any portion thereof, and any Improvements constructed thereon, as security for any debt, whether now existing or hereafter arising or created, which is held by a person or entity which qualifies as a Fee Mortgagee (defined below). "**Fee Mortgages**" shall mean, collectively, each and every "Fee Mortgage."

2.73. "**Fee Mortgagee**" shall mean any bona fide holder, from time to time, of any bona fide Fee Mortgage, provided that such holder is not an Owner or any shareholder, member, partner, director, officer or similar principal of an Owner who holds more than fifty percent (50%) direct or indirect interest in any Owner and, provided further, that prior to a default under such Fee Mortgage such holder is not responsible for, or in control of, the day-to-day management or operations of Owner. "Fee Mortgagees" shall mean, collectively, each and every "Fee Mortgagee."

2.74. "**Final Plans**" shall mean, as applicable, "**Home and Lot Final Plans**" conforming with the requirements set forth on Exhibit "Q", attached hereto and incorporated herein by reference, or "**Multi-Family or Commercial Property Final Plans**" conforming with the requirements set forth on Exhibit "T", attached hereto and incorporated herein by reference. Notwithstanding anything to the contrary, in the event there is any conflict between the requirements of Exhibit "Q" or Exhibit "T" and the requirements of the Design Guidelines, the requirements of the Design Guidelines shall control.

2.75. "**First-Class Standard**" shall mean the minimum standard by which the Parcels within the Property and the Improvements located thereon shall be constructed, maintained, repaired, replaced, managed, operated and used and, shall consist more particularly of, the Hotel First-Class Standard with respect to the Hotel Parcel, the Fractional First-Class Standard with respect to the Fractional Parcel, the Golf Course First-Class Standard with respect to the Golf

Parcel, the Access Road First-Class Standard with respect to the Access Road Parcel, the Disney Parcel First-Class Standard with respect to the Disney Parcel, the Additional Residential Parcel First-Class Standard with respect to the Additional Residential Parcel, and the Common Property First-Class Standard with respect to the Common Property and Areas of Association Responsibility. Notwithstanding anything in this Master Declaration or any Supplemental Declaration or any Parcel Declaration to the contrary, Hotel Parcel Owner shall have the right to approve, in Hotel Parcel Owner's sole, absolute and unfettered discretion, any Amendment, Supplemental Declaration or Parcel Declaration which provides for (i) the reduction in the First-Class Standard applicable to any Parcel or portion thereof, or (ii) the increase in any First-Class Standard applicable to the Hotel Parcel, Fractional Parcel, Golf Parcel or Branded Residential Property.

2.76. "**Force Majeure**" shall mean any of the events set forth in Article 17.12 hereof.

2.77. "**Four Seasons**" shall mean Four Seasons Hotels Limited, a corporation incorporated under the laws of the Province of Ontario, Canada.

2.78. "**Fractional Development**" shall mean the Star-Rated Luxury Fractional that has up to forty (40) units (as determined by the Fractional Parcel Owner) and other related amenities in which not less than one-twelfth ($1/12^{th}$) fractional fee ownership interests, which shall entitle the Owner thereof to at least three (3) weeks of use ("**Fractional Interests**") will be conveyed.

2.79. "**Fractional First-Class Standard**" shall refer to the standard by which the Fractional Parcel and the Improvements thereon shall be constructed, maintained, repaired, replaced, managed, operated and used. Fractional First-Class Standard shall mean and refer to levels and/or standards of quality with respect to construction, operations, service and maintenance not less than the levels and/or standards of operations, services, maintenance and repair existing in and maintained: (a) with respect to the Fractional Required Improvements, by other Star-Rated Luxury Fractionals, and (b) with respect to all other Improvements located on the Fractional Parcel, by other similar improvements which are located at other fractional ownership regimes operated as Star-Rated Luxury Fractionals. Notwithstanding anything herein to the contrary, from and after the date that the Fractional Required Improvements are first opened for business to the public, (i) the Fractional First-Class Standard shall be subject, from and after the date twenty (20) years after the date that the Fractional Required Improvements are first opened for business to the public, to a reduction to reflect (a) material and adverse market forces, and (b) other material, legitimate and adverse business reasons that are outside of the control of Fractional Parcel Owner or Hotel Parcel Owner, which give rise to a legitimate need for a reduction in the Star-Rated Luxury Fractional standard applicable to the Fractional Development as determined by Hotel Parcel Owner in its reasonable business judgment, and (ii) no change to the Structure of the Improvements (defined below) located on the Fractional Parcel shall be required to be made to achieve the Fractional First-Class Standard. For certainty, the phrase "**Structure of the Improvements**" shall mean both (A) typical structural components of a building such as load-bearing walls, foundations, roof structure and exterior walls, and (B) non-structural components of a building such as interior walls, floors and ceilings, windows and doors. In addition, for purposes other than determining whether the Structure of the Improvements of the Fractional Proposed Improvements (defined below) have been maintained

and repaired (or replaced in order to return such Structure of the Improvements of the Fractional Proposed Improvements to the condition originally constructed if maintenance or repair is not possible or feasible) in accordance with this Master Declaration and any applicable Parcel Declaration, the Structure of the Improvements of the Fractional Proposed Improvements shall be deemed to be consistent with the Fractional First-Class Standard from and after the date such Fractional Proposed Improvements are first opened for business to the public. For the avoidance of doubt, nothing contained in this Article 2.79 shall be deemed to relieve or diminish Fractional Parcel Owner's obligation to: (y) construct the Fractional Proposed Improvements in conformity with the Approved Final Plans therefor, and (z) maintain and repair (or replace in order to return such Structure of the Improvements of the Fractional Proposed Improvements to the condition originally constructed if maintenance or repair is not possible or feasible) the Structure of the Improvements of the Fractional Proposed Improvements in accordance with this Master Declaration and any applicable Parcel Declaration from and after the date such Fractional Proposed Improvements are first opened for business to the public.

2.80. "**Fractional Interests**" shall have the meaning set forth in Article 2.78 hereof.

2.81. "**Fractional Parcel**" shall mean that portion of the Property described on Exhibit "F", attached hereto and incorporated herein by reference.

2.82. "**Fractional Parcel Owner**" shall initially mean FS Orlando Residential, LLC, a Delaware limited liability company, as Owner of the Fractional Parcel, and, from and after the Effective Date of this Master Declaration and prior to the creation of a condominium or fractional ownership regime on the Fractional Parcel, any and all successors-in-title to the entirety of such initial Fractional Parcel Owner's fee simple interest and estate in the Fractional Parcel; *provided,* that as to any portion of the Fractional Parcel declared to be a condominium or fractional ownership regime pursuant to which an owners' association is created, that such owners' association shall be deemed for all purposes (unless otherwise expressly provided in a Parcel Declaration) to be the Fractional Parcel Owner. This definition shall not relieve any Owner of a Unit (or Fractional Interest(s) therein) located on the Fractional Parcel from complying with the terms and conditions set forth in this Master Declaration or any applicable Supplemental Declaration or Parcel Declaration.

2.83. "**Fractional Parcel Permitted Use**" shall mean: (i) the Fractional Development, (ii) such ancillary services, amenities, facilities, activities and operations (including, by way of example and not limitation, conference and meeting space, banquet facilities, kids club and day care solely for Fractional Property Guests, spa, exercise facilities, swimming pool, food and beverage, and parking) as Fractional Parcel Owner may elect to provide in its discretion and as are commonly offered by developers and operators of similar projects, but specifically excluding any use or activity expressly prohibited under this Master Declaration or any Supplemental Declaration or any Parcel Declaration; (iii) exchange programs or vacation clubs operated or approved by Four Seasons or an Affiliate of Four Seasons; (iv) the ability to rent Units owned by Fractional Parcel Owner and/or fractional time not used by individual Owners of Fractional Interests, each in a manner that is complementary to the operation of the Hotel; (v) sales, marketing, and promotional activities in connection with the sale of Fractional Interests; and (vi) such other uses as Declarant may, in Declarant's sole, absolute and unfettered discretion, elect to

approve for the Fractional Parcel, which approval may be granted or withheld in Declarant's sole, absolute and unfettered discretion; *provided, however*, that Declarant shall not unreasonably withhold or delay its consent for such uses which are complementary, consistent and a direct extension of the Fractional Parcel Permitted Use (as reasonably determined by Declarant) and are not otherwise expressly prohibited by this Master Declaration or any applicable Parcel Declaration.

2.84. "**Fractional Property**" shall mean the Fractional Parcel and all Improvements from time to time located, constructed, installed or placed thereon, or attached or affixed thereto.

2.85. "**Fractional Property Guests**" shall mean Fractional Development guests, residents, members and their families or guests.

2.86. "**Fractional Proposed Improvements**" shall mean the Fractional Required Improvements and any other Improvements that are part of or necessary for the Fractional Parcel Permitted Use which Fractional Parcel Owner proposes to develop and construct on the Fractional Parcel.

2.87. "**Fractional Required Improvements**" shall mean the Fractional Development to be located on the Fractional Parcel described as part of the Fractional Parcel Permitted Use.

2.88. "**Gambling Venue**" shall mean and refer to any establishment (a) which contains any devices, equipment or facilities for the participation in, or to be used to hold any events, functions or programs that involve casino-style gambling, wagering, betting or other similar activities which take place in such establishment (including, but not limited to, card games, keno, slot machines, sports betting and animal race betting), where the participants have the opportunity to receive monetary or other consideration as a result of such activities, and (b) which derives twenty-five percent (25%) or more of its annual revenue from the foregoing gambling, wagering, betting or other similar activities. Notwithstanding the foregoing, the term "Gambling Venue" shall not include: (x) any normal retail establishment, such as a gas station, convenience store, sundry shop or grocery store, that sells lottery tickets that are authorized by a Governmental Authority; (y) any establishments that are deemed Gambling Venues solely for the events and activities described in the second sentence of Article 2.163.19; and (z) any hotel or resort operated or managed by Four Seasons or its Affiliates under the "Four Seasons" brand that is located in, proximate to or contains a gambling area, including, without limitation, Las Vegas or Macau.

2.89. "**Gambling Venue Materials**" shall mean any brochure, magazine, book, information sheet, admission media (such as tickets, certificates or coupons), flyer, sign, card, video cassette, compact disc or laser disc or any other printed, visual, electronic or other media or materials, of any kind or nature whatsoever, whether or not now technologically existent, produced, offered and/or distributed by or on behalf of any Gambling Venue and used, or intended to be used by or on behalf of any person or entity for the purposes of advertising, publicizing, promoting or marketing such Gambling Venue(s).

2.90. "**Golf Access Road Property**" shall have the meaning set forth in Article 2.4 hereof.

2.91. "**Golf Course Easements**" shall have the meaning set forth in Article 7.11.1. hereof.

2.92. "**Golf Course Facility**" shall mean the Star-Rated Golf Course Facility comprised of an eighteen (18) hole golf course, and, to the extent actually constructed, installed, or placed on the Golf Parcel, the following uses and facilities: putting greens; driving ranges; pro shop; club house; halfway house; golf cart and vehicular parking areas; golf cart paths; golf course maintenance and service areas and related facilities; pro-staff services and other uses and facilities ancillary to traditional golf uses.

2.93. "**Golf Course First-Class Standard**" shall refer to the standard by which the Golf Parcel and the Improvements thereon shall be constructed, maintained, repaired, replaced, managed, operated and used. Golf Course First-Class Standard shall mean and refer to levels and/or standards of quality with respect to construction, operations, service and maintenance consistent with the Hotel and not less than the levels and/or standards of operations, services, maintenance and repair existing in and maintained by other Star-Rated Golf Course Facilities. Notwithstanding anything herein to the contrary, from and after the date that the Golf Course Facility is first opened for business to the public, (i) the Golf Course First-Class Standard shall be subject, from and after the date twenty (20) years after the date that the Golf Course Facility is first opened for business to the public, to a reduction to reflect (a) material and adverse market forces, and (b) other material, legitimate and adverse business reasons that are outside of the control of Golf Parcel Owner, which give rise to a legitimate need for a reduction in the Star-Rated Golf Course Facility standard applicable to the Golf Course Facility as determined by Golf Parcel Owner in its reasonable business judgment, and (ii) no change to the Structure of the Improvements located on the Golf Parcel shall be required to be made to achieve the Golf Course First-Class Standard. Declarant acknowledges and agrees that, as of the Effective Date, the Golf Parcel and Golf Course Facility comply with the Golf Course First-Class Standard. In addition, for purposes other than determining whether the Structure of the Improvements existing on the Golf Parcel as of the Effective Date and the Structure of the Improvements to the Golf Proposed Improvements (defined below) have been maintained and repaired (or replaced in order to return (1) such Structure of the Improvements existing on the Golf Parcel as of the Effective Date to the condition existing as of the Effective Date if maintenance or repair is not possible or feasible and (2) such Structure of the Improvements of the Golf Proposed Improvements to the condition originally constructed if maintenance or repair is not possible or feasible) in accordance with this Master Declaration and any applicable Parcel Declaration: (A) the Structure of the Improvements existing on the Golf Parcel as of the Effective Date shall be deemed to be consistent with the Golf Course First-Class Standard from and after the Effective Date, and (B) the Structure of the Improvements of the Golf Proposed Improvements shall be deemed to be consistent with the Golf Course First-Class Standard from and after the date such Golf Proposed Improvements are first opened for business to the public. For the avoidance of doubt, nothing contained in this Article 2.93 shall be deemed to relieve or diminish Golf Parcel Owner's obligation to: (x) construct the Golf Proposed Improvements in conformity with the Approved Final Plans therefor, (y) maintain and repair (or replace in order to return such Structure of the Improvements existing on the Golf Parcel as of the Effective Date to the condition existing as of the Effective Date if maintenance or repair is not possible or feasible) the Structure of the Improvements existing on the Golf Parcel as of the Effective Date in accordance with this Master

Declaration and any applicable Parcel Declaration from and after the Effective Date, and (z) maintain and repair (or replace in order to return such Structure of the Improvements of the Golf Proposed Improvements to the condition originally constructed if maintenance or repair is not possible or feasible) the Structure of the Improvements of the Golf Proposed Improvements in accordance with this Master Declaration and any applicable Parcel Declaration from and after the date such Golf Proposed Improvements are first opened for business to the public.

2.94. "**Golf Parcel**" shall mean that portion of the Property described on Exhibit "G", attached hereto and incorporated herein by reference.

2.95. "**Golf Parcel Owner**" shall initially mean FS Orlando Golf, LLC, a Delaware limited liability company, as Owner of the Golf Parcel, and from and after the Effective Date of this Master Declaration, (i) any and all successors-in-title to the entirety of such initial Golf Parcel Owner's fee simple interest and estate in the Golf Parcel.

2.96. "**Golf Parcel Permitted Use**" shall mean the development, construction, use, operation, management, maintenance and repair of a Star-Rated Golf Course Facility comprised of an eighteen (18) hole golf course and any or all of the following uses and facilities: putting greens; driving ranges; pro shop; club house; halfway house; golf cart and vehicular parking areas; golf cart paths; golf course maintenance and service areas and related facilities; teaching academy; pro-staff services and other uses and facilities ancillary to traditional golf uses.

2.97. "**Golf Property**" shall mean the Golf Parcel and all Improvements from time to time located, constructed, installed or placed thereon, or attached or affixed thereto.

2.98. "**Golf Property Guests**" shall mean Golf Course guests, day users, invitees, members and their families, guests or invitees.

2.99. "**Golf Proposed Improvements**" shall mean and refer to the potential renovation of the existing clubhouse located on the Golf Parcel and any other Improvements that Golf Parcel Owner proposes, now or in the future, to develop and construct on the Golf Parcel.

2.100. "**Governing Documents**" shall mean the following:

2.100.1. this Master Declaration and each Supplemental Declaration, Parcel Declaration and/or Amendment, if any, as such documents may exist from time to time, and the rules and regulations promulgated thereunder;

2.100.2. the Developer's Agreement and all other planned development land use requirements for the development of the Property, or portions thereof, approved by the County;

2.100.3. the requirements of the comprehensive plan and any and all amendments thereto applicable to the Property from time to time; and

2.100.4. any and all Governmental Permits, agreements and other instruments issued by or to which a Governmental Authority is a party, to the extent such instruments impose specific obligations, conditions or limitations on the Property.

2.101. "**Governmental Authority**" means the United States of America, and any state, county, city, RCID or political subdivision thereof, and any board, bureau, council, commission, department, agency, quasi-governmental agency or authority, court, legislative body or other instrumentality of the United States of America or any state, county, city or political subdivision thereof.

2.102. "**Governmental Permits**" shall have the meaning set forth in Article 5.14.1. hereof.

2.103. "**Guest Lodge**" shall have the meaning set forth in Article 1.5 hereof.

2.104. "**Home**" shall mean a residential dwelling unit constructed on a Lot or Lot(s) (defined below) within the Property, which is designed and intended for use and occupancy as a single-family residence, and specifically excluding the Fractional Development. Construction of a Home on more than one (1) Lot is permitted; *provided, however*, that all requirements of Governmental Authorities, Design Guidelines, Declarant and the ACB for the construction of a Home on more than one (1) Lot must be satisfied prior to construction, and that Declarant reserves the right to prohibit the construction of a Home on more than one (1) Lot in any Supplemental Declaration or Parcel Declaration.

2.105. "**Home and Lot Approved Conceptual Plans**" shall have the meaning set forth in Article 5.5.2.(a) hereof.

2.106. "**Home and Lot Approved Design Development Plans**" shall have the meaning set forth in Article 5.5.2.(b) hereof.

2.107. "**Home and Lot Approved Final Plans**" shall have the meaning set forth in Article 5.5.2.(c) hereof.

2.108. "**Home and Lot Conceptual Plans**" shall have the meaning set forth in Article 2.46 hereof.

2.109. "**Home and Lot Design Development Plans**" shall have the meaning set forth in Article 2.57 hereof.

2.110. "**Home and Lot Final Plans**" shall have the meaning set forth in Article 2.74 hereof.

2.111. "**Hotel**" shall mean the Star-Rated Luxury Hotel that has (i) no less than four hundred twenty-five (425) guest rooms nor more than four hundred forty-five (445) guest rooms, together with a spa and other related hotel amenities. Notwithstanding anything to the contrary, the Hotel shall be used, owned and operated as a traditional luxury hotel (as defined by the Hotel First-Class Standard) and shall not be created, sold, or converted to the condominium,

condominium hotel, condominium-owned rental hotel, or other residential or non-traditional form of hotel use, ownership, or operation.

2.112. "**Hotel Development Property**" shall mean that portion of the Hotel Parcel more particularly described on Exhibit "H", and upon which the Hotel Required Improvements constituting the Hotel shall be constructed.

2.113. "**Hotel First-Class Standard**" shall refer to the standard by which the Hotel Development Property and the Improvements thereon shall be constructed, maintained, repaired, replaced, managed, operated and used. Hotel First-Class Standard shall mean and refer to levels and/or standards of quality with respect to construction, operations, service and maintenance not less than the levels and/or standards of operations, services, maintenance and repair existing in and maintained by: (i) with respect to the Hotel Required Improvements, other Star-Rated Luxury Hotels, and (ii) with respect to all other Improvements located on the Hotel Development Property, other similar improvements which are located at other hotels and resorts operated as Star-Rated Luxury Hotels. Notwithstanding anything herein to the contrary, from and after the date that the Hotel Required Improvements are first opened for business to the public, (i) the Hotel First-Class Standard shall be subject, from and after the date twenty (20) years after the date that the Hotel Required Improvements are first opened for business to the public, to a reduction to reflect (a) material and adverse market forces, and (b) other material, legitimate and adverse business reasons that are outside of the control of Hotel Parcel Owner, which give rise to a legitimate need for a reduction in the Star-Rated Luxury Hotel standard applicable to the Hotel as determined by Hotel Parcel Owner in its reasonable business judgment, and (ii) no change to the Structure of the Improvements located on the Hotel Development Property shall be required to be made to achieve the Hotel First-Class Standard. In addition, for purposes other than determining whether the Structure of the Improvements of the Hotel Proposed Improvements (defined below) have been maintained and repaired (or replaced in order to return such Structure of the Improvements of the Hotel Proposed Improvements to the condition originally constructed if maintenance or repair is not possible or feasible) in accordance with this Master Declaration and any applicable Parcel Declaration, the Structure of the Improvements of the Hotel Proposed Improvements shall be deemed to be consistent with the Hotel First-Class Standard from and after the date such Hotel Proposed Improvements are first opened for business to the public. For the avoidance of doubt, nothing contained in this Article 2.113 shall be deemed to relieve or diminish Hotel Parcel Owner's obligation to: (y) construct the Hotel Proposed Improvements in conformity with the Approved Final Plans therefor, and (z) maintain and repair (or replace in order to return such structure of the Hotel Proposed Improvements to the condition originally constructed if maintenance or repair is not possible or feasible) the Structure of the Improvements of the Hotel Proposed Improvements in accordance with this Master Declaration and any applicable Parcel Declaration from and after the date such Hotel Proposed Improvements are first opened for business to the public.

2.114. "**Hotel Parcel**" shall mean that portion of the Property described on Exhibit "H", attached hereto and incorporated herein by reference, which is collectively comprised of the Hotel Development Property and the Hotel Parking Property (defined below).

2.115. "**Hotel Parcel Owner**" shall initially mean FS Orlando, LLC, a Delaware limited liability company, as Owner of the Hotel Parcel, and, from and after the Effective Date of this Master Declaration, any and all successors-in-title to the entirety of such initial Hotel Parcel Owner's fee simple interest and estate in the Hotel Property.

2.116. "**Hotel Parcel Permitted Use**" shall mean: (i) the Hotel; (ii) the Hotel Parking Facility; (iii) such ancillary services, amenities, facilities, activities and operations (including, without limitation, an entry gate and gate house, indoor dedicated banquet and meeting space of not more than 50,000 square feet (the calculation of such square footage shall not include back of house service areas, passageways, hallways or other similar circulation areas, outdoor or exterior tented areas, areas that are primarily used as a restaurant or other areas that are not indoor dedicated banquet and meeting space), kids club and day care solely for Property Guests, spa, exercise facilities, swimming pool, food and beverage, customary retail facilities, and parking solely for Property Guests and employees of the Hotel, Fractional Development, Golf Course Facility and Branded Residential Property) as Hotel Parcel Owner may elect to provide in its discretion and as are commonly offered by developers and operators of similar projects, but specifically excluding any use or activity expressly prohibited under this Master Declaration or any applicable Parcel Declaration; and (iv) such other uses as Declarant may, in Declarant's sole, absolute and unfettered discretion, elect to approve for the Hotel Parcel, which approval may be granted or withheld in Declarant's sole, absolute and unfettered discretion; *provided, however*, that Declarant shall not unreasonably withhold or delay its consent for such uses which are complementary, consistent, and a direct extension of the Hotel Parcel Permitted Use hereunder (as reasonably determined by Declarant) and are not otherwise expressly prohibited by this Master Declaration or any applicable Parcel Declaration.

2.117. "**Hotel Parking Facility**" shall mean the paved parking component of the Hotel Required Improvements to the Hotel Parking Property which shall be constructed, used, operated, maintained and repaired by Hotel Parcel Owner as a paved parking lot for employees of the Hotel, and, to the extent managed by the same Property Manager (defined below) as the Hotel, the employees of the Golf Course Facility, the Fractional Development and the Branded Residential Property.

2.118. "**Hotel Parking Property**" shall mean that portion of the Hotel Parcel more particularly described on Exhibit "H", and upon which the Hotel Required Improvements constituting the Hotel Parking Facility shall be constructed.

2.119. "**Hotel Property**" shall mean the Hotel Parcel and all Improvements from time to time located, constructed, installed or placed thereon, or attached or affixed thereto.

2.120. "**Hotel Property Guests**" shall mean Hotel guests, day users, residents, members and their families or guests.

2.121. "**Hotel Proposed Improvements**" shall mean the Hotel Required Improvements and any other Improvements that are part of the Hotel Parcel Permitted Use which Hotel Parcel Owner proposes to develop and construct on the Hotel Parcel.

2.122. "**Hotel Required Improvements**" shall mean the Hotel to be located on the Hotel Development Property and Hotel Parking Facility to be located on the Hotel Parking Property described as part of the Hotel Parcel Permitted Use.

2.123. "**HUD**" shall have the meaning set forth in Article 10.1.10.(a) hereof.

2.124. "**Identifying Symbols**" shall mean any names, designs, symbols, stories, fanciful characters or other words, pictures or representations identifying or commonly associated with a person, entity, place or thing, and any variation or derivation thereof.

2.125. "**Improvements**" shall mean any and all buildings, structures, driveways, parking areas, hardscaped areas, landscaped areas (including, without limitation, clearing, grading, excavation and other site work associated therewith), paved areas, fences, signs, site lighting, site furnishings and other physical improvements from time to time hereafter located, constructed, installed or placed on, or attached or affixed, above or below grade, to the Property or any portion thereof, and any and all Alterations thereto and thereof. The term Improvements shall include the Hotel Proposed Improvements, Fractional Proposed Improvements and Golf Proposed Improvements.

2.126. "**Indemnified Party**" and "**Indemnified Parties**" shall have the meaning set forth in Article 13.1 hereof.

2.127. "**Indemnifying Party**" shall have the meaning set forth in Article 13.1 hereof.

2.128. "**Infrastructure**" means any Project gates, gate houses, roads, roadways, road structures (i.e., bridges and culverts), alleyways, building facilities/structures, grading, drainage structures, portions of the Surface Water Management System, telephone, domestic and potable water utility systems, waste water utility systems (including gravity mains, force mains and lift stations), reuse water utility systems, electrical, telecommunication, gas, other utilities, fencing, entry features, security gates and systems, parking areas, pedestrian trails and sidewalks, landscaping, hardscaping, irrigation systems, street lighting, architectural lighting, signalization and signage (i.e., regulatory, street, and wayfinding information) and pavement markers constructed on the Areas of Association Responsibility from time to time.

2.129. "**Inspection Engineer**" shall have the meaning set forth in Article 6.8.5. hereof.

2.130. "**Institutional Mortgagee**" means Declarant, a Developer, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any trust, savings and loan association, credit union, mortgage company, bank, investment bank, REIT, insurance company, Fee Mortgagee or other commercial loan company, to the extent that any of the same hold a first mortgage encumbering any portion of the Property.

2.131. "**Interlocal Agreement**" shall mean that certain Interlocal Agreement (Providing for Management & Operation of Surface Water Management System, Ecological Resources & Utilities) recorded in Official Records Book 9722, Page 7598, of the Public Records of Orange County, Florida, together with all amendments and supplements thereto.

2.132. "**L-105 Property**" shall have the meaning set forth in Article 3.1 hereof.

2.133. "**Laws**" means all constitutions, statutes, ordinances, codes, regulations, permits, 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.

2.134. "**Legal Fees and Costs**" shall mean reasonable fees and costs for attorney and paralegal services, expert and consultant services, and other related costs incurred in connection with: (i) litigation, whether or not an action is actually begun, including, without limitation, in negotiations and preparations therefor, through and including all trial and appellate levels and post judgment, bankruptcy, and probate proceedings, and (ii) the collection of past due Charges, fines, fees, and other assessments of Declarant or the Non-Residential Association, including, but not limited to, preparation of notices and liens; and shall also include court costs through and including all trial and appellate levels and post-judgment, bankruptcy, and probate proceedings.

2.135. "**Lot**" shall mean and refer to any parcel of land within the Property, as shown on a plat, upon which a Home is permitted to be constructed, and any portion of the Property that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Master Declaration by a Supplemental Declaration.

2.136. "**Marketing Activities**" shall mean commercially reasonable activities actively engaged in by an Owner in an effort to market the Property, or portion thereof, including, without limitation, engaging the services of a licensed real estate broker who is authorized and directed to actively market the same.

2.137. "**Master Declaration**" shall mean this instrument, including all Exhibits attached hereto, together with any Amendment(s) to this Master Declaration, which may be recorded amongst the Public Records of the County in accordance with this Master Declaration.

2.138. "**Members**" shall have the meaning set forth in Article 6.3.1. hereof. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NO OWNER OF A UNIT (OR ANY FRACTIONAL INTEREST THEREIN) OR PARCEL SHALL BE A MEMBER OF THE NON-RESIDENTIAL ASSOCIATION BY VIRTUE OF OWNERSHIP OF SUCH UNIT (OR ANY FRACTIONAL INTEREST THEREIN) OR PARCEL.

2.139. "**Multi-Family or Commercial Property**" shall mean and refer to (i) any portion of the Additional Residential Parcel which will be used for multi-family occupancy, or (ii) any portion of the Additional Property that will be used for multi-family occupancy or for commercial purposes.

2.140. "**Multi-Family or Commercial Property Approved Conceptual Plans**" shall have the meaning set forth in Article 5.5.3.(a) hereof.

2.141. "**Multi-Family or Commercial Property Approved Design Development Plans**" shall have the meaning set forth in Article 5.5.3.(b) hereof.

2.142. "**Multi-Family or Commercial Property Approved Final Plans**" shall have the meaning set forth in Article 5.5.3.(c) hereof.

2.143. "**Multi-Family or Commercial Property Certificate of Occupancy Date**" shall mean the date on which permanent certificate(s) of occupancy for the Improvements shall have been issued by the appropriate Governmental Authorities to an Owner, and a copy thereof delivered to Declarant, and all other certificates, licenses, permits, authorizations, consents and approvals necessary for the full use and occupancy of the Improvements for their intended purposes shall have been issued by the appropriate Governmental Authorities to an Owner, and copies thereof have been delivered to Declarant.

2.144. "**Multi-Family or Commercial Property Completion of Construction**" shall have the meaning set forth in Article 5.10 hereof.

2.145. "**Multi-Family or Commercial Property Conceptual Plans**" shall have the meaning set forth in Article 2.46 hereof.

2.146. "**Multi-Family or Commercial Property Design Architect**" shall have the meaning set forth in Article 5.4.2. hereof.

2.147. "**Multi-Family or Commercial Property Design Development Plans**" shall have the meaning set forth in Article 2.57 hereof.

2.148. "**Multi-Family or Commercial Property Final Plans**" shall have the meaning set forth in Article 2.74 hereof.

2.149. "**NGVD 29**" means and refers to vertical coordinate information referenced to the National Geodetic Vertical Datum of 1929.

2.150. "**Non-Disney Attraction or Entertainment Facility**" shall mean any Attraction or Entertainment Facility that is not a Disney Attraction or Entertainment Facility.

2.151. "**Non-Disney Cruise Ship**" shall mean any Cruise Ship that is not a Disney Cruise Ship.

2.152. "**Non-Disney Themed Items**" shall mean any souvenir, artwork, video, compact disc, laser disc, book, plush, photograph, poster, jewelry, apparel or other display, good or product, which contains, features, depicts, refers to or is derived from or a manifestation of: (i) any Non-Disney Attraction or Entertainment Facility or Non-Disney Cruise Ship, or any part thereof; (ii) any fanciful or animated theme, story or character featured at any Non-Disney Attraction or Entertainment Facility; or (iii) any fanciful or animated theme, story or character featured in any motion picture, animated film, cable or television program or other form of media (whether now in existence or hereafter created), that is produced or distributed by any person or entity other than Declarant or any of Declarant's Affiliates.

2.153. "**Non-Residential Association**" means and refers to the Golden Oak Non-Residential Association, Inc., a Florida corporation not for profit, its successors and assigns.

2.154. "**O&M Costs**" shall mean and refer to the total costs and expenses of administering, operating and managing the Non-Residential Association, including, without limitation, property management payroll, management fee(s), insurance, office supplies and routine legal and audit costs.

2.155. "**Open Space**" shall mean those portions of the Property, if any, that are designated as open space from time to time by means of a plat, replat, amendment to this Master Declaration, or a Supplemental Declaration, Parcel Declaration, site plan, permit or other document, and is preserved and maintained by its Owner for any of the following purposes: (i) the protection of natural resources; (ii) a park or recreational area (either active or passive); and (iii) light infiltration, visual relief, air circulation and pedestrian circulation (including, without limitation, buffer areas, greenbelts, landscaped areas, decorative entry features, plazas and hardscapes, sidewalks, pathways and walk ways, signage and lighting).

2.156. "**Owner**" shall initially mean and refer to the record holder of fee simple title to an interest in any Parcel, including, without limitation, Declarant. At such time as a Parcel undergoes further subdivision into Units by plat, Parcel Declaration or otherwise, the term "Owner" will include the record holder of fee simple title to any Unit (including any Fractional Interest therein) within a Parcel. 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 a Unit (other than Fractional Interests in a 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. With respect to any Fractional Interest in a Unit, all owners of such Fractional Interest shall be treated for all purposes as a single Owner of such Fractional Interest in such Unit. Declarant shall be an Owner for so long as it owns any portion of the Property.

2.157. "**Parcel**" shall originally mean each of the Access Road Parcel, Additional Residential Parcel, Disney Parcel, Fractional Parcel, Golf Parcel and Hotel Parcel. For purposes of this Master Declaration, and any applicable Supplemental Declaration or Parcel Declaration, the Common Property and any portions of the Property owned by any Governmental Authority shall not be a Parcel. The definition of Parcel shall also include the Additional Property, or portions thereof, designated as a "Parcel" in any Supplemental Declaration. Upon the conveyance of the Access Road Parcel, or portions thereof, to the Non-Residential Association, the Access Road Parcel, or portion thereof, conveyed to the Non-Residential Association shall, from and after the date of such conveyance, no longer be a Parcel, but shall continue to be subject to the applicable Permitted Use and First-Class Standard requirements of this Master Declaration.

2.158. "**Parcel Declaration**" means any declaration of covenants, restrictions and easements, or declaration of condominium, cooperative, fractional or other similar document recorded by an Owner. Any such Parcel Declaration shall be in a form acceptable to Declarant and subject to Declarant's prior review and approval, which may be withheld or conditioned in Declarant's sole, absolute and unfettered discretion, and shall require Declarant's written joinder and consent prior to recordation in the Public Records of the County to be effective. Any Parcel Declaration shall, upon Declarant's requirement, (i) allocate the density of Units on such

property, (ii) allocate the Charge Units applicable to such Parcel to the Units created on the property and (iii) impose additional covenants, restrictions, easements or obligations on such property, subject to the terms and conditions of this Master Declaration, including, but not limited to, Article 4.3. A Parcel Declaration may set forth provisions establishing a use specific condominium, cooperative, fractional or other similar owners' association. A Parcel Declaration may include the declaration described in Paragraph 9(j) of the Developer's Agreement governing the platted residential lots within the Contracted Property (as defined in the Developer's Agreement) subject to the requirements of the Developer's Agreement.

2.159. "**Permitted Use**" shall mean, with respect to each Parcel, the use for such Parcel set forth under this Master Declaration, any Supplemental Declaration, Parcel Declaration or Amendment, and including, but not limited to, the Access Road Parcel Permitted Use, Additional Residential Parcel Permitted Use, Disney Parcel Permitted Use, Hotel Parcel Permitted Use, Fractional Parcel Permitted Use and Golf Parcel Permitted Use. Notwithstanding anything in this Master Declaration or any Supplemental Declaration or any Parcel Declaration to the contrary, subject to Hotel Parcel Owner's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, Declarant shall have the right, pursuant to a Parcel Declaration, Supplemental Declaration or Amendment, to subject any portion of the Property that Declarant owns to such additional Permitted Uses as Declarant shall desire from time to time, provided, that any additional Permitted Use that conflicts with any applicable restriction set forth in this Master Declaration regarding (i) Transient Occupancy on the Additional Residential Parcel or the Additional Southwest Property, or (ii) leasing, renting, licensing or otherwise granting an occupancy right in a Unit located within the Branded Residential Property, or any portion thereof, for less than one hundred eighty (180) consecutive days or more than twice in any year, shall be subject to the prior written approval of Hotel Parcel Owner in its sole, absolute and unfettered discretion.

2.160. "**Pond Maintenance Costs**" shall mean and refer to the total costs and expenses incurred by the Non-Residential Association in maintaining, repairing, replacing and operating the ponds within the Areas of Association Responsibility, including, but not limited to, the costs and expenses of water quality maintenance, aquatics, control of noxious aquatic weeds and routine and special inspections.

2.161. "**Prime Rate**" shall mean the rate announced or published from time to time by SunTrust Bank, Orlando, Florida, or its successor entity (collectively, "**SunTrust Bank**"), as its "prime rate" or, if no such rate shall then be announced or published by SunTrust Bank then the term Prime Rate shall mean the "discount rate" announced or published from time to time by the Federal Reserve Bank in Atlanta, Georgia. The "prime rate" of SunTrust Bank may be one of several interest bases used by SunTrust Bank as a benchmark rate of interest and is purely discretionary with SunTrust Bank and is not necessarily the lowest, best or most favorable rate of interest charged by SunTrust Bank to any borrowing customer of SunTrust Bank, or any of its Affiliates.

2.162. "**Private Residence Club**" shall mean an equity plan, non-equity plan, membership program, or such other similar program whereby the right to reserve the exclusive use of a Home among multiple owners or members of the program is created, if, and only to the

extent, such club is located on the Unbranded Residential Property and is (i) a membership destination club where the member acquires only a membership interest, but not an interest in real estate, or (ii) a Declarant or Declarant Affiliate owned and operated membership club where the members acquire either (x) a membership interest or (y) an interest in real estate. A condition precedent to the operation and continued operation of any such Private Residence Club shall be that the same be permitted by applicable Law, including, without limitation, zoning ordinances.

2.163. "**Prohibited Uses**" shall include, without limitation, the following:

2.163.1. arcades, game rooms or video parlors (except for video and computer games, billiards, cards and other games or game rooms located (i) on the Disney Property for the sole use and entertainment of certain Unit Owners and their guests and invitees as permitted by the Disney Parcel Owner in its sole, absolute and unfettered discretion, (ii) at the Hotel, Golf Course Facility, or Fractional Development for the sole use and entertainment of Property Guests);

2.163.2. bowling alleys;

2.163.3. bars, taverns, night clubs or other establishments or facilities engaged in the sale and/or other offering of alcoholic beverages for on-site consumption except at or on the Hotel Property, Golf Property, Fractional Property, and/or Disney Property;

2.163.4. a liquor or package store (i.e., an establishment engaged in the sale of alcoholic beverages for off-site consumption) except at the Hotel;

2.163.5. gun ranges;

2.163.6. theaters or cinemas (other than movies, plays, etc., provided for the entertainment of Hotel Property Guests, Fractional Property Guests, and Golf Property Guests on the Hotel Property, Fractional Property and Golf Property, and/or certain Unit Owners and their guests and invitees on the Disney Property as permitted by the Disney Parcel Owner in its sole, absolute and unfettered discretion); provided, that movie premiers or similar general promotional events featuring one or more movies at the Hotel Property, Fractional Property and/or Golf Property shall be prohibited in all circumstances;

2.163.7. outdoor entertainment (except (i) at the Hotel, Fractional Development, and/or Golf Course Facility for Property Guests, (ii) on the Disney Property for certain Unit Owners and their guests and invitees as permitted by the Disney Parcel Owner in its sole, absolute and unfettered discretion, and/or (iii) private entertainment outside a Home for the benefit of private guests and invitees of the homeowner), provided, that the use and discharge of firecrackers and fireworks shall be prohibited on all portions of the Property;

2.163.8. Except as may be otherwise expressly provided in a Parcel Declaration, the sale, offering, marketing, display, distribution or promotion, on or from, or otherwise identified or associated with, the Property or any portion thereof, of any form of:

2.163.8.(a) Attraction or Entertainment Facility Materials other than Attraction or Entertainment Facility Materials produced or distributed by Declarant or one or more of Declarant's Affiliates with Declarant's prior written approval;

2.163.8.(b) Cruise Ship Materials other than Cruise Ship Materials produced or distributed by Declarant or one or more of Declarant's Affiliates with Declarant's prior written approval; *provided, however*, that this prohibition shall only apply at such times as Declarant or any of Declarant's Affiliates own, operate, control or license a Disney Cruise Ship;

2.163.8.(c) Gambling Venue Materials, except as expressly provided in Article 2.163.19; *provided, however*, that this prohibition shall only apply at such times as Declarant or Declarant's Affiliates prohibit or restrict Gambling Venues at the Disney Attraction or Entertainment Facilities; or

2.163.8.(d) Vacation Plan Materials other than Vacation Plan Materials produced or distributed by Declarant or one or more of Declarant's Affiliates with Declarant's prior written approval.

2.163.9. trailer courts, mobile home parks, and recreation vehicle campgrounds;

2.163.10. oil, gas or mineral exploration, drilling, boring, development, refining, quarrying, or mining operations and all construction and equipment incident thereto, oil or gas wells, or shafts;

2.163.11. junk yards, scrap metal yards, automobile used parts and/or dismantling operations and sanitary landfills;

2.163.12. dumping, storage, disposal, incineration, treatment, processing or reduction of garbage, or refuse of any nature, except as incidental to the use, operation and ownership of the Hotel Property, Fractional Property, Golf Property or Disney Property (or a portion of any of the foregoing) in accordance with this Master Declaration, consistent with the use, operation and ownership of the such Parcels with the First-Class Standard, and in a manner which does not result in noxious odors emitting from the Hotel Property, Fractional Property, Golf Property or Disney Property;

2.163.13. lumberyards, sawmills, or outdoor storage of building or construction materials (except in the usual course of construction on the site where stored);

2.163.14. flea markets, yard sales, auctions and fire and bankruptcy sale operations;

2.163.15. truck terminals, truck stop-type facilities or the use of any portion of the Property for overnight parking or storage of any trucks (other than those trucks which are in the process of making pick-ups or deliveries to the Property, provided that no such truck shall remain parked or stored for in excess of forty-eight (48) hours));

2.163.16. massage parlors (except for massage services offered (i) to Property Guests at the Hotel, Fractional Development, Golf Course Facility and/or Branded Residential Property; and/or (ii) to certain Unit Owners and their guests and invitees on the Disney Property as permitted by the Disney Parcel Owner in its sole, absolute and unfettered discretion), and any establishment which offers entertainment or service which includes nude or partially dressed male or female persons;

2.163.17. any industrial use; *provided, however*, that the foregoing is not intended to prohibit the use of the Hotel Property for the Hotel Parcel Permitted Use, the Fractional Property for the Fractional Parcel Permitted Use, the Golf Property for the Golf Parcel Permitted Use, or the Disney Property for the Disney Parcel Permitted Use;

2.163.18. "adult entertainment uses", which term shall mean, for the purposes of this Master Declaration, and any Supplemental Declaration and Parcel Declaration, any theater, establishment, equipment or system which: (i) shows, previews, sells, rents, distributes, displays, depicts or promotes in any way "adult" movies, films, motion pictures, videos, television shows, cable media, magazines, books or other medium, media or electronic experience (whether now or hereafter developed); or (ii) sells, rents, or distributes sexually explicit games, toys, devices, or similar merchandise (provided that nothing herein is intended to require the blocking of access to the same from any personal computer or internet access point or any future technological equivalent). For the purposes of the foregoing, the term "adult" shall mean and refer to any material that is (i) obscene or pornographic as determined by Declarant in its sole, absolute and unfettered discretion; *provided, however*, that Declarant shall consistently apply its determination of the term "adult" to the Property, and the users and Owners thereof, and the hotels located within the WALT DISNEY WORLD® Resort Complex, or (ii) rated X or NC-17 or its equivalent by the movie production industry (or any successor rating established by the movie production industry);

2.163.19. any establishment which contains any devices, equipment or facilities for the participation in, or to be used to hold any events, functions or programs that involve gambling, wagering, betting or other similar activities, where the participants have the opportunity to receive monetary or other consideration (provided that nothing herein is intended to require the blocking of access to the same from any personal computer or internet access point or any future technological equivalent). The foregoing is not intended to prohibit the use of portions of the Hotel Property, Golf Property, Fractional Property, Disney Property, or any single family Home for special events for charitable purposes which involve games of chance, raffles and/or drawings (including, without limitation, the occasional use for casino night type entertainment) and for occasional bingo games and occasional "Las Vegas Nights" and other social events for Hotel Property Guests on the Hotel Property, Fractional Property Guests on the Fractional Property, Golf Property Guests on the Golf Property, certain Unit Owners and their guests and invitees on the Disney Property as permitted by the Disney Parcel Owner, in its sole, absolute and unfettered discretion, and/or certain guests and invitees of single family Home Owners on such Home Owner's Lot, provided that such events comply with all applicable Laws and are open only to the Hotel Property Guests, Fractional Property Guests, Golf Property Guests, Unit Owners and their guests and invitees, and/or guests and invitees of the single family Home Owner, as applicable, and provided further the regularly scheduled use of the Hotel

Property, Fractional Property, Golf Property, Disney Property, or any Home for such uses (e.g., weekly bingo games) shall not be permitted. Notwithstanding and in addition to the foregoing, the use of any Home for any of the foregoing special events for charitable purposes which involve games of chance, raffles and/or drawings or other social events, shall be contingent upon the Home Owner's receipt of the Non-Residential Association's prior written consent thereto, and such consent may be withheld by the Non-Residential Association in its sole, absolute and unfettered discretion;

2.163.20. except as provided in this Article 2.163.20, no timeshare plans, fractional plans, exchange programs or clubs, or travel or vacation clubs comprised of a trust, corporation, cooperative, limited liability company, partnership, equity plan, non-equity plan, membership program, or any such other similar programs, structures, schemes, devices or plans of any kind (i) shall be created, established, operated or maintained with respect to the Property, or any portion thereof, (ii) shall acquire or accommodate a Unit (or interest therein), or (iii) shall be permitted to incorporate a Unit (or interest therein) into such entity, program, structure, scheme, device or plan. Additionally, in no event shall any Owner of a Unit within the Additional Residential Parcel, including, but not limited to, the Branded Residential Property, and, to the extent subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, the Additional Property or portions thereof, lease such Unit for a period less than one hundred eighty (180) consecutive days or more than twice in any year; *provided, however*, that the foregoing shall not prohibit or restrict in any manner (i) the creation, establishment, operation or maintenance of permitted Private Residence Club(s) within the Unbranded Residential Property, (ii) the creation, establishment, operation or maintenance of Transient Occupancy on the Additional Southeast Property, (iii) Corporate Use, or (iv) Four Seasons or its Affiliates from creating, establishing, operating, using or maintaining the Branded Residential Exchange Program within the Branded Residential Property, and any amendment to the foregoing one hundred eighty (180) consecutive day or more than twice in any year leasing restriction shall be subject to the prior written consent of the Board of County Commissioners for Orange County, Florida. Additional use restrictions regarding the Branded Residential Property are set forth in Article 2.31 above. Notwithstanding the foregoing, this Article 2.163.20 shall not prohibit or restrict (i) Fractional Parcel Owner from creating, establishing, operating, using, or maintaining the Fractional Development and conveying Fractional Interests in accordance with the Fractional Parcel Permitted Use, provided that the Fractional Development may only be affiliated with exchange programs and vacation clubs operated and/or approved by the Property Manager for the Hotel Parcel or its Affiliates, (ii) the creation, establishment, operation, use, or maintenance of a Private Residence Club(s) within the Unbranded Residential Property, or (iii) Four Seasons or its Affiliates from creating, establishing, operating, using, or maintaining any Branded Residential Exchange Program within the Branded Residential Property;

2.163.21. with respect to any portion or portions of the Property located within the jurisdictional boundaries of the RCID, including, without limitation, the Hotel Parcel and Golf Parcel, no residential, condominium or cooperative use or occupancy, including, without limitation, any occupancy, transient or otherwise, exceeding forty-five (45) consecutive days; *provided, however*, that (i) neither Hotel Parcel Owner, nor any other Owner or Property

Manager shall be required or have any obligation to take any action to enforce this prohibition if the same would be in violation of any Law, and (ii) Declarant shall not have any right to declare a default of this Article 2.163.21 unless and until such forty-five (45) consecutive day limitation has been exceeded;

2.163.22. the use or operation of the Hotel Parcel, Fractional Parcel or Golf Parcel, or any portion thereof, as a bank, savings and loan or similar institution or services (other than check cashing, operating and maintaining of automated teller or cash machines and providing foreign currency exchange services for Hotel Property Guests, Fractional Property Guests or Golf Property Guests on the Hotel Parcel);

2.163.23. except with the prior written consent of Hotel Parcel Owner, which consent may be withheld in its sole, absolute and unfettered discretion, single family home Improvements on the (i) Additional Residential Parcel, (ii) Additional Southeast Property, but only in the event access to the Additional Southeast Property is through the main entry gate on the Project Access Road Property to the Project or the Declarant Southeast Property is marketed and branded by Declarant as being a part of the Project, and (iii) Additional Southwest Property, but only in the event access to the Additional Southwest Property is through the main entry gate on the Project Access Road Property to the Project or the Additional Southwest Property is marketed and branded by Declarant as being a part of the Project, shall not: (a) exceed a height in excess of three (3) habitable stories above ground level, or (b) contain less than 2,000 air conditioned square feet; or

2.163.24. except with the prior written consent of Hotel Parcel Owner, which consent shall not be unreasonably withheld, conditioned or delayed, multi-family home Improvements on the (i) Additional Residential Parcel, and (ii) Additional Southwest Property, but only in the event access to the Additional Southwest Property is through the main entry gate on the Project Access Road Property to the Project or the Additional Southwest Property is marketed and branded by Declarant as being a part of the Project, shall not: (a) exceed a height in excess of four (4) habitable stories above ground level, or (b) contain less than 1,500 air conditioned square feet; or

2.163.25. except with the prior written consent of Hotel Parcel Owner, which consent may be withheld in its sole, absolute and unfettered discretion, the construction of Units, on the applicable portions of the Property described in Article 2.56, shall not exceed the Density Limitation.

The singular of Prohibited Uses is "**Prohibited Use**."

2.164. "**Project**" shall have the meaning set forth in Article 1.1.1. hereof.

2.165. "**Project Access Road Property**" shall have the meaning set forth in Article 2.4 hereof.

2.166. "**Project Areas of Association Responsibility**" means and refers to those portions of the Areas of Association Responsibility which are generally depicted by bold diagonal lines on Exhibit "Y-1", attached hereto and incorporated herein by reference, which

includes, without limitation, the Access Road Parcel, portions of the Surface Water Management System, Ponds 7, 8, 14 and 15, the main controlled access gate(s), gate house(s) and related facilities, along with surrounding landscaping and other Infrastructure related to the other Project Areas of Association Responsibility herein above described.

2.167. "**Project Common Expenses**" means (i) the costs and expenses incurred or anticipated to be incurred by the Non-Residential Association in connection with the ownership, operation, management, repair or replacement of the Project Areas of Association Responsibility and the Improvements located thereon, (ii) a certain amount of the O&M Costs as more particularly set forth in Article 2.167.8. below, (iii) all costs and expenses associated with the Non-Residential Association's enforcement of the Governing Documents for the common use, enjoyment and benefit of all Parcels and Units, (iv) any reserves required by this Master Declaration for the Project Areas of Association Responsibility, and (v) any other reasonable reserve(s) for the Project Areas of Association Responsibility, as the Board of Directors may find necessary and appropriate pursuant to the Governing Documents. Project Common Expenses shall expressly include, without limitation, the (a) the costs and expenses incurred by the Non-Residential Association for the below-listed items and (b) such other reasonable costs and expenses which are consistent in nature to the below-listed items and borne by the Non-Residential Association, but only to the extent the costs and expenses set forth in clauses (a) and (b) are for or attributable to the Project Areas of Association Responsibility (unless expressly stated herein to the contrary):

2.167.1. Landscape Maintenance. Installing, maintaining, repairing and replacing any and all landscaping and irrigation of same (including reclaimed water usage) on the Project Areas of Association Responsibility.

2.167.2. Controlled Access. Staffing of the main controlled access gate(s) and related facilities on the Project Areas of Association Responsibility.

2.167.3. Roadway, Sidewalk, Curb and Bridge Maintenance. Maintaining, repairing, replacing and repaving the roadways, sidewalks, curbs, bridges and related Improvements, together with way-finding signage, on the Project Areas of Association Responsibility.

2.167.4. General Maintenance. Street sweeping of the roadways on the Project Areas of Association Responsibility, maintenance of vehicles that are owned or leased by the Non-Residential Association (excluding, however, such vehicles which are primarily used within or for the benefit of Residential Areas of Association Responsibility, as reasonably determined by the Non-Residential Association), and maintaining the main controlled access gate house and gate(s) on the Project Areas of Association Responsibility.

2.167.5. Street Lighting. Providing street and/or other lighting to any portion of the Project Areas of Association Responsibility.

2.167.6. Pond Maintenance. The Pond Maintenance Costs shall be allocated between the Project Common Expenses and Residential Common Expenses based upon the relative acreage of the ponds located in each of the Project Areas of Association Responsibility

and the Residential Areas of Association Responsibility, respectively, as a percentage of the total acreage of the ponds located in the Areas of Association Responsibility. The amounts of the Pond Maintenance Costs to be included in Project Common Expenses shall be determine by multiplying the Pond Maintenance Costs by the percentage which is derived by dividing the total acreage of the ponds in the Project Areas of Association Responsibility by the total acreage of the ponds in the Areas of Association Responsibility.

2.167.7. Surface Water Management System. The SWMS Maintenance Costs shall be allocated between the Project Common Expenses and Residential Common Expenses based upon the relative acreage of the ponds located in each of the Project Areas of Association Responsibility and the Residential Areas of Association Responsibility, respectively, as a percentage of the total acre of the ponds located in the Areas of Association Responsibility. The amounts of the SWMS Maintenance Costs to be included in Project Common Expenses shall be determined by multiplying the SWMS Maintenance Costs by the percentage which is derived by dividing the total acreage of the ponds in the Project Areas of Association Responsibility by the total acreage of the ponds in the Areas of Association Responsibility.

2.167.8. General Administration, Operation and Management. The O&M Costs shall be allocated between the Project Common Expenses and the Residential Common Expenses based on the relationship that the total Project Common Expenses (less any O&M Costs) and the total Residential Common Expenses (less any O&M Costs) each bear to the collective total, less any O&M Costs, of the Project Common Expenses and Residential Common Expenses. The amounts of the O&M Costs to be included in Project Common Expenses shall be determined by multiplying the O&M Costs by the percentage which is derived by dividing the total Project Common Expenses (less any O&M Costs) by the collective total, less any O&M Costs, of the Project Common Expenses and Residential Common Expenses.

2.167.9. Trip Study. Conducting any and all Trip Study(ies) described in Exhibit "Y" or such other similar study approved by the Board of Directors in accordance with Article 1.2.4. of Exhibit "Y".

2.167.10. Roving Patrol(s). Roving patrol(s) on the Project Areas of Association Responsibility and Residential Areas of Association Responsibility, collectively.

2.167.11. General Liability and Officers' and Directors' Liability Insurance. Obtaining and maintaining general liability and officers' and directors' liability insurance, if such insurance is generally available at reasonable cost as determined by the Board of Directors in its sole and absolute discretion.

Notwithstanding anything in this Master Declaration, any Parcel Declaration or any Supplemental Declaration to the contrary, in no event shall Project Common Expenses include any costs or expenses that are included in Residential Common Expenses.

2.168. "**Project Maintenance Charges**" mean those charges levied against Parcels and Units to fund Project Common Expenses as determined in accordance with Article 11.

2.169. "**Project Pond and SWMS Maintenance Charge Per Parcel**" shall have the meaning set forth in Exhibit "Y" hereof.

2.170. "**Project Pond and SWMS Maintenance Charge Unit**" shall have the meaning set forth in Exhibit "Y" hereof.

2.171. "**Project Regular Charge Per Parcel**" shall have the meaning set forth in Exhibit "Y" hereof.

2.172. "**Project Regular Charge Unit**" shall have the meaning set forth in Exhibit "Y" hereof.

2.173. "**Project Roving Patrol Charge Per Parcel**" shall have the meaning set forth in Exhibit "Y" hereof.

2.174. "**Project Roving Patrol Charge Unit**" shall have the meaning set forth in Exhibit "Y" hereof.

2.175. "**Project Special Charges**" shall have the meaning set forth in Article 11 hereof.

2.176. "**Property**" means and refers to all the lands described in Exhibit "A", attached hereto and incorporated herein by reference, with all Improvements thereon, together with any Additional Property, or portions thereof, actually annexed and made subject to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration from time to time by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 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 deannexation procedures set forth in Article 3.4 of this Master Declaration. The Property initially includes the Access Road Parcel, Additional Residential Parcel, Disney Parcel, Hotel Parcel, Fractional Parcel, Golf Parcel, Wetlands Property and certain Common Property.

2.177. "**Property Guests**" shall mean the Hotel Property Guests, Fractional Property Guests, Golf Property Guests and Unit Owners and their guests and invitees of the Branded Residential Property, as the context requires.

2.178. "**Property Manager**" shall mean the manager or operator of the Hotel Property, Fractional Property, Golf Property and Branded Residential Property or each of them as the context requires.

2.179. "**RCID**" shall mean the Reedy Creek Improvement District, a local unit of special purpose government created pursuant to Chapter 189, *Florida Statutes*.

2.180. "**RCID Drainage Fees**" shall mean and refer to any and all drainage fees and other amounts charged by RCID to the Non-Residential Association pursuant to the Drainage Agreement which shall be collected by the Non-Residential Association as Specific Charges in accordance with Article 11.6.3. below. Notwithstanding the foregoing, RCID Drainage Fees

shall not include Pond Maintenance Costs or SWMS Maintenance Costs which shall be allocated between and included in the Project Common Expenses and Residential Common Expenses, as applicable.

2.181. "**Request**" shall have the meaning set forth in Article 4.2. hereof.

2.182. "**Residential Areas of Association Responsibility**" means and refers to all of the Areas of Association Responsibility which are not part of the Project Areas of Association Responsibility.

2.183. "**Residential Certificate of Occupancy Date**" shall mean the date on which permanent certificate(s) of occupancy for the Improvements constituting a Home shall have been issued by the appropriate Governmental Authorities to an Owner, and a copy thereof delivered to Declarant, and all other certificates, licenses, permits, authorizations, consents and approvals necessary for the full use and occupancy of the Improvements constituting a Home for their intended purposes shall have been issued by the appropriate Governmental Authorities to an Owner, and copies thereof have been delivered to Declarant.

2.184. "**Residential Commencement of Construction**" shall have the meaning set forth in Article 5.7 hereof.

2.185. "**Residential Common Expenses**" means (i) the costs and expenses incurred or anticipated to be incurred by the Non-Residential Association in connection with the ownership, operation, management, repair or replacement of the Residential Areas of Association Responsibility and the Improvements located thereon, and (ii) certain amounts of the O&M Costs as more particularly set forth in Article 2.185.8. below, (iii) any reserves required by this Master Declaration for the Residential Areas of Association Responsibility, and (iv) any other reasonable reserve(s) for the Residential Areas of Association Responsibility, as the Board of Directors may find necessary and appropriate pursuant to the Governing Documents. Residential Common Expenses shall expressly include, without limitation, the (a) the costs and expenses incurred by the Non-Residential Association for the below-listed items and (b) such other reasonable costs and expenses which are consistent in nature to the below-listed items and borne by the Non-Residential Association, but only to the extent the costs and expenses set forth in clauses (a) and (b) are for or attributable to the Residential Areas of Association Responsibility (unless expressly stated herein to the contrary):

2.185.1. Landscape Maintenance. Installing, maintaining, repairing and replacing any and all landscaping on the Residential Areas of Association Responsibility and irrigation of same (including reclaimed water usage).

2.185.2. Controlled Access. Staffing controlled access gates on the Residential Areas of Association Responsibility, if any.

2.185.3. Roadway, Sidewalk, Curb and Bridge Maintenance. Maintaining, repairing, replacing and repaving the roadways, sidewalks, curbs, bridges and related Improvements, together with way-finding signage, on the Residential Areas of Association Responsibility.

2.185.4. General Maintenance. Street sweeping of the roadways on the Residential Areas of Association Responsibility, maintenance of vehicles that are owned or leased by the Non-Residential Association and primarily used within or for the benefit of Residential Areas of Association Responsibility, as reasonably determined by the Non-Residential Association, and maintaining the any controlled access gate house or gate(s) on the Residential Areas of Association Responsibility.

2.185.5. Street Lighting. Providing street and/or other lighting to any portion of the Residential Areas of Association Responsibility.

2.185.6. Pond Maintenance. The Pond Maintenance Costs shall be allocated between the Project Common Expenses and Residential Common Expenses based upon the relative acreage of the ponds located in each of the Project Areas of Association Responsibility and the Residential Areas of Association Responsibility, respectively, as a percentage of the total acreage of the ponds located in the Areas of Association Responsibility. The amounts of the Pond Maintenance Costs to be included in Residential Common Expenses shall be determined by multiplying the Pond Maintenance Costs by the percentage which is derived by dividing the total acreage of the ponds in the Residential Areas of Association Responsibility by the total acreage of the ponds in the Areas of Association Responsibility.

2.185.7. Surface Water Management System. The SWMS Maintenance Costs shall be allocated between the Project Common Expenses and Residential Common Expenses based upon the relative acreage of the ponds located in each of the Project Areas of Association Responsibility and the Residential Areas of Association Responsibility, respectively, as a percentage of the total acre of the ponds located in the Areas of Association Responsibility. The amounts of the SWMS Maintenance Costs to be included in Residential Common Expenses shall be determined by multiplying the SWMS Maintenance Costs by the percentage which is derived by dividing the total acreage of the ponds in the Residential Areas of Association Responsibility by the total acreage of the ponds in the Areas of Association Responsibility.

2.185.8. General Administration, Operation and Management. The O&M Costs shall be allocated between the Project Common Expenses and the Residential Common Expenses based on the relationship that the total Project Common Expenses (less any O&M Costs) and the total Residential Common Expenses (less any O&M Costs) each bear to the collective total, less any O&M Costs, of the Project Common Expenses and Residential Common Expenses. The amounts of the O&M Costs to be included in Residential Common Expenses shall be determined by multiplying the O&M Costs by the percentage which is derived by dividing the total Residential Common Expenses (less any O&M Costs) by the collective total, less any O&M Costs, of the Project Common Expenses and Residential Common Expenses.

Notwithstanding anything in this Master Declaration, any Parcel Declaration or any Supplemental Declaration to the contrary, in no event shall Residential Common Expenses include any costs or expenses that are included in Project Common Expenses.

2.186. "**Residential Completion of Construction**" shall have the meaning set forth in Article 5.8 hereof.

2.187. "**Residential Design Architect**" shall have the meaning set forth in Article 5.4.1. hereof.

2.188. "**Residential Maintenance Charges**" mean those charges levied against residential Units to fund Residential Common Expenses as determined in accordance with Article 11; *provided, however*, that prior to the existence of any Units on the Additional Residential Parcel, that such Residential Maintenance Charges shall be levied against the Additional Residential Parcel as a whole and the respective Owner(s) thereof; and *further, provided, however,* that if and to the extent the Additional Property, or portions thereof, is subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, that prior to the existence of any Units on the Additional Property (or portions thereof, as applicable), that such Residential Maintenance Charges shall be levied against such Additional Property (or portions thereof, as applicable) as a whole and the respective Owner(s) thereof. Notwithstanding anything in this Master Declaration, any Parcel Declaration or any Supplemental Declaration to the contrary, Residential Maintenance Charges shall not be levied against the Hotel Parcel, Fractional Parcel, or Golf Parcel, and the Owners of the Hotel Parcel, Fractional Parcel, and Golf Parcel shall have no responsibility or liability for the payment of Residential Maintenance Charges.

2.189. "**Residential Special Charges**" shall have the meaning set forth in Article 11 hereof. Notwithstanding anything in this Master Declaration, any Parcel Declaration or any Supplemental Declaration to the contrary, Residential Special Charges shall not be levied against the Hotel Parcel, Fractional Parcel, or Golf Parcel, and the Owners of the Hotel Parcel, Fractional Parcel, and Golf Parcel shall have no responsibility or liability for the payment of Residential Special Charges.

2.190. "**Rules and Regulations**" shall have the meaning set forth in Article 4.3.1. hereof.

2.191. "**Subjected Property**" shall have the meaning set forth in Exhibit "Y" hereof.

2.192. "**SFWMD**" shall mean the South Florida Water Management District, a public body existing under Chapter 373, *Florida Statutes*.

2.193. "**Specific Charges**" means charges levied in accordance with Article 11 hereof.

2.194. "**Star-Rated Golf Course Facility**" shall mean those golf courses that have substantially the same construction, operation, service and maintenance standards as the golf courses that are owned and operated in conjunction with, and by the owner or operator of, a Star-Rated Luxury Hotel (in accordance with then applicable definition of such term set forth below).

2.195. "**Star-Rated Luxury Fractional**" shall mean: (i) for the initial period from the date on which the Fractional Required Improvements first open for business to the public until twenty (20) years thereafter, those fractional ownership regimes (whether branded or unbranded) that, as of the Effective Date, have substantially the same five or high four star rated construction, operation, service and maintenance standards as the fractional ownership regimes

within any of the following brands: "Four Seasons," "Ritz-Carlton," "Rosewood," "Orient Express," "Mandarin," "St. Regis," "Amanresorts," "Park Hyatt," "Starwood W," "Peninsula," "Hyatt," "Inter-Continental," and "J.W. Marriott," and (ii) from and after the expiration of such initial twenty (20) year period, those fractional ownership regimes (whether branded or unbranded) that, as of the Effective Date, have substantially the same five or four star rated construction, operation, service and maintenance standards as the fractional ownership regimes, existing now or in the future, within any of the following brands: "Four Seasons," "Ritz-Carlton," "Rosewood," "Orient Express," "Mandarin," "St. Regis," "Amanresorts," "Park Hyatt," "Starwood W," "Peninsula," "Hyatt," "Inter-Continental," and "J.W. Marriott," "Hilton," "Loews," and "Marriott."

2.196. "**Star-Rated Luxury Hotel**" shall mean: (i) for the initial period from the date on which the Hotel Required Improvements first open for business to the public until twenty (20) years thereafter, those hotels (whether branded or unbranded) that, as of the Effective Date, have substantially the same five or high four star rated construction, operation, service and maintenance standards as the hotels within any of the following brands: "Four Seasons," "Ritz-Carlton," "Rosewood," "Orient Express," "Mandarin," "St. Regis," "Amanresorts," "Park Hyatt," "Starwood W," "Peninsula," "Hyatt," "Inter-Continental," and "J.W. Marriott," and (ii) from and after the expiration of such initial twenty (20) year period, those hotels (whether branded or unbranded) that, as of the Effective Date, have substantially the same five or four star rated construction, operation, service and maintenance standards as the hotels within any of the following brands: "Four Seasons," "Ritz-Carlton," "Rosewood," "Orient Express," "Mandarin," "St. Regis," "Amanresorts," "Park Hyatt," "Starwood W," "Peninsula," "Hyatt," "Inter-Continental," and "J.W. Marriott," "Hilton," "Loews," and "Marriott."

2.197. "**Structure of the Improvements**" shall have the meaning set forth in Article 2.79 hereof.

2.198. "**Substantial Build-Out**" shall mean and refer (i) to the time when certificates of occupancy have been issued for ninety-five percent (95%) of the Units within the Parcels originally subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration on the Effective Date, and (ii), with respect to the Additional Southeast Property and Additional Southwest Property, or portions thereof that are subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, when certificates of occupancy have been issued for ninety-five percent (95%) of the Units within such Additional Southeast or Additional Southwest Property, or portions thereof, respectively.

2.199. "**Supplemental Declaration**" shall mean any instrument executed by Declarant with respect to the Additional Property, or portions thereof, if any (provided Declarant or an Affiliate of Declarant is the owner thereof), which, when recorded in the Public Records of the County, shall subject such property to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration, and shall be the only method of committing such property to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration. A Supplemental Declaration may also add additional restrictions, declare

certain properties to be or not to be Common Property or Areas of Association Responsibility, or, subject to the continuation of the restrictions regarding Permitted Use and First-Class Standard and the allocation and payment of Charges, withdraw properties from the Property and the provisions of this Master Declaration. The Non-Residential Association shall join in the execution of any Supplemental Declaration at the request of Declarant, but such joinder shall not be required to make any such Supplemental Declaration effective, unless expressly required in this Master Declaration. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

2.200. "**SunTrust Bank**" shall have the meaning set forth in Article 2.161 hereof.

2.201. "**Surface Water Management Permits**" collectively means and refers to those certain permits, described on Exhibit "X" and incorporated herein by reference, issued by the SFWMD for the Surface Water Management System (defined below).

2.202. "**Surface Water Management System**" means and refers to the surface water management system serving the Property and/or other property adjacent thereto, and consisting of any swales, inlets, culverts, retention ponds, dikes, outfalls, storm drains, pump stations, connecting pipes, mitigation areas and similar systems used in connection with the retention, drainage and control of surface water. Except as otherwise provided in this Article 2.202 below, the portions of the Surface Water Management System located on the Property shall be Areas of Association Responsibility which the Non-Residential Association shall operate, maintain, repair and replace in accordance with the terms and conditions of the Surface Water Management Permits. Subject to the prior consent of SFWMD, the Non-Residential Association may assign or delegate any of its rights, duties and obligations with regard to the Surface Water Management System to Declarant or any other entity additionally approved by Declarant. Subject to Article 7.9 and Article 7.14 below, the rights, duties and obligations with respect to those portions of the Surface Water Management System located exclusively within the Golf Parcel are hereby assigned to the Golf Parcel Owner and the Golf Parcel Owner shall operate, maintain, repair and replace such portions of the Surface Water Management System in accordance with the terms and conditions of the Surface Water Management Permits at the Golf Parcel Owner's sole cost and expense. Subject to Article 7.9 and Article 7.14 below, the rights, duties and obligations with respect to those portions of the Surface Water Management System located exclusively within the Hotel Parcel are hereby assigned to the Hotel Parcel Owner and the Hotel Parcel Owner shall operate, maintain, repair and replace such portions of the Surface Water Management System in accordance with the terms and conditions of the Surface Water Management Permits at the Hotel Parcel Owner's sole cost and expense.

2.203. "**SWMS Maintenance Costs**" shall mean and refer to the total costs and expenses incurred by the Non-Residential Association in maintaining, repairing, replacing and operating those portions of the Surface Water Management System located within the Areas of Association Responsibility.

2.204. "**Transient Occupancy**" shall mean and refer to hotel, timeshare or transient occupancy use, including, without limitation, motels, condominium hotels, fractionals, exchange programs or clubs, travel destination clubs, non-equity or equity clubs or membership destination

clubs; *provided, however*, for purposes of certainty, but without limiting the foregoing, "Transient Occupancy" shall not include residential leases of any duration on the Additional Residential Parcel or on any portion(s) of the Additional Property if and to the extent any such portion(s) of the Additional Property are subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declaration in accordance with the annexation procedure set forth in Article 3.3 below.

2.205. "**Transportation Engineer**" shall have the meaning set forth in Exhibit "Y" hereof.

2.206. "**Trip Study**" shall mean and refer to a study designed to determine the number of vehicular trips associated with each Parcel.

2.207. "**Trip Study Factors**" shall have the meaning set forth in Exhibit "Y" hereof.

2.208. "**Unbranded Residential Property**" shall mean that portion of the Additional Residential Parcel described on Exhibit "L", attached hereto and incorporated herein by reference. The Unbranded Residential Property shall at all times be subject to the Additional Residential Parcel First-Class Standard and the Additional Residential Parcel Permitted Use.

2.209. "**Unimproved Lot**" shall mean a Lot on which the construction of a Home has not been completed and for which no certificate of occupancy, certificate of completion or equivalent approval therefor has been issued by the appropriate Governmental Authority.

2.210. "**Unit**" means and refers to each separately described portion of the Property (other than any portion of the Hotel Parcel or Golf Parcel), which is to be occupied as a residential unit, whether such residence is transient or permanent, whether the unit is attached or detached, including, without limitation, each Lot, non-condominium residential apartment unit, condominium unit, cooperative unit, fractional 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. Notwithstanding the fact that a Home may be constructed on more than one (1) Lot, as contemplated by Article 2.104 above, each Lot upon which such a single Home is constructed shall be considered a separate Unit. A "lock-off" unit shall not be considered a separate Unit. In the case of a structure that contains multiple dwelling units, each dwelling shall be deemed a separate Unit as recognized by the County as a single residential unit. In the case of a structure containing condominium, cooperative, fractional, or timeshare units, each separate declared unit therein shall be deemed a separate Unit. In the case of a structure containing cooperative, fractional or timeshare accommodations that are not part of a condominium, each separately keyed accommodation shall be deemed a separate Unit; *provided, however*, that "lock-off" accommodations capable of being utilized as either one or two separate accommodations shall be considered one Unit if such "lock-off" accommodation is conveyed as one residential unit. "Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Unit. All Charges for condominium, cooperative, fractional or timeshare shall be based on the physical Unit as a whole, as opposed to any interval, fraction, day or other partial interest therein. Notwithstanding anything in this Master Declaration or applicable Parcel Declaration to the contrary, the Hotel Parcel and Golf Parcel shall each remain as a single Parcel and shall not be subdivided or deeded into individual Units.

2.211. "**Vacation Plan**" shall mean any timeshare plan, fractional plan, exchange program or club, or travel or vacation club comprised of a trust, corporation, cooperative, limited liability company, partnership, equity program, structure, scheme, device or plan of any kind. Notwithstanding anything to the contrary, the term Vacation Plan shall not include Private Residence Club(s) or interests therein, the Branded Residential Exchange Program, or the Fractional Development or Fractional Interests therein.

2.212. "**Vacation Plan Materials**" shall mean any brochure, magazine, book, information sheet, admission media (such as tickets, certificates or coupons), flyer, sign, card, video cassette, compact disc or laser disc or any other printed, visual, electronic or other media or materials, of any kind or nature whatsoever, whether or not now technologically existent, produced, offered and/or distributed by or on behalf of any Vacation Plan and used, or intended to be used by or on behalf of any person or entity for the purposes of advertising, publicizing, promoting or marketing such Vacation Plan(s) or selling any interest in a Vacation Plan. Notwithstanding anything to the contrary, the term Vacation Plan Materials shall not include brochures, magazines, books or any other of the other foregoing referenced materials which are applicable to any Private Residence Club(s), the Fractional Development, or the Branded Residential Exchange Program.

2.213. "**WALT DISNEY WORLD® Resort Complex**" shall mean and refer to the property described on Exhibit "N", attached hereto and incorporated herein by reference, which is located within Orange and Osceola Counties, Florida, currently containing, inter alia, theme parks, resorts, hotels, golf courses, and other retail, dining and entertainment facilities, to the extent each is owned, operated, controlled, leased and/or licensed by Declarant or one or more Affiliates of Declarant; including, without limitation, MAGIC KINGDOM® Park, Epcot®, DISNEY'S HOLLYWOOD STUDIOS™ (f/k/a Disney-MGM Studios), DISNEY'S ANIMAL KINGDOM® Theme Park, DOWNTOWN DISNEY® Pleasure Island, DOWNTOWN DISNEY® West Side, DOWNTOWN DISNEY® Marketplace, DISNEY'S TYPHOON LAGOON Water Park, DISNEY'S BLIZZARD BEACH Water Park, DISNEY'S WIDE WORLD OF SPORTS® Complex, DISNEY'S GRAND FLORIDIAN Resort & Spa and DISNEY'S MAGNOLIA Golf Course. For the avoidance of doubt, the Property (as the same may exist from time to time) is not part of the WALT DISNEY WORLD® Resort Complex.

2.214. "**Wetlands Facilities**" shall have the meaning set forth in Article 4.10 hereof.

2.215. "**Wetlands Property**" shall mean those portions of the Property described on Exhibit "M", attached hereto and incorporated herein by reference.

2.216. "**Work**" means any grading, site work, planting or removal of trees and significant (in either size or number) plants and shrubs, substantial landscaping, or construction, installation or material modification of any Improvements and/or Infrastructure on the Property or a portion thereof. A modification shall be deemed material if it would involve a visible change or addition to the exterior of any Improvements and/or Infrastructure on the Property or a portion thereof 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. Routine and customary care, maintenance, upkeep and re-plantings of trees, plants and shrubs, including, for purposes of illustration only, trimming, pruning, and the planting, removal and replacement of annuals, on the Property, or any portion thereof, shall not be deemed a material modification or Work for purposes of this Master Declaration or any applicable Parcel 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 full scope, encumbrance, operation and effect of this Master Declaration and any applicable Supplemental Declaration(s), Parcel Declaration(s) and Amendment(s). Additionally, the Additional Southeast Property is, and shall be subject to, the scope, encumbrance, operation and effect of the provisions of Articles 2.12, 2.13, 2.56, 2.163.23, 4.2 and 7.14 of this Master Declaration, and the Additional Southwest Property is, and shall be subject to, the scope, encumbrance, operation and effect of the provisions of Articles 2.14, 2.15, 2.56, 2.163.23, 2.163.24, 4.2 and 7.14 of this Master Declaration. Upon and after the annexation, pursuant to one or more Supplemental Declarations in accordance with Article 3.3, of any Additional Property or those portions of the L-105 canal property owned by RCID on the Effective Date hereof that are subsequently conveyed by RCID to Golf Parcel Owner and/or Hotel Parcel Owner (the "**L-105 Property**"), the Additional Property or L-105 Property so annexed shall be subject to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration and any applicable Supplemental Declaration(s), Parcel Declaration(s) and Amendment(s). 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 full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration, any or all of the Additional Property and L-105 Property, along with any Improvements thereon. Annexation may be accomplished without the consent of the Non-Residential Association, the Owners, the occupants of the Property or any mortgage or lien holder. Notwithstanding the foregoing, in the event that (a) access to the Additional Southeast Property is through the main entry gate on the Project Access Road Property to the Project, or (b)(i) access to the Additional Southwest Property is through the main entry gate on the Project Access Road Property to the Project or (ii) the Additional Southwest Property is marketed and branded by Declarant as being a part of the Project, then Declarant shall annex and bring within the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration such Additional Southeast Property or Additional Southwest Property, as the case may be.

3.3. Method of Annexation. The additions authorized under Article 3.2 shall be made by filing of record a Supplemental Declaration with respect to the Additional Property, or portions thereof, or the L-105 Property, as applicable, and the same shall extend the full scope, encumbrance, operation and effect of this Master Declaration to such annexed real property. The

Supplemental 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 full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration and extending the jurisdiction of the Non-Residential Association to such annexed real property and shall designate such annexed real property as a "Parcel". The Supplemental Declaration for the annexation of any Additional Property 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 and institutional uses, or development approaches being implemented, all of which may be significantly at variance with earlier phases of the Property. The Supplemental Declaration for the annexation of the L-105 Property shall provide that the annexed L-105 Property shall be a part of the Golf Parcel or Hotel Development Property (a portion of the L-105 Property may be designated as part of the Golf Parcel with the other portion being designated as part of the Hotel Development Property). Any such Supplemental Declaration shall be executed by Declarant and shall contain the joinder of the owner of the annexed Additional Property, if other than Declarant, or the Golf Parcel Owner and/or Hotel Parcel Owner, as applicable, with respect to the L-105 Property. Owners, upon recordation of any Supplemental Declaration, shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property, if any, within the Additional Property or L-105 Property so annexed and shall have the obligation to contribute to the cost of management, operation and maintenance of any Areas of Association Responsibility within the annexed lands. From and after recordation of any such Supplemental Declaration, the Additional Property or L-105 Property described therein shall be subject to the provisions of this Master Declaration. As to any Additional Property brought within the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration, the owner thereof or Declarant may also subject such Additional Property to a declaration of condominium, cooperative, fractional or other covenants, restrictions and easements more restrictive than, but not inconsistent with, this Master Declaration. Notwithstanding anything contained in this Master Declaration or applicable Supplemental Declaration or Parcel Declaration to the contrary, all of the Improvements on the Property annexed shall immediately upon, and as a condition of, such annexation, be in conformance with the Permitted Use and the First-Class Standard applicable to such annexed portion of the Property.

3.4. Method of Deannexation. Declarant reserves the exclusive right to withdraw any portion of the Property from the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration (any such deannexation of a portion of the Property from the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration shall automatically deannex such portion of the Property from the full scope, encumbrance, operation and effect of any applicable Supplemental Declaration (other than the Supplemental Declaration providing for such withdrawal) and Parcel Declaration), during the Declarant Control Period. Subject to a provision in a Parcel Declaration expressly to the contrary, any such withdrawal shall not require the consent of any Owner or mortgagee, other than the Owner of that portion of the Property to be withdrawn, if not Declarant. If a portion of the Property to be withdrawn is Common Property, the Non-Residential Association, shall grant its consent to such withdrawal. The withdrawals authorized by this Article 3.4 shall be made by filing of record a Supplemental Declaration with respect to such portion of the Property to be

withdrawn and such Supplemental Declaration shall act to release the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration from such portions of the Property withdrawn. Notwithstanding the foregoing, Declarant's withdrawal of any portion of the Property, other than the Additional Property (if such Additional Property shall be brought under the full scope, encumbrance, operation and effect of this Master Declaration), shall be subject to the prior written approval of the Hotel Parcel Owner, which approval shall not be unreasonably withheld, conditioned or delayed; *provided however*, that, notwithstanding any express provision of a Parcel Declaration to the contrary, in the event (i) Hotel Parcel Owner or the Hotel Parcel are the subject of a Triggering Event and Declarant has exercised its Repurchase Option (as such terms are defined in the Parcel Declaration for the Hotel Parcel, Fractional Parcel and Golf Parcel), or (ii) the Parcel, or portions thereof, which Declarant desires to withdraw were repurchased by Declarant from Hotel Parcel Owner, Fractional Parcel Owner or Golf Parcel Owner, then Hotel Parcel Owner shall not have any approval rights over such withdrawal. Notwithstanding anything contained in this Master Declaration or any Supplemental Declaration or Parcel Declaration to the contrary, any and all portions of the Additional Residential Parcel that are withdrawn from the full scope, encumbrance, operation and effect of this Master Declaration shall continue to be subject to the Additional Residential Parcel First Class Standard, the Additional Residential Parcel Permitted Use (if the Branded Residential Property), and the obligation to pay Charges (as though such property had not been withdrawn) after such withdrawal, but, if such withdrawn portion consists of only the Unbranded Residential Property, such portion may be utilized for any use so long as such use (i) is not a Prohibited Use, (ii) is not Transient Occupancy; *provided, however*, that such restriction against Transient Occupancy shall in no manner prohibit or restrict Private Residence Club(s), (iii) is compatible and complementary with the use and enjoyment of the Project, and (iv) does not materially and adversely diminish or materially and adversely interfere with the reputation or status of the Hotel Property, Fractional Property, or the Golf Property, or the experience of the Property Guests or the experience of the Owners of the Fractional Property. Additionally, after having been annexed, any and all portions of the Additional Property so annexed that are subsequently withdrawn from the encumbrance of this Master Declaration shall continue to be subject to the Additional Southwest Property Permitted Use or Additional Southeast Property Permitted Use, as applicable, and the provisions of the other articles of this Master Declaration expressly set forth in Article 3.1 hereof. Declarant, concurrently with such withdrawal of any of the Additional Parcel, shall execute and record a covenant agreement in the Public Records of the County against such property to reflect such restriction and use requirement.

3.5. Declarant's Plans.

3.5.1. Purpose. Declarant's plans for the development of the Project are dynamic in nature, and, subject to the terms and conditions of this Master Declaration, may be modified and amended from time to time during the course of development and sale of the Property. Neither Declarant, nor Declarant's Affiliates, shall be bound to construct additional phases, if any, of the Project or develop the Property in any particular manner, nor shall Declarant or Declarant's Affiliates, subject to the terms and conditions of this Master Declaration, be prohibited from developing the Property in any particular manner; *provided, however*, that Declarant's and Declarant's Affiliates' development of the Property, or any portion

thereof, shall be subject to the Permitted Use and any First-Class Standard applicable to such Property, or any portion thereof.

3.5.2. Amendments. Declarant hereby reserves the right to amend, modify or supplement any of Declarant's plans for the development of the Project and any portion thereof for any reason in accordance with the terms and conditions of Article 15 below.

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

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

3.5.3.(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 an Affiliate of Declarant or contained in any plan.

4. USE, OWNERSHIP, CONDUCT, AND THE CLUB.

4.1. Use of Property. Each Developer's and Owner's use of the Property, or any portion thereof, shall comply with the Governing Documents, all Laws, and any permits, licenses or other documents that may be applicable to the Property, or such applicable portion thereof, from time to time, including, without limitation, the applicable Permitted Use and First-Class Standard. No portion of the Property shall be used for any Prohibited Use.

4.2. Prohibited Acts. No Developer or Owner shall submit a request with respect to any portion of the Property for rezoning or for an amendment, variance or modification (a "**Request**") to the Orange County Comprehensive Plan, the Orange County Planned Development approved for the Property, RCID, or SFWMD, without the express prior written consent of Declarant, which consent may be withheld in Declarant's sole, absolute and unfettered discretion. In the event that any Owner violates this provision, without the express prior written consent of Declarant, applies for and receives any approval from a Governmental Authority for any such rezoning, amendment, variance or modification, the same shall not operate to grant any rights to such Owner; *provided, however*, that Declarant shall consent to any reasonable Request by the Hotel Parcel Owner, Golf Parcel Owner and/or Fractional Parcel Owner necessary for the development, renovation, maintenance, operation, or repair of the Hotel, Golf Course Facility and/or Fractional Development. Moreover, notwithstanding anything contained in this Master Declaration, any Supplemental Declaration, any Parcel Declaration or any of the Governing Documents, (i) without the prior written consent of Hotel Parcel Owner and, (ii) in the event such submitting Owner is not the Declarant, without the prior written consent of Declarant, which consent may be withheld by either party in its sole, absolute and unfettered discretion, in no event shall any Owner (or Declarant if not then an Owner) submit any Request with respect to any single family home(s) on the (i) Additional Residential Parcel, (ii) Additional Southeast Property, but only in the event access to the Additional Southeast Property is through the main entry gate on the Project Access Road Property to the Project, or (iii) Additional Southwest Property, but only in the event access to the Additional Southwest

Property is through the main entry gate on the Project Access Road Property to the Project or the Additional Southwest Property is marketed and branded by Declarant as being a part of the Project, seeking: (a) a height for single family home improvements in excess of three (3) habitable stories above ground level, (b) to construct a single family home containing less than 2,000 air conditioned square feet, or (c) approval or rights to develop in excess of the Density Limitation. Notwithstanding anything contained in this Master Declaration, any Supplemental Declaration, any Parcel Declaration or any of the Governing Documents, (i) without the prior written consent of Hotel Parcel Owner, which consent shall not be unreasonably withheld, conditioned or delayed, and, (ii) in the event such submitting Owner is not the Declarant, without the prior written consent of Declarant, which consent may be withheld in Declarant's sole, absolute and unfettered discretion, in no event shall any Owner (or Declarant if not then an Owner) submit any Request with respect to any multi-family home improvements on the (i) Additional Residential Parcel, or (ii) Additional Southwest Property, but only in the event access to the Additional Southwest Property is through the main entry gate on the Project Access Road Property to the Project or the Additional Southwest Property is marketed and branded by Declarant as being a part of the Project, seeking: (a) a height for multi-family home improvements in excess of four (4) habitable stories above ground level, (b) to construct multi-family homes containing less than 1,500 air conditioned square feet, or (c) approval or rights to develop in excess of the Density Limitation.

4.3. Rulemaking Authority.

4.3.1. Declarant has promulgated the initial "**Rules and Regulations**" set forth in Exhibit "V", attached hereto and incorporated herein by reference, which are applicable to the Property and Declarant shall have the right to amend such Rules and Regulations from time to time in Declarant's sole, absolute and unfettered discretion by providing twenty (20) days prior written notice to each Parcel Owner or owner's association for a Parcel. Such owners' association shall have the duty and obligation to deliver a copy of any such amended Rules and Regulations to the Owners of Units (or interests therein) subject to the jurisdiction of the owners' association within five (5) Business Days of the owners' association's receipt thereof. Subject to the terms of this Article 4.3.1., Declarant may, but shall not be required to, authorize variances from compliance with the Rules and Regulations, when circumstances, such as hardship, warrants such variance, as Declarant may determine in its sole, absolute and unfettered discretion. Such variances shall be granted only when, in the sole judgment of Declarant, unique circumstances exist, and such a variance will not conflict with the Permitted Use and First-Class Standard, as applicable. No Developer or Owner shall have an absolute right to demand or obtain a variance.

4.3.2. An Owner must request a variance from the Rules and Regulations in writing to Declarant and Declarant shall have sixty (60) days to review the request and issue a written response; *provided, however*, that Declarant shall have no obligation to issue a response to any variance request and any failure on the part of Declarant to issue such a response shall be deemed to be Declarant's denial of the request.

4.3.3. No variance shall be effective unless made in writing by Declarant, or estop Declarant from denying a variance in other circumstances. Variances granted under this

Article 4.3 for purposes other than construction are subject to annual renewal. The Declarant reserves the right to deny or not renew any variance upon annual evaluation.

4.3.4. Declarant shall have the right to assign or delegate any of its rule making authority under this Article 4.3 to the Non-Residential Association from time to time subject to (i) the right of Declarant to revoke such assignment or delegation at any time and reassume jurisdiction over the matters previously reserved, and (ii) the right of Declarant to veto any decision of the Non-Residential Association which Declarant determines, in its sole, absolute and unfettered discretion, to be inappropriate or inadvisable for any reason. The Non-Residential Association's jurisdiction over matters under this Article 4.3 shall be limited to such matters as are specifically assigned or delegated to it by Declarant. Unless and until such time as Declarant assigns or delegates all or a portion of its rights, the Non-Residential Association shall have no rule making authority; upon any such assignment or delegation, the Non-Residential Association shall accept and exercise the jurisdiction so assigned and/or delegated in accordance with this Article 4.3.

4.4. Owner's Acknowledgment and Notice to Purchasers. All Owners and occupants of Parcels and Units (including Fractional Interests therein) are given notice that the use of their Parcel or Unit is limited by the Rules and Regulations as they may be set forth in this Article 4.4, as may be amended and modified from time to time. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of such Owner's property can be affected by this provision and that the Rules and Regulations may change from time to time.

4.5. Reasonable Rights to Develop. No rule or action by the Non-Residential Association or Board of Directors, if permitted under this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration, shall impede Declarant's or Declarant's Affiliates' right to develop the Property, or any portion thereof, in accordance with this Master Declaration, or any such applicable Supplemental Declaration or Parcel Declaration.

4.6. Applicability of Article. The restrictions and limitations set forth in the Rules and Regulations shall not apply to Declarant, or to Parcels or Units (or Fractional Interests therein) owned by Declarant or an Affiliate of Declarant, for so long as such Parcels or Units (or Fractional Interests therein) are owned by Declarant or an Affiliate of Declarant; however, Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under the Rules and Regulations in addition to whatever remedies at law to which Declarant might be entitled.

4.7. WAIVER OF RIGHT TO EQUAL TREATMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN A PARCEL DECLARATION, EACH OWNER BY ACCEPTANCE OF A DEED TO ANY PORTION OF THE PROPERTY EXPRESSLY AND SPECIFICALLY WAIVES THE RIGHT TO RAISE OR ASSERT ANY AND ALL DEFENSES AGAINST, ANY RIGHTS TO OBJECT TO, OR ANY CLAIMS ARISING FROM, DECLARANT'S OR THE NON-RESIDENTIAL ASSOCIATION'S DISCRIMINATORY AND DISCRETIONARY EXERCISE, LACK OF EXERCISE, ENFORCEMENT OR LACK OF ENFORCEMENT OF ANY RULE OR REGULATION SET

FORTH IN THIS MASTER DECLARATION, OR ANY APPLICABLE SUPPLEMENTAL DECLARATION OR PARCEL DECLARATION, OR PROMULGATED FROM TIME TO TIME PURSUANT TO THE TERMS AND CONDITIONS OF THIS MASTER DECLARATION, OR ANY APPLICABLE SUPPLEMENTAL DECLARATION OR PARCEL DECLARATION, AGAINST LESS THAN ALL OWNERS, UNITS (INCLUDING FRACTIONAL INTERESTS THEREIN) OR PARCELS.

4.8. Guest Information, Ticket Services and Transportation; Permitted Information Rack. Certain matters related to guest information, ticket services, and transportation and permitted information racks regarding the Hotel Property, Fractional Property and Golf Property shall be governed by the Parcel Declaration applicable to each such property.

4.9. Cruise Ship Promotion. Notwithstanding anything in this Master Declaration to the contrary, but subject to the express terms and conditions of any Parcel Declaration, at any time that Declarant or any of Declarant's Affiliates own, operate, control or license a Disney Cruise Ship, no Owner (or any Property Manager or other operator or manager of any Owner's Parcel or Unit (or Fractional Interest therein) on behalf of such Owner) shall enter into any agreement, contract or other arrangement with any tour operator; travel company; owner, operator, manager or agent of any Cruise Ship; or any other person or entity, that would allow, authorize or permit, directly or indirectly, any such person or entity to package, bundle, promote, sell, market, or offer such Owner's Parcel or Unit (or Fractional Interest therein), or any portion thereof, including, without limitation, any room nights, stays or use rights at the Hotel, the Fractional Development, or in connection with the Branded Residential Exchange Program, with any Cruise Ship, other than, with Declarant's or Declarant's Affiliates authorization, a Disney Cruise Ship.

4.10. Wetlands Property. Notwithstanding anything in this Master Declaration, or any Supplemental Declaration or any Parcel Declaration, to the contrary, no single family home or other commercial or residential building shall be constructed or placed upon the Wetlands Property; *provided, however*, that Declarant expressly reserves for itself and its Affiliates the right, and the foregoing prohibition shall not restrict or prohibit, Declarant or Declarant's Affiliates from constructing, placing, operating, repairing, maintaining or replacing: (i) recreational or work-out equipment, boardwalks, trails, docks, or covered picnic areas, or (ii) facilities, buildings or other improvements required by any Governmental Authority, on the Wetlands Property (collectively, the "**Wetlands Facilities**"); and, *provided, further*, that the foregoing Wetlands Facilities are consistent with the Disney Parcel First-Class Standard and in no event shall such Wetlands Facilities materially and adversely diminish or materially and adversely interfere with (a) the reputation or status of the Hotel Property, Fractional Property, or the Golf Property, or (b) the experience of the Property Guests or the experience of the Owners of the Fractional Property. The Hotel Parcel Owner and Declarant shall have the right to seek injunctive or other equitable relief in the event of any violation of this Article 4.10.

4.11. The Club.

4.11.1. Club Units. Notwithstanding anything in this Master Declaration or any Supplemental Declaration or Parcel Declaration to the contrary, the terms and conditions of

this Article 4.11 shall apply only to: (i) the Units located within the Additional Residential Parcel and the Owners thereof (other than Declarant and its Affiliates); (ii) the Units located within the Additional Southeast Property and the Owners thereof (other than Declarant and its Affiliates), if and to the extent the Additional Southeast Property is subjected to the full scope, encumbrance, operation and effect of this Master Declaration by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof; and (iii) the Units located within the Additional Southwest Property and the Owners thereof (other than Declarant and its Affiliates), if and to the extent subjected to the full scope, encumbrance, operation and effect of this Master Declaration by one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof; and shall not apply to any other Unit or Parcel located within the Property, including, without limitation, the Hotel Parcel, Fractional Parcel or Golf Parcel, or any portion thereof. The Units referred to in clauses (i), (ii) and (iii) of this Article 4.11 are individually referred to in this Master Declaration as a "**Club Unit**" and collectively as the "**Club Units**".

4.11.2. Club and Club Amenities. The Disney Parcel Owner may (but shall have no obligation to) develop and construct a clubhouse and certain related amenities on the Disney Parcel, all as determined by the Disney Parcel Owner in its sole, absolute and unfettered discretion (collectively, the "**Club Amenities**") and, in conjunction therewith, the Club Operator may create, operate and manage a private social and recreational club (the "**Club**"). NOTWITHSTANDING THE FOREGOING OR THE OTHER PROVISIONS OF THIS ARTICLE 4.11, DECLARANT, THE DISNEY PARCEL OWNER AND CLUB OPERATOR AND THEIR AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES, GUARANTIES, COMMITMENTS OR PROMISES OF ANY KIND OR NATURE THAT THE CLUB AMENITIES WILL EVER BE DEVELOPED AND CONSTRUCTED ON THE DISNEY PARCEL OR THAT THE CLUB WILL EVER BE CREATED. FURTHER, AND NOTWITHSTANDING THE FOREGOING OR THE OTHER PROVISIONS OF THIS ARTICLE 4.11, IF THE CLUB AMENITIES ARE EVER DEVELOPED AND CONSTRUCTED ON THE DISNEY PARCEL AND THE CLUB IS CREATED, THERE IS NO OBLIGATION ON THE DISNEY PARCEL OWNER OR CLUB OPERATOR TO CONTINUE THE OPERATION OF THE CLUB FOR ANY PARTICULAR TIME PERIOD OR IN PERPETUITY AND, ACCORDINGLY, THE DISNEY PARCEL OWNER MAY THEREAFTER TERMINATE THE CLUB AND THE MANDATORY CLUB MEMBERSHIP (DESCRIBED BELOW) SUBJECT TO AND IN ACCORDANCE WITH THE CLUB MEMBERSHIP PLAN DOCUMENTS (DEFINED BELOW). TERMINATION OF THE CLUB AND MANDATORY CLUB MEMBERSHIP SHALL BE GOVERNED BY THE TERMS, CONDITIONS AND OBLIGATIONS CONTAINED IN THE CLUB MEMBERSHIP PLAN DOCUMENTS.

4.11.3. Mandatory Membership. IN THE EVENT THE CLUB AMENITIES ARE DEVELOPED AND CONSTRUCTED ON THE DISNEY PARCEL AND THE CLUB IS CREATED, MEMBERSHIP IN THE CLUB SHALL BE MANDATORY FOR ALL THE THEN EXISTING OWNERS OF A CLUB UNIT AND THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, AS WELL AS ALL FUTURE OWNERS OF A CLUB UNIT; PROVIDED, HOWEVER, THAT NEITHER DECLARANT NOR ANY AFFILIATE OF DECLARANT SHALL BE REQUIRED TO MAINTAIN A MEMBERSHIP IN THE CLUB FOR ANY CLUB

UNITS OWNED BY DECLARANT OR ANY AFFILIATE OF DECLARANT. THE MANDATORY MEMBERSHIP IN THE CLUB SHALL BE APPURTENANT TO AND INSEPARABLE FROM OWNERSHIP OF EACH CLUB UNIT, SUBJECT TO ARTICLE 4.11.5 BELOW. Notwithstanding anything herein to the contrary, if an Owner acquires two or more Club Units, such Owner will be required to maintain a membership in the Club for each Club Unit owned by such Owner; *provided, however*, that notwithstanding the foregoing, the Owner of two (2) or more contiguous Lots who combines such Lots in a manner acceptable to the Declarant and in accordance with this Declaration, so that only one (1) Home may be constructed thereon, shall be required to maintain only one (1) membership in the Club for the one (1) Home constructed on the combined contiguous Lots.

4.11.4. Membership May Not Be Exclusive. ALTHOUGH MEMBERSHIP IN THE CLUB WILL BE MANDATORY FOR ALL OWNERS OF CLUB UNITS IN THE EVENT THE CLUB AMENITIES ARE DEVELOPED AND CONSTRUCTED ON THE DISNEY PARCEL AND THE CLUB IS CREATED, SUCH MEMBERSHIP MAY NOT BE EXCLUSIVE AND NOTHING IN THIS ARTICLE 4.11 OR ANY OTHER PROVISION OF THIS MASTER DECLARATION OR THE CLUB MEMBERSHIP PLAN DOCUMENTS SHALL REQUIRE THAT SUCH MEMBERSHIP BE EXCLUSIVE, OR PROHIBIT OR RESTRICT: (I) THE DISNEY PARCEL OWNER, THE DISNEY PARCEL OWNER'S AFFILIATES, OR THE CLUB OPERATOR FROM CONCURRENTLY USING ANY PORTION OF THE CLUB AMENITIES AT ANY TIME OR FROM TIME TO TIME; (II) CERTAIN AUTHORIZED OR PERMITTED LICENSEES AND INVITEES OF THE DISNEY PARCEL OWNER, THE DISNEY PARCEL OWNER'S AFFILIATES OR THE CLUB OPERATOR FROM CONCURRENTLY USING ANY PORTION OF THE CLUB AMENITIES AT ANY TIME OR FROM TIME TO TIME; OR (III) ANY PERSON OR ENTITY THAT IS A MEMBER OF THE CLUB, BUT IS NOT AN OWNER OF A CLUB UNIT FROM CONCURRENTLY USING ANY PORTION OF THE CLUB AMENITIES AT ANY TIME AND FROM TIME TO TIME.

4.11.5. Club Membership Plan Documents. THE MANDATORY MEMBERSHIP IN THE CLUB AS PROVIDED IN THIS ARTICLE 4.11 SHALL BE IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, CONDITIONS, AND OBLIGATIONS OF THE MEMBERSHIP PLAN AND THE RULES AND REGULATIONS FOR THE CLUB, AS THE SAME MAY BE ESTABLISHED AND AMENDED BY THE CLUB OPERATOR FROM TIME TO TIME, IN ITS SOLE, ABSOLUTE AND UNFETTERED DISCRETION (COLLECTIVELY, "**CLUB MEMBERSHIP PLAN DOCUMENTS**"). EACH OWNER OF A CLUB UNIT MUST MAINTAIN IN GOOD STANDING A MANDATORY MEMBERSHIP IN THE CLUB FOR EACH CLUB UNIT OWNED. NO OWNER OF A CLUB UNIT SHALL BE PERMITTED TO WAIVE, TERMINATE OR RESIGN ITS MEMBERSHIP IN THE CLUB DURING THE TIME SUCH CLUB UNIT IS OWNED BY SUCH OWNER, EXCEPT THAT WHEN SUCH OWNER CONVEYS FEE SIMPLE TITLE TO ITS CLUB UNIT, SUCH OWNER'S MEMBERSHIP IN THE CLUB SHALL AUTOMATICALLY TERMINATE AND THE MEMBERSHIP AND MEMBERSHIP OBLIGATIONS SHALL AUTOMATICALLY TRANSFER AND INURE TO THE NEW OWNER OF SUCH CLUB UNIT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TERMINATION

OF AN OWNER'S MEMBERSHIP IN THE CLUB UPON CONVEYANCE OF FEE SIMPLE TITLE TO THE CLUB UNIT TO A NEW OWNER SHALL NOT RELIEVE THE PRIOR OWNER OF ITS OBLIGATION TO PAY ALL CLUB CHARGES (DEFINED BELOW) AND OTHER AMOUNTS THAT ACCRUED DURING THE PERIOD OF SUCH PRIOR OWNER'S MEMBERSHIP IN THE CLUB.

4.11.6. Club Amenities Not Common Property, Etc. BY ACCEPTING TITLE TO ANY CLUB UNIT, EACH OWNER THEREOF ACKNOWLEDGES, ACCEPTS, COVENANTS AND AGREES THAT: (I) ALTHOUGH THE DISNEY PARCEL IS PART OF THE PROJECT, NEITHER THE NON-RESIDENTIAL ASSOCIATION NOR ANY OWNERS' ASSOCIATION WILL OWN THE DISNEY PARCEL; (II) THE DISNEY PARCEL IS PRIVATELY OWNED BY THE DISNEY PARCEL OWNER; (III) THE DISNEY PARCEL AND CLUB AMENITIES ARE NOT COMMON PROPERTY AND WILL NOT BE PART OF THE AREAS OF ASSOCIATION RESPONSIBILITY; (IV) WHILE ACQUISITION OF A MEMBERSHIP IN THE CLUB SHALL BE MANDATORY, NO OWNER OF A CLUB HAS OR WILL HAVE ANY VESTED OR UN-VESTED RIGHT, TITLE, INTEREST, OWNERSHIP OR EASEMENT (PRESCRIPTIVE OR OTHERWISE) IN THE DISNEY PARCEL, CLUB AMENITIES OR ANY OF THE IMPROVEMENTS THEREON (EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE CLUB MEMBERSHIP PLAN DOCUMENTS); AND (V) EACH OWNER'S OBLIGATION TO MAINTAIN A MEMBERSHIP IN THE CLUB FOR THE CLUB UNIT OWNED BY SUCH OWNER AND SUCH OWNER'S LIABILITY FOR ITS CLUB CHARGES MAY NOT BE AVOIDED BY WAIVER OF THE USE OR ENJOYMENT OF THE CLUB OR BY ABANDONMENT OF THE CLUB UNIT FOR WHICH THE MEMBERSHIP IS REQUIRED, OR OTHERWISE.

4.11.7. Recordation of Supplemental Declaration Upon Creation of Club and Termination of Club and Mandatory Club Membership. DECLARANT SHALL HAVE THE UNILATERAL RIGHT TO FILE OF RECORD IN THE PUBLIC RECORD OF THE COUNTY A SUPPLEMENTAL DECLARATION REGARDING THE CREATION OF THE CLUB AND THE COMMENCEMENT OF THE MANDATORY CLUB MEMBERSHIP OBLIGATIONS, AND, IF APPLICABLE, THE TERMINATION OF THE CLUB AND MANDATORY CLUB MEMBERSHIP. Upon creation of the Club: (i) Declarant shall record a Supplemental Declaration in the Public Records of the County in order to provide record notice of the creation of the Club and the commencement of the mandatory club membership obligations to all of the Owners of Club Units and all other parties searching the Public Records of the County; and (ii) Declarant shall provide a copy of such recorded Supplemental Declaration, along with written notice of the creation of the Club and copies of the Club Membership Plan Documents, to each Owner of a Club Unit at the current mailing address for each such Owner on file with the Orange County Property Appraiser, whereupon each Owner's membership in the Club shall commence in accordance with the terms and conditions of the Club Membership Plan Documents. In the event the Club and mandatory membership obligations are terminated in accordance with the Club Membership Plan Documents, Declarant shall record a Supplemental Declaration in the Public Records of the County, which Supplemental Declaration shall act to memorialize the termination of the Club and the release, pursuant to the Club Membership Plan Documents, of all the Owners of Club Units from their mandatory membership obligation in the Club.

4.11.8. Club Charges. Membership in the Club will require payment of membership fees and other charges to the Club Operator (including, without limitation, initial membership fees or deposits, annual membership fees, and individual charges for food and beverage services, concierge services, private parties, *etc.*) by all Owners of a Club Unit (collectively, "**Club Charges**"). THE CLUB CHARGES SHALL BE INITIALLY ESTABLISHED BY THE CLUB OPERATOR IN THE CLUB MEMBERSHIP PLAN DOCUMENTS, BUT SHALL BE SUBJECT TO CHANGE FROM TIME TO TIME IN THE DISCRETION OF THE CLUB OPERATOR AS PROVIDED IN THE CLUB MEMBERSHIP PLAN DOCUMENTS.

4.11.9. Delinquent Club Charges. Each Owner of a Club Unit shall be personally responsible for payment of its Club Charges, and the Club Operator may bring an action for a money judgment against any Owner to collect all Club Charges and other amounts due from such Owner that become delinquent under the terms and conditions of the Club Membership Plan Documents, including interest, late charges, enforcement and collection costs and reasonable attorneys' fees (collectively, "**Delinquent Club Charges**"), including those incurred in all bankruptcy and probate proceedings. Additionally, Delinquent Club Charges shall be deemed to constitute Specific Charges for which the Non-Residential Association shall have a lien against the Club Unit owned by the delinquent Owner in accordance with Article 11.9 of this Master Declaration. Accordingly, if the Club Operator provides notice to the Non-Residential Association that an Owner owes Delinquent Club Charges, the Non-Residential Association shall have the right and obligation, for the benefit of the Club Operator, to use reasonable efforts to collect such Delinquent Club Charges from such Owner and to enforce its lien for Specific Charges, through and including foreclosure of the lien. In the event that the Non-Residential Association does not enforce its rights and obligations hereunder with respect to a Specific Charge resulting from Delinquent Club Charges, the Club Operator shall have the right, power and authority to enforce the Non-Residential Association's lien and foreclosure rights in accordance with Article 11.9 of this Master Declaration and the Club Operator shall have the right to cite this provision in any documents or proceedings associated with the Club Operator's exercise of such right, power and authority. All Delinquent Club Charges (less the Non-Residential Association's costs of enforcement and collection) collected by the Non-Residential Association from Owners are the property of the Club Operator and shall be immediately paid to the Club Operator.

4.11.10. Acknowledgements and Agreements Regarding the Club. Each Owner, by acceptance of a deed to a Club Unit, acknowledges and agrees that:

4.11.10.(a) while it is contemplated that each Owner of a Club Unit shall obtain use rights in the Club located on the Disney Parcel (if the Club Amenities are ever developed and the Club created) pursuant to the Club Membership Plan Documents, the privilege of using the Club Amenities shall be subject to the terms and conditions of the Club Membership Plan Documents, including, but not limited to, remaining in good standing thereunder. In the event any such Owner fails to maintain its membership in the Club in good standing the Club Operator, pursuant to the Club Membership Plan Documents, may prohibit such Owner from using the Club. If an Owner is required to maintain more than one (1) membership in the Club pursuant to Article 4.11.4 above and such Owner fails to maintain all of its memberships in the

Club in good standing, the Club Operator may prohibit such Owner from using the Club until such time as all of such Owner's memberships are brought into good standing.

4.11.10.(b) notwithstanding the fact that all or a portion of the Disney Parcel may be considered Open Space or a recreation area for purposes of applicable zoning ordinances and regulations, each Owner of a Club Unit releases and discharges forever Declarant, Disney Parcel Owner, Club Operator, and their respective Affiliates, successors and assigns (and the respective members, partners, shareholders, officers, directors, employees and agents of each) (collectively, the "**Club Indemnified Parties**") from: (i) any claim that the Disney Parcel is, or must be, owned or operated by the Non-Residential Association, any owners' association, or the Owners of Club Units; or (ii) any claim that such Owner is entitled to use the Disney Parcel by virtue of their ownership of such Club Unit without (a) maintaining in good standing a membership in the Club pursuant to the Club Membership Plan Documents, (b) timely paying all of such Owner's Club Charges, and (c) complying with all of the terms and conditions of the Club Membership Plan Documents. Further, each Owner shall indemnify, defend and hold harmless the Club Indemnified Parties against and in respect of, and shall reimburse the Club Indemnified Parties upon demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including, without limitation, interest, penalties, attorney and paralegal fees and disbursements (even if incident to any appeals) that any of the Club Indemnified Parties shall incur or suffer, which arise out of, result from or relate to any claim that (i) because the Disney Parcel (or portion thereof) is deemed to be Open Space or a recreation area for purposes of applicable zoning ordinances and regulations, or otherwise, the Disney Parcel or Club Amenities must be owned or operated by the Non-Residential Association, any owners' association, or the Owners of Club Units, or (ii) the Owners of the Club Units may use the Disney Parcel or Club Amenities without acquiring and maintaining in good standing a membership in the Club pursuant to the Club Membership Plan Documents and paying all applicable Club Charges, and complying with all the terms and conditions of the Club Membership Plan Documents.

4.11.10.(c) any entry upon the Disney Parcel without the prior permission of the Disney Parcel Owner or Club Operator and not in compliance with all the terms and conditions of the Club Membership Plan Documents may be deemed a trespass and each Owner shall refrain from, and shall cause all of the Owner's family members and guests to refrain from, any unauthorized entry upon the Disney Parcel.

4.11.10.(d) subject to the Disney Parcel Permitted Use, the Disney Parcel Owner and the Club Operator shall have the right to determine from time to time, each in their sole, absolute, and unfettered discretion, and without the approval by any Owner of a Club Unit, of any change in, how and by whom the Disney Parcel and Club Amenities shall be used. Any change in, how and by whom the Disney Parcel and Club Amenities shall be used shall be governed by the Club Membership Plan Documents and subject to the Disney Parcel Permitted Use.

4.11.10.(e) if required by the Club Membership Plan Documents, each Owner of a Club Unit shall complete and submit to the Club Operator a membership agreement or owner information statement to the Club within the time period prescribed in the

Club Membership Plan Documents; *provided, however*, that the failure to complete and submit such membership agreement or owner information statement shall not relieve such Owner, and such Owner shall be subject to and bound by, all of obligations set forth in the Club Membership Plan Documents, including, but not limited to, the obligation to timely pay Club Charges.

4.11.10.(f) it is integral to the success of the Club that each and every Owner of a Club Unit continually maintain its membership in good standing and that the failure of any Owner to so maintain its membership in good standing shall threaten the quality and operation of the Club. The success of the Club is specifically enhanced by observance of the mandatory membership covenant by all Owners.

4.11.10.(g) subject to the Governing Documents, the Disney Parcel Owner and Club Operator, each in their sole, absolute, and unfettered discretion, may add to, remove or otherwise modify the Club Amenities, the landscaping, trees, and other features located on the Disney Parcel, and neither the Disney Parcel Owner, nor the Club Operator or the Declarant or any of their respective Affiliates shall have any liability or obligation to any Owner as a result of such modifications.

4.11.10.(h) notwithstanding anything herein to the contrary, that the Club Operator, in its sole, absolute, and unfettered discretion, may create and offer a separate form of membership in the Club for (i) Owners of any Private Residence Club located on any Unit, (ii) persons or entities that do not have any ownership interest in any portion of the Property, and (iii) persons or entities that have any ownership interest in the Property other than a Club Unit.

4.11.10.(i) upon creation of the Club, to (i) accept its membership in the Club in accordance with the Club Membership Plan Documents, (ii) comply with the Club Membership Plan Documents, and (iii) timely pay any and all of its Club Charges when due.

4.11.10.(j) the Disney Parcel Owner, if the Club Amenities are ever developed and constructed on the Disney Parcel and the Club is ever created, may thereafter terminate the Club and the mandatory memberships in the Club, subject to and in accordance with the Club Membership Plan Documents and this Master Declaration.

4.11.10.(k) the Club Operator may, but shall be under no obligation to, provide transportation service(s) from time to time to and from the Property, or portions thereof, and off-Property sites and locations (such off-Property locations may potentially include, but shall not necessarily include or be limited to, the WALT DISNEY WORLD® Resort Complex or portions thereof). The costs and expenses of any transportation service provided by the Club Operator shall be included in the Club Charges, as determined by the Club Operator in its sole, absolute and unfettered discretion. Any and all other matters concerning or related to such transportation service(s), including, but not limited to, (i) the commencement and/or continuation of any transportation service(s), (ii) the type, means, and/or methods of providing any transportation service(s), (iii) the identification and selection of the provider(s) of any transportation service(s), (iv) the contractual terms and conditions upon which any transportation service(s) are procured and/or provided, (v) the schedule and/or availability of any transportation

service(s), and (vi) pick-up and drop-off site(s), shall be determined by the Club Operator in its sole, absolute and unfettered discretion.

5. DESIGN AND CONSTRUCTION; ARCHITECTURAL AND LANDSCAPING 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 and agrees that Declarant is an Owner of certain portions of the Property and that Declarant and/or Declarant's Affiliates own, operate and control the WALT DISNEY WORLD® Resort Complex, and that by reason of such ownership, operation and control that Declarant has a substantial interest in ensuring that the Improvements within the Property enhance Declarant's and Declarant's Affiliate's reputation and do not impair Declarant's or Declarant's Affiliate's ability to market, sell, lease, utilize or promote the Property or such other real estate (other than by competition); *provided, however*, that any such matters with respect to the Hotel Property, Fractional Property and Golf Property shall be governed by the Parcel Declaration applicable to each such property. As such, Declarant has a substantial interest in ensuring that the Property is designed and constructed in conformity with the overall exceptionally high standards of quality which have come to be known and expected at the WALT DISNEY WORLD® Resort Complex.

5.2. Applicability. Notwithstanding anything in this Master Declaration or any Supplemental Declaration or Parcel Declaration to the contrary, the terms and conditions of this Article 5.2 and Article 5.3 below shall not apply to the Hotel Parcel, Fractional Parcel or Golf Parcel and the matters addressed in this Article regarding such Parcels shall be governed by the Parcel Declaration applicable to the Hotel Parcel, Fractional Parcel and Golf Parcel.

5.2.1. Declarant reserves the right of site plan, lighting, architectural and landscaping review, and approval and enforcement of the same over the Property. Except as may be otherwise expressly provided in this Master Declaration, no Work to be performed or Improvements to be made, placed, altered, erected or installed upon any portion of the Property shall be undertaken within the Property except in compliance with this Article 5.

5.2.2. No Work shall be commenced on any portion of the Property by any Owner, Developer, builder or other entity or person unless and until the Owner, Developer or builder of such portion of the Property on which such Work will be performed shall have received written approval for such Work pursuant to the requirement of this Article 5.

5.2.3. Declarant 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, Declarant may retain architects, engineers or other professionals to assist in the review of any application, and Declarant may charge any reasonable fees incurred for such assistance to the applicant. Declarant, at Declarant's sole, absolute and unfettered discretion, may require the Non-Residential Association to collect such fees from Owners as Specific Charges and require the Non-Residential Association to remit such collected fees to Declarant.

5.3. Architectural Control Board.

5.3.1. Notwithstanding anything in this Master Declaration to the contrary, Declarant may from time to time, but shall not be obligated to, assign and/or delegate all or a portion of its rights under this Article 5 or other recorded instruments to an ACB appointed by Declarant, subject to (i) the right of Declarant to revoke such delegation at any time and reassume jurisdiction over any and all matters previously reserved, and (ii) the right of Declarant to veto any decision of the ACB which Declarant determines, in its sole, absolute and unfettered discretion, to be inappropriate or inadvisable for any reason. The jurisdiction of the ACB shall be limited to such matters as are specifically delegated to it by Declarant. Unless and until such time as Declarant delegates all or a portion of its rights to the ACB, the ACB shall have no jurisdiction over architectural or landscaping matters. Upon any such delegation, the ACB shall accept and exercise the jurisdiction so assigned and/or delegated in accordance with this Article 5.

5.3.2. The ACB, if and when appointed by Declarant, shall consist of at least three (3), but not more than five (5), persons who shall serve and may be removed and replaced from time to time by Declarant in Declarant's sole, absolute and unfettered discretion, and there is no requirement that such members of the ACB be Members of the Non-Residential Association, or Owners or representatives of Members or Owners. The members of the ACB may, but need not, include architects, engineers or similar professionals. Reasonable compensation for the members of the ACB, if any, shall be established from time to time by Declarant and any such compensation may be included as part of the fees charged by Declarant pursuant to Article 5.2.3.

5.4. Plan Submissions. Notwithstanding anything in this Master Declaration to the contrary, the terms and conditions of this Article 5.4 shall not apply to the Hotel Parcel, Fractional Parcel or Golf Parcel and the design and construction of such Parcels shall be governed by the Parcel Declaration applicable to each such Parcel.

5.4.1. Home and Lots. The Home and Lot Conceptual Plans, Home and Lot Design Development Plans, and Home and Lot Final Plans for Homes and Lots shall be prepared or overseen by a financially responsible, experienced and reputable architect, engineer and/or landscape architect/engineer, as appropriate given the nature of the plans involved, authorized to conduct business in the State of Florida. The "**Residential Design Architect**" means the architect or architectural firm responsible for developing conceptual drawings which implement the selected architectural theme, and which has been approved in writing by Declarant, in Declarant's sole, absolute and unfettered discretion, pursuant to the terms, conditions and requirements for approval set forth in the Design Guidelines. For purposes of, and as a condition precedent to, the acquisition of Declarant's approval of any proposed plans, Owner shall submit to Declarant proposed Home and Lot Conceptual Plans in accordance with the requirements of Exhibit "O". Furthermore, it shall be the responsibility of the Residential Design Architect to ensure that the design is complementary with then existing architectural patterns within the Property.

5.4.2. Multi-Family or Commercial Property. The Multi-Family or Commercial Property Conceptual Plans, Multi-Family or Commercial Property Design Development Plans, and Other Final Plans shall be prepared or overseen by a financially responsible, experienced and reputable architect, engineer and/or landscape architect/engineer, as appropriate given the nature of the plans involved, authorized to conduct business in the State of Florida. The "**Multi-Family or Commercial Property Design Architect**" means the architect or architectural firm responsible for developing conceptual drawings which implement the selected architectural theme, and which has been approved in writing by Declarant, in Declarant's sole, absolute and unfettered discretion, pursuant to the terms, conditions and requirements for approval set forth in the Design Guidelines. For purposes of, and as a condition precedent to, the acquisition of Declarant's approval of any proposed plans, Owner shall submit to Declarant proposed Multi-Family or Commercial Property Conceptual Plans in accordance with the requirements of Exhibit "R". Furthermore, it shall be the responsibility of the Multi-Family or Commercial Property Design Architect to ensure that the design is complementary with then existing architectural patterns within the Property.

5.4.3. Ownership of Plans. Declarant shall be provided with a copy, for record purposes, of all final construction plans filed with any Governmental Authority. Declarant shall also be furnished with a complete set of commercially reasonable "as-built" drawings upon the completion of construction of any Improvements. Owner shall be the owner of all plans, including the Final Plans for all Improvements. Declarant shall not have any responsibility for the adequacy of the Final Plans or be subject to any liability to Owner or any third parties, in the event such plans, or the design represented thereby, are deficient in any manner.

5.5. Design and Construction. Notwithstanding anything in this Master Declaration or any Supplemental Declaration or any Parcel Declaration to the contrary, the terms and conditions of this Article 5.5 shall not apply to the Hotel Parcel, Fractional Parcel or Golf Parcel and the design and construction of such Parcels shall be governed by the Parcel Declaration applicable to each such Parcel.

5.5.1. Design Approval. No Improvements shall be commenced, located, constructed, installed or placed on, or attached or affixed to, any Parcel, or any portion thereof, and no existing Improvements shall be altered, unless and until Declarant shall have approved the Final Plans therefor. In furtherance and not in limitation of the foregoing, except as otherwise expressly set forth herein, Declarant shall have the right, in its sole, absolute and unfettered discretion, to approve all aesthetic aspects of: (i) each Parcel and Unit and the exterior of all Improvements, including, without limitation, the development of each Parcel and Unit and all portions thereof and the Improvements (including, without limitation, landscaping, exterior signage, exterior layout, icons and statuary) to be located, constructed, installed or placed thereon, and/or attached or affixed thereto, (ii) all Alterations to any Improvements affecting the exterior appearance of the Parcel and/or Unit and Improvements thereto, and (iii) interior Improvements to the extent that the same are visible, or may be expected to be visible, from any alley-way, street or other roadway exterior to the perimeter boundaries of the Parcel or Unit. All proposed plans for any and all Improvements and Alterations shall also be in conformance with all recorded covenants, conditions and restrictions affecting the Property, the Governing Documents,

the requirements of the Design Guidelines promulgated hereunder and submitted to Owner prior to the granting of approval or disapproval by Declarant of the Conceptual Plans. The highest standard among the foregoing shall prevail. Declarant may accept, accept with conditions, or reject, any proposed plans in Declarant's sole, absolute and unfettered discretion, unless another standard is expressly set forth in this Article 5. Such sole, absolute and unfettered discretion shall include, without limitation, the right to reject or condition acceptance of any proposed plans on purely subjective aesthetic grounds. Declarant shall not have approval rights with respect to the interior of the Improvements, except, and only to the extent that the same are visible, or may be expected to be visible, from any alley-way, street or other roadway exterior to the perimeter boundaries of the Parcel or Unit, or to the extent such modifications do not comply with the Governing Documents and Laws, including without limitation, all applicable zoning, building or other governmental rules or regulations. Declarant's review of proposed plans (whether in Declarant's sole, absolute and unfettered discretion or other applicable standard) may, as an example, and not by way of limitation, take into account, among other things: (i) the type, kind, nature, design, style, shape and scale of the proposed Improvements, the color, texture, quality and quantity of materials to be used in the exterior construction of the proposed Improvements, both in their entirety and as to their individual component parts, and the relationship thereof to, and the compatibility and harmony thereof with, the overall theme, concept, atmosphere and quality of the Project, including, without limitation, the topography and physical characteristics of the Parcel or Unit, as well as; (ii) the relationship thereof to, and the compatibility and harmony thereof with, the overall quality expected for the development of the Project as expressed in the Governing Documents and any Design Guidelines then in effect.

5.5.2. Home and Lot Plans.

5.5.2.(a) Conceptual Plans for Homes and Lots. Home and Lot Conceptual Plans for the initial Improvements on the Parcels for which Homes and Lots are allowed by the Permitted Use, or Home and Lot Conceptual Plans for any additional Improvements (or any applicable portion or phase of either) and any Alterations, shall be delivered by the Owner to Declarant for review and approval or disapproval by Declarant, and shall contain such information and be in such format as Declarant requires, including, without limitation, meeting the requirements set forth on Exhibit "O". Declarant's approval of the proposed Home and Lot Conceptual Plans may be withheld in its sole, absolute and unfettered discretion. If Declarant approves any proposed Home and Lot Conceptual Plans, then Declarant and Owner shall date and initial such approved Home and Lot Conceptual Plans which shall thereafter be known as the "**Home and Lot Approved Conceptual Plans**."

5.5.2.(b) Design Development Plans for Homes and Lots. The proposed Home and Lot Design Development Plans for the initial Improvements on the Parcels for which Homes and Lots are allowed by the Permitted Use, or Home and Lot Design Development Plans for any additional Improvements (or any applicable portion or phase of either) and any Alterations, shall be delivered by the Owner to Declarant for review and approval or disapproval by Declarant, and shall contain such information and be in such format as Declarant reasonably requires, including, without limitation, meeting the requirements set forth on Exhibit "P". Except as provided in the following paragraph, Declarant's approval of the proposed Home and Lot Design Development Plans may be withheld in its sole, absolute and

unfettered discretion. If Declarant approves any Home and Lot Design Development Plans, then Declarant and Owner shall date and initial such approved Home and Lot Design Development Plans, which shall hereafter be known as the "**Home and Lot Approved Design Development Plans**."

Notwithstanding the foregoing in this Article 5.5.2.(b), Declarant agrees not to unreasonably withhold, delay or condition its consent to proposed Home and Lot Design Development Plans, provided such proposed Home and Lot Design Development Plans for the Home and Lot (i) are consistent with the (a) Design Guidelines and (b) overall design concepts expressed in the Home and Lot Approved Conceptual Plans for the Home and Lot, (ii) do not reflect changes in the overall quality or design consistency of the proposed Improvements or Alterations shown in the Home and Lot Approved Conceptual Plans for the Home and Lot, and (iii) are otherwise consistent with the other requirements of the Governing Documents.

5.5.2.(c) Final Plans for Homes and Lots. The proposed Home and Lot Final Plans for the initial Improvements on the Parcels for which Home and Lots are allowed by the Permitted Use, or any additional Improvements (or any applicable portion or phase of either) and any Alterations, shall be delivered by the Owner to Declarant for review and approval or disapproval by Declarant, and shall contain such information and be in such format as Declarant reasonably requires, including, without limitation, the items and materials set forth on Exhibit "Q". Except as provided in the following paragraph, Declarant's approval of the proposed Home and Lot Final Plans may be withheld in its sole, absolute and unfettered discretion. The Home and Lot Final Plans shall also include a proposed construction schedule, including, without limitation, a projected commencement date and projected completion date. If Declarant approves the proposed Home and Lot Final Plans, then Declarant and Owner shall date and initial the approved Home and Lot Final Plans, which shall hereafter be known as the "**Home and Lot Approved Final Plans**".

Notwithstanding the foregoing in this Article 5.5.2.(c), Declarant agrees not to unreasonably withhold, delay or condition its consent to proposed Home and Lot Final Plans, provided such proposed Home and Lot Final Plans for the Home and Lot (i) are consistent with the overall design concepts expressed in the Home and Lot Approved Design Development Plans for the Home and Lot, (ii) do not reflect changes in the overall quality or design consistency of the proposed Improvements or Alterations shown in the Home and Lot Approved Design Development Plans for the Home and Lot, and (iii) are otherwise consistent with the other requirements of the Governing Documents.

5.5.2.(d) Review Process and Deadlines for Homes and Lots. Within thirty (30) days after its receipt of any proposed Home and Lot Conceptual Plans, Home and Lot Design Development Plans or Home and Lot Final Plans submitted for Declarant's approval, Declarant shall provide to the submitting Owner a written notice stating whether Declarant has approved or disapproved the proposed plans submitted and, if such proposed plans are disapproved by Declarant, the notice shall also contain Declarant's reasons for disapproval, questions, concerns, comments or objections thereto and those changes proposed by Declarant in order to obtain Declarant's approval of such proposed plans. Within thirty (30) days following such Owner's receipt of written notice of any disapproval by Declarant of plans submitted by

Owner, Owner shall modify and resubmit Owner's proposed plans to Declarant. If Declarant fails to respond to any submission of any proposed plans within the aforesaid applicable period, or to any resubmission thereof necessitated by Declarant's disapproval of a previous submission, within twenty (20) days after receipt of any such resubmission, the submitting Owner may give to Declarant written notice of such failure to respond, specifically citing this Article, and stating that unless Declarant responds to such submission within fifteen (15) Business Days of its receipt of such notice, Declarant's approval of such proposed plans shall be deemed granted. If Declarant thereafter fails to respond to such submission in writing within such fifteen (15) Business Day period, Declarant shall be deemed to have approved the proposed plans last submitted with respect to the Improvements depicted therein, provided that the same do not effect a change in, or represent a violation or breach of, the applicable Permitted Use and that the same are consistent with all prior approved plans and proposed submissions.

5.5.3. Multi-Family or Commercial Property Plans. The following provisions shall apply to Parcels other than the Hotel Parcel, Fractional Parcel, Golf Parcel and Parcels for which Homes and Lots are the Permitted Use.

5.5.3.(a) Conceptual Plans for Multi-Family or Commercial Property. Multi-Family or Commercial Property Conceptual Plans for the initial Improvements consistent with the Permitted Use for each such Parcel, or Multi-Family or Commercial Property Conceptual Plans for any additional Improvements (or any applicable portion or phase of either) and any Alterations, shall be delivered by the Owner to Declarant for review and approval or disapproval by Declarant, and shall contain such information and be in such format as Declarant requires, including, without limitation, meeting the requirements set forth on Exhibit "R". Declarant's approval of the proposed Multi-Family or Commercial Property Conceptual Plans may be withheld in its sole, absolute and unfettered discretion. If Declarant approves any proposed Multi-Family or Commercial Property Conceptual Plans, then Declarant and Owner shall date and initial such approved Multi-Family or Commercial Property Conceptual Plans which shall thereafter be known as the "**Multi-Family or Commercial Property Approved Conceptual Plans**."

5.5.3.(b) Design Development Plans for Multi-Family or Commercial Property. The proposed Multi-Family or Commercial Property Design Development Plans for the initial Improvements on the Parcel allowed by the Permitted Use for such Parcel, or Multi-Family or Commercial Property Design Development Plans for any additional Improvements (or any applicable portion or phase of either) and any Alterations, shall be delivered by the Owner to Declarant for review and approval or disapproval by Declarant, and shall contain such information and be in such format as Declarant reasonably requires, including, without limitation, meeting the requirements set forth on Exhibit "S". Except as provided in the following paragraph, Declarant's approval of the proposed Multi-Family or Commercial Property Design Development Plans may be withheld in its sole, absolute and unfettered discretion. If Declarant approves any Multi-Family or Commercial Property Design Development Plans, then Declarant and Owner shall date and initial such approved Multi-Family or Commercial Property Design Development Plans, which shall hereafter be known as the "**Multi-Family or Commercial Property Approved Design Development Plans**."

Notwithstanding the foregoing in this Article 5.5.3.(b), Declarant agrees not to unreasonably withhold, delay or condition its consent to proposed Multi-Family or Commercial Property Design Development Plans, provided such proposed Multi-Family or Commercial Property Design Development Plans for the Parcel (i) are consistent with the overall design concepts expressed in the Multi-Family or Commercial Property Approved Conceptual Plans for the Parcel, (ii) do not reflect changes in the overall quality or design consistency of the proposed Improvements or Alterations shown in the Multi-Family or Commercial Property Approved Conceptual Plans for the Parcel, and (iii) are otherwise consistent with the other requirements of the Governing Documents.

5.5.3.(c) Final Plans for Multi-Family or Commercial Property. The proposed Multi-Family or Commercial Property Final Plans for the initial Improvements on the Parcel allowed by the Permitted Use for such Parcel, or any additional Improvements (or any applicable portion or phase of either) and any Alterations, shall be delivered by the Owner to Declarant for review and approval or disapproval by Declarant, and shall contain such information and be in such format as Declarant reasonably requires, including, without limitation, the items and materials set forth on Exhibit "T". Except as provided in the following paragraph, Declarant's approval of the proposed Multi-Family or Commercial Property Final Plans may be withheld in its sole, absolute and unfettered discretion. The Multi-Family or Commercial Property Final Plans shall also include a proposed construction schedule, including, without limitation, a projected commencement date and projected completion date. If Declarant approves the proposed Multi-Family or Commercial Property Final Plans, then Declarant and Owner shall date and initial the approved Multi-Family or Commercial Property Final Plans, which shall hereafter be known as the "**Multi-Family or Commercial Property Approved Final Plans**".

Notwithstanding the foregoing in this Article 5.5.3.(c), Declarant agrees not to unreasonably withhold, delay or condition its consent to proposed Multi-Family or Commercial Property Final Plans, provided such proposed Multi-Family or Commercial Property Final Plans for the Parcel (i) are consistent with the overall design concepts expressed in the Multi-Family or Commercial Property Approved Design Development Plans for the Parcel, (ii) do not reflect changes in the overall quality or design consistency of the proposed Improvements or Alterations shown in the Multi-Family or Commercial Property Approved Design Development Plans for the Parcel, and (iii) are otherwise consistent with the other requirements of the Governing Documents.

5.5.3.(d) Review Process and Deadlines for Multi-Family or Commercial Property. Within thirty (30) days after its receipt of any proposed Multi-Family or Commercial Property Conceptual Plans, Multi-Family or Commercial Property Design Development Plans or Multi-Family or Commercial Property Final Plans submitted for Declarant's approval, Declarant shall provide to the submitting Owner a written notice stating whether Declarant has approved or disapproved the proposed plans submitted and, if such proposed plans are disapproved by Declarant, the notice shall also contain Declarant's reasons for disapproval, questions, concerns, comments or objections thereto and those changes proposed by Declarant in order to obtain Declarant's approval of such proposed plans. Within thirty (30) days following such Owner's receipt of written notice of any disapproval by Declarant of plans

submitted by Owner, Owner shall modify and resubmit Owner's proposed plans to Declarant. If Declarant fails to respond to any submission of any proposed plans within the aforesaid applicable period, or to any resubmission thereof necessitated by Declarant's disapproval of a previous submission, within twenty (20) days after receipt of any such resubmission, the submitting Owner may give to Declarant written notice of such failure to respond, specifically citing this Article, and stating that unless Declarant responds to such submission within fifteen (15) Business Days of its receipt of such notice, Declarant's approval of such proposed plans shall be deemed granted. If Declarant thereafter fails to respond to such submission in writing within such fifteen (15) Business Day period, Declarant shall be deemed to have approved the proposed plans last submitted with respect to the Improvements depicted therein, provided that the same do not effect a change in, or represent a violation or breach of, the applicable Permitted Use for the Parcel and that the same are consistent with all prior approved plans and proposed submissions.

5.6. Construction. The terms and conditions of this Article 5.6 shall not apply to the Hotel Parcel, Fractional Parcel or Golf Parcel and the construction of such Parcels shall be governed by the Parcel Declaration applicable to each such Parcel.

5.6.1. Prerequisites to Commencement of Construction. Before the commencement of any construction of Improvements or Alterations to any Parcel or Unit, the Owner of the Parcel or Unit, as applicable, shall satisfy all of the following requirements:

5.6.1.(a) Owner, at Owner's sole cost and expense, shall have filed all appropriate documents with the County for the Improvements or Alterations;

5.6.1.(b) Declarant shall have approved the Final Plans in writing as provided for herein;

5.6.1.(c) The Approved Final Plans shall be filed by Owner (at Owner's sole cost and expense) with and approved by all Governmental Authorities having or claiming jurisdiction, if required by such departments or authorities, and with any public utility companies having an interest therein, if required by such utility companies, and all such necessary approvals and permits, including, but not limited to, building permits, site plan and permit approval, as applicable, shall have been obtained by Owner at Owner's sole cost and expense, and copies thereof delivered to Declarant and any required governmental impact fees shall have been paid by Owner to the appropriate Governmental Authorities;

5.6.1.(d) Owner shall provide Declarant with evidence that Owner has obtained insurance required hereunder and as reasonably required by Declarant, including, but not limited to, builders risk and liability insurance; and

5.6.1.(e) Owner or Declarant shall have created a subdivision plat of the Parcel (or portion thereof to be developed). Any Owner creating a subdivision plat shall have (i) obtained the prior written consent and approval of Declarant to the form and content of any such subdivision plat prior to filing such subdivision plat of record with the County; (ii) obtained final approval of such subdivision plat by the Orange County Board of Commissioners; and (iii) filed such subdivision plat of record with the County. Declarant may

withhold its consent and approval to a subdivision plat of any Parcel, or portion thereof, to be developed in Declarant's sole, absolute and unfettered discretion.

5.6.2. Improvements. Construction and completion of any and all Improvements and/or Alterations shall be performed and completed by Owner at its sole cost and expense in conformance with the Approved Final Plans therefor. Any changes or revisions to the Approved Final Plans shall be at Owner's sole cost and expense and shall be subject to Declarant's approval if such changes or revisions alter or modify aspects of the Approved Final Plans over which Declarant had approval rights pursuant to the terms of this Master Declaration. If any Improvements and/or Alterations, or any portions of any of the foregoing, do not conform to the Approved Final Plans therefor and such non-conformity was to an aspect of the Improvements that were subject to Declarant's approval rights, the same shall, if so required by Declarant, in addition to, and not in limitation of the other rights and remedies of Declarant under this Master Declaration, be immediately removed or reconstructed by Owner, at Owner's cost.

5.6.3. Declarant's Approvals. Declarant's or the ACB's approval hereunder of any plans, specifications (including the Approved Final Plans), or partially or completed Improvements shall not be construed as approval or certification of the structural adequacy of the structures detailed therein or their conformity to applicable building codes or other legal requirements, it being agreed that Owner shall hold harmless and indemnify Declarant, and any member of the ACB, or any of Declarant's Affiliates or their respective representatives, officers, directors, members, partners, employees or agents of any of them from all claims and liabilities arising therefrom in accordance with Article 5.13. Declarant's approval of any Developer or builder shall not be construed as approval or certification of the competency of the Developer or builder or adequacy of the Improvements built by such Developer or builder, it being agreed that Owner shall hold Declarant harmless from all claims and liabilities arising from use of the Developer or builder.

5.7. Residential Commencement of Construction. The term "**Residential Commencement of Construction**" shall mean that: (i) Declarant shall have approved the Final Plans for the Home; (ii) the County shall have issued a building permit for the Home; and (iii) the actual construction of the Home shall have commenced.

5.8. Residential Completion of Construction. The term "**Residential Completion of Construction**" shall have occurred only upon the satisfaction of the following conditions: (i) the Improvements constituting a Home, including, without limitation, all equipment, fittings and fixtures and all exterior painting, landscaping, patios and driveways required to be installed pursuant to the Approved Final Plans, shall have been completed and installed in conformance with the Approved Final Plans therefor, as certified by the architect of record or production architect responsible for the creation of the Approved Final Plans; (ii) the Residential Certificate of Occupancy Date shall have occurred; and (iii) Owner shall have caused to be delivered to Declarant a "**Completion Certificate**" in the form set forth in Exhibit "U", attached hereto and incorporated herein by reference, to the effect that the construction of the Improvements, including, without limitation, all equipment, fittings and fixtures required to be installed pursuant to the Approved Final Plans, have been completed and installed in conformance with the

Approved Final Plans and in accordance with all applicable laws relating to the construction of the Improvements, which Completion Certificate and exterior Improvements shall have been reviewed and approved by Declarant, in its sole, absolute and unfettered discretion. Declarant, shall have the right to inspect the Improvements constituting the Home and related Improvements constructed on the Lot to ensure the accuracy of the Completion Certificate and to confirm that all such Improvements are in substantial conformance with the Approved Final Plans. In the event Declarant determines, in its sole, absolute and unfettered discretion, that such Improvements are not in substantial conformance with Approved Final Plans, Declarant shall have the unqualified right to require the Home Owner to promptly bring such non-conforming Improvements into compliance with the Approved Final Plans, at Home Owner's sole cost and expense, or, in the event of such Home Owner's failure to promptly act, Declarant shall have the right to perform or cause to be performed such work as may be required to bring the non-conforming Improvements into compliance with the Approved Final Plans, all at Home Owner's sole cost and expense.

5.9. Multi-Family or Commercial Property Commencement of Construction. With respect to Parcels other than the Hotel Parcel, Fractional Parcel, Golf Parcel and Parcels for which Homes and Lots are the Permitted Use, the term "**Multi-Family or Commercial Property Commencement of Construction**" shall mean that: (i) Declarant shall have approved the Final Plans for the Improvements to the Parcel; (ii) the County shall have issued a building permit for the Improvements; and (iii) the actual construction of the Improvements shall have commenced.

5.10. Multi-Family or Commercial Property Completion of Construction. The term "**Multi-Family or Commercial Property Completion of Construction**" shall have occurred only upon the satisfaction of the following conditions: (i) the Improvements, including, without limitation, all equipment, fittings and fixtures and all exterior painting, landscaping, patios and driveways required to be installed pursuant to the Approved Final Plans, shall have been completed and installed in conformance with the Approved Final Plans therefor, as certified by the architect of record or production architect responsible for the creation of the Approved Final Plans; (ii) the Multi-Family or Commercial Property Certificate of Occupancy Date shall have occurred; and (iii) Owner shall have caused to be delivered to Declarant a Completion Certificate in the form set forth in Exhibit "U" to the effect that the construction of the Improvements, including, without limitation, all equipment, fittings and fixtures required to be installed pursuant to the Approved Final Plans, have been completed and installed in conformance with the Approved Final Plans and in accordance with all applicable laws relating to the construction of the Improvements, which Completion Certificate and exterior Improvements shall have been reviewed and approved by Declarant, in its sole, absolute and unfettered discretion. Declarant, shall have the right to inspect the Improvements constituting the Improvements to ensure the accuracy of the Completion Certificate and to confirm that all such Improvements are in substantial conformance with the Approved Final Plans. In the event Declarant determines, in its sole, absolute and unfettered discretion, that such Improvements are not in substantial conformance with Approved Final Plans, Declarant shall have the unqualified right to require the Owner thereof to promptly bring such non-conforming Improvements into compliance with the Approved Final Plans, at such Owner's sole cost and expense, or, in the event such Owner fails to promptly act, Declarant shall have the right to perform or caused to be performed such work

as may be required to bring the non-conforming Improvements into compliance with the Approved Final Plans, all at such Owner's sole cost and expense.

5.11. Approved Density. Owner shall not construct more Units or other Improvements than are allowed by the Permitted Use applicable to the Parcel without Declarant's written approval, which approval Declarant may grant or withhold in Declarant's sole, absolute and unfettered discretion. If Owner seeks and obtains written permission from Declarant to increase the number, change the size, or change the type of Units or other Improvements allowed for the Parcel, and Owner also obtains, if necessary, approval from the appropriate Governmental Authority for such additional Improvements, as a condition to the granting of such approval and as a prerequisite to the performance of any Work relating to any such additional Improvements, Owner shall pay to Declarant at the time approval is granted (by wire transfer of immediately available federal U.S. funds to an account designated by Declarant) such additional amount as may be specified by Declarant from time to time, in Declarant's sole, absolute and unfettered discretion. Notwithstanding anything in this Master Declaration, or any applicable Parcel Declaration to the contrary, without the prior written consent of Hotel Parcel Owner, which consent may be withheld in its sole, absolute and unfettered discretion, the Density Limitation shall not be exceeded.

5.12. Expenses. Each Owner shall be solely responsible for all costs, expenses, fees and charges associated or incurred in connection with planning and construction of any Improvements and/or Alterations to the Owner's Parcel or Unit, whether foreseen or unforeseen, and neither Declarant nor Declarant's Affiliates shall have any responsibility or liability therefor.

5.13. No Liability. Neither Declarant, nor Declarant's Affiliates nor their respective representatives, officers, directors, employees, nor the members of the ACB or the Non-Residential Association, or agents thereof shall either jointly or severally be liable or accountable in damages or otherwise, to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any architect, Developer or builder, plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Master Declaration, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Owner shall not be entitled to and shall not bring any action, proceeding or suit against Declarant, any of Declarant's Affiliates, the ACB or any member of the ACB, the Non-Residential Association or any Member of the Non-Residential Association, or any of their respective representatives, officers, directors, members, partners, employees or agents of any of them for the purpose of recovering any such damages or other relief. Each Owner agrees to indemnify Declarant, any of Declarant's Affiliates, any member of the ACB, the Non-Residential Association and any Member of the Non-Residential Association, and any of their respective representatives, officers, directors, members, partners, employees or agents of any of them from any loss, damage, liability, suit, claim, judgment, fee, cost and expense (including reasonable attorneys' fees and paralegals' fees) arising out of any decision, approval or disapproval or mistake in judgment, negligence, misfeasance or nonfeasance in connection therewith concerning the plans, specifications or materials concerning the Improvements to or on such Owner's Parcel or Unit, as applicable, except to the extent of any willful misconduct or gross negligence of any indemnified party. Additionally, plans, specifications and other

materials submitted to and approved by Declarant or the ACB shall not be reviewed or approved for their compliance with any applicable Laws or Governmental or environmental permits, including, without limitation, any applicable building or zoning Laws, ordinances, rules or regulations. By the approval of any such Developer's or builder's, plans, specifications or materials, neither Declarant, nor members of the ACB or Declarant's Affiliates or their respective representatives, officers, directors, members, employees or agents of any of them, shall have, assume or incur any liability or responsibility whatsoever for any violation of Laws or any defect in the design or construction of any building, structure or other aspect of the Improvements, developed, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Master Declaration, nor shall such approval by Declarant or the ACB be deemed to constitute a representation or warranty by Declarant or the ACB that the Improvements, parking facilities, intersections, or other components, if any, of Owner's proposed development can or will be approved by applicable Governmental Authorities having jurisdiction thereof. It shall be solely the Owner's obligation to verify the availability of such approvals and to obtain same at Owner's sole cost and expense. Notwithstanding anything in this Master Declaration to the contrary, except as otherwise agreed by Declarant in writing, Declarant shall not be responsible or liable for any costs, expenses, fees and/or charges associated or incurred in connection with the planning, construction, use, operation, management, maintenance, repair, or Alteration of any Parcel or Unit, or any portion thereof, by or on behalf of any Owner.

5.14. Permits and Approvals. The terms and conditions of this Article 5.14 shall not apply to the Hotel Parcel, Fractional Parcel or Golf Parcel and the permits and approvals with respect to such Parcels shall be governed by the Parcel Declaration applicable to the Hotel Parcel, Fractional Parcel and Golf Parcel.

5.14.1. Permits. Each Owner, at its sole cost and expense, shall be responsible for applying and for obtaining all federal, state, regional and local governmental permits and approvals, whether foreseen or unforeseen, required for the development, construction and operation of the Improvements on the Owner's Parcel or Unit, including but not limited to any environmental permits (collectively, the "**Governmental Permits**"). Declarant agrees, at no cost to Declarant and at the sole cost and expense of Owner, to reasonably cooperate with Owner in obtaining such Governmental Permits and for filing copies of the same with Declarant for approval prior to commencement of any Work on the Parcel or Unit. Owner shall keep Declarant generally apprised of its progress in seeking Governmental Permits, and will notify Declarant of all public hearings with respect thereto, and will furnish Declarant with copies of all applications for all Governmental Permits, and correspondence, changes and modifications regarding the same, and approvals prior to submittal to the appropriate agency and Owner shall not submit such applications to such agencies until and unless Declarant has approved the same in writing. Owner shall be responsible for payment of any application, impact, tap-in, deposit, hookup, connection and similar fees and charges applicable to and/or prerequisite for the issuance of any Governmental Permits, any utility connections, or other permits, authorizations or approvals necessary to the construction, occupancy and use of the proposed Improvements on that Owner's Parcel or Unit. Declarant and Owner shall cooperate in connection with applications for any and all such Governmental Permits in a commercially reasonable manner; *provided, however*, that such cooperation shall not require the payment of

money by Declarant. Declarant, upon request, shall furnish Owner with copies of applications, permits and approvals made or issued in writing to Declarant with respect to any Governmental Permits obtained by Declarant. Notwithstanding anything in this Master Declaration to the contrary, Declarant shall have the right, pursuant to a Supplemental Declaration, Parcel Declaration, or Amendment, to subject any portion of the Property that Declarant owns to such additional requirements regarding permits and approvals as Declarant shall desire from time to time in Declarant's sole, absolute and unfettered discretion.

5.14.2. Review Process. Within fifteen (15) Business Days after receipt of any submittal of a proposed application or request to a Governmental Authority, Declarant shall provide to the Owner written notice stating whether Declarant has approved or disapproved the submittal of such application or request to the appropriate Governmental Authority. If such submittal is disapproved, such notice shall also contain a statement of Declarant's reasons for such disapproval and any questions, concerns, comments and objections thereto and suggested changes proposed by Declarant in order to render such proposed application or request acceptable to Declarant. If Declarant fails to respond, in writing, to any such submission of a proposed application or request within the aforesaid fifteen (15) Business Day period, or to any resubmission thereof necessitated by Declarant's disapproval of a previous submission, within five (5) Business Days after receipt of any such resubmission, then Owner may give to Declarant written notice of such failure to respond, specifically citing this Master Declaration and this Article 5.14.2., stating that unless Declarant responds within five (5) Business Days of receipt of such notice, approval of the submission of such proposed application or request to the appropriate Governmental Authority shall be deemed granted. If Declarant fails to respond to such notice within such five (5) Business Day period, Declarant shall be deemed to have approved the proposed application or request last submitted, and the submitting Owner shall be entitled to submit the same to the appropriate Governmental Authority, except that no such deemed approval shall be deemed to constitute any consent by Declarant to any change in the Permitted Use or any waiver by Declarant of its interests, rights or remedies under this Master Declaration.

5.14.3. Information. Declarant and Owner shall be kept generally apprised of the other party's progress in seeking permits, certificates or approvals under or with respect to any of the Governing Documents for the Owner's Parcel or Unit and all portions thereof and shall be provided with prior written notice of all public hearings with respect thereto (sufficient to permit the other party to attend the hearing), and be furnished with copies of all applications, permits and approvals made or issued, in writing, with respect to any Governing Documents.

5.14.4. Compliance. Each Owner shall comply with the Governing Documents, all Laws of all Governmental Authorities having jurisdiction over the Property or any part or aspect thereof or any aspects of such Owner's use, operation and/or ownership thereof (including, without limitation, the use, operation and/or ownership thereof in accordance with the Permitted Use applicable to the Parcel), and with the requirements and regulations, if any, of any public utilities, the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction, or any other body exercising similar functions, and of all insurance companies then writing policies maintained by Owner or Declarant providing coverage

to the Project or the Owner's Parcel, Unit or any part thereof, and any provisions of Declarant's insurance coverage of which Declarant has given Owner written notice.

5.14.5. Change in Government Permits. No Owner shall request, apply for or obtain any change or alteration to any existing Governmental Permit, which change or alteration will or may materially and adversely affect the rights of any Owner of any portion of the Property without the prior written approval of Declarant, which approval may be withheld, delayed or conditioned in the sole, absolute and unfettered discretion of Declarant. The purpose of this provision is to prohibit any Owner of any portion of the Property, other than Declarant, from changing or altering a Governmental Permit in such a manner that such change or alteration will affect any other portion of the Property not owned by the Owner making such application. Notwithstanding the foregoing, Declarant shall not request, apply for or obtain any change or alteration to any existing Governmental Permit, which change or alteration will materially and adversely affect the right of any Owner of any portion of the Property (other than Declarant) without first obtaining the prior written approval of such Owner(s), which approval shall not be unreasonably withheld, condition or delayed.

5.15. Insurance.

5.15.1. Insurance Requirements. Prior to the commencement of and during the performance of any Work on the Property or any portion thereof, Owner shall keep and maintain (and/or, as appropriate, cause its contractors to keep and maintain) the following insurance, unless such requirement is waived in writing by Declarant (Declarant reserves the right to modify, pursuant to a Supplemental Declaration(s), or Parcel Declaration(s) the insurance requirements applicable to any Parcel or other portion of the Property):

5.15.1.(a) worker's compensation insurance in minimum statutory amounts, as required by Law;

5.15.1.(b) comprehensive commercial general liability insurance, including contractual liability, during any construction, and for a period of one (1) year after completion of the Improvements, in the minimum amount of Two Million Dollars (U.S. $2,000,000) per occurrence and Two Million Dollars (U.S. $2,000,000) in the aggregate;

5.15.1.(c) builder's risk insurance in an amount equal to the actual replacement cost of the Improvements; and

5.15.1.(d) automobile liability insurance covering owned, non-owned and rented automotive and construction equipment in the minimum amount of Two Million Dollars ($2,000,000.00).

5.15.2. Requirements. Each Owner (and/or its contractors, as appropriate) shall pay all premiums for the insurance coverage which such Owner is required to procure and maintain under this Master Declaration. Each insurance policy shall be issued by an insurer authorized under the applicable Laws to issue the coverage provided by the policy, and have a Best Rating of at least B+(VIII). All such policies shall provide that they cannot be canceled, modified, reduced or non-renewed except after the insurer gives Declarant thirty (30) days written notice of

cancellation, modification, reduction or non-renewal, such notice to be provided to Declarant at 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attn: Risk Management Department. Each policy (excluding workers compensation) shall name Declarant and the Non-Residential Association as additional insureds, without obligation to pay premiums.

5.15.3. Renewals. Prior to the expiration date of each policy required, Owner (and/or its contractors, as applicable) shall renew each policy and pay the renewal premiums for such policy in the ordinary course of business and shall deliver to Declarant a certificate of insurance; *provided, however,* that upon Declarant's request, Owner shall provide Declarant with a copy of the original policy evidencing the renewal within five (5) Business Days of such request.

5.15.4. Waiver of Subrogation. All persons or entities subject to this Master Declaration waive any and all rights of recovery, claim, action or cause of action against each other, their respective agents, officers and employees, for any loss or damage that may occur to the Owner's Parcel or Unit, and to all property, whether real, personal or mixed, located in or about the Owner's Parcel or Unit, by reason of fire, the elements, or any other cause typically insured against under the terms of standard all-risk fire and extended coverage insurance policies of the type prescribed from time to time for use and actually carried in respect of the Owner's Parcel or Unit regardless of cause or origin, including negligence of any person or entity subject to this Master Declaration, their respective Affiliates, representatives, officers, directors, members, partners, agents and employees. The provisions of this Article 5.15.4. are inapplicable as to any event where either party is deemed to have an indemnification obligation to the other party pursuant to Article 13 hereof.

5.15.5. Effect of Failure to Insure. If, for any reason, Owner fails to provide and keep in force (or require its contractors to provide and keep in force) any or all of the insurance policies required of Owner under this Article 5.15, then Owner shall indemnify Declarant and its Affiliates and hold Declarant and its Affiliates harmless from and against any loss incurred by Declarant or any Affiliate, which would have been covered by the insurance Owner (or its contractors) fails so to provide or keep in force. If Owner defaults on its obligations relative to insurance as aforesaid, Declarant may, at its option, without limitation of any other rights of Declarant, purchase insurance on Owner's behalf and require Owner, on demand, to reimburse Declarant for all costs incurred by Declarant in procuring same, plus interest on such amount, retroactive to the date Declarant incurred such expense, calculated on the maximum permissible legal rate charged by Declarant to Owner.

5.15.6. Evidence. Prior to commencing any Work on a Parcel or Unit, the Owner of such Parcel or Unit shall provide Declarant with certificates of insurance or copies of insurance policies, as may be required by Declarant, evidencing that such Owner and/or such Owner's contractor has obtained all such required insurance. Notwithstanding the foregoing, in the event Owner delivers certificates of insurance to Declarant, Owner shall be required to provide Declarant with copies of insurance policies within five (5) Business Days of a request therefor by Declarant.

5.16. Environmental Matters.

5.16.1. Regulatory Compliance. Declarant and Owner will each promptly notify the other in writing of any existing, pending or, to the best knowledge of either party, threatened investigation or inquiry by any Governmental Authority in connection with any "**Applicable Environmental Laws**", which include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, the Hazardous and Solid Waste Amendments of 1984 (as amended), the Florida Water Code, the Florida Solid Waste Disposal Act and Title 10, Part I of the Code of Federal Regulations for the Nuclear Regulatory Commission.

5.16.2. Hazardous Waste. Each Owner of a Parcel or Unit shall be responsible for obtaining any permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, Improvements, fixtures and equipment forming a part of the Parcel or Unit by reason of any Applicable Environmental Laws. Neither Declarant nor any Owner shall take any action or omit to take any action (including actions or omissions of any contractors or agents of Owner or of any contractors or agents of Declarant) which would cause the (i) Property or any portion thereof to be subject to any remedial obligations under any Applicable Environmental Laws, or (ii) disposal or other release of any hazardous substance or solid waste on or to the Property or any portion thereof, and covenants and agrees to keep or cause the Property to be kept free of any hazardous substance or solid waste and to remove the same (or if removal is prohibited by Law, to take whatever action is required by Law) promptly upon discovery at its sole expense, unless, under then applicable Law and prudent real estate practices, no removal or other remedial action with respect to such hazardous waste or substances is required, due to the concentration of such substances or waste being below the mandated minimum limits for removal or remediation. Without limitation of Declarant's rights to declare a default hereunder and to exercise all remedies available by reason thereof, in the event any Owner fails to comply with or perform any of the foregoing covenants and obligations, after notice and an opportunity to cure (and with respect to the Hotel Parcel, Fractional Parcel and Golf Parcel, subject to Hotel Parcel Owner's, Fractional Parcel Owner's and Golf Parcel Owner's rights to timely challenge or contest any required remediation concerning such Owner's Parcel), Declarant may (without any obligation, express or implied) remove any hazardous substance or solid waste from the Property (or if removal is prohibited by Law, take whatever action is required by Law) and the cost of the removal or such other action shall be a demand obligation owing, by the Owner responsible for the disposal or release of hazardous substances or solid waste, to Declarant pursuant to this Master Declaration, and in connection therewith, each Owner grants to Declarant (and its agents, employees, contractors and consultants) access to the Owner's Parcel or Unit to remove such hazardous substance or solid waste (or if removal is prohibited by Law, to take whatever action is required by Law). Furthermore, such demand obligation shall constitute a lien against the Parcel or Unit owned by such Owner if not paid within thirty (30) days of written request for such payment. The lien shall also secure payment of costs, interest 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 fine, charge or assessment. 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. Notwithstanding the foregoing, Hotel Parcel Owner, Golf Parcel Owner and Disney Parcel Owner may keep and use hazardous substances on the Hotel Property, Golf Property and Disney Property, respectively, if stored, maintained, used and disposed of in compliance with all Laws, and if maintaining such hazardous substances on the Hotel Property, Golf Property or Disney Property is reasonably required in connection with the construction, maintenance or operation of the Hotel Property, Golf Property or Disney Property, as applicable. In the event Declarant or its Affiliates cause the disposal or release of hazardous substances or solid waste on the Property, Declarant shall remove the hazardous substances or solid waste promptly upon discovery, at its sole cost and expense (or if removal is prohibited by Law, to take whatever action is required by Law), unless under the applicable Law and prudent real estate practices is required, due to the concentration of such substances or work being below the mandated minimum limits for removal or remediation. Notwithstanding the foregoing, neither Declarant nor any Affiliate of Declarant shall be responsible in any way for any preexisting condition on the Property. Notwithstanding the foregoing and with respect to the Fractional Parcel, the Additional Residential Parcel and those portions of the Additional Property if and to the extent made subject to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with Article 3.3 hereof, the use, handling and storage of products containing small or commercially reasonable quantities of hazardous substances (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like), to the extent customary and necessary for general household and office purposes, shall not be prohibited; provided that such items are always handled, stored, used, and disposed of in a safe and lawful manner in accordance with all Laws and never allowed to contaminate the Property or any portion thereof. Declarant and Golf Parcel Owner acknowledge and agree that, as of the Effective Date, there are three (3) underground storage tanks located on the Golf Parcel (all denoted as State of Florida Registration No. 489102873). Such existing underground storage tanks shall be permitted by Declarant to remain on the Golf Parcel. From and after the date that the Golf Parcel is conveyed by Declarant to Golf Parcel Owner, Golf Parcel Owner shall be fully responsible for such tanks and the contents thereof, and any act, omission, disposal or release of hazardous substances or solid waste related to the same shall not be considered to be caused or created by Declarant; *provided, however*, that, if pursuant to a written agreement, (i) Declarant or any Affiliate of Declarant remains in possession of the Golf Parcel after such date of conveyance, and (ii) Declarant or any Affiliate of Declarant expressly assumes any responsibility for or obligation with respect to such tanks, then Golf Parcel Owner shall not be in default of the foregoing terms and conditions of this sentence if such default is caused by a breach by Declarant or any Affiliate of Declarant, as applicable, of such assumed responsibility for or obligation with respect to such tanks under such written agreement.

5.16.3. Inspection. Upon Declarant's request (based upon Declarant's reasonable belief of an Owner's violation of Article 5.16.2.), at any time and from time to time during the existence of this Master Declaration, Owner will provide, at Owner's sole expense, an audit of the Owner's Parcel or Unit from an engineering or consulting firm reasonably acceptable to Declarant, regarding the presence of hazardous substances and solid wastes on the Owner's

Parcel or Unit. If Owner fails to provide the audit after ninety (90) days' notice, Declarant may order the same, and Owner grants to Declarant and its agents, employees, contractors and consultants access to the Owner's Parcel or Unit to perform inspections and tests. The cost of such inspections and tests shall be a demand obligation owing by Owner to Declarant, unless it is revealed that (i) the presence of hazardous substances and solid wastes on the Owner's Parcel or Unit is the result of the acts or omissions of Declarant or any of Declarant's contractors or agents, or (ii) no hazardous substances or solid wastes are discovered on the Owner's Parcel or Unit, in which case the cost of such inspection and tests shall be at Declarant's sole cost and expense.

5.17. Guidelines and Procedures. The terms and conditions of this Article 5.17 shall not apply to the Hotel Parcel, Fractional Parcel or Golf Parcel and the matters addressed in this Article with respect to such Parcels shall be governed by the Parcel Declaration applicable to the Hotel Parcel, Fractional Parcel and Golf Parcel.

5.17.1. Design Guidelines.

5.17.1.(a) Declarant, or to the extent that the ACB has jurisdiction hereunder (the entity having jurisdiction at any particular time is referred to in this Article 5.17 as the "Declarant"), may, but shall not be required to, establish design and construction guidelines and review procedures (the "**Design Guidelines**") to provide guidance to Owners and Developers regarding matters of particular concern to Declarant in considering applications for architectural and landscaping approval. The Design Guidelines shall not be the exclusive basis for decisions hereunder and compliance with the Design Guidelines shall not guarantee approval of an application. Any such Design Guidelines may contain general provisions applicable to all of the Property, as well as specific provisions which vary from one portion of the Property to another depending upon the location, type of construction or use, and unique characteristics of the property.

5.17.1.(b) Any Design Guidelines adopted pursuant to this Article 5.17 shall be subject to amendment from time to time in the sole, absolute and unfettered discretion of the entity adopting them. Amendments to the Design Guidelines shall not apply to require modifications to or removal of structures previously approved once the construction or modification has been approved or in the context of rebuilding after a casualty or condemnation. There shall be no limitation on the scope of amendments to the Design Guidelines; amendments may remove requirements previously imposed or otherwise make the Design Guidelines more or less restrictive in whole or in part. The Declarant shall make copies of the Design Guidelines, if any, available to Owners and Developers who seek to engage in development or construction within the Properties, and may charge a reasonable fee to cover its printing costs.

5.17.1.(c) Declarant makes no representation, express or implied, to any Owner, Developer or builder or any other person or entity whatsoever with regard to the Design Guidelines, including, without limitation, the compliance of the Design Guidelines with building codes, Laws and other requirements of Governmental Authorities and quasi-governmental bodies and agencies relating to the construction of Improvements and other activities engaged in by Owners, Developers, builders or any other person or entity from time to

time, the appropriateness of use of any substance or material required by the Design Guidelines, the compliance of the Design Guidelines with any licensing requirements imposed by Governmental Authorities from time to time, and the failure or alleged failure of the Design Guidelines to comply with any industry standard or any other reasonable standard or practice with respect to the work or materials used in the construction of Improvements and other activities engaged in by Owners, Developers, builders or any other person or entity within the Property in accordance with the Design Guidelines.

5.18. No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Article 5 will change from time to time and that decisions regarding aesthetic matters and interpretation and application of the Design Guidelines, if any, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Declarant may refuse to approve similar proposals in the future. Approval of proposals, plans and specifications, or drawings for any Work previously done, or in connection with any matter requiring approval, shall not be deemed a waiver of the right to withhold approval as to any similar future proposals, plans and specifications, drawings or other matters; *provided, however*, that it shall be unreasonable for Declarant to withhold approval for further development, design, clarification or refinement of the same proposals, plans and specifications, drawings or other matters so long as the foregoing are consistent with and a logical extension of the originally approved submittal.

5.19. Variances. Declarant may, but shall not be required to, authorize variances from compliance with any of the provisions of the Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, or when architectural merit warrants such variance, as it may determine in its sole, absolute and unfettered discretion. Such variances shall be granted only when, in the sole, absolute and unfettered judgment of Declarant, unique circumstances exist, and no Owner shall have any right to demand or obtain a variance. No variance shall (a) be effective unless in writing, (b) be contrary to this Master Declaration and/or any applicable Supplemental Declaration or Parcel Declaration, or (c) estop the Declarant from denying a variance in other circumstances.

5.20. Modifications to Final Plans. A Developer, builder, or Owner shall not materially modify, change, supplement, alter or amend any Approved Final Plans without the prior written consent of Declarant. 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 or Lot that is not substantially in accordance with the Approved Final Plans or if it would result in an increase or decrease in the size of any structure on the Parcel or Lot of five percent (5%) or more. If the nature or extent of such changes to the Approved Final 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, Declarant shall be furnished with copies of any modifications to the Approved Final Plans prior to submission to the County. Upon receipt of proposed modifications to the Approved Final Plans to Declarant, Declarant shall review such proposed modifications and shall, in Declarant's sole, absolute and unfettered discretion, either approve or disapprove of the proposed modifications. If Declarant disapproves of any proposed

modification, the Developer or Owner may not submit the proposed changes to the Governmental Authority.

5.21. Effect of Approval. Neither Declarant, nor the ACB or the Non-Residential Association, or any of their members, or any of Declarant's Affiliates, or their respective representatives, officers, directors, members, employees, or agents, shall either jointly or severally be liable or accountable in damages or otherwise, to any Owner or other person or party whomsoever or whatsoever by reason or on account of: (i) any decision, approval or disapproval of or with respect to any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Master Declaration, including, without limitation, Approved Final Plans and/or any application or request submitted to Declarant by any Owner with respect to the Governing Documents; or (ii) for any mistake in judgment, negligence, misfeasance or nonfeasance, related to or in connection with any such decision, approval or disapproval; or (iii) for any defect in the design or construction of any building, structure or other aspect of any of the Improvements and/or Alterations constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Master Declaration. In furtherance and not in limitation of the foregoing, approval of any plans, specifications or other materials, including, without limitation, any approved plans (including the Approved Final Plans) and/or any application or request submitted to Declarant by any Owner with respect to the Governing Documents by Declarant, any of Declarant's Affiliates, the ACB, or the Non-Residential Association shall not be construed as approval of the structural adequacy or fitness for the intended uses or purposes of the Improvements and/or Alterations detailed therein or their conformity to applicable Laws or Governmental Permits, including without limitation, any applicable building or zoning Laws, ordinances, rules or regulations, and no approval by Declarant, the ACB or any of Declarant's Affiliates shall indicate that such plans, specifications, budgets or other materials are in compliance therewith. Neither Declarant nor any of Declarant's Affiliates nor their respective representatives, officers, directors, members, employees or agents shall have any liability or responsibility for the suitability and/or fitness for the intended use of the ultimate design of any Owner's Parcel, Unit or any portion thereof. No Owner shall be entitled to bring, nor shall any Owner bring, any action, proceeding or suit against Declarant, any of Declarant's Affiliates, the ACB, the Non-Residential Association or any of their respective representatives, officers, directors, members, employees or agents of any of them with respect to any decision, approval or disapproval of any plans, specifications, budgets or other materials required to be submitted for review and approval pursuant to the provisions of this Master Declaration, including, without limitation, Approved Final Plans, and/or any application or request submitted to Declarant, the ACB or the Non-Residential Association by any Owner with respect to the Governing Documents, for the purpose of recovering any such damages or other relief, except as expressly provided in the following sentence. Notwithstanding the foregoing, if Declarant or its representatives, officers, directors, members, employees, or agents shall unreasonably delay, condition or withhold approval in any case where Declarant has expressly agreed to act reasonably, the Owner of the Parcel, Unit, or affected portion thereof, shall be entitled to enforce such agreement to act reasonably in granting approval by an action for injunction, a declaratory judgment, or specific performance as its sole and exclusive remedy (the right to seek and/or be awarded money damages or other remedies being hereby specifically and expressly waived).

5.22. Enforcement.

5.22.1. Any Work performed in violation of this Master Declaration, the Approved Final Plans, or those guidelines and procedures which may be established in a Supplemental Declaration or Parcel Declaration shall be deemed to be non-conforming. Declarant and the Non-Residential Association shall each have the right to exercise the right of enforcement within the scope of this Article 5 and pursuant to those guidelines and procedures which may be established in a Supplemental Declaration, Parcel Declaration or Amendment from time to time.

5.22.2. Upon written request from Declarant or the Non-Residential Association, Owners shall, at their own cost and expense, remove any structure, alteration or Improvement not conforming to this Article or an applicable Parcel Declaration or Supplemental Declaration and restore the land and/or Improvements to substantially the same condition as existed prior to the non-conforming Work. Should an Owner fail to remove and restore as required, Declarant and the Non-Residential Association 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 Final Plans, and any such action shall not be deemed a trespass or conversion. If the non-conforming structure, alteration or Improvement is not removed, by either the Owner or Declarant, the Non-Residential Association or their designees, Declarant, the Non-Residential Association or the designees of either 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 Article 5, together with interest at the maximum rate then allowed by law.

5.22.3. Declarant, the ACB, if authorized, or the Non-Residential Association acting separately or jointly, may preclude any builder, contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article 5, to the extent applicable, from continuing or performing any further activities on such Owner's Property. Neither Declarant, the ACB, the Non-Residential Association nor their officers, directors, members or agents shall be held liable to any person for exercising the rights granted by this Article 5.

5.22.4. In addition to the foregoing, Declarant and the Non-Residential Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article 5.

5.22.5. Declarant shall have the right, but not the obligation, to from time to time assign or delegate any of Declarant's rights and remedies under this Article 5.22 to the Non-Residential Association; *provided, however*, that any such assignment or delegation shall be subject to (i) the right of Declarant to revoke such assignment or delegation at any time and reassume jurisdiction over the matters previously assigned, and (ii) the right of Declarant to veto any decision of the Non-Residential Association that Declarant determines, in its sole, absolute and unfettered discretion, to be inappropriate or inadvisable for any reason. In the event of any

such assignment, the Non-Residential Association shall enjoy the same rights as Declarant under this Article 5.

6. THE NON-RESIDENTIAL ASSOCIATION AND ITS MEMBERS.

6.1. Non-Residential Association.

6.1.1. The Non-Residential Association is a Florida corporation not for profit charged with the duties and vested with the powers prescribed by law and set forth in the articles of incorporation ("**Articles**") and bylaws ("**Bylaws**") of the Non-Residential Association and this Master Declaration. The affairs of the Non-Residential Association shall be governed by a Board of Directors comprised of seven (7) individuals, four (4) of whom shall be selected, appointed, removed and/or replaced from time to time by the Disney Parcel Owner and three (3) of whom shall be selected, appointed, removed and/or replaced from time to time by Hotel Parcel Owner, each in their sole, absolute and unfettered discretion. Upon the written request of the Hotel Parcel Owner, this Master Declaration shall be amended to provide for the appointment of an individual to the Board of Directors by the Golf Parcel Owner (which shall reduce the number of individuals to be appointed to the Board of Directors by the Hotel Parcel Owner by an equivalent number). 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*, that 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. Notwithstanding anything to the contrary, the Non-Residential Association shall not be subject to or governed by Chapters 718, 719, 720, or 721, *Florida Statutes*.

6.1.2. The Non-Residential Association shall be responsible for maintaining, repairing and replacing the Areas of Association Responsibility and the Improvements and Infrastructure located thereon and such other rights, duties and obligations initially reserved in favor of Declarant and which Declarant may, in its sole, absolute and unfettered discretion from time to time, assign and/or delegate to such Non-Residential Association and which the Non-Residential Association shall be required to accept. With the express prior written consent of Declarant, which consent may be withheld in Declarant's sole, absolute and unfettered discretion, the Board of Directors may assign and/or delegate its authority to manage the affairs of the Non-Residential Association to one or more management companies upon terms the Board of Directors deems appropriate.

6.2. Acceptance and Control of Non-Residential Association Property.

6.2.1. Declarant and Declarant's Affiliates (including, without limitation, Golden Oak Development, LLC for so long as such entity is an Affiliate of Declarant) may convey to the Non-Residential Association, and the Non-Residential Association shall reasonably accept from Declarant and Declarant's Affiliates, personal property and fee title, leasehold or other property interests in any Property or portion thereof, improved or unimproved that are intended for the use or primary benefit of the Owners of the Property, or portions thereof. Upon the written request of Declarant or an Affiliate of Declarant (as the case may be),

the Non-Residential Association shall reconvey to Declarant or such Affiliate of Declarant (as the case may be) any unimproved portions of the Common Property which Declarant or such Affiliate of Declarant (as the case may be) originally conveyed to the Non-Residential Association for no consideration, to the extent conveyed by Declarant or such Affiliate of Declarant in error or needed by Declarant or such Affiliate of Declarant, as the case may be, to make minor adjustments in property lines, provided the foregoing does not materially and adversely impact the use and enjoyment of the Property by any affected Owner as reasonably determined by the Non-Residential Association.

6.2.2. A Developer may convey to the Non-Residential Association, and the Non-Residential Association may, upon an affirmative vote of a majority of the Board of Directors, accept as Common Property, fee title to any real property, improved or unimproved, intended for the use or primary benefit of Owners of the Property, or portions thereof; provided, that (i) if improved, all Improvements on such real property are constructed in accordance with the Approved Final Plans, (ii) any Improvements have been constructed with good material and workmanship, and that the construction and materials will be free from defects and will conform to applicable Laws, and (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 Non-Residential Association.

6.3. Membership.

6.3.1. The sole members of the Non-Residential Association shall be the Disney Parcel Owner and the Hotel Parcel Owner and, at the Hotel Parcel Owner's election, the Golf Parcel Owner (provided that Hotel Parcel Owner complies with and gives Golf Parcel Owner the right to appoint an individual to the Board of Directors as provided in Article 6.1.1.) (collectively, the "**Members**"). No other Owner of any portion of the Property, including, but not limited to, the Fractional Parcel Owner, Golf Parcel Owner (subject to the preceding) or any Owner(s) of any portion of the Additional Property or Additional Residential Parcel, shall be a member of the Non-Residential Association. There shall be no other members of the Non-Residential Association, and no Owner shall have a right to be a member of the Non-Residential Association by reason of being an Owner of any portion of the Property. The Member's voting rights and membership rights and privileges shall be set forth in the Articles, Bylaws, and this Master Declaration. Notwithstanding anything herein to the contrary, all Owners shall be liable for Charges and other assessments levied by the Non-Residential Association irrespective of whether such Owner is a Member of the Non-Residential Association; *provided, however*, that notwithstanding anything in this Master Declaration, any Parcel Declaration or any Supplemental Declaration to the contrary, Residential Maintenance Charges and Residential Special Charges shall not be levied against the Hotel Parcel, Fractional Parcel or Golf Parcel and the Owners of the Hotel Parcel, Fractional Parcel and Golf Parcel shall have no responsibility or liability for paying Residential Maintenance Charges or Residential Special Charges.

6.3.2. EACH OWNER BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY ACKNOWLEDGES AND AGREES THAT (I) SUCH OWNER AND THE OWNER'S PROPERTY SHALL BE SUBJECT TO THE JURISDICTION OF THE NON-RESIDENTIAL ASSOCIATION, (II) THE DISNEY PARCEL OWNER AND HOTEL

PARCEL OWNER, AS PROVIDED IN THIS MASTER DECLARATION, ARE THE SOLE MEMBERS OF THE NON-RESIDENTIAL ASSOCIATION, (III) IT IS THE EXPRESS INTENT OF THIS MASTER DECLARATION THAT NO OWNER OF A UNIT (OR ANY FRACTIONAL INTEREST THEREIN) OR PARCEL SHALL BE A MEMBER OF THE NON-RESIDENTIAL ASSOCIATION BY VIRTUE OF THE OWNERSHIP OF SUCH UNIT (OR FRACTIONAL INTEREST THEREIN) OR PARCEL, (IV) NOTWITHSTANDING THAT SUCH OWNER IS NOT REPRESENTED IN THE NON-RESIDENTIAL ASSOCIATION, THAT SUCH OWNER SHALL BE RESPONSIBLE AND LIABLE FOR CHARGES AND OTHER ASSESSMENTS LEVIED AGAINST SUCH OWNER'S PARCEL OR UNIT BY THE NON-RESIDENTIAL ASSOCIATION AND THAT SUCH OWNER'S PARCEL OR UNIT SHALL BE SUBJECT TO CERTAIN LIEN RIGHTS SET FORTH IN THIS MASTER DECLARATION, (V) NOTWITHSTANDING ANYTHING IN THIS MASTER DECLARATION, ANY PARCEL DECLARATION OR ANY SUPPLEMENTAL DECLARATION TO THE CONTRARY, RESIDENTIAL MAINTENANCE CHARGES AND RESIDENTIAL SPECIAL CHARGES SHALL NOT BE LEVIED AGAINST THE HOTEL PARCEL, FRACTIONAL PARCEL OR GOLF PARCEL AND THE OWNERS OF THE HOTEL PARCEL, FRACTIONAL PARCEL AND GOLF PARCEL SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR PAYING RESIDENTIAL MAINTENANCE CHARGES OR RESIDENTIAL SPECIAL CHARGES, (VI) THE NON-RESIDENTIAL ASSOCIATION WILL NOT BE SUBJECT TO OR GOVERNED BY, AND THAT THIS MASTER DECLARATION WILL NOT AFFORD OWNERS THE PROTECTIONS SET FORTH IN, CHAPTERS 718, 719, 720, OR 721, *FLORIDA STATUTES*, (VII) IT IS DECLARANT'S INTENT, AND THE INTENT OF EACH OWNER (AS EVIDENCED BY THE OWNER'S ACCEPTANCE OF A DEED TO ANY PORTION OF THE PROPERTY) THAT, PURSUANT TO THIS MASTER DECLARATION, DECLARANT SHALL RESERVE AND MAINTAIN SUBSTANTIAL CONTROL OVER THE USE, OPERATION, MANAGEMENT, MAINTENANCE AND REPAIR OF THE PROPERTY AND ALL PORTIONS THEREOF, AND (VIII) EXCEPT TO THE EXTENT THAT DECLARANT'S AFFILIATE OWNS ANY PORTION OF THE PROPERTY, NOTHING IN THIS MASTER DECLARATION WILL CREATE ANY DUTY OR OBLIGATION ON THE PART OF ANY AFFILIATE OF DECLARANT.

6.3.3. Powers of the Non-Residential Association Relating to Other Associations.

6.3.3.(a) It is contemplated that certain condominium, cooperative, fractional or other owners' associations may, from time to time, have jurisdiction over portions of the Property, *provided, however,* that such jurisdiction shall at all times be subordinate and inferior to this Master Declaration, and the rights, powers, duties and obligations of the Non-Residential Association. Any rules and regulations of such owners' associations shall be as stringent, but no less stringent, than the Rules and Regulations set forth in Exhibit "V" and any subsequent rules and regulations promulgated pursuant to the terms and conditions of this Master Declaration from time to time. In the event of any conflict between the Governing Documents and any governing documents of any such owners' association the Governing Documents shall control.

6.3.3.(b) Within fifteen (15) Business Days of receiving written notice of any action, the Non-Residential Association shall have the power to veto any action taken or contemplated to be taken by any owners' association having jurisdiction over any portion of the Property which the Board of Directors determines to be adverse to the interests of the Non-Residential Association or its Members or inconsistent with the First-Class Standard. The Non-Residential Association shall also have the power to require specific action to be taken by any such owners' association in connection with any of such owners' association's obligations and responsibilities. Without limiting the generality of the foregoing, the Non-Residential Association may (a) require specific maintenance or repairs or aesthetic changes to be effectuated by such owners' association, and (b) require that the owners' association include certain items within its budget(s) and that specific expenditures be made.

6.3.3.(c) Any action required by the Non-Residential Association in a written notice pursuant to the foregoing Article 6.3.3.(b). shall be taken within the reasonable time frame set by the Non-Residential Association in such written notice. If such owners' association fails to comply with the requirements set forth in such written notice, the Non-Residential Association shall have the right to effect such action on behalf of the owners' association.

6.3.3.(d) To cover the Non-Residential Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Non-Residential Association, the Non-Residential Association shall assess the Units subject to the jurisdiction of such owners' association for their pro rata share of any expenses actually incurred by the Non-Residential Association in taking such action in the manner provided in Article 11. Such assessments may be collected as a Specific Charge hereunder and shall be subject to all lien rights provided for herein.

6.4. Declarant's Rights Regarding the Non-Residential Association. In the event the Non-Residential Association shall, in Declarant's sole, absolute and unfettered discretion, fail to fully and faithfully perform its duties and obligations as set forth in this Master Declaration or any applicable Parcel Declaration, and the directors of the Non-Residential Association have been given written notice and reasonable opportunity (including the power and authority to act on the Non-Residential Association's behalf) to cure such failure, Declarant may give the Non-Residential Association written notice of such failure and the Non-Residential Association shall have fifteen (15) Business Days from the date of delivery of such written notice to cure its failure. In the event the Non-Residential Association shall fail to cure its failure within such cure period, Declarant, by written notice to the Non-Residential Association, may assume, but shall have no obligation to assume, the Non-Residential Association's jurisdiction with respect to the matter of such failure and Declarant shall have the right, but not the obligation, to perform the Non-Residential Association's rights and obligations with respect to such assumed matter, and Declarant shall have the enforcement, assessment and lien rights of the Non-Residential Association set forth in this Master Declaration that are applicable to such assumed matter.

6.5. Hotel Parcel Owner's Rights Regarding the Non-Residential Association's Rights, Duties and Obligations with Respect to the Fractional Parcel, Golf Parcel and Branded Residential Property. In the event the Non-Residential Association shall, in Hotel Parcel

Owner's reasonable business judgment, fail to fully and faithfully perform its duties and obligations with respect to the Fractional Parcel, Golf Parcel and/or Branded Residential Property as set forth in this Master Declaration or any applicable Parcel Declaration, Hotel Parcel Owner may give the Non-Residential Association written notice of such failure and the Non-Residential Association shall have thirty (30) days from the date of delivery of such written notice to cure its failure. Notwithstanding the foregoing, in the event the Non-Residential Association is diligently pursuing its duties and obligations with respect to the Fractional Parcel, Golf Parcel and/or Branded Residential Property, as the case may be, as set forth in this Master Declaration, or any applicable Parcel Declaration, and such duties and obligations cannot be reasonably completed within such thirty (30) day period, the Non-Residential Association shall have a reasonable amount of time to complete such duties and obligations. In the event the Non-Residential Association shall fail to cure its failure within such cure period, the Hotel Parcel Owner shall have the right, but not the obligation, (i) to bring a cause of action to seek to enforce the provisions of this Master Declaration and/or applicable Parcel Declaration, and obtain an injunction to cause the Non-Residential Association to fully and faithfully perform such duty and/or obligation with respect to the Fractional Parcel, Golf Parcel and/or Branded Residential Property, as the case may be, referenced in the written notice, and (ii) to perform the Non-Residential Association's duties and obligations with respect to the Fractional Parcel, Golf Parcel and/or Branded Residential Property, as the case may be, by and through the Non-Residential Association, with respect to such duty or obligation, and the Declarant appointed directors on the Board of Directors of the Non-Residential Association, at the written request of the Hotel Parcel Owner's (or Golf Parcel Owner's, if any) appointed directors on the Board of Directors, must and shall abstain from voting on such decision of the Board of Directors with respect to such action in this item (ii).

6.6. Fractional Parcel Owner's Rights Regarding the Non-Residential Association's Rights, Duties and Obligations with Respect to the Drainage Agreement. In the event the Non-Residential Association shall, in Fractional Parcel Owner's reasonable business judgment, fail to fully and faithfully perform its duties and obligations under the Drainage Agreement as set forth in Article 7.26 of this Master Declaration, Fractional Parcel Owner may give the Non-Residential Association written notice of such failure and the Non-Residential Association shall have thirty (30) days from the date of delivery of such written notice to cure its failure. Notwithstanding the foregoing, in the event the Non-Residential Association is diligently pursuing its duties and obligations with respect to such duties and obligations as set forth in Article 7.26 of this Master Declaration, and such duties and obligations cannot be reasonably completed within such thirty (30) day period, the Non-Residential Association shall have a reasonable amount of time to complete such duties and obligations. In the event the Non-Residential Association shall fail to cure its failure within such cure period, the Fractional Parcel Owner shall have the right, but not the obligation, (i) to bring a cause of action to seek to enforce the provisions of Article 7.26 of this Master Declaration, and obtain an injunction to cause the Non-Residential Association to fully and faithfully perform such duties and/or obligations under the Drainage Agreement referenced in the written notice, and (ii) to perform the Non-Residential Association's duties and obligations with respect to the Drainage Agreement for and on behalf of the Non-Residential Association, in which event the Non-Residential Association shall reimburse the Fractional Parcel Owner for all costs and expenses incurred by Fractional Parcel Owner for or related to such cure and performing such duties and/or obligations.

6.7. Alienation. The Non-Residential Association shall not by rule impose any fee on the transfer of any Parcel or Unit (or Fractional Interest therein) greater than an amount based on the administrative costs actually incurred by the Non-Residential Association with respect to the transfer; however, this provision shall not preclude imposition of transfer or similar fees for the benefit of the Non-Residential Association or other entities pursuant to other recorded covenants.

6.8. Gated Community Requirements.

6.8.1. Non-Residential Association Accounts.

6.8.1.(a) The Non-Residential Association shall establish and maintain separate "routine-infrastructure-maintenance accounts" for each of the Project Areas of Association Responsibility and the Residential Areas of Association Responsibility for the scheduled maintenance and unscheduled repair of the streets, gates, drainage system, including, but not limited to, stormwater detention and retention areas, sidewalks, bikepaths, traffic-control signage and other Infrastructure within the Property which are part of the Project Areas of Association Responsibility and Residential Areas of Association Responsibility, respectively. The Non-Residential Association shall deposit each year an amount of money into each routine-infrastructure maintenance account for the Project Areas of Association Responsibility and the Residential Areas of Association Responsibility to sufficiently to perform all such scheduled maintenance and unscheduled repairs during the subsequent years in accordance with the requirements of the Non-Residential Association.

6.8.1.(b) The Non-Residential Association shall establish and maintain separate "capital-repair/streets accounts" for each of the Project Areas of Association Responsibility and the Residential Areas of Association Responsibility for the resurfacing and related reconstruction of the streets in the Property which are part of the Project Areas of Association Responsibility and the Residential Areas of Association Responsibility, respectively. Such resurfacing and related repairs of such streets shall occur not less frequently than every twelve (12) years after the County's issuance of the certificate of completion for such streets, or such portion thereof, and the Non-Residential Association must deposit in each capital-repair/streets account for the Project Areas of Association Responsibility and the Residential Areas of Association Responsibility every year an amount of money sufficient for the Non-Residential Association to perform such required resurfacing and related repairs to such streets. The amount to be deposited by the Non-Residential Association in each capital-repair/streets account every year shall be estimated by the Non-Residential Association or the Master Declarant and approved by the County prior to the issuances of the certificate of completion for such streets, or portions thereof.

6.8.1.(c) The Property and certain other property is served by a master drainage system in accordance with the South Florida Water Management District Permit and such master drainage system is generally maintained by RCID. Notwithstanding the foregoing, the Non-Residential Association shall be responsible for maintaining those portions of the Surface Water Management System located within the Areas of Association Responsibility and the Non-Residential Association shall establish and maintain separate "capital-repair/drainage pond accounts" for each of the Project Areas of Association Responsibility and

the Residential Areas of Association Responsibility for the purpose of collecting and paying the share of the costs and expenses of maintaining the Surface Water Management System located in the Project Areas of Association Responsibility and Residential Areas of Association Responsibility, respectively. The methodology for determining the proportionate fair share of the Non-Residential Association's maintenance of the Surface Water Management System located within the Areas of Association Responsibility has been provided by Declarant to the Orange County Public Works Department for informational purposes. The requirements of this Article 6.8.1.(c) are in lieu of the requirements of Orange County Code of Ordinances, Section 34-291(a)(3), (b)(3) and (c)(3).

6.8.1.(d) The Non-Residential Association shall establish and maintain separate "debris removal accounts" for each of the Project Areas of Association Responsibility and the Residential Areas of Association Responsibility for the removal of debris from within each of the Project Areas of Association Responsibility and Residential Areas of Association Responsibility, respectively, in the event of a major storm occurrence. The Non-Residential Association must deposit sufficient funds to perform such debris removal functions within an adequate time period after the major storm occurrence to avoid public health or safety concerns. Notwithstanding anything herein to the contrary, prior to the initial turnover of the Infrastructure within the Common Property to the Non-Residential Association, the Declarant shall pre-fund each debris removal account in an amount reasonably estimated to cover the cost of debris removal for a single hurricane from each of the Project Areas of Association Responsibility and the Residential Areas of Association Responsibility, which amounts shall be subject to approval by the Orange County Engineer.

6.8.1.(e) Notwithstanding anything contained in this Master Declaration, any Parcel Declaration, or any Supplemental Declaration to the contrary, in no event shall any funds deposited in any of the foregoing reserve accounts: (i) applicable to the Project Areas of Association Responsibility be shifted or transferred to any reserve account applicable to the Residential Areas of Association Responsibility, or (ii) applicable to the Residential Areas of Association Responsibility be shifted or transferred to any reserve account applicable to the Project Areas of Association Responsibility.

6.8.1.(f) Notwithstanding anything contained in this Master Declaration, any Parcel Declaration, and any Supplemental Declaration, in no event shall the Hotel Parcel Owner, Fractional Parcel Owner or Golf Parcel Owner be obligated to pay or otherwise contribute any funds pursuant to this Article 6.8 for any of the foregoing reserve accounts that are established for portions of the Property not constituting the Project Areas of Association Responsibility.

6.8.2. Commencement of Obligation; Written Consent.

6.8.2.(a) The Non-Residential Association's obligation to levy and collect assessments against the Parcels and Units, including, without limitation, Parcels and Units Owned by Declarant, to fund the routine-infrastructure-maintenance accounts, capital-repair/streets accounts, capital-repair/drainage pond accounts and/or debris removal accounts contemplated herein, and the obligation of the Owner's to pay the same, shall commence as of

the date upon which the County issues its certificate of completion for the streets, drainage system, and other related infrastructure, or portions thereof, which are part of the Areas of Association Responsibility; *provided, however*, that if no plat has been recorded as of that date that the obligation for the Non-Residential Association to collect and for the Owners to pay such assessments to fund such accounts contemplated herein shall commence as of the date the plat is recorded in the Public Records of Orange County, Florida. Such assessments to fund the routine-infrastructure-maintenance accounts, capital-repair/streets accounts, capital-repair/drainage pond accounts and debris removal accounts contemplated herein shall be equitable and shall be imposed and collected in amounts sufficient to make all required deposits for each of the above require reserve accounts.

6.8.2.(b) The Non-Residential Association may expend monies from the routine-infrastructure-maintenance accounts, capital-repair/streets accounts, capital-repair/drainage pond accounts and/or debris removal accounts contemplated herein for such applicable maintenance and repair or debris removal, but only with the written consent of the Board of Directors of the Non-Residential Association. Insufficiency of monies in the required accounts shall not relieve the Non-Residential Association of any responsibility for the removal of debris, or the maintenance and repair the streets, gates, drainage system, including, but not limited to, stormwater detention and retention areas, sidewalks, bikepaths, traffic-control signage and other Infrastructure which are part of the Areas of Association Responsibility.

6.8.3. Creation of Residential Owners' Association(s). With respect to any Parcel, or portion thereof, which shall contain platted Lots, the Owner thereof must create, in accordance with Florida Law, a residential owners' association and turn over control of such residential owners' association to the residents thereof (i) no sooner than the point in time at which certificates of occupancy have been issued for seventy (70) percent of the platted Lots in the residential development, and (ii) no later than the point in time at which certificates of occupancy have been issued for ninety (90) percent of the platted Lots in the residential development. Each residential owners' association within the Property may have different turnover dates as established in the governing documents for each separate residential owners' association.

6.8.4. Gate Entry Requirements.

6.8.4.(a) All gates installed by Declarant within the Project shall be equipped with an audio (siren) override device to allow emergency access to the Property, or portion thereof behind such gate, by fire and rescue, sheriff, EMS and other emergency-response personnel. The audio-override device must be submitted to the fire and rescue department for inspection.

6.8.4.(b) All gates located on streets must include a box, labeled "Orange County," with a master-keyed padlock, and the box must contain a key, a card-key, a code, a remote-control device, or some other means by which County employees or their authorized agents may gain access to the Property, or portions thereof behind such gate. Utility providers serving the Property must have similar access, and the names of such utility providers must be on the outside of the box containing the means of access.

6.8.5. Residential Owners' Association(s) Right of Inspection. Any residential owners' association responsible for any portion of the Property may, after the first to occur of: (i) the sale of seventy-five (75%) of the residential Units within the Property to residential Owners, or (ii) the expiration of five (5) years from the date of recording of this Master Declaration in the Public Records of Orange County, Florida, obtain an inspection of the streets, sidewalks/trails, and drainage systems, including, but not limited to, the stormwater detention and retention areas, by a Florida-registered engineer with at least ten (10) years experience in subdivision construction (an "**Inspection Engineer**"), and thereafter any such residential owners' association may obtain a similar inspection on the fifth (5^{th}) anniversary of the first inspection and each five (5) years thereafter or in the event of catastrophic failure of all or a substantial portion of the streets or drainage systems located within the Property. If any such residential owners' association obtains such an inspection, such residential owners' association shall provide a copy of the Inspection Engineer's report (an "**Engineer's Report**") regarding such inspection to (i) each Owner within the Project, (ii) the Non-Residential Association, (iii) the Orange County Engineer and (iv) RCID, to each within fifteen (15) days of completion of the Engineer's Report by the Inspection Engineer; and

6.8.5.(a) Any such Engineer's Report obtained must be dated, signed and sealed by the Inspection Engineer;

6.8.5.(b) The Non-Residential Association shall pay the cost of the Engineer's Report, and the Non-Residential Association may pay such cost from the routine-infrastructure-maintenance account for the Residential Areas of Association Responsibility;

6.8.5.(c) Any needed repairs or replacements identified by the Engineer's Report must be commenced by the Non-Residential Association within ninety (90) days of the Non-Residential Association's receipt of the Engineer's Report and once commenced pursue to completion in the ordinary course subject only to exceptions for Force Majeure or unless otherwise agreed to in writing between the Non-Residential Association and such residential owners' association procuring the Engineer's Report; and

6.8.5.(d) If the Non-Residential Association fails to fulfill any of the foregoing requirements, the residential owners' association procuring such Engineer's Report and any of its members, and any and all Owners of any portion of the Property shall have the right, jointly and severally, to enforce these requirements against the Non-Residential Association. This right shall survive the turnover of each residential owners' association and allow the prevailing party, in the event of litigation arising under this Article 6.8.5., shall be entitled to reasonable attorneys' fees and costs. The venue for any such enforcement action shall be in the Ninth Judicial Circuit, Orange County, Florida.

6.8.5.(e) Indemnification of Orange County. The Non-Residential Association shall indemnify and hold the County and its officers and employees harmless from any cost of maintenance, repair, and reconstruction of, or tort liability or award of damages related to or arising in connection with, the streets, drainage system, including, but not limited to, stormwater detention and retention areas, and/or any other infrastructure in the Property which are part of the Areas of Association Responsibility and located within Orange County, Florida.

6.8.6. Residential Property Contract Requirements and Notices.

6.8.6.(a) OWNERS WITHIN THE PROPERTY SHALL NOT RECEIVE ANY DISCOUNT IN PROPERTY OR OTHER TAXES BECAUSE OF PRIVATE STREETS OR THE DRAINAGE SYSTEM.

6.8.6.(b) Each initial purchaser of a residential Unit (or Fractional Interest therein), including without limitation, any Lot, within the Property shall receive a copy of this Master Declaration, and any applicable Supplemental Declaration and Parcel Declaration, at or prior to the time the sales contract for the purchase of such Unit (or Fractional Interest therein) is executed, together with (i) the current budget(s) for the Non-Residential Association and the applicable residential owners' association, including (a) a schedule disclosing the then-existing amounts of the periodic assessments for both the applicable residential owners' association and the Non-Residential Association, and (b) a copy of the most recent year-end financial statement for the Non-Residential Association and applicable residential owners' association, or if none are then existing, a good faith estimate of the Non-Residential Association and applicable residential owners' association operating budget(s), (ii) along with a form to be signed by such initial purchaser acknowledging receipt of a copy of this Master Declaration, and any applicable Supplemental Declaration and Parcel Declaration, budget(s), financial statement or good faith estimate. The original of the form acknowledging receipt of a copy of this Master Declaration, and any applicable Supplemental Declaration and Parcel Declaration, shall be attached to the initial residential Unit (or Fractional Interest) purchaser's sales contract as an exhibit or appendix.

6.8.6.(c) No contract for the initial sale and purchase of a residential Unit (or Fractional Interest therein), including, without limitation, any Lot, within the Property for the personal or family use of the purchaser shall be effective until a "gated community cost disclosure statement" in substantially the form attached as Exhibit "Z", and included hereby by reference, has been provided to and executed by such initial purchaser.

6.8.7. Insurance. The Non-Residential Association shall procure and maintain an insurance policy insuring the Non-Residential Association, and its Members, directors, officers, committee members, employees and agents, from liability for damages relating to or arising in connection with the streets, gates, sidewalks, drainage system, including, but not limited to, stormwater detention and retention areas.

6.8.8. Non-Binding Mediation of Certain Disputes. Before a dispute arising with respect to the repair and maintenance of the streets, sidewalks and drainage systems and/or the funding of such maintenance and repair under this Article 6.8 between the Non-Residential Association and any residential owners' association, any of members of a residential owners' association, or any Owner may be filed in court, the dispute shall be subject to pre-suit mediation as set forth in this Article 6.8.8. Such pre-suit mediation shall involve a supervised negotiation process in which a trained neutral third-party certified mediator shall meet with the disputing parties to assist them in exploring possible opportunities for resolving part or all of the dispute. The mediator shall have no authority to make any decision in the dispute or to determine which party is right or wrong and shall merely act as a facilitator to ensure that each party understands

the position of the other party and that the options for reasonable settlement are explored. To initiate the mediation process, the aggrieved party shall serve written notice on the other party by certified mail, return receipt requested, detailing: (i) the specific nature of the dispute to be mediated, (ii) the authority supporting a finding of a violation as to the dispute and (iii) the applicable provisions of this Article 6.8 believed to apply to the dispute. Such written notice shall also set forth the names, addresses, telephone numbers and hourly rates for at least five (5) neutral third-party certified mediators from which the other party shall pick the mediator to mediate the dispute. The party selecting the mediator shall do so within twenty (20) days of receipt of the written demand for mediation and the selection of the mediator shall be communicated to the aggrieved party via written notice delivered by certified mail, return receipt requested, and such written notice to the aggrieved party shall also include five (5) dates and times when the selecting party is available to meet for mediation. The aggrieved party shall then ask the selected mediator to schedule a mutually convenient time and place within Orange County, Florida, for the mediation conference to be held. If an agreement is reached during mediation, the agreement shall be reduced to writing and become a binding and enforceable contract between the parties. The failure of the parties to reach an agreement shall result in the mediator declaring an impasse in the mediation, after which the aggrieved party may proceed to file a law suit on all outstanding, unsettled disputes arising with respect to the repair and maintenance of the streets, sidewalks and drainage systems and/or funding of such maintenance and repair under this Article 6.8. The parties shall equally share the costs of the pre-suit mediation (including any advance deposits), but each party shall bear its own attorneys' fees, if any.

6.8.9. Amendment. Notwithstanding anything in this Master Declaration to the contrary, this Article 6.8 shall not be amended without the prior written consent of the Board of County Commissioners of Orange County, Florida.

7. RESERVED RIGHTS AND OBLIGATIONS.

7.1. Maintenance.

7.1.1. Non-Residential Association's Maintenance Responsibility.

7.1.1.(a) Unless otherwise provided in this Master Declaration or an applicable Supplemental Declaration or Parcel Declaration, the Non-Residential Association shall have the obligation to maintain, repair and replace the Areas of Association Responsibility and Improvements and Infrastructure located thereon in accordance with the Common Property First-Class Standard.

7.1.1.(b) The Non-Residential 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 of Directors reasonably determines that such maintenance is necessary or desirable to maintain the First-Class Standard.

7.1.1.(c) Subject to an assignment or delegation to the Non-Residential Association of those particular rights reserved by Declarant under Article 7.15 or Article 7.16, the Non-Residential 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, power, lights, cable television, telephone, internet services, security services, postal services, gas, water, wastewater, reclaimed water, irrigation water, drainage, solid waste and sewer.

7.1.1.(d) Unless otherwise provided in a Supplemental Declaration, Amendment, Parcel Declaration, Approved Final Plans or plat approved by Declarant, in its sole, absolute and unfettered discretion, there are hereby reserved to the Non-Residential Association, its successors and assigns, reasonable, non-exclusive easements over the Property (but excluding any portion of the Property upon which a building exists or shall be constructed) as necessary to enable the Non-Residential Association, its successors and assigns, to fulfill its responsibilities and rights under this Article 7.1.

7.2. Declarant's Reserved Rights. Notwithstanding anything in this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration, to the contrary, in the event the Non-Residential Association fails to properly perform any of its maintenance, repair or replacement responsibilities, Declarant may, at Declarant's sole option, upon not less than thirty (30) 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 Non-Residential Association for all reasonable costs incurred and interest at the Default Rate; *provided, however*, that in the event the Non-Residential Association is diligently pursuing its duties and obligations as set forth in this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration, and such duties and obligations cannot be reasonably completed within such thirty (30) day period, the Non-Residential Association shall have a reasonable amount of time to complete such duties and obligations.

7.3. Owner's Maintenance Responsibility; Damage or Destruction.

7.3.1. It shall be the individual responsibility of each Owner, at such Owner's own cost and expense, to: (i) maintain, repair and replace all of the Improvements on such Owner's Parcel or Unit, unless such maintenance, repair and replacement obligation is otherwise specifically designated in this Master Declaration or an applicable Parcel Declaration or Supplemental Declaration as the obligation of the Non-Residential Association, a condominium, cooperative, fractional or other owner's association, and (ii) maintain, repair, replace and irrigate lawn and landscaping on such Owner's Parcel or Unit, unless such maintenance, repair and replacement obligation is otherwise specifically designated in this Master Declaration or an applicable Parcel Declaration or Supplemental Declaration as the obligation of the Non-Residential Association, a condominium, cooperative, fractional or other owner's association. Such maintenance, repair and replacement shall be in accordance with the First-Class Standard, or such more stringent standard applicable to such Owner's Parcel or Unit as provided in this Master Declaration or any applicable Supplemental Declaration, Parcel Declaration or Amendment. In the event that all or any portion of the Improvements comprising the Property or any portion thereof are damaged or destroyed by fire, termites, deliberate acts of the Owner thereof or other casualty, regardless of whether covered by insurance, the same shall be repaired, restored, replaced or rebuilt in conformity with the Approved Final Plans therefor and in accordance with all applicable standards, restrictions, and provisions of this Master Declaration (and any applicable Parcel Declaration) in effect when such Improvements were

originally constructed, and all applicable zoning, subdivision, building, and other Laws; *provided, however*, that if the cost of restoration of the Improvements damaged or destroyed, by other than the deliberate acts of the Owner thereof, exceeds eighty percent (80%) of the assessed valuation of the Improvements (as determined by the most recent ad valorem tax assessment), then the Owner thereof may elect not to rebuild in which event the Owner thereof shall remove all Improvements, including, without limitation, ruins and debris, and plant grass, re-sod and re-landscape in a manner comparable to the landscaping of surrounding areas of the Property. All such work, repair or construction shall be promptly commenced by Owner within ninety (90) days after such damage or destruction (or in the event any Governmental Permits are necessary prior to commencement of such work, repair or construction, then such work, repair or construction shall be commenced promptly, but not to exceed ninety (90) days, after receipt of such Governmental Permits), and shall be carried through diligently to conclusion. In the event any Governmental Permits are necessary prior to commencement of any such work, repair or construction, Owner shall promptly and diligently pursue such Governmental Permits. In the event that any material portion of the Improvements to a Parcel or Unit is damaged or destroyed, and the Owner thereof elects to repair, restore, replace or rebuild other than in accordance with the Approved Final Plans therefor, such work shall be treated as, and deemed to be, an Alteration, and the provisions of Article 5 (and/or the applicable Parcel Declaration) shall apply thereto. In the event the Owner fails to perform its duties hereunder within fourteen (14) days after demand in writing by the Non-Residential Association, or if such duties cannot be reasonably performed within such fourteen (14) day period, within such reasonably longer period of time provided the Owner thereof is diligently pursuing the performance thereof, the Non-Residential Association shall have the right and easement to either (i) perform such work, repair or reconstruction, or (ii) remove all Improvements, including, but not limited to, ruins and debris, and plant grass, re-sod or other landscaping material in a manner comparable to the landscaping of surrounding areas of the Property and shall have an easement to enter the Owner's Parcel or Unit for such purposes. Upon demand, the Owner of such Parcel or Unit shall reimburse all reasonable costs incurred by the Non-Residential Association in exercising its rights under this Article 7.3.1., together with interest at the Default Rate.

7.3.2. The Board of Directors 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.

7.4. Definitions and Standards. Maintenance, as used in this Article 7, shall include, without limitation, repair and replacement, as well as such other duties, which may include irrigation, as the Board of Directors may determine necessary or appropriate. All maintenance and irrigation shall be performed in a manner consistent with the First-Class Standard, or such more stringent standard, if applicable pursuant to this Master Declaration. or any applicable Supplemental Declaration, Parcel Declaration or Amendment.

7.5. Condominium and Other Associations. Any condominium, cooperative, fractional 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 Article 7.3.1 above, in a manner consistent with the

First-Class Standard and any other standard applicable to such Unit. If such owners' association fails to do so, within fourteen (14) days after demand in writing, or, if such obligation cannot be reasonably performed within such fourteen (14) day period, within such reasonably longer period of time provided the owners' association is pursuing the diligent performance thereof, the Non-Residential Association may perform such responsibilities and assess the costs and interest (at the Default Rate) against all Units within the boundaries of such owners' association's jurisdiction as provided in Article 11.9 hereof.

7.6. Easements On Common Property. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Property, for the purposes reasonably intended, subject to:

7.6.1. this Master Declaration, and any other applicable covenants, restrictions and easements, to the extent recorded prior to the date of recording of this Master Declaration in the Public Records of the County, 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;

7.6.2. any restriction or limitations contained in any deed conveying such Common Property to the Non-Residential Association;

7.6.3. the right of the Board of Directors 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;

7.6.4. the right of the Non-Residential Association, acting through the Board of Directors, 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

7.6.5. any Owner may extend his or her right of use and enjoyment to the members of his or her immediate family, lessees, and social invitees, subject to reasonable regulation as provided for in this Master Declaration. An Owner who leases or rents its Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the term of such lease.

7.7. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Parcel and Unit and any adjacent Common Property and between adjacent Parcels or Units due to the unintentional placement or settling or shifting of the Improvements constructed, reconstructed, or altered on a Parcel or 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 Non-Residential Association.

7.8. Easements for Access and Maintenance. There are hereby reserved unto Declarant, and hereby granted to the Non-Residential Association, and the assigns and designees of each (which may include, without limitation, the County, or any other Governmental Authority, and any utility), access and maintenance easements upon, across, over, and under all of the Property (but excluding any portion of the Property upon which a building exists or shall be constructed) to the extent reasonably necessary in the exercise of reasonable care for the purpose of replacing, repairing and maintaining the Improvements and Infrastructure, including, but not limited to, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, utilities, 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 Parcel or Unit, and any damage to a Parcel or Unit or the Improvements thereon resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the party exercising the easement. Unless there is no other reasonable way, this easement shall not entitle the holders to utilize a Parcel or Unit owned by Declarant or Owner for installation or construction purposes. The exercise of this easement shall not unreasonably interfere with the use of any Parcel or Unit and, except in an emergency, entry onto any Parcel or Unit shall be made only after notice to the Owner or occupant.

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

7.9.1. Declarant reserves for itself and its successors, assigns and designees, and grants to the Non-Residential Association, and RCID, the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Property or adjacent to the Property to: (a) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the Property or property owned by Declarant or Declarant's Affiliates adjacent to the Property; (b) construct, maintain, and repair any bulkhead, wall, dike, dam, or other structures 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. This easement may be limited by any applicable Supplemental Declaration, Parcel Declaration, Final Plans or plat recorded or approved by Declarant in its sole, absolute and unfettered discretion.

7.9.2. There is further reserved herein for the benefit of Declarant, its successors, assigns and designees, and granted to the Non-Residential Association for itself and its successors, assigns and designees (which may include, without limitation, RCID, the County, or any other Governmental Authority), a perpetual, nonexclusive right and easement of access and encroachment over the Property (but excluding any portion of the Property upon which a building exists or shall be constructed) adjacent to lake beds, ponds, and streams within the Property in order: (a) to temporarily flood and back water upon and maintain water over such portions of the Property to the original design limits of such lakes, ponds and streams owned or maintained by any of the foregoing; (b) to fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the lakes, ponds, streams, and wetlands within the Property; (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 Article 7.9.2. Except in the case of an emergency, all persons and entities entitled to exercise these easements shall provide prior written notice to the Owner(s) of that portion of the Property upon which the easement will be exercised no less than ten (10) days before exercising such easements. All persons and entities entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Flooding of the lakes, ponds, streams, canals and wetlands may occur at any time due to hurricanes, heavy rainfall, or other natural disasters, and nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from such flooding. This easement may be limited by any applicable Supplemental Declaration, Parcel Declaration, Final Plans or plat recorded or approved by Declarant in its sole, absolute and unfettered discretion.

7.10. Easements to Serve the WALT DISNEY WORLD® Resort Complex. Declarant hereby reserves for itself and its duly authorized agents, representatives, successors, successors-in-title, assigns, licensees, Affiliates and mortgagees, a perpetual nonexclusive easement over the Property (but excluding any portion of the Property upon which a building exists or shall be constructed) for the purposes of enjoyment, use, access, and development of the WALT DISNEY WORLD® Resort Complex, whether or not such WALT DISNEY WORLD® Resort Complex, or portions thereof, are made subject to this Master Declaration. Declarant 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 Non-Residential Association to share the cost of maintenance of any private roadway and related Infrastructure serving such properties.

7.11. Easements for Golf Courses.

7.11.1. Declarant hereby reserves for itself and its successors, assigns and designees and grants to the Golf Parcel Owner and its successors and assigns easements as set forth in this Article 7.11.1. over the Property for the use and enjoyment of the Golf Course Facility and, if reasonably consented to by the Golf Parcel Owner, any golf courses which may be located on the Property, including, but not limited to, the Golf Parcel, or adjacent to the Property (the "**Golf Course Easements**"). The Golf Course Easements shall consist of easements for 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 Property and for golfers at reasonable times and in a reasonable manner to come upon the Property or the exterior portions of the Improvements on a Parcel or Unit to retrieve errant golf balls. If any Parcel or Unit or portion of the Property is fenced or walled, the golfer shall seek the Owner's permission before entry.

7.11.2. The existence of the Golf Course Easement shall relieve golfers of personal liability for damage, injury or death caused by errant golf balls. Under no circumstances shall any of the following persons or entities be held liable for any damage, injury or death resulting from errant golf balls or the exercise of this easement: Declarant; Declarant's Affiliates;

the Non-Residential Association and its Members (in their capacity as such); the owner and manager of such golf course, including, but not limited to, Golf Parcel Owner; and any successor or assigns to any of the foregoing; and any officer, director, member, partner, employee, agent, representative and affiliates of any of the foregoing.

7.11.3. The owner and manager of any golf course located on the Property or adjacent to 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 Property reasonably adjacent to the golf course as is reasonably necessary to the use, operation, maintenance, repair and replacement of such golf course.

7.11.4. The Property immediately adjacent to any golf course is hereby burdened with a perpetual, non-exclusive easement in favor of the owner and manager of such golf course for overspray of irrigation quality water, herbicides and pesticides emanating from the golf course. Under no circumstances shall any of the following persons or entities be held liable for any damage, injury or death resulting from such overspray or the exercise of this easement: Declarant; Declarant's Affiliates; the Non-Residential Association and its Members (in their capacity as such); the owner and manager of such golf course, including, but not limited to, Golf Parcel Owner; and any successor or assigns to any of the foregoing; and any officer, director, member, partner, employee, agent, representative and affiliates of any of the foregoing.

7.11.5. The owners and managers of any golf course on or adjacent to the Property and the owner and manager of any golf course located on the Property, including, but not limited to the Golf Parcel Owner, 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 (excluding pools) 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.

7.11.6. Each Owner, by accepting title to a Parcel or 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; Declarant's Affiliates; the Non-Residential Association and its Members (in their capacity as such); the owner and manager of such golf course, including, but not limited to, Golf Parcel Owner; and any successor or assigns to any of the foregoing; and any officer, director, member, partner, employee, agent, representative and affiliates of any of the foregoing.

7.12. Easement for Maintenance, Emergency and Enforcement.

7.12.1. Declarant, the Non-Residential Association, and their respective designees shall have the right, but not the obligation, to enter upon the exterior of any Parcel or Unit, including the exterior walls of all Improvements on any Parcel or Unit, for emergency, security, or safety reasons, to perform maintenance pursuant to Article 7.1. hereof, and to inspect for the purpose of ensuring compliance with the Governing Documents or any permits, licenses or other instruments and Laws that may be applicable to the Property from time to time, which right may be exercised by Declarant, the Non-Residential Association, and their respective

successors, assigns and designees, and their respective designees, and the respective officers, agents, members, employees, and managers thereof, and by all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. This Article 7.12.1. shall not grant Declarant, the Non-Residential Association, or their designees, 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. Declarant, the Non-Residential Association, or their designees, their successors, assigns and designees, and their respective directors, officers, members, partners, 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 Article 7.12.1., unless such damage or other liability arises from the willful misconduct of such party.

7.12.2. 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 of 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 the time period set forth in the Board of Directors' notice to the Owner. Such time period shall be determined by the Board of Directors in its sole, absolute and unfettered discretion.

7.13. Conservation Easement. Except as may be approved from time to time by the SFWMD in an applicable permit, the following activities and any other activities that are specifically set forth in any applicable SFWMD permit, are prohibited on or in any property which is (i) now or hereafter subject to the provisions of this Master Declaration and (ii) now or hereinafter subject to any conservation easement described in any recorded plat relating to such property, or other recorded documents:

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

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

7.13.3. 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 SFWMD or except as approved by the SFWMD in an applicable development or vegetation removal permit.

7.13.4. The excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface, except as approved by the SFWMD in an applicable development or dredging permit.

7.13.5. The surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition.

7.13.6. 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.

7.13.7. Any acts or uses detrimental to such aforementioned retention of land or water areas.

7.13.8. Acts or uses within the SFWMD's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the property having historical or archaeological significance.

Declarant shall have the right to unilaterally amend this Article 7.13 without the consent of the Non-Residential Association or any Owner, mortgagee, lender or other person or entity, if required or requested by the SFWMD as part of obtaining SFWMD's approvals concerning areas within SFWMD's regulatory jurisdiction; *provided, however*, that in no event shall any such amendment materially and adversely interfere with the Permitted Use of any portion of the Property not subject to a conservation easement.

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

7.14.1. 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 any 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 and to be constructed stormwater drainage facilities, which shall include without limitation, underground drainage pipes, generally, and a pipe from the Fractional Parcel to that certain pond described as Pond 8 on Exhibit "Y-1" in a location to be approved by Declarant as part of the Plans for the Improvements to be constructed on the Fractional Parcel, specifically, and to divert stormwater runoff from each Parcel and 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, canals or other retention or detention facilities within or outside the Property in accordance with the Surface Water Management Permits. The foregoing easements shall be subject to the provisions of the Interlocal Agreement and any and all other 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 may convey any portion of the Surface Water Management System that it owns to the Non-Residential Association.

7.14.2. Notwithstanding anything to the contrary contained in this Master Declaration, or any Supplemental Declaration or Parcel 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 or the Non-Residential Association to the SFWMD for a determination of whether the amendment necessitates a modification of the Surface Water Management Permits recorded in the Public Records of the County, and attached hereto as Exhibit "X". The SFWMD shall have the right to take enforcement action, including a civil action for an injunction and penalties, against the Non-Residential Association, or such other

entity approved by the SFWMD and to which the Non-Residential Association has conveyed and/or assigned its obligations regarding the Surface Water Management System, to compel the Non-Residential Association or such other entity to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of the Non-Residential Association or such other entity. The Owner of any Parcel upon which any pond, canal or other retention or detention facilities comprising a portion of the Surface Water Management System are located (excluding any of the foregoing under the control of RCID) shall own the water within such pond, canal or other retention or detention facilities.

7.15. Reservation of Exclusive Easement for Telecommunications and Related Services. Notwithstanding anything to the contrary contained in this Master Declaration and provided that this Article 7.15 shall not apply to the Hotel Parcel, Fractional Parcel or Golf Parcel, Declarant hereby reserves to itself, its successors or assigns, the following perpetual exclusive easements in, under, along and across the Property (but excluding any portion of the Property upon which a building exists or shall be constructed) as covenants running with the Property for the benefit of the Declarant to provide for (a) installation, service, repair and maintenance of equipment and lines to provide telecommunication and other high tech services, including but not limited to, telephone, cable television, internet and other data transmission services; and (b) reasonable rights of ingress and egress on, along and across the Parcels and Units, for such persons, contractors or other designees of Declarant, its successors and assigns for the purposes set forth in (a) above. Declarant hereby reserves and retains for the benefit of Declarant, its successors or assigns, the exclusive right to enter into long term contracts with providers of such telecommunication and other high tech services, including, without limitation hereby, telephone, cable television, internet, fiber optic related communications, and data transmission services as Declarant, its successors or assigns, may elect and upon such terms and conditions as Declarant, its successors or assigns, deems appropriate in its sole, absolute and unfettered discretion; notwithstanding anything to the contrary contained in this Master Declaration, to the extent the same shall not conflict with or violate any applicable law or any existing contract or agreement, any provider of such telecommunications and other high tech services that Declarant, its successors or assigns, enters into such an agreement with, if desired by Declarant, shall be the exclusive and only third party provider of the telecommunications services within the Property that are the subject of such agreement. This exclusivity to the third party provider shall be of no force and effect and inapplicable to the particular service, if there is a default by such provider under the agreement which allows Declarant, its successors or assigns, to terminate such agreement or if such agreement has been terminated due to a default. The Declarant, its successors or assigns, shall be entitled to compensation for allowing the third party provider use and access of its reserved easements hereunder.

7.16. Reservation of Exclusive Easement for Electric, Sewer, Waste Water and Domestic and Potable Water Services. Notwithstanding anything to the contrary contained in this Master Declaration, Declarant hereby reserves to itself, its successors or assigns, the following perpetual exclusive easements in, under, along and across the Property (but excluding any portion of the Property upon which a building exists or shall be constructed), as covenants running with the Property for the benefit of the Declarant to provide for (a) installation, service, repair and maintenance of equipment and lines to provide electric, sewer, waste water and

domestic and potable water services; and (b) reasonable rights of ingress and egress on, along and across the Parcels and Units, for such persons, contractors or other designees of Declarant, its successors and assigns for the purposes set forth in (a) above. Declarant hereby reserves and retains for the benefit of Declarant, its successors or assigns, which may include, without limitation, the Non-Residential Association, the exclusive right to enter into long term contracts with providers of such electric, sewer, waste water and domestic and potable water services, as Declarant, its successors or assigns, may elect and upon such terms and conditions as Declarant, its successors or assigns, deems appropriate in its reasonable business judgment and, provided, that such contracts shall be commercially reasonable; notwithstanding anything to the contrary contained in this Master Declaration, to the extent the same shall not conflict with or violate any applicable law or any existing contract or agreement, any provider of such electric, sewer, waste water and domestic and potable water services that Declarant, its successors or assigns, enters into such an agreement with, if desired by Declarant, shall be the exclusive and only third party provider of the electric, sewer, waste water and domestic and potable water services within the Property that are the subject of such agreement. This exclusivity to the third party provider shall be of no force and effect and inapplicable to the particular service, if there is a default by such provider under the agreement which allows Declarant, its successors or assigns, to terminate such agreement or if such agreement has been terminated due to a default. The Declarant, its successors or assigns, shall be entitled to compensation for allowing the third party provider use and access of its reserved easements hereunder, unless the payment of such compensation results in terms and conditions, including, cost, with such third party provider that are not commercially reasonable.

7.17. Easement for Special Events. Declarant hereby reserves for itself, its successors, assigns and designees, a perpetual, non-exclusive easement over the Common Property for the purpose of conducting golf tournaments, running, biking or other sporting events, educational, cultural, artistic, musical and entertainment activities, seasonal and holiday events and parties, sales promotions, open houses, home tours, including, but not limited to, any home parade or street tours, TV commercial or programming film crews, and activities of general community interest as determined by Declarant in its reasonable business judgment, at such locations and times as Declarant, in its sole reasonable business judgment, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Parcel or Unit, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Parcel or Unit to take no action, legal or otherwise, which would interfere with the exercise of such easement.

7.18. Utility and Services Easements. Except with respect to the exclusive easements in Article 7.15 and Article 7.16, Declarant hereby reserves for itself, its successors, assigns and designees, a perpetual, non-exclusive easement over the Property (but excluding any portion of the Property upon which a building exists or shall be constructed) for the installation, construction, service, repair, maintenance and replacement of the equipment and lines required to provide utility services to the Property or any portion thereof, including, but not limited to, power, lights, gas, water, wastewater, reclaimed water, irrigation water, drainage, and sewer.

7.19. Easements for Vehicular Traffic. Declarant hereby reserves, grants, and covenants for itself and all Owners, their family members, guests, invitees and lessees, Institutional Mortgagees of the Property (or portions thereof), and to the Non-Residential Association, that all of the foregoing shall have a perpetual non-exclusive easement for vehicular traffic over (i) all streets dedicated to the public use, if any (as well as alcoves, cul-de-sacs, and other private, paved areas abutting or serving the same), and (ii) any private streets, drives, roads and/or roadways (as well as alcoves, cul-de-sacs, and other property areas abutting or serving the same) within or upon the Property that are owned or maintained by the Non-Residential Association, including, but not limited to, the roadway(s) located on the Access Road Parcel; *provided, however*, that the foregoing easement shall not entitle any Owner (other than Declarant) to have vehicular access over any portion of the Property to which vehicular access is gated off, unless, except, and to the extent that vehicular access to such Owner's Parcel or Unit is through such gate.

7.20. Party Walls and Other Shared Structures.

7.20.1. Party Structures. Each wall, fence, driveway or similar structure built as a part of the original construction on the Improvements on the Property, 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, or any applicable Supplemental Declaration or Parcel 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.

7.20.2. Party Structure Maintenance and Restoration. All Owners who make use of any party structure shall share equally the cost of reasonable repair and maintenance of such structure. 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.

7.20.3. Right to Contribution Runs With Land. The right of an Owner to contribution from any other Owner under this Article 7.20 runs with the land and shall pass to such Owner's successors in title.

7.20.4. Disputes. Any dispute concerning a party structure shall be subject to the enforcement provisions set forth in Article 14.

7.21. Changes in Boundaries and Withdrawal of Property from the Common Property. During Declarant's Control Period, Declarant may at any time immaterially change or realign the boundaries of the Common Property with any Parcels or 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 of the Common Property or withdrawal of the Common Property shall directly, materially and adversely affect any Parcel or Unit, or materially and adversely affect access or

drainage to or from any Parcel or 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 Parcel or 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 Supplemental Declaration in the Public Records of the County, 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, in which case such easement shall continue. 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 Exhibit "B", or is subsequently designated as such by the Developer or Owner pursuant to a Supplemental 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 Non-Residential Association shall be withdrawn from the Common Property pursuant to this Article 7.21, upon Declarant's written request the Non-Residential 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. In addition to the foregoing, in the event fee simple title to Tract A, C, PP or YY of GOLDEN OAK PHASES 1A & 1E, according to the plat thereof, recorded in Plat Book 74, Pages 142 through 148, inclusive, of the Public Records of Orange County, Florida, or any portion of such real property, is ever conveyed by the Non-Residential Association to any third party, such conveyed real property shall be deemed to be and shall automatically become a part of the Additional Southeast Property and shall thereafter be subject to the terms and conditions of this Master Declaration that are applicable to the Additional Southeast Property. In addition to the foregoing, in the event fee simple title to (i) Tract G or H of GOLDEN OAK PHASES 1A & 1E, according to the plat thereof, recorded in Plat Book 74, Pages 142 through 148, inclusive, of the Public Records of Orange County, Florida, or any portion of such real property, or (ii) any portion of the real property depicted and described on Exhibit "A" – Parcel 6 of this Master Declaration (less and except the Golf Access Road Property), is ever conveyed by the Non-Residential Association to any third party, such conveyed real property shall be deemed to be and shall automatically become a part of the Additional Southwest Property and shall thereafter be subject to the terms and conditions of this Master Declaration that are applicable to the Additional Southwest Property.

7.22. Enhancement of Safety. THE NON-RESIDENTIAL ASSOCIATION AND/OR DECLARANT MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED TO ENHANCE THE SAFETY OF THE PROPERTY. NONE OF THE NON-RESIDENTIAL ASSOCIATION, THE MEMBERS OR DECLARANT OR ANY OF THEIR RESPECTIVE AFFILIATES OR MANAGERS, OR ANY SUCCESSOR OF ASSIGNS OF THE SAME, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO

REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, ENTRY OR SECURITY GATE OR OTHER SECURITY OR MONITORING SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS, SECURITY AND/OR MONITORING MEASURES UNDERTAKEN WILL PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM AND/OR MEASURE IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS, COVENANTS AND AGREES TO INFORM ITS TENANTS THAT THE NON-RESIDENTIAL ASSOCIATION, ITS MEMBERS, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, DECLARANT'S AFFILIATES, AND ANY SUCCESSOR, ASSIGNEE OR DESIGNEE, OF THE SAME, ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS, DAMAGE, DESTRUCTION, INJURY, AND DEATH TO PERSONS, UNITS, OTHER IMPROVEMENTS AND THE CONTENTS OF UNITS AND OTHER IMPROVEMENTS RESULTING FROM ACTS OF THIRD PARTIES.

7.23. Review and Approval of Parcel Declarations and Other Encumbrances. Declarant reserves the right to review and approve any and all Parcel Declarations, easement agreements, grants of right of way and any other documents, excluding mortgages, UCCs and other financing instruments, intended to encumber any portion of the Property. Any such instrument shall be in a form acceptable to Declarant and subject to Declarant's prior review and approval, which approval may be withheld or conditioned in Declarant's sole, absolute and unfettered discretion, and shall require Declarant's written joinder and consent prior to recordation in the Public Records of the County to be effective.

7.24. Hurricane Shutters. Declarant or the ACB may, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles, and materials for hurricane shutters. Subject to the provisions of this Article 7.24, Declarant or the ACB, as applicable, may approve the installation or replacement of hurricane shutters conforming with Declarant's or the ACB's specifications. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. An Owner or occupant (other than an Owner or an occupant of a Unit that is subject to the jurisdiction of a fractional owners' association) who plans to be absent during all or any portion of the hurricane season must prepare their Unit prior to his or her departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnish the Non-Residential Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Non-Residential Association in its sole, absolute and unfettered discretion; *provided, however*, that Four Seasons, the Hotel Parcel Owner and their respective Affiliates are hereby so approved. With respect to any Unit that is subject to the jurisdiction of a fractional owners' association, such fractional owners' association shall be responsible for preparing the Units subject to such fractional owners' association in the event a hurricane threatens such Units and for caring for such Units should such Units suffer damage. Such fractional owners' association may designate a responsible firm to prepare and care for the Units subject to the jurisdiction of such fractional owners' association, and the name of such firm, if any, shall be furnished to the Non-Residential Association, and such firm shall be

subject to the approval of the Non-Residential Association in its sole, absolute and unfettered discretion; *provided, however*, that Four Seasons, the Hotel Parcel Owner and their respective Affiliates are hereby so approved. Notwithstanding and in addition to the foregoing, Declarant and/or the Non-Residential Association shall have an easement and a reasonable right of entry upon any Parcel or Lot to open any hurricane shutters, or remove or take down any wood or other exterior covering placed on a Unit to protect such Unit from a hurricane that remain on a Unit five (5) days after the threat of a hurricane has ended.

7.25. Minimize Disruption. Notwithstanding anything contained in this Master Declaration, the benefited party of any easement set forth in Articles 7.8, 7.9, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17 and 7.18 above shall use commercially reasonable efforts to minimize the impact from its use of any such easement on the operations of the Property, or portions thereof, which such easement burdens.

7.26. Drainage Agreement. The Non-Residential Association shall have the express obligation to perform all of the Non-Residential Association's duties and obligations pursuant to the Drainage Agreement.

8. INSURANCE AND CASUALTY LOSSES.

8.1. Insurance.

8.1.1. The Non-Residential Association's Board of Directors shall have the authority to obtain insurance for insurable Improvements on any Areas of Association Responsibility (and on any Parcel, Unit or portion thereof that the Non-Residential Association is required to maintain), against loss or damage by fire, windstorm or other hazards, including extended coverage, vandalism, and malicious mischief, and to obtain public liability and commercial general liability insurance policies covering the Non-Residential Association, the Board of Directors and its Members, or agents, for damage or injury caused by the negligence of the Non-Residential Association, the Board of Directors 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 of Directors. The Non-Residential Association shall maintain the insurance required in Article 6.8.7. Any insurance obtained shall include such coverages, contain such deductibles, and be in such limits as shall be reasonably determined by the Board of Directors. The Non-Residential Association shall also have the discretion to reasonably self-insure against any risk by maintaining a reasonable reserve. Premiums for insurance shall be included as part of the O&M Costs of the Non-Residential Association.

8.1.2. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Non-Residential Association, as trustee for the respective benefited persons and/or entities. Exclusive authority to adjust losses under policies in force on the Common Property and Areas of Association Responsibility and obtained by the Non-Residential Association shall be vested in the Non-Residential Association's Board of Directors; *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 Non-Residential Association shall create a reasonable reserve fund for payment of any insurance deductibles.

8.1.3. It shall be the individual responsibility of each Owner, at its own cost and expense, to provide (i) one hundred percent (100%) replacement cost (subject to a reasonable deductible) insurance with respect to all Improvements on the portion of the Property owned by such Owner, with policy types and minimum coverage requirements against loss or damage by fire, flood or other hazards, including extended coverage, vandalism, and malicious mischief, as dictated by the Board of Directors, and (ii) windstorm insurance in such amounts as are customarily maintained in accordance with commercially reasonable standards based on all factors; *provided, however*, except as otherwise provided in any Parcel Declaration or Supplemental Declaration, that the foregoing shall not (and shall not be deemed to) create any obligation for an Owner to obtain terrorism risk insurance. Each Owner shall provide the Non-Residential Association with a certificate of insurance within thirty (30) days after becoming an Owner. Prior to the expiration date of each policy required, Owner shall renew each policy and pay the renewal premiums for such policy and shall deliver to the Non-Residential Association a certificate of insurance. Notwithstanding the foregoing, if the Non-Residential Association requests in writing, Owner shall provide the Non-Residential Association with a copy of the original policy evidencing compliance with this Article 8.1.3 within ten (10) days of the Non-Residential Association's request. Notwithstanding the foregoing insurance requirements, upon an Owner's written request to the Board of Directors along with written evidence certified by a certified public accountant that such Owner's (or its self-insuring Affiliate's) net worth is in excess of ten times (10x) the estimated cost to rebuild the Improvements on that portion of the Property owned by such Owner, the Non-Residential Association, in its reasonable business judgment, shall have the ability, but not the obligation, to waive such insurance requirements and allow such Owner to self insure the Improvements on that portion of the Property owned by such Owner. The Non-Residential Association's decision to allow an Owner to self insure shall be subject to re-evaluation from time to time in the reasonable business judgment of the Non-Residential Association and in the event of any such re-evaluation such Owner shall be required to deliver to the Non-Residential Association current and up-to-date evidence of the net worth requirement above certified by a certified public accountant. In the event of damage or destruction by fire or other casualty to any of the Property, or the Improvements thereon, the Owner thereof must, pursuant to Article 7.3.1., 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 the surrounding Property. 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 in effect when the Improvements were originally constructed and all applicable zoning, subdivision, building, and other governmental regulations. Subject to obtaining all necessary Governmental Permits, 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 all necessary permits and approvals have been issued or otherwise granted, and such work, repair or construction has not commenced or if such work is not diligently completed within a reasonable period of time, the Non-Residential Association shall have the right and easement to make the election set forth in Article 7.3.1. 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 Non-Residential Association to the Owner of such portion of the Property demanding such Owner make the election set forth in Article 7.3.1. 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. Upon demand, the Owner shall reimburse all reasonable costs incurred by any of the foregoing entities in exercising its rights under this Article 8, together with interest at the maximum rate then allowed by law.

9. CONTROL OF DEVELOPMENT.

9.1. No Rights Regarding the Property.

9.1.1. Nothing in this Master Declaration, or any Supplemental Declaration or Parcel Declaration, is intended or shall be deemed or construed to grant to or confer upon any Owner any rights whatsoever in respect of the development of Declarant's or Declarant's Affiliate's surrounding property; including, but not limited to, the WALT DISNEY WORLD® Resort Complex.

9.1.2. Except as may be expressly provided in this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration, no Owner of any interest in the Property, or such Owner's licensees, invitees, or guests, shall have the right to use any amenities located on the Property merely by virtue of their ownership of such portion of the Property.

9.2. Discontinuation of Development. Declarant and/or Declarant's Affiliates shall have the right to discontinue development (but not any construction of vertical Improvements or hardscape that has already been commenced) of all or any portion of the Project and/or the Property owned by Declarant or Declarant's Affiliates, and/or to change the present plans for the type, scope and timing of development of all or any portion of such Project and/or Property owned by Declarant or Declarant's Affiliates, for whatever reasons Declarant and/or Declarant's Affiliates deem appropriate; *provided, however*, that any such change, modification or supplement that would reduce the First-Class Standard or Permitted Use of the Property, or any portion thereof, shall be subject to Hotel Parcel Owner's prior written approval, in its sole, absolute and unfettered discretion.

9.3. Exclusivity.

9.3.1. Prohibited Activities. In accordance with Article 1.3, as hereinafter provided in this Article 9.3 and as provided in Article 2.163.8 above, but subject to the express terms and conditions of any Parcel Declaration, Declarant and Declarant's Affiliates shall have, and hereby expressly retain and reserve, the exclusive right to have:

9.3.1.(a) The Disney Attraction or Entertainment Facilities be the only Attraction or Entertainment Facilities advertised, promoted, publicized or marketed on or from, or otherwise identified or associated with the Property or any portion thereof;

9.3.1.(b) At any time that Declarant or any of Declarant's Affiliates own, operate, control or license a Disney Cruise Ship, the Disney Cruise Ships be the only Cruise Ships advertised, promoted, publicized or marketed on or from, or otherwise identified or associated with the Property or any portion thereof; and

9.3.1.(c) The Vacation Plans owned, managed, operated or controlled by Declarant or any of Declarant's Affiliates be the only Vacation Plans advertised, promoted, publicized or marketed on or from, or otherwise identified or associated with the Property or any portion thereof.

9.3.2. Identifying Symbols. The Identifying Symbols associated with the Property or any portion thereof, shall not be used for or in connection with, referred to in, or otherwise identified or associated with, any promotion, affiliation, participation, sponsorship, joint marketing or joint advertising with, identifying or associated with: (a) any Gambling Venue (provided that this restriction shall only apply at such times as Declarant or Declarant's Affiliates prohibit or restrict Gambling Venues at the Disney Attraction or Entertainment Facilities), except as expressly provided in Article 2.163.19; (b) any Attraction or Entertainment Facility or Vacation Plan, other than, with Declarant's approval, Disney Attraction or Entertainment Facilities or Vacation Plans owned, managed, operated or controlled by Declarant or one or more of Declaration's Affiliates; or (c) any Cruise Ship other than, with Declarant's approval, Disney Cruise Ships (provided that this restriction shall only apply at such times as Declarant or any of Declarant's Affiliates own, operate, control or license a Disney Cruise Ship).

9.3.3. Project Name. Declarant reserves the right to approve, which approval shall not be unreasonably withheld, conditioned or delayed, any and all Identifying Symbols from time to time selected as the name of or the mark associated with the Property, or any portion thereof.

9.3.3.(a) Notwithstanding the preceding sentence, Hotel Parcel Owner, Fractional Parcel Owner, Golf Parcel Owner and the Owner of the Branded Residential Property shall not be prohibited by this Master Declaration from using the "Four Seasons" name, mark and logo.

9.3.3.(b) No Identifying Symbols (other than those permitted hereunder or previously approved by Declarant in a Supplemental Declaration, Parcel Declaration or otherwise) associated with any Parcel shall, at any time, without the prior written consent of Declarant: (i) use or contain the then current Identifying Symbols from time to time associated with Project; or (ii) use or contain or be comprised of any of the Identifying Symbols from time to time associated or identified with any Attraction or Entertainment Facility Entity, or any variation or derivative thereof.

9.3.4. Limitation of Rights. The ownership of or the acquisition of an interest, including, without limitation, a fee or leasehold interest, in the Property, or a portion thereof, shall not, except as otherwise expressly provided for in this Article 9.3.4. below, confer any rights whatsoever upon any Owner, tenant or occupant of the Property, or any portion thereof with respect to the Identifying Symbols associated with the Property or any portion thereof. Each Owner, by taking title to the Property, or any portion thereof, agrees that it shall not:

9.3.4.(a) Use the WALT DISNEY WORLD® mark or name, or as part of the address, or symbol, either alone or in conjunction with, or as a part of, any other word, mark, name, title, or symbol or as a part of the names and/or titles of the Property, or any portion

thereof, or any of the improvements located thereon or comprising a portion thereof, or for any other purpose.

9.3.4.(b) Use the words, names, marks, title or symbols "Disney," "Walt Disney," "Walter E. Disney," or any other word, name, mark, title, symbol or other Identifying Symbol from time to time associated or identified with the Project and/or Declarant's or its Affiliate's property, or any of the Identifying Symbols identified or associated with Declarant or any of Declarant's Affiliates or any variation or derivative of any of the same thereof, either alone or in conjunction with, or as a part of, any other word, name, mark, title or symbol.

9.3.4.(c) Use any of the fanciful characters (such as Mickey Mouse), designs, symbols, representations, figures, drawings, ideas or other intellectual property owned, developed or created by Declarant or any of Declarant's Affiliates in any manner whatsoever.

9.3.4.(d) Sell or distribute any literature, merchandise, souvenirs or other items which refer to or depict (1) the WALT DISNEY WORLD® Resort Complex, (2) any other property, real or personal, owned, operated or managed by Declarant or any of Declarant's Affiliates, or (3) the WALT DISNEY WORLD® mark, name or symbol.

9.3.4.(e) Use, reproduce, sell, distribute, display or exploit the WALT DISNEY WORLD® mark, name or symbol or the copyrighted works of The Walt Disney Company, Disney Enterprises, Inc., Declarant or any of Declarant's Affiliates.

It is expressly *provided, however*, that nothing contained in this Article 9.3. shall: (i) prohibit any of the aforesaid uses and/or activities by any person or entity which shall have otherwise obtained rights to engage in such uses and/or activities pursuant to a separate license or other written authorization; or (ii) prevent any Owner, tenant or occupant of the Property or portion thereof from referring to the fact of the physical location of the Property or any portion thereof as being in the vicinity of the WALT DISNEY WORLD® Resort Complex or being located within the Project or as otherwise expressly permitted by law.

9.3.5. Declarant's Project Name. Declarant reserves the right to change any or all of the Declarant's Identifying Symbols associated with the Project or any portion thereof from time to time in Declarant's sole, absolute and unfettered discretion.

9.3.6. Right to Terminate. Declarant shall have the right, in its sole, absolute and unfettered discretion, to terminate some or all of the provisions of this Article 9.3 by unilaterally recording notice of same in the public records of the County.

10. GENERAL CONSTRUCTION REQUIREMENTS.

The following requirements shall apply to all construction activities performed on or to the Property or any portion thereof:

10.1.1. Construction Rules and Regulations. All Work on the Property, or any portion thereof, shall be performed in a good and workmanlike manner, and in accordance with the provisions of this Master Declaration, and any applicable Supplemental Declaration and Parcel Declaration, and all applicable Laws and Governing Documents. Each Owner and all of such Owner's contractors, subcontractors, laborers and suppliers, and, to the extent Declarant is responsible for doing any Work, Declarant and all Declarant's contractors, laborers and suppliers, shall comply with the General Rules for Builders and Trade Contractors, which are attached hereto as Exhibit "W" and incorporated herein by reference, as may be amended from time to time in Declarant's reasonable business judgment. All Work within or affecting any portion of the Property shall comply with the Governing Documents. Declarant and the Non-Residential Association shall not be liable to any Owner for any violation of any such rules and/or regulations by any other Owner or any other person or entity other than Declarant or the Non-Residential Association or any of their agents and employees. An Owner shall not be liable to Declarant or the Non-Residential Association for any violation of any such rules and/or regulations by any other person or entity other than such Owner or its agents, employees, contractors or subcontractors.

10.1.2. Coordination. Each Owner and Declarant shall coordinate their respective construction or other activities on the Property, or portion thereof, so as not to materially interfere with the construction activities of the other, so as not to materially impair the ability of the other to complete its construction obligations in a timely manner, so as not to materially interfere with Declarant's or Declarant's Affiliates construction activities on the WALT DISNEY WORLD® Resort Complex property, and so as not to materially impair the ability of Declarant or Declarant's Affiliates to complete its construction on the WALT DISNEY WORLD® Resort Complex property in a timely manner.

10.1.3. Ingress and Egress Easements.

10.1.3.(a) Until such time as a permanent access road constituting Common Property is completed which provides access to the Parcel, Declarant shall provide Parcel Owners, and such Owner's contractors and agents, temporary pre-construction and construction access to such Owner's Parcel over the Property owned by Declarant by executing and delivering to such Owner a non-exclusive temporary access easement agreement.

10.1.3.(b) Declarant shall construct, maintain and operate any necessary ways of ingress and egress at its sole cost and expense.

10.1.3.(c) At such time as Declarant is obligated to execute and deliver any such non-exclusive temporary access easement agreement, Declarant shall be the fee simple owner of the area subject to the easement described therein, and the grant of such easement shall be free and clear of any and all liens and other encumbrances that would interfere in any material respect with the easement rights granted in the non-exclusive temporary access easement agreement.

10.1.3.(d) During the term of any non-exclusive temporary access easement agreement, the easement rights granted therein shall be subject to any reasonable rules

and regulations regarding the use of the easement area as may be adopted by Declarant from time to time in its reasonable business judgment.

10.1.4. Minimize Interference. At all times during the performance of any Work (including, without limitation, pre-construction activities such as clearing, grubbing, fencing and grading), the Owners shall not take any action which unreasonably interferes with other construction activities on Declarant's Property, the WALT DISNEY WORLD® Resort Complex property, or any other Owner's Property.

10.1.5. General Contractor. The general contractor selected by each Owner for the construction of any Improvements or Alterations on, to or affecting the Property or any portion thereof shall be a reputable general contractor licensed by the State of Florida with substantial experience in the construction of improvements similar to those to be constructed by such general contractor on, to or affecting the Property or any portion thereof.

10.1.6. Removal of Trash. Declarant and each Owner shall each be responsible, on a daily basis, for removing all trash which may accumulate in connection with any Work or other activities on the Property or any portion thereof for which such party is responsible.

10.1.7. Food Vending. No mobile or temporary food or beverage service vehicles, trailers or carts shall be permitted on the Property; *provided, however*, that (i) during the initial construction of the Improvements constituting the Hotel on the Hotel Development Property, mobile and temporary food and beverage service shall be permitted on the Hotel Development Property, and access for such service(s) to and from the boundary line of the Property and the Hotel Development Property shall be permitted over and across the Property as reasonably necessary, (ii) during the initial construction of the Improvements constituting the Fractional Development on the Fractional Parcel, mobile and temporary food and beverage service shall be permitted on the Fractional Parcel, and access for such service(s) to and from the boundary line of the Property and the Fractional Parcel shall be permitted over and across the Property as reasonably necessary, (iii) food and beverage service golf carts shall be permitted on the Golf Course Property in connection the provision of food and beverages to Property Guests, and (iv) food service carts shall be permitted on the Hotel Parcel, Fractional Parcel and Branded Residential Property for purposes of providing food service directly from the Hotel to any Unit or Units located on such Parcels.

10.1.8. Identification. Each employee and agent of any Developer, builder, general contractor, subcontractor and independent contractor shall be required to maintain and display at all times while on the Property a badge identifying the individual and the company for whom the individual works.

10.1.9. Compliance with Law. Each Owner shall comply, and shall cause its contractors and contractor's subcontractors to comply, with all Laws of all Governmental Authorities having jurisdiction over the Property or any part or aspect thereof or any aspects of such Owner's operations thereon, and with the requirements and regulations, if any, of any public utilities, the insurance underwriting board or insurance inspection bureau having

jurisdiction, or any other body exercising similar functions, and of all insurance companies then writing policies maintained by Owner.

10.1.10. Compliance with Federal Interstate Land Sales Full Disclosure Act and Applicable State Land Sales Laws.

10.1.10.(a) In marketing and selling Lots owned by Declarant and located within the Project, it is Declarant's intention to comply with the Federal Interstate Land Sales Full Disclosure Act (15 U.S.C. 1701 *et seq.)* (the "**Act**"). This may require, among other things, registration of some or all of the Property with the United States Department of Housing and Urban Development ("**HUD**") and/or compliance with one or more of the exemptions from the Act pursuant to 15 U.S.C. 1702(a) and/or compliance with one or more of the exemptions from the Act pursuant to 15 U.S.C. 1702(b) and/or compliance with certain disclosure requirements under the Act.

10.1.10.(b) All Developers, Owners, builders and contractors in the Project shall not act in any manner so as to jeopardize Declarant's compliance with the Act (or any exemption from the Act). Furthermore, all such Developers, Owners, builders or contractors in the Project shall, at all times, comply with the Act as it applies to such Developers, Owners, builders or contractors and their involvement with the Project.

10.1.10.(c) All Developers, Owners, builders or contractors in the Project shall indemnify, defend and save Declarant and its Affiliates (and the officers, directors, members, agents, employees, representatives, successors and assigns of each) harmless from and against any and all demands, claims causes of action, proceedings, obligations, settlement, liabilities, damages, injunctions, penalties, liens, losses, charges and expense of every kind or nature (including without limitation, reasonable fees of attorneys, paralegals, and other professionals retained by Declarant or its Affiliates in the event such Developer, Owner, builder or contractor in the Project fails to retain counsel to represent Declarant or its Affiliates who is reasonably acceptable to Declarant or its Affiliates), incurred by Declarant or its Affiliates arising out of or relating to such Developer's, Owner's, builder's or contractor's breach of the aforesaid obligation.

Notwithstanding the foregoing, in the event such Developer, Owner, builder or contractor obtains a final, binding, non-appealable ruling from the United States Department of Housing and Urban Development (or the Governmental Authority authorized to enforce the Act), specifically stating that the Property, or portion thereof, on which such Developer, Owner, builder or contractor is engaged in, is not part of the same subdivision as the Project for the purposes of the Act, and that there is no common promotional plan for the purposes of the Act, such that Declarant shall be entitled to maintain its exemption (as set forth above) without regard to the activities or omissions of such Developer, Owner, builder or contractor in the Project with respect to the Property, then such Developer, Owner, builder or contractor in the Project shall not be required to comply with the Act as it relates to Declarant; *provided, however,* that such Developer, Owner, builder or contractor indemnity provisions (provided above) shall continue to remain applicable.

10.1.10.(d) Prior to the commencement of the initial sale to Owners within any jurisdiction, the Developer, Owner, builder or contractor of such Parcel or Unit (or interest therein) shall, if such Developer, Owner, builder or contractor intends to engage in any sales activities that would require prior registration, register with all applicable Federal or State agencies. Such required registrations shall include, without limitation, registration with HUD pursuant to the Act if necessary and such other State agencies as may be necessary for such Developer, Owner, builder or contractor to engage in sales and Marketing Activities of Fractional Interests, Homes and/or Units (or interests therein) within such jurisdictions. Such Developer, Owner, builder or contractor shall be responsible for maintaining any such Federal and/or State registrations in good standing for so long as such Developer, Owner, builder or contractor is engaged in sales and Marketing Activities of Fractional Interests, Homes and/or Units (or interests therein) within such jurisdictions and such registration continues to be required by the applicable jurisdiction.

10.1.11. Quality. The quality of all materials and workmanship incorporated into the Improvements and any Alterations shall be consistent with the First-Class Standard, and generally consistent with the quality of materials and workmanship used in constructing other improvements at the Project, unless otherwise approved by Declarant.

10.1.12. Damage to the Property of Others. Each Owner shall use commercially reasonable efforts in connection with all Work conducted on the Property, or portion thereof, to minimize damage to any portion of the property outside the boundaries of the Property, or portion thereof, upon which such Work is being performed and the roadways outside the boundaries of the Property, or portion thereof, upon which such Work is being performed. If any such damage is caused by Work done by or for such Owner, such Owner shall promptly repair and/or replace, as appropriate, such damage.

10.1.13. Stormwater. Sound surface water management practices shall be employed during the performance of any and all Work to prevent runoff sedimentation, including, without limitation, as appropriate, connection with any existing stormwater system, including, but not limited to, the Surface Water Management System.

10.1.14. Barriers. If and to the extent required by Declarant, during the performance of any and all Work, Owner shall, at its sole cost and expense, erect and maintain barriers around the perimeter of each Lot and/or portions of the Property, or portion thereof, upon which such Work is being performed, which barriers shall meet all applicable Laws. Owner shall deliver written notice to Declarant describing and depicting the proposed location of any and all barriers to be located on such Owner's Parcel or Unit for Declarant's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. In the event Declarant fails to respond to such written notice within ten (10) days after receipt of the same, the Owner's proposed barrier locations set forth in the written notice shall be deemed approved. Notwithstanding anything herein to the contrary, Owner shall be and remain at all times fully responsible for complying with any and all applicable Laws concerning such barriers and any approval given by Declarant shall be subject to the terms and conditions of Articles 5.13 and 5.18. Declarant shall have the right to assign or delegate any or all of its rights under this Article 10.1.14. to the ACB from time to time subject to (i) the right of Declarant to revoke such

assignment or delegation at any time and reassume jurisdiction over the matters previously assigned or delegated, and (ii) the right of Declarant to veto any decision of the ACB which Declarant determines, in its sole, absolute and unfettered discretion, to be inappropriate or inadvisable for any reason.

10.1.15. Utilities. Each Owner shall be responsible for the connection to and distribution of all utility lines to necessary locations within such Owner's Parcel or Unit, in accordance with such specifications as are shown on the Approved Final Plans, and for obtaining all utility services.

11. COVENANT FOR CHARGES.

11.1. Creation of Charges. The Non-Residential Association is hereby authorized to levy charges against each Parcel and Unit for (a) "**Project Maintenance Charges**" to fund Project Common Expenses as described in Article 11.2; (b) "**Residential Maintenance Charges**" to fund Residential Common Expenses as described in Article 11.3; (c) Project Special Charges and Residential Special Charges as described in Article 11.4; and (d) "**Specific Charges**" as described in Article 11.6. Each Owner, by accepting a deed to any portion of the Property, is deemed to covenant and agree to pay these Charges; *provided, however*, that notwithstanding anything in this Master Declaration, any Parcel Declaration or any Supplemental Declaration to the contrary, Residential Maintenance Charges and Residential Special Charges shall not be levied against the Hotel Parcel, Fractional Parcel or Golf Parcel and the Owners of the Hotel Parcel, Fractional Parcel and Golf Parcel shall have no responsibility or liability for paying Residential Maintenance Charges or Residential Special Charges. All Charges shall be levied and collected by the Non-Residential Association, unless otherwise provided in this Master Declaration. If set forth herein or in a Supplemental Declaration or Parcel Declaration, a use-specific association, such as a condominium, cooperative, fractional, timeshare or other owners' association, shall collect and remit all Charges levied by the Non-Residential Association against the Units subject to the jurisdiction of such owners' association. The Non-Residential Association may from time to time establish interest and late charges, subject to the limitations of Florida law, to be levied against Parcel(s), Unit(s) and/or the property of the owners' association responsible for collecting and remitting such Charges to the Non-Residential Association in the event the Non-Residential Association does not receive Charge payments in a timely manner.

11.2. Budgeting and Allocating Project Common Expenses. At least ninety (90) days before the beginning of each fiscal year, the Board of Directors shall prepare a budget covering the estimated Project Common Expenses during the coming year, including capital contributions to establish reasonable reserve fund(s) in accordance with the budgets separately prepared as provided in Article 11.5.

11.2.1. The Non-Residential Association, through its Board of Directors, is hereby authorized to levy Project Maintenance Charges to fund the Project Common Expenses against all Parcels and Units, as provided for in this Article 11 and elsewhere in this Master Declaration and the Bylaws. Each Parcel's overall share of the Project Maintenance Charges shall be as set forth in Exhibit "Y", attached hereto and incorporated herein by reference, or as

otherwise provided in a recorded Supplemental Declaration, Parcel Declaration or Amendment. Project Regular Charge Units are subject to re-evaluation and re-allocation in accordance with Article 1.2 of Exhibit "Y". Declarant reserves the right to supplement or amend Exhibit "Y" from time to time in Declarant's sole, absolute and unfettered discretion to reallocate the Charge Units allocated to each Parcel within the Property; *provided, however*, that in no event shall an amendment by Declarant to the Charge Units apportioned to the Hotel Parcel, Fractional Parcel and Golf Parcel change without the prior written consent of the Hotel Parcel Owner, Fractional Parcel Owner or Golf Parcel Owner, respectively, in the sole, absolute and unfettered discretion of each. Project Maintenance Charges, Residential Maintenance Charges, Project Special Charges and Residential Special Charges levied against the Additional Residential Parcel, and the Additional Property or portions thereof if and to the extent subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declaration in accordance with the annexation procedure set forth in Article 3.3 hereof, shall be equally apportioned to and levied against all Units within such portions of the Property in accordance with this Master Declaration, unless specifically provided to the contrary in one or more Supplemental Declaration(s) or Parcel Declaration(s) approved by Declarant in its sole, absolute and unfettered discretion. Project Maintenance Charges shall be set at a level which is reasonably expected to produce total income for the Non-Residential Association equal to or in excess of the total budgeted Project Common Expenses, including capital contributions established to maintain the required reserves as set forth in Article 11.5. In determining the total funds to be generated through Project Maintenance Charges, the Board of Directors, in its sole, absolute and unfettered discretion, may consider other sources of funds available to the Non-Residential Association. Notwithstanding anything herein to the contrary, if Project Common Expenses reach the amount specified in the written disclosure provided to an Owner at the time of sale of a Unit to such Owner, then Project Common Expenses shall not be increased by more than twenty percent (20%) from the previous year's Project Common Expenses without the consent of a majority of the Unit Owners in the Property; *provided, however*, in no event shall such cap apply to Specific Charges or Project Special Charges, or to the cost increases included in Project Common Expenses which are beyond the reasonable control of the Non-Residential Association, including, without limitation, the costs of insurance, gas, oil, utilities and taxes.

11.2.2. During Declarant's Control Period, Declarant (or with Declarant's approval, any Affiliate of Declarant that is also an Owner or Developer) may, in its sole, absolute and unfettered discretion, but shall not be obligated to, reduce the Project Maintenance Charges for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Article 11.8), which may be either a contribution or an advance against future Project Maintenance Charges due from Declarant (or from an Affiliate of Declarant that is also an Owner or Developer), but not Project Special Charges, Specific Charges or any other type of charge; *provided, however*, that to the extent of such an advance, such advance shall only be used by the Non-Residential Association for items which would otherwise be deemed Project Maintenance Charges when initially paid or performed. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the Project Common Expense budget, as applicable, and shall be made known to the Members of the Non-Residential Association as part of the budget next published by the Non-Residential Association. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of any subsidy

in future years unless otherwise provided in a written agreement between the Non-Residential Association and Declarant.

11.2.3. The Board of Directors shall cause a copy of the budget for Project Common Expenses and notice of the amount of the Project Maintenance Charges for the following year to be delivered to each Owner of a Parcel or owners' association for such Parcel at least thirty (30) days prior to the beginning of the fiscal year for which it is to be effective. Such owners' association shall have the duty and obligation to deliver a copy of the budget and notice of the amount of Project Maintenance Charges to the Owners of Units (or interests therein) subject to the jurisdiction of the owners' association within five (5) Business Days of the owners' association's receipt thereof. By accepting a deed to any portion of the Property, each Owner acknowledges and agrees that approval of the budget for Project Common Expenses shall be solely the responsibility and right of the Board of Directors.

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

11.2.5. Project Maintenance Charges levied in accordance with Exhibit "Y" against (i) the Additional Residential Parcel, and (ii) if and to the extent subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, the Additional Property or portions thereof, shall be equally allocated to and levied against the Units located within such portions of the Property at the time such Project Maintenance Charge is approved by the Board of Directors, unless specifically provided to the contrary in one or more applicable Supplemental Declaration(s) or Parcel Declaration(s) approved by Declarant in its sole, absolute and unfettered discretion; *provided, however*, that prior to the existence of any Units on the Additional Residential Parcel, that such Project Maintenance Charges shall be levied against the Additional Residential Parcel as a whole and the respective Owner(s) thereof; and *further, provided, however,* that if and to the extent the Additional Property, or portions thereof, is subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, that prior to the existence of any Units on the Additional Property (or portions thereof, as applicable), that such Project Maintenance Charges shall be levied against such Additional Property (or portions thereof, as applicable) as a whole and the respective Owner(s) thereof. If a Project Maintenance Charge is payable in installments and additional Units are added to such portions of the Property prior to the time when any such installment(s) becomes due and payable, the Non-Residential Association shall reallocate the amount of any such remaining installment(s) equally among the Units then located within such portions of the Property; *provided, however*, that if one or more applicable Parcel Declaration(s) or Supplemental Declaration(s) provide for an alternative allocation of such Charge(s) to any Unit(s) that such alternative allocation shall be contemplated in such re-allocation.

11.3. Budgeting and Allocating Residential Common Expenses. At least ninety (90) days before the beginning of each fiscal year, the Board of Directors shall prepare a budget covering the estimated Residential Common Expenses during the coming year, including capital contributions to establish the reasonable reserve fund(s) in accordance with the budgets separately prepared as provided in Article 11.5.

11.3.1. The Non-Residential Association, through its Board of Directors, is hereby authorized to levy Residential Maintenance Charges to fund the Residential Common Expenses equally against all Units located within (i) the Additional Residential Parcel, and (ii) if and to the extent subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with annexation procedure set forth in Article 3.3 hereof, the Additional Property or portions thereof; *provided, however*, (i) that one or more Supplemental Declaration(s) or Parcel Declaration(s) approved by Declarant in its sole, absolute and unfettered discretion may provide for an alternative allocation of the Residential Maintenance Charges to the Units subject to the encumbrance of such Parcel Declaration(s) or Supplemental Declaration(s), (ii) prior to the existence of any Units on the Additional Residential Parcel, that such Residential Maintenance Charges shall be levied against the Additional Residential Parcel as a whole and the respective Owner(s) thereof, and (iii) that if and to the extent the Additional Property, or portions thereof, is subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, that prior to the existence of any Units on the Additional Property (or portions thereof, as applicable), that such Residential Maintenance Charges shall be levied against such Additional Southeast Property or Additional Southwest Property (or portions thereof, as applicable) as a whole and the respective Owner(s) thereof. Notwithstanding anything herein to the contrary, Residential Maintenance Charges shall not be levied against the Hotel Parcel, Fractional Parcel or Golf Parcel and the Owners of the Hotel Parcel, Fractional Parcel and Golf Parcel shall have no responsibility or liability for paying Residential Maintenance Charges. Residential Maintenance Charges shall be set at a level which is reasonably expected to produce total income for the Non-Residential Association equal to or in excess of the total budgeted Residential Common Expenses, including capital contributions established to maintain the required reserves as set forth in Article 11.5. In determining the total funds to be generated through Residential Maintenance Charges, the Board of Directors, in its sole, absolute and unfettered discretion, may consider other sources of funds available to the Non-Residential Association. Notwithstanding anything herein to the contrary, if Residential Common Expenses reach the amount specified in the written disclosure provided to an Owner at the time of sale of a Unit to such Owner, then Residential Common Expenses shall not be increased by more than twenty percent (20%) from the previous year's Residential Common Expenses without the consent of a majority of the Unit Owners in the Property; *provided, however*, in no event shall such cap apply to Specific Charges or Residential Special Charges, or to the cost increases included in Residential Common Expenses which are beyond the reasonable control of the Non-Residential Association, including, without limitation, the costs of insurance, gas, oil, utilities and taxes.

11.3.2. The Board of Directors shall cause a copy of the budget for Residential Common Expenses and notice of the amount of the Residential Maintenance Charges

for the following year to be delivered to (i) each Owner of any portion of the Additional Residential Parcel that is not subject to the jurisdiction of an owners' association and the owners' association for any portion of the Additional Residential Parcel that is subject to such jurisdiction, and (ii) if and to the extent subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the provisions of Article 3.3 hereof, the Additional Property or portions thereof, each Owner of any portion of the Additional Property that is not subject to an owners' association and to the owners' association for any portion of the Additional Property that is subject to such jurisdiction, at least thirty (30) days prior to the beginning of the fiscal year for which it is to be effective. Such owners' association shall have the duty and obligation to deliver a copy of the budget and notice of the amount of Residential Maintenance Charges to the Owners of Units (or interests therein) subject to the jurisdiction of the owners' association within five (5) Business Days of the owners' association's receipt thereof. By accepting a deed to any portion of the Property, each Owner acknowledges and agrees that approval of the budget for Residential Common Expenses shall be solely the responsibility and right of the Board of Directors.

11.3.3. During Declarant's Control Period, Declarant (or with Declarant's approval, any Affiliate of Declarant that is also an Owner or Developer) may, in its sole, absolute and unfettered discretion, but shall not be obligated to, reduce the Residential Maintenance Charges for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Article 11.8), which may be either a contribution or an advance against future Residential Maintenance Charges due from Declarant (or from an Affiliate of Declarant that is also an Owner or Developer) (but not Residential Special Charges, Specific Charges or any other type of charge); *provided, however*, that to the extent of such an advance, such advance shall only be used by the Non-Residential Association for items which would otherwise be deemed Residential Maintenance Charges when initially paid or performed. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the Residential Common Expense budget, as applicable, and shall be made known to the Members of the Non-Residential Association as part of the budget next published by the Non-Residential Association. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of any subsidy in future years unless otherwise provided in a written agreement between the Non-Residential Association and Declarant.

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

11.3.5. At the time a Residential Maintenance Charge is approved by the Board of Directors, such Residential Maintenance Charge shall be levied equally against all of the Units located within (i) the Additional Residential Parcel, and (ii) if and to the extent subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, the Additional Property or portions thereof, unless specifically provided to the contrary in one or more applicable Supplemental

Declaration(s) or Parcel Declaration(s) approved by Declarant in its sole, absolute and unfettered discretion. If Residential Maintenance Charges are payable in installments and additional Units are added to such portions of the Property prior to the time when any such installment(s) becomes due and payable, the Non-Residential Association shall reallocate the amount of any such remaining installment(s) equally among the Units then located within such portions of the Property; *provided, however*, that if one or more applicable Parcel Declaration(s) or Supplemental Declaration(s) provide for an alternative allocation of such Charge(s) to any Unit(s) that such alternative allocation shall be contemplated in such re-allocation.

11.4. Special Charges.

11.4.1. In addition to other authorized charges, the Non-Residential Association may levy Project Special Charges and Residential Special Charges 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 Article 11.5. A Parcel's total share of any special charges for matters relating to Project Areas of Association Responsibility ("**Project Special Charges**"), which would otherwise be Project Common Expenses, shall be as set forth in Exhibit "Y" and, if applicable, Article 11.4.3. below. The Additional Residential Parcel's or a Unit's share of any special charges relating to Residential Areas of Association Responsibility ("**Residential Special Charges**"), which would otherwise be Residential Common Expenses, shall be as set forth in Article 11.4.3. below. Notwithstanding anything in this Master Declaration, any Parcel Declaration or any Supplemental Declaration to the contrary, neither the Hotel Parcel, Fractional Parcel or Golf Parcel, nor the Owner's thereof, shall be subject to Residential Special Charges.

11.4.2. Any expense that is required by this Master Declaration to be the matter of Project Special Charges or Residential Special Charges shall not be deemed to be a Project Common Expense or Residential Common Expense. Any casualty loss affecting the Non-Residential Association on the Project Areas of Association Responsibility or Residential Areas of Association Responsibility to the extent such loss exceeds the insurance proceeds, if any, receivable by the Non-Residential Association as a result of such loss shall be the matter of a Project Special Charge or Residential Special Charge, respectively. Any judgment against the Non-Residential Association (or against a director or directors of the Board of Directors if and to the extent such director is, or such directors are, entitled to be indemnified by the Non-Residential Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Non-Residential Association as a result of such judgment, or an agreement by the Non-Residential Association (or such director or directors of the Board of Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such director or directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Non-Residential Association as a result of such settlement agreement shall be the matter of a Project Special Charge. Legal Fees and Costs and costs (including, without limitation, attorneys' fees and paralegals' fees and court costs) incurred by the Non-Residential Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees and Costs incurred by the Non-Residential Association in connection with the collection of Charges or other assessments which Owners are obligated to pay pursuant to the Governing Documents or

the enforcement of the use and occupancy restrictions contained in the Governing Documents shall be the matter of a Project Special Charge. In no event shall Declarant or the Non-Residential Association have the right to assess a Project Special Charge or a Residential Special Charge for any cost or expense to the extent it results from the willful misconduct or gross negligence of Declarant.

11.4.3. At the time a Project Special Charge or Residential Special Charge is approved by the Board of Directors, such Project Special Charge or Residential Special Charge shall be equally levied against all of the Units located in (i) the Additional Residential Parcel, and (ii) if and to the extent subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, the Additional Property or portions thereof, unless specifically provided to the contrary in one or more applicable Supplemental Declaration(s) or Parcel Declaration(s) approved by Declarant in its sole, absolute and unfettered discretion; *provided, however*, that prior to the existence of any Units on the Additional Residential Parcel, that any such Project Special Charge or Residential Special Charge shall be levied against the Additional Residential Parcel as a whole and the respective Owner(s) thereof; and *further, provided, however,* that if and to the extent the Additional Property, or portions thereof, is subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, that prior to the existence of any Units on the Additional Property (or portions thereof, as applicable), that any such Project Special Charge or Residential Special Charge shall be levied against such Additional Property (or portions thereof, as applicable) as a whole and the respective Owner(s) thereof. If a Project Special Charge or a Residential Special Charge is payable in installments and additional Units are added to such portions of the Property prior to the time when any such installment(s) becomes due and payable, the Non-Residential Association shall reallocate the amount of any such remaining installment(s) equally among the Units then located within such portions of the Property; *provided, however*, that if one or more applicable Parcel Declaration(s) or Supplemental Declaration(s) provide for an alternative allocation of such Charge(s) to any Unit(s) that such alternative allocation shall be contemplated in such re-allocation.

11.5. Budgeting for Reserves. The Board of Directors shall annually prepare reserve budgets which take into account the number and nature of replaceable assets that the Non-Residential Association is required to maintain, repair and replace on the Project Areas of Association Responsibility and the Residential Areas of Association Responsibility as Project Common Expenses and Residential Common Expenses, respectively, taking into consideration the expected useful life of each asset, and the expected maintenance, repair or replacement cost of each asset. The reserve budgets shall specifically take into consideration, without limitation, the funding of the routine-infrastructure-maintenance accounts, capital-repair/streets accounts, capital-repair/drainage pond accounts, and debris removal accounts for each of the Project Areas of Association Responsibility and Residential Areas of Association Responsibility required under Article 6.8. The Board of Directors shall set the required capital contributions in amounts reasonably sufficient to meet the projected needs of the Non-Residential Association, as shown

on the budgets, with respect both to amount and timing by annual Project Maintenance Charges and annual Residential Maintenance Charges over the budget period.

11.6. Specific Charges. The Board of Directors shall have the power to levy Specific Charges against a particular Parcel or Parcels (or any Unit, Units, Lot or Lots within such Parcel or Parcels) constituting less than all Parcels, Units or Lots within the Property, as follows:

11.6.1. to cover the costs, including reasonable overhead and administrative costs, incurred by the Non-Residential Association in providing landscape maintenance services to the Parcel, Unit or Lot, or portion thereof, pursuant to the terms of any Parcel Declaration or Supplemental Declaration.

11.6.2. to cover the costs, including reasonable overhead and administrative costs, incurred by the Non-Residential Association for providing benefits, items, or services to the Parcel, Unit or Lot, or occupants thereof, upon request of the Owner pursuant to a menu of special services which the Board of Directors 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, landscape maintenance service, exterior Home maintenance services, arrival and departure service, courier service, etc.), which charges 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; *provided, however*, subject to the Unit Owners within the Branded Residential Property being subject to a service or other similar agreement with the Hotel Parcel Owner or Four Seasons, (i) in no event shall any such costs or Charges be duplicative of any amounts charged by the Hotel Parcel Owner or Four Seasons for the provision of such services to any such Unit or the occupants thereof within the Branded Residential Property, and (ii) in no event shall the services offered to the Owners of Units within the Branded Residential Project pursuant to such service or other similar agreement with Hotel Parcel Owner or Four Seasons be provided by a party other than by the Hotel Parcel Owner or Four Seasons, designees of the Hotel Parcel Owner or Four Seasons, or with the Hotel Parcel Owner's or Four Seasons' prior approval.

11.6.3. to cover costs incurred by the Non-Residential Association in bringing a Parcel, Unit or Lot into compliance with the terms of this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration, the Bylaws or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of the Parcel or Unit, their licensees, invitees, or guests; provided, the Board of Directors shall give the Parcel Owner or Unit Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying Specific Charges under this Article 11.6.; and

11.6.4. to cover any and all RCID Drainage Fees charged by RCID to the Non-Residential Association pursuant to the Drainage Agreement; *provided, however,* that the same shall only be levied by the Non-Residential Association against the following Parcels or Units within the following Parcels, and the Owners thereof and, then, only on the basis of the relative acreage of the benefitted Parcels: (i) the Additional Residential Parcel, (ii) the Fractional Parcel, and (iii) if and to the extent subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, the

Additional Southeast Property and/or the Additional Southwest Property, or portions thereof. The Hotel Parcel and Golf Parcel are located within RCID and are not benefitted by or encumbered by the Drainage Agreement and shall not be subject to Specific Charges for RCID Drainage Fees.

11.6.5. the Non-Residential Association may also levy a Specific Charge against any condominium, cooperative, fractional, or other owners' association, to reimburse the Non-Residential Association for costs incurred in bringing any real property under the owners' association's control into compliance with the provisions of this Master Declaration, any applicable Supplemental Declaration or Parcel Declaration, the Articles, the Bylaws, and rules, provided the Board of Directors gives such owner's association prior written notice and an opportunity to be heard before levying any such charge.

11.6.6. if the Club Operator provides notice to the Non-Residential Association as set forth in Article 4.11.9 above, the Non-Residential Association shall also levy Specific Charges against a particular Unit for any Delinquent Club Charges due to the Club Operator, in which event the collection and lien rights of the Non-Residential Association under this Article 11 shall be for the benefit of the Club Operator for purposes of this Article 11.6.6 and of the Non-Residential Association to the extent of its costs of enforcement and collection.

11.7. Authority to Assess Owners; Time of Payment.

11.7.1. The Non-Residential Association is hereby authorized to levy Charges against each Parcel and Unit as provided for in this Article 11 and elsewhere in this Master Declaration, any applicable Supplemental Declaration or Parcel Declaration, the Articles and the Bylaws. The first annual Project Maintenance Charge and/or Residential Maintenance Charge levied on each Parcel or Unit shall be adjusted according to the number of months remaining in the fiscal year at the time such Project Maintenance Charges and/or Residential Maintenance Charges commence on the Parcel or Unit. Notwithstanding anything in this Master Declaration, any Parcel Declaration or any Supplemental Declaration to the contrary, Residential Maintenance Charges and Residential Special Charges shall not be levied against the Hotel Parcel, Fractional Parcel or Golf Parcel and the Owners of the Hotel Parcel, Fractional Parcel and Golf Parcel shall have no responsibility for paying Residential Maintenance Charges or Residential Special Charges.

11.7.2. Charges shall be paid in such manner and on such dates as the Board of Directors of the Non-Residential Association may establish. If the Non-Residential Association so elects, Charges may be paid in two (2) or more installments. Unless the Non-Residential Association otherwise provides, Project Maintenance Charges and Residential Maintenance Charges shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any Charges or other assessments levied on such Owner's Parcel or Unit or any installment thereof, the Non-Residential Association may require any unpaid installments of all outstanding Charges to be paid in full immediately.

11.8. Declarant's Option to Fund Budget Deficits. Declarant may annually elect either to pay Project Maintenance Charges and Residential Maintenance Charges on its unsold Parcels and Units or to pay the difference between the amount of Project Maintenance Charges and Residential Maintenance Charges levied on all other Parcels and Units subject to charge and the amount of actual expenditures by the Non-Residential 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.

11.8.1. The Non-Residential Association shall have a lien against all Parcels and Units owned by Declarant to secure Declarant's obligations under this Article 11, which lien shall have the same attributes and shall be enforceable in the same manner as the Non-Residential Association's lien against other Parcels and Units under this Article 11. 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.

11.8.2. The Non-Residential 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.

11.9. Lien for Charges.

11.9.1. All Charges authorized in this Article 11 shall constitute a lien against the Parcel or Unit against which they are levied until paid (notwithstanding and irrespective of whether any condominium, cooperative, fractional or other owners' association is responsible for the administration and collection of such Charges against the Parcel or Unit). The lien shall also secure payment of interest and late charges established from time to time by the Non-Residential Association (subject to the limitations of Florida law), and 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 Charge, 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.

11.9.2. No Owner may exempt itself from liability for Charges by non-use of the Common Property or Areas of Association Responsibility, abandonment of such Owner's Parcel or Unit, or any other means. The obligation to pay Charges is a separate and independent covenant on the part of each Owner. No diminution or abatement of Charges or set-off shall be claimed or allowed for any alleged failure of the Non-Residential Association or Board of Directors 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.

11.9.3. The Non-Residential Association may bid for any Parcel or Unit (or interest therein) at any foreclosure sale and acquire, hold, lease, mortgage, and convey the Parcel or Unit (or Fractional Interest therein). While a Parcel or Unit (or Fractional Interest therein) is owned by the Non-Residential Association following foreclosure: (a) no right to vote, if any,

shall be exercised on its behalf; and (b) no Charges shall be levied on it. The Non-Residential Association may sue for unpaid Charges and costs without foreclosing or waiving the lien securing the same.

11.9.4. The sale or transfer of any Parcel or Unit (or Fractional Interest therein) shall not affect the Charge lien or relieve such Parcel or Unit (or Fractional Interest therein) from the lien for any subsequent Charges. However, the sale or transfer of any Parcel or Unit (or Fractional Interest therein) 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 Charges due prior to such sale or transfer; *provided, however*, that it will not extinguish Charge liens prior to the date of recordation of such mortgage. An Institutional Mortgagee or other purchaser of a Parcel or Unit (or Fractional Interest therein) who obtains title following foreclosure of such a mortgage shall not be personally liable for Charges on such Parcel or Unit due prior to such acquisition of title. If such unpaid Charges were Residential Maintenance Charges, Residential Special Charges or Specific Charges against a residential Unit the same shall thereafter be deemed to be Residential Common Expenses collectible from Owners of all Parcels and Units subject to Residential Maintenance Charges under this Article 11, including such acquirer, its successors and assigns. If such unpaid Charges were Project Maintenance Charges, Project Special Charges or Specific Charges against a non-residential Parcel or a Unit in the Fractional Development the same shall thereafter be deemed to be Project Common Expenses collectible from Owners of all Parcels and Units subject to Project Maintenance Charges under this Article 11, including such acquirer, its successors and assigns.

11.9.5. If any condominium, cooperative, fractional or other owners' association is created on the Property, such owners' association shall be responsible for the administration and collection of the Charges assessed and/or levied against the Units within the jurisdiction of such owner's association. If such owners' association does not timely remit such Charges to the Non-Residential Association, the Non-Residential Association may, in addition to any lien the Non-Residential Association may secure directly against the Units therein, secure a lien against any real and personal property owned by such owners' association. The owners' association may utilize all provisions provided in the owner's association's governing documents, including, by way of example and not limitation, a condominium declaration, cooperative, or fractional instrument, or exhibits thereto, which pertain to the assessment and collection of any common expenses of the owners' association when collecting the Charges payable under this Master Declaration, and any applicable Supplemental Declaration and Parcel Declaration. In the event an owners' association shall fail to pay to the Non-Residential Association the full amount of Charges levied against each Unit subject to the jurisdiction of such owners' association, the Non-Residential Association shall have the right and authority, but not the obligation, to collect any such Charges directly from the Owner of the Units for which the Non-Residential Association has not received payment and the Non-Residential Association shall have lien rights for the payment of such unpaid Charges notwithstanding any prior payment of such Charges by an Owner to the owners' association. Nothing in this Article 11.9.5. is intended to preclude or restrict the Non-Residential Association's right to proceed directly against the Owner of any Unit within the jurisdiction of any such owner's association for the collection of any Charges levied against such Unit. It is intended that Declarant's and the Non-Residential Association's lien rights shall extend to both the individual Units with the

jurisdiction of any such owner's association and the real and personal property owned by such owners' association.

11.9.6. Except as otherwise provided in this Master Declaration, the lien rights created in this Article 11 shall be for the benefit of the Non-Residential Association.

11.9.7. The Non-Residential Association shall, upon request, furnish to any Owner liable for any type of Charge a certificate in writing signed by an officer of the Non-Residential Association or its designated agent setting forth whether such Charge has been paid. Such certificate shall be conclusive evidence of payment. The Non-Residential Association may require the advance payment of a processing fee for the issuance of such certificate.

11.10. Failure to Assess. Failure of the Board of Directors to fix Charge amounts or rates or to deliver or mail to each Owner or owners' association, as applicable, a Charge notice shall not be deemed a waiver, modification, or a release of any Owner or owners' association from the obligation to pay and/or remit Charges. In such event, each Owner and owners' association shall continue to pay and remit Project Maintenance Charges and/or Residential Maintenance Charges, as applicable, on the same basis as during the last year for which a Project Maintenance Charge and/or Residential Maintenance Charge was levied, if any, until a new Project Maintenance Charge and/or new Residential Maintenance Charge is made, at which time the Non-Residential Association may retroactively assess any difference.

11.11. Exempt Property. The following Property shall be exempt from payment of Charges:

11.11.1. all Common Property;

11.11.2. any portion of the Property conveyed or dedicated to and accepted by a Governmental Authority or public utility; and

11.11.3. any portion of the Property owned by a condominium, cooperative, fractional or other owners' association for the common use and enjoyment of its members, or owned by the members of such an owner's association as tenants-in-common. Notwithstanding anything is this Article 11.11.3. to the contrary, such property of the owners' association shall be subject to the lien rights set forth in this Article 11; and

11.11.4. the Disney Parcel, to the extent unimproved or utilized for the Disney Parcel Permitted Use.

12. NOTICE PROCEDURES FOR SALE; ESTOPPEL CERTIFICATES.

12.1 In the event a Parcel or Unit (or Fractional Interest therein) is sold or transferred by an Owner to a new Owner, other than Declarant, and excluding any sale or transfer pursuant to a decree of foreclosure or pursuant to any proceeding in lieu of foreclosure, such new Owner shall notify the Non-Residential Association in writing of the sale or transfer within five (5) days after the date of closing and provide the name and address of such new Owner. Upon an owners' association's receipt of the name and address of any new Owner of a Unit (or Fractional Interest

therein) within the owners' association's jurisdiction, such owners' association shall be required to deliver to the Non-Residential Association, within five (5) days after the date of the owners' association's receipt thereof, the name and address of such new Owner. Failure of an Owner to comply with the foregoing requirements shall in no way invalidate any such sale or transfer.

12.2 Declarant and the Non-Residential Association shall, upon written request of an Owner from time to time, furnish within twenty-one (21) days after a request therefor, to such Owner, prospective Owners and Fee Mortgagees or prospective Fee Mortgagees of the Owner's Parcel or Unit, or any portion thereof, and their respective title insurers, an estoppel certificate in such form as shall be reasonably acceptable to Declarant or the Non-Residential Association, as applicable, confirming only whether such Owner is in compliance with the provisions of this Master Declaration, and any applicable Supplemental Declaration and Parcel Declaration (to the best of the actual knowledge of the individual giving such certification), and if not in compliance, identifying the provisions of this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration, with which such Owner is not in compliance. Neither Declarant, nor the Non-Residential Association, shall have any liability with respect to any errors contained in an estoppel certificate that was provided in good faith. As a condition to the issuance of the aforementioned estoppel certificates, Declarant and the Non-Residential Association shall be entitled to charge and collect a reasonable fee from the Owner for processing any proposed sale or transfer of a Parcel or Unit (or Fractional Interest therein) and such fee shall be in an amount established by Declarant and the Board of Directors, respectively, from time to time in each of their sole discretion. In the event that there are unpaid Charges, fines, fees or other assessments owed by the Owner, Declarant and/or the Non-Residential Association shall be entitled to exercise all rights and remedies available to it for collection of the amounts as set forth in this Master Declaration, and any applicable Supplemental Declaration and Parcel Declaration. The Owner's failure to pay all unpaid and accrued interest thereon, if any, before the closing of the sale of the Unit (or Fractional Interest therein) or Parcel may result in the suspension of certain rights and privileges provided to the new Owner to the extent permitted by applicable law. Declarant and the Non-Residential Association may each delegate its respective obligation to furnish such estoppel certificate and its right to collect the fee for providing such service to a management company hired by Declarant and/or the Non-Residential Association. Declarant, at Declarant's sole discretion, may require the Non-Residential Association to collect such fees from Owners due to Declarant as Specific Charges and require the Non-Residential Association to remit such collected fees to Declarant.

13. INDEMNITY.

13.1. Indemnification. Each Owner (an "**Indemnifying Party**") agrees to pay, discharge, defend, indemnify and hold Declarant, Declarant's Affiliates and the Non-Residential Association (and the officers, directors, agents, members, employees, representatives, successors and assigns of each) (collectively, the "**Indemnified Parties**" and individually, a "**Indemnified Party**") harmless from and against any and all demands, claims, suits, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and court costs and reasonable expenses of every kind or nature (including, without limitation, reasonable fees of attorneys, paralegals and other professionals retained by Declarant, Declarant's Affiliates and/or the Non-Residential Association in the event Owner fails to retain

counsel to represent Declarant and/or Declarant's Affiliates who is acceptable to Declarant, Declarant's Affiliates and/or the Non-Residential Association) which may be imposed on, incurred by or asserted against any of the Indemnified Parties arising from or out of:

13.1.1. any failure by Owner to perform any of the agreements, terms, covenants or conditions on Owner's part to be performed under the Governing Documents;

13.1.2. any damage or destruction to property, or injury or death to any person, which happens in or on the Owner's Unit or Parcel (however, excluding from the Fractional Parcel any Unit located thereon in which Fractional Interests have been sold to third parties), unless caused by the negligence or willful misconduct of Declarant or the Non-Residential Association, respectively, or suffered by employees of Declarant or the Non-Residential Association, respectively, whose damages would otherwise be covered under applicable workers' compensation benefits;

13.1.3. any work, construction, demolition or other thing done by Owner (or on behalf, at the direction, or with the consent of Owner) in, on, or about the Owner's Parcel or Unit, or any part thereof (including, without limitation, Owner's work in connection with the construction of Improvements and/or Alterations);

13.1.4. the use, non-use, possession, occupation, condition, operation, maintenance or management of the Owner's Unit or Parcel by such Owner (or on behalf, at the direction, or with the consent of such Owner) (however, excluding from the Fractional Parcel any Unit located thereon in which Fractional Interests have been sold to third parties);

13.1.5. any wrongful act or negligence committed by Owner (or its Affiliates, or their respective agents, invitees, guests, employees or contractors) in connection with, arising out of or relating to the Owner's ownership or operation of its Unit or Parcel, and any failure of such Owner to comply with any Laws relating to, arising from or in connection with the use, non-use, possession, occupation, condition, maintenance or management of its Unit or Parcel, or any part thereof, to the extent not covered by insurance maintained by Declarant (however, excluding from the Fractional Parcel any Unit located thereon in which Fractional Interests have been sold to third parties); and

13.1.6. any other provision of this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration, which provides that Owner shall indemnify and/or hold harmless any of the Indemnified Parties in respect of the matters contained in such provision.

The indemnity provisions herein provided shall not require any Parcel or Unit Owner to indemnify the Indemnified Parties against any liabilities to the extent the same arises from the grossly negligent acts or omissions or willful misconduct of any of the Indemnified Parties.

13.2. Actions Against Indemnifying Party. If any action or proceeding is brought against any of the Indemnified Parties by reason of any or all of the foregoing liabilities, the Indemnifying Party (upon written notice from the Indemnified Parties) will (at the Indemnifying Party's sole cost and expense) defend such action or proceeding with counsel approved by the

Indemnified Parties in writing, which approval shall not be unreasonably withheld, conditioned or delayed. If the Indemnified Parties shall reasonably request, the defense shall include institution of any counterclaim arising out of any transaction or occurrence that is the subject matter of the opposing party's claim. The Indemnified Parties shall bear all costs related to such counterclaim except to the extent that the costs associated with same would otherwise be paid by any insurance maintained by the Indemnifying Party. The Indemnifying Party shall satisfy, pay and discharge any and all judgments, orders and decrees which may be recovered against any of the Indemnified Parties, the Declarant Indemnified Party's property or any portion thereof in any such actions, suits or proceedings.

13.3. Cooperation. The Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense of any such action or proceeding, and will not settle such action, provided that the Indemnifying Party gives to the Indemnified Parties satisfactory assurances that it can and will satisfy, pay and discharge any and all judgments which may be recovered in such action or proceeding, and provided further that such action or proceeding shall not: (i) subject any of the Indemnified Parties to the risk of civil or criminal sanctions; (ii) jeopardize the interest of the Indemnified Parties in its property (or any portion thereof); or (iii) cause or result in an Indemnified Parties admission of liability. Notwithstanding the foregoing, any of the Indemnified Parties shall have the right to settle any such action or proceeding at any time, at the Indemnified Parties' expense, provided that it releases the Indemnifying Party from any further indemnification obligation hereunder with respect to such settlement.

14. ENFORCEMENT.

14.1. Compliance and Enforcement.

14.1.1. Every Owner and occupant of any Parcel or Unit shall comply with the Governing Documents and any permits, licenses or other instruments that may be applicable to the Property, or any portion thereof, from time to time. Subject to the terms of this Article 14, failure to comply shall be grounds for an action by the Declarant or the Non-Residential Association, as more particularly set forth herein, 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 Declarant and the Non-Residential Association pursuant to this Article 14.

14.1.2. The Non-Residential Association shall have exclusive enforcement rights with respect to Article 6 (specifically excepting Article 6.4), Article 7 (specifically excepting Articles 7.10, 7.14, 7.15, 7.16, and any other Article in Article 7 in which, but only to the extent, Declarant has reserved exclusive easement rights), and Article 8, unless the terms and conditions of this Master Declaration expressly provide otherwise; additionally, notwithstanding anything contained in this Master Declaration, the Non-Residential Association shall have the right, in addition to Declarant, to enforce any matter relating to an Owner's failure to comply with the covenants and restrictions regarding Permitted Use and/or First-Class Standard. Declarant shall have exclusive enforcement rights with respect to Article 4 (specifically excepting Articles 4.1 and 4.2), Article 5 (excepting any assignment or delegation to the Non-Residential Association pursuant to Article 5.22.5.), Article 6.4, Articles 7.10, 7.14, 7.15, 7.16 and any other Article in Article 7 in which, but only to the extent, Declarant has reserved

exclusive easement rights, Article 9, and Article 10, unless the terms and conditions of this Master Declaration expressly provide otherwise; including, but not limited to, Article 6.4. In addition to the foregoing, the Non-Residential Association shall have primary enforcement rights with respect to Article 14; *provided, however*, that in the event Declarant desires that the Non-Residential Association pursue certain enforcement action against an Owner for a violation under Article 14, Declarant shall have the right to give the Non-Residential Association five (5) Business Days written notice of the particular matter and request that the Non-Residential Association take action to enforce the violation under Article 14. In the event the Non-Residential Association fails to take such enforcement action or fails to diligently pursue such action, in Declarant's sole, absolute and unfettered discretion, Declarant shall have the right to deliver a written notice to the Non-Residential Association indicating such failure, and upon such delivery of such written notice the Non-Residential Association, Declarant shall assume the exclusive right to pursue enforcement against such matter and Declarant may pursue such enforcement in its sole, absolute and unfettered discretion. Declarant may notify the Non-Residential Association of the costs and expenses of such enforcement, including, but not limited to, Legal Fees and Costs, and such costs and expenses shall constitute a Specific Charge against the Owner, which when paid by such Owner, shall be used to reimburse the Declarant for such costs and expenses.

14.1.3. All remedies set forth in this Master Declaration, and any applicable Supplemental Declaration and Parcel Declaration, shall be cumulative of any remedies available at law or in equity, unless prohibited or waived herein by Declarant. In any action to enforce the provisions of the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, Legal Fees and Costs incurred in such action.

14.1.4. Declarant or the Non-Residential Association may impose sanctions for violations of the Governing Documents for which it has enforcement rights pursuant to this Master Declaration, and any applicable Supplemental Declaration and Parcel Declaration, in accordance with procedures set forth in this Article 14, including, but not limited to, reasonable monetary fines in accordance with Article 14.3 and, in the case of the Non-Residential Association, suspension of the right to vote, if any, and to use any recreational facilities within the Common Property. In addition, Declarant and the Non-Residential Association may exercise self-help to cure violations, and may suspend any services, if any, it provides to the Parcel or Unit of any Owner who is more than thirty (30) days' delinquent in paying any sum, fee, assessment, interest, late charge or monetary fines, including, but not limited to, Charges or other assessment due to the Non-Residential Association.

14.1.5. Declarant or the Non-Residential Association may, but shall not be obligated to, elect to forego taking action in regard to matters over which it has enforcement rights pursuant to this Master Declaration, and any applicable Supplemental Declaration and Parcel Declaration: (a) to enforce any provision of the Governing Documents which Declarant or the Non-Residential Association's Board of Directors determines is inconsistent with Law, (b) with respect to any violation of the Governing Documents which Declarant or the Non-Residential Association's Board of Directors reasonably determines to be so minor or unobtrusive as not to be objectionable to a reasonable person; or (c) in any case in which Declarant or the Non-Residential Association's Board of Directors reasonably determines that

the Declarant's or Non-Residential 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 Declarant or the Non-Residential Association from enforcing any other covenant, restriction or rule.

14.2. Lessees, Occupants and Guests to Comply with Governing Documents - Effect of 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, damages, costs, expenses and losses caused by such lessees, guests or occupants, notwithstanding the fact that such lessees, guests, or occupants of the Parcel or 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 of Directors 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.

14.3. Sanctions. Declarant or the Board of Directors may levy reasonable fines for violations of this Master Declaration, and any applicable Supplemental Declaration and Parcel Declaration. The amounts of any such fines shall be determined by the Board of Directors annually, and may be levied on the basis of each day of a continuing violation. The Board of Directors shall cause notice of the amounts of fines, if such amounts change from previously established amounts, to be delivered to each Owner of a Parcel or the owners' association for such Parcel. Such owners' association shall have the duty and obligation to deliver a copy of such notice to the Owners of Units (including Fractional Interests therein) subject to the jurisdiction of the owners' association within five (5) Business Days of the owners' association's receipt thereof. Notwithstanding the foregoing, the failure of any owners' association to provide such notice to any Owner of a Unit (or Fractional Interest therein) subject to the jurisdiction of the owners' association, or any Owner's failure to receive such notice from any owners' association, shall not invalidate, restrict or prohibit Declarant's or the Board of Directors' right to levy any such fine against such Owner or relieve any such Owner from its obligation to pay such fine.

14.4. Lien For Fines And Other Amounts Arising Out Of Enforcement Action.

14.4.1. All fines, assessments, charges and other amounts authorized in this Article 14 to be levied by Declarant and/or the Non-Residential Association shall constitute a lien against the Parcel or Unit against which they are levied until paid (notwithstanding and irrespective of whether any condominium, cooperative, fractional or other owners' association is responsible for the administration and collection of such fine against a Unit as hereinafter provided). The lien shall also secure payment of costs, interest 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 fine, charge or assessment. 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.

14.4.2. No Owner may exempt itself from liability for a fine, charge or assessment levied pursuant to this Article 14, by non-use of the Common Property or Areas of Association Responsibility, abandonment of such Owner's Parcel or Unit, or any other means. The obligation to pay a fine, charge or assessment is a separate and independent covenant on the part of each Owner. No diminution or abatement of a fine, charge or assessment or set-off shall be claimed or allowed for any alleged failure of Declarant, the Non-Residential Association or Board of Directors 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.

14.4.3. Declarant and/or the Non-Residential Association may bid for any Parcel or Unit (or Fractional Interest therein) at the foreclosure sale and acquire, hold, lease, mortgage, and convey any Parcel or Unit (or Fractional Interest therein). While a Parcel or Unit (or Fractional Interest therein) is owned by Declarant or the Non-Residential Association following foreclosure: (a) no right to vote, if any, shall be exercised on its behalf; and (b) no fines or Charges shall be levied on it. Declarant and/or the Non-Residential Association may sue for unpaid fines, assessments, charges, costs and other amounts without foreclosing or waiving the lien securing the same.

14.4.4. The sale or transfer of any Parcel or Unit (or Fractional Interest therein) shall not affect the lien or relieve such Parcel or Unit (or Fractional Interest therein) from the lien. However, the sale or transfer of any Parcel or Unit (or Fractional Interest therein) 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 due prior to such sale or transfer. An Institutional Mortgagee or other purchaser of a Parcel or Unit (or Fractional Interest therein) who obtains title following foreclosure of such a mortgage shall not be personally liable for liens on such Parcel or Unit (or Fractional Interest therein) due prior to such acquisition of title.

14.4.5. If any condominium, cooperative, fractional or other owners' association is created on the Property, such owners' association shall be responsible for the administration and collection of any fine, charge or assessment assessed and/or levied against the Units within the jurisdiction of such owners' association. If such owners' association does not timely remit such fine, charge or assessment to the entity levying such fine, charge or assessment, being either Declarant or the Non-Residential Association, Declarant or the Non-Residential Association, as applicable, may, in addition to any lien Declarant or the Non-Residential Association may secure directly against the Units, secure a lien against any real and personal property owned by such owners' association. The owners' association may utilize all provisions provided in the owner's association's governing documents, including, by way of example and not limitation, a condominium declaration, cooperative, or fractional, or exhibits thereto which pertain to the assessment and collection of any common expenses of the owners' association when collecting a fine, charge or assessment payable under this Master Declaration,

or any applicable Supplemental Declaration or Parcel Declaration. Nothing in this Article 14.4.5. is intended to preclude or restrict Declarant's or the Non-Residential Association's right to proceed directly against the Owner of any Units within the jurisdiction of any such owners' association for the collection of any fine, charge, assessment levied against such Units. It is intended that Declarant's and the Non-Residential Association's lien rights shall extend to both the individual Units within the jurisdiction of any such owners' association and the real and personal property owned by such owners' association.

14.4.6. The lien rights created in this Article 14 shall be for the benefit of Declarant and the Non-Residential Association.

14.4.7. Declarant and the Non-Residential Association shall, upon written request of an Owner from time to time, furnish an estoppel certificate with respect to any fines or other amounts due and owing under this Article 14 in accordance with and subject to the terms and conditions of Article 12.2. Neither Declarant, nor the Non-Residential Association, shall have any liability with respect to any errors contained in an estoppel certificate that was provided in good faith.

14.5. No Waiver. The rights of Declarant, any Owner or the Non-Residential Association under this Master Declaration, and any applicable Supplemental Declaration and Parcel Declaration, shall be cumulative and not exclusive of any other right or available remedy, unless precluded by this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration. Declarant's or the Non-Residential Association's pursuit of any one or more of the rights or remedies provided for in this Article 14 shall not preclude pursuit of any other right, remedy or remedies provided in this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration, or any other right, remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination. Neither Declarant's nor the Non-Residential Association's pursuit of any one or more of its rights or remedies shall 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 or the Non-Residential 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, and any applicable Supplemental Declaration and Parcel Declaration. No action taken by or on behalf of Declarant or the Non-Residential Association shall be construed to be an acceptance of a surrender of this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration. Declarant's or the Non-Residential Association's forbearance in pursuing or exercising one or more of its or their rights or remedies, or the failure of Declarant or the Non-Residential Association to enforce any of the covenants, restrictions, obligations and easements set forth in this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration, or to promptly pursue and exercise any right or remedy contained in this Master Declaration, or any applicable Supplemental Declaration or Parcel 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 or the Non-Residential 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 or the Non-Residential 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, or any applicable Supplemental Declaration or Parcel Declaration, and no custom or practice at variance with the terms of the Governing Documents, shall constitute a waiver by Declarant or the Non-Residential Association of the right to demand strict and exact compliance with all terms and conditions of the Governing Documents. No termination of this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration, shall affect Declarant's or the Non-Residential Association's right to collect any monetary amounts due to it for the period prior to termination.

14.6. Allocation of Responsibility Among Successor Owners and Affiliated Owners.

14.6.1. Subject to the express terms of this Master Declaration and any applicable Parcel Declaration or Supplemental Declaration, Declarant and Owners acknowledge that during the term of this Master Declaration, there may be multiple Owners who own a portion of the Property or an interest therein. Subject to the terms of this Article, (i) no Owner shall be deemed to be in breach of or violation of this Master Declaration or any applicable Parcel Declaration or Supplemental Declaration, solely by reason of the breach or violation of this Master Declaration or any applicable Parcel Declaration or Supplemental Declaration on the part of another non-Affiliated Owner who is in breach or violation thereof, and (ii) Declarant shall have no rights or remedies under this Master Declaration or any applicable Parcel Declaration or Supplemental Declaration against any Owner who is not in breach or violation of this Master Declaration or any applicable Parcel Declaration or Supplemental Declaration; *provided, however*, that pursuant to any provision of this Master Declaration, any applicable Parcel Declaration or Supplemental Declaration, Affiliated Owners may be jointly and severally responsible and liable for any Affiliated Owner's breach or violation of this Master Declaration and any applicable Parcel Declaration or Supplemental Declaration.

14.6.2. From and after the date on which any Owner has conveyed or otherwise transferred all of its right, title, estate and interest in any portion of its Parcel or Unit (including any Fractional Interest therein) to another Owner who is not an Affiliate of such Owner, no violation or breach under this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration, on the part of any subsequent non-Affiliated Owner with respect to the portion of the Property so conveyed or otherwise transferred, shall by itself constitute a breach or violation hereunder on the part of any conveying or transferring Owner or Owners who are not Affiliates of such defaulting Owner. In addition, no violation or breach under this Master Declaration, or any applicable Supplemental Declaration or Parcel Declaration, on the part of any Owner shall by itself constitute a breach or violation hereunder on the part of any other Owner who is not an Affiliate of such defaulting Owner.

15. AMENDMENT.

15.1. Amendments by Declarant. Except as expressly limited herein (including without limitation, with respect to Permitted Use and First-Class Standard), during Declarant's Control Period, Declarant may amend this Master Declaration (but excluding for this purpose any Parcel

Declaration) by unilaterally filing an instrument in writing in the Public Records of the County, without the approval of any Owner or any mortgagee or the Non-Residential Association or the Members thereof; *provided, however*, that, with the exception of the annexation of any Additional Property to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplement Declarations in accordance with Article 3.3 hereof: (i) in the event that such amendment directly, materially and adversely alters, or interferes with, the Hotel Parcel Owner's, Fractional Parcel Owner's (but excluding the Fractional Parcel Owner if an owners' association is deemed to be the Fractional Parcel Owner) or Golf Parcel Owner's right to the use and enjoyment of such Owner's Parcel as set forth in this Master Declaration or a Supplemental Declaration, or materially and adversely affects the marketability of title to such Owner's Parcel or such Owner's rights hereunder, such amendment shall be valid only if delivered to such affected Owner for such Owner's approval, in its sole, absolute and unfettered discretion; provided, that if such Owner fails to respond in writing to such submission within fifteen (15) Business Days of its receipt of such proposed amendment, such Owner's approval of such proposed amendment shall be deemed denied, (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 written consent thereto of each of the affected Institutional Mortgagees holding the highest U.S. Dollar amount of outstanding loans on each of the following categories: Parcels and Units; or (iii) in the event that such amendment materially and adversely increases the obligations or decreases the rights of the Non-Residential Association under this Master Declaration, such amendment shall be subject to the unanimous approval of the Board of Directors of the Non-Residential Association, which shall not be unreasonably withheld, conditioned or delayed. In no event shall the addition of additional Parcels or Units or approved modifications to Parcels or Units be considered to materially or adversely affect Hotel Parcel Owner's, Fractional Parcel Owner's, Golf Parcel Owner's, the Non-Residential Association's or any mortgagee's rights. Any amendment made pursuant to this Article 15.1 and this Master Declaration shall be certified by Declarant as having been duly approved by Declarant, and by the Hotel Parcel Owner, Fractional Parcel Owner, Golf Parcel Owner, the Non-Residential Association and/or any mortgagee, if required, and shall be effective upon being filed in the Public Records of the County, 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 Parcel or Unit (including any Fractional Interest therein), agrees to be bound by such amendments as are permitted by this Article 15.1 and further agrees that such Owner shall consent to the amendment of this Master Declaration or any other instruments relating to the Property, if requested by Declarant, (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.

15.2. Amendments by the Board of Directors. The Board of Directors, by an affirmative vote of no less than four sevenths (4/7ths) of the directors may change or amend any provision of this Master Declaration by executing a written instrument in recordable form setting forth such amendment. Any such amendment by the Board of Directors shall not require the approval of any Owner or any mortgagee; *provided, however*, that: (i) in the event that such amendment directly, materially and adversely alters, or interferes with, the Hotel Parcel Owner's, Fractional Parcel Owner's or Golf Parcel Owner's right to the use and enjoyment of such Owner's Parcel as set forth in this Master Declaration or a Supplemental Declaration, or materially and adversely affects the marketability of title to such Owner's Parcel or such Owner's rights under this Master Declaration, such amendment shall be valid only if delivered to such affected Owner for such Owner's approval, in its sole, absolute and unfettered discretion, provided, that if such Owner fails to respond in writing to such submission within fifteen (15) Business Days of its receipt of such proposed amendment, such Owner's approval of such proposed amendment shall be deemed denied, or (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 written consent thereto of each affected Institutional Mortgagee holding the highest U.S. Dollar amount of outstanding loans on the following categories: Parcels and Units. The amendment shall be effective upon recordation of the executed amendment among the Public Records of the County. Each Owner, by acceptance of a deed or other conveyance to a Parcel or Unit, agrees to be bound by such amendments as are permitted by this Article 15.2.

15.3. Declarant's Approval. Notwithstanding anything in this Master Declaration to the contrary, no amendment shall be made to this Master Declaration, or to the Articles or Bylaws of the Non-Residential Association, unless such amendment is first approved in writing by Declarant.

15.4. County's Approval and Amendment to Developer's Agreement. Notwithstanding anything in this Master Declaration to the contrary, no amendment shall be made to this Master Declaration that changes, modifies or amends any of the provisions of this Master Declaration that are required under the Developer's Agreement, unless (and in addition to any other approval process for amendments as required by this Master Declaration): (i) such amendment to this Master Declaration is first approved in writing by all the parties to the Developer's Agreement; and (ii) all the parties to the Developer's Agreement concurrently enter into an amendment to the Developer's Agreement for the purpose of amending those particular provisions or requirements of the Developer's Agreement that need to be amended in order to coincide with the changes, modifications or amendments to this Master Declaration.

15.5. Hotel Parcel Owner's Required Approval of Certain Amendments. Notwithstanding anything in this Master Declaration or any Supplemental Declaration or Parcel Declaration to the contrary, (i) any Amendment that provides for a reduction in the First-Class Standard applicable to any Parcel, or portion thereof, shall be subject to Hotel Parcel Owner's prior written approval in the Hotel Parcel Owner's sole, absolute and unfettered discretion, (ii) any Amendment changing the Permitted Use or Prohibited Use for a Parcel, or portion thereof, shall be subject to Hotel Parcel Owner's prior written approval which shall not be unreasonably withheld, conditioned or delayed; *provided, however*, that any additional Permitted Use or

elimination of a Prohibited Use that conflicts with the applicable restriction regarding Transient Occupancy on the Additional Residential Parcel, Additional Property or any other portion of the Property or Article 2.163.23 shall be subject to the prior written approval of Hotel Parcel Owner in its sole, absolute and unfettered discretion, (iii) any amendment that would change the voting rights of the Members or the Board of Directors of the Non-Residential Association shall be subject to the prior written approval of Hotel Parcel Owner in its sole, absolute and unfettered discretion, (iv) any amendment that would modify the prohibition against the leasing, rental, licensing or otherwise granting a use right in any Unit within the Branded Residential Property for less than one hundred eighty (180) consecutive days or more than twice per year shall be subject to the prior written approval of Hotel Parcel Owner in its sole, absolute and unfettered discretion, (v) any amendment that would modify the Charge Units allocated to the Hotel Parcel, Fractional Parcel, Golf Parcel or Branded Residential Property on Exhibit "Y", shall be subject to the prior written approval of Hotel Parcel Owner in its sole, absolute and unfettered discretion; *provided, however*, that the Hotel Parcel Owner shall not have any approval right with respect to the Non-Residential Association's modification of the Project Regular Charge Units in accordance with Exhibit "Y", (vi) any amendment to this Article 15.5 which shall be subject to the prior written approval of Hotel Parcel Owner in its sole, absolute and unfettered discretion, (vii) any amendment to any provision in this Master Declaration granting an approval, consent or similar right to the Hotel Parcel Owner, which shall be subject to the prior written approval of Hotel Parcel Owner in its sole, absolute and unfettered discretion, and (viii) any amendment to any provision in this Master Declaration providing that Residential Maintenance Charges and Residential Special Charges shall not be levied against the Hotel Parcel, Fractional Parcel or Golf Parcel and that the Owners of the Hotel Parcel, Fractional Parcel and Golf Parcel shall have no responsibility or liability for paying Residential Maintenance Charges or Residential Special Charges shall be subject to the prior written approval of Hotel Parcel Owner in its sole, absolute and unfettered discretion. Hotel Parcel Owner shall have all rights and remedies available at law or in equity to enforce the foregoing terms and conditions of this Article 15.5.

16. DURATION AND TERMINATION.

16.1 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 and the written consent of Declarant and Hotel Parcel Owner in their sole, absolute and unfettered discretion; *provided, however*, that during Declarant's Control Period, no such termination will be effective without the written consent and joinder of Declarant, which joinder and consent may be withheld in Declarant's sole, absolute and unfettered discretion.

16.2 Termination of this Master Declaration shall not terminate: (i) any easements granted by the Declarant in this Master Declaration; or (ii) any of the operation and maintenance obligations for the transportation and Surface Water Management System for the Project pursuant to the provisions of the Developer's Agreement, Interlocal Agreement and Drainage Agreement.

16.3 Unless otherwise terminated as provided above, this Master Declaration shall have duration to the fullest extent allowed by Florida law as of the Effective 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.

17. MISCELLANEOUS.

17.1. Rights Cumulative. Except as is expressly provided herein, all rights, remedies, powers and privileges conferred by and under this Master Declaration shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred at Law (other than a right to seek damages) or in equity. Any amounts due and owing under this Master Declaration shall bear interest at the Default Rate from the date such amount is initially due and payable or if no date is fixed herein, from the date of demand therefor, until the date payment thereof shall have been made.

17.2. Attorneys' Fees. If any action or proceeding shall be brought involving the interpretation or enforcement of this Master Declaration or for any breach of this Master Declaration, the court shall award to the prevailing party in such action or proceeding (i.e., the party which obtains a judgment or decree in its favor following all appeals) its reasonable costs and reasonable attorneys' and paralegals' fees and disbursements, specifically including, but not limited to, costs and reasonable attorneys' and paralegals' fees incurred in connection with any appeals, bankruptcy or probate. Any and all costs (imputed or actual) incurred by any party to such action or proceeding as the result of its utilization of the services of in-house legal counsel and paralegals in lieu of (and/or in addition to, but not in duplication of) the services or outside counsel shall (to the extent that such costs do not exceed reasonable attorneys' and paralegals' fees and disbursements which would have otherwise been incurred if outside counsel had provided the same services), for all purposes under this Master Declaration, be deemed to be reasonable attorneys' and paralegals' fees and disbursements and shall be recoverable in all instances where the prevailing party would be entitled to recover attorneys' and paralegals' fees and disbursements incurred as a result of its utilization of outside counsel. Any party subject to this Master Declaration shall accept service of process outside of the State of Florida as allowed by Law.

17.3. Notices.

17.3.1. Each notice or communication under this Master Declaration shall be in writing and either: (i) personally delivered; (ii) delivered by reliable overnight courier service; or (iii) deposited with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, delivered or addressed to the entity entitled or required to receive the same, to the address set forth below or such other address as may have been designated by the person or entity by written notice hereunder. Any notice or other communication given hereunder shall be deemed to have been

sufficiently given, delivered and received for all purposes (x) when made by personal delivery, or (y) upon actual delivery by overnight courier service or delivery of certified or registered U.S. mail. Rejection or other refusal by the addressee to accept the notice, and inability to deliver the notice because of a change of address of the party of which no notice was given, shall be deemed to be the receipt of the notice on the third day following the date postmarked by the United States Postal Service or on the second day following the date accepted by the courier service.

17.3.2. The addresses of the persons and/or entities to which notices are to be sent pursuant to this Master Declaration are as follows:

If to Declarant:	Walt Disney Parks and Resorts U.S., Inc. 1375 Buena Vista Drive Lake Buena Vista, Florida 32830 Attention: President
with a copy to:	Walt Disney Parks and Resorts U.S., Inc. Legal Department 1375 Buena Vista Drive Lake Buena Vista, Florida 32830 Attention: General Counsel
with a copy to:	Baker & Hostetler LLP 200 South Orange Avenue, Suite 2300 P.O. Box 112 Orlando, Florida 32802-0112 Attention: Managing Partner

Notwithstanding the foregoing, if any notice or other communication has not been sent in compliance with this Article 17.3.2. but has in fact actually been received by its intended recipient, then such notice or communication shall be deemed to have been duly given and received effective as of the date of actual receipt. Any entity may designate a different address or addresses, or facsimile numbers for receiving notices by written notice to the other entities to receive notices, such notice to be given in accordance with this Article 17.3.

17.4. 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.

17.5. No Partnership. Nothing contained in this Master Declaration shall be deemed to constitute the creation of a joint venture or partnership relationship between any persons or entities subject to this Master Declaration, nor shall any provision of this Master Declaration be deemed to impose any duty or liability on Declarant or any Affiliate of Declarant with respect to third parties. If any person or entity asserts any claim against Declarant or any Affiliate of Declarant, contending that by virtue of any provision of this Master Declaration, Declarant and any Owner are partners or joint venturers, Declarant may, at Declarant's sole option, without such action being deemed to constitute any admission as to the validity of such assertion,

unilaterally waive and delete the provision of this Master Declaration alleged to create such relationship unless the waiver or deletion would materially and adversely affect the Hotel Parcel Owner's, Fractional Parcel Owner's, or Golf Parcel Owner's or the Non-Residential Association's rights or obligations under this Master Declaration. Neither Declarant nor any of Declarant's Affiliates are a joint venturer or partner of any Owner or Developer in such Owner's or Developer's development of, construction upon or resale of the Property, or any portion thereof, and that neither Declarant nor any of Affiliate of Declarant shall have any liability arising out of or resulting from such Owner's or Developer's ownership and development of, construction upon, or resale of the Property or any portion thereof.

17.6. Consent. Subject to Article 17.7, whenever in this Master Declaration a party is required to be reasonable with respect to a consent or approval, such consent shall not be unreasonably withheld, delayed or conditioned.

17.7. Consent or Approval of Declarant. Notwithstanding anything in this Master Declaration to the contrary, including, but not limited to, Article 17.6., in all instances where Declarant is required to act reasonably in giving or withholding Declarant's consent or in making any decision under this Master Declaration, or in any instance where common law or equity would require Declarant to act reasonably or to not unreasonably withhold its approval or consent, Declarant shall be entitled to take into account, in determining whether or not to grant or withhold approval or consent, (i) Declarant's relationship to the entities which own, operate and control the WALT DISNEY WORLD® Resort Complex, (ii) the proximity of the Property to the WALT DISNEY WORLD® Resort Complex, (iii) Declarant's and Declarant's Affiliate's public image and reputation, (iv) Declarant's and Declarant's Affiliate's concerns that the Property and all portions thereof be operated and maintained in accordance with the provisions, covenants, conditions, restrictions and obligations set forth in this Master Declaration, and (v) Declarant's and Declarant's Affiliate's desire to provide for the compatibility and harmony of the overall theme, quality and atmosphere of the Property. Except where expressly stated herein to the contrary, in all instances where Declarant's consent or approval is required hereby, Declarant shall be entitled to grant or withhold such consent or approval in Declarant's sole, absolute and unfettered discretion.

17.8. Interpretation. If any provision, covenant, condition, restriction or obligation set forth in this Master Declaration is capable of two (2) interpretations, one (1) of which would render the provision, covenant, condition, restriction or obligation void and the other of which would render the provision, condition, restriction or obligation valid, then the provision, covenant, condition, restriction or obligation shall have the meaning which shall render it valid. No inference shall be drawn from the addition, deletion or modification of any language contained in any prior draft of this Master Declaration.

17.9. Severability. If any provision, or a portion thereof, of this Master Declaration, or the application thereof to any person, entity or circumstances shall, to any extent, be or be determined to be invalid, inoperable, or unenforceable in accordance with its terms or would render other provisions of this Master Declaration invalid, inoperable or unenforceable, such invalid, inoperable or unenforceable provision, or portion thereof, is to be judicially modified, if at all possible, to come as close as possible to the expressed intent of such provision, or portion

thereof (and still be enforceable without jeopardy to the other provisions, or portions thereof, of this Master Declaration), and then is to be enforced as so modified. If the invalid, inoperable, or unenforceable provision, or portion thereof, of this Master Declaration cannot be so modified, such provision, or portion thereof, unless an enforceable alternative is otherwise expressly provided for in this Master Declaration, shall be deemed unenforceable and considered null and void and treated as if such provision, or portion thereof, had not been included in this Master Declaration, in order that the paramount goal (that this Master Declaration be enforced to the maximum extent possible strictly in accordance with its terms) be achieved. The invalidity, inoperability or unenforceability of any provision, or portion thereof, of this Master Declaration shall not affect or modify the remainder of such provision, or portion thereof, or the other provisions of this Master Declaration which are not deemed unenforceable and such other provisions, or portions thereof, shall remain in full force and effect.

17.10. Headings. The Article, section and paragraph 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.

17.11. 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, the Non-Residential 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 Orange 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.

17.12. Force Majeure. If the performance by any person or entity obligated under this Master Declaration, Parcel Declaration or Supplemental Declaration (excluding, in all circumstances, 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 person or entity, or by any acts of God, fire or other casualty, earthquake, flood, hurricane, storm, explosion, accident, epidemic, war or war-like action (whether actual and pending or expected), restraints of government (civil or military), governmental preemption, terrorist attack, sabotage, threats of sabotage or terrorism, acts of the public enemy, civil disorder, disturbance or disobedience, riot, insurrection, blockades, embargoes, strike, lock-out or other labor difficulties, shortage or failure of supply of materials, fuel, power, equipment, supplies or transportation, or any other cause, whether enumerated herein or otherwise, that is not within the control of the person or entity claiming the right to

delay performance on account of such occurrence and which, in any event, is not a result of the intentional act, negligence or willful misconduct of the person or entity claiming the right to delay performance on account of such occurrence ("**Force Majeure**"), said person or entity 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. Notwithstanding anything to the contrary, any expiration or termination of the management or other agreement pursuant to which Four Seasons (or its Affiliate) operates the Hotel, Fractional Development or Golf Course Facility for any reason whatsoever (including, but not limited to, default) shall not be considered an event of Force Majeure.

17.13. Covenants Running With Land. This Master Declaration and the provisions, covenants, conditions, restrictions and obligations hereof are intended to run with title to the Property and any and all portions thereof and to be binding on all Owners, from time to time, of the Property and all portions thereof. This Master Declaration and the provisions, covenants, conditions, restrictions and obligations hereof are intended to benefit only Declarant (and its Affiliates) and the WALT DISNEY WORLD® Resort Complex property, the Non-Residential Association and other Owners and there shall be no other beneficiaries whatsoever of such provisions. Notwithstanding anything to the contrary contained herein or implied at Law or in equity, it is expressly provided that Declarant, by virtue of Declarant and Declarant's Affiliates ownership of the Property or portions thereof and other property within the general vicinity of the Property, shall have the continuing right to enforce this Master Declaration and the provisions, covenants, conditions, restrictions and obligations set forth in this Master Declaration, and that this Master Declaration may never be modified, amended, terminated or canceled without the express written consent of Declarant, notwithstanding the fact that Declarant may no longer own any portion of the Property.

17.14. Usury Compliance. Notwithstanding anything to the contrary set forth in this Master Declaration or any other document executed or delivered in connection therewith, neither the Default Rate, nor any other charges which may be characterized as interest under applicable Law shall exceed the maximum rate of interest permitted under applicable Law, as it exists from time to time. Each person or entity bound by this Master Declaration agrees not to knowingly collect or charge interest which will render any effective interest rate payable with respect to any sum payable under this Master Declaration usurious under applicable Law, and each person or entity bound by this Master Declaration agrees to give the other person or entity bound by this Master Declaration notice of such fact in advance of any payment or payments which would render the effective interest rate payable hereunder usurious to the extent the other person or entity bound by this Master Declaration is or becomes aware of such fact. In the event any person or entity bound by this Master Declaration receives any payment which constitutes interest hereunder (whether denominated as interest or as other costs, charges and fees which are characterized as interest under applicable Law) in excess of the maximum lawful rate of interest payable, then the amount of interest so received in excess of the then maximum lawful rate of interest shall (i) be refunded by the receiving party to the paying party, or (ii) constitute an advance prepayment of other sums designated by Declarant and shall thereby be applied in full or partial (as the case may be) reduction of the then outstanding balance hereunder of such other sum.

17.15. Time of the Essence. Time shall be of the essence with respect to all of the provisions of this Master Declaration.

17.16. U.S. Currency. All payments of money or other sums due and owing under this Master Declaration shall be paid in the U.S. currency.

17.17. Merger or Consolidation. Upon a merger or consolidation of the Non-Residential Association with another association, the property, rights and obligations of the Non-Residential 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 Non-Residential 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(s) and Parcel Declaration(s), 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 affect any revocation, change or addition to the covenants, restrictions and easements established by this Master Declaration, or any Supplemental Declaration or Parcel Declaration, within the Property. Notwithstanding anything herein to the contrary, any such merger or consolidation of the Non-Residential Association with another association shall be subject to the prior written consent of Declarant and the Hotel Parcel Owner and such consent may be withheld by either in the sole, absolute and unfettered discretion of each.

17.18. 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, Article or paragraph of this Master Declaration as to all or a portion of the Property. Unless such transfer or assignment by Declarant is made pursuant to a specific Article of this Master Declaration permitting such transfer or assignment, such transfer or assignment shall be evidenced by a writing recorded in the Public Records of the County, 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.

17.19. 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). Prior to the commencement of any construction on any Parcel or Lot, an Owner shall conduct such due diligence, tests, inspections and examinations of such Parcel or Lot as such Owner may deem necessary or desirable, including, but not limited to, tests of the subsurface and soil conditions to ascertain the existence of any hazards as well as the suitability of the Parcel or Lot 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. Except pursuant to any separate written agreement executed by Declarant, 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"

WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation

D Neumaier
Signature

DOROTHY NEUMAIER
Print Name

Tamara J Bamford
Signature

TAMARA J. BAMFORD
Print Name

By: [signature]

Printed Name: Lee C Schmudde

As Its: Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged and executed before me this 17th day of September, 2010, by Lee Schmudde, as Vice President of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, on behalf of the corporation. He/She is personally known to me.

Tamara J Bamford
(Notary Signature)

(NOTARY SEAL)

TAMARA J. BAMFORD
(Notary Name Printed)

Notary Public State of Florida
Tamara J Bamford
My Commission DD609725
Expires 10/30/2010

NOTARY PUBLIC

Commission No. DD609725

JOINDER AND CONSENT OF HOTEL PARCEL OWNER

FS ORLANDO, LLC, a Delaware limited liability company, having an address of 1165 Leslie Street, Toronto, Ontario, Canada M3C2K8, the present Hotel Parcel Owner under the Master Declaration of Covenants, Conditions, Restrictions and Obligations for Northeast Resort Parcel dated as of August 15, 2008, and recorded in Official Records Book 9745, Page 8186, *et. seq.*, of the Public Records of Orange County, Florida, joins in the execution of this Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Obligations for Golden Oak (formerly Northeast Resort Parcel) for the purpose of evidencing its consent thereto and approval thereof.

FS ORLANDO, LLC, a Delaware limited liability company

By: FS Orlando Holdings, Inc., a Delaware corporation

As Its: Sole Member

By: S. Cohen L Vandergast

Name: Sarah Cohen Laurel Vandergagt

As Its: Director Director

WITNESSES:

Kelly Francis

Kelly Francis Admin Assist (Printed Name)

Kelly Francis

Kelly Francis Admin Assist (Printed Name)

PROVINCE OF ONTARIO
CITY OF TORONTO

The foregoing instrument was acknowledged before me this 14th day of September, 2010, by S. Cohen + L. Vandergast as Director of FS Orlando Holdings, Inc., a Delaware corporation, as sole member of FS Orlando, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me ~~or he/she has produced _____ (insert type of identification) as identification~~.

NOTARY PUBLIC:

Marilyn Ryan

(Signature)
Notary Public, Province of Ontario

Name of Notary Public typed, printed or stamped here:

(NOTARIAL SEAL)

JOINDER AND CONSENT OF FRACTIONAL PARCEL OWNER

FS ORLANDO RESIDENTIAL, LLC, a Delaware limited liability company, having an address of 1165 Leslie Street, Toronto, Ontario, Canada M3C2K8, the present Fractional Parcel Owner under the Master Declaration of Covenants, Conditions, Restrictions and Obligations for Northeast Resort Parcel dated as of August 15, 2008, and recorded in Official Records Book 9745, Page 8186, *et. seq.*, of the Public Records of Orange County, Florida, joins in the execution of this Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Obligations for Golden Oak (formerly Northeast Resort Parcel) for the purpose of evidencing its consent thereto and approval thereof.

FS ORLANDO RESIDENTIAL, LLC, a Delaware limited liability company

By: FS Orlando Holdings, Inc., a Delaware corporation

As Its: Sole Member

By: S. Cohen, L. Vanderjagt

Name: Sarah Cohen Laurel Vanderjagt

As Its: Director Director

WITNESSES:

Kelly Francis

Kelly Francis Admin Assist. (Printed Name)

Kelly Francis

Kelly Francis Admin Assist. (Printed Name)

PROVINCE OF ONTARIO
CITY OF TORONTO

The foregoing instrument was acknowledged before me this 14th day of September, 2010, by S. Cohen + L. Vanderjagt as Director of FS Orlando Holdings, Inc., a Delaware corporation, as sole member of FS Orlando Residential, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me ~~or he/she has produced _____ (insert type of identification) as identification.~~

NOTARY PUBLIC:

Marilyn Ryan

(Signature)
Notary Public, Province of Ontario

Name of Notary Public typed, printed or stamped here:

(NOTARIAL SEAL)

JOINDER AND CONSENT OF GOLF PARCEL OWNER

FS ORLANDO GOLF, LLC, a Delaware limited liability company, having an address of 1165 Leslie Street, Toronto, Ontario, Canada M3C2K8, the present Golf Parcel Owner under the Master Declaration of Covenants, Conditions, Restrictions and Obligations for Northeast Resort Parcel dated as of August 15, 2008, and recorded in Official Records Book 9745, Page 8186, *et. seq.*, of the Public Records of Orange County, Florida, joins in the execution of this Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Obligations for Golden Oak (formerly Northeast Resort Parcel) for the purpose of evidencing its consent thereto and approval thereof.

FS ORLANDO GOLF, LLC, a Delaware limited liability company

By: FS Orlando Holdings, Inc., a Delaware corporation

As Its: Sole Member

By: S. Cohen Vandejagt

Name: Sarah Cohen Laurel Vandejagt

As Its: Director Director

WITNESSES:

_____

Kelly Francis Admin Assist. (Printed Name)

_____

Kelly Francis Admin Assist. (Printed Name)

PROVINCE OF ONTARIO
CITY OF TORONTO

The foregoing instrument was acknowledged before me this 14th day of September, 2010, by S. Cohen + L. Vandejagt as Director of FS Orlando Holdings, Inc., a Delaware corporation, as sole member of FS Orlando Golf, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me ~~or he/she has produced _____ (insert type of identification) as identification~~.

NOTARY PUBLIC:

_____
(Signature)
Notary Public, Province of Ontario

Name of Notary Public typed, printed or stamped here:

_____

(NOTARIAL SEAL)

JOINDER AND CONSENT OF
GOLDEN OAK DEVELOPMENT, LLC

GOLDEN OAK DEVELOPMENT, LLC, a Florida limited liability company, having an address of 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, the present Owner of that portion of the Property described on Exhibit D-1 of this Master Declaration, joins in the execution of this Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Obligations for Golden Oak (formerly Northeast Resort Parcel) for the purpose of evidencing its consent thereto and approval thereof.

GOLDEN OAK DEVELOPMENT, LLC,
a Florida limited liability company

By: _____
Page Pierce

As Its: Manager

WITNESSES:

_____
Diana M. Alvez (Printed Name)

_____
LORRAINE M. SHEEHAN (Printed Name)

COUNTY OF ORANGE
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 20th day of September, 2010, by Page Pierce, the Manager of Golden Oak Development, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

NOTARY PUBLIC:

_____
(Signature)
Notary Public, Province of Ontario

Name of Notary Public typed, printed or stamped here:

Notary Public State of Florida
Diana M Alvez
My Commission DD764183
Expires 04/11/2012

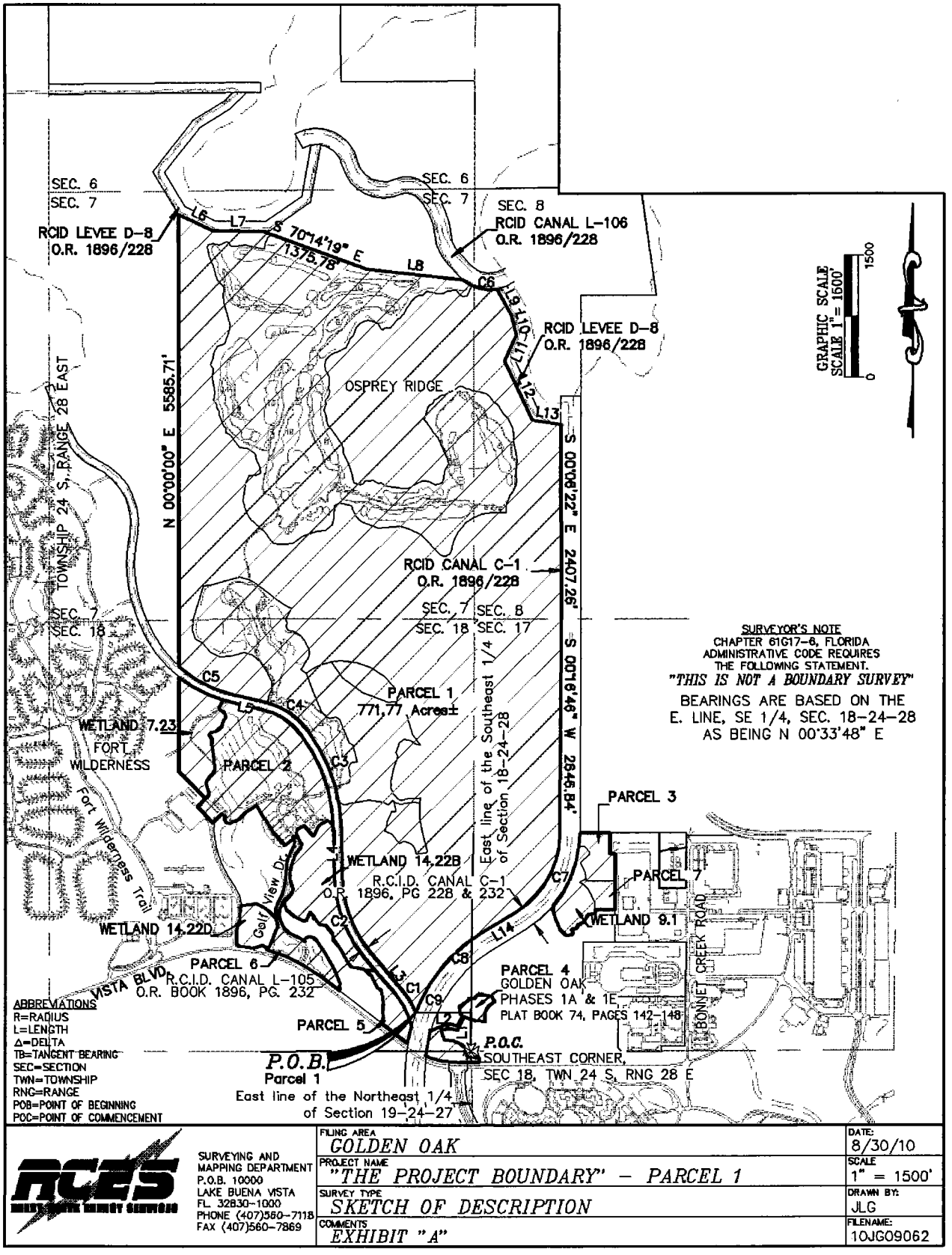
(NOTARIAL SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

[See Next 25 Pages]

NOTE: As of the Effective Date of this Master Declaration, only the lands described in this Exhibit "A" constitute the Property. Although the Additional Southeast Property (described in attached Exhibit "I") and Additional Southwest Property (described in attached Exhibit "J") are not part of the Property as of the Effective Date of this Master Declaration, the Additional Southeast Property is and shall be subject to the scope, encumbrance, operation and effect of the provisions of Articles 2.12, 2.13, 2.56, 2.163.23, 4.2 and 7.14 of this Master Declaration, and the Additional Southwest Property is and shall be subject to the scope, encumbrance, operation and effect of the provisions of Articles 2.14, 2.15, 2.56, 2.163.23, 2.163.24, 4.2 and 7.14 of this Master Declaration.



SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE (407)560-7118 FAX (407)560-7869	FILING AREA: GOLDEN OAK	DATE: 8/30/10
	PROJECT NAME: "THE PROJECT BOUNDARY" – PARCEL 1	SCALE: 1" = 1500'
	SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS: EXHIBIT "A"	FILENAME: 10JG09062

6571

Exhibit "A" - 2

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 00°33'48" E	473.64
L2	N 90°00'00" W	702.51
L3	N 41°00'06" W	575.00
L4	N 00°45'06" W	555.00
L5	N 77°10'16" W	428.15
L6	S 65°15'58" E	479.64
L7	S 89°41'58" E	643.58
L8	S 83°39'34" E	1222.77
L9	S 28°21'00" E	366.87
L10	S 14°23'57" E	248.93
L11	S 24°39'11" W	356.42
L12	S 25°27'41" E	811.58
L13	S 81°44'19" E	361.43
L14	S 59°11'02" W	498.10

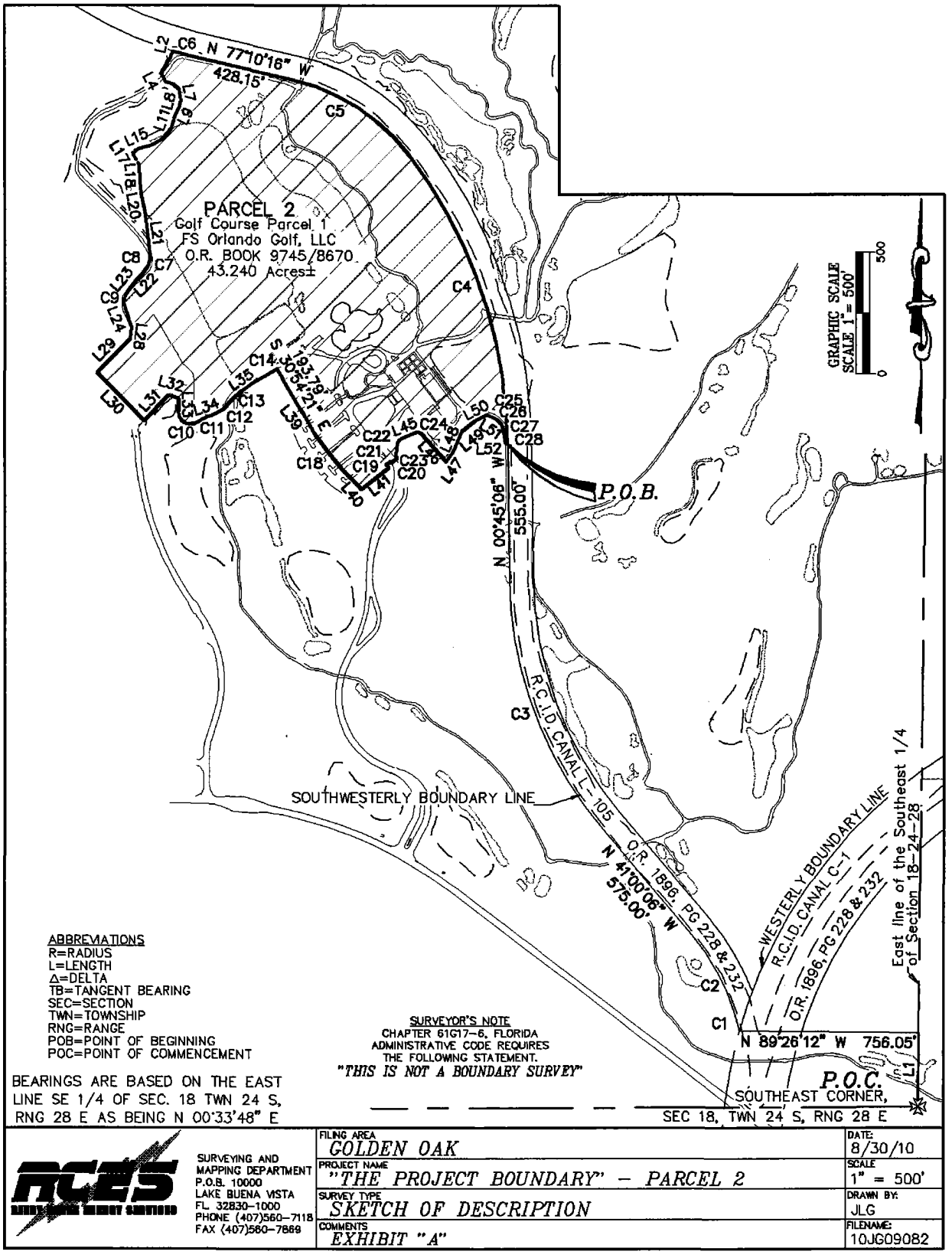
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	998.00	20°08'54"	350.95	N 20°51'12" W
C2	1505.50	40°15'00"	1057.61	
C3	2072.25	36°55'00"	1335.19	
C4	955.13	39°30'10"	658.52	
C5	1531.34	28°10'30"	753.03	
C6	540.00	49°00'57"	461.96	S 51°10'46" E
C7	1146.50	58°54'16"	1178.69	
C8	1975.00	26°13'40"	904.08	
C9	1975.00	11°52'00"	409.04	

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: "THE PROJECT BOUNDARY" – PARCEL 1	SCALE
SURVEY TYPE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "A"	FILENAME: 10JG09062

6572



6573

Exhibit "A" - 4

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 00°33'48" E	301.99
L2	S 16°05'14" W	31.73
L3	S 30°20'55" W	72.69
L4	S 26°32'38" E	36.77
L5	S 71°33'54" E	34.28
L6	S 48°00'46" E	31.84
L7	S 10°47'03" E	46.07
L8	S 14°55'53" W	32.62
L9	S 29°21'28" W	32.28
L10	S 14°55'53" W	25.99
L11	S 19°26'24" W	35.31
L12	S 42°08'15" W	55.51
L13	S 62°31'32" W	53.72
L14	S 73°44'23" W	44.53
L15	S 66°48'05" W	21.56
L16	S 34°41'43" W	21.12
L17	S 32°18'07" E	48.23
L18	S 01°32'39" E	69.34
L19	S 08°20'07" E	47.53
L20	S 10°51'22" E	91.24
L21	S 06°49'36" E	158.12
L22	S 45°57'06" W	33.23
L23	S 39°41'39" W	52.97
L24	S 21°47'11" E	31.17
L25	S 17°20'15" E	26.93
L26	S 15°56'14" E	22.56
L27	S 01°26'27" W	22.53
L28	S 06°57'00" W	23.75
L29	S 44°50'36" W	198.07
L30	S 45°05'06" E	279.46
L31	N 44°47'41" E	145.43
L32	S 74°49'42" E	43.41
L33	S 00°06'31" E	54.31
L34	N 72°04'54" E	26.78
L35	N 55°05'55" E	58.77
L39	S 37°56'18" E	17.87
L40	S 37°57'09" E	16.70
L41	N 51°58'30" E	145.54
L42	N 38°34'51" W	13.88
L43	N 48°40'54" E	30.14
L44	N 08°29'54" E	48.36
L45	N 67°41'07" E	62.92
L46	S 42°49'15" E	158.01
L47	N 36°13'21" E	48.89
L48	N 22°45'12" E	91.63
L49	N 52°12'17" E	66.88
L50	N 62°45'08" E	57.61
L51	S 56°50'08" E	9.40
L52	N 89°14'54" E	8.57

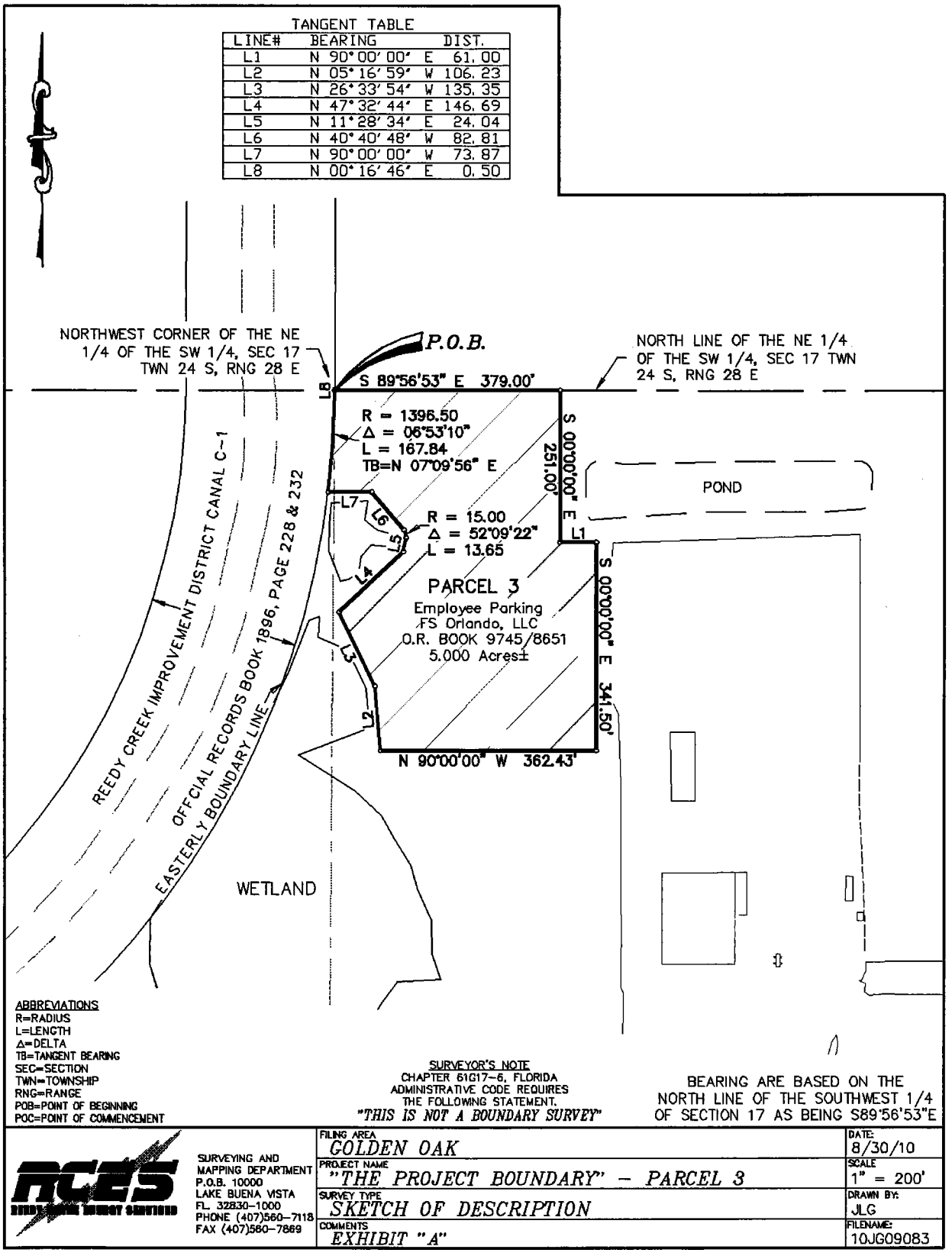
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	898.00	04°56'07"	77.35	N 12°17'03" W
C2	898.00	23°46'56"	372.74	N 17°13'10" W
C3	1605.50	40°15'00"	1127.86	N 41°00'06" W
C4	1972.25	36°55'00"	1270.75	N 00°45'06" W
C5	855.13	39°30'10"	589.57	N 37°40'06" W
C6	1631.34	03°15'12"	92.63	N 77°10'16" W
C7	98.88	31°20'12"	54.08	S 06°49'36" E
C8	116.01	21°26'29"	43.41	S 24°30'37" W
C9	78.28	58°27'24"	79.87	S 40°13'00" W
C10	52.89	104°26'29"	96.41	S 00°06'31" E
C11	158.03	21°54'44"	60.44	N 50°10'10" E
C12	159.35	36°15'00"	100.82	N 72°04'54" E
C13	160.82	19°16'01"	54.08	N 35°49'54" E
C14	762.70	08°52'54"	118.23	N 55°05'55" E
C18	1080.42	20°21'16"	383.82	S 27°45'37" E
C19	3.95	74°25'34"	5.13	N 38°34'51" W
C20	19.64	36°52'37"	12.64	N 35°50'44" E
C21	7.86	78°20'37"	10.75	N 72°43'20" E
C22	24.99	35°00'02"	15.27	N 26°30'09" W
C23	24.99	57°42'22"	25.17	N 09°58'45" E
C24	25.00	57°54'58"	25.27	N 69°59'31" E
C25	95.08	24°56'49"	41.40	S 81°46'57" E
C26	51.81	24°30'18"	22.16	S 56°50'08" E
C27	67.28	19°18'45"	22.68	S 32°19'50" E
C28	343.56	10°10'20"	61.00	S 13°01'05" E

SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

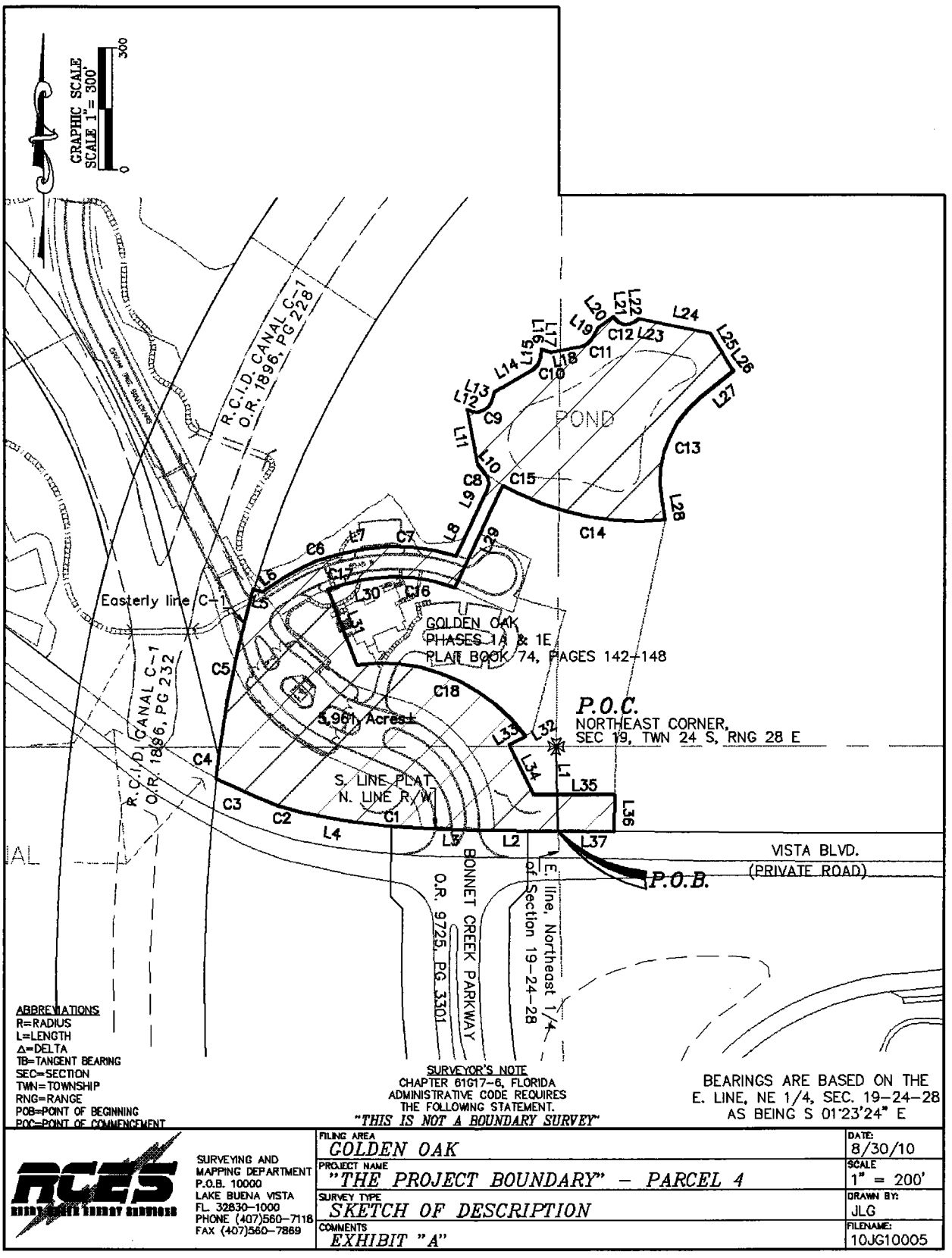
FILING AREA: *GOLDEN OAK*	DATE: 8/30/10
PROJECT NAME: *"THE PROJECT BOUNDARY" – PARCEL 2*	SCALE:
SURVEY TYPE: *TABLES*	DRAWN BY: JLG
COMMENTS: *EXHIBIT "A"*	FILENAME: 10JG09082

6574



6575

Exhibit "A" - 6


GRAPHIC SCALE
SCALE 1" = 300'
300
0
R.C.I.D. CANAL C-1
O.R. 1896, PG 228
POND
Easterly line C-1
R.C.I.D. CANAL C-1
O.R. 1896, PG 232
GOLDEN OAK
PHASES 1A & 1E
PLAT BOOK 74, PAGES 142-148
5.961 Acres±
P.O.C.
NORTHEAST CORNER,
SEC 19, TWN 24 S, RNG 28 E
S. LINE PLAT
N. LINE R/W
VISTA BLVD.
(PRIVATE ROAD)
P.O.B.
BONNET CREEK PARKWAY
O.R. 9725, PG 3301
E. line, Northeast 1/4 of Section 19-24-28
ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE E. LINE, NE 1/4, SEC. 19-24-28 AS BEING S 01°23'24" E
RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA
GOLDEN OAK
DATE:
8/30/10
PROJECT NAME
"THE PROJECT BOUNDARY" - PARCEL 4
SCALE
1" = 200'
SURVEY TYPE
SKETCH OF DESCRIPTION
DRAWN BY:
JLG
COMMENTS
EXHIBIT "A"
FILENAME:
10JG10005

6576

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 01°23'24" E	138.60
L2	N 89°29'03" W	140.07
L3	N 88°11'54" W	77.05
L4	N 80°54'32" W	34.76
L5	S 77°26'49" E	15.23
L6	N 57°39'18" E	39.23
L7	N 80°41'02" E	19.65
L8	N 25°39'57" E	64.96
L9	N 25°47'06" E	55.18
L10	N 38°59'05" W	20.20
L11	N 11°12'12" W	92.85
L12	S 70°25'18" E	8.73
L13	N 18°47'14" E	17.24
L14	N 60°37'06" E	74.35
L15	N 05°23'33" E	13.62
L16	S 69°02'34" E	8.19
L17	S 79°27'13" E	9.12
L18	N 79°21'26" E	51.31
L19	N 32°01'19" E	22.39
L20	N 54°27'13" E	30.48
L21	S 40°08'41" E	4.20
L22	N 54°59'47" E	7.72
L23	S 79°08'26" E	32.43
L24	S 79°11'01" E	90.38
L25	S 32°21'21" E	68.97
L26	S 40°00'26" E	4.52
L27	S 51°43'19" W	72.98
L28	S 10°35'36" E	31.76
L29	S 25°47'06" W	185.57
L30	S 80°41'02" W	19.65
L31	S 21°25'59" E	133.07
L32	S 27°05'44" E	2.50
L33	S 64°03'03" W	29.74
L34	S 25°56'57" E	92.11
L35	N 89°54'29" E	136.37
L36	S 00°35'14" W	60.26
L37	N 89°29'03" W	94.83

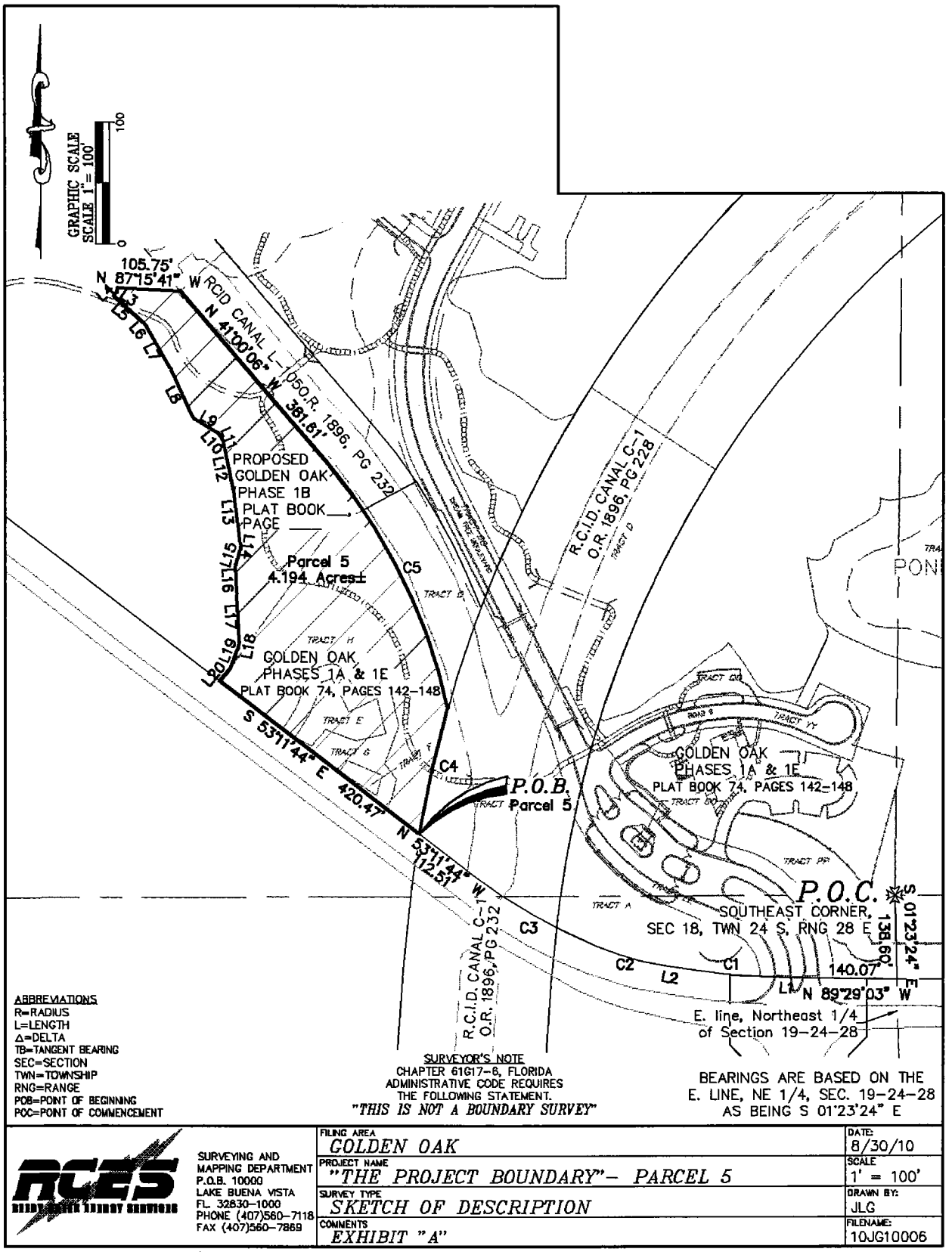
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1109.03	07°17'21"	141.09	
C2	513.39	13°13'42"	118.53	
C3	950.92	04°31'10"	75.01	
C4	3039.02	00°39'48"	35.19	N 06°38'10" E
C5	1725.00	09°21'45"	281.87	
C6	325.00	23°01'44"	130.63	
C7	325.00	27°04'29"	153.58	
C8	25.00	64°46'11"	28.26	
C9	25.00	90°47'28"	39.62	
C10	25.00	55°13'33"	24.10	
C11	25.00	47°20'07"	20.65	
C12	25.00	84°51'32"	37.03	
C13	175.00	62°18'55"	190.33	
C14	443.00	32°33'34"	251.74	S 83°45'27" W
C15	457.00	03°55'51"	31.35	
C16	275.00	29°48'20"	143.06	N 69°30'38" W
C17	275.00	11°18'29"	54.27	
C18	300.00	61°00'20"	319.42	N 81°46'48" E

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7889

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: "THE PROJECT BOUNDARY" – PARCEL 4	SCALE:
SURVEY TYPE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "A"	FILENAME: 10JG10005

6577


GRAPHIC SCALE
SCALE 1" = 100'
0
100
105.75'
N 87°15'41" W
RCID CANAL L-1
O.R. 1896, PG 232
N 41°00'06" W 381.81'
PROPOSED
GOLDEN OAK
PHASE 1B
PLAT BOOK
PAGE
Parcel 5
4.194 Acres±
C5
GOLDEN OAK
PHASES 1A & 1E
PLAT BOOK 74, PAGES 142-148
S 53°11'44" E 420.47'
C4
P.O.B.
Parcel 5
N 53°11'44" W
112.51'
C3
C2
L2
C1
140.07'
L1 N 89°29'03" W
P.O.C.
SOUTHEAST CORNER,
SEC 18, TWN 24 S, RNG 28 E
S 01°23'24" E
138.60'
E. line, Northeast 1/4
of Section 19-24-28
R.C.I.D. CANAL C-1
O.R. 1896, PG 228
R.C.I.D. CANAL C-1
O.R. 1896, PG 232
GOLDEN OAK
PHASES 1A & 1E
PLAT BOOK 74, PAGES 142-148
TRACT A
TRACT B
TRACT D
TRACT E
TRACT F
TRACT G
TRACT H
TRACT PP
TRACT QQ
TRACT RR
TRACT SS
TRACT TT
ROAD 'B'
ROAD 'C'
ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE
E. LINE, NE 1/4, SEC. 19-24-28
AS BEING S 01°23'24" E
RCES
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA
GOLDEN OAK
PROJECT NAME
"THE PROJECT BOUNDARY"- PARCEL 5
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS
EXHIBIT "A"
DATE:
8/30/10
SCALE
1' = 100'
DRAWN BY:
JLG
FILENAME:
10JG10006

6578

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1109.03	07°17'21"	141.09	
C2	513.39	13°13'42"	118.53	
C3	950.92	14°29'06"	240.40	
C4	1975.00	06°11'11"	213.25	N 09°52'34" E
C5	898.00	28°43'03"	450.09	N 12°17'03" W

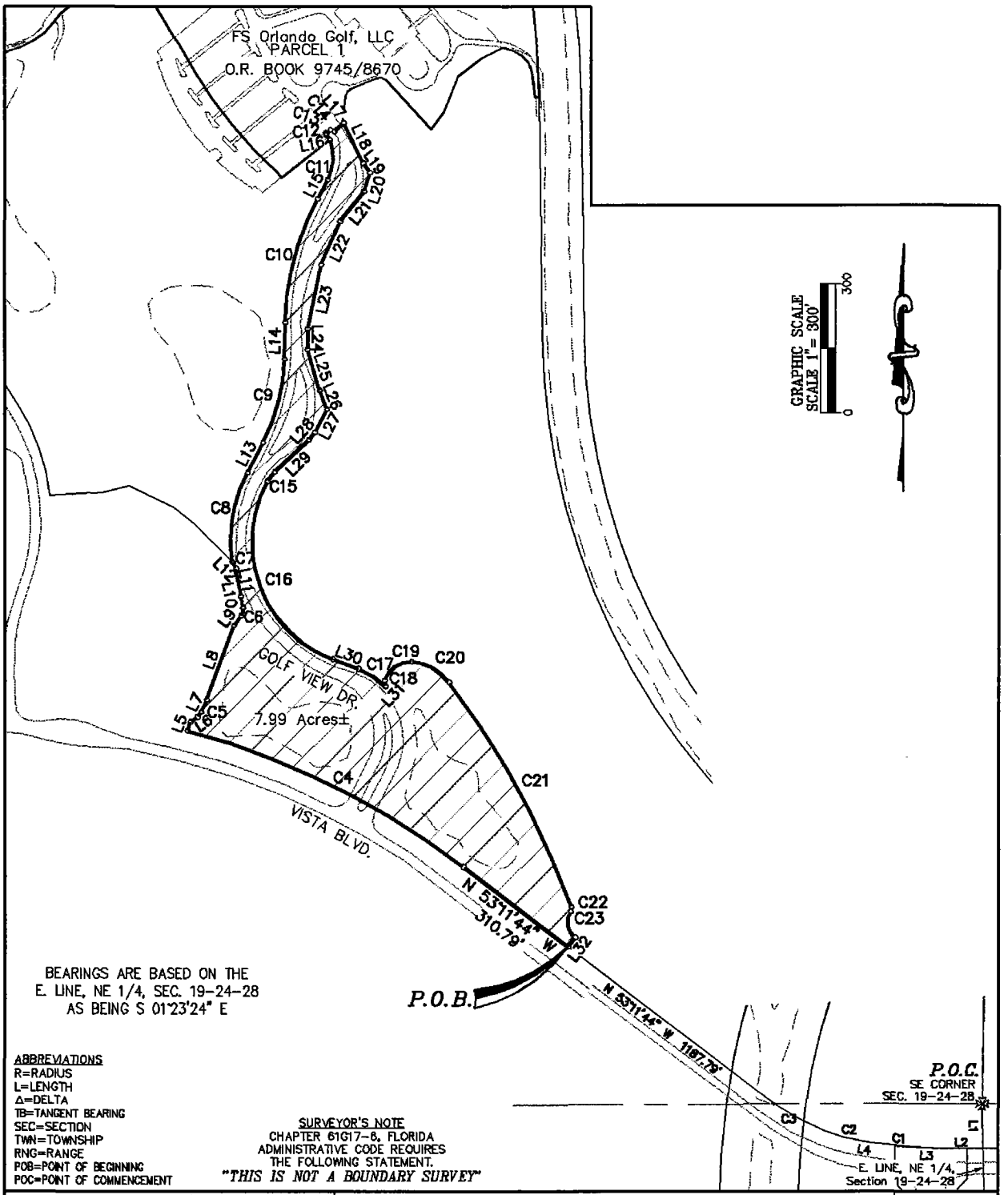
TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 88°11'54" W	77.05
L2	N 80°54'32" W	34.76
L3	S 10°00'56" W	7.48
L4	S 48°59'37" W	6.90
L5	S 48°27'53" E	67.86
L6	S 39°24'46" E	7.84
L7	S 30°20'01" E	80.29
L8	S 24°43'45" E	88.92
L9	S 58°22'27" E	49.28
L10	S 40°00'00" E	8.68
L11	S 21°06'04" E	7.75
L12	S 12°07'10" E	81.07
L13	S 07°48'49" E	92.97
L14	S 08°51'53" W	7.72
L15	S 17°46'17" W	25.39
L16	S 02°18'39" E	47.37
L17	S 02°51'28" E	80.83
L18	S 11°04'31" W	9.58
L19	S 22°04'40" W	36.18
L20	S 40°52'40" W	26.51

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: "THE PROJECT BOUNDARY"- PARCEL 5	SCALE: 1" = 100'
SURVEY TYPE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "A"	FILENAME: 10JG10006

6579



SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE (407)560-7118 FAX (407)560-7869	FILING AREA: GOLDEN OAK	DATE: 8/30/10
	PROJECT NAME: "THE PROJECT BOUNDARY" - PARCEL 6	SCALE: 1" = 200'
	SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS: EXHIBIT "A"	FILENAME: 10JG10007

6580

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 01°23'24" E	138.60
L2	N 89°29'03" W	140.07
L3	N 88°11'54" W	77.05
L4	N 80°54'32" W	34.76
L5	N 18°42'59" E	22.23
L6	N 55°12'27" E	19.76
L7	N 25°05'40" E	31.33
L8	N 20°23'46" E	184.90
L9	N 36°16'00" E	28.53
L10	N 10°02'35" W	27.27
L11	N 10°02'35" W	65.74
L12	N 45°16'16" W	3.66
L13	N 27°55'55" E	81.03
L14	N 01°26'36" E	85.69
L15	N 28°34'43" E	51.05
L16	N 38°34'51" W	13.88
L17	N 48°40'54" E	30.14
L18	S 26°29'23" E	104.81
L19	S 34°56'26" E	27.03
L20	S 17°00'45" W	45.16
L21	S 39°26'51" W	91.52
L22	S 23°46'35" W	109.94
L23	S 12°21'10" W	151.79
L24	S 00°32'57" W	48.45
L25	S 17°13'11" E	99.26
L26	S 21°03'09" E	47.93
L27	S 28°03'16" W	61.53
L28	S 41°27'39" W	22.84
L29	S 47°02'26" W	110.76
L30	S 70°16'13" E	65.03
L31	N 43°43'10" E	0.99
L32	S 36°48'16" W	27.88

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1109.03	07°17'21"	141.09	
C2	513.39	13°13'42"	118.53	
C3	950.92	14°29'06"	240.40	
C4	1908.34	22°05'51"	736.00	
C5	25.00	33°58'13"	14.82	
C6	25.00	46°18'35"	20.21	
C7	25.00	35°13'41"	15.37	
C8	343.87	35°36'27"	213.70	N 07°40'32" W
C9	439.50	26°29'19"	203.19	
C10	632.56	27°08'07"	299.58	
C11	108.52	51°00'47"	96.62	
C12	3.95	74°25'35"	5.13	
C13	19.64	36°52'37"	12.64	
C14	7.86	78°20'37"	10.75	
C15	90.00	18°08'34"	28.50	
C16	291.87	99°10'05"	505.17	
C17	179.50	24°24'35"	76.47	
C18	12.00	64°53'16"	13.59	N 46°16'50" W
C19	64.18	75°06'57"	84.13	
C20	121.77	48°31'15"	103.12	
C21	1975.00	17°28'59"	602.64	
C22	12.00	54°27'51"	11.41	
C23	44.00	87°23'13"	67.11	

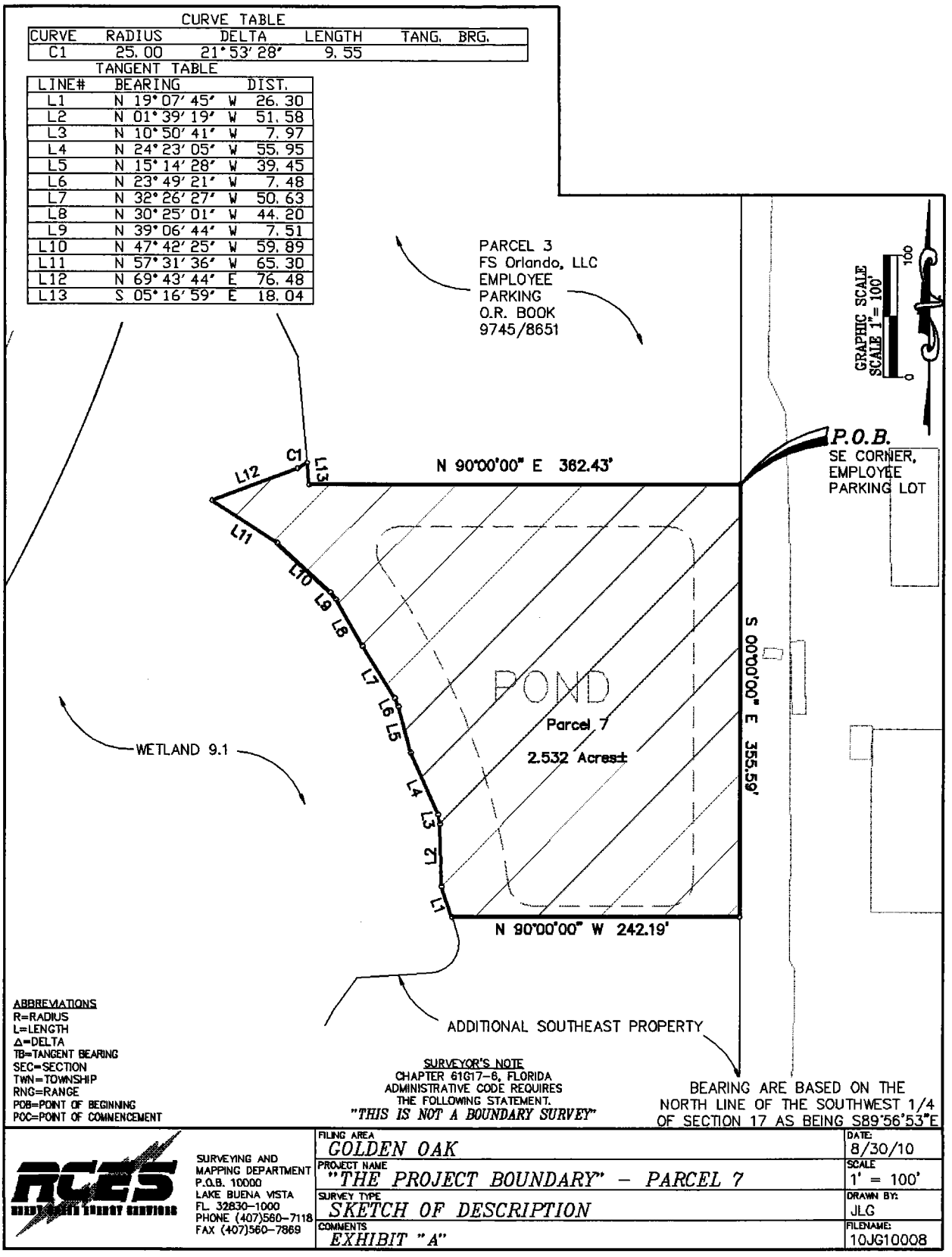
RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK
PROJECT NAME: "THE PROJECT BOUNDARY" - PARCEL 6
SURVEY TYPE: TABLES
COMMENTS: EXHIBIT "A"

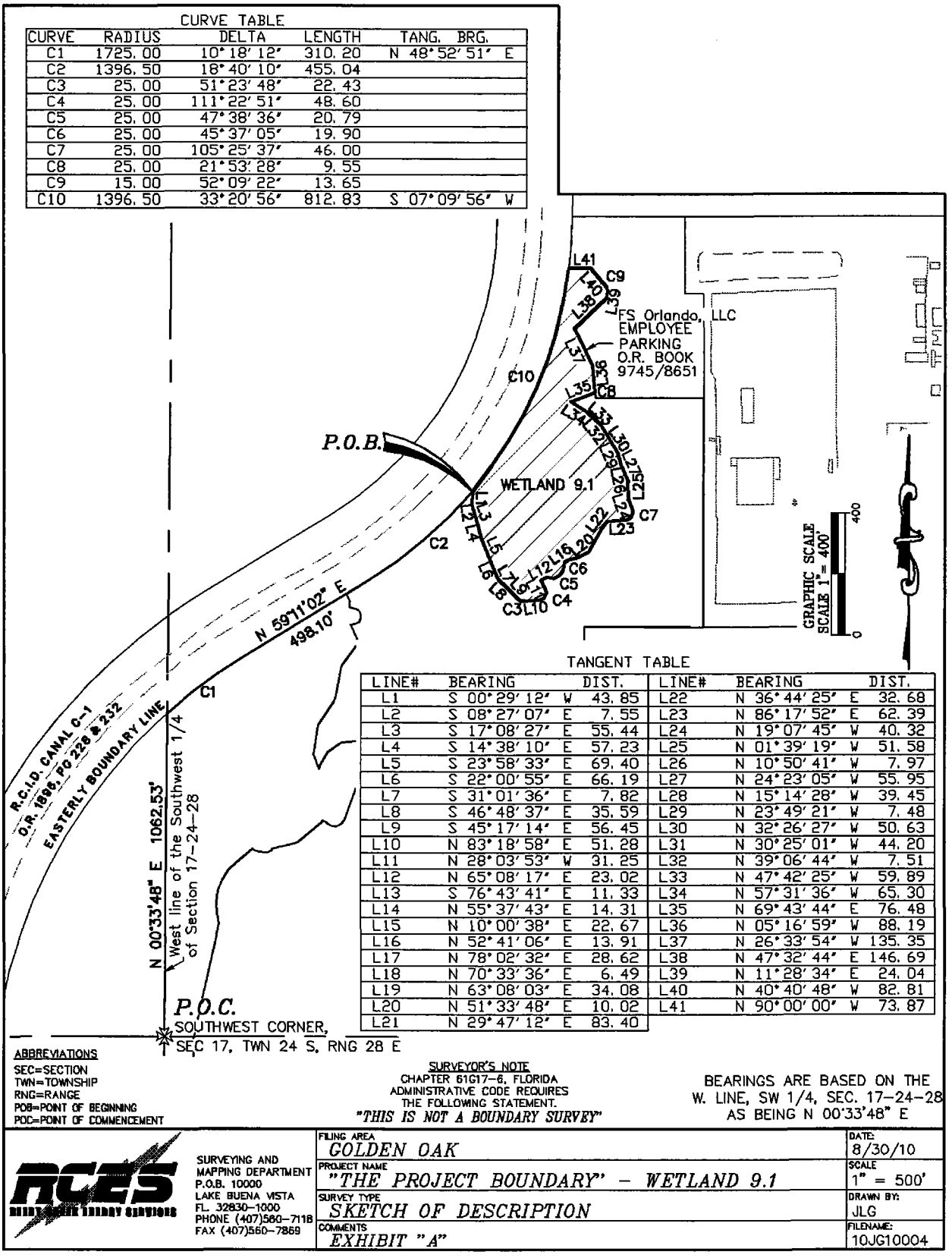
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SCALE: 1" = 200'
DRAWN BY: JLG
FILENAME: 10JG10007

6581

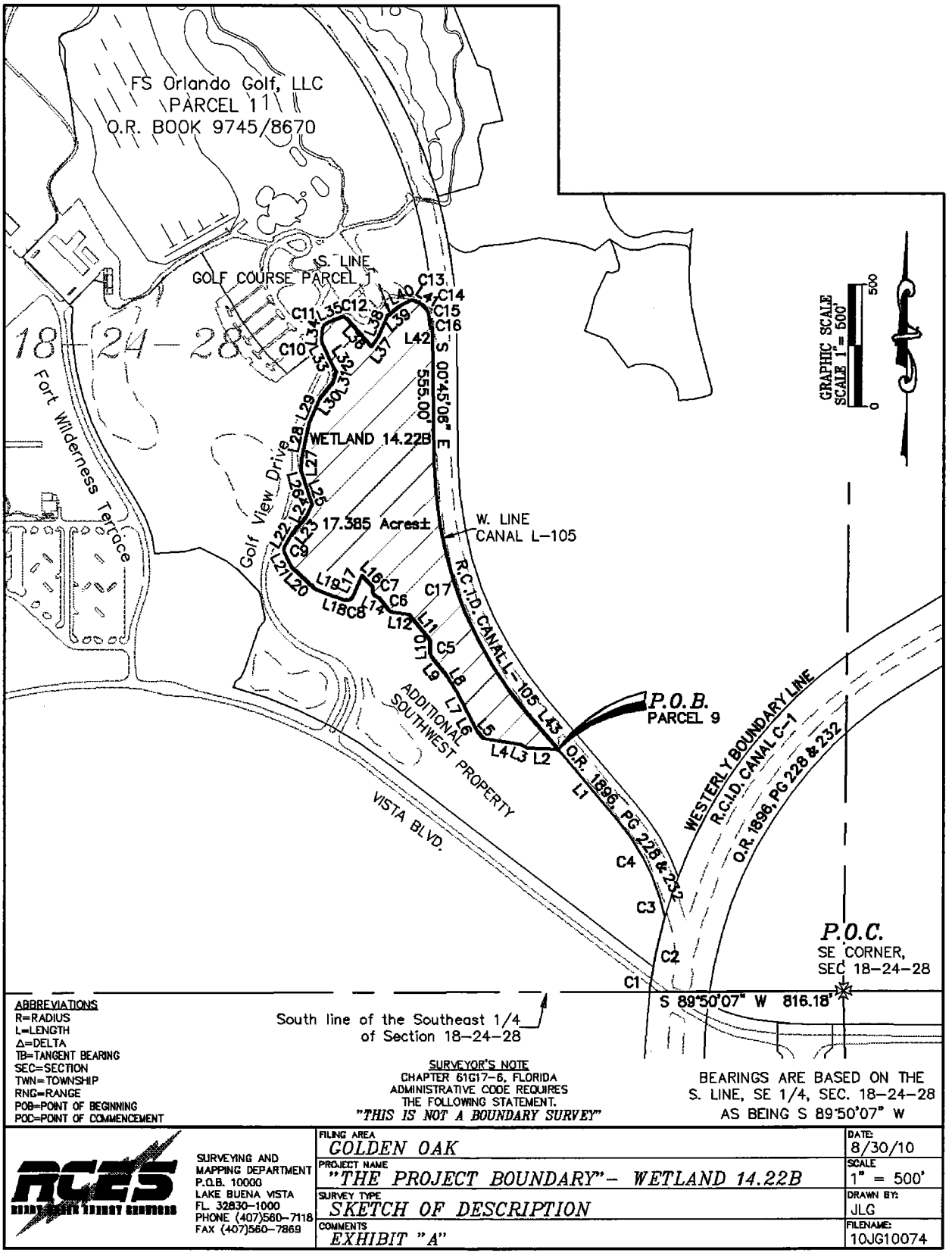
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9/2/10


CURVE TABLE
CURVE RADIUS DELTA LENGTH TANG. BRG.
C1 25.00 21°53'28" 9.55
TANGENT TABLE
LINE# BEARING DIST.
L1 N 19°07'45" W 26.30
L2 N 01°39'19" W 51.58
L3 N 10°50'41" W 7.97
L4 N 24°23'05" W 55.95
L5 N 15°14'28" W 39.45
L6 N 23°49'21" W 7.48
L7 N 32°26'27" W 50.63
L8 N 30°25'01" W 44.20
L9 N 39°06'44" W 7.51
L10 N 47°42'25" W 59.89
L11 N 57°31'36" W 65.30
L12 N 69°43'44" E 76.48
L13 S 05°16'59" E 18.04
PARCEL 3
FS Orlando, LLC
EMPLOYEE
PARKING
O.R. BOOK
9745/8651
GRAPHIC SCALE
SCALE 1" = 100'
100
0
P.O.B.
SE CORNER,
EMPLOYEE
PARKING LOT
N 90°00'00" E 382.43'
S 00°00'00" E 355.59'
N 90°00'00" W 242.19'
POND
Parcel 7
2.532 Acres±
WETLAND 9.1
ADDITIONAL SOUTHEAST PROPERTY
ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARING ARE BASED ON THE
NORTH LINE OF THE SOUTHWEST 1/4
OF SECTION 17 AS BEING S89°56'53"E
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA
GOLDEN OAK
PROJECT NAME
"THE PROJECT BOUNDARY" - PARCEL 7
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS
EXHIBIT "A"
DATE:
8/30/10
SCALE
1" = 100'
DRAWN BY:
JLG
FILENAME:
10JG10008

6582


CURVE TABLE
CURVE | RADIUS | DELTA | LENGTH | TANG. BRG.
C1 | 1725.00 | 10°18'12" | 310.20 | N 48°52'51" E
C2 | 1396.50 | 18°40'10" | 455.04 |
C3 | 25.00 | 51°23'48" | 22.43 |
C4 | 25.00 | 111°22'51" | 48.60 |
C5 | 25.00 | 47°38'36" | 20.79 |
C6 | 25.00 | 45°37'05" | 19.90 |
C7 | 25.00 | 105°25'37" | 46.00 |
C8 | 25.00 | 21°53'28" | 9.55 |
C9 | 15.00 | 52°09'22" | 13.65 |
C10 | 1396.50 | 33°20'56" | 812.83 | S 07°09'56" W
FS Orlando, LLC
EMPLOYEE PARKING
O.R. BOOK 9745/8651
P.O.B.
WETLAND 9.1
N 59°11'02" E 498.10'
R.C.I.D. CANAL C-1
O.R. 1896, PG 228 & 232
EASTERLY BOUNDARY LINE
N 00°33'48" E 1062.53'
West line of the Southwest 1/4 of Section 17-24-28
P.O.C.
SOUTHWEST CORNER, SEC 17, TWN 24 S, RNG 28 E
GRAPHIC SCALE
SCALE 1" = 400'
400
0
TANGENT TABLE
LINE# | BEARING | DIST. | LINE# | BEARING | DIST.
L1 | S 00°29'12" W | 43.85 | L22 | N 36°44'25" E | 32.68
L2 | S 08°27'07" E | 7.55 | L23 | N 86°17'52" E | 62.39
L3 | S 17°08'27" E | 55.44 | L24 | N 19°07'45" W | 40.32
L4 | S 14°38'10" E | 57.23 | L25 | N 01°39'19" W | 51.58
L5 | S 23°58'33" E | 69.40 | L26 | N 10°50'41" W | 7.97
L6 | S 22°00'55" E | 66.19 | L27 | N 24°23'05" W | 55.95
L7 | S 31°01'36" E | 7.82 | L28 | N 15°14'28" W | 39.45
L8 | S 46°48'37" E | 35.59 | L29 | N 23°49'21" W | 7.48
L9 | S 45°17'14" E | 56.45 | L30 | N 32°26'27" W | 50.63
L10 | N 83°18'58" E | 51.28 | L31 | N 30°25'01" W | 44.20
L11 | N 28°03'53" W | 31.25 | L32 | N 39°06'44" W | 7.51
L12 | N 65°08'17" E | 23.02 | L33 | N 47°42'25" W | 59.89
L13 | S 76°43'41" E | 11.33 | L34 | N 57°31'36" W | 65.30
L14 | N 55°37'43" E | 14.31 | L35 | N 69°43'44" E | 76.48
L15 | N 10°00'38" E | 22.67 | L36 | N 05°16'59" W | 88.19
L16 | N 52°41'06" E | 13.91 | L37 | N 26°33'54" W | 135.35
L17 | N 78°02'32" E | 28.62 | L38 | N 47°32'44" E | 146.69
L18 | N 70°33'36" E | 6.49 | L39 | N 11°28'34" E | 24.04
L19 | N 63°08'03" E | 34.08 | L40 | N 40°40'48" W | 82.81
L20 | N 51°33'48" E | 10.02 | L41 | N 90°00'00" W | 73.87
L21 | N 29°47'12" E | 83.40
ABBREVIATIONS
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE W. LINE, SW 1/4, SEC. 17-24-28 AS BEING N 00°33'48" E
RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA: GOLDEN OAK
DATE: 8/30/10
PROJECT NAME: "THE PROJECT BOUNDARY" - WETLAND 9.1
SCALE: 1" = 500'
SURVEY TYPE: SKETCH OF DESCRIPTION
DRAWN BY: JLG
COMMENTS: EXHIBIT "A"
FILENAME: 10JG10004

6583



ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

South line of the Southeast 1/4 of Section 18-24-28

SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE S. LINE, SE 1/4, SEC. 18-24-28 AS BEING S 89°50'07" W

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: *GOLDEN OAK*	DATE: 8/30/10
PROJECT NAME: *"THE PROJECT BOUNDARY"- WETLAND 14.22B*	SCALE: 1" = 500'
SURVEY TYPE: *SKETCH OF DESCRIPTION*	DRAWN BY: JLG
COMMENTS: *EXHIBIT "A"*	FILENAME: 10JG10074

6584

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 41°00'06" W	381.61
L2	N 87°15'41" W	130.57
L3	N 63°21'34" W	33.90
L4	N 81°08'52" W	154.09
L5	N 39°33'00" W	38.53
L6	N 28°54'14" W	86.79
L7	N 28°30'43" W	101.63
L8	N 32°36'46" W	77.00
L9	N 39°30'36" W	98.30
L10	N 02°15'56" W	56.50
L11	N 39°36'59" W	135.27
L12	N 85°04'00" W	67.65
L13	N 38°23'30" W	64.62
L14	N 64°16'05" W	16.33
L15	N 05°37'20" W	20.54
L16	N 44°31'28" W	62.56
L17	S 23°42'54" W	95.95
L18	N 71°30'56" W	65.59
L19	N 67°45'46" W	71.42
L20	N 47°09'12" W	129.61
L21	N 28°09'10" W	67.04
L22	N 30°07'52" E	66.18
L23	N 41°27'39" E	82.62
L24	N 28°03'16" E	61.53
L25	N 21°03'09" W	47.93
L26	N 17°13'11" W	99.26
L27	N 00°32'57" E	48.45
L28	N 12°21'10" E	151.79
L29	N 23°46'35" E	109.94
L30	N 39°26'51" E	91.52
L31	N 17°00'45" E	45.16
L32	N 34°56'26" W	27.03
L33	N 26°29'23" W	104.81
L34	N 08°29'54" E	48.36
L35	N 67°41'07" E	62.92
L36	S 42°49'15" E	158.01
L37	N 36°13'21" E	48.89
L38	N 22°45'12" E	91.63
L39	N 52°12'17" E	66.88
L40	N 62°45'08" E	57.61
L41	S 56°50'08" E	9.40
L42	N 89°14'54" E	8.57
L43	S 41°00'06" E	193.39

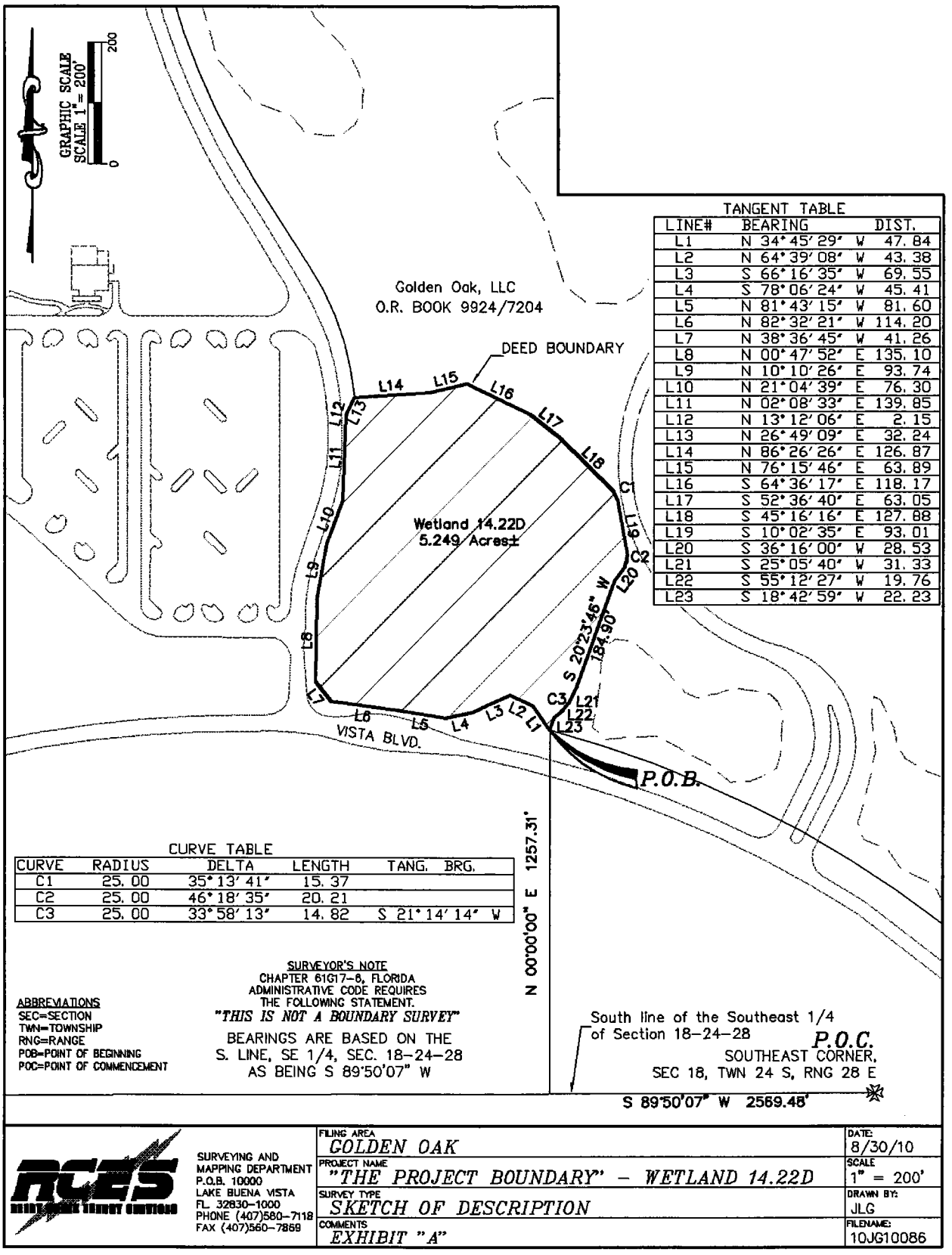
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	3289.02	00°17'07"	16.37	N 07°00'52" E
C2	1975.00	08°45'46"	302.06	N 07°17'58" E
C3	898.00	04°56'07"	77.35	N 12°17'03" W
C4	898.00	23°46'56"	372.74	N 17°13'10" W
C5	25.00	37°14'40"	16.25	N 39°30'36" W
C6	25.00	46°40'29"	20.37	N 85°04'00" W
C7	25.00	58°38'45"	25.59	N 64°16'05" W
C8	25.00	84°46'10"	36.99	S 23°42'54" W
C9	25.00	58°17'03"	25.43	N 28°09'10" W
C10	24.99	35°00'02"	15.27	N 26°30'09" W
C11	24.99	57°42'22"	25.17	N 09°58'45" E
C12	25.00	57°54'58"	25.27	N 69°59'31" E
C13	95.08	24°56'49"	41.40	S 81°46'57" E
C14	51.81	24°30'18"	22.16	S 56°50'08" E
C15	67.28	19°18'45"	22.68	S 32°19'50" E
C16	343.56	10°10'20"	61.00	S 13°01'05" E
C17	1605.50	40°15'00"	1127.86	S 00°45'06" E

SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: *GOLDEN OAK*	DATE: 8/30/10
PROJECT NAME: *"THE PROJECT BOUNDARY"- WETLAND 14.22B*	SCALE: 1" = 500'
SURVEY TYPE: *TABLES*	DRAWN BY: JLG
COMMENTS: *EXHIBIT "A"*	FILENAME: 10JG10074

6585



TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 34°45'29" W	47.84
L2	N 64°39'08" W	43.38
L3	S 66°16'35" W	69.55
L4	S 78°06'24" W	45.41
L5	N 81°43'15" W	81.60
L6	N 82°32'21" W	114.20
L7	N 38°36'45" W	41.26
L8	N 00°47'52" E	135.10
L9	N 10°10'26" E	93.74
L10	N 21°04'39" E	76.30
L11	N 02°08'33" E	139.85
L12	N 13°12'06" E	2.15
L13	N 26°49'09" E	32.24
L14	N 86°26'26" E	126.87
L15	N 76°15'46" E	63.89
L16	S 64°36'17" E	118.17
L17	S 52°36'40" E	63.05
L18	S 45°16'16" E	127.88
L19	S 10°02'35" E	93.01
L20	S 36°16'00" W	28.53
L21	S 25°05'40" W	31.33
L22	S 55°12'27" W	19.76
L23	S 18°42'59" W	22.23

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	25.00	35°13'41"	15.37	
C2	25.00	46°18'35"	20.21	
C3	25.00	33°58'13"	14.82	S 21°14'14" W

ABBREVIATIONS
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE
S. LINE, SE 1/4, SEC. 18-24-28
AS BEING S 89°50'07" W

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)580-7118
FAX (407)560-7869

FILING AREA: *GOLDEN OAK*	DATE: 8/30/10
PROJECT NAME: *"THE PROJECT BOUNDARY" - WETLAND 14.22D*	SCALE: 1" = 200'
SURVEY TYPE: *SKETCH OF DESCRIPTION*	DRAWN BY: JLG
COMMENTS: *EXHIBIT "A"*	FILENAME: 10JG10086

6586

DESCRIPTION OF
THE PROJECT BOUNDARY

PARCEL 1

A parcel of land lying in Sections 7, 8, 17 and 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Southeast 1/4 of said Section 18, N 00°33'48" E, 473.64 feet; thence N 90°00'00" W, 702.51 feet to the point of intersection of the Westerly boundary of Reedy Creek Improvement District Canal C-1 and the Northerly boundary of Canal L-105 as recorded in Official Records Book 1896, Pages 228 and 232 of the Public Records of this County and the Point of Beginning, also being a point on a non-tangent curve concave Southwesterly having a radius of 998.00 feet, and a central angle of 20°08'54"; thence from a tangent bearing of N 20°51'12" W run Northwesterly along the arc of said curve and the Northerly boundary of said Canal L-105, 350.95 feet; thence continue along said Northerly boundary the following courses; N 41°00'06" W, 575.00 feet to a point of curvature of a curve concave Easterly having a radius of 1505.50 feet, and a central angle of 40°15'00"; run Northerly along the arc of said curve, 1057.61 feet; N 00°45'06" W, 555.00 feet to a point of curvature of a curve concave Westerly having a radius of 2072.25 feet, and a central angle of 36°55'00"; run Northerly along the arc of said curve, 1335.19 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 955.13 feet, and a central angle of 39°30'10"; run Northwesterly along the arc of said curve, 658.52 feet; N 77°10'16" W, 428.15 feet to a point of curvature of a curve concave Northeasterly having a radius of 1531.34 feet, and a central angle of 28°10'30"; run Northwesterly along the arc of said curve, 753.03 feet; thence departing said Canal run N 00°00'00" E, 5585.71 feet to a point on the Southerly boundary of RCID Levee D-8 as recorded in Official Records Book 1896, Page 228 of the Public Records of this County; thence run along said Levee D-8 the following two courses; S 65°15'58" E, 479.64 feet; S 89°41'58" E, 643.58 feet; thence S 70°14'19" E, 1375.78 feet; thence S 83°39'34" E, 1222.77 feet to a point on the Southerly boundary of RCID Canal L-106 as recorded in Official Records Book 1896, Page 228 of the Public Records of this County, and a point on a non-tangent curve concave Northerly having a radius of 540.00 feet, and a central angle of 49°00'57"; thence from a tangent bearing of S 51°10'46" E run Easterly along the arc of said curve and Canal, 461.96 feet; thence run along the Westerly boundary of RCID Levee D-8 and Canal C-1 as recorded in Official Records Book 1896, Page 228 of the Public Records of this County the following courses; S 28°21'00" E, 366.87 feet; S 14°23'57" E, 248.93 feet; S 24°39'11" W, 356.42 feet; S 25°27'41" E, 811.58 feet; S 81°44'19" E, 361.43 feet; S 00°06'22" E, 2407.26 feet; S 00°16'46" W, 2646.84 feet to a point of curvature of a curve concave Northwesterly having a radius of 1146.50 feet, and a central angle of 58°54'16"; run Southwesterly along the arc of said curve, 1178.69 feet; S 59°11'02" W, 498.10 feet to a point of curvature of a curve concave Southeasterly having a radius of 1975.00 feet, and a central angle of 26°13'40"; run Southwesterly along the arc of said curve, 904.08 feet to a point of compound curvature of a curve concave Southeasterly having a radius of 1975.00 feet, and a central angle of 11°52'00"; thence run Southwesterly along the arc of said curve, 409.04 feet to the Point of Beginning, containing 771.77, more or less.

Together with

PARCEL 2

A parcel of land described in a deed in favor of FS Orlando, LLC recorded in Official Records Book 9745, Page 8670 and lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Southeast 1/4 of said Section 18 N 00°33'48" E, 301.99 feet; thence N 89°26'12" W, 756.05 feet to the intersection of Westerly boundary of Reedy Creek Improvement District Canal C-1 and the Southwesterly boundary of Reedy Creek Improvement District Canal L-105 as recorded in Official Records Book 1896, pages 228 and 232 of the public records of this county, said point being a point on a non-tangent curve concave Westerly having a radius of 898.00 feet, and a central angle of

04°56'07"; thence from a tangent bearing of N 12°17'03" W run Northerly along the arc of said curve and the Southwesterly boundary of L-105, 77.35 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 898.00 feet, and a central angle of 23°46'56"; thence run Northwesterly along the arc of said curve and Southwesterly boundary of L-105, 372.74 feet; thence continue along said Southwesterly boundary the following eight courses N 41°00'06" W, 575.00 feet to a point of curvature of a curve concave Easterly having a radius of 1605.50 feet, and a central angle of 40°15'00"; run Northerly along the arc of said curve, 1127.86 feet; N 00°45'06" W, 555.00 feet to the Point of Beginning to a point on a non-tangent curve concave Westerly having a radius of 1972.25 feet, and a central angle of 36°55'00"; from a tangent bearing of N 00°45'06" W run Northerly along the arc of said curve, 1270.75 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 855.13 feet, and a central angle of 39°30'10"; run Northwesterly along the arc of said curve, 589.57 feet; N 77°10'16" W, 428.15 feet to a point of curvature of a curve concave Northerly having a radius of 1631.34 feet, and a central angle of 03°15'12"; run Westerly along the arc of said curve, 92.63 feet; thence departing said Canal run, S 16°05'14" W, 31.73 feet; thence S 30°20'55" W, 72.69 feet; thence S 26°32'38" E, 36.77 feet; thence S 71°33'54" E, 34.28 feet; thence S 48°00'46" E, 31.84 feet; thence S 10°47'03" E, 46.07 feet; thence S 14°55'53" W, 32.62 feet; thence S 29°21'28" W, 32.28 feet; thence S 14°55'53" W, 25.99 feet; thence S 19°26'24" W, 35.31 feet; thence S 42°08'15" W, 55.51 feet; thence S 62°31'32" W, 53.72 feet; thence S 73°44'23" W, 44.53 feet; thence S 66°48'05" W, 21.56 feet; thence S 34°41'43" W, 21.12 feet; thence S 32°18'07" E, 48.23 feet; thence S 01°32'39" E, 69.34 feet; thence S 08°20'07" E, 47.53 feet; thence S 10°51'22" E, 91.24 feet; thence S 06°49'36" E, 158.12 feet to a point of curvature of a curve concave Westerly having a radius of 98.88 feet, and a central angle of 31°20'12"; thence run Southerly along the arc of said curve, 54.08 feet, to a point of compound curvature of a curve concave Northwesterly having a radius of 116.01 feet, and a central angle of 21°26'29"; thence run Southwesterly along the arc of said curve, 43.41 feet; thence S 45°57'06" W, 33.23 feet; thence S 39°41'39" W, 52.97 feet to a point on a non-tangent curve concave Easterly having a radius of 78.28 feet, and a central angle of 58°27'24"; thence from a tangent bearing of S 40°13'00" W run Southerly along the arc of said curve, 79.87 feet; thence S 21°47'11" E, 31.17 feet; thence S 17°20'15" E, 26.93 feet; thence S 15°56'14" E, 22.56 feet; thence S 01°26'27" W, 22.53 feet; thence S 06°57'00" W, 23.75 feet; thence S 44°50'36" W, 198.07 feet; thence S 45°05'06" E, 279.46 feet; thence N 44°47'41" E, 145.43 feet; thence S 74°49'42" E, 43.41 feet; thence S 00°06'31" E, 54.31 feet to a point of curvature of a curve concave Northeasterly having a radius of 52.89 feet, and a central angle of 104°26'29"; thence run Southeasterly along the arc of said curve, 96.41 feet, to a point on a non-tangent curve concave Southeasterly having a radius of 158.03 feet, and a central angle of 21°54'44"; thence from a tangent bearing of N 50°10'10" E run Northeasterly along the arc of said curve, 60.44 feet; thence N 72°04'54" E, 26.78 feet to a point of curvature of a curve concave Northwesterly having a radius of 159.35 feet, and a central angle of 36°15'00"; thence run Northeasterly along the arc of said curve, 100.82 feet, to a point of reverse curvature of a curve concave Southeasterly having a radius of 160.82 feet, and a central angle of 19°16'01"; thence run Northeasterly along the arc of said curve, 54.08 feet; thence N 55°05'55" E, 58.77 feet to a point of curvature of a curve concave Southeasterly having a radius of 762.70 feet, and a central angle of 08°52'54"; thence run Northeasterly along the arc of said curve, 118.23 feet; thence S 30°54'21" E, 193.79 feet; thence S 37°56'18" E, 17.87 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1080.42 feet, and a central angle of 20°21'16"; thence from a tangent bearing of S 27°45'37" E run Southeasterly along the arc of said curve, 383.82 feet; thence S 37°57'09" E, 16.70 feet; thence N 51°58'30" E, 145.54 feet; thence N 38°34'51" W, 13.88 feet to a point of curvature of a curve concave Easterly having a radius of 3.95 feet, and a central angle of 74°25'34"; thence run Northerly along the arc of said curve, 5.13 feet, to a point of compound curvature of a curve concave Southeasterly having a radius of 19.64 feet, and a central angle of 36°52'37"; thence run Northeasterly along the arc of said curve, 12.64 feet, to a point of compound curvature of a curve concave Southerly having a radius of 7.86 feet, and a central angle of 78°20'37"; thence run Easterly along the arc of said curve, 10.75 feet; thence N 48°40'54" E, 30.14 feet to a point on a non-tangent curve concave Easterly having a radius of 24.99 feet, and a central angle of 35°00'02"; thence from a tangent bearing of N 26°30'09" W run Northerly along the arc of said curve, 15.27 feet; thence N 08°29'54" E, 48.36 feet to a point on a non-tangent curve concave Southeasterly having a radius of 24.99 feet, and a central angle of 57°42'22"; thence from a tangent bearing of N 09°58'45" E run Northeasterly along the arc of said curve, 25.17 feet; thence N 67°41'07" E, 62.92 feet to a point on a non-tangent curve concave Southerly having a radius of 25.00 feet, and a central angle of 57°54'58"; thence from a tangent bearing of N 69°59'31" E run Easterly along the arc of said curve, 25.27 feet; thence S 42°49'15" E, 158.01 feet; thence N 36°13'21" E, 48.89 feet; thence N 22°45'12" E, 91.63 feet; thence N 52°12'17" E,

66.88 feet; thence N 62°45'08" E, 57.61 feet to a point on a non-tangent curve concave Southerly having a radius of 95.08 feet, and a central angle of 24°56'49"; thence from a tangent bearing of S 81°46'57" E run Easterly along the arc of said curve, 41.40 feet; thence S 56°50'08" E, 9.40 feet to a point of curvature of a curve concave Southwesterly having a radius of 51.81 feet, and a central angle of 24°30'18"; thence run Southeasterly along the arc of said curve, 22.16 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 67.28 feet, and a central angle of 19°18'45"; thence run Southeasterly along the arc of said curve, 22.68 feet, to a point of compound curvature of a curve concave Westerly having a radius of 343.56 feet, and a central angle of 10°10'20"; thence run Southerly along the arc of said curve, 61.00 feet; thence N 89°14'54" E, 8.57 feet to the Point of Beginning, containing 43.240 Acres, more or less.

Together with

PARCEL 3

A parcel of land described in a deed in favor of FS Orlando, LLC recorded in Official Records Book 9745, Page 8651 and lying in Section 17, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 17, run along the North line of the Northeast 1/4 of the Southwest 1/4 of said Section, S 89°56'53" E, 379.00 feet; thence S 00°00'00" E, 251.00 feet; thence N 90°00'00" E, 61.00 feet; thence S 00°00'00" E, 341.50 feet; thence N 90°00'00" W, 362.43 feet; thence N 05°16'59" W, 106.23 feet; thence N 26°33'54" W, 135.35 feet; thence N 47°32'44" E, 146.69 feet; thence N 11°28'34" E, 24.04 feet to a point of curvature of a curve concave Westerly having a radius of 15.00 feet, and a central angle of 52°09'22"; thence run Northerly along the arc of said curve, 13.65 feet; thence N 40°40'48" W, 82.81 feet; thence N 90°00'00" W, 73.87 feet to point on the Easterly boundary of Reedy Creek Improvement District Canal C-1 as recorded in Official Records Book 1896, Pages 228 and 232 of the Public Records of this County, also being a point on a non-tangent curve concave Westerly having a radius of 1396.50 feet, and a central angle of 06°53'10"; thence from a tangent bearing of N 07°09'56" E run Northerly along the arc of said curve and Canal, 167.84 feet; thence N 00°16'46" E, 0.50 feet to the Point of Beginning, containing 5.00 Acres, more or less.

Together with

PARCEL 4

A parcel of land lying in Sections 17, 18, 19 and 20, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 19, run along the East line of the Northeast 1/4 of said Section 19, S 01°23'24" E, 138.60 feet to a point on the boundary of the Golden Oak Phases 1A & 1E according to the Plat thereof recorded in Plat Book 74, Pages 142-148 of the Public Records of Orange County and the Point of Beginning; thence run along said boundary the following courses; N 89°29'03" W, 140.07 feet; N 88°11'54" W, 77.05 feet to a point of curvature of a curve concave Northerly having a radius of 1109.03 feet, and a central angle of 07°17'21"; run Westerly along the arc of said curve, 141.09 feet; N 80°54'32" W, 34.76 feet to a point of curvature of a curve concave Northerly having a radius of 513.39 feet, and a central angle of 13°13'42"; run Westerly along the arc of said curve, 118.53 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 950.92 feet, and a central angle of 04°31'10"; run Northwesterly along the arc of said curve, 75.01 feet to the Easterly boundary of Tract D of said Plat and to a point on a non-tangent curve concave Easterly having a radius of 3039.02 feet, and a central angle of 00°39'48"; thence from a tangent bearing of N 06°38'10" E run Northerly along the arc of said curve and Tract D, 35.19 feet; to a point of compound curvature of a curve concave Easterly having a radius of 1725.00 feet, and a central angle of 09°21'45"; thence run Northerly along the arc of said curve and Tract D, 281.87 feet to a point on the Northerly boundary of Tract EE of said Plat; thence run along said Tract EE S 77°26'49" E, 15.23 feet to a point on the Northerly boundary of Tract YY of said Plat; thence run along said Tract YY the following four courses N 57°39'18" E, 39.23 feet to a point of curvature of a curve concave

Southerly having a radius of 325.00 feet, and a central angle of 23°01'44"; run Easterly along the arc of said curve, 130.63 feet; N 80°41'02" E, 19.65 feet to a point of curvature of a curve concave Southerly having a radius of 325.00 feet, and a central angle of 27°04'29"; run Easterly along the arc of said curve, 153.58 feet to a point on Access and Drainage Easement #7 of said Plat; thence run along said Easement the following three courses N 25°39'57" E, 64.96 feet; N 25°47'06" E, 55.18 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 64°46'11"; run Northerly along the arc of said curve, 28.26 feet to a point on Tract C of said Plat; thence run along said Tract C the following courses; N 38°59'05" W, 20.20 feet; N 11°12'12" W, 92.85 feet; S 70°25'18" E, 8.73 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 90°47'28"; run Northeasterly along the arc of said curve, 39.62 feet; N 18°47'14" E, 17.24 feet; N 60°37'06" E, 74.35 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 55°13'33"; run Northeasterly along the arc of said curve, 24.10 feet; N 05°23'33" E, 13.62 feet; S 69°02'34" E, 8.19 feet; S 79°27'13" E, 9.12 feet; N 79°21'26" E, 51.31 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 47°20'07"; run Northeasterly along the arc of said curve, 20.65 feet; N 32°01'19" E, 22.39 feet; N 54°27'13" E, 30.48 feet; S 40°08'41" E, 4.20 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 84°51'32"; run Easterly along the arc of said curve, 37.03 feet; N 54°59'47" E, 7.72 feet; S 79°08'26" E, 32.43 feet; S 79°11'01" E, 90.38 feet; S 32°21'21" E, 68.97 feet; S 40°00'26" E, 4.52 feet; S 51°43'19" W, 72.98 feet to a point of curvature of a curve concave Easterly having a radius of 175.00 feet, and a central angle of 62°18'55"; run Southerly along the arc of said curve, 190.33 feet; S 10°35'36" E, 31.76 feet to a point on a non-tangent curve concave Northerly having a radius of 443.00 feet, and a central angle of 32°33'34"; from a tangent bearing of S 83°45'27" W run Westerly along the arc of said curve, 251.74 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 457.00 feet, and a central angle of 03°55'51"; run Northwesterly along the arc of said curve, 31.35 feet to a point on Access and Drainage Easement #7 of said Plat; thence run along said Easement S 25°47'06" W, 185.57 feet to a point on Tract YY of said Plat thence run along said Tract the following three courses, said point being a point on a non-tangent curve concave Southerly having a radius of 275.00 feet, and a central angle of 29°48'20"; from a tangent bearing of N 69°30'38" W run Westerly along the arc of said curve, 143.06 feet; S 80°41'02" W, 19.65 feet to a point of curvature of a curve concave Southerly having a radius of 275.00 feet, and a central angle of 11°18'29"; run Westerly along the arc of said curve, 54.27 feet; thence S 21°25'59" E, 133.07 feet to a point on the Westerly extension of the Northerly line of Tract PP of said Plat and a point on a non-tangent curve concave Southerly having a radius of 300.00 feet, and a central angle of 61°00'20"; thence from a tangent bearing of N 81°46'48" E run Easterly along the arc of said curve Northerly line of Tract PP and it's extension, 319.42 feet; thence continue along said Tract the following courses S 27°05'44" E, 2.50 feet; S 64°03'03" W, 29.75 feet; S 25°56'57" E, 92.11 feet; N 89°54'29" E, 136.37 feet; S 00°35'14" W, 60.26 feet; N 89°29'03" W, 94.83 feet to the Point of Beginning, containing 5.961, more or less.

Together with

PARCEL 5

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Northeast 1/4 of Section 19, Township 24 South, Range 28 East, S 01°23'24" E, 138.60 feet to a point on the Reedy Creek Improvement District (RCID) jurisdictional boundary as recorded in RCID resolutions 485, 499 and 501, thence run along said RCID jurisdictional boundary the following courses; N 89°29'03" W, 140.07 feet; N 88°11'54" W, 77.05 feet to a point of curvature of a curve concave Northerly having a radius of 1109.03 feet, and a central angle of 07°17'21"; run Westerly along the arc of said curve, 141.09 feet; N 80°54'32" W, 34.76 feet to a point of curvature of a curve concave Northerly having a radius of 513.39 feet, and a central angle of 13°13'42"; run Westerly along the arc of said curve, 118.53 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 950.92 feet, and a central angle of 14°29'06"; run Northwesterly along the arc of said curve, 240.40 feet; N 53°11'44" W, 112.51 feet , to a point on the Easterly boundary of Reedy Creek Improvement District (RCID) Canal

C-1 as described in as recorded in Official Records Book 1896, Page 232 of the Public Records of this County and the Point of Beginning, and a point on a non-tangent curve concave Easterly having a radius of 1975.00 feet, and a central angle of 06°11'11"; thence from a tangent bearing of N 09°52'34" E run Northerly along the arc of said curve and Canal, 213.25 feet to a point on the Southerly boundary of RCID Canal L-105 as described in as recorded in Official Records Book 1896, Page 232; and a point on a non-tangent curve concave Southwesterly having a radius of 898.00 feet, and a central angle of 28°43'03"; thence from a tangent bearing of N 12°17'03" W run Northwesterly along the arc of said curve Canal L-105, 450.09 feet; thence run along said Canal L-105 N 41°00'06" W, 381.61 feet a point on the boundary of the proposed Golden Oak Phase 1B Plat run along said Plat the following courses thence N 87°15'41" W, 105.75 feet; S 10°00'56" W, 7.48 feet; S 48°59'37" W, 6.90 feet; S 48°27'53" E, 67.86 feet; S 39°24'46" E, 7.84 feet; S 30°20'01" E, 80.29 feet; S 24°43'45" E, 88.92 feet; S 58°22'27" E, 49.28 feet; S 40°00'00" E, 8.68 feet; S 21°06'04" E, 7.75 feet; S 12°07'10" E, 81.07 feet; S 07°48'49" E, 92.97 feet; S 08°51'53" W, 7.72 feet; S 17°46'17" W, 25.39 feet; S 02°18'39" E, 47.37 feet; S 02°51'28" E, 80.83 feet; S 11°04'31" W, 9.58 feet; S 22°04'40" W, 36.18 feet; S 40°52'40" W, 26.51 feet; S 53°11'44" E, 420.47 feet to the Point of Beginning, containing 4.194 Acres, more or less.

Together with

PARCEL 6

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Northeast 1/4 of Section 19 Township 24 South, Range 28 East, S 01°23'24" E, 138.60 feet to a point on the Reedy Creek Improvement District (RCID) jurisdictional boundary as recorded in RCID resolutions 485, 499 and 501; thence follow said RCID jurisdictional boundary the following courses; N 89°29'03" W, 140.07 feet; N 88°11'54" W, 77.05 feet to a point of curvature of a curve concave Northerly having a radius of 1109.03 feet, and a central angle of 07°17'21"; run Westerly along the arc of said curve, 141.09 feet; N 80°54'32" W, 34.76 feet to a point of curvature of a curve concave Northerly having a radius of 513.39 feet, and a central angle of 13°13'42"; run Westerly along the arc of said curve, 118.53 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 950.92 feet, and a central angle of 14°29'06"; run Northwesterly along the arc of said curve, 240.40 feet; N 53°11'44" W, 1187.79 feet to the Point of Beginning, N 53°11'44" W, 310.79 feet to a point of curvature of a curve concave Southwesterly having a radius of 1908.34 feet, and a central angle of 22°05'51"; run Northwesterly along the arc of said curve, 736.00 feet; thence N 18°42'59" E, 22.23 feet; thence N 55°12'27" E, 19.76 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 33°58'13"; thence run Northeasterly along the arc of said curve, 14.82 feet; thence N 25°05'40" E, 31.33 feet; thence N 20°23'46" E, 184.90 feet; N 36°16'00" E, 28.53 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 46°18'35"; run Northerly along the arc of said curve, 20.21 feet; N 10°02'35" W, 27.27 feet; N 10°02'35" W, 65.74 feet to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 35°13'41"; run Northwesterly along the arc of said curve, 15.37 feet; N 45°16'16" W, 3.66 feet to a point on a non-tangent curve concave Easterly having a radius of 343.87 feet, and a central angle of 35°36'27"; thence departing said boundary from a tangent bearing of N 07°40'32" W run Northerly along the arc of said curve, 213.70 feet; thence N 27°55'55" E, 81.03 feet to a point of curvature of a curve concave Westerly having a radius of 439.50 feet, and a central angle of 26°29'19"; thence run Northerly along the arc of said curve, 203.19 feet; thence N 01°26'36" E, 85.69 feet to a point of curvature of a curve concave Easterly having a radius of 632.56 feet, and a central angle of 27°08'07"; thence run Northerly along the arc of said curve, 299.58 feet; thence N 28°34'43" E, 51.05 feet to a point of curvature of a curve concave Westerly having a radius of 108.52 feet, and a central angle of 51°00'47"; thence run Northerly along the arc of said curve, 96.62 feet to a point on the boundary of a deed in favor of FS Orlando, LLC recorded in Official Records Book 9745, Page 8670 of the Public Records of this County; thence run along said boundary the following five courses; N 38°34'51" W, 13.88 feet to a point of curvature of a curve concave Easterly having a radius of 3.95 feet, and a central angle of 74°25'35"; run Northerly along the arc of said curve, 5.13 feet; to a point of compound curvature of a curve concave Southeasterly having a radius of 19.64 feet, and a central angle of 36°52'37"; run Northeasterly along the arc of said curve, 12.64 feet; to a

point of compound curvature of a curve concave Southerly having a radius of 7.86 feet, and a central angle of 78°20'37"; run Easterly along the arc of said curve, 10.75 feet; N 48°40'54" E, 30.14 feet; thence S 26°29'23" E, 104.81 feet; thence S 34°56'26" E, 27.03 feet; thence S 17°00'45" W, 45.16 feet; thence S 39°26'51" W, 91.52 feet; thence S 23°46'35" W, 109.94 feet; thence S 12°21'10" W, 151.79 feet; thence S 00°32'57" W, 48.45 feet; thence S 17°13'11" E, 99.26 feet; thence S 21°03'09" E, 47.93 feet; thence S 28°03'16" W, 61.53 feet; thence S 41°27'39" W, 22.84 feet; thence S 47°02'26" W, 110.76 feet to a point of curvature of a curve concave Southeasterly having a radius of 90.00 feet, and a central angle of 18°08'34"; thence run Southwesterly along the arc of said curve, 28.50 feet; to a point of compound curvature of a curve concave Easterly having a radius of 291.87 feet, and a central angle of 99°10'05"; thence run Southerly along the arc of said curve, 505.17 feet; thence S 70°16'13" E, 65.03 feet to a point of curvature of a curve concave Southwesterly having a radius of 179.50 feet, and a central angle of 24°24'35"; thence run Southeasterly along the arc of said curve, 76.47 feet; thence N 43°43'10" E, 0.99 feet to a point on a non-tangent curve concave Easterly having a radius of 12.00 feet, and a central angle of 64°53'16"; thence from a tangent bearing of N 46°16'50" W run Northerly along the arc of said curve, 13.59 feet; to a point of compound curvature of a curve concave Southeasterly having a radius of 64.18 feet, and a central angle of 75°06'57"; thence run Northeasterly along the arc of said curve, 84.13 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 121.77 feet, and a central angle of 48°31'15"; thence run Southeasterly along the arc of said curve, 103.12 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 1975.00 feet, and a central angle of 17°28'59"; thence run Southeasterly along the arc of said curve, 602.64 feet; to a point of compound curvature of a curve concave Westerly having a radius of 12.00 feet, and a central angle of 54°27'51"; thence run Southerly along the arc of said curve, 11.41 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 44.00 feet, and a central angle of 87°23'13"; thence run Southerly along the arc of said curve, 67.11 feet; thence S 36°48'16" W, 27.88 feet to the Point of Beginning, containing 7.99 acres, more or less.

Together with

PARCEL 7

A parcel of land lying in Section 17, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of the **Employee Parking** parcel as described in a deed in favor of FS Orlando, LLC and recorded in Official Records Book 9745, Page 8651 of the Public Records of this County, S 00°00'00" E, 355.59 feet to a point in common with the **Additional Southeast Property** as described in Exhibit I of this document; thence run along said **Additional Southeast Property** N 90°00'00" W, 242.19 feet to a point in common with Parcel 9.1 as described herein; thence run along said parcel the following courses; N 19°07'45" W, 26.30 feet; N 01°39'19" W, 51.58 feet; N 10°50'41" W, 7.97 feet; N 24°23'05" W, 55.95 feet; N 15°14'28" W, 39.45 feet; N 23°49'21" W, 7.48 feet; N 32°26'27" W, 50.63 feet; N 30°25'01" W, 44.20 feet; N 39°06'44" W, 7.51 feet; N 47°42'25" W, 59.89 feet; N 57°31'36" W, 65.30 feet; N 69°43'44" E, 76.48 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 21°53'28"; run Northeasterly along the arc of said curve, 9.55 feet to a point on the aforesaid **Employee Parking** parcel; thence departing said parcel 9.1 run along said **Employee Parking** parcel the following courses S 05°16'59" E, 18.04 feet; N 90°00'00" E, 362.43 feet to the Point of Beginning, containing 2.532 Acres, more or less.

Together with

WETLAND 7.23

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 18, run along the West line of the Northwest 1/4 of said Section 18, S 00°00'21" W, 1835.77 feet; thence N 90°00'00" E, 1641.51 feet to the Point of Beginning, thence N 00°00'00" E, 1163.58 feet to a point on the Westerly boundary of Canal L-105 as recorded in Official Records Book 1896,

Pages 228 and 232 of the Public Records of this County and a non-tangent curve concave Northeasterly having a radius of 1631.34 feet, and a central angle of 21°56'03"; thence from a tangent bearing of S 51°59'00" E run Southeasterly along the arc of said curve and Canal, 624.52 feet to a point on the boundary of a deed in favor of FS Orlando Golf, LLC recorded in Official Records Book 9745, Page 8670 of the Public Records of this County; thence run along said boundary the following courses; S 16°05'14" W, 31.73 feet; S 30°20'55" W, 72.69 feet; S 26°32'38" E, 36.77 feet; S 71°33'54" E, 34.28 feet; S 48°00'46" E, 31.84 feet; S 10°47'03" E, 46.07 feet; S 14°55'53" W, 32.62 feet; S 29°21'28" W, 32.28 feet; S 14°55'53" W, 25.99 feet; S 19°26'24" W, 35.31 feet; S 42°08'15" W, 55.51 feet; S 62°31'32" W, 53.72 feet; S 73°44'23" W, 44.53 feet; S 66°48'05" W, 21.56 feet; S 34°41'43" W, 21.12 feet; S 32°18'07" E, 48.23 feet; S 01°32'39" E, 69.34 feet; S 08°20'07" E, 47.53 feet; S 10°51'22" E, 91.24 feet; S 06°49'36" E, 158.12 feet to a point of curvature of a curve concave Westerly having a radius of 98.88 feet, and a central angle of 31°20'12"; run Southerly along the arc of said curve, 54.08 feet; to a point of compound curvature of a curve concave Northwesterly having a radius of 116.01 feet, and a central angle of 21°26'29"; run Southwesterly along the arc of said curve, 43.41 feet; S 45°57'06" W, 33.23 feet; S 39°41'39" W, 52.97 feet to a point on a non-tangent curve concave Easterly having a radius of 78.28 feet, and a central angle of 58°27'24"; from a tangent bearing of S 40°13'00" W run Southerly along the arc of said curve, 79.87 feet; S 21°47'11" E, 31.17 feet; S 17°20'15" E, 26.93 feet; S 15°56'14" E, 22.56 feet; S 01°26'27" W, 22.53 feet; S 06°57'00" W, 23.75 feet; S 44°50'36" W, 54.40 feet; thence N 44°56'05" W, 474.96 feet to the Point of Beginning, containing 12.855 Acres, more or less.

Together with

WETLAND 9.1

A parcel of land lying in Section 17, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 17, run along the West line of the Southwest 1/4 of said Section 17, N 00°33'48" E, 1062.53 feet to a point on the Easterly boundary of Reedy Creek Improvement District (RCID) Canal C-1 as described in as recorded in Official Records Book 1896, Pages 228 and 232 of the Public Records of this County and a point on a non-tangent curve concave Southeasterly having a radius of 1725.00 feet, and a central angle of 10°18'12"; thence from a tangent bearing of N 48°52'51" E run Northeasterly along the arc of said curve, 310.20 feet; thence continue along said Canal the following two courses; N 59°11'02" E, 498.10 feet to a point of curvature of a curve concave Northwesterly having a radius of 1396.50 feet, and a central angle of 18°40'10"; thence run Northeasterly along the arc of said curve, 455.04 feet to a point in common with the **Additional Southeast Property** as described in Exhibit I of this document and to the Point of Beginning; thence run along said Parcel the following courses; S 00°29'12" W, 43.85 feet; S 08°27'07" E, 7.55 feet; S 17°08'27" E, 55.44 feet; S 14°38'10" E, 57.23 feet; S 23°58'33" E, 69.40 feet; S 22°00'55" E, 66.19 feet; S 31°01'36" E, 7.82 feet; S 46°48'37" E, 35.59 feet; S 45°17'14" E, 56.45 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 51°23'48"; run Easterly along the arc of said curve, 22.43 feet; N 83°18'58" E, 51.28 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 111°22'51"; run Northeasterly along the arc of said curve, 48.60 feet; N 28°03'53" W, 31.25 feet; N 65°08'17" E, 23.02 feet; S 76°43'41" E, 11.33 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 47°38'36"; run Easterly along the arc of said curve, 20.79 feet; N 55°37'43" E, 14.31 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 45°37'05"; run Northeasterly along the arc of said curve, 19.90 feet; N 10°00'38" E, 22.67 feet; N 52°41'06" E, 13.91 feet; N 78°02'32" E, 28.62 feet; N 70°33'36" E, 6.49 feet; N 63°08'03" E, 34.08 feet; N 51°33'48" E, 10.02 feet; N 29°47'12" E, 83.40 feet; N 36°44'25" E, 32.68 feet; N 86°17'52" E, 62.39 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 105°25'37"; run Northeasterly along the arc of said curve, 46.00 feet; N 19°07'45" W, 40.32 feet; N 01°39'19" W, 51.58 feet; N 10°50'41" W, 7.97 feet; N 24°23'05" W, 55.95 feet; N 15°14'28" W, 39.45 feet; N 23°49'21" W, 7.48 feet; N 32°26'27" W, 50.63 feet; N 30°25'01" W, 44.20 feet; N 39°06'44" W, 7.51 feet; N 47°42'25" W, 59.89 feet; N 57°31'36" W, 65.30 feet; N 69°43'44" E, 76.48 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 21°53'28"; run Northeasterly along the arc of said curve, 9.55 feet to a point on the boundary of the

Employee Parking parcel as described in a deed in favor of FS Orlando, LLC and recorded in Official Records Book 9745, Page 8651 of the Public Records of this County; thence departing said **Additional Southeast Property** run along said **Employee Parking** parcel the following courses; N 05°16'59" W, 88.19 feet; N 26°33'54" W, 135.35 feet; N 47°32'44" E, 146.69 feet; N 11°28'34" E, 24.04 feet to a point of curvature of a curve concave Westerly having a radius of 15.00 feet, and a central angle of 52°09'22"; run Northerly along the arc of said curve, 13.65 feet; N 40°40'48" W, 82.81 feet; N 90°00'00" W, 73.87 feet to a point on the aforementioned Canal C-1, and a point on a non-tangent curve concave Northwesterly having a radius of 1396.50 feet, and a central angle of 33°20'56"; thence departing said **Employee Parking** parcel from a tangent bearing of S 07°09'56" W run Southwesterly along the arc of said curve and Canal, 812.83 feet to the Point of Beginning, containing 6.48 acres, more or less.

Together with

WETLAND 14.22B

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the South line of the Southeast 1/4 of said Section 18, S 89°50'07" W, 816.18 feet, to a point on the Westerly Boundary of Reedy Creek Improvement District Canal C-1 as recorded in official records book 1896, pages 228 and 232 of the public records of this county also being a point on a non-tangent curve concave Easterly having a radius of 3289.02 feet, and a central angle of 00°17'07"; thence from a tangent bearing of N 07°00'52" E run Northerly along the arc of said curve and Westerly Boundary of Canal C-1, 16.37 feet, to a point of compound curvature of a curve concave Easterly having a radius of 1975.00 feet, and a central angle of 08°45'46"; thence run Northerly along the arc of said curve and Canal, 302.06 feet, to its intersection with the Southerly boundary of Reedy Creek Improvement District Canal L-105 as recorded in official records book 1896, pages 228 and 232, said point also being a point on a non-tangent curve concave Westerly having a radius of 898.00 feet, and a central angle of 04°56'07"; thence from a tangent bearing of N 12°17'03" W run Northerly along the arc of said curve and Canal L-105, 77.35 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 898.00 feet, and a central angle of 23°46'56"; thence run Northwesterly along the arc of said curve and Canal, 372.74 feet; thence continue along said N 41°00'06" W, 381.61 feet to a point in common with the **Additional Southwest Parcel** as description in Exhibit J of this document and the Point of Beginning; thence run along said common boundary N 87°15'41" W, 130.57 feet; N 63°21'34" W, 33.90 feet; N 81°08'52" W, 154.09 feet; N 39°33'00" W, 38.53 feet; N 28°54'14" W, 86.79 feet; N 28°30'43" W, 101.63 feet; N 32°36'46" W, 77.00 feet; N 39°30'36" W, 98.30 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 37°14'40"; run Northerly along the arc of said curve, 16.25 feet; N 02°15'56" W, 56.50 feet; N 39°36'59" W, 135.27 feet; N 85°04'00" W, 67.65 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 46°40'29"; run Northwesterly along the arc of said curve, 20.37 feet; N 38°23'30" W, 64.62 feet; N 64°16'05" W, 16.33 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 58°38'45"; run Northwesterly along the arc of said curve, 25.59 feet; N 05°37'20" W, 20.54 feet; N 44°31'28" W, 62.56 feet; S 23°42'54" W, 95.95 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 84°46'10"; run Southwesterly along the arc of said curve, 36.99 feet; N 71°30'56" W, 65.59 feet; N 67°45'46" W, 71.42 feet; N 47°09'12" W, 129.61 feet; N 28°09'10" W, 67.04 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 58°17'03"; run Northerly along the arc of said curve, 25.43 feet; N 30°07'52" E, 66.18 feet; N 41°27'39" E, 82.62 feet; N 28°03'16" E, 61.53 feet; N 21°03'09" W, 47.93 feet; N 17°13'11" W, 99.26 feet; N 00°32'57" E, 48.45 feet; N 12°21'10" E, 151.79 feet; N 23°46'35" E, 109.94 feet; N 39°26'51" E, 91.52 feet; N 17°00'45" E, 45.16 feet; N 34°56'26" W, 27.03 feet; N 26°29'23" W, 104.81 feet a point in common with the boundary of a deed in favor of FS Orlando Golf, LLC recorded in Official Records Book 9745, Page 8670 of the Public Records of this County, also being a point on a non-tangent curve concave Easterly having a radius of 24.99 feet, and a central angle of 35°00'02"; thence from a tangent bearing of N 26°30'09" W run Northerly along the arc of said curve and common boundary, 15.27 feet; thence run along said common boundary the following courses N 08°29'54" E, 48.36 feet to a point on a non-tangent curve concave Southeasterly having a

radius of 24.99 feet, and a central angle of 57°42'22"; from a tangent bearing of N 09°58'45" E run Northeasterly along the arc of said curve, 25.17 feet; N 67°41'07" E, 62.92 feet to a point on a non-tangent curve concave Southerly having a radius of 25.00 feet, and a central angle of 57°54'58"; from a tangent bearing of N 69°59'31" E run Easterly along the arc of said curve, 25.27 feet; S 42°49'15" E, 158.01 feet; thence N 36°13'21" E, 48.89 feet; N 22°45'12" E, 91.63 feet; N 52°12'17" E, 66.88 feet; N 62°45'08" E, 57.61 feet to a point on a non-tangent curve concave Southerly having a radius of 95.08 feet, and a central angle of 24°56'49"; from a tangent bearing of S 81°46'57" E run Easterly along the arc of said curve, 41.40 feet; S 56°50'08" E, 9.40 feet to a point of curvature of a curve concave Southwesterly having a radius of 51.81 feet, and a central angle of 24°30'18"; run Southeasterly along the arc of said curve, 22.16 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 67.28 feet, and a central angle of 19°18'45"; run Southeasterly along the arc of said curve, 22.68 feet, to a point of compound curvature of a curve concave Westerly having a radius of 343.56 feet, and a central angle of 10°10'20"; run Southerly along the arc of said curve, 61.00 feet; N 89°14'54" E, 8.57 feet, to a point of the aforementioned Canal L-105 thence departing said common boundary run along said Canal L-105 the following courses S 00°45'06" E, 555.00 feet to a point of curvature of a curve concave Easterly having a radius of 1605.50 feet, and a central angle of 40°15'00"; run Southerly along the arc of said curve, 1127.86 feet; thence S 41°00'06" E, 193.39 feet to the Point of Beginning, containing 17.385 acres more or less.

Together with

WETLAND 14.22D

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the South line of the Southeast 1/4 of said Section 18, S 89°50'07" W, 2569.48 feet; thence N 00°00'00" E, 1257.31 feet to a point on the boundary of a deed in favor of Golden Oak Estates, LLC and recorded in Official Records Book 9924, Page 7204 of the Public Records of this County and the Point of Beginning, thence N 34°45'29" W, 47.84 feet; thence N 64°39'08" W, 43.38 feet; thence S 66°16'35" W, 69.55 feet; thence S 78°06'24" W, 45.41 feet; thence N 81°43'15" W, 81.60 feet; thence N 82°32'21" W, 114.20 feet; thence N 38°36'45" W, 41.26 feet; thence N 00°47'52" E, 135.10 feet; thence N 10°10'26" E, 93.74 feet; thence N 21°04'39" E, 76.30 feet; thence N 02°08'33" E, 139.85 feet; thence N 13°12'06" E, 2.15 feet; thence N 26°49'09" E, 32.24 feet to a point on the aforementioned deed; thence run along said deed the following courses; N 86°26'26" E, 126.87 feet; N 76°15'46" E, 63.89 feet; S 64°36'17" E, 118.17 feet; S 52°36'40" E, 63.05 feet; S 45°16'16" E, 127.88 feet to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 35°13'41"; run Southeasterly along the arc of said curve, 15.37 feet; S 10°02'35" E, 93.01 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 46°18'35"; run Southerly along the arc of said curve, 20.21 feet; S 36°16'00" W, 28.53 feet; S 20°23'46" W, 184.90 feet; thence S 25°05'40" W, 31.33 feet to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 33°58'13"; from a tangent bearing of S 21°14'14" W run Southwesterly along the arc of said curve, 14.82 feet; S 55°12'27" W, 19.76 feet; S 18°42'59" W, 22.23 feet to the Point of Beginning, containing 5.249 Acres, more or less.

EXHIBIT "B"

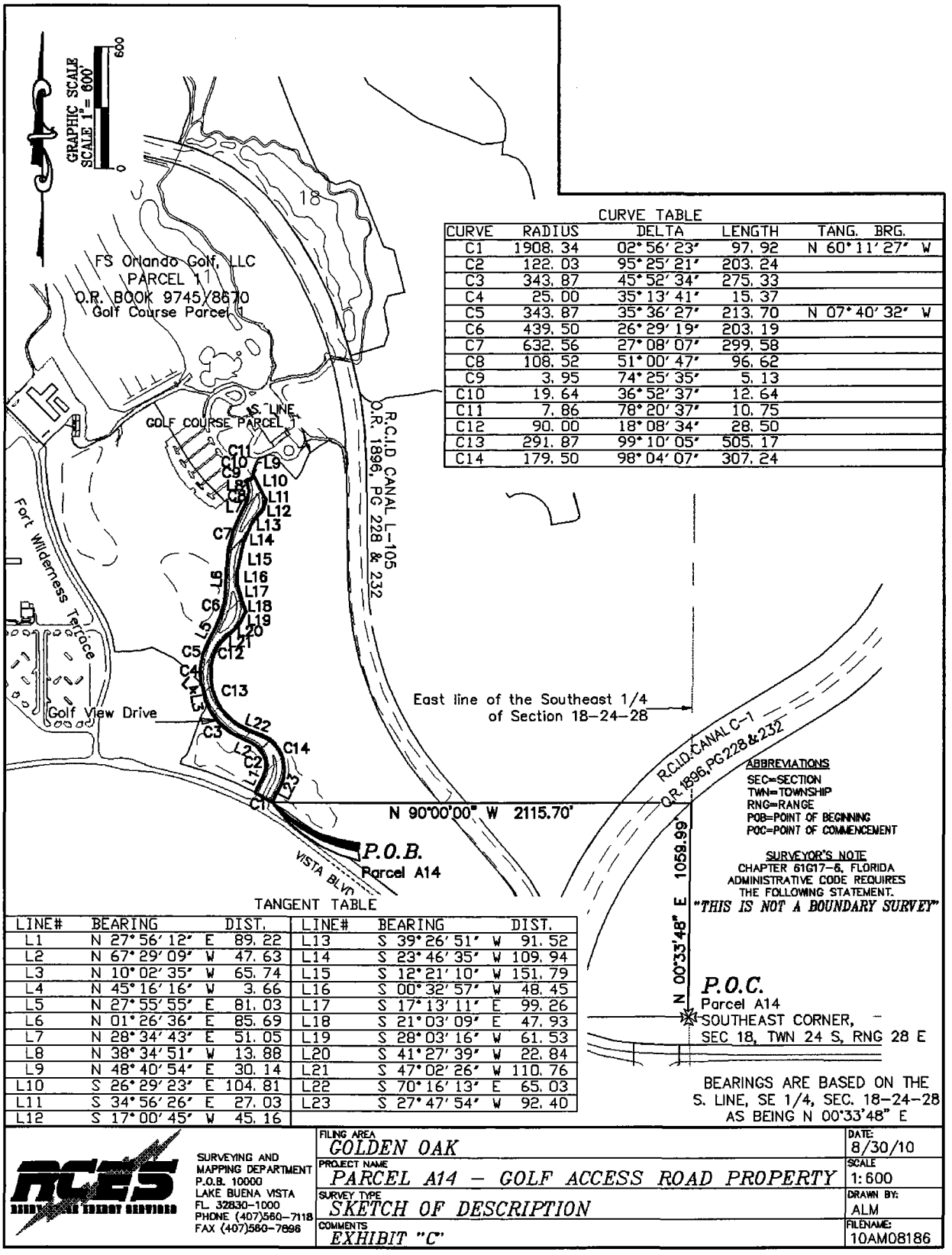
LEGAL DESCRIPTION OF THE INITIAL COMMON PROPERTY

[NONE]

EXHIBIT "C"

LEGAL DESCRIPTION OF THE ACCESS ROAD PARCEL

[See Next 9 Pages]



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1908.34	02°56'23"	97.92	N 60°11'27" W
C2	122.03	95°25'21"	203.24	
C3	343.87	45°52'34"	275.33	
C4	25.00	35°13'41"	15.37	
C5	343.87	35°36'27"	213.70	N 07°40'32" W
C6	439.50	26°29'19"	203.19	
C7	632.56	27°08'07"	299.58	
C8	108.52	51°00'47"	96.62	
C9	3.95	74°25'35"	5.13	
C10	19.64	36°52'37"	12.64	
C11	7.86	78°20'37"	10.75	
C12	90.00	18°08'34"	28.50	
C13	291.87	99°10'05"	505.17	
C14	179.50	98°04'07"	307.24	

TANGENT TABLE

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L1	N 27°56'12" E	89.22	L13	S 39°26'51" W	91.52
L2	N 67°29'09" W	47.63	L14	S 23°46'35" W	109.94
L3	N 10°02'35" W	65.74	L15	S 12°21'10" W	151.79
L4	N 45°16'16" W	3.66	L16	S 00°32'57" W	48.45
L5	N 27°55'55" E	81.03	L17	S 17°13'11" E	99.26
L6	N 01°26'36" E	85.69	L18	S 21°03'09" E	47.93
L7	N 28°34'43" E	51.05	L19	S 28°03'16" W	61.53
L8	N 38°34'51" W	13.88	L20	S 41°27'39" W	22.84
L9	N 48°40'54" E	30.14	L21	S 47°02'26" W	110.76
L10	S 26°29'23" E	104.81	L22	S 70°16'13" E	65.03
L11	S 34°56'26" E	27.03	L23	S 27°47'54" W	92.40
L12	S 17°00'45" W	45.16			

ABBREVIATIONS
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE S. LINE, SE 1/4, SEC. 18-24-28 AS BEING N 00°33'48" E

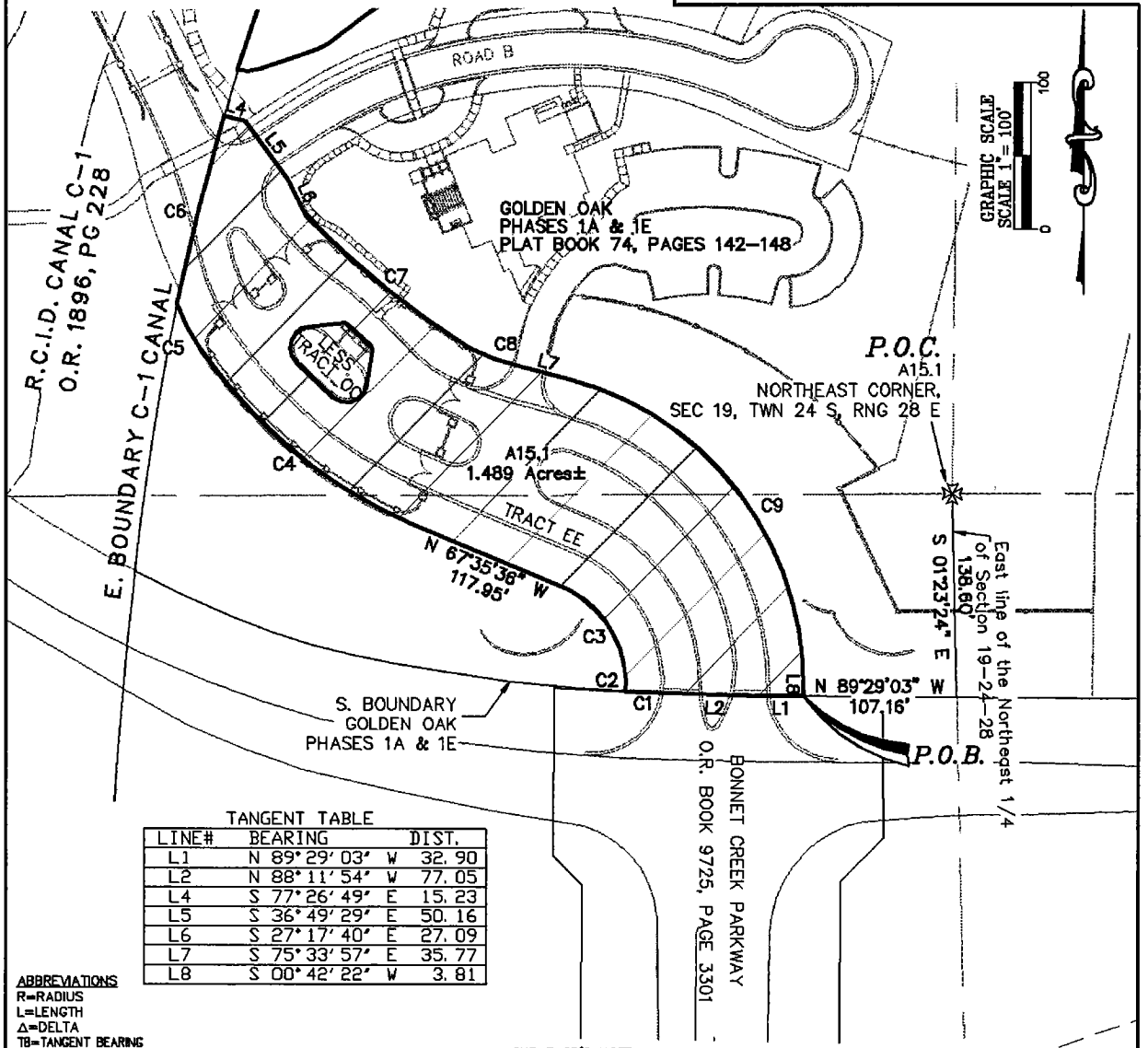
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7696

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: PARCEL A14 – GOLF ACCESS ROAD PROPERTY	SCALE: 1:600
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: ALM
COMMENTS: EXHIBIT "C"	FILENAME: 10AM08186

7059

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1109.03	00°44'03"	14.21	
C2	24.00	17°55'55"	7.51	N 14°43'23" E
C3	74.00	59°28'42"	76.82	
C4	335.00	32°48'43"	191.85	
C5	166.00	12°22'17"	35.84	
C6	1725.00	04°23'14"	132.09	N 12°16'29" E
C7	581.20	14°21'05"	145.58	S 44°26'16" E
C8	209.00	10°30'02"	38.30	S 65°03'55" E
C9	216.00	76°16'19"	287.54	



TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 89°29'03" W	32.90
L2	N 88°11'54" W	77.05
L4	S 77°26'49" E	15.23
L5	S 36°49'29" E	50.16
L6	S 27°17'40" E	27.09
L7	S 75°33'57" E	35.77
L8	S 00°42'22" W	3.81

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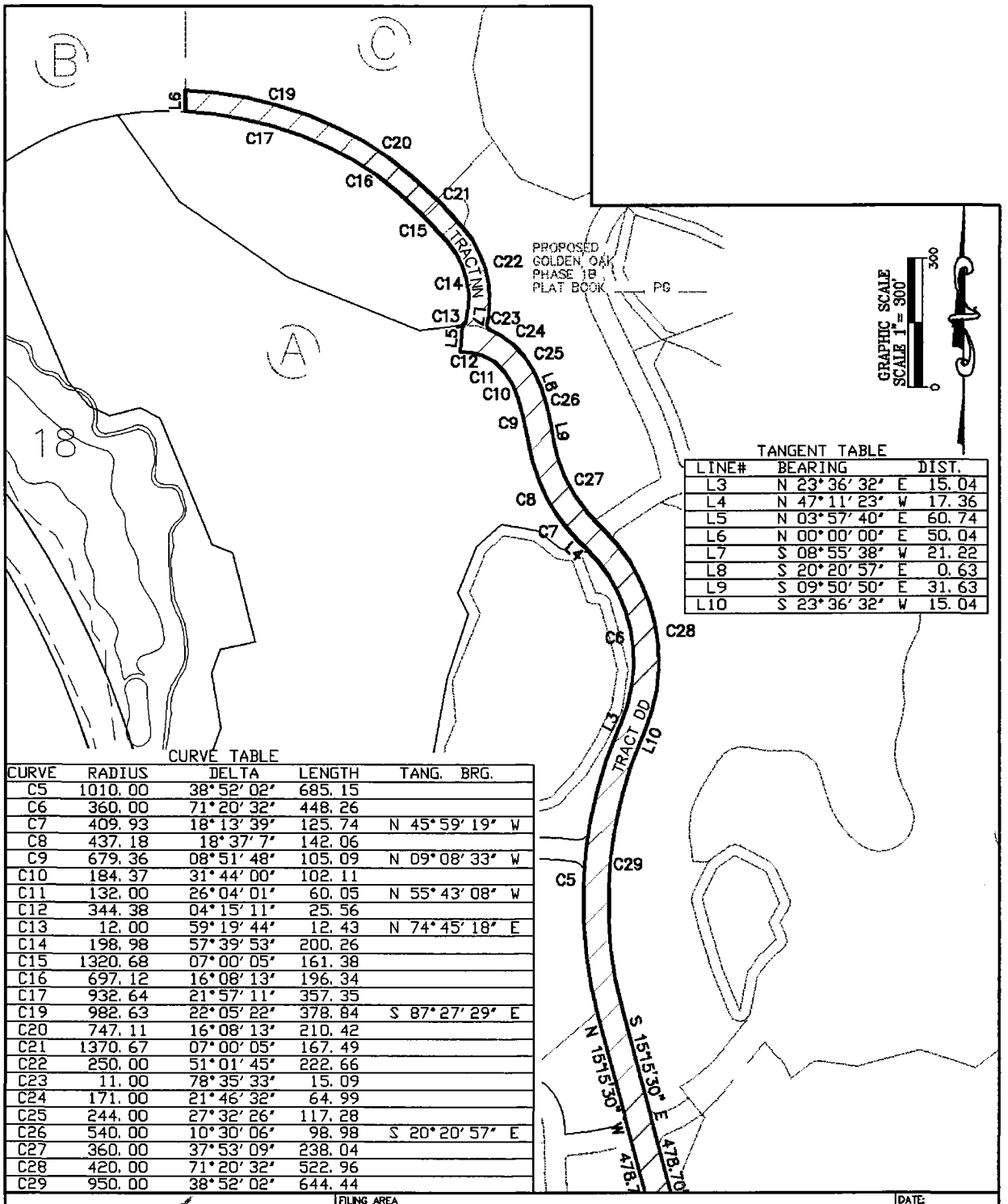
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE
E. LINE, NE 1/4, SEC. 19-24-28
AS BEING S 01°23'24" E

SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)580-7898

FILING AREA: *GOLDEN OAK*	DATE: 8/30/10
PROJECT NAME: *PARCEL A15.1 - Project Access Road Property*	SCALE: 1:100
SURVEY TYPE: *SKETCH OF DESCRIPTION*	DRAWN BY: JLG
COMMENTS: *EXHIBIT "C"*	FILENAME: 10JG09065

7060



TANGENT TABLE

LINE#	BEARING	DIST.
L3	N 23°36'32" E	15.04
L4	N 47°11'23" W	17.36
L5	N 03°57'40" E	60.74
L6	N 00°00'00" E	50.04
L7	S 08°55'38" W	21.22
L8	S 20°20'57" E	0.63
L9	S 09°50'50" E	31.63
L10	S 23°36'32" W	15.04

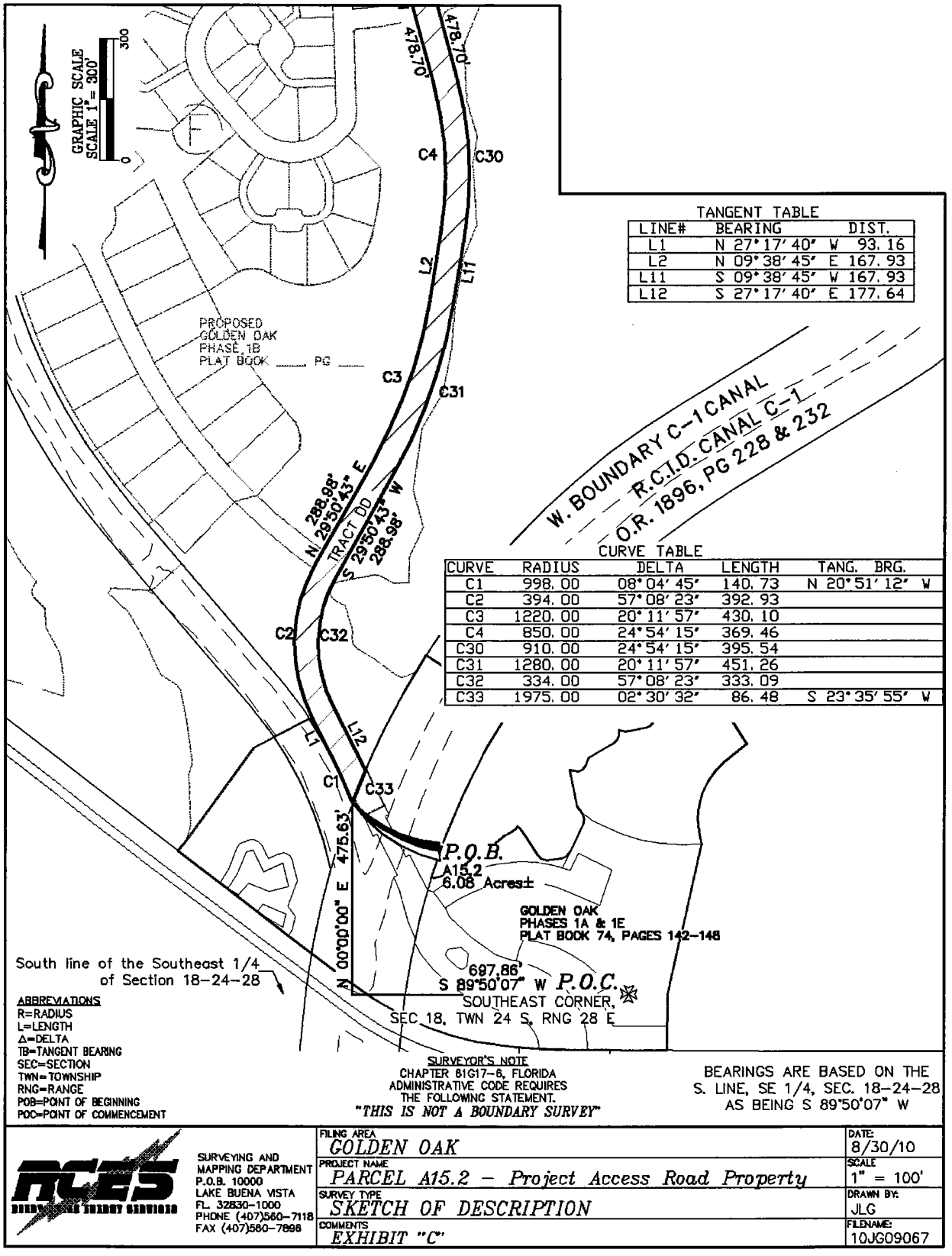
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C5	1010.00	38°52'02"	685.15	
C6	360.00	71°20'32"	448.26	
C7	409.93	18°13'39"	125.74	N 45°59'19" W
C8	437.18	18°37'7"	142.06	
C9	679.36	08°51'48"	105.09	N 09°08'33" W
C10	184.37	31°44'00"	102.11	
C11	132.00	26°04'01"	60.05	N 55°43'08" W
C12	344.38	04°15'11"	25.56	
C13	12.00	59°19'44"	12.43	N 74°45'18" E
C14	198.98	57°39'53"	200.26	
C15	1320.68	07°00'05"	161.38	
C16	697.12	16°08'13"	196.34	
C17	932.64	21°57'11"	357.35	
C19	982.63	22°05'22"	378.84	S 87°27'29" E
C20	747.11	16°08'13"	210.42	
C21	1370.67	07°00'05"	167.49	
C22	250.00	51°01'45"	222.66	
C23	11.00	78°35'33"	15.09	
C24	171.00	21°46'32"	64.99	
C25	244.00	27°32'26"	117.28	
C26	540.00	10°30'06"	98.98	S 20°20'57" E
C27	360.00	37°53'09"	238.04	
C28	420.00	71°20'32"	522.96	
C29	950.00	38°52'02"	644.44	

SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7896

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: PARCEL A15.2 – Project Access Road Property	SCALE: 1" = 100'
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "C"	FILENAME: 10JG09067

7061



TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 27°17'40" W	93.16
L2	N 09°38'45" E	167.93
L11	S 09°38'45" W	167.93
L12	S 27°17'40" E	177.64

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	998.00	08°04'45"	140.73	N 20°51'12" W
C2	394.00	57°08'23"	392.93	
C3	1220.00	20°11'57"	430.10	
C4	850.00	24°54'15"	369.46	
C30	910.00	24°54'15"	395.54	
C31	1280.00	20°11'57"	451.26	
C32	334.00	57°08'23"	333.09	
C33	1975.00	02°30'32"	86.48	S 23°35'55" W

ABBREVIATIONS
R=RADIUS
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Δ=DELTA
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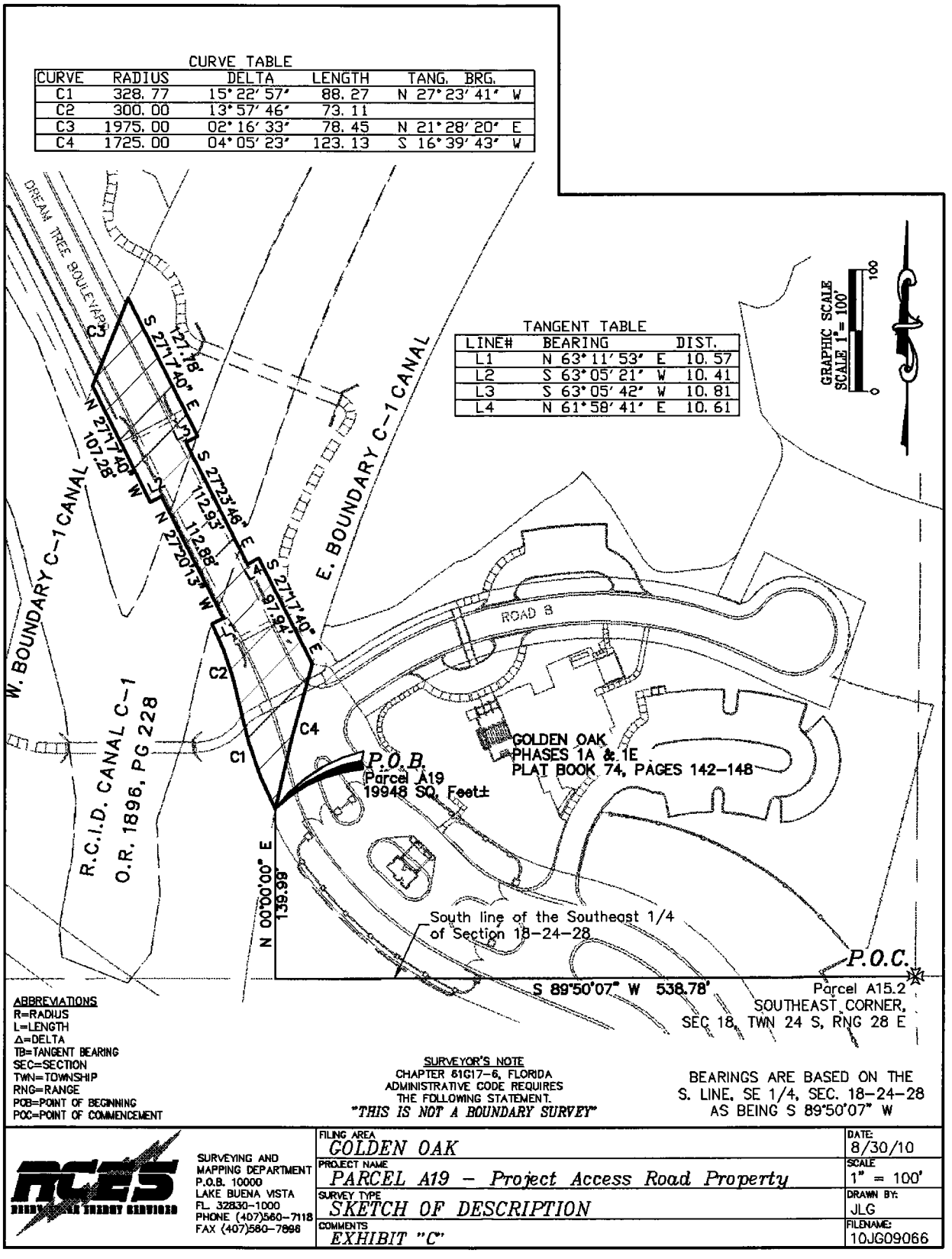
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE S. LINE, SE 1/4, SEC. 18-24-28 AS BEING S 89°50'07" W

SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7898

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: PARCEL A15.2 – Project Access Road Property	SCALE: 1" = 100'
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "C"	FILENAME: 10JG09067

7062



ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE S. LINE, SE 1/4, SEC. 18-24-28 AS BEING S 89°50'07" W

MCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)580-7898

FILING AREA: *GOLDEN OAK*	DATE: 8/30/10
PROJECT NAME: *PARCEL A19 - Project Access Road Property*	SCALE: 1" = 100'
SURVEY TYPE: *SKETCH OF DESCRIPTION*	DRAWN BY: JLG
COMMENTS: *EXHIBIT "C"*	FILENAME: 10JG09066

7063

DESCRIPTION

Parcel A14 – Golf Access Road Property

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Southeast 1/4 of said Section 18, N 00°33'48" E, 1059.99 feet; thence N 90°00'00" W, 2115.70 feet to a point on the boundary of a deed in favor of Golden Oak Estates, LLC and recorded in Official Records Book 9924, Page 7204 of the Public Records of this County and the Point of Beginning, to a point on a non-tangent curve concave Southwesterly having a radius of 1908.34 feet, and a central angle of 02°56'23"; thence from a tangent bearing of N 60°11'27" W run Northwesterly along the arc of said curve and deed, 97.92 feet; thence N 27°56'12" E, 89.22 feet to a point of curvature of a curve concave Westerly having a radius of 122.03 feet, and a central angle of 95°25'21"; thence run Northerly along the arc of said curve, 203.24 feet; thence N 67°29'09" W, 47.63 feet to a point of curvature of a curve concave Northeasterly having a radius of 343.87 feet, and a central angle of 45°52'34"; thence run Northwesterly along the arc of said curve, 275.33 feet; thence N 10°02'35" W, 65.74 feet to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 35°13'41"; thence run Northwesterly along the arc of said curve, 15.37 feet; thence N 45°16'16" W, 3.66 feet to a point on a non-tangent curve concave Easterly having a radius of 343.87 feet, and a central angle of 35°36'27"; thence from a tangent bearing of N 07°40'32" W run Northerly along the arc of said curve, 213.70 feet; thence N 27°55'55" E, 81.03 feet to a point of curvature of a curve concave Westerly having a radius of 439.50 feet, and a central angle of 26°29'19"; thence run Northerly along the arc of said curve, 203.19 feet; thence N 01°26'36" E, 85.69 feet to a point of curvature of a curve concave Easterly having a radius of 632.56 feet, and a central angle of 27°08'07"; thence run Northerly along the arc of said curve, 299.58 feet; thence N 28°34'43" E, 51.05 feet to a point of curvature of a curve concave Westerly having a radius of 108.52 feet, and a central angle of 51°00'47"; thence run Northerly along the arc of said curve, 96.62 feet to a point on the boundary of a deed in favor of FS Orlando, LLC recorded in Official Records Book 9745, Page 8670; thence run along said boundary the following five courses; N 38°34'51" W, 13.88 feet to a point of curvature of a curve concave Easterly having a radius of 3.95 feet, and a central angle of 74°25'35"; run Northerly along the arc of said curve, 5.13 feet; to a point of compound curvature of a curve concave Southeasterly having a radius of 19.64 feet, and a central angle of 36°52'37"; run Northeasterly along the arc of said curve, 12.64 feet; to a point of compound curvature of a curve concave Southerly having a radius of 7.86 feet, and a central angle of 78°20'37"; run Easterly along the arc of said curve, 10.75 feet; N 48°40'54" E, 30.14 feet; thence S 26°29'23" E, 104.81 feet; thence S 34°56'26" E, 27.03 feet; thence S 17°00'45" W, 45.16 feet; thence S 39°26'51" W, 91.52 feet; thence S 23°46'35" W, 109.94 feet; thence S 12°21'10" W, 151.79 feet; thence S 00°32'57" W, 48.45 feet; thence S 17°13'11" E, 99.26 feet; thence S 21°03'09" E, 47.93 feet; thence S 28°03'16" W, 61.53 feet; thence S 41°27'39" W, 22.84 feet; thence S 47°02'26" W, 110.76 feet to a point of curvature of a curve concave Southeasterly having a radius of 90.00 feet, and a central angle of 18°08'34"; thence run Southwesterly along the arc of said curve, 28.50 feet; to a point of compound curvature of a curve concave Easterly having a radius of 291.87 feet, and a central angle of 99°10'05"; thence run Southerly along the arc of said curve, 505.17 feet; thence S 70°16'13" E, 65.03 feet to a point of curvature of a curve concave Westerly having a radius of 179.50 feet, and a central angle of 98°04'07"; thence run Southerly along the arc of said curve, 307.24 feet; thence S 27°47'54" W, 92.40 feet to the Point of Beginning, containing 2.853 Acres, more or less.

Together with:

Parcel A15.1 – Project Access Road Property

Tract EE, Golden Oak Phases 1A & 1E according to the Plat thereof recorded in Plat Book 74, Pages 142-148 of the Public Records of Orange County, Florida.

Together with:

Parcel A15.2 – Project Access Road Property

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the South line of the Southeast 1/4 of said Section 18, S 89°50'07" W, 697.86 feet; thence N 00°00'00" E, 475.63 feet to a point on the boundary of Tract DD and NN of the Proposed Golden Oak Phase 1B Plat, the Point of Beginning, and a point on a non-tangent curve concave Southwesterly having a radius of 998.00 feet, and a central angle of 08°04'45"; thence from a tangent bearing of N 20°51'12" W run Northwesterly along the arc of said curve and Tract, 140.73 feet; thence continue along said Tracts the following courses; N 27°17'40" W, 93.16 feet to a point of curvature of a curve concave Easterly having a radius of 394.00 feet, and a central angle of 57°08'23"; run Northerly along the arc of said curve, 392.93 feet; N 29°50'43" E, 288.98 feet to a point of curvature of a curve concave Westerly having a radius of 1220.00 feet, and a central angle of 20°11'57"; run Northerly along the arc of said curve, 430.10 feet; N 09°38'45" E, 167.93 feet to a point of curvature of a curve concave Westerly having a radius of 850.00 feet, and a central angle of 24°54'15"; run Northerly along the arc of said curve, 369.46 feet; N 15°15'30" W, 478.70 feet to a point of curvature of a curve concave Easterly having a radius of 1010.00 feet, and a central angle of 38°52'02"; run Northerly along the arc of said curve, 685.15 feet; N 23°36'32" E, 15.04 feet to a point of curvature of a curve concave Westerly having a radius of 360.00 feet, and a central angle of 71°20'32"; run Northerly along the arc of said curve, 448.26 feet; N 47°11'23" W, 17.36 feet to a point on a non-tangent curve concave Northeasterly having a radius of 409.93 feet, and a central angle of 18°13'39"; from a tangent bearing of N 45°59'19" W run Northwesterly along the arc of said curve, 125.74 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 437.18 feet, and a central angle of 18°37'07"; run Northwesterly along the arc of said curve, 142.06 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 679.36 feet, and a central angle of 08°51'48"; from a tangent bearing of N 09°08'33" W run Northerly along the arc of said curve, 105.09 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 184.37 feet, and a central angle of 31°44'00"; run Northwesterly along the arc of said curve, 102.11 feet; to a point on a non-tangent curve concave Southerly having a radius of 132.00 feet, and a central angle of 26°04'01"; from a tangent bearing of N 55°43'08" W run Westerly along the arc of said curve, 60.05 feet; to a point of compound curvature of a curve concave Southerly having a radius of 344.38 feet, and a central angle of 04°15'11"; run Westerly along the arc of said curve, 25.56 feet; N 03°57'40" E, 60.74 feet to a point on a non-tangent curve concave Northwesterly having a radius of 12.00 feet, and a central angle of 59°19'44"; from a tangent bearing of N 74°45'18" E run Northeasterly along the arc of said curve, 12.43 feet, to a point of compound curvature of a curve concave Westerly having a radius of 198.98 feet, and a central angle of 57°39'53"; run Northerly along the arc of said curve, 200.26 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 1320.68 feet, and a central angle of 07°00'05"; thence run Northwesterly along the arc of said curve and Tract and its extension, 161.38 feet; to a point of compound

curvature of a curve concave Southwesterly having a radius of 697.12 feet, and a central angle of 16°08'13"; thence run Northwesterly along the arc of said curve, 196.34 feet; to a point of compound curvature of a curve concave Southerly having a radius of 932.64 feet, and a central angle of 21°57'11"; thence run Westerly along the arc of said curve, 357.35 feet; thence N 00°00'00" E, 50.04 feet to a point on a non-tangent curve concave Southerly having a radius of 982.63 feet, and a central angle of 22°05'22"; thence from a tangent bearing of S 87°27'29" E run Easterly along the arc of said curve, 378.84 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 747.11 feet, and a central angle of 16°08'13"; thence run Southeasterly along the arc of said curve, 210.42 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 1370.67 feet, and a central angle of 07°00'05"; thence run Southeasterly along the arc of said curve, 167.49 feet; to a point of compound curvature of a curve concave Westerly having a radius of 250.00 feet, and a central angle of 51°01'45"; run Southerly along the arc of said curve, 222.66 feet to a point on the aforesaid Tract NN; thence run along aforesaid Tract DD and NN the following courses; S 08°55'38" W, 21.22 feet to a point of curvature of a curve concave Northeasterly having a radius of 11.00 feet, and a central angle of 78°35'33"; run Southeasterly along the arc of said curve, 15.09 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 171.00 feet, and a central angle of 21°46'32"; run Southeasterly along the arc of said curve, 64.99 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 244.00 feet, and a central angle of 27°32'26"; run Southeasterly along the arc of said curve, 117.28 feet; S 20°20'57" E, 0.63 feet to a point on a non-tangent curve concave Westerly having a radius of 540.00 feet, and a central angle of 10°30'06"; from a tangent bearing of S 20°20'57" E run Southerly along the arc of said curve, 98.98 feet; S 09°50'50" E, 31.62 feet to a point of curvature of a curve concave Northeasterly having a radius of 360.00 feet, and a central angle of 37°53'09"; run Southeasterly along the arc of said curve, 238.04 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 420.00 feet, and a central angle of 71°20'32"; run Southerly along the arc of said curve, 522.96 feet; S 23°36'32" W, 15.04 feet to a point of curvature of a curve concave Easterly having a radius of 950.00 feet, and a central angle of 38°52'02"; run Southerly along the arc of said curve, 644.44 feet; S 15°15'30" E, 478.70 feet to a point of curvature of a curve concave Westerly having a radius of 910.00 feet, and a central angle of 24°54'15"; run Southerly along the arc of said curve, 395.54 feet; S 09°38'45" W, 167.93 feet to a point of curvature of a curve concave Westerly having a radius of 1280.00 feet, and a central angle of 20°11'57"; run Southerly along the arc of said curve, 451.26 feet; S 29°50'43" W, 288.98 feet to a point of curvature of a curve concave Easterly having a radius of 334.00 feet, and a central angle of 57°08'23"; run Southerly along the arc of said curve, 333.09 feet; S 27°17'40" E, 177.64 feet to a point on a non-tangent curve concave Easterly having a radius of 1975.00 feet, and a central angle of 02°30'32"; from a tangent bearing of S 23°35'55" W run Southerly along the arc of said curve, 86.48 feet to the Point of Beginning.

Together with:

Parcel A19 – Project Access Road Property

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

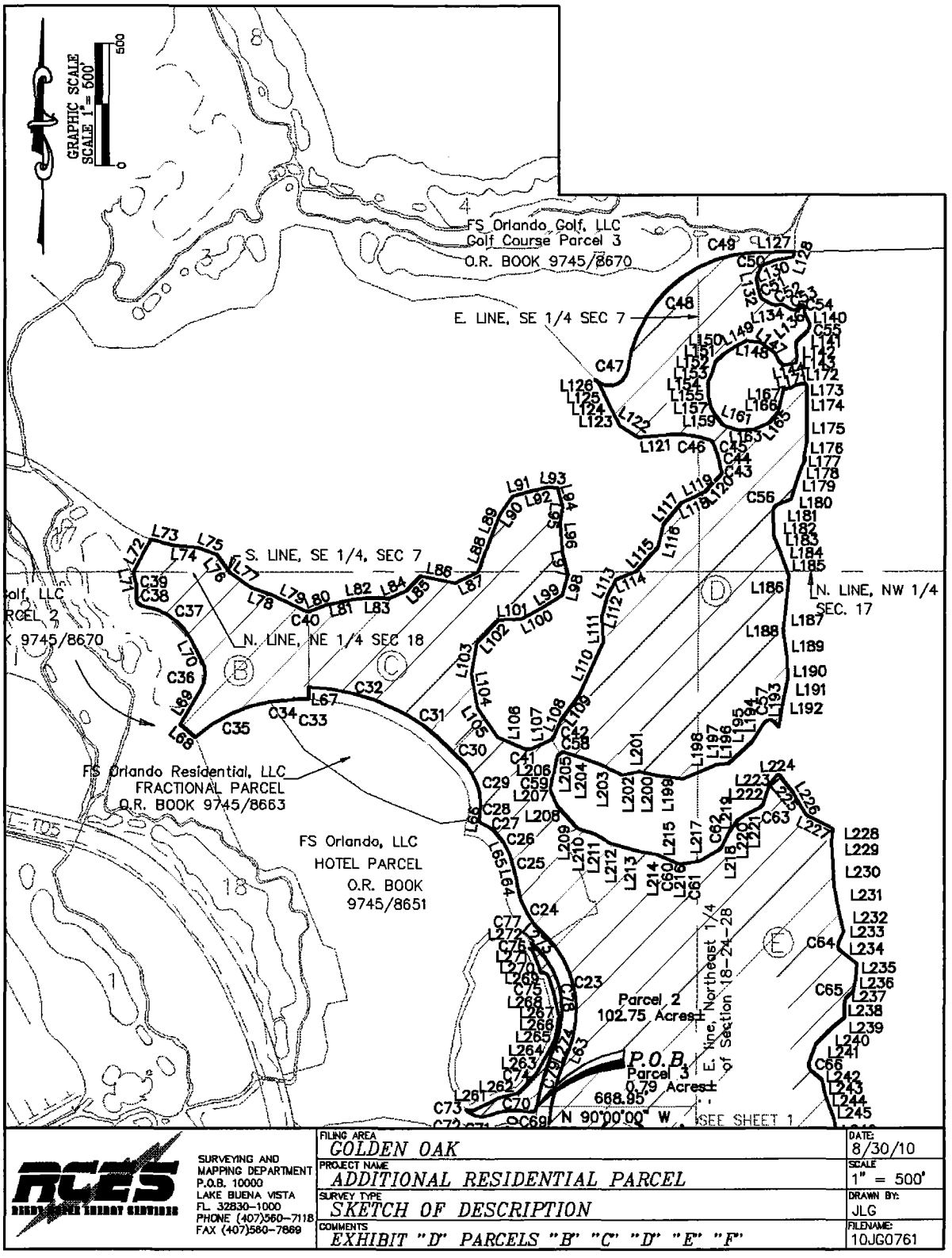
Commence at the Southeast corner of said Section 18, run along the South line of the Southeast 1/4 of said Section 18, S 89°50'07" W, 538.78 feet; thence N 00°00'00" E, 139.99 feet to a point on the Easterly boundary of Reedy Creek Improvement District Canal C-1 as recorded in Official Records Book 1896, Pages 228 of the public records of this county, the Point of Beginning, and a point on a non-tangent curve concave Easterly having a radius of 328.77 feet, and a central angle of 15°22'57"; thence from a

tangent bearing of N 27°23'41" W run Northerly along the arc of said curve, 88.27 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 300.00 feet, and a central angle of 13°57'46"; thence run Northerly along the arc of said curve, 73.11 feet; thence N 63°11'53" E, 10.57 feet; thence N 27°20'13" W, 112.88 feet; thence S 63°05'21" W, 10.41 feet; thence N 27°17'40" W, 107.28 feet to a point on the Westerly boundary of said Canal and a point on a non-tangent curve concave Southeasterly having a radius of 1975.00 feet, and a central angle of 02°16'33"; thence from a tangent bearing of N 21°28'20" E run Northeasterly along the arc of said curve and Canal, 78.45 feet; thence S 27°17'40" E, 127.78 feet; thence S 63°05'42" W, 10.81 feet; thence S 27°23'46" E, 112.93 feet; thence N 61°58'41" E, 10.61 feet; thence S 27°17'40" E, 97.94 feet to a point on the Easterly boundary of said Canal and a point on a non-tangent curve concave Easterly having a radius of 1725.00 feet, and a central angle of 04°05'23"; thence from a tangent bearing of S 16°39'43" W run Southerly along the arc of said curve and Canal, 123.13 feet to the Point of Beginning.

EXHIBIT "D"

LEGAL DESCRIPTION OF THE ADDITIONAL RESIDENTIAL PARCEL

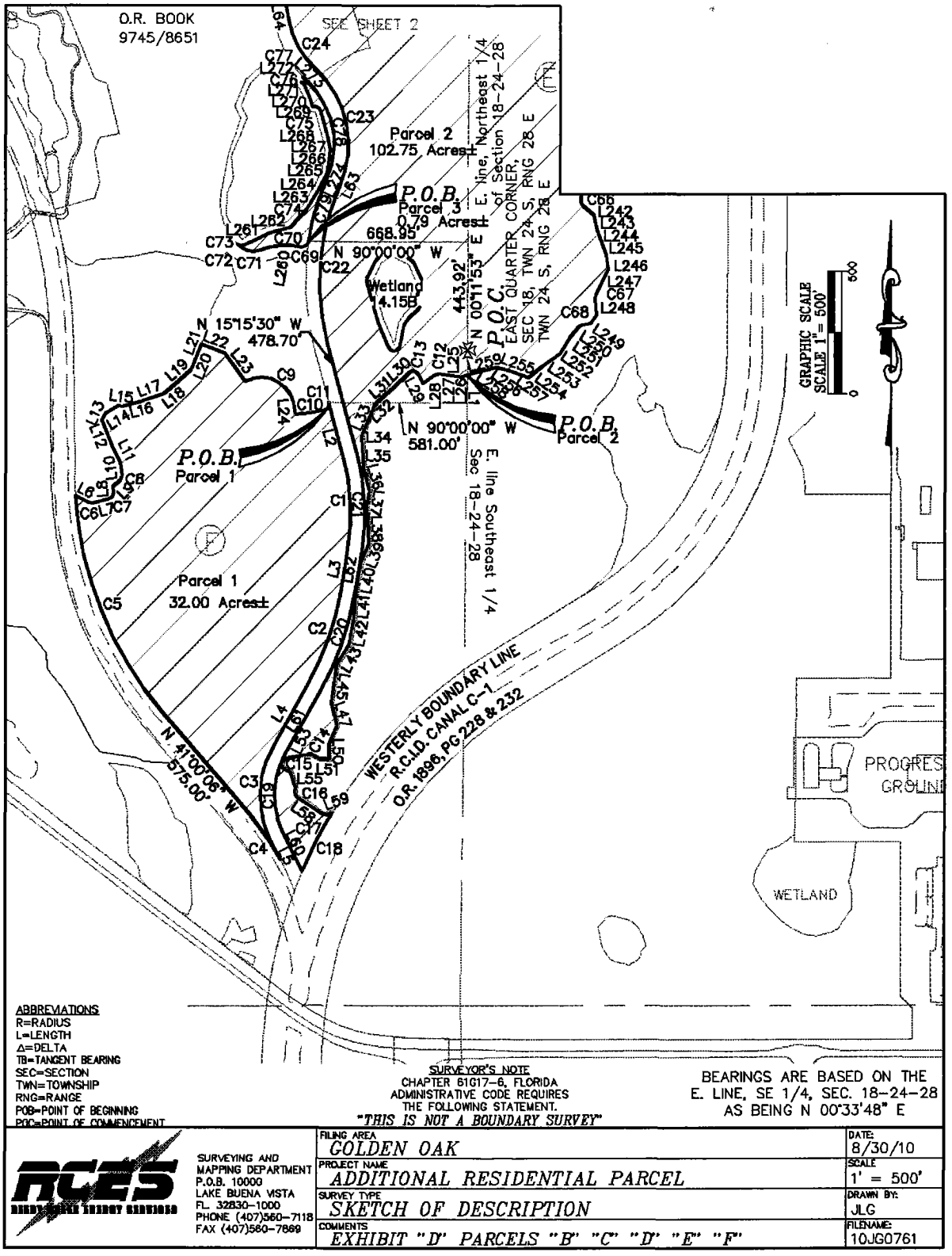
[See Next 12 Pages]



7228

Exhibit "D" - 2

021382, 000014, 103483331.7
9/2/10



SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE (407)560-7118 FAX (407)560-7869	FILING AREA: GOLDEN OAK	DATE: 8/30/10
	PROJECT NAME: ADDITIONAL RESIDENTIAL PARCEL	SCALE: 1' = 500'
	SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS: EXHIBIT "D" PARCELS "B" "C" "D" "E" "F"	FILENAME: 10JG0761

7229

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	850.00	24°54'15"	369.46	
C2	1220.00	20°11'57"	430.10	
C3	394.00	57°08'23"	392.93	
C4	998.00	12°04'09"	210.22	N 28°55'57" W
C5	1505.50	37°08'46"	976.05	
C6	25.00	41°16'24"	18.01	
C7	25.00	79°16'52"	34.59	
C8	25.00	54°17'13"	23.69	
C9	143.00	116°13'08"	290.06	N 61°56'27" E
C10	615.00	11°32'03"	123.81	N 87°36'21" E
C11	25.00	91°19'47"	39.85	
C12	25.00	43°58'23"	19.19	
C13	25.00	105°23'07"	45.98	
C14	25.00	38°45'51"	16.91	
C15	25.00	143°52'35"	62.78	
C16	25.00	67°33'13"	29.48	
C17	25.00	56°29'01"	24.65	
C18	1975.00	07°51'26"	270.84	S 31°27'22" W
C19	334.00	57°08'23"	333.09	
C20	1280.00	20°11'57"	451.26	
C21	910.00	24°54'15"	395.54	
C22	950.00	38°52'02"	644.44	
C23	420.00	71°20'32"	522.96	
C24	360.00	37°53'09"	238.04	
C25	540.00	10°30'06"	98.98	
C26	244.00	27°32'26"	117.28	
C27	171.00	21°46'32"	64.99	
C28	11.00	78°35'33"	15.09	
C29	250.00	51°01'45"	222.66	
C30	1370.67	07°00'05"	167.49	
C31	747.11	16°08'13"	210.42	
C32	982.63	22°05'22"	378.84	
C33	932.64	02°37'11"	42.64	N 87°19'18" W
C34	676.49	10°02'40"	118.59	
C35	676.49	29°43'07"	350.89	
C36	125.00	59°41'01"	130.21	
C37	250.00	55°31'16"	242.26	
C38	45.00	99°54'55"	78.47	
C39	75.00	30°06'13"	39.41	
C40	25.00	45°53'12"	20.02	
C41	25.00	46°29'32"	20.29	S 68°30'58" E
C42	25.00	40°55'45"	17.86	
C43	25.00	51°32'25"	22.49	
C44	425.00	16°33'54"	122.87	
C45	15.00	46°20'48"	12.13	N 24°09'43" W
C46	425.00	23°29'59"	174.31	N 70°30'32" W
C47	80.00	128°43'49"	179.74	S 43°43'14" E
C48	545.08	55°14'39"	525.56	
C49	545.08	26°00'28"	247.42	
C50	25.00	47°32'05"	20.74	
C51	25.00	47°24'48"	20.69	S 13°21'13" E
C52	25.00	37°14'09"	16.25	
C53	25.00	69°34'20"	30.36	
C54	25.00	23°57'25"	10.45	
C55	25.00	54°40'59"	23.86	
C56	25.00	68°43'50"	29.99	
C57	25.00	102°30'03"	44.72	
C58	25.00	95°37'49"	41.73	
C59	25.00	38°16'28"	16.70	S 12°03'54" W
C60	25.00	32°26'19"	14.15	
C61	25.00	20°22'59"	8.89	
C62	25.00	34°03'45"	14.86	
C63	25.00	44°10'22"	19.27	
C64	25.00	78°05'40"	34.08	
C65	25.00	47°56'06"	20.92	
C66	25.00	68°07'12"	29.72	
C67	25.00	31°05'27"	13.57	
C68	25.00	41°55'33"	18.29	
C69	25.00	87°13'52"	38.06	S 09°21'57" W
C70	271.37	28°25'37"	134.64	
C71	82.76	58°14'14"	84.12	
C72	223.65	05°22'02"	20.95	
C73	25.00	66°38'31"	28.21	S 49°53'21" E
C74	25.00	33°02'08"	14.41	
C75	25.00	68°14'43"	29.78	N 16°19'31" W
C76	25.00	50°30'50"	22.04	
C77	645.10	03°21'33"	37.82	N 42°37'46" W
C78	360.00	71°20'32"	448.26	S 47°43'59" E
C79	1009.96	14°14'35"	251.08	

ACES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK
PROJECT NAME: ADDITIONAL RESIDENTIAL PARCEL
SURVEY TYPE: CURVE TABLE
COMMENTS: EXHIBIT "D" PARCELS "B" "C" "D" "E" "F"

DATE: 8/30/10
SCALE:
DRAWN BY: JLG
FILENAME: 10JG0761

7230

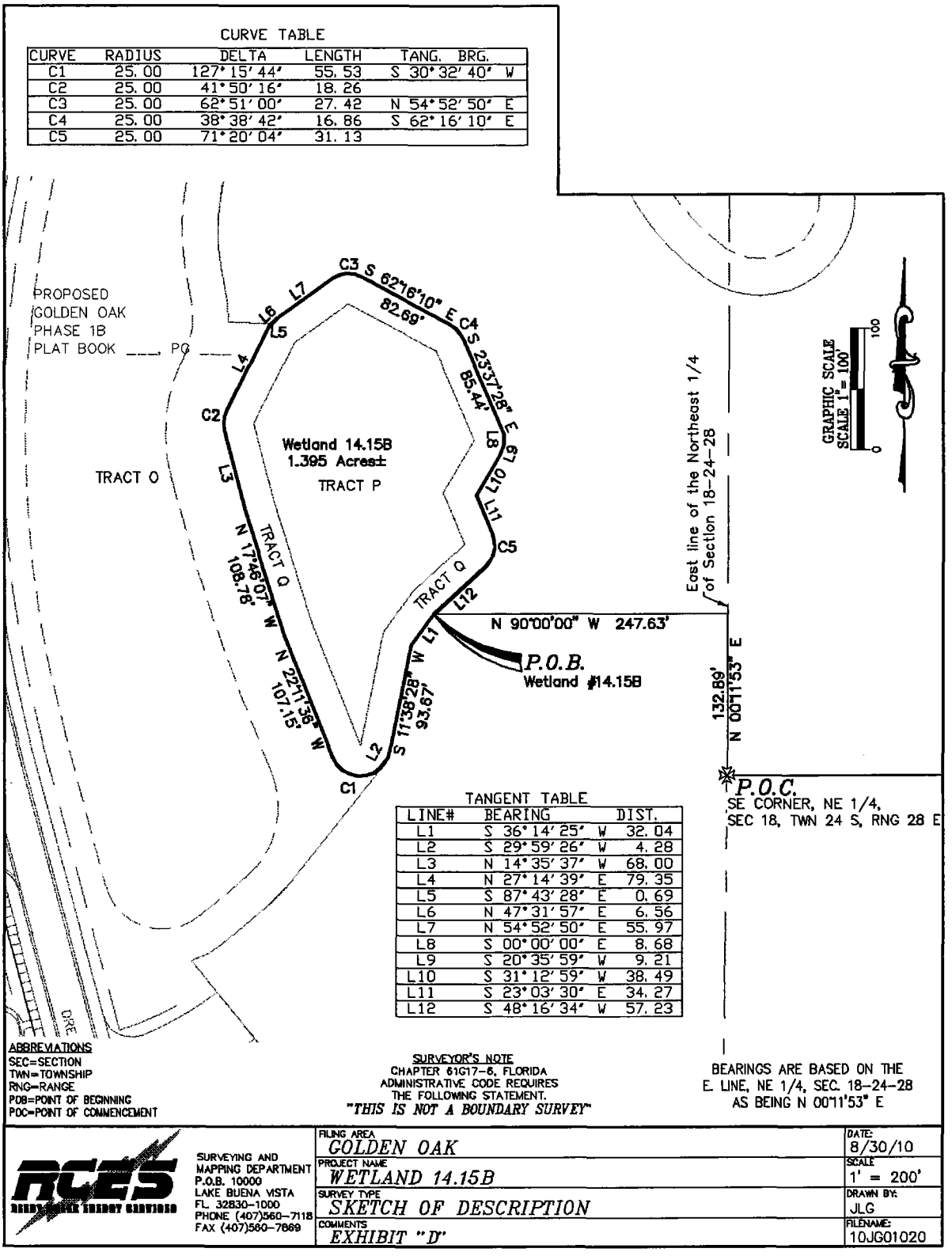
TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 00°33'48" W	214.17
L2	S 15°15'30" E	242.46
L3	S 09°38'45" W	167.93
L4	S 29°50'43" W	288.98
L5	S 27°17'40" E	93.16
L6	S 63°15'30" E	63.09
L7	N 75°28'07" E	70.19
L8	N 03°48'45" W	24.29
L9	N 47°18'54" E	37.10
L10	N 06°58'19" W	51.79
L11	N 25°04'56" W	80.36
L12	N 21°34'58" W	112.96
L13	N 23°48'42" E	31.41
L14	N 59°48'12" E	61.99
L15	S 82°22'12" E	18.57
L16	N 75°48'30" E	82.70
L17	N 70°41'52" E	98.39
L18	N 51°48'05" E	58.47
L19	N 48°33'38" E	93.96
L20	N 22°42'17" E	90.27
L21	N 20°06'37" E	19.72
L22	S 69°53'22" E	102.75
L23	S 37°30'38" E	145.25
L24	S 01°50'25" E	13.75
L25	S 00°33'48" W	99.35
L26	S 74°19'01" W	25.85
L27	N 82°06'50" W	93.69
L28	S 53°54'47" W	60.60
L29	N 26°56'10" W	42.42
L30	S 47°40'44" W	87.60
L31	S 48°24'33" W	98.06
L32	S 48°23'36" W	9.74
L33	S 23°11'40" W	134.82
L34	S 09°56'26" W	11.43
L35	S 03°16'47" E	132.73
L36	S 16°23'52" E	92.70
L37	S 08°56'22" W	67.57
L38	S 03°08'09" E	151.73
L39	S 22°11'02" W	86.23
L40	S 09°38'45" W	130.82
L41	S 04°46'10" W	96.57
L42	S 11°00'12" W	111.44
L43	S 31°38'11" W	92.48
L44	S 20°47'31" W	9.38
L45	S 08°39'59" W	148.06
L46	S 00°42'26" E	8.10
L47	S 15°48'31" E	92.13
L48	S 25°23'58" W	78.48
L49	S 17°43'54" W	6.70
L50	S 00°09'26" W	61.95
L51	S 89°21'58" W	37.96
L52	N 61°49'39" W	36.36
L53	S 79°24'31" W	93.45
L54	S 64°28'04" E	25.48
L55	S 17°32'59" E	65.50
L56	S 07°23'49" W	18.14
L57	S 60°09'25" E	53.63
L58	S 53°49'24" E	66.29
L59	N 69°41'36" E	25.03
L60	N 27°17'40" W	177.64
L61	N 29°50'43" E	288.98
L62	N 09°38'45" E	167.93
L63	N 23°36'32" E	15.04
L64	N 09°50'50" W	31.63
L65	N 20°20'57" W	0.63
L66	N 08°55'38" E	21.22
L67	S 00°00'00" E	50.04
L68	N 51°01'41" W	83.54
L69	N 31°37'50" E	165.37
L70	N 28°03'11" W	95.35
L71	N 13°45'44" W	47.73
L72	N 28°55'14" E	152.44
L73	S 76°56'11" E	104.56
L74	S 85°15'14" E	95.72
L75	S 69°48'38" E	85.22
L76	S 37°38'37" E	96.72
L77	S 56°38'48" E	106.72
L78	S 71°49'57" E	91.32
L79	S 63°52'48" E	152.68
L80	N 70°14'00" E	73.68
L81	N 77°56'53" E	116.91
L82	N 84°18'13" E	51.79
L83	S 89°03'00" E	96.88
L84	N 66°58'59" E	80.82
L85	N 44°41'24" E	85.24
L86	S 79°02'16" E	146.86
L87	N 65°39'23" E	108.46
L88	N 20°05'22" E	168.18
L89	N 22°58'13" E	87.94
L90	N 35°20'27" E	90.33
L91	N 74°44'47" E	66.79
L92	N 77°42'57" E	84.88
L93	S 87°12'48" E	40.11
L94	S 15°14'13" E	80.67
L95	S 07°32'42" W	68.01
L96	S 03°06'23" E	111.09
L97	S 14°30'32" E	104.94
L98	S 15°01'47" W	86.03
L99	S 58°16'14" W	95.99
L100	S 62°48'18" W	100.08
L101	S 86°35'32" W	100.03
L102	S 44°03'35" W	129.67
L103	S 10°34'18" W	129.55
L104	S 10°44'04" E	144.09
L105	S 34°57'28" E	145.41
L106	S 68°30'58" E	131.37
L107	N 64°59'30" E	91.69
L108	N 24°03'44" E	71.01
L109	N 36°55'50" E	126.64
L110	N 24°42'46" E	241.59
L111	N 01°59'29" W	106.28
L112	N 14°52'47" E	88.32
L113	N 28°50'44" E	77.77
L114	N 68°59'11" E	89.71
L115	N 42°14'20" E	133.97
L116	N 13°26'04" E	97.39
L117	N 40°45'32" E	117.42
L118	N 64°40'37" E	76.48
L119	N 64°40'37" E	28.77
L120	N 43°56'36" E	91.06
L121	S 85°59'29" W	134.58
L122	N 58°01'53" W	87.73
L123	N 28°57'56" W	106.03
L124	N 25°16'40" W	86.79
L125	N 34°38'41" W	8.13
L126	N 43°40'59" W	16.92
L127	N 88°48'04" E	167.85
L128	S 18°22'07" W	21.53
L129	S 79°12'34" W	73.82
L130	S 70°12'20" W	51.28
L131	S 22°40'15" W	47.90
L132	S 13°21'13" E	71.04
L133	S 60°46'01" E	44.00
L134	N 81°59'47" E	28.77
L135	S 59°14'28" E	40.62
L136	N 51°11'12" E	19.73
L137	S 89°59'11" E	9.98
L138	S 03°36'48" E	24.77
L139	S 27°34'13" E	47.50
L140	S 18°27'55" W	25.06
L141	S 46°48'00" W	58.30
L142	S 07°52'59" E	43.59
L143	S 14°35'20" W	27.70
L144	S 78°32'27" W	53.33
L145	N 46°06'29" W	28.29
L146	N 24°56'59" W	36.31
L147	N 53°37'26" W	70.75
L148	N 82°09'43" W	61.81
L149	S 62°18'19" W	61.89
L150	S 58°38'23" W	50.75
L151	S 45°32'30" W	46.42
L152	S 17°56'20" W	46.37
L153	S 22°40'25" W	36.41
L154	S 11°25'06" W	9.73
L155	S 00°10'37" W	51.79
L156	S 07°45'20" E	6.90
L157	S 15°39'50" E	45.31
L158	S 31°07'53" E	35.96
L159	S 37°59'48" E	45.22
L160	S 48°59'40" E	10.81
L161	S 71°13'02" E	50.60
L162	S 80°37'07" E	8.22
L163	N 88°09'59" E	68.53
L164	N 67°03'32" E	68.89
L165	N 40°58'28" E	54.86
L166	N 15°01'37" E	42.71
L167	N 14°08'17" E	54.21
L168	N 74°50'24" E	21.89
L169	N 80°11'13" E	8.86
L170	N 59°02'01" E	24.65
L171	N 79°30'16" E	24.09
L172	S 87°36'25" E	21.10
L173	S 21°21'21" E	8.69
L174	S 00°33'52" W	139.30
L175	S 00°33'58" W	92.07
L176	S 09°51'17" W	57.40
L177	S 00°27'22" W	22.35
L178	S 22°20'01" W	17.61
L179	S 20°04'26" W	62.29
L180	S 19°01'59" W	84.55
L181	S 66°56'33" W	64.62
L182	S 01°47'17" E	100.33
L183	S 10°55'36" E	8.10
L184	S 23°16'14" E	89.41
L185	S 20°07'47" E	82.15
L186	S 06°26'10" W	107.58
L187	S 06°23'23" W	116.25
L188	S 01°12'22" E	6.68
L189	S 08°55'05" E	108.85
L190	S 01°34'38" E	86.48
L191	S 10°58'04" W	90.82
L192	S 10°55'41" W	109.26
L193	N 43°57'10" W	30.18
L194	S 33°32'47" W	94.06
L195	S 48°33'51" W	133.49
L196	S 82°42'24" W	51.41
L197	S 74°49'33" W	6.84
L198	S 67°00'10" W	142.62
L199	N 82°23'00" W	109.56
L200	N 79°12'17" W	73.11
L201	N 89°37'08" W	9.03
L202	S 78°53'41" W	66.39
L203	N 64°57'02" W	109.36
L204	N 71°58'46" W	97.36
L205	N 72°18'52" W	53.13
L206	S 12°03'19" W	131.15
L207	S 26°12'34" E	62.69
L208	S 34°20'18" E	7.08
L209	S 42°32'58" E	114.62
L210	S 51°15'28" E	9.12
L211	S 71°49'49" E	77.47
L212	S 60°08'57" E	67.88
L213	S 74°35'46" E	127.97
L214	S 80°17'12" E	76.83
L215	S 65°59'19" E	90.98
L216	N 81°34'21" E	72.18
L217	N 61°11'23" E	91.05
L218	N 27°07'38" E	73.43
L219	N 37°20'30" E	61.50
L220	N 56°21'25" E	27.21
L221	N 63°49'34" E	77.03
L222	N 19°39'13" E	83.91
L223	N 36°55'21" E	50.00
L224	N 86°47'53" E	11.57
L225	S 39°39'12" E	91.11
L226	S 29°54'22" E	107.30
L227	S 63°28'47" E	126.72
L228	S 04°47'03" W	55.65
L229	S 03°40'43" E	88.87
L230	S 02°30'31" E	93.02
L231	S 11°07'25" E	110.37
L232	S 12°17'47" E	80.92
L233	S 23°54'52" W	51.77
L234	S 54°10'48" E	89.61
L235	S 04°42'15" W	64.42
L236	S 13°35'25" W	49.31
L237	S 48°39'31" W	36.19
L238	S 00°43'25" W	67.45
L239	S 51°00'40" W	63.02
L240	S 45°41'05" W	101.95
L241	S 18°33'54" W	84.90
L242	S 49°33'18" E	61.34
L243	S 11°47'44" E	63.25
L244	S 22°00'43" E	36.10
L245	S 22°00'33" E	72.59
L246	S 07°42'48" E	58.66
L247	S 26°15'38" W	120.60
L248	S 04°49'48" E	68.40
L249	S 36°17'56" W	42.05
L250	S 82°45'41" W	33.72
L251	S 40°50'08" W	57.55
L252	S 31°29'41" W	80.09
L253	S 55°03'46" W	90.57
L254	S 53°48'08" W	74.09
L255	N 71°04'02" W	69.32
L256	N 74°32'50" W	64.05
L257	N 82°18'14" W	6.72
L258	S 76°39'54" W	79.01
L259	S 74°17'50" W	47.22
L260	N 83°24'11" W	42.54
L261	N 65°28'08" E	122.36
L262	N 76°27'23" E	76.59
L263	N 43°25'15" E	96.90
L264	N 32°05'04" E	88.07
L265	N 27°14'51" E	84.00
L266	N 08°39'10" E	96.77
L267	N 13°42'59" W	77.63
L268	N 16°19'31" W	87.16
L269	N 84°34'14" W	13.31
L270	N 18°26'06" W	26.84
L271	N 21°49'07" W	62.89
L272	S 82°18'14" E	35.70
L273	S 47°11'23" E	17.36
L274	S 23°36'32" W	15.04

RCES
RIDDLE CRAIG ESSERT SERVICES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE (407)560-7118
FAX (407)560-7889

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: ADDITIONAL RESIDENTIAL PARCEL	SCALE
SURVEY TYPE: TANGENT TABLE	DRAWN BY: JLG
COMMENTS: EXHIBIT "D" PARCELS "B" "C" "D" "E" "F"	FILENAME: 10JG0761

7231


CURVE TABLE
CURVE | RADIUS | DELTA | LENGTH | TANG. BRG.
C1 | 25.00 | 127°15'44" | 55.53 | S 30°32'40" W
C2 | 25.00 | 41°50'16" | 18.26 |
C3 | 25.00 | 62°51'00" | 27.42 | N 54°52'50" E
C4 | 25.00 | 38°38'42" | 16.86 | S 62°16'10" E
C5 | 25.00 | 71°20'04" | 31.13 |
PROPOSED
GOLDEN OAK
PHASE 1B
PLAT BOOK ____, PG ____
Wetland 14.15B
1.395 Acres±
TRACT P
TRACT O
TRACT Q
TRACT Q
C1
C2
C3 S 62°16'10" E 82.69'
C4 S 23°37'28" E 85.44'
C5
L1
L2
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
N 17°48'07" W 108.78'
N 22°11'36" W 107.15'
S 11°38'28" W 93.67'
N 90°00'00" W 247.63'
P.O.B.
Wetland #14.15B
East line of the Northeast 1/4 of Section 18-24-28
132.89' N 00°11'53" E
P.O.C.
SE CORNER, NE 1/4,
SEC 18, TWN 24 S, RNG 28 E
GRAPHIC SCALE
SCALE 1" = 100'
100
0
CRE
TANGENT TABLE
LINE# | BEARING | DIST.
L1 | S 36°14'25" W | 32.04
L2 | S 29°59'26" W | 4.28
L3 | N 14°35'37" W | 68.00
L4 | N 27°14'39" E | 79.35
L5 | S 87°43'28" E | 0.69
L6 | N 47°31'57" E | 6.56
L7 | N 54°52'50" E | 55.97
L8 | S 00°00'00" E | 8.68
L9 | S 20°35'59" W | 9.21
L10 | S 31°12'59" W | 38.49
L11 | S 23°03'30" E | 34.27
L12 | S 48°16'34" W | 57.23
ABBREVIATIONS
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE
E. LINE, NE 1/4, SEC. 18-24-28
AS BEING N 00°11'53" E
RCES
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA: GOLDEN OAK
PROJECT NAME: WETLAND 14.15B
SURVEY TYPE: SKETCH OF DESCRIPTION
COMMENTS: EXHIBIT "D"
DATE: 8/30/10
SCALE: 1' = 200'
DRAWN BY: JLG
FILENAME: 10JG01020

7232

DESCRIPTION

Parcel 1

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the East Quarter corner of said Section run along the East line of the Southeast 1/4 of said Section, S 00°33'48" W, 214.17 feet; thence N 90°00'00" W, 581.00 feet to the Point of Beginning, thence S 15°15'30" E, 242.46 feet to a point of curvature of a curve concave Westerly having a radius of 850.00 feet, and a central angle of 24°54'15"; thence run Southerly along the arc of said curve, 369.46 feet; thence S 09°38'45" W, 167.93 feet to a point of curvature of a curve concave Westerly having a radius of 1220.00 feet, and a central angle of 20°11'57"; thence run Southerly along the arc of said curve, 430.10 feet; thence S 29°50'43" W, 288.98 feet to a point of curvature of a curve concave Easterly having a radius of 394.00 feet, and a central angle of 57°08'23"; thence run Southerly along the arc of said curve, 392.93 feet; thence S 27°17'40" E, 93.16 feet to a point the Northeasterly boundary of RCID Canal L-105 as recorded in Official Records Book 1896, Pages 228 and 232 of the Public Records of this County, run along said Canal the following three courses; said point being a point on a non-tangent curve concave Southwesterly having a radius of 998.00 feet, and a central angle of 12°04'09"; from a tangent bearing of N 28°55'57" W run Northwesterly along the arc of said curve, 210.22 feet; N 41°00'06" W, 575.00 feet to a point of curvature of a curve concave Easterly having a radius of 1505.50 feet, and a central angle of 37°08'46"; run Northerly along the arc of said curve, 976.05 feet; thence run along the RCID jurisdictional boundary as recorded in RCID resolutions 485, 499 and 501, the following courses S 63°15'30" E, 63.09 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 41°16'24"; run Easterly along the arc of said curve, 18.01 feet; N 75°28'07" E, 70.19 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 79°16'52"; run Northeasterly along the arc of said curve, 34.59 feet; N 03°48'45" W, 24.29 feet; N 47°18'54" E, 37.10 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 54°17'13"; run Northerly along the arc of said curve, 23.69 feet; N 06°58'19" W, 51.79 feet; N 25°04'56" W, 80.36 feet; N 21°34'58" W, 112.96 feet; N 23°48'42" E, 31.41 feet; N 59°48'12" E, 61.99 feet; S 82°22'12" E, 18.57 feet; N 75°48'30" E, 82.70 feet; N 70°41'52" E, 98.39 feet; N 51°48'05" E, 58.47 feet; N 48°33'38" E, 93.96 feet; N 22°42'17" E, 90.27 feet; N 20°06'37" E, 19.72 feet; thence departing said boundary run S 69°53'23" E, 102.75 feet; thence S 37°30'38" E, 145.25 feet to a point on a non-tangent curve concave Southwesterly having a radius of 143.00 feet, and a central angle of 116°13'08"; thence from a tangent bearing of N 61°56'27" E run Southeasterly along the arc of said curve, 290.06 feet; thence S 01°50'25" E, 13.75 feet to a point on a non-tangent curve concave Northerly having a radius of 615.00 feet, and a central angle of 11°32'03"; thence from a tangent bearing of N 87°36'21" E run Easterly along the arc of said curve, 123.81 feet; to a point of compound curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 91°19'47"; thence run Northeasterly along the arc of said curve, 39.85 feet to the Point of Beginning, containing 32.00 acres, more or less.

Together with:

Parcel 2

A parcel of land lying in Section 7, 8, 17 and 18 , Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Begin at the East Quarter corner of said Section 18 run S 00°33'48" W, 99.35 feet along the East line of the Southeast 1/4 of said Section; thence S 74°19'01" W, 25.85 feet; thence N 82°06'50" W, 93.69 feet to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 43°58'23"; thence run Westerly along the arc of said curve, 19.19 feet; thence S 53°54'47" W, 60.60 feet; thence N 26°56'10" W, 42.42 feet to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 105°23'07"; thence run Westerly along the arc of said curve, 45.98 feet; thence S 47°40'44" W, 87.60 feet; thence S 48°24'33" W, 98.06 feet; thence S 48°23'36" W, 9.74 feet; thence S 23°11'40" W, 134.82 feet; thence S 09°56'26" W, 11.43 feet; thence S 03°16'47" E, 132.73 feet; thence S 16°23'52" E, 92.70 feet; thence S 08°56'22" W, 67.57 feet; thence S 03°08'09" E, 151.73 feet; thence S 22°11'02" W, 86.23 feet; thence S 09°38'45" W, 130.82 feet; thence S 04°46'10" W, 96.57 feet; thence S 11°00'12" W, 111.44 feet; thence S 31°38'11" W, 92.48 feet; thence S 20°47'31" W, 9.38 feet; thence S 08°39'59" W, 148.06 feet; thence S 00°42'26" E, 8.10 feet; thence S 15°48'31" E, 92.13 feet; thence S 25°23'58" W, 78.48 feet; thence S 17°43'54" W, 6.70 feet; thence S 00°09'26" W, 61.95 feet; thence S 89°21'58" W, 37.96 feet; thence N 61°49'39" W, 36.36 feet to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 38°45'51"; thence run Westerly along the arc of said curve, 16.91 feet; thence S 79°24'31" W, 93.45 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 143°52'35"; thence run Southerly along the arc of said curve, 62.78 feet; thence S 64°28'04" E, 25.48 feet; thence S 17°32'59" E, 65.50 feet; thence S 07°23'49" W, 18.14 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 67°33'13"; thence run Southeasterly along the arc of said curve, 29.48 feet; thence S 60°09'25" E, 53.63 feet; thence S 53°49'24" E, 66.29 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 56°29'01"; thence run Easterly along the arc of said curve, 24.65 feet; thence N 69°41'36" E, 25.03 feet to a point on a non-tangent curve concave Southeasterly having a radius of 1975.00 feet, and a central angle of 07°51'26"; thence from a tangent bearing of S 31°27'22" W run Southwesterly along the arc of said curve, 270.84 feet; thence N 27°17'40" W, 177.64 feet to a of curvature of a curve concave Easterly having a radius of 334.00 feet, and a central angle of 57°08'23"; thence run Northerly along the arc of said curve, 333.09 feet; thence N 29°50'43" E, 288.98 feet to a point of curvature of a curve concave Westerly having a radius of 1280.00 feet, and a central angle of 20°11'57"; thence run Northerly along the arc of said curve, 451.26 feet; thence N 09°38'45" E, 167.93 feet to a point of curvature of a curve concave Westerly having a radius of 910.00 feet, and a central angle of 24°54'15"; thence run Northerly along the arc of said curve, 395.54 feet; thence N 15°15'30" W, 478.70 feet to a point of curvature of a curve concave Easterly having a radius of 950.00 feet, and a central angle of 38°52'02"; thence run Northerly along the arc of said curve, 644.44 feet; thence N 23°36'32" E, 15.04 feet to a point of curvature of a curve concave Westerly having a radius of 420.00 feet, and a central angle of 71°20'32"; thence run Northerly along the arc of said curve, 522.96 feet; to a point of reverse curvature of a curve concave Northeasterly having a radius of 360.00 feet, and a central angle of 37°53'09"; thence run Northwesterly along the arc of said curve, 238.04 feet; thence N 09°50'50" W, 31.63 feet to a point of curvature of a curve concave Westerly having a radius of 540.00 feet, and a central angle of 10°30'06"; thence run Northerly along the arc of said curve, 98.98 feet; thence N 20°20'57" W, 0.63 feet to a point of curvature of a curve concave Southwesterly having a radius of 244.00 feet, and a central angle of 27°32'26"; thence run Northwesterly along the arc of said curve, 117.28 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of

171.00 feet, and a central angle of 21°46'32"; thence run Northwesterly along the arc of said curve, 64.99 feet; to a point of reverse curvature of a curve concave Northeasterly having a radius of 11.00 feet, and a central angle of 78°35'33"; thence run Northwesterly along the arc of said curve, 15.09 feet; thence N 08°55'38" E, 21.22 feet to a point of curvature of a curve concave Southwesterly having a radius of 250.00 feet, and a central angle of 51°01'45"; thence run Northwesterly along the arc of said curve, 222.66 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 1370.67 feet, and a central angle of 07°00'05"; thence run Northwesterly along the arc of said curve, 167.49 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 747.11 feet, and a central angle of 16°08'13"; thence run Northwesterly along the arc of said curve, 210.42 feet; to a point of compound curvature of a curve concave Southerly, having a radius of 982.63, and a central angle of 22°05'22"; thence run Westerly along the arc of said curve 378.84 feet; thence S 00°00'00" E, 50.04 feet to a point on the boundary of a deed in favor of FS Orlando Residential, LLC and recorded in Official Records Book 9745, Page 8663, run along said boundary the following two courses; also being a point on a non-tangent curve concave Southerly having a radius of 932.64 feet, and a central angle of 02°37'11"; from a tangent bearing of N 87°19'18" W run Northwesterly along the arc of said curve, 42.64 feet to a point of compound curvature of a curve concave Southerly having a radius of 676.49 feet, and a central angle of 10°02'40"; run Westerly along the arc of said curve, 118.59 feet to a point on the boundary of the **Hotel Parcel** as described in a deed in favor of FS Orlando, LLC and recorded in Official Records Book 9745, Page 8651 and a point of compound curvature of a curve concave Southeasterly having a radius of 676.49 feet, and a central angle of 29°43'07"; thence run Southwesterly along the arc of said curve and **Hotel Parcel**, 350.89 feet to a point on the boundary of **Golf Course Parcel 2** as described in a deed in favor of FS Orlando Golf, LLC and recorded in Official Records Book 9745, Page 8670 the following courses; N 51°01'41" W, 83.54 feet; N 31°37'50" E, 165.37 feet to a point of curvature of a curve concave Westerly having a radius of 125.00 feet, and a central angle of 59°41'01"; run Northerly along the arc of said curve, 130.21 feet; N 28°03'11" W, 95.35 feet to a point of curvature of a curve concave Southwesterly having a radius of 250.00 feet, and a central angle of 55°31'16"; run Northwesterly along the arc of said curve, 242.26 feet; to a point of reverse curvature of a curve concave Northeasterly having a radius of 45.00 feet, and a central angle of 99°54'55"; run Northwesterly along the arc of said curve, 78.47 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 75.00 feet, and a central angle of 30°06'13"; run Northerly along the arc of said curve, 39.41 feet; N 13°45'44" W, 47.73 feet to a point on the North line of the Northeast 1/4 of Section 18; thence entering Section 7 run, N 28°55'14" E, 152.44 feet; thence departing said deed run along the RCID jurisdictional boundary as recorded in RCID resolutions 485, 499 and 501, the following courses S 76°56'11" E, 104.56 feet; S 85°15'14" E, 95.72 feet; S 69°48'38" E, 85.22 feet; S 37°38'37" E, 96.72 feet; S 56°38'48" E, 106.72 feet; S 71°49'57" E, 91.32 feet; S 63°52'48" E, 152.68 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 45°53'12"; run Easterly along the arc of said curve, 20.02 feet; N 70°14'00" E, 73.68 feet; N 77°56'53" E, 116.91 feet; N 84°18'13" E, 51.79 feet; S 89°03'00" E, 96.88 feet; N 66°58'59" E, 80.82 feet; N 44°41'24" E, 85.24 feet; S 79°02'16" E, 146.86 feet; N 65°39'23" E, 108.46 feet; N 20°05'22" E, 168.18 feet; N 22°58'13" E, 87.94 feet; N 35°20'27" E, 90.33 feet; N 74°44'47" E, 66.79 feet; N 77°42'57" E, 84.88 feet; S 87°12'48" E, 40.11 feet; S 15°14'13" E, 80.67 feet; S 07°32'42" W, 68.01 feet; S 03°06'23" E, 111.09 feet; S 14°30'32" E, 104.94 feet; S 15°01'47" W, 86.03 feet; S 58°16'14" W, 95.99 feet; S 62°48'18" W, 100.08 feet; S 86°35'32" W, 100.03 feet; S 44°03'35" W, 129.67 feet; S 10°34'18" W, 129.55 feet; S 10°44'04" E, 144.09 feet; S 34°57'28" E, 145.41 feet; S 68°30'58" E, 131.37 feet; to a point on a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 46°29'32"; from a tangent bearing of S 68°30'58" E run Easterly along the arc of said curve, 20.29 feet; N 64°59'30" E, 91.69 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 40°55'45"; run Northeasterly along the arc of said curve, 17.86 feet; N 24°03'44" E, 71.01

feet; N 36°55'50" E, 126.64 feet; N 24°42'46" E, 241.59 feet; N 01°59'29" W, 106.28 feet; N 14°52'47" E, 88.32 feet; N 28°50'44" E, 77.77 feet; N 68°59'11" E, 89.71 feet; N 42°14'20" E, 133.97 feet; N 13°26'04" E, 97.39 feet; N 40°45'32" E, 117.42 feet; N 64°40'37" E, 76.48 feet; N 64°40'37" E, 28.77 feet; N 43°56'36" E, 91.06 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 51°32'25"; run Northerly along the arc of said curve, 22.49 feet; to a point of compound curvature of a curve concave Westerly having a radius of 425.00 feet, and a central angle of 16°33'54"; run Northerly along the arc of said curve, 122.87 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 15.00 feet, and a central angle of 46°20'48"; from a tangent bearing of N 24°09'43" W run Northwesterly along the arc of said curve, 12.13 feet; to a point on a non-tangent curve concave Southerly having a radius of 425.00 feet, and a central angle of 23°29'59"; from a tangent bearing of N 70°30'32" W run Westerly along the arc of said curve, 174.31 feet; S 85°59'29" W, 134.58 feet; N 58°01'53" W, 87.73 feet; N 28°57'56" W, 106.03 feet; N 25°16'40" W, 86.79 feet; N 34°38'41" W, 8.13 feet; N 43°40'58" W, 16.92 feet to a point on a non-tangent curve concave Northerly having a radius of 80.00 feet, and a central angle of 128°43'49"; from a tangent bearing of S 43°43'14" E run Easterly along the arc of said curve, 179.74 feet; to a point of reverse curvature of a curve concave Southeasterly having a radius of 545.08 feet, and a central angle of 55°14'39"; run Northeasterly along the arc of said curve, 525.56 feet; to a point of compound curvature of a curve concave Southerly having a radius of 545.08 feet, and a central angle of 26°00'28"; run Easterly along the arc of said curve, 247.42 feet; N 88°48'04" E, 167.85 feet; thence departing said boundary run S 18°22'07" W, 21.53 feet; thence S 79°12'34" W, 73.82 feet; thence S 70°12'20" W, 51.28 feet; to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 47°32'05"; thence run Southwesterly along the arc of said curve, 20.74 feet; thence S 22°40'15" W, 47.90 feet; thence S 13°21'13" E, 71.04 feet; to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 47°24'48"; thence run Southeasterly along the arc of said curve, 20.69 feet; thence S 60°46'01" E, 44.00 feet; to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 37°14'09"; thence run Easterly along the arc of said curve, 16.25 feet; thence N 81°59'47" E, 28.77 feet; thence S 59°14'28" E, 40.62 feet; to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 69°34'20"; thence run Easterly along the arc of said curve, 30.36 feet; thence N 51°11'12" E, 19.73 feet; thence S 89°59'11" E, 9.98 feet; thence S 03°36'48" E, 24.77 feet; to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 23°57'25"; thence run Southerly along the arc of said curve, 10.45 feet; thence S 27°34'13" E, 47.50 feet; thence S 18°27'55" W, 25.06 feet; thence S 46°48'00" W, 58.30 feet; to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 54°40'59"; thence run Southerly along the arc of said curve, 23.86 feet; thence S 07°52'59" E, 43.59 feet; thence S 14°35'20" W, 27.70 feet; thence S 78°32'27" W, 53.33 feet; thence N 46°06'29" W, 28.29 feet; thence N 24°56'59" W, 36.31 feet; thence N 53°37'26" W, 70.75 feet; thence N 82°09'43" W, 61.81 feet; thence S 62°18'19" W, 61.89 feet; thence S 58°38'23" W, 50.75 feet; thence S 45°32'30" W, 46.42 feet; thence S 17°56'20" W, 46.37 feet; thence S 22°40'25" W, 36.41 feet; thence S 11°25'06" W, 9.73 feet; thence S 00°10'37" W, 51.79 feet; thence S 07°45'20" E, 6.90 feet; thence S 15°39'50" E, 45.31 feet; thence S 31°07'53" E, 35.96 feet; thence S 37°59'48" E, 45.22 feet; thence S 48°59'40" E, 10.81 feet; thence S 71°13'02" E, 50.60 feet; thence S 80°37'07" E, 8.22 feet; thence N 88°09'59" E, 68.53 feet; thence N 67°03'32" E, 68.89 feet; thence N 40°58'28" E, 54.86 feet; thence N 15°01'37" E, 42.71 feet; thence N 14°08'17" E, 54.21 feet; thence N 74°50'24" E, 21.89 feet; thence N 80°11'13" E, 8.86 feet; thence N 59°02'01" E, 24.65 feet; thence N 79°30'16" E, 24.09 feet; thence S 87°36'25" E, 21.10 feet; thence S 21°21'21" E, 8.69 feet; thence S 00°33'52" W, 139.30 feet; thence S 00°33'58" W, 92.07 feet; thence S 09°51'17" W, 57.40 feet; thence S 00°27'22" W, 22.35 feet; thence S 22°20'05" W, 17.61 feet; thence S 20°04'26" W, 62.19 feet; thence S 19°01'59" W, 84.55 feet; thence S 66°56'33" W, 64.62 feet to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of

68°43'50"; thence run Southwesterly along the arc of said curve, 29.99 feet; thence S 01°47'17" E, 100.33 feet; thence S 10°55'36" E, 8.10 feet; thence S 23°16'14" E, 89.41 feet; thence S 20°07'47" E, 82.15 feet; thence S 06°26'10" W, 107.58 feet; thence S 06°23'23" W, 116.25 feet; thence S 01°12'22" E, 6.68 feet; thence S 08°55'05" E, 108.85 feet; thence S 01°34'38" E, 86.48 feet; thence S 10°58'04" W, 90.82 feet; thence S 10°55'41" W, 109.26 feet; thence N 43°57'10" W, 30.18 feet to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 102°30'03"; thence run Westerly along the arc of said curve, 44.72 feet; thence S 33°32'47" W, 94.06 feet; thence S 48°33'51" W, 133.49 feet; thence S 82°42'24" W, 51.41 feet; thence S 74°49'33" W, 6.84 feet; thence S 67°00'10" W, 142.62 feet; thence N 82°23'00" W, 109.56 feet; thence N 79°12'17" W, 73.11 feet; thence N 89°37'08" W, 9.03 feet; thence S 78°53'41" W, 66.39 feet; thence N 64°57'02" W, 109.36 feet; thence N 71°58'46" W, 97.36 feet; thence N 72°18'52" W, 53.13 feet to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 95°37'49"; thence run Southwesterly along the arc of said curve, 41.73 feet; thence S 12°03'19" W, 131.15 feet to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet, and a central angle of 38°16'28"; thence from a tangent bearing of S 12°03'54" W run Southerly along the arc of said curve, 16.70 feet; thence S 26°12'34" E, 62.69 feet; thence S 34°20'18" E, 7.08 feet; thence S 42°32'58" E, 114.62 feet; thence S 51°15'28" E, 9.12 feet; thence S 71°49'49" E, 77.47 feet; thence S 60°08'57" E, 67.88 feet; thence S 74°35'46" E, 127.97 feet; thence S 80°17'12" E, 76.83 feet; thence S 65°59'19" E, 90.98 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 32°26'19"; thence run Easterly along the arc of said curve, 14.15 feet; thence N 81°34'21" E, 72.18 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 20°22'59"; thence run Easterly along the arc of said curve, 8.89 feet; thence N 61°11'23" E, 91.05 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 34°03'45"; thence run Northeasterly along the arc of said curve, 14.86 feet; thence N 27°07'38" E, 73.43 feet; thence N 37°20'30" E, 61.50 feet; thence N 56°21'25" E, 27.21 feet; thence N 63°49'34" E, 77.03 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 44°10'22"; thence run Northeasterly along the arc of said curve, 19.27 feet; thence N 19°39'13" E, 83.91 feet; thence N 36°55'21" E, 50.00 feet; thence N 86°47'53" E, 11.57 feet; thence S 39°39'12" E, 91.11 feet; thence S 29°54'22" E, 107.30 feet; thence S 63°28'47" E, 126.72 feet; thence S 04°47'03" W, 55.65 feet; thence S 03°40'43" E, 88.87 feet; thence S 02°30'31" E, 93.02 feet; thence S 11°07'25" E, 110.37 feet; thence S 12°17'47" E, 80.92 feet; thence S 23°54'52" W, 51.77 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 78°05'40"; thence run Southerly along the arc of said curve, 34.08 feet; thence S 54°10'48" E, 89.61 feet; thence S 04°42'15" W, 64.42 feet; thence S 13°35'25" W, 49.31 feet; thence S 48°39'31" W, 36.19 feet to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 47°56'06"; thence run Southwesterly along the arc of said curve, 20.92 feet; thence S 00°43'25" W, 67.45 feet; thence S 51°00'40" W, 63.02 feet; thence S 45°41'05" W, 101.95 feet; thence S 18°33'54" W, 84.90 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 68°07'12"; thence run Southerly along the arc of said curve, 29.72 feet; thence S 49°33'18" E, 61.34 feet; thence S 11°47'44" E, 63.25 feet; thence S 22°00'43" E, 36.10 feet; thence S 22°00'33" E, 72.59 feet; thence S 07°42'48" E, 58.66 feet; thence S 26°15'38" W, 120.60 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 31°05'27"; thence run Southerly along the arc of said curve, 13.57 feet; thence S 04°49'48" E, 68.40 feet; thence S 36°17'56" W, 42.05 feet; thence S 82°45'41" W, 33.72 feet to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 41°55'33"; thence run Southwesterly along the arc of said curve, 18.29 feet; thence S 40°50'08" W, 57.55 feet; thence S 31°29'41" W, 80.09 feet; thence S 55°03'46" W, 90.57 feet; thence S 53°48'08" W, 74.09 feet; thence N 71°04'02" W, 69.32 feet; thence N 74°32'50" W, 64.05 feet;

thence N 82°18'14" W, 6.72 feet; thence S 76°39'54" W, 79.01 feet; thence S 74°17'50" W, 47.22 feet to the Point of Beginning, containing 99.21 acres, more or less.

Together with:

Parcel 3

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the East Quarter corner of said Section 18, run along the East line of the Northeast 1/4 of said Section 18, N 00°11'53" E, 443.92 feet; thence N 90°00'00" W, 668.95 feet to a point on the boundary of the **Hotel Parcel** as described in a deed in favor of FS Orlando, LLC and recorded in Official Records Book 9745, Page 8651 and the Point of Beginning, thence run along said boundary the following five courses, also being a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 87°13'52"; from a tangent bearing of S 09°21'57" W run Southwesterly along the arc of said curve, 38.06 feet; N 83°24'11" W, 42.54 feet to a point of curvature of a curve concave Southerly having a radius of 271.37 feet, and a central angle of 28°25'37"; run Westerly along the arc of said curve, 134.64 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 82.76 feet, and a central angle of 58°14'14"; run Westerly along the arc of said curve, 84.12 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 223.65 feet, and a central angle of 05°22'02"; run Northwesterly along the arc of said curve, 20.95 feet; to a point on a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 66°38'31"; thence from a tangent bearing of S 49°53'21" E run Easterly along the arc of said curve, 28.21 feet; thence N 65°28'08" E, 122.36 feet; thence N 76°27'23" E, 76.59 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 33°02'08"; thence run Northeasterly along the arc of said curve, 14.41 feet; thence N 43°25'15" E, 96.90 feet; thence N 32°05'04" E, 88.07 feet; thence N 27°14'51" E, 84.00 feet; thence N 08°39'10" E, 96.77 feet; thence N 13°42'59" W, 77.63 feet; thence N 16°19'31" W, 87.16 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 68°14'43"; thence from a tangent bearing of N 16°19'31" W run Northwesterly along the arc of said curve, 29.78 feet; thence N 84°34'14" W, 13.31 feet; thence N 18°26'06" W, 26.84 feet; thence N 21°49'07" W, 62.89 feet to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 50°30'50"; thence run Northwesterly along the arc of said curve, 22.04 feet to a point on the aforesaid **Hotel Parcel** thence run along said parcel the following two courses S 82°18'14" E, 35.70 feet to a point on a non-tangent curve concave Southwesterly having a radius of 645.10 feet, and a central angle of 03°21'33"; from a tangent bearing of N 42°37'46" W run Northwesterly along the arc of said curve, 37.82 feet; thence S 47°11'23" E, 17.36 feet to a point on a non-tangent curve concave Westerly having a radius of 360.00 feet, and a central angle of 71°20'32"; thence from a tangent bearing of S 47°43'59" E run Southerly along the arc of said curve, 448.26 feet; thence S 23°36'32" W, 15.04 feet to a point of curvature of a curve concave Easterly having a radius of 1009.96 feet, and a central angle of 14°14'35"; run Southerly along the arc of said curve, 251.08 feet to the Point of Beginning, containing 0.79 acres, more or less.

Less the following;

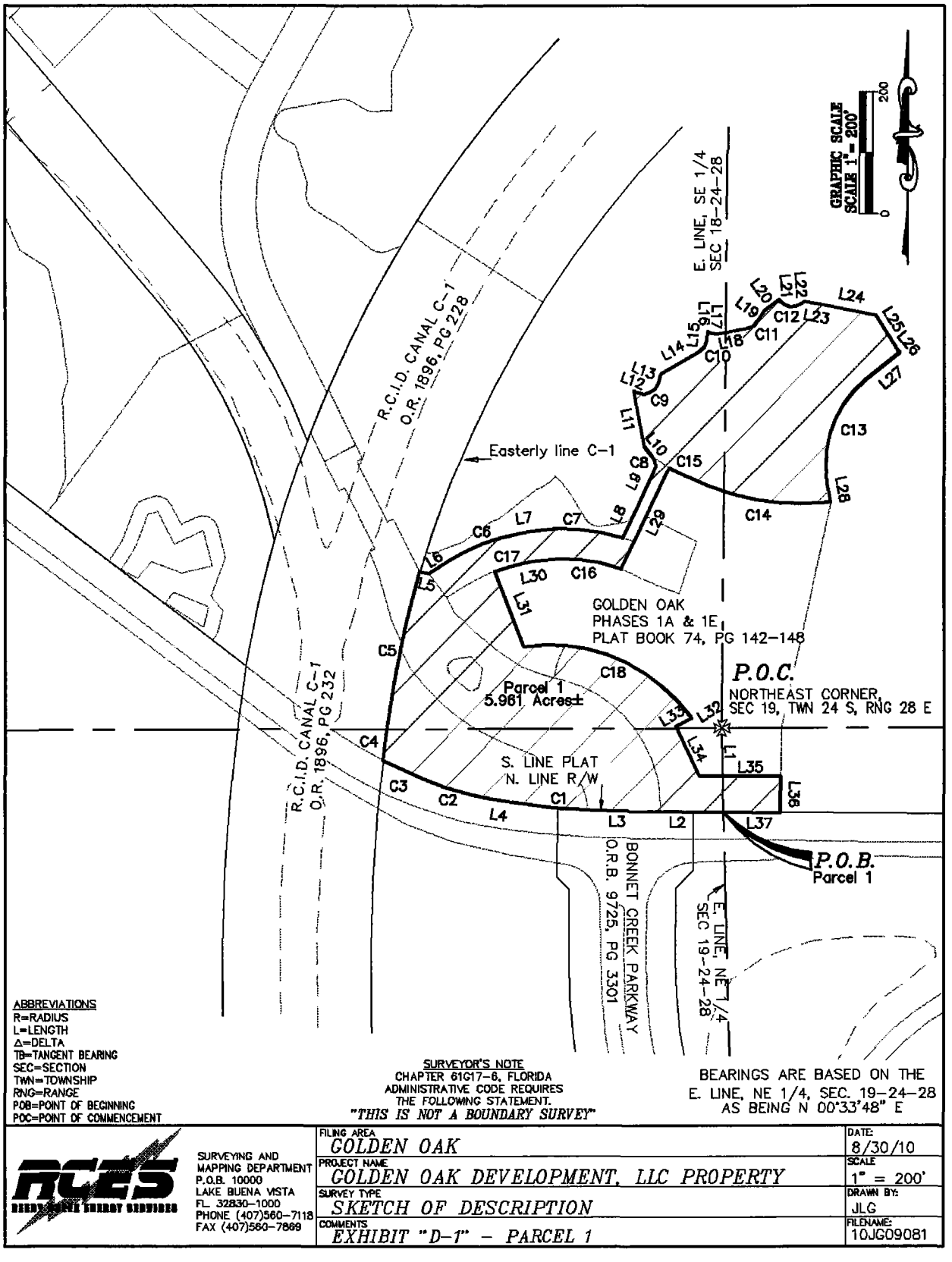
Wetland 14.15B

Tracts P and Q on the proposed Golden Oak Phase 1B Plat, lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:
Commence at the Southeast corner of the Northeast 1/4 of said Section 18, run along the East line of the Northeast 1/4 of said Section 18, N 00°11'53" E, 132.89 feet; thence N 90°00'00" W, 247.63 feet, to a point on the boundary of Tract Q on the proposed Golden Oak Phase 1B Plat and the Point of Beginning, thence run along the proposed Plat the following courses; S 36°14'25" W, 32.04 feet; S 11°38'28" W, 93.67 feet; S 29°59'26" W, 4.28 feet, to a point on a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 127°15'44"; from a tangent bearing of S 30°32'40" W run Westerly along the arc of said curve, 55.53 feet; N 22°11'36" W, 107.15 feet; N 17°46'07" W, 108.78 feet; N 14°35'37" W, 68.00 feet, to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 41°50'16"; run Northerly along the arc of said curve, 18.26 feet; N 27°14'39" E, 79.35 feet; S 87°43'28" E, 0.69 feet; N 47°31'57" E, 6.56 feet; N 54°52'50" E, 55.97 feet, to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 62°51'00"; run Easterly along the arc of said curve, 27.42 feet; S 62°16'10" E, 82.69 feet, to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 38°38'42"; run Southeasterly along the arc of said curve, 16.86 feet; S 23°37'28" E, 85.44 feet; S 00°00'00" E, 8.68 feet; S 20°35'59" W, 9.21 feet; S 31°12'59" W, 38.49 feet; S 23°03'30" E, 34.27 feet, to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 71°20'04"; run Southerly along the arc of said curve, 31.13 feet; S 48°16'34" W, 57.23 feet, to the Point of Beginning, containing 1.395 acres, more or less.

EXHIBIT "D-1"

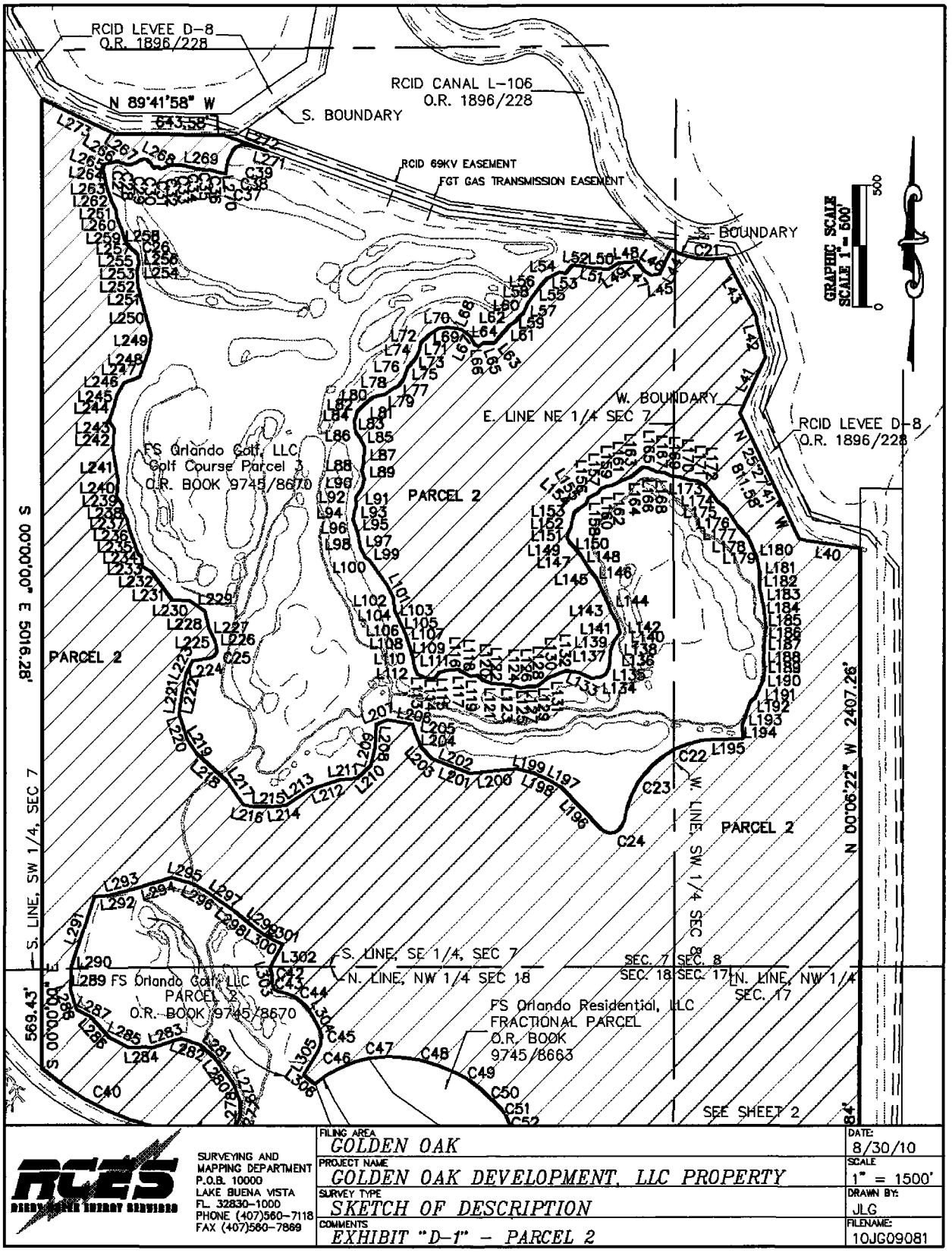
LEGAL DESCRIPTION OF PORTION OF PROPERTY
OWNED BY GOLDEN OAK DEVELOPMENT, LLC

[See Next 24 Pages]

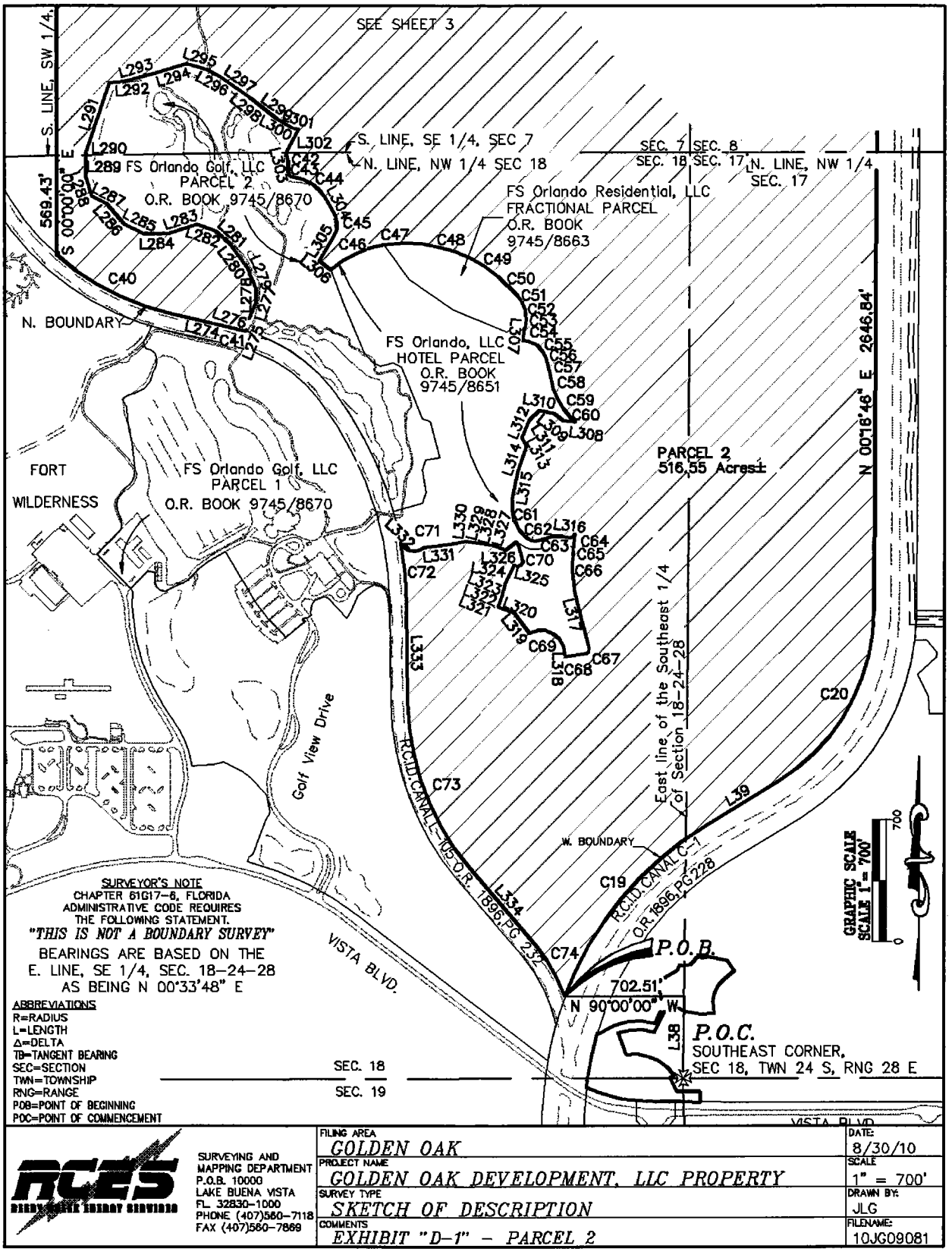


7542

Exhibit "D-1" - 2


RCID LEVEE D-8
O.R. 1896/228
RCID CANAL L-106
O.R. 1896/228
N 89°41'58" W
643.58'
S. BOUNDARY
RCID 69KV EASEMENT
FGT GAS TRANSMISSION EASEMENT
W. BOUNDARY
E. LINE NE 1/4 SEC 7
RCID LEVEE D-8
O.R. 1896/228
N 25°27'41" W
811.56'
GRAPHIC SCALE
SCALE 1" = 500'
500
0
FS Orlando Golf, LLC
Golf Course Parcel 3
O.R. BOOK 9745/8670
PARCEL 2
S. LINE, SW 1/4, SEC 7
S 00°00'00" E 2016.28'
N 00°06'22" W 2407.26'
W. LINE, SW 1/4 SEC 8
S. LINE, SE 1/4, SEC 7
N. LINE, NW 1/4 SEC 18
SEC. 7 SEC. 8
SEC. 18 SEC. 17
N. LINE, NW 1/4 SEC. 17
FS Orlando Golf, LLC
PARCEL 2
O.R. BOOK 9745/8670
FS Orlando Residential, LLC
FRACTIONAL PARCEL
O.R. BOOK
9745/8663
S 00°00'00" E 569.43'
SEE SHEET 2
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA
GOLDEN OAK
PROJECT NAME
GOLDEN OAK DEVELOPMENT, LLC PROPERTY
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS
EXHIBIT "D-1" - PARCEL 2
DATE:
8/30/10
SCALE
1" = 1500'
DRAWN BY:
JLG
FILENAME:
10JG09081

7543


SEE SHEET 3
S. LINE, SW 1/4
S 00°00'00" E 569.43'
S. LINE, SE 1/4, SEC 7
N. LINE, NW 1/4 SEC 18
SEC. 7 SEC. 8
SEC. 18 SEC. 17
N. LINE, NW 1/4 SEC. 17
FS Orlando Golf, LLC PARCEL 2 O.R. BOOK 9745/8670
FS Orlando Residential, LLC FRACTIONAL PARCEL O.R. BOOK 9745/8663
FS Orlando, LLC HOTEL PARCEL O.R. BOOK 9745/8651
FS Orlando Golf, LLC PARCEL 1 O.R. BOOK 9745/8670
N. BOUNDARY
FORT WILDERNESS
PARCEL 2
516.55 Acres±
N 00°16'46" E 2646.84'
East line of the Southeast 1/4 of Section 18-24-28
Golf View Drive
R.C.I.D. CANAL C-105 O.R. 1896, PG 232
R.C.I.D. CANAL C-1 O.R. 1896, PG 228
W. BOUNDARY
VISTA BLVD.
P.O.B.
702.51'
N 90°00'00" W
P.O.C.
SOUTHEAST CORNER, SEC 18, TWN 24 S, RNG 28 E
SEC. 18
SEC. 19
GRAPHIC SCALE SCALE 1" = 700'
0
700
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE E. LINE, SE 1/4, SEC. 18-24-28 AS BEING N 00°33'48" E
ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA FL 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA: GOLDEN OAK
PROJECT NAME: GOLDEN OAK DEVELOPMENT, LLC PROPERTY
SURVEY TYPE: SKETCH OF DESCRIPTION
COMMENTS: EXHIBIT "D-1" - PARCEL 2
DATE: 8/30/10
SCALE: 1" = 700'
DRAWN BY: JLG
FILENAME: 10JG09081

7544

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.	CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1109.03	07°17'21"	141.09		C38	260.18	30°53'25"	140.27	N 01°58'55" E
C2	513.39	13°13'42"	118.53		C39	75.00	72°19'33"	94.67	
C3	950.92	04°31'10"	75.01		C40	1531.34	28°10'30"	753.03	S 48°59'46" E
C4	3039.02	00°39'48"	35.19	N 06°38'10" E	C41	955.13	01°49'25"	30.40	
C5	1725.00	09°21'45"	281.87		C42	75.00	30°06'13"	39.41	
C6	325.00	23°01'44"	130.63		C43	45.00	99°54'55"	78.47	
C7	325.00	27°04'29"	153.58		C44	250.00	55°31'16"	242.26	
C8	25.00	64°46'11"	28.26		C45	125.00	59°41'01"	130.21	
C9	25.00	90°47'28"	39.62		C46	676.49	29°43'07"	350.89	N 50°17'44" E
C10	25.00	55°13'33"	24.10		C47	676.49	10°02'40"	118.59	
C11	25.00	47°20'07"	20.65		C48	932.64	24°34'23"	399.99	
C12	25.00	84°51'32"	37.03		C49	697.12	16°08'13"	196.34	
C13	175.00	62°18'55"	190.33		C50	1320.68	07°00'05"	161.38	
C14	443.00	32°33'34"	251.74	S 83°45'27" W	C51	198.98	26°22'08"	91.58	
C15	457.00	03°55'51"	31.35		C52	198.98	31°17'45"	108.69	
C16	275.00	29°48'20"	143.06	N 69°30'38" W	C53	12.00	59°19'43"	12.43	
C17	275.00	11°18'29"	54.27		C54	344.38	04°15'11"	25.56	S 86°02'20" E
C18	300.00	61°00'20"	319.42	N 81°46'48" E	C55	132.00	26°04'01"	60.05	
C19	1975.00	38°05'40"	1313.12	N 21°05'23" E	C56	184.37	31°44'00"	102.11	S 49°44'21" E
C20	1146.50	58°54'16"	1178.69		C57	679.36	08°51'48"	105.09	
C21	540.00	35°23'06"	333.50	S 79°48'16" W	C58	437.18	18°37'07"	142.06	
C22	545.08	26°00'28"	247.42		C59	395.25	18°13'39"	125.74	
C23	545.08	55°14'39"	525.57		C60	645.09	03°21'33"	37.82	
C24	80.00	128°43'50"	179.74		C61	223.65	64°24'05"	251.39	
C25	25.00	75°22'17"	32.89		C62	82.76	58°14'14"	84.12	
C26	15.00	44°12'40"	11.57		C63	271.37	28°25'37"	134.64	
C27	53.45	48°51'07"	45.58		C64	25.00	87°13'52"	38.06	
C28	60.50	70°05'45"	74.02		C65	1010.00	5°32'17"	97.62	S 09°21'57" W
C29	40.04	96°41'43"	67.57		C66	1010.00	19°05'10"	336.45	
C30	19.00	55°28'33"	18.40		C67	25.00	91°19'47"	39.85	
C31	87.73	19°11'47"	29.39		C68	615.00	11°32'03"	123.81	
C32	176.00	11°02'43"	33.93		C69	143.00	116°13'09"	290.07	
C33	216.13	16°28'08"	62.12		C70	25.00	115°40'49"	50.48	
C34	108.50	30°16'25"	57.33		C71	80.00	85°25'32"	119.28	S 45°07'48" W
C35	188.64	12°59'27"	42.77		C72	2072.25	09°44'54"	352.57	S 10°29'59" E
C36	105.50	18°09'28"	33.43		C73	1505.50	40°15'00"	1057.61	
C37	353.50	12°40'59"	78.25		C74	998.00	20°08'54"	350.95	

RCES
REAL COAST ENERGY SERVICES
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FAX (407)560-7869

FILING AREA: *GOLDEN OAK*	DATE: 8/30/10
PROJECT NAME: *GOLDEN OAK DEVELOPMENT, LLC PROPERTY*	SCALE
SURVEY TYPE: *TABLES*	DRAWN BY: JLG
COMMENTS: *EXHIBIT "D-1" - PARCEL 1 & 2*	FILENAME: 10JG09081

7545

TANGENT TABLE

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L1	S 01°23'24" E	138.60	L57	S 36°47'13" W	126.36	L113	N 36°19'27" E	35.68
L2	N 89°29'03" W	140.07	L58	S 21°46'25" W	57.64	L114	N 72°41'40" E	36.57
L3	N 88°11'54" W	77.05	L59	S 48°10'02" W	29.22	L115	N 86°54'07" E	37.95
L4	N 80°54'32" W	34.76	L60	S 41°01'06" W	42.37	L116	N 82°54'50" E	39.26
L5	S 77°26'49" E	15.23	L61	S 63°06'33" W	31.80	L117	S 53°38'11" E	16.84
L6	N 57°39'18" E	39.23	L62	S 42°34'54" W	104.00	L118	S 63°11'53" E	64.22
L7	N 80°41'02" E	19.65	L63	S 32°27'37" W	35.47	L119	N 79°45'15" E	39.45
L8	N 25°39'57" E	64.96	L64	S 89°50'26" W	71.89	L120	S 50°27'15" E	45.65
L9	N 25°47'06" E	55.18	L65	S 51°26'43" W	32.99	L121	S 68°36'19" E	54.70
L10	N 38°59'05" W	20.20	L66	N 57°19'03" W	24.70	L122	S 86°43'47" E	58.56
L11	N 11°12'12" W	92.85	L67	N 28°21'56" W	59.38	L123	S 84°38'46" E	64.39
L12	S 70°25'18" E	8.73	L68	N 57°30'09" W	65.01	L124	S 72°31'10" E	47.35
L13	N 18°47'14" E	17.24	L69	N 80°38'05" W	75.62	L125	N 82°09'19" E	47.72
L14	N 60°37'06" E	74.35	L70	S 80°06'06" W	58.35	L126	S 88°16'02" E	37.20
L15	N 05°23'33" E	13.62	L71	S 58°22'10" W	64.50	L127	N 72°21'55" E	16.58
L16	S 69°02'34" E	8.19	L72	S 46°59'25" W	65.89	L128	N 52°59'32" E	38.11
L17	S 79°27'13" E	9.12	L73	S 10°25'32" W	51.54	L129	N 55°39'05" E	42.70
L18	N 79°21'26" E	51.31	L74	S 27°14'02" W	54.16	L130	N 68°55'09" E	102.86
L19	N 32°01'19" E	22.39	L75	S 43°22'20" W	61.29	L131	N 88°45'38" E	24.38
L20	N 54°27'13" E	30.48	L76	S 20°47'42" W	74.20	L132	S 83°40'31" E	58.86
L21	S 40°08'41" E	4.20	L77	S 37°51'08" W	46.30	L133	S 63°46'27" E	80.59
L22	N 54°59'47" E	7.72	L78	S 60°47'05" W	44.77	L134	N 86°44'10" E	51.66
L23	S 79°08'26" E	32.43	L79	S 56°31'38" W	46.85	L135	N 57°12'03" E	38.10
L24	S 79°11'01" E	90.38	L80	S 73°54'31" W	73.89	L136	N 25°40'25" E	41.39
L25	S 32°21'21" E	68.97	L81	S 52°35'31" W	66.41	L137	N 14°05'36" E	31.36
L26	S 40°00'26" E	4.52	L82	S 43°47'57" W	55.91	L138	N 03°27'38" E	66.98
L27	S 51°43'19" W	72.98	L83	S 21°33'12" W	58.00	L139	N 20°17'08" E	56.36
L28	S 10°35'36" E	31.76	L84	S 07°08'10" E	67.64	L140	N 35°49'17" E	60.64
L29	S 25°47'06" W	185.57	L85	S 36°39'20" E	53.47	L141	N 15°28'34" W	68.56
L30	S 80°41'02" W	19.65	L86	S 26°00'05" E	44.22	L142	N 31°02'52" W	63.03
L31	S 21°25'59" E	133.07	L87	S 01°15'49" W	93.25	L143	N 21°01'25" W	43.71
L32	S 27°05'44" E	2.50	L88	S 12°58'01" W	48.00	L144	N 24°34'41" W	166.52
L33	S 64°03'03" W	29.74	L89	S 17°00'32" E	50.13	L145	N 39°11'29" W	65.04
L34	S 25°56'57" E	92.11	L90	S 15°07'16" W	58.00	L146	N 31°57'23" W	103.58
L35	N 89°54'29" E	136.37	L91	S 35°37'44" W	63.96	L147	N 38°54'18" W	60.72
L36	S 00°35'14" W	60.26	L92	S 06°28'29" E	45.45	L148	N 46°55'51" W	38.90
L37	N 89°29'03" W	94.83	L93	S 21°46'47" W	38.49	L149	N 25°23'55" W	22.91
L38	N 00°33'48" E	473.64	L94	S 05°23'00" W	46.62	L150	N 09°08'34" E	27.30
L39	N 59°11'02" E	498.10	L95	S 18°53'01" E	65.51	L151	N 24°25'33" E	41.51
L40	N 81°44'19" W	361.43	L96	S 14°50'11" E	45.11	L152	N 10°29'31" E	42.45
L41	N 24°39'11" E	356.42	L97	S 07°35'42" E	50.71	L153	N 17°16'36" E	42.04
L42	N 14°23'57" W	248.93	L98	S 25°10'54" E	66.33	L154	N 47°03'10" E	33.47
L43	N 28°21'00" W	366.87	L99	S 57°50'33" E	30.12	L155	N 54°29'07" E	51.99
L44	S 25°11'22" W	145.56	L100	S 36°09'01" E	182.48	L156	N 22°42'23" E	36.37
L45	S 82°54'16" W	53.09	L101	S 25°28'44" E	84.00	L157	N 62°12'01" E	63.10
L46	N 55°59'22" W	47.24	L102	S 02°36'03" E	67.75	L158	N 36°04'50" E	32.05
L47	N 38°55'23" W	64.14	L103	S 28°01'36" E	58.90	L159	N 72°04'59" E	38.52
L48	S 87°13'30" W	111.51	L104	S 24°51'12" E	74.27	L160	N 82°50'08" E	27.53
L49	S 57°10'33" W	63.45	L105	S 26°42'34" E	30.53	L161	N 62°22'17" E	77.40
L50	N 88°15'36" W	88.25	L106	S 18°34'24" E	56.74	L162	N 70°42'43" E	42.49
L51	N 76°45'56" W	62.45	L107	S 17°02'48" E	73.64	L163	N 52°10'15" E	95.98
L52	N 84°44'08" W	65.13	L108	S 06°54'05" E	53.61	L164	S 81°22'23" E	26.28
L53	S 44°28'33" W	66.22	L109	S 21°24'01" E	45.65	L165	S 65°50'38" E	62.56
L54	N 81°10'47" W	36.59	L110	S 69°22'49" E	49.28	L166	S 83°51'02" E	42.40
L55	S 62°58'38" W	77.30	L111	S 76°37'34" E	40.08	L167	S 61°34'41" E	40.63
L56	S 41°36'26" W	59.23	L112	N 71°33'25" E	26.16	L168	S 83°46'14" E	15.40

RCES
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LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: GOLDEN OAK DEVELOPMENT, LLC PROPERTY	SCALE:
SURVEY TYPE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "D-1" - PARCEL 1 & 2	FILENAME: 10JG09081

7546

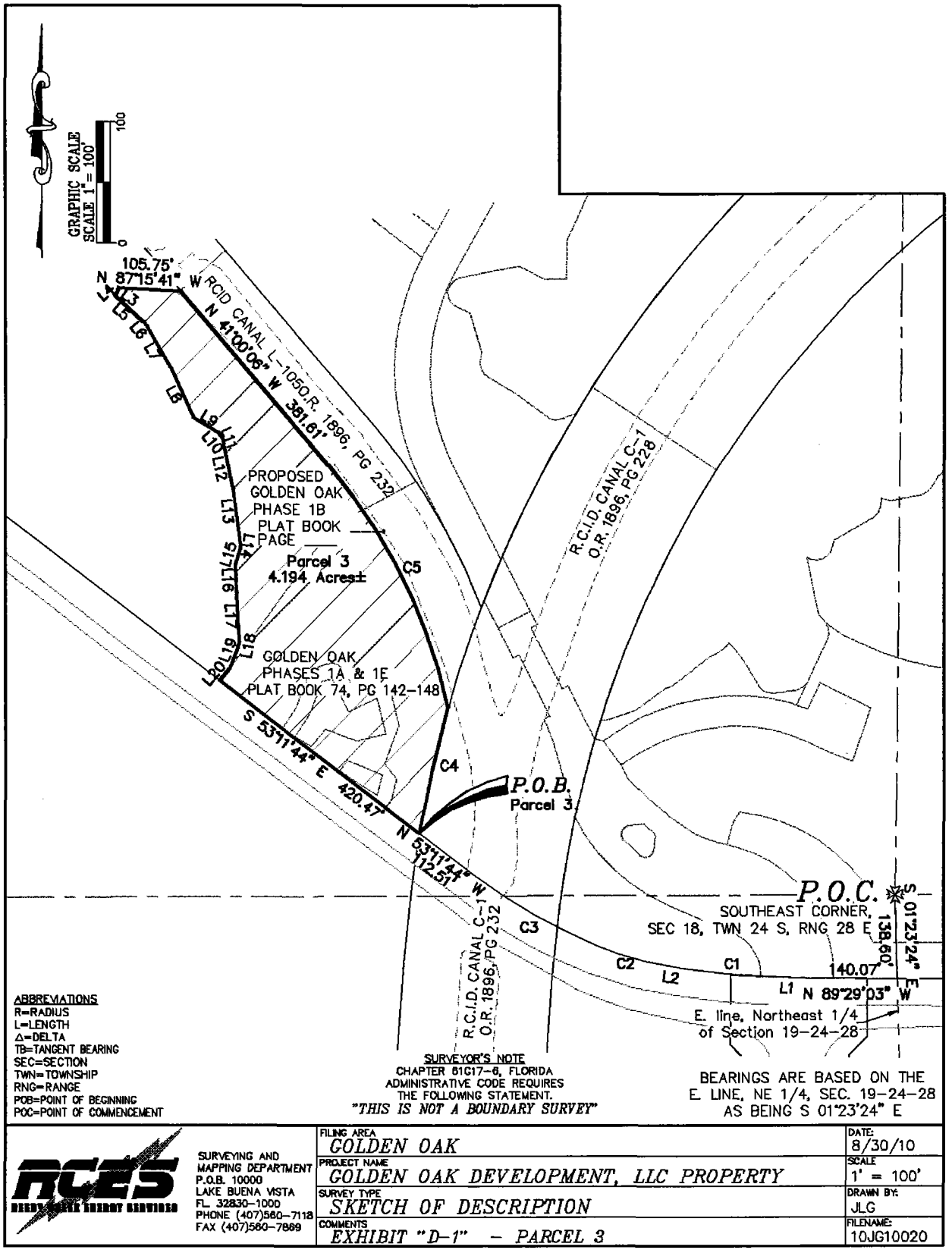
TANGENT TABLE

LINE#	BEARING	DIST.
L169	S 83°46'14" E	38.85
L170	S 72°02'54" E	63.13
L171	S 86°14'33" E	43.75
L172	S 62°25'12" E	36.04
L173	S 46°05'29" E	42.35
L174	S 35°47'00" E	92.28
L175	S 60°25'27" E	35.30
L176	S 43°47'06" E	37.65
L177	S 34°34'49" E	51.00
L178	S 32°05'31" E	67.22
L179	S 43°19'40" E	85.70
L180	S 24°42'38" E	126.34
L181	S 09°49'27" E	77.10
L182	S 00°09'29" W	88.07
L183	S 11°55'11" E	141.55
L184	S 05°40'33" E	52.31
L185	S 08°05'00" E	52.27
L186	S 09°23'47" W	45.47
L187	S 01°43'45" W	82.04
L188	S 04°32'31" W	45.39
L189	S 06°36'30" E	63.05
L190	S 07°29'02" W	59.82
L191	S 25°41'18" W	113.27
L192	S 44°22'09" W	39.46
L193	S 19°42'13" W	141.34
L194	S 00°41'35" E	78.20
L195	S 88°48'04" W	167.85
L196	N 43°43'14" W	336.30
L197	N 61°11'12" W	80.83
L198	N 66°41'53" W	97.00
L199	N 75°08'14" W	101.81
L200	S 84°54'15" W	280.88
L201	N 68°49'10" W	156.59
L202	N 69°40'53" W	82.47
L203	N 42°35'52" W	91.24
L204	N 24°40'40" W	85.40
L205	N 18°31'51" W	55.33
L206	N 79°26'27" W	148.96
L207	S 68°47'16" W	72.23
L208	S 02°56'53" W	141.31
L209	S 15°12'54" W	101.26
L210	S 48°16'19" W	108.11
L211	S 85°27'39" W	95.21
L212	S 71°43'03" W	193.61
L213	S 56°12'02" W	165.05
L214	S 84°30'57" W	88.49
L215	N 89°20'42" W	101.48
L216	N 80°43'53" W	61.48
L217	N 35°06'37" W	172.82
L218	N 48°38'49" W	236.42
L219	N 32°58'24" W	100.00
L220	N 18°32'09" W	152.74
L221	N 07°28'56" E	104.71
L222	N 11°26'30" E	132.39
L223	N 26°46'00" E	82.37
L224	N 82°47'39" E	99.39
L225	N 66°18'44" E	35.72
L226	N 09°03'33" W	55.17
L227	N 26°08'40" W	88.00
L228	N 13°00'18" W	100.80
L229	N 56°00'40" W	106.90
L230	N 87°48'27" W	102.80
L231	N 37°31'27" W	204.70
L232	N 62°24'03" W	59.88
L233	N 04°17'10" W	56.77
L234	N 51°18'46" W	29.70
L235	N 20°03'05" W	159.49
L236	N 08°25'04" W	43.96
L237	N 32°20'44" W	49.02
L238	N 04°36'32" W	44.21
L239	N 37°08'54" W	56.20
L240	N 05°59'21" E	102.29
L241	N 10°39'10" W	174.55
L242	N 03°20'01" E	125.51
L243	N 31°46'43" W	53.35
L244	N 19°45'26" E	91.12
L245	N 11°04'05" E	61.18
L246	N 31°10'52" E	86.74
L247	N 71°34'36" E	98.02
L248	N 19°40'55" E	162.04
L249	N 09°43'37" E	88.61
L250	N 15°43'36" W	228.39
L251	N 18°13'00" W	57.90
L252	N 05°33'20" W	100.31
L253	N 38°36'46" E	8.73
L254	N 11°08'04" E	35.97
L255	N 05°28'22" W	44.66
L256	N 49°41'02" W	55.31
L257	N 44°17'18" W	32.93
L258	N 24°12'47" W	23.39
L259	N 14°33'57" W	32.44
L260	N 20°54'13" W	102.82
L261	N 04°06'21" W	38.37
L262	N 26°32'04" W	58.70
L263	N 18°53'28" W	87.14
L264	N 12°50'04" W	107.50
L265	N 13°20'10" E	28.75
L266	N 77°35'38" E	69.11
L267	N 56°20'59" E	40.81
L268	S 26°57'17" E	26.37
L269	S 76°46'37" E	67.05
L270	S 84°17'21" E	19.93
L271	S 74°48'08" E	125.17
L272	N 70°14'19" W	264.66
L273	N 65°15'58" W	479.64
L274	S 77°10'16" E	428.15
L275	N 22°51'08" E	55.18
L276	N 05°32'31" E	22.28
L277	N 21°28'58" E	96.27
L278	N 00°16'39" E	88.47
L279	N 22°11'25" W	112.93
L280	N 36°42'24" W	178.43
L281	N 48°18'14" W	117.51
L282	N 71°25'45" W	114.48
L283	S 72°48'58" W	173.24
L284	S 88°05'54" W	142.94
L285	N 64°52'40" W	129.23
L286	N 41°37'30" W	163.95
L287	N 63°21'16" W	92.62
L288	N 17°52'43" W	119.71
L289	N 00°35'27" E	121.73
L290	N 00°35'27" E	10.07
L291	N 18°38'24" E	430.38
L292	N 85°15'31" E	89.44
L293	N 75°01'04" E	170.99
L294	N 73°26'06" E	209.71
L295	S 73°39'09" E	132.44
L296	S 61°13'36" E	82.72
L297	S 55°23'05" E	207.94
L298	S 51°29'36" E	126.57
L299	S 53°57'24" E	79.97
L300	S 60°14'22" E	101.75
L301	S 75°17'28" E	36.21
L302	S 28°55'14" W	152.44
L303	S 13°45'44" E	47.73
L304	S 28°03'11" E	95.35
L305	S 31°37'50" W	165.37
L306	S 51°01'41" E	83.54
L307	S 03°57'40" W	60.74
L308	N 82°18'14" W	71.09
L309	N 51°44'44" W	65.78
L310	N 80°24'25" W	90.39
L311	S 48°32'46" W	80.93
L312	S 22°55'38" W	113.12
L313	S 27°19'16" E	55.45
L314	S 18°40'56" W	159.75
L315	S 10°48'30" W	160.42
L316	S 83°24'11" E	42.54
L317	S 15°15'30" E	236.24
L318	N 01°50'25" W	13.75
L319	N 37°30'38" W	145.26
L320	N 69°53'23" W	102.75
L321	N 20°06'37" E	66.49
L322	N 13°53'13" E	84.71
L323	N 26°43'01" E	107.99
L324	S 82°09'40" E	26.47
L325	N 18°04'39" W	78.70
L326	N 24°23'32" W	34.06
L327	S 51°47'43" W	77.60
L328	N 69°11'35" W	71.56
L329	N 80°57'01" W	172.69
L330	S 78°04'48" W	91.87
L331	S 83°41'57" W	156.70
L332	N 49°26'39" W	35.64
L333	S 00°45'06" E	555.00
L334	S 41°00'06" E	575.00

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: GOLDEN OAK DEVELOPMENT, LLC PROPERTY	SCALE:
SURVEY TYPE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "D-1" - PARCEL 1 & 2	FILENAME: 10JG09081

7547



ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE E. LINE, NE 1/4, SEC. 19-24-28 AS BEING S 01°23'24" E

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: GOLDEN OAK DEVELOPMENT, LLC PROPERTY	SCALE: 1' = 100'
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "D-1" - PARCEL 3	FILENAME: 10JG10020

7548

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1109.03	07°17'21"	141.09	
C2	513.39	13°13'42"	118.53	
C3	950.92	14°29'06"	240.40	
C4	1975.00	06°11'11"	213.25	N 09°52'34" E
C5	898.00	28°43'03"	450.09	N 12°17'03" W

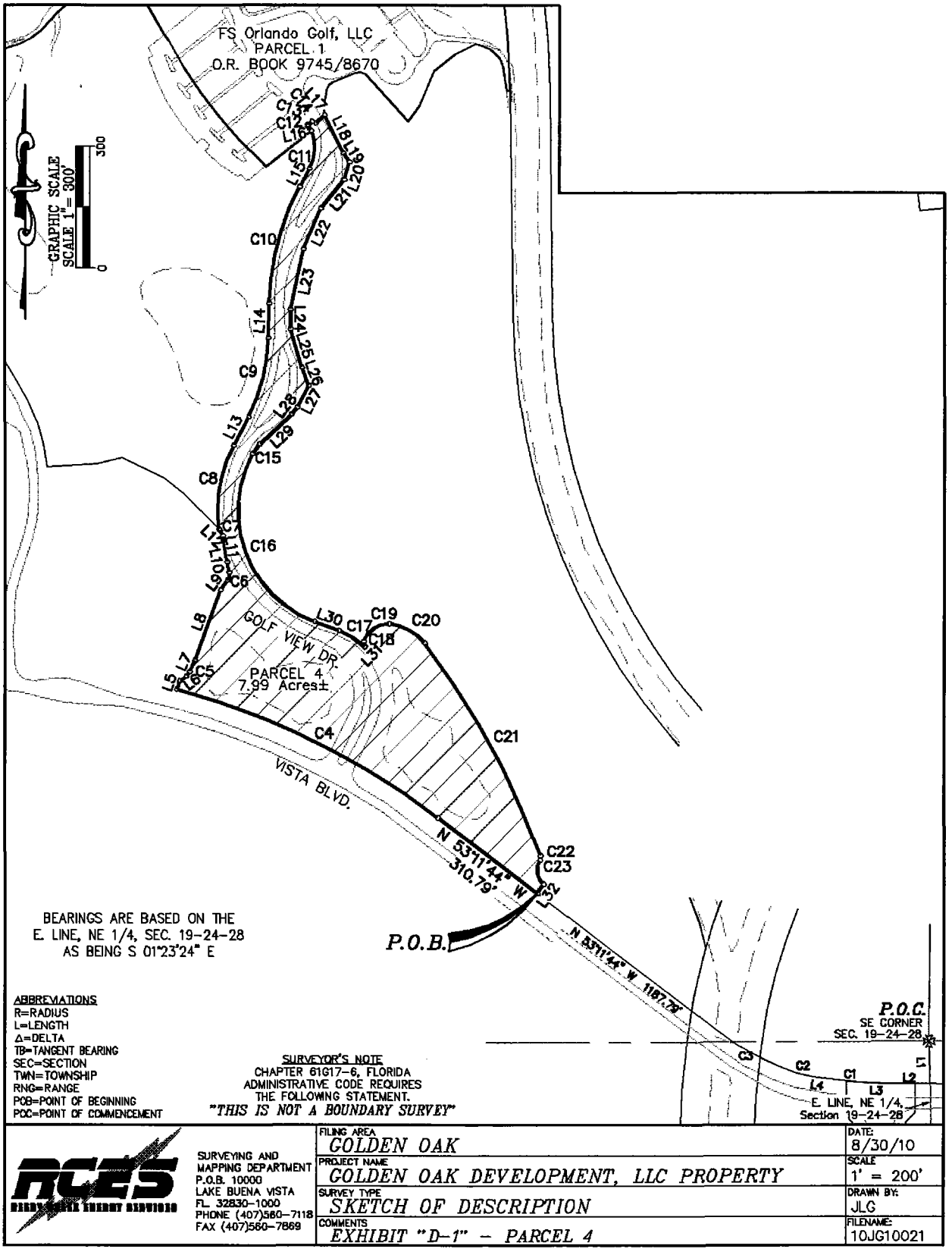
TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 88°11'54" W	77.05
L2	N 80°54'32" W	34.76
L3	S 10°00'56" W	7.48
L4	S 48°59'37" W	6.90
L5	S 48°27'53" E	67.86
L6	S 39°24'46" E	7.84
L7	S 30°20'01" E	80.29
L8	S 24°43'45" E	88.92
L9	S 58°22'27" E	49.28
L10	S 40°00'00" E	8.68
L11	S 21°06'04" E	7.75
L12	S 12°07'10" E	81.07
L13	S 07°48'49" E	92.97
L14	S 08°51'53" W	7.72
L15	S 17°46'17" W	25.39
L16	S 02°18'39" E	47.37
L17	S 02°51'28" E	80.83
L18	S 11°04'31" W	9.58
L19	S 22°04'40" W	36.18
L20	S 40°52'40" W	26.51

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: GOLDEN OAK DEVELOPMENT, LLC PROPERTY	SCALE: 1" = 100'
SURVEY TYPE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "D-1" - PARCEL 3	FILENAME: 10JG10020

7549


FS Orlando Golf, LLC
PARCEL 1
O.R. BOOK 9745/8670
GRAPHIC SCALE
SCALE 1" = 300'
300
0
GOLF VIEW DR.
PARCEL 4
7.99 Acres±
VISTA BLVD.
N 53°11'44" W
310.79'
P.O.B.
N 53°11'44" W 1187.79'
P.O.C.
SE CORNER
SEC. 19-24-28
E. LINE, NE 1/4,
Section 19-24-28
BEARINGS ARE BASED ON THE
E. LINE, NE 1/4, SEC. 19-24-28
AS BEING S 01°23'24" E
ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA
GOLDEN OAK
PROJECT NAME
GOLDEN OAK DEVELOPMENT, LLC PROPERTY
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS
EXHIBIT "D-1" - PARCEL 4
DATE:
8/30/10
SCALE
1' = 200'
DRAWN BY:
JLG
FILENAME:
10JG10021

7550

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 01°23'24" E	138.60
L2	N 89°29'03" W	140.07
L3	N 88°11'54" W	77.05
L4	N 80°54'32" W	34.76
L5	N 18°42'59" E	22.23
L6	N 55°12'27" E	19.76
L7	N 25°05'40" E	31.33
L8	N 20°23'46" E	184.90
L9	N 36°16'00" E	28.53
L10	N 10°02'35" W	27.27
L11	N 10°02'35" W	65.74
L12	N 45°16'16" W	3.66
L13	N 27°55'55" E	81.03
L14	N 01°26'36" E	85.69
L15	N 28°34'43" E	51.05
L16	N 38°34'51" W	13.88
L17	N 48°40'54" E	30.14
L18	S 26°29'23" E	104.81
L19	S 34°56'26" E	27.03
L20	S 17°00'45" W	45.16
L21	S 39°26'51" W	91.52
L22	S 23°46'35" W	109.94
L23	S 12°21'10" W	151.79
L24	S 00°32'57" W	48.45
L25	S 17°13'11" E	99.26
L26	S 21°03'09" E	47.93
L27	S 28°03'16" W	61.53
L28	S 41°27'39" W	22.84
L29	S 47°02'26" W	110.76
L30	S 70°16'13" E	65.03
L31	N 43°43'10" E	0.99
L32	S 36°48'16" W	27.88

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1109.03	07°17'21"	141.09	
C2	513.39	13°13'42"	118.53	
C3	950.92	14°29'06"	240.40	
C4	1908.34	22°05'51"	736.00	
C5	25.00	33°58'13"	14.82	
C6	25.00	46°18'35"	20.21	
C7	25.00	35°13'41"	15.37	
C8	343.87	35°36'27"	213.70	N 07°40'32" W
C9	439.50	26°29'19"	203.19	
C10	632.56	27°08'07"	299.58	
C11	108.52	51°00'47"	96.62	
C12	3.95	74°25'35"	5.13	
C13	19.64	36°52'37"	12.64	
C14	7.86	78°20'37"	10.75	
C15	90.00	18°08'34"	28.50	
C16	291.87	99°10'05"	505.17	
C17	179.50	24°24'35"	76.47	
C18	12.00	64°53'16"	13.59	N 46°16'50" W
C19	64.18	75°06'57"	84.13	
C20	121.77	48°31'15"	103.12	
C21	1975.00	17°28'59"	602.64	
C22	12.00	54°27'51"	11.41	
C23	44.00	87°23'13"	67.11	

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: GOLDEN OAK DEVELOPMENT, LLC PROPERTY	SCALE: 1" = 200'
SURVEY TYPE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "D-1" - PARCEL 4	FILENAME: 10JG10021

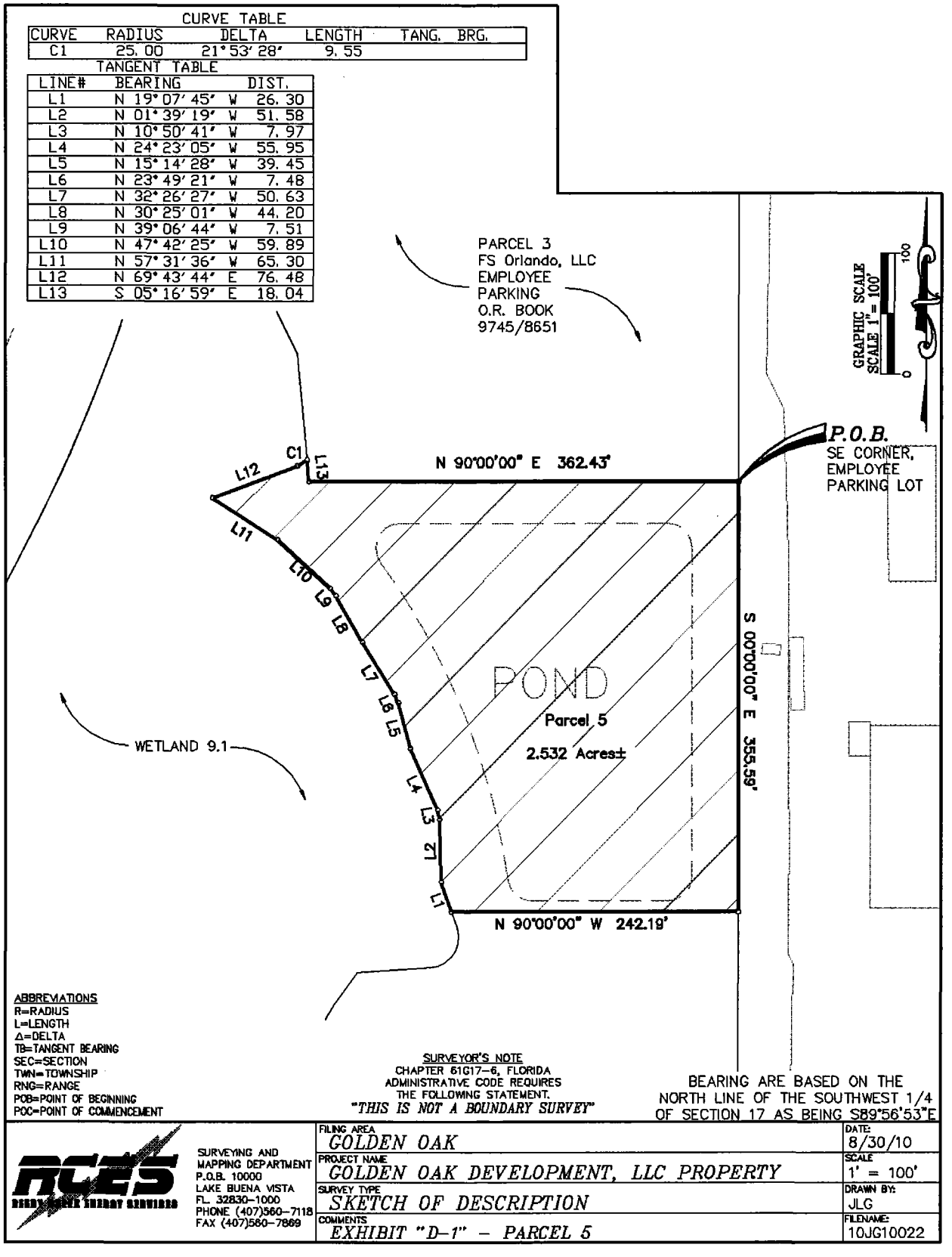
7551

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	25.00	21°53'28"	9.55	

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 19°07'45" W	26.30
L2	N 01°39'19" W	51.58
L3	N 10°50'41" W	7.97
L4	N 24°23'05" W	55.95
L5	N 15°14'28" W	39.45
L6	N 23°49'21" W	7.48
L7	N 32°26'27" W	50.63
L8	N 30°25'01" W	44.20
L9	N 39°06'44" W	7.51
L10	N 47°42'25" W	59.89
L11	N 57°31'36" W	65.30
L12	N 69°43'44" E	76.48
L13	S 05°16'59" E	18.04



ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

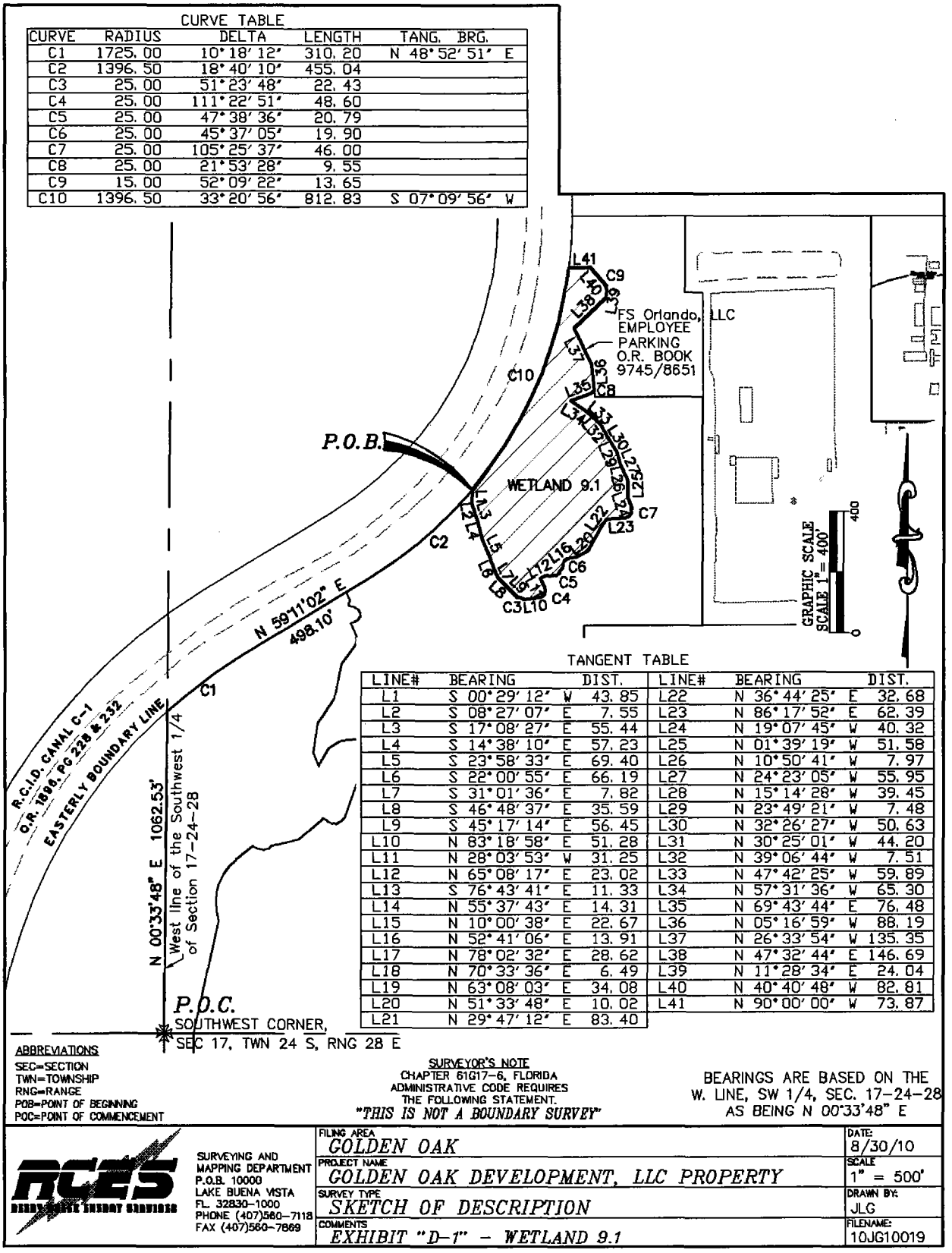
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

BEARING ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 17 AS BEING S89°56'53"E

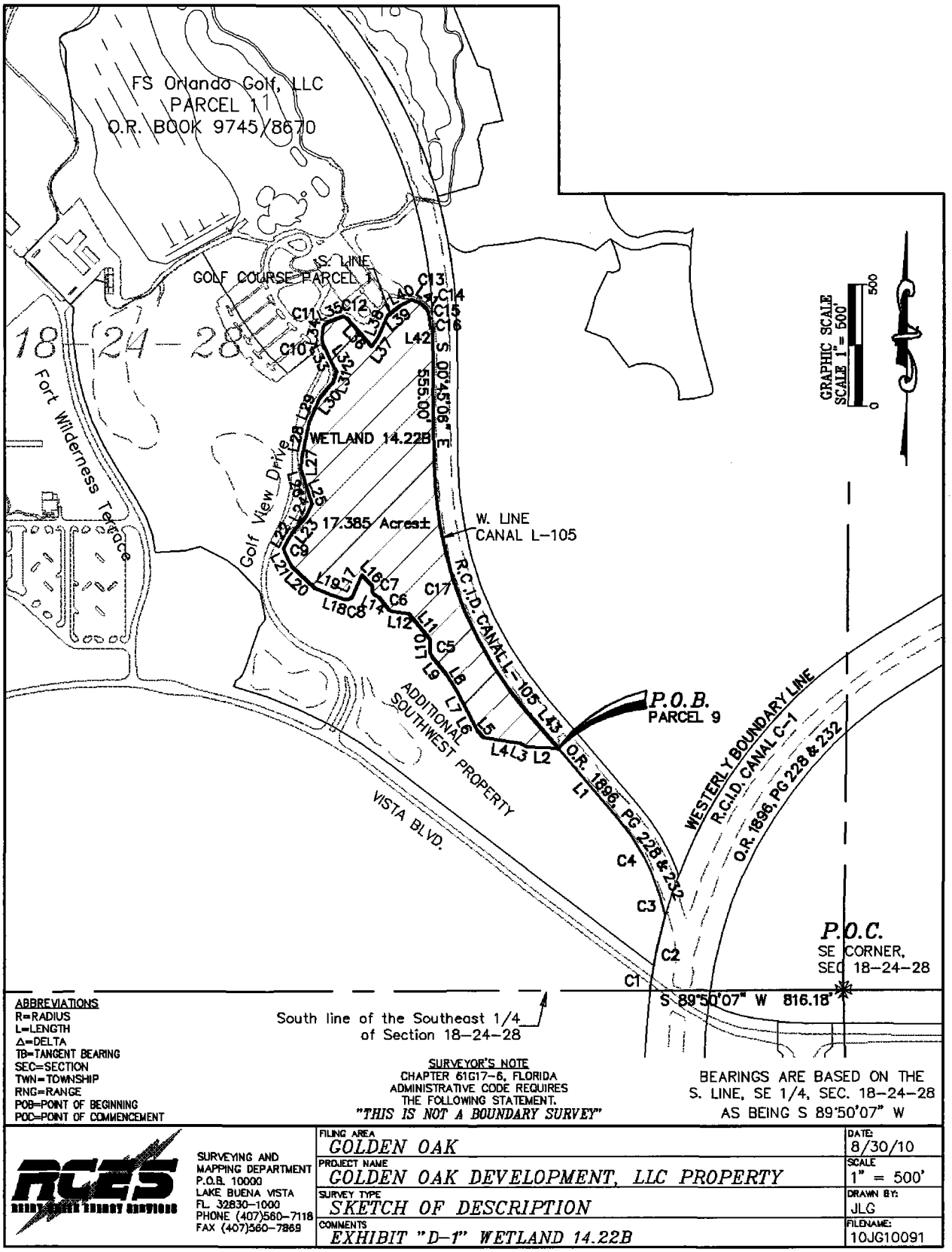
RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: GOLDEN OAK DEVELOPMENT, LLC PROPERTY	SCALE: 1' = 100'
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "D-1" - PARCEL 5	FILENAME: 10JG10022

7552


CURVE TABLE
CURVE | RADIUS | DELTA | LENGTH | TANG. BRG.
C1 | 1725.00 | 10°18'12" | 310.20 | N 48°52'51" E
C2 | 1396.50 | 18°40'10" | 455.04 |
C3 | 25.00 | 51°23'48" | 22.43 |
C4 | 25.00 | 111°22'51" | 48.60 |
C5 | 25.00 | 47°38'36" | 20.79 |
C6 | 25.00 | 45°37'05" | 19.90 |
C7 | 25.00 | 105°25'37" | 46.00 |
C8 | 25.00 | 21°53'28" | 9.55 |
C9 | 15.00 | 52°09'22" | 13.65 |
C10 | 1396.50 | 33°20'56" | 812.83 | S 07°09'56" W
P.O.B.
P.O.C.
SOUTHWEST CORNER,
SEC 17, TWN 24 S, RNG 28 E
N 00°33'48" E 1062.53'
West line of the Southwest 1/4 of Section 17-24-28
N 59°11'02" E
498.10'
R.C.I.D. CANAL C-1
O.R. 1898, PG 228 & 232
EASTERLY BOUNDARY LINE
WETLAND 9.1
FS Orlando, LLC
EMPLOYEE PARKING
O.R. BOOK 9745/8651
GRAPHIC SCALE
SCALE 1" = 400'
0
400
TANGENT TABLE
LINE# | BEARING | DIST.
L1 | S 00°29'12" W | 43.85
L2 | S 08°27'07" E | 7.55
L3 | S 17°08'27" E | 55.44
L4 | S 14°38'10" E | 57.23
L5 | S 23°58'33" E | 69.40
L6 | S 22°00'55" E | 66.19
L7 | S 31°01'36" E | 7.82
L8 | S 46°48'37" E | 35.59
L9 | S 45°17'14" E | 56.45
L10 | N 83°18'58" E | 51.28
L11 | N 28°03'53" W | 31.25
L12 | N 65°08'17" E | 23.02
L13 | S 76°43'41" E | 11.33
L14 | N 55°37'43" E | 14.31
L15 | N 10°00'38" E | 22.67
L16 | N 52°41'06" E | 13.91
L17 | N 78°02'32" E | 28.62
L18 | N 70°33'36" E | 6.49
L19 | N 63°08'03" E | 34.08
L20 | N 51°33'48" E | 10.02
L21 | N 29°47'12" E | 83.40
L22 | N 36°44'25" E | 32.68
L23 | N 86°17'52" E | 62.39
L24 | N 19°07'45" W | 40.32
L25 | N 01°39'19" W | 51.58
L26 | N 10°50'41" W | 7.97
L27 | N 24°23'05" W | 55.95
L28 | N 15°14'28" W | 39.45
L29 | N 23°49'21" W | 7.48
L30 | N 32°26'27" W | 50.63
L31 | N 30°25'01" W | 44.20
L32 | N 39°06'44" W | 7.51
L33 | N 47°42'25" W | 59.89
L34 | N 57°31'36" W | 65.30
L35 | N 69°43'44" E | 76.48
L36 | N 05°16'59" W | 88.19
L37 | N 26°33'54" W | 135.35
L38 | N 47°32'44" E | 146.69
L39 | N 11°28'34" E | 24.04
L40 | N 40°40'48" W | 82.81
L41 | N 90°00'00" W | 73.87
ABBREVIATIONS
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE W. LINE, SW 1/4, SEC. 17-24-28 AS BEING N 00°33'48" E
RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA: GOLDEN OAK
PROJECT NAME: GOLDEN OAK DEVELOPMENT, LLC PROPERTY
SURVEY TYPE: SKETCH OF DESCRIPTION
COMMENTS: EXHIBIT "D-1" - WETLAND 9.1
DATE: 8/30/10
SCALE: 1" = 500'
DRAWN BY: JLG
FILENAME: 10JG10019

7553



ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE S. LINE, SE 1/4, SEC. 18-24-28 AS BEING S 89°50'07" W

ACES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: *GOLDEN OAK*	DATE: 8/30/10
PROJECT NAME: *GOLDEN OAK DEVELOPMENT, LLC PROPERTY*	SCALE: 1" = 500'
SURVEY TYPE: *SKETCH OF DESCRIPTION*	DRAWN BY: JLG
COMMENTS: *EXHIBIT "D-1" WETLAND 14.22B*	FILENAME: 10JG10091

7554

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 41°00'06" W	381.61
L2	N 87°15'41" W	130.57
L3	N 63°21'34" W	33.90
L4	N 81°08'52" W	154.09
L5	N 39°33'00" W	38.53
L6	N 28°54'14" W	86.79
L7	N 28°30'43" W	101.63
L8	N 32°36'46" W	77.00
L9	N 39°30'36" W	98.30
L10	N 02°15'56" W	56.50
L11	N 39°36'59" W	135.27
L12	N 85°04'00" W	67.65
L13	N 38°23'30" W	64.62
L14	N 64°16'05" W	16.33
L15	N 05°37'20" W	20.54
L16	N 44°31'28" W	62.56
L17	S 23°42'54" W	95.95
L18	N 71°30'56" W	65.59
L19	N 67°45'46" W	71.42
L20	N 47°09'12" W	129.61
L21	N 28°09'10" W	67.04
L22	N 30°07'52" E	66.18
L23	N 41°27'39" E	82.62
L24	N 28°03'16" E	61.53
L25	N 21°03'09" W	47.93
L26	N 17°13'11" W	99.26
L27	N 00°32'57" E	48.45
L28	N 12°21'10" E	151.79
L29	N 23°46'35" E	109.94
L30	N 39°26'51" E	91.52
L31	N 17°00'45" E	45.16
L32	N 34°56'26" W	27.03
L33	N 26°29'23" W	104.81
L34	N 08°29'54" E	48.36
L35	N 67°41'07" E	62.92
L36	S 42°49'15" E	158.01
L37	N 36°13'21" E	48.89
L38	N 22°45'12" E	91.63
L39	N 52°12'17" E	66.88
L40	N 62°45'08" E	57.61
L41	S 56°50'08" E	9.40
L42	N 89°14'54" E	8.57
L43	S 41°00'06" E	193.39

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	3289.02	00°17'07"	16.37	N 07°00'52" E
C2	1975.00	08°45'46"	302.06	N 07°17'58" E
C3	898.00	04°56'07"	77.35	N 12°17'03" W
C4	898.00	23°46'56"	372.74	N 17°13'10" W
C5	25.00	37°14'40"	16.25	N 39°30'36" W
C6	25.00	46°40'29"	20.37	N 85°04'00" W
C7	25.00	58°38'45"	25.59	N 64°16'05" W
C8	25.00	84°46'10"	36.99	S 23°42'54" W
C9	25.00	58°17'03"	25.43	N 28°09'10" W
C10	24.99	35°00'02"	15.27	N 26°30'09" W
C11	24.99	57°42'22"	25.17	N 09°58'45" E
C12	25.00	57°54'58"	25.27	N 69°59'31" E
C13	95.08	24°56'49"	41.40	S 81°46'57" E
C14	51.81	24°30'18"	22.16	S 56°50'08" E
C15	67.28	19°18'45"	22.68	S 32°19'50" E
C16	343.56	10°10'20"	61.00	S 13°01'05" E
C17	1605.50	40°15'00"	1127.86	S 00°45'06" E

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: GOLDEN OAK DEVELOPMENT, LLC PROPERTY	SCALE: 1" = 500'
SURVEY TYPE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "D-1" WETLAND 14.22B	FILENAME: 10JG10091

7555

DESCRIPTION

PARCEL 1

A parcel of land lying in Sections 17, 18, 19 and 20, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 19, run along the East line of the Northeast 1/4 of said Section 19, S 01°23'24" E, 138.60 feet to a point on the boundary of the Golden Oak Phases 1A & 1E according to the Plat thereof recorded in Plat Book 74, Pages 142-148 of the Public Records of Orange County and the Point of Beginning; thence run along said boundary the following courses; N 89°29'03" W, 140.07 feet; N 88°11'54" W, 77.05 feet to a point of curvature of a curve concave Northerly having a radius of 1109.03 feet, and a central angle of 07°17'21"; run Westerly along the arc of said curve, 141.09 feet; N 80°54'32" W, 34.76 feet to a point of curvature of a curve concave Northerly having a radius of 513.39 feet, and a central angle of 13°13'42"; run Westerly along the arc of said curve, 118.53 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 950.92 feet, and a central angle of 04°31'10"; run Northwesterly along the arc of said curve, 75.01 feet to the Easterly boundary of Tract D of said Plat and to a point on a non-tangent curve concave Easterly having a radius of 3039.02 feet, and a central angle of 00°39'48"; thence from a tangent bearing of N 06°38'10" E run Northerly along the arc of said curve and Tract D, 35.19 feet; to a point of compound curvature of a curve concave Easterly having a radius of 1725.00 feet, and a central angle of 09°21'45"; thence run Northerly along the arc of said curve and Tract D, 281.87 feet to a point on the Northerly boundary of Tract EE of said Plat; thence run along said Tract EE S 77°26'49" E, 15.23 feet to a point on the Northerly boundary of Tract YY of said Plat; thence run along said Tract YY the following four courses N 57°39'18" E, 39.23 feet to a point of curvature of a curve concave Southerly having a radius of 325.00 feet, and a central angle of 23°01'44"; run Easterly along the arc of said curve, 130.63 feet; N 80°41'02" E, 19.65 feet to a point of curvature of a curve concave Southerly having a radius of 325.00 feet, and a central angle of 27°04'29"; run Easterly along the arc of said curve, 153.58 feet to a point on Access and Drainage Easement #7 of said Plat; thence run along said Easement the following three courses N 25°39'57" E, 64.96 feet; N 25°47'06" E, 55.18 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 64°46'11"; run Northerly along the arc of said curve, 28.26 feet to a point on Tract C of said Plat; thence run along said Tract C the following courses; N 38°59'05" W, 20.20 feet; N 11°12'12" W, 92.85 feet; S 70°25'18" E, 8.73 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 90°47'28"; run Northeasterly along the arc of said curve, 39.62 feet; N 18°47'14" E, 17.24 feet; N 60°37'06" E, 74.35 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 55°13'33"; run Northeasterly along the arc of said curve, 24.10 feet; N 05°23'33" E, 13.62 feet; S 69°02'34" E, 8.19 feet; S 79°27'13" E, 9.12 feet; N 79°21'26" E, 51.31 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 47°20'07"; run Northeasterly along the arc of said curve, 20.65 feet; N 32°01'19" E, 22.39 feet; N 54°27'13" E, 30.48 feet; S 40°08'41" E, 4.20 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 84°51'32"; run Easterly along the arc of said curve, 37.03 feet; N 54°59'47" E, 7.72 feet; S 79°08'26" E, 32.43 feet; S 79°11'01" E, 90.38 feet; S 32°21'21" E, 68.97 feet; S 40°00'26" E, 4.52 feet; S 51°43'19" W, 72.98 feet to a point of curvature of a curve concave Easterly having a radius of 175.00 feet, and a central angle of 62°18'55"; run Southerly along the arc of said curve, 190.33 feet; S 10°35'36" E, 31.76 feet to a point on a non-tangent curve concave Northerly having a radius of 443.00 feet, and a central angle of 32°33'34"; from a tangent bearing of S 83°45'27" W run Westerly along the arc of said curve, 251.74 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 457.00 feet, and a central angle of 03°55'51"; run Northwesterly along the arc of said curve, 31.35 feet to a point on Access and Drainage Easement #7 of said Plat; thence run along said Easement S 25°47'06" W, 185.57 feet to a point on Tract YY of said Plat thence run along said Tract the following three courses, said point being a point on a non-tangent curve concave Southerly having a radius of 275.00 feet, and a central angle of 29°48'20"; from a tangent bearing of N 69°30'38" W run Westerly along the arc of said curve, 143.06 feet; S 80°41'02" W, 19.65 feet to a point of curvature of a curve concave Southerly having a radius of 275.00 feet, and a central angle of 11°18'29"; run Westerly along the arc of said curve, 54.27 feet; thence S 21°25'59" E, 133.07 feet to a point on the Westerly extension of the Northerly line of Tract PP of said Plat and a point on a non-tangent curve concave Southerly having a radius of 300.00 feet, and a central angle of 61°00'20"; thence from a tangent bearing of N 81°46'48" E run Easterly along the arc of said curve Northerly line of Tract PP

and it's extension, 319.42 feet; thence continue along said Tract the following courses S 27°05'44" E, 2.50 feet; S 64°03'03" W, 29.75 feet; S 25°56'57" E, 92.11 feet; N 89°54'29" E, 136.37 feet; S 00°35'14" W, 60.26 feet; N 89°29'03" W, 94.83 feet to the Point of Beginning, containing 5.961 more or less.

Together with:

PARCEL 2

A parcel of land lying in Sections 7, 8, 17 and 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Southeast 1/4 of said Section 18, N 00°33'48" E, 473.64 feet; thence N 90°00'00" W, 702.51 feet to the intersection of Westerly boundary of Reedy Creek Improvement District (RCID) Canal C-1 as recorded in Official Records Book 1896, Page 228 and the Northerly boundary of RCID Canal L-105 as recorded in Official Records Book 1896, Page 232 of the Public Records of this County, the Point of Beginning, and a point on a non-tangent curve concave Southeasterly having a radius of 1975.00 feet, and a central angle of 38°05'40"; thence from a tangent bearing of N 21°05'23" E run Northeasterly along the arc of said curve and Canal C-1, 1313.12 feet; thence continue along said C-1 Canal the following four courses; N 59°11'02" E, 498.10 feet to a point of curvature of a curve concave Northwesterly having a radius of 1146.50 feet, and a central angle of 58°54'16"; run Northeasterly along the arc of said curve, 1178.69 feet; N 00°16'46" E, 2646.84 feet to a point on the North line of the Northwest 1/4 of Section 17; entering Section 8 continue along said Canal N 00°06'22" W, 2407.26 feet, to a point on the Westerly boundary of RCID Levee D-8 as recorded in Official Records Book 1896, Page 228 of the Public Records of this County; thence departing said C-1 Canal run along said Levee D-8 the following five courses; N 81°44'19" W, 361.43 feet; N 25°27'41" W, 811.58 feet; N 24°39'11" E, 356.42 feet; N 14°23'57" W, 248.93 feet; N 28°21'00" W, 366.87 feet, to a point on the Southerly boundary of RCID Canal L-106 as recorded in Official Records Book 1896, Page 228 of the Public Records of this County, and a point on a non-tangent curve concave Northerly having a radius of 540.00 feet, and a central angle of 35°23'06"; thence from a tangent bearing of S 79°48'16" W run Westerly along the arc of said curve and Canal L-106, 333.50 feet, to a point on the boundary of **Golf Course Parcel 3** as described in a deed in favor of FS Orlando Golf, LLC and recorded in Official Records Book 9745, Page 8670 of the Public Records of this County; thence run along said **Golf Course Parcel 3** the following courses; S 25°11'22" W, 145.56 feet; S 82°54'16" W, 53.09 feet; N 55°59'22" W, 47.24 feet; N 38°55'23" W, 64.14 feet; S 87°13'30" W, 111.51 feet; S 57°10'33" W, 63.45 feet; N 88°15'36" W, 88.25 feet; N 76°45'56" W, 62.45 feet; N 84°44'08" W, 65.13 feet; S 44°28'33" W, 66.22 feet; N 81°10'47" W, 36.59 feet; S 62°58'38" W, 77.30 feet; S 41°36'26" W, 59.23 feet; S 36°47'13" W, 126.36 feet; S 21°46'25" W, 57.64 feet; S 48°10'02" W, 29.22 feet; S 41°01'06" W, 42.37 feet; S 63°06'33" W, 31.80 feet; S 42°34'54" W, 104.00 feet; S 32°27'37" W, 35.47 feet; S 89°50'26" W, 71.89 feet; S 51°26'43" W, 32.99 feet; N 57°19'03" W, 24.70 feet; N 28°21'56" W, 59.38 feet; N 57°30'09" W, 65.01 feet; N 80°38'05" W, 75.62 feet; S 80°06'06" W, 58.35 feet; S 58°22'10" W, 64.50 feet; S 46°59'25" W, 65.89 feet; S 10°25'32" W, 51.54 feet; S 27°14'02" W, 54.16 feet; S 43°22'20" W, 61.29 feet; S 20°47'42" W, 74.20 feet; S 37°51'08" W, 46.30 feet; S 60°47'05" W, 44.77 feet; S 56°31'38" W, 46.85 feet; S 73°54'31" W, 73.89 feet; S 52°35'31" W, 66.41 feet; S 43°47'57" W, 55.91 feet; S 21°33'12" W, 58.00 feet; S 07°08'10" E, 67.64 feet; S 36°39'20" E, 53.47 feet; S 26°00'05" E, 44.22 feet; S 01°15'49" W, 93.25 feet; S 12°58'01" W, 48.00 feet; S 17°00'32" E, 50.13 feet; S 15°07'16" W, 58.00 feet; S 35°37'44" W, 63.96 feet; S 06°28'29" E, 45.45 feet; S 21°46'47" W, 38.49 feet; S 05°23'00" W, 46.62 feet; S 18°53'01" E, 65.51 feet; S 14°50'11" E, 45.11 feet; S 07°35'42" E, 50.71 feet; S 25°10'54" E, 66.33 feet; S 57°50'33" E, 30.12 feet; S 36°09'01" E, 182.48 feet; S 25°28'44" E, 84.00 feet; S 02°36'03" E, 67.75 feet; S 28°01'36" E, 58.90 feet; S 24°51'12" E, 74.27 feet; S 26°42'34" E, 30.53 feet; S 18°34'24" E, 56.74 feet; S 17°02'48" E, 73.64 feet; S 06°54'05" E, 53.61 feet; S 21°24'01" E, 45.65 feet; S 69°22'49" E, 49.28 feet; S 76°37'34" E, 40.08 feet; N 71°33'25" E, 26.16 feet; N 36°19'27" E, 35.68 feet; N 72°41'40" E, 36.57 feet; N 86°54'07" E, 37.95 feet; N 82°54'50" E, 39.26 feet; S 53°38'11" E, 16.84 feet; S 63°11'53" E, 64.22 feet; N 79°45'15" E, 39.45 feet; S 50°27'15" E, 45.65 feet; S 68°36'19" E, 54.70 feet; S 86°43'47" E, 58.56 feet; S 84°38'46" E, 64.39 feet; S 72°31'10" E, 47.35 feet; N 82°09'19" E, 47.72 feet; S 88°16'02" E, 37.20 feet; N 72°21'55" E, 16.58 feet; N 52°59'32" E, 38.11 feet; N 55°39'05" E, 42.70 feet; N 68°55'09" E, 102.86 feet; N 88°45'38" E, 24.38 feet; S 83°40'31" E, 58.86 feet; S 63°46'27" E, 80.59 feet; N

86°44'10" E, 51.66 feet; N 57°12'03" E, 38.10 feet; N 25°40'25" E, 41.39 feet; N 14°05'36" E, 31.36 feet; N 03°27'38" E, 66.98 feet; N 20°17'08" E, 56.36 feet; N 35°49'17" E, 60.64 feet; N 15°28'34" W, 68.56 feet; N 31°02'52" W, 63.03 feet; N 21°01'25" W, 43.71 feet; N 24°34'41" W, 166.52 feet; N 39°11'29" W, 65.04 feet; N 31°57'23" W, 103.58 feet; N 38°54'18" W, 60.72 feet; N 46°55'51" W, 38.90 feet; N 25°23'55" W, 22.91 feet; N 09°08'34" E, 27.30 feet; N 24°25'33" E, 41.51 feet; N 10°29'31" E, 42.45 feet; N 17°16'36" E, 42.04 feet; N 47°03'10" E, 33.47 feet; N 54°29'07" E, 51.99 feet; N 22°42'23" E, 36.37 feet; N 62°12'01" E, 63.10 feet; N 36°04'50" E, 32.05 feet; N 72°04'59" E, 38.52 feet; N 82°50'08" E, 27.53 feet; N 62°22'17" E, 77.40 feet; N 70°42'43" E, 42.49 feet; N 52°10'15" E, 95.98 feet; S 81°22'23" E, 26.28 feet; S 65°50'38" E, 62.56 feet; S 83°51'02" E, 42.40 feet; S 61°34'41" E, 40.63 feet; S 83°46'14" E, 15.40 feet also being a point on the East line of the Northeast 1/4 of Section 7; entering Section 8 continue along "Parcel 3" S 83°46'14" E, 38.85 feet; S 72°02'54" E, 63.13 feet; S 86°14'33" E, 43.75 feet; S 62°25'12" E, 36.04 feet; S 46°05'29" E, 42.35 feet; S 35°47'00" E, 92.28 feet; S 60°25'27" E, 35.30 feet; S 43°47'06" E, 37.65 feet; S 34°34'49" E, 51.00 feet; S 32°05'31" E, 67.22 feet; S 43°19'40" E, 85.70 feet; S 24°42'38" E, 126.34 feet; S 09°49'27" E, 77.10 feet; S 00°09'29" W, 88.07 feet; S 11°55'11" E, 141.55 feet; S 05°40'33" E, 52.31 feet; S 08°05'00" E, 52.27 feet; S 09°23'47" W, 45.47 feet; S 01°43'45" W, 82.04 feet; S 04°32'31" W, 45.39 feet; S 06°36'30" E, 63.05 feet; S 07°29'02" W, 59.82 feet; S 25°41'18" W, 113.27 feet; S 44°22'09" W, 39.46 feet; S 19°42'13" W, 141.34 feet; S 00°41'35" E, 78.20 feet; S 88°48'04" W, 167.85 feet to a point of curvature of a curve concave Southerly having a radius of 545.08 feet, and a central angle of 26°00'28"; run Westerly along the arc of said curve, 247.42 feet to a point on the West line of the Southwest 1/4 of Section 8; entering Section 7 continue arc of said curve and "Parcel 3", 525.57 feet through a central angle of 55°14'39"; to a point of reverse curvature of a curve concave Northerly having a radius of 80.00 feet, and a central angle of 128°43'50"; run Westerly along the arc of said curve, 179.74 feet; N 43°43'14" W, 336.30 feet; N 61°11'12" W, 80.83 feet; N 66°41'53" W, 97.00 feet; N 75°08'14" W, 101.81 feet; S 84°54'15" W, 280.88 feet; N 68°49'10" W, 156.59 feet; N 69°40'53" W, 82.47 feet; N 42°35'52" W, 91.24 feet; N 24°40'40" W, 85.40 feet; N 18°31'51" W, 55.33 feet; N 79°26'27" W, 148.96 feet; S 68°47'16" W, 72.23 feet; S 02°56'53" W, 141.31 feet; S 15°12'54" W, 101.26 feet; S 48°16'19" W, 108.11 feet; S 85°27'39" W, 95.21 feet; S 71°43'03" W, 193.61 feet; S 56°12'02" W, 165.05 feet; S 84°30'57" W, 88.49 feet; N 89°20'42" W, 101.48 feet; N 80°43'53" W, 61.48 feet; N 35°06'37" W, 172.82 feet; N 48°38'49" W, 236.42 feet; N 32°58'24" W, 100.00 feet; N 18°32'09" W, 152.74 feet; N 07°28'56" E, 104.71 feet; N 11°26'30" E, 132.39 feet; N 26°46'00" E, 82.37 feet; N 82°47'39" E, 99.39 feet; N 66°18'44" E, 35.72 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 75°22'17"; run Northeasterly along the arc of said curve, 32.89 feet; N 09°03'33" W, 55.17 feet; N 26°08'40" W, 88.00 feet; N 13°00'18" W, 100.80 feet; N 56°00'40" W, 106.90 feet; N 87°48'27" W, 102.80 feet; N 37°31'27" W, 204.70 feet; N 62°24'03" W, 59.88 feet; N 04°17'10" W, 56.77 feet; N 51°18'46" W, 29.70 feet; N 20°03'05" W, 159.49 feet; N 08°25'04" W, 43.96 feet; N 32°20'44" W, 49.02 feet; N 04°36'32" W, 44.21 feet; N 37°08'54" W, 56.20 feet; N 05°59'21" E, 102.29 feet; N 10°39'10" W, 174.55 feet; N 03°20'01" E, 125.51 feet; N 31°46'43" W, 53.35 feet; N 19°45'26" E, 91.12 feet; N 11°04'05" E, 61.18 feet; N 31°10'52" E, 86.74 feet; N 71°34'36" E, 98.02 feet; N 19°40'55" E, 162.04 feet; N 09°43'37" E, 88.61 feet; N 15°43'36" W, 228.39 feet; N 18°13'00" W, 57.90 feet; N 05°33'20" W, 100.31 feet; N 38°36'46" E, 8.73 feet; N 11°08'04" E, 35.97 feet; N 05°28'22" W, 44.66 feet to a point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, and a central angle of 44°12'40"; run Northwesterly along the arc of said curve, 11.57 feet; N 49°41'02" W, 55.31 feet; N 44°17'18" W, 32.93 feet; N 24°12'47" W, 23.39 feet; N 14°33'57" W, 32.44 feet; N 20°54'13" W, 102.82 feet; N 04°06'21" W, 38.37 feet; N 26°32'04" W, 58.70 feet; N 18°53'28" W, 87.14 feet; N 12°50'04" W, 107.50 feet; N 13°20'10" E, 28.75 feet; N 77°35'38" E, 69.11 feet to a point of curvature of a curve concave Southerly having a radius of 53.45 feet, and a central angle of 48°51'07"; run Easterly along the arc of said curve, 45.58 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 60.50 feet, and a central angle of 70°05'45"; run Easterly along the arc of said curve, 74.02 feet; N 56°20'59" E, 40.81 feet to a point of curvature of a curve concave Southerly having a radius of 40.04 feet, and a central angle of 96°41'43"; run Easterly along the arc of said curve, 67.57 feet; S 26°57'17" E, 26.37 feet to a point of curvature of a curve concave Northeasterly having a radius of 19.00 feet, and a central angle of 55°28'33"; run Southeasterly along the arc of said curve, 18.40 feet; to a point of compound curvature of a curve concave Northerly having a radius of 87.73 feet, and a central angle of 19°11'47"; run Easterly along the arc of said curve, 29.39 feet; to a point of reverse curvature of a curve concave Southerly having a radius of 176.00 feet, and a central angle of 11°02'43"; run Easterly along the arc of said curve, 33.93 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 216.13 feet, and a central angle of 16°28'08"; run Easterly along the arc of said curve, 62.12 feet; to a point of reverse curvature of a curve concave

Southerly having a radius of 108.50 feet, and a central angle of 30°16'25"; run Easterly along the arc of said curve, 57.33 feet; S 76°46'37" E, 67.05 feet to a point of curvature of a curve concave Northerly having a radius of 188.64 feet, and a central angle of 12°59'27"; run Easterly along the arc of said curve, 42.77 feet; to a point of reverse curvature of a curve concave Southerly having a radius of 105.50 feet, and a central angle of 18°09'28"; run Easterly along the arc of said curve, 33.43 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 353.50 feet, and a central angle of 12°40'59"; run Easterly along the arc of said curve, 78.25 feet; S 84°17'21" E, 19.93 feet to a point on a non-tangent curve concave Easterly having a radius of 260.18 feet, and a central angle of 30°53'25"; from a tangent bearing of N 01°58'55" E run Northerly along the arc of said curve, 140.27 feet; to a point of compound curvature of a curve concave Southerly having a radius of 75.00 feet, and a central angle of 72°19'33"; run Easterly along the arc of said curve, 94.67 feet; S 74°48'08" E, 125.17 feet; thence departing said **Golf Course Parcel 3** run N 70°14'19" W, 264.66 feet, to a point on the Southerly boundary aforesaid RCID Levee D-8; thence run along said Levee D-8 the following two courses; N 89°41'58" W, 643.58 feet; N 65°15'58" W, 479.64 feet; thence S 00°00'00" E, 5016.28 feet, to a point on the South line of the Southwest 1/4 of Section 7; thence entering Section 18 continue; S 00°00'00" E, 569.43 feet, to a point on the Northerly boundary of the aforesaid RCID Canal L-105, and a point on a non-tangent curve concave Northeasterly having a radius of 1531.34 feet, and a central angle of 28°10'30"; thence from a tangent bearing of S 48°59'46" E run Southeasterly along the arc of said curve and Canal L-105, 753.03 feet; thence continue along said Canal the following two courses; S 77°10'16" E, 428.15 feet to a point of curvature of a curve concave Southerly having a radius of 955.13 feet, and a central angle of 01°49'25"; run Easterly along the arc of said curve, 30.40 feet, to a point on the boundary of **Golf Course Parcel 2** as described in a deed in favor of FS Orlando Golf, LLC and recorded in Official Records Book 9745, Page 8670 of the Public Records of this County; thence run along said **Golf Course Parcel 2** the following courses; N 22°51'08" E, 55.18 feet; N 05°32'31" E, 22.28 feet; N 21°28'58" E, 96.27 feet; N 00°16'39" E, 88.47 feet; N 22°11'25" W, 112.93 feet; N 36°42'24" W, 178.43 feet; N 48°18'14" W, 117.51 feet; N 71°25'45" W, 114.48 feet; S 72°48'58" W, 173.24 feet; S 88°05'54" W, 142.94 feet; N 64°52'40" W, 129.23 feet; N 41°37'30" W, 163.95 feet; N 63°21'16" W, 92.62 feet; N 17°52'43" W, 119.71 feet; N 00°35'27" E, 121.73 feet, also being a point on the North line of the Northwest 1/4 of Section 18; entering Section 7 continue along said **Golf Course Parcel 2;** N 00°35'27" E, 10.07 feet; N 18°38'24" E, 430.38 feet; N 85°15'31" E, 89.44 feet; N 75°01'04" E, 170.99 feet; N 73°26'06" E, 209.71 feet; S 73°39'09" E, 132.44 feet; S 61°13'36" E, 82.72 feet; S 55°23'05" E, 207.94 feet; S 51°29'36" E, 126.57 feet; S 53°57'24" E, 79.97 feet; S 60°14'22" E, 101.75 feet; S 75°17'28" E, 36.21 feet; S 28°55'14" W, 152.44 feet, also being a point on the South line of the Southeast 1/4 of Section 7; entering Section 18 continue along said **Golf Course Parcel 2;** S 13°45'44" E, 47.73 feet to a point of curvature of a curve concave Westerly having a radius of 75.00 feet, and a central angle of 30°06'13"; run Southerly along the arc of said curve, 39.41 feet; to a point of reverse curvature of a curve concave Northeasterly having a radius of 45.00 feet, and a central angle of 99°54'55"; run Southeasterly along the arc of said curve, 78.47 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 250.00 feet, and a central angle of 55°31'16"; run Southeasterly along the arc of said curve, 242.26 feet; S 28°03'11" E, 95.35 feet to a point of curvature of a curve concave Westerly having a radius of 125.00 feet, and a central angle of 59°41'01"; run Southerly along the arc of said curve, 130.21 feet; S 31°37'50" W, 165.37 feet; S 51°01'41" E, 83.54 feet, to a point on the boundary of the **Hotel Parcel** as described in a deed in favor of FS Orlando, LLC and recorded in Official Records Book 9745, Page 8651 of the Public Records of this County, and a point on a non-tangent curve concave Southerly having a radius of 676.49 feet, and a central angle of 29°43'07"; thence departing said **Golf Course Parcel 2** from a tangent bearing of N 50°17'44" E run Easterly along the arc of said curve and **Hotel Parcel,** 350.89 feet; to a point on the boundary of the **Fractional Parcel** as described in a deed in favor of FS Orlando Residential, LLC and recorded in Official Records Book 9745, Page 8663 of the Public Records of this County, departing the **Hotel Parcel** run along the **Fractional Parcel** the following seven courses; said point being a point of compound curvature of a curve concave Southerly having a radius of 676.49 feet, and a central angle of 10°02'40"; run Easterly along the arc of said curve 118.59 feet; to a point of compound curvature of a curve concave Southerly having a radius of 932.64 feet, and a central angle of 24°34'23"; run Easterly along the arc of said curve, 399.99 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 697.12 feet, and a central angle of 16°08'13"; run Southeasterly along the arc of said curve, 196.34 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 1320.68 feet, and a central angle of 07°00'05"; run Southeasterly along the arc of said curve, 161.38 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 198.98 feet, and a central angle of 26°22'08"; run Southeasterly along the arc of said curve, 91.58 feet; to a point of compound curvature of a curve concave Westerly having a radius of 198.98 feet,

and a central angle of 31°17'45"; run Southerly along the arc of said curve, 108.69 feet; to a point of compound curvature of a curve concave Northwesterly having a radius of 12.00 feet, and a central angle of 59°19'43"; run Southwesterly along the arc of said curve, 12.43 feet to a point the aforesaid **Hotel Parcel** ; thence run along said **Hotel Parcel** the following courses; S 03°57'40" W, 60.74 feet; to a point on a non-tangent curve concave Southerly having a radius of 344.38 feet, and a central angle of 04°15'11"; from a tangent bearing of S 86°02'20" E run Easterly along the arc of said curve, 25.56 feet; to a point of compound curvature of a curve concave Southerly having a radius of 132.00 feet, and a central angle of 26°04'01"; run Easterly along the arc of said curve, 60.05 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 184.37 feet, and a central angle of 31°44'00"; from a tangent bearing of S 49°44'21" E run Southeasterly along the arc of said curve, 102.11 feet; to a point of compound curvature of a curve concave Westerly having a radius of 679.36 feet, and a central angle of 08°51'48"; run Southerly along the arc of said curve, 105.09 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 437.18 feet, and a central angle of 18°37'07"; run Southerly along the arc of said curve, 142.06 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 395.25 feet, and a central angle of 18°13'39"; run Southeasterly along the arc of said curve, 125.74 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 645.09 feet, and a central angle of 03°21'33"; run Southeasterly along the arc of said curve, 37.82 feet; N 82°18'14" W, 71.09 feet; N 51°44'44" W, 65.78 feet; N 80°24'25" W, 90.39 feet; S 48°32'46" W, 80.93 feet; S 22°55'38" W, 113.12 feet; S 27°19'16" E, 55.45 feet; S 18°40'56" W, 159.75 feet; S 10°48'30" W, 160.42 feet to a point of curvature of a curve concave Easterly having a radius of 223.65 feet, and a central angle of 64°24'05"; run Southerly along the arc of said curve, 251.39 feet; to a point of compound curvature of a curve concave Northerly having a radius of 82.76 feet, and a central angle of 58°14'14"; run Easterly along the arc of said curve, 84.12 feet; to a point of reverse curvature of a curve concave Southerly having a radius of 271.37 feet, and a central angle of 28°25'37"; run Easterly along the arc of said curve, 134.64 feet; S 83°24'11" E, 42.54 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 87°13'52"; run Northeasterly along the arc of said curve, 38.06 feet; to a point on a non-tangent curve concave Easterly having a radius of 1010.00 feet, and a central angle of 5°32'17"; thence from a tangent bearing of S 09°21'57" W run Southerly along the arc of said curve, 97.62 feet; departing said **Hotel Parcel** continue along the arc of said curve 336.45 feet, through a central angel of 19°05'10"; thence S 15°15'30" E, 236.24 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 91°19'47"; thence run Southwesterly along the arc of said curve, 39.85 feet; to a point of compound curvature of a curve concave Northerly having a radius of 615.00 feet, and a central angle of 11°32'03"; thence run Westerly along the arc of said curve, 123.81 feet; thence N 01°50'25" W, 13.75 feet; to a point of curvature of a curve concave Southwesterly having a radius of 143.00 feet, and a central angle of 116°13'09"; thence run Northwesterly along the arc of said curve, 290.07 feet; thence N 37°30'38" W, 145.26 feet; thence N 69°53'23" W, 102.75 feet, to a point on the RCID jurisdictional boundary as described in RCID resolutions 485, 499 and 501; thence follow said RCID jurisdictional boundary the following seven courses; N 20°06'37" E, 66.49 feet; N 13°53'13" E, 84.71 feet; N 26°43'01" E, 107.99 feet; S 82°09'40" E, 26.47 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 115°40'49"; run Northeasterly along the arc of said curve, 50.48 feet; N 18°04'39" W, 78.70 feet; N 24°23'32" W, 34.06 feet, to a point on the aforesaid **Hotel Parcel** ; thence run along said **Hotel Parcel** the following seven courses; S 51°47'43" W, 77.60 feet; N 69°11'35" W, 71.56 feet; N 80°57'01" W, 172.69 feet; S 78°04'48" W, 91.87 feet; S 83°41'57" W, 156.70 feet to a point on a non-tangent curve concave Northerly having a radius of 80.00 feet, and a central angle of 85°25'32"; from a tangent bearing of S 45°07'48" W run Westerly along the arc of said curve, 119.28 feet; N 49°26'39" W, 35.64 feet, to a point on the Northerly boundary of the aforesaid RCID Canal L-105 and a point on a non-tangent curve concave Westerly having a radius of 2072.25 feet, and a central angle of 09°44'54"; thence from a tangent bearing of S 10°29'59" E run Southerly along the arc of said curve and Canal, 352.57 feet; thence continue along said Canal the following courses; S 00°45'06" E, 555.00 feet to a point of curvature of a curve concave Easterly having a radius of 1505.50 feet, and a central angle of 40°15'00"; run Southerly along the arc of said curve, 1057.61 feet; S 41°00'06" E, 575.00 feet to a point of curvature of a curve concave Southwesterly having a radius of 998.00 feet, and a central angle of 20°08'54"; run Southeasterly along the arc of said curve, 350.95 feet to the Point of Beginning, containing 516.55 acres, more or less.

Together with:

PARCEL 3

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Northeast 1/4 of Section 19, Township 24 South, Range 28 East, S 01°23'24" E, 138.60 feet to a point on the Reedy Creek Improvement District (RCID) jurisdictional boundary as recorded in RCID resolutions 485, 499 and 501, thence run along said RCID jurisdictional boundary the following courses; N 89°29'03" W, 140.07 feet; N 88°11'54" W, 77.05 feet to a point of curvature of a curve concave Northerly having a radius of 1109.03 feet, and a central angle of 07°17'21"; run Westerly along the arc of said curve, 141.09 feet; N 80°54'32" W, 34.76 feet to a point of curvature of a curve concave Northerly having a radius of 513.39 feet, and a central angle of 13°13'42"; run Westerly along the arc of said curve, 118.53 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 950.92 feet, and a central angle of 14°29'06"; run Northwesterly along the arc of said curve, 240.40 feet; N 53°11'44" W, 112.51 feet , to a point on the Easterly boundary of Reedy Creek Improvement District (RCID) Canal C-1 as described in as recorded in Official Records Book 1896, Page 232 of the Public Records of this County and the Point of Beginning, and a point on a non-tangent curve concave Easterly having a radius of 1975.00 feet, and a central angle of 06°11'11"; thence from a tangent bearing of N 09°52'34" E run Northerly along the arc of said curve and Canal, 213.25 feet to a point on the Southerly boundary of RCID Canal L-105 as described in as recorded in Official Records Book 1896, Page 232; and a point on a non-tangent curve concave Southwesterly having a radius of 898.00 feet, and a central angle of 28°43'03"; thence from a tangent bearing of N 12°17'03" W run Northwesterly along the arc of said curve Canal L-105, 450.09 feet; thence run along said Canal L-105 N 41°00'06" W, 381.61 feet a point on the boundary of the proposed Golden Oak Phase 1B Plat run along said Plat the following courses; N 87°15'41" W, 105.75 feet; S 10°00'56" W, 7.48 feet; S 48°59'37" W, 6.90 feet; S 48°27'53" E, 67.86 feet; S 39°24'46" E, 7.84 feet; S 30°20'01" E, 80.29 feet; S 24°43'45" E, 88.92 feet; S 58°22'27" E, 49.28 feet; S 40°00'00" E, 8.68 feet; S 21°06'04" E, 7.75 feet; S 12°07'10" E, 81.07 feet; S 07°48'49" E, 92.97 feet; S 08°51'53" W, 7.72 feet; S 17°46'17" W, 25.39 feet; S 02°18'39" E, 47.37 feet; S 02°51'28" E, 80.83 feet; S 11°04'31" W, 9.58 feet; S 22°04'40" W, 36.18 feet; S 40°52'40" W, 26.51 feet; S 53°11'44" E, 420.47 feet to the Point of Beginning, containing 4.194 Acres, more or less.

Together with:

PARCEL 4

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Northeast 1/4 of Section 19 Township 24 South, Range 28 East,, S 01°23'24" E, 138.60 feet to a point on the Reedy Creek Improvement District (RCID) jurisdictional boundary as recorded in RCID resolutions 485, 499 and 501; thence run along said RCID jurisdictional boundary the following courses; N 89°29'03" W, 140.07 feet; N 88°11'54" W, 77.05 feet to a point of curvature of a curve concave Northerly having a radius of 1109.03 feet, and a central angle of 07°17'21"; run Westerly along the arc of said curve, 141.09 feet; N 80°54'32" W, 34.76 feet to a point of curvature of a curve concave Northerly having a radius of 513.39 feet, and a central angle of 13°13'42"; run Westerly along the arc of said curve, 118.53 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 950.92 feet, and a central angle of 14°29'06"; run Northwesterly along the arc of said curve, 240.40 feet; N 53°11'44" W, 1187.79 feet to the Point of Beginning, N 53°11'44" W, 310.79 feet to a point of curvature of a curve concave Southwesterly having a radius of 1908.34 feet, and a central angle of 22°05'51"; run Northwesterly along the arc of said curve, 736.00 feet; thence N 18°42'59" E, 22.23 feet; thence N 55°12'27" E, 19.76 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 33°58'13"; thence run Northeasterly along the arc of said curve, 14.82 feet; thence N 25°05'40" E, 31.33 feet; thence N 20°23'46" E,

184.90 feet; N 36°16'00" E, 28.53 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 46°18'35"; run Northerly along the arc of said curve, 20.21 feet; N 10°02'35" W, 27.27 feet; N 10°02'35" W, 65.74 feet to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 35°13'41"; run Northwesterly along the arc of said curve, 15.37 feet; N 45°16'16" W, 3.66 feet to a point on a non-tangent curve concave Easterly having a radius of 343.87 feet, and a central angle of 35°36'27"; thence departing said boundary from a tangent bearing of N 07°40'32" W run Northerly along the arc of said curve, 213.70 feet; thence N 27°55'55" E, 81.03 feet to a point of curvature of a curve concave Westerly having a radius of 439.50 feet, and a central angle of 26°29'19"; thence run Northerly along the arc of said curve, 203.19 feet; thence N 01°26'36" E, 85.69 feet to a point of curvature of a curve concave Easterly having a radius of 632.56 feet, and a central angle of 27°08'07"; thence run Northerly along the arc of said curve, 299.58 feet; thence N 28°34'43" E, 51.05 feet to a point of curvature of a curve concave Westerly having a radius of 108.52 feet, and a central angle of 51°00'47"; thence run Northerly along the arc of said curve, 96.62 feet to a point on the boundary of a deed in favor of FS Orlando, LLC recorded in Official Records Book 9745, Page 8670; thence run along said boundary the following five courses; N 38°34'51" W, 13.88 feet to a point of curvature of a curve concave Easterly having a radius of 3.95 feet, and a central angle of 74°25'35"; run Northerly along the arc of said curve, 5.13 feet; to a point of compound curvature of a curve concave Southeasterly having a radius of 19.64 feet, and a central angle of 36°52'37"; run Northeasterly along the arc of said curve, 12.64 feet; to a point of compound curvature of a curve concave Southerly having a radius of 7.86 feet, and a central angle of 78°20'37"; run Easterly along the arc of said curve, 10.75 feet; N 48°40'54" E, 30.14 feet; thence S 26°29'23" E, 104.81 feet; thence S 34°56'26" E, 27.03 feet; thence S 17°00'45" W, 45.16 feet; thence S 39°26'51" W, 91.52 feet; thence S 23°46'35" W, 109.94 feet; thence S 12°21'10" W, 151.79 feet; thence S 00°32'57" W, 48.45 feet; thence S 17°13'11" E, 99.26 feet; thence S 21°03'09" E, 47.93 feet; thence S 28°03'16" W, 61.53 feet; thence S 41°27'39" W, 22.84 feet; thence S 47°02'26" W, 110.76 feet to a point of curvature of a curve concave Southeasterly having a radius of 90.00 feet, and a central angle of 18°08'34"; thence run Southwesterly along the arc of said curve, 28.50 feet; to a point of compound curvature of a curve concave Easterly having a radius of 291.87 feet, and a central angle of 99°10'05"; thence run Southerly along the arc of said curve, 505.17 feet; thence S 70°16'13" E, 65.03 feet to a point of curvature of a curve concave Southwesterly having a radius of 179.50 feet, and a central angle of 24°24'35"; thence run Southeasterly along the arc of said curve, 76.47 feet; thence N 43°43'10" E, 0.99 feet to a point on a non-tangent curve concave Easterly having a radius of 12.00 feet, and a central angle of 64°53'16"; thence from a tangent bearing of N 46°16'50" W run Northerly along the arc of said curve, 13.59 feet; to a point of compound curvature of a curve concave Southeasterly having a radius of 64.18 feet, and a central angle of 75°06'57"; thence run Northeasterly along the arc of said curve, 84.13 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 121.77 feet, and a central angle of 48°31'15"; thence run Southeasterly along the arc of said curve, 103.12 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 1975.00 feet, and a central angle of 17°28'59"; thence run Southeasterly along the arc of said curve, 602.64 feet; to a point of compound curvature of a curve concave Westerly having a radius of 12.00 feet, and a central angle of 54°27'51"; thence run Southerly along the arc of said curve, 11.41 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 44.00 feet, and a central angle of 87°23'13"; thence run Southerly along the arc of said curve, 67.11 feet; thence S 36°48'16" W, 27.88 feet to the Point of Beginning, containing 7.99 acres, more or less.

Together with:

PARCEL 5

A parcel of land lying in Section 17, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of the **Employee Parking** parcel as described in a deed in favor of FS Orlando, LLC and recorded in Official Records Book 9745, Page 8651 of the Public Records of this County, S 00°00'00" E, 355.59 feet to a point in common with the **Additional Southeast Property** as described in Exhibit I of this document; thence run along said **Additional Southeast Property** N 90°00'00" W, 242.19 feet to a point in common with Parcel 9.1 as described herein; thence run along said parcel the following courses; N 19°07'45" W, 26.30 feet; N 01°39'19" W, 51.58 feet; N 10°50'41" W, 7.97 feet; N 24°23'05" W, 55.95 feet; N 15°14'28" W, 39.45 feet; N

23°49'21" W, 7.48 feet; N 32°26'27" W, 50.63 feet; N 30°25'01" W, 44.20 feet; N 39°06'44" W, 7.51 feet; N 47°42'25" W, 59.89 feet; N 57°31'36" W, 65.30 feet; N 69°43'44" E, 76.48 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 21°53'28"; run Northeasterly along the arc of said curve, 9.55 feet to a point on the aforesaid **Employee Parking** parcel; thence departing said parcel 9.1 run along said **Employee Parking** parcel the following courses S 05°16'59" E, 18.04 feet; N 90°00'00" E, 362.43 feet to the Point of Beginning, containing 2.532 Acres, more or less.

Together with:

WETLAND 9.1

A parcel of land lying in Section 17, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 17, run along the West line of the Southwest 1/4 of said Section 17, N 00°33'48" E, 1062.53 feet to a point on the Easterly boundary of Reedy Creek Improvement District (RCID) Canal C-1 as described in as recorded in Official Records Book 1896, Pages 228 and 232 of the Public Records of this County and a point on a non-tangent curve concave Southeasterly having a radius of 1725.00 feet, and a central angle of 10°18'12"; thence from a tangent bearing of N 48°52'51" E run Northeasterly along the arc of said curve, 310.20 feet; thence continue along said Canal the following two courses; N 59°11'02" E, 498.10 feet to a point of curvature of a curve concave Northwesterly having a radius of 1396.50 feet, and a central angle of 18°40'10"; thence run Northeasterly along the arc of said curve, 455.04 feet to a point in common with the **Additional Southeast Property** as described in Exhibit I of this document and to the Point of Beginning; thence run along said Parcel the following courses; S 00°29'12" W, 43.85 feet; S 08°27'07" E, 7.55 feet; S 17°08'27" E, 55.44 feet; S 14°38'10" E, 57.23 feet; S 23°58'33" E, 69.40 feet; S 22°00'55" E, 66.19 feet; S 31°01'36" E, 7.82 feet; S 46°48'37" E, 35.59 feet; S 45°17'14" E, 56.45 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 51°23'48"; run Easterly along the arc of said curve, 22.43 feet; N 83°18'58" E, 51.28 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 111°22'51"; run Northeasterly along the arc of said curve, 48.60 feet; N 28°03'53" W, 31.25 feet; N 65°08'17" E, 23.02 feet; S 76°43'41" E, 11.33 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 47°38'36"; run Easterly along the arc of said curve, 20.79 feet; N 55°37'43" E, 14.31 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 45°37'05"; run Northeasterly along the arc of said curve, 19.90 feet; N 10°00'38" E, 22.67 feet; N 52°41'06" E, 13.91 feet; N 78°02'32" E, 28.62 feet; N 70°33'36" E, 6.49 feet; N 63°08'03" E, 34.08 feet; N 51°33'48" E, 10.02 feet; N 29°47'12" E, 83.40 feet; N 36°44'25" E, 32.68 feet; N 86°17'52" E, 62.39 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 105°25'37"; run Northeasterly along the arc of said curve, 46.00 feet; N 19°07'45" W, 40.32 feet; N 01°39'19" W, 51.58 feet; N 10°50'41" W, 7.97 feet; N 24°23'05" W, 55.95 feet; N 15°14'28" W, 39.45 feet; N 23°49'21" W, 7.48 feet; N 32°26'27" W, 50.63 feet; N 30°25'01" W, 44.20 feet; N 39°06'44" W, 7.51 feet; N 47°42'25" W, 59.89 feet; N 57°31'36" W, 65.30 feet; N 69°43'44" E, 76.48 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 21°53'28"; run Northeasterly along the arc of said curve, 9.55 feet to a point on the boundary of the **Employee Parking** parcel as described in a deed in favor of FS Orlando, LLC and recorded in Official Records Book 9745, Page 8651 of the Public Records of this County; thence departing said **Additional Southeast Property** run along said **Employee Parking** parcel the following courses; N 05°16'59" W, 88.19 feet; N 26°33'54" W, 135.35 feet; N 47°32'44" E, 146.69 feet; N 11°28'34" E, 24.04 feet to a point of curvature of a curve concave Westerly having a radius of 15.00 feet, and a central angle of 52°09'22"; run Northerly along the arc of said curve, 13.65 feet; N 40°40'48" W, 82.81 feet; N 90°00'00" W, 73.87 feet to a point on the aforementioned Canal C-1, and a point on a non-tangent curve concave Northwesterly having a radius of 1396.50 feet, and a central angle of 33°20'56"; thence departing said **Employee Parking** parcel from a tangent bearing of S 07°09'56" W run Southwesterly along the arc of said curve and Canal, 812.83 feet to the Point of Beginning, containing 6.48 acres, more or less.

Together with:

WETLAND 14.22B

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the South line of the Southeast 1/4 of said Section 18, S 89°50'07" W, 816.18 feet, to a point on the Westerly Boundary of Reedy Creek Improvement District Canal C-1 as recorded in official records book 1896, pages 228 and 232 of the public records of this county also being a point on a non-tangent curve concave Easterly having a radius of 3289.02 feet, and a central angle of 00°17'07"; thence from a tangent bearing of N 07°00'52" E run Northerly along the arc of said curve and Westerly Boundary of Canal C-1, 16.37 feet, to a point of compound curvature of a curve concave Easterly having a radius of 1975.00 feet, and a central angle of 08°45'46"; thence run Northerly along the arc of said curve and Canal, 302.06 feet, to its intersection with the Southerly boundary of Reedy Creek Improvement District Canal L-105 as recorded in official records book 1896, pages 228 and 232, said point also being a point on a non-tangent curve concave Westerly having a radius of 898.00 feet, and a central angle of 04°56'07"; thence from a tangent bearing of N 12°17'03" W run Northerly along the arc of said curve and Canal L-105, 77.35 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 898.00 feet, and a central angle of 23°46'56"; thence run Northwesterly along the arc of said curve and Canal, 372.74 feet; thence continue along said N 41°00'06" W, 381.61 feet to a point in common with the **Additional Southwest Parcel** as description in Exhibit J of this document and the Point of Beginning; thence run along said common boundary N 87°15'41" W, 130.57 feet; N 63°21'34" W, 33.90 feet; N 81°08'52" W, 154.09 feet; N 39°33'00" W, 38.53 feet; N 28°54'14" W, 86.79 feet; N 28°30'43" W, 101.63 feet; N 32°36'46" W, 77.00 feet; N 39°30'36" W, 98.30 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 37°14'40"; run Northerly along the arc of said curve, 16.25 feet; N 02°15'56" W, 56.50 feet; N 39°36'59" W, 135.27 feet; N 85°04'00" W, 67.65 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 46°40'29"; run Northwesterly along the arc of said curve, 20.37 feet; N 38°23'30" W, 64.62 feet; N 64°16'05" W, 16.33 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 58°38'45"; run Northwesterly along the arc of said curve, 25.59 feet; N 05°37'20" W, 20.54 feet; N 44°31'28" W, 62.56 feet; S 23°42'54" W, 95.95 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 84°46'10"; run Southwesterly along the arc of said curve, 36.99 feet; N 71°30'56" W, 65.59 feet; N 67°45'46" W, 71.42 feet; N 47°09'12" W, 129.61 feet; N 28°09'10" W, 67.04 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 58°17'03"; run Northerly along the arc of said curve, 25.43 feet; N 30°07'52" E, 66.18 feet; N 41°27'39" E, 82.62 feet; N 28°03'16" E, 61.53 feet; N 21°03'09" W, 47.93 feet; N 17°13'11" W, 99.26 feet; N 00°32'57" E, 48.45 feet; N 12°21'10" E, 151.79 feet; N 23°46'35" E, 109.94 feet; N 39°26'51" E, 91.52 feet; N 17°00'45" E, 45.16 feet; N 34°56'26" W, 27.03 feet; N 26°29'23" W, 104.81 feet a point in common with **Golf Course Parcel 1** as described in a deed in favor of FS Orlando Golf, LLC and recorded in Official Records Book 9745, Page 8670 of the Public Records of this County; also being a point on a non-tangent curve concave Easterly having a radius of 24.99 feet, and a central angle of 35°00'02"; thence from a tangent bearing of N 26°30'09" W run Northerly along the arc of said curve and common boundary, 15.27 feet; thence run along said common boundary the following courses N 08°29'54" E, 48.36 feet to a point on a non-tangent curve concave Southeasterly having a radius of 24.99 feet, and a central angle of 57°42'22"; from a tangent bearing of N 09°58'45" E run Northeasterly along the arc of said curve, 25.17 feet; N 67°41'07" E, 62.92 feet to a point on a non-tangent curve concave Southerly having a radius of 25.00 feet, and a central angle of 57°54'58"; from a tangent bearing of N 69°59'31" E run Easterly along the arc of said curve, 25.27 feet; S 42°49'15" E, 158.01 feet; thence N 36°13'21" E, 48.89 feet; N 22°45'12" E, 91.63 feet; N 52°12'17" E, 66.88 feet; N 62°45'08" E, 57.61 feet to a point on a non-tangent curve concave Southerly having a radius of 95.08 feet, and a central angle of 24°56'49"; from a tangent bearing of S 81°46'57" E run Easterly along the arc of said curve, 41.40 feet; S 56°50'08" E, 9.40 feet to a point of curvature of a curve concave Southwesterly having a radius of 51.81 feet, and a central angle of 24°30'18"; run Southeasterly along the arc of said curve, 22.16 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 67.28 feet, and a central angle of 19°18'45"; run Southeasterly along the arc of said curve, 22.68 feet, to a point of compound curvature of a curve concave Westerly having a radius of 343.56 feet, and

a central angle of 10°10'20"; run Southerly along the arc of said curve, 61.00 feet; N 89°14'54" E, 8.57 feet, to a point of the aforementioned Canal L-105 thence departing said common boundary run along said Canal L-105 the following courses S 00°45'06" E, 555.00 feet to a point of curvature of a curve concave Easterly having a radius of 1605.50 feet, and a central angle of 40°15'00"; run Southerly along the arc of said curve, 1127.86 feet; thence S 41°00'06" E, 193.39 feet to the Point of Beginning, containing 17.385 acres more or less.

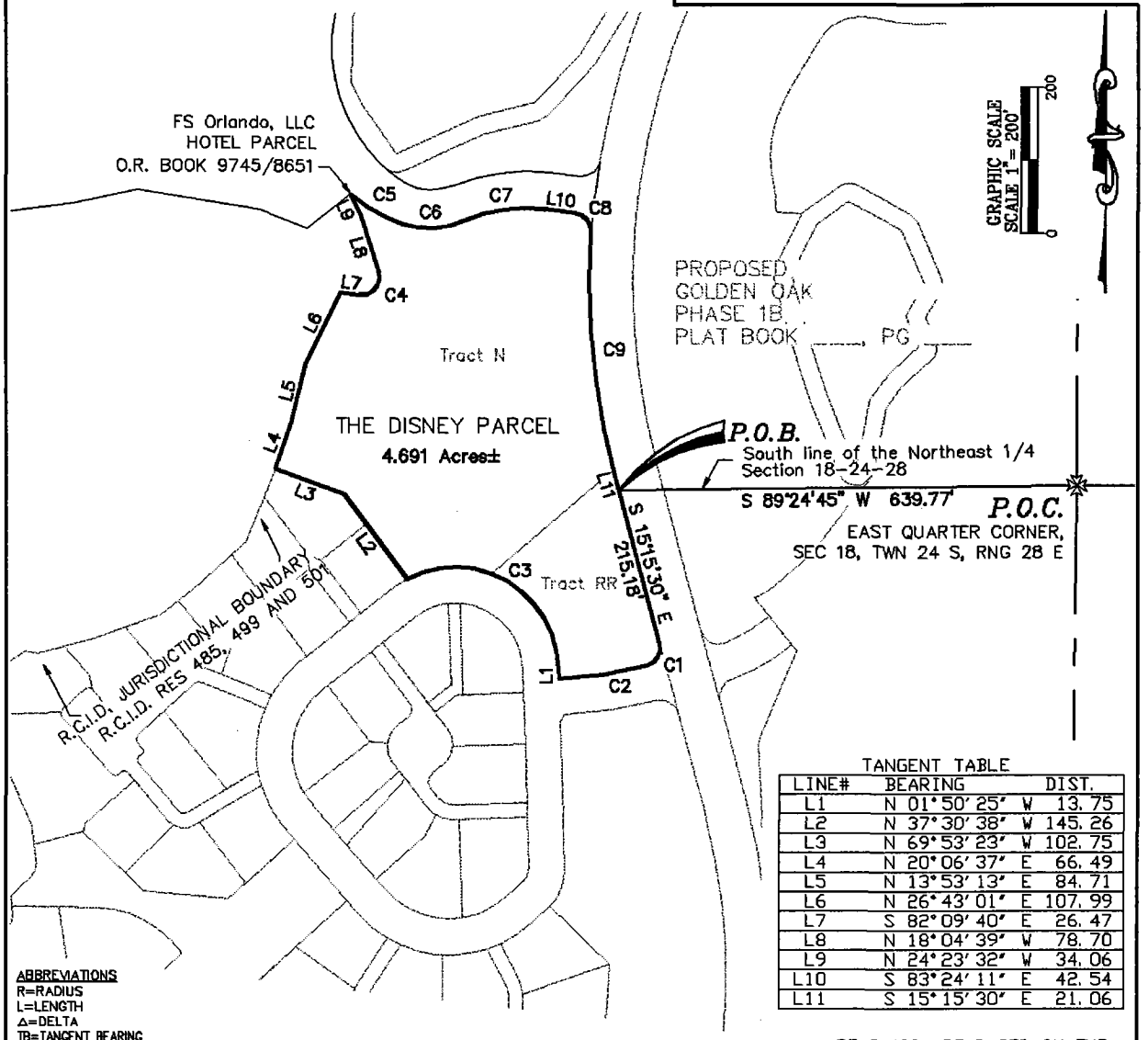
EXHIBIT "E"

LEGAL DESCRIPTION OF THE DISNEY PARCEL

[See Next 2 Pages]

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	25.00	91°19'47"	39.85	
C2	615.00	11°32'03"	123.81	
C3	143.00	116°13'09"	290.07	
C4	25.00	115°40'49"	50.48	
C5	234.18	14°51'36"	60.74	S 49°24'01" E
C6	132.76	48°16'12"	111.85	
C7	221.37	29°07'38"	112.54	
C8	25.00	87°13'51"	38.06	
C9	1010.00	19°05'10"	336.45	



TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 01°50'25" W	13.75
L2	N 37°30'38" W	145.26
L3	N 69°53'23" W	102.75
L4	N 20°06'37" E	66.49
L5	N 13°53'13" E	84.71
L6	N 26°43'01" E	107.99
L7	S 82°09'40" E	26.47
L8	N 18°04'39" W	78.70
L9	N 24°23'32" W	34.06
L10	S 83°24'11" E	42.54
L11	S 15°15'30" E	21.06

ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE
S. LINE, NE 1/4
SECTION 18-24-28
AS BEING S 89°24'45" W

RCES
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: THE DISNEY PARCEL	SCALE: 1:200
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: ALM
COMMENTS: EXHIBIT "E"	FILENAME: 10AM08235

8043

DESCRIPTION
OF THE
THE DISNEY PARCEL

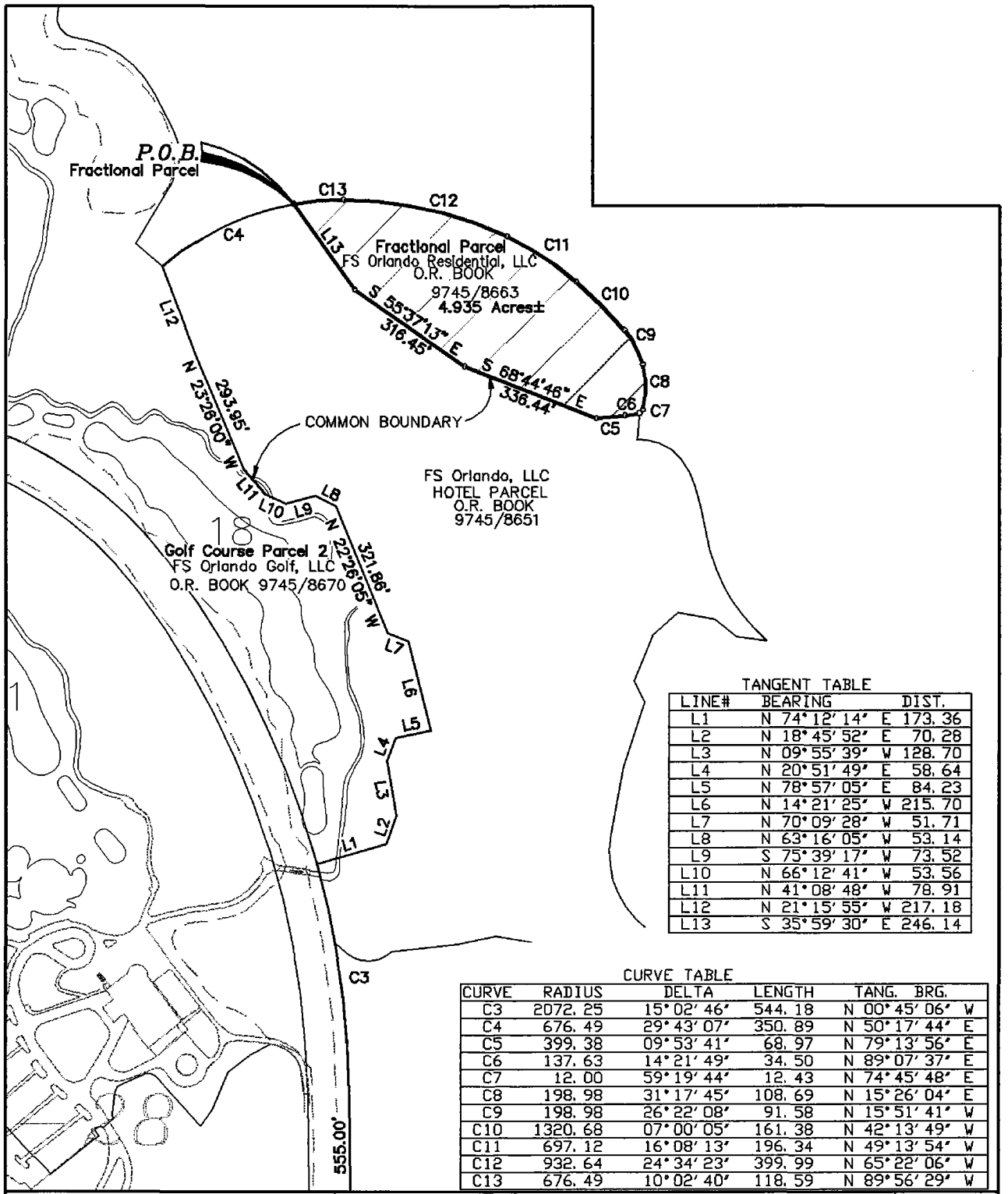
Tracts N and RR on the Proposed Golden Oak Phase 1B Plat, lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the East Quarter corner of said Section 18, run along the South line of the Northeast 1/4 of said Section 18, S 89°24'45" W, 639.77 feet, to the Point of Beginning; thence S 15°15'30" E, 215.18 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 91°19'47"; thence run Southwesterly along the arc of said curve, 39.85 feet; to a point of compound curvature of a curve concave Northerly having a radius of 615.00 feet, and a central angle of 11°32'03"; thence run Westerly along the arc of said curve, 123.81 feet; thence N 01°50'25" W, 13.75 feet to a point of curvature of a curve concave Southwesterly having a radius of 143.00 feet, and a central angle of 116°13'09"; thence run Northwesterly along the arc of said curve, 290.07 feet; thence N 37°30'38" W, 145.26 feet; thence N 69°53'23" W, 102.75 feet, to a point on the Reedy Creek Improvement District (RCID) jurisdictional boundary as described in RCID resolutions 485, 499 and 501; thence follow said RCID jurisdictional boundary the following courses; N 20°06'37" E, 66.49 feet; N 13°53'13" E, 84.71 feet; N 26°43'01" E, 107.99 feet; S 82°09'40" E, 26.47 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 115°40'49"; run Northeasterly along the arc of said curve, 50.48 feet; N 18°04'39" W, 78.70 feet; N 24°23'32" W, 34.06 feet, to a point on the boundary of the **Hotel Parcel** as described in a deed in favor of FS Orlando, LLC and recorded in Official Records Book 9745, Page 8651 of the Public Records of this County; run along said jurisdictional boundary and **Hotel Parcel** the following courses, said point being a point on a non-tangent curve concave Northeasterly having a radius of 234.18 feet, and a central angle of 14°51'36"; from a tangent bearing of S 49°24'01" E run Southeasterly along the arc of said curve, 60.74 feet; to a point of compound curvature of a curve concave Northerly having a radius of 132.76 feet, and a central angle of 48°16'12"; run Easterly along the arc of said curve, 111.85 feet; to a point of reverse curvature of a curve concave Southerly having a radius of 221.37 feet, and a central angle of 29°07'38"; run Easterly along the arc of said curve, 112.54 feet; S 83°24'11" E, 42.54 feet to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 87°13'51"; run Southeasterly along the arc of said curve, 38.06 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 1010.00 feet, and a central angle of 19°05'10"; thence departing said jurisdictional boundary and **Hotel Parcel** run Southerly along the arc of said curve, 336.45 feet; thence S 15°15'30" E, 21.06 feet to the Point of Beginning, containing 4.691 acres, more or less.

EXHIBIT "F"

LEGAL DESCRIPTION OF THE FRACTIONAL PARCEL

[See Next 3 Pages]



TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 74°12'14" E	173.36
L2	N 18°45'52" E	70.28
L3	N 09°55'39" W	128.70
L4	N 20°51'49" E	58.64
L5	N 78°57'05" E	84.23
L6	N 14°21'25" W	215.70
L7	N 70°09'28" W	51.71
L8	N 63°16'05" W	53.14
L9	S 75°39'17" W	73.52
L10	N 66°12'41" W	53.56
L11	N 41°08'48" W	78.91
L12	N 21°15'55" W	217.18
L13	S 35°59'30" E	246.14

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C3	2072.25	15°02'46"	544.18	N 00°45'06" W
C4	676.49	29°43'07"	350.89	N 50°17'44" E
C5	399.38	09°53'41"	68.97	N 79°13'56" E
C6	137.63	14°21'49"	34.50	N 89°07'37" E
C7	12.00	59°19'44"	12.43	N 74°45'48" E
C8	198.98	31°17'45"	108.69	N 15°26'04" E
C9	198.98	26°22'08"	91.58	N 15°51'41" W
C10	1320.68	07°00'05"	161.38	N 42°13'49" W
C11	697.12	16°08'13"	196.34	N 49°13'54" W
C12	932.64	24°34'23"	399.99	N 65°22'06" W
C13	676.49	10°02'40"	118.59	N 89°56'29" W

RCES
REEDY CREEK ENERGY SERVICES

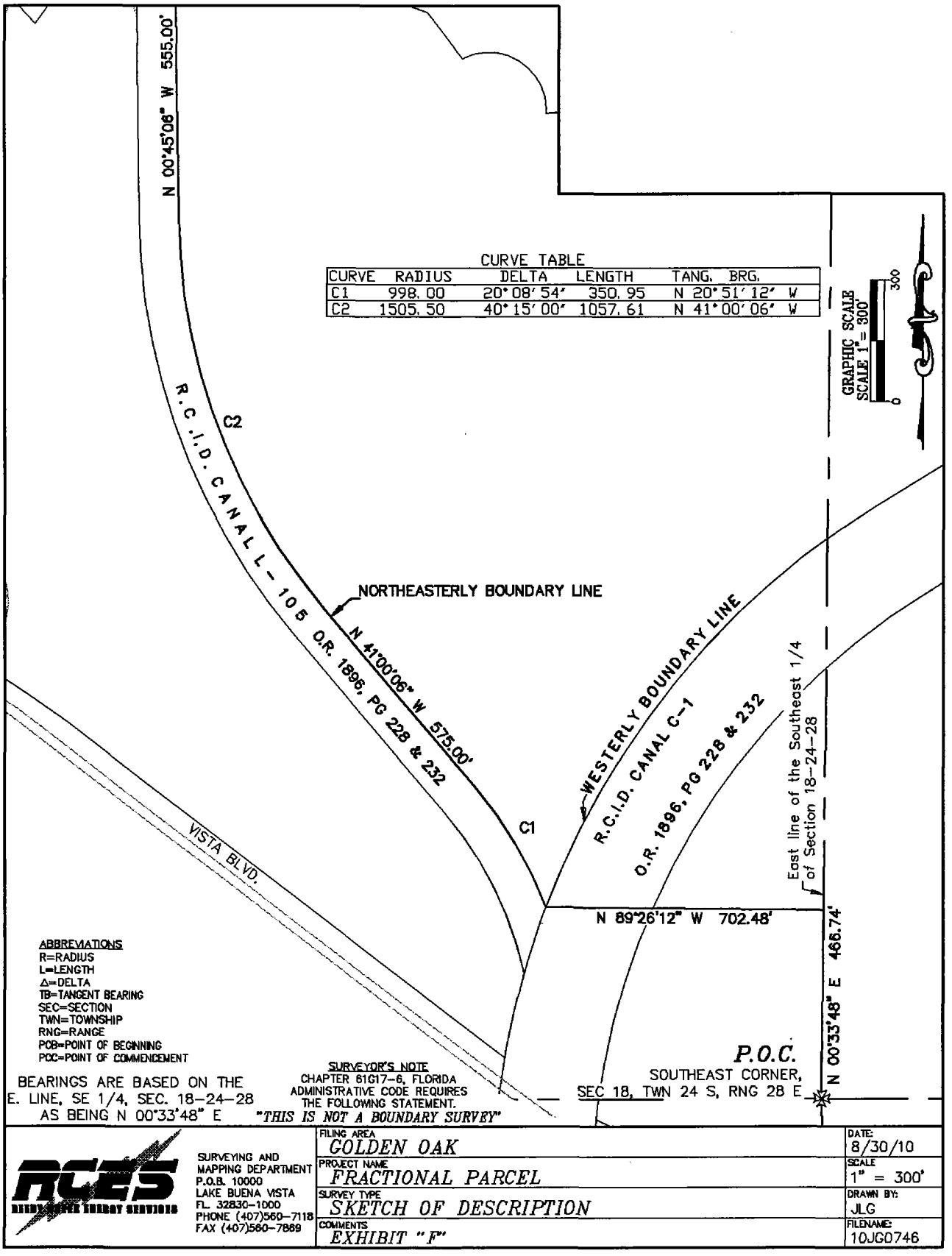
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: FRACTIONAL PARCEL	SCALE: 1" = 300'
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "F"	FILENAME: 10JG0746

8092

Exhibit "F" - 2

021382, 000014, 103483331.7
9/2/10


N 00°45'08" W 555.00'
CURVE TABLE
CURVE RADIUS DELTA LENGTH TANG. BRG.
C1 998.00 20°08'54" 350.95 N 20°51'12" W
C2 1505.50 40°15'00" 1057.61 N 41°00'06" W
GRAPHIC SCALE
SCALE 1" = 300'
0
300
C2
R.C.I.D. CANAL L-105 O.R. 1896, PG 228 & 232
NORTHEASTERLY BOUNDARY LINE
N 41°00'06" W 575.00'
C1
WESTERLY BOUNDARY LINE
R.C.I.D. CANAL C-1
O.R. 1896, PG 228 & 232
East line of the Southeast 1/4 of Section 18-24-28
VISTA BLVD.
N 89°26'12" W 702.48'
N 00°33'48" E 466.74'
P.O.C.
SOUTHEAST CORNER,
SEC 18, TWN 24 S, RNG 28 E
ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
BEARINGS ARE BASED ON THE E. LINE, SE 1/4, SEC. 18-24-28 AS BEING N 00°33'48" E
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA
GOLDEN OAK
PROJECT NAME
FRACTIONAL PARCEL
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS
EXHIBIT "F"
DATE: 8/30/10
SCALE 1" = 300'
DRAWN BY: JLG
FILENAME: 10JG0746

8093

DESCRIPTION
OF THE
FRACTIONAL PARCEL

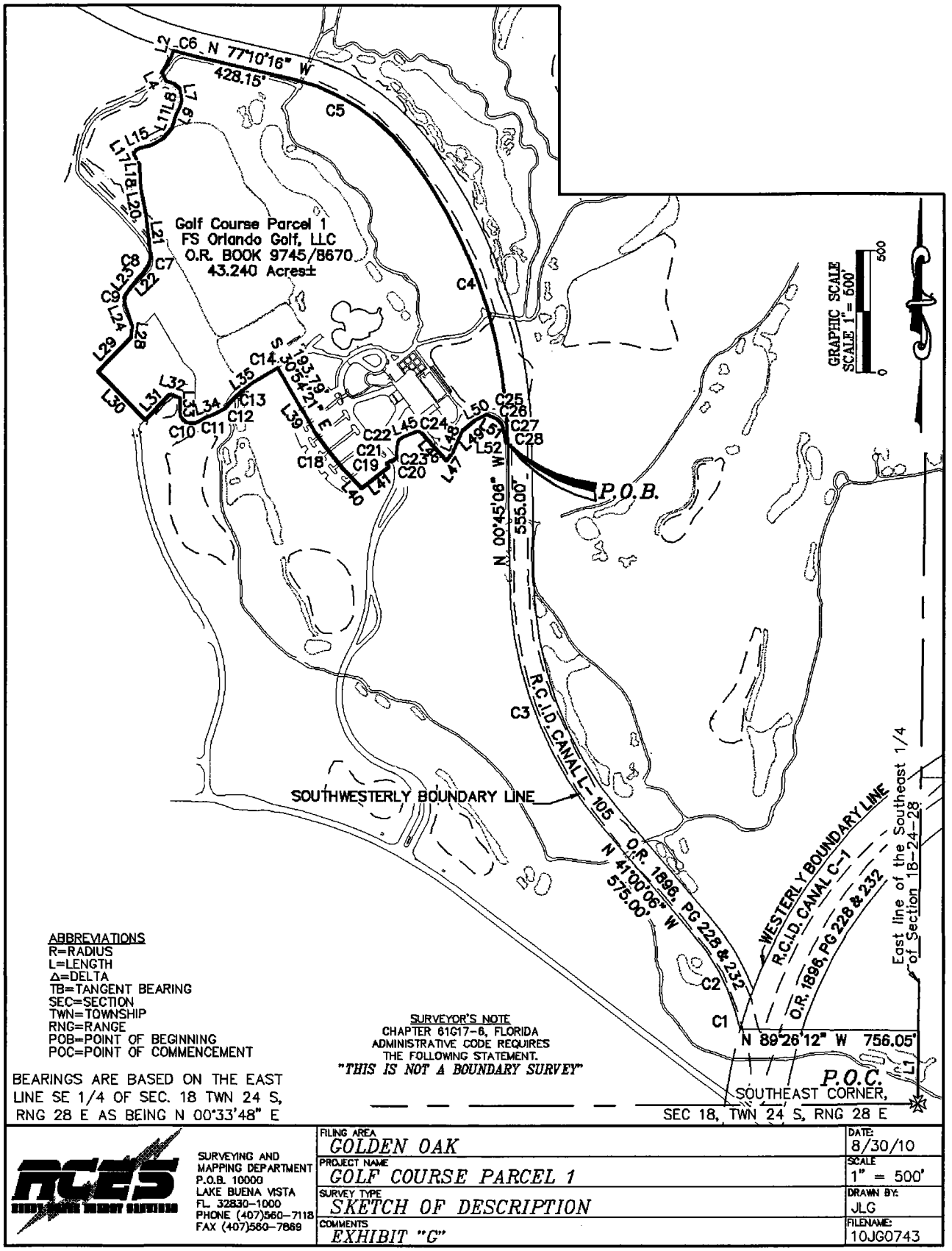
A parcel of land described in a deed in favor of FS Orlando Residential, LLC recorded in Official Records Book 9745, Page 8663 and lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Southeast 1/4 of said Section 18, N 00°33'48" E, 466.74 feet; thence N 89°26'12" W, 702.48 feet to the intersection of Westerly boundary of Reedy Creek Improvement District Canal C-1 and the Northeasterly boundary of Reedy Creek Improvement District Canal L-105 as recorded in Official Records Book 1896, Pages 228 and 232 of the Public Records of this County, said point being a point on a non-tangent curve concave Southwesterly having a radius of 998.00 feet, and a central angle of 20°08'54"; thence from a tangent bearing of N 20°51'12" W run Northwesterly along the arc of said curve and Northeasterly boundary of said Canal L-105, 350.95 feet; thence continue along said Canal the following four courses N 41°00'06" W, 575.00 feet to a point of curvature of a curve concave Easterly having a radius of 1505.50 feet, and a central angle of 40°15'00"; run Northerly along the arc of said curve, 1057.61 feet; N 00°45'08" W, 555.00 feet to a point of curvature of a curve concave Westerly having a radius of 2072.25 feet, and a central angle of 15°02'46"; run Northerly along the arc of said curve, 544.18 feet to a point in common with **Golf Course Parcel 2** as defined in a deed in favor of FS Orlando Golf, LLC recorded in Official Records Book 9745, Page 8670 and the **Hotel Parcel** as defined in a deed in favor of FS Orlando, LLC recorded in Official Records Book 9745, Page 8651; thence run along said common boundary the following courses; N 74°12'14" E, 173.36 feet; N 18°45'52" E, 70.28 feet; N 09°55'39" W, 128.70 feet; N 20°51'49" E, 58.64 feet; N 78°57'05" E, 84.23 feet; N 14°21'25" W, 215.70 feet; N 70°09'28" W, 51.71 feet; N 22°26'05" W, 321.86 feet; N 63°16'05" W, 53.14 feet; S 75°39'17" W, 73.52 feet; N 66°12'41" W, 53.56 feet; N 41°08'48" W, 78.91 feet; N 23°26'00" W, 293.95 feet; N 21°15'55" W, 217.18 feet to a point on a non-tangent curve concave Southeasterly having a radius of 676.49 feet, and a central angle of 29°43'07"; thence department said **Golf Course Parcel 2** from a tangent bearing of N 50°17'44" E run Northeasterly along the arc of said curve and **Hotel Parcel**, 350.89 feet to the POINT OF BEGINNING; thence run continue along said **Hotel Parcel** boundary the following five courses; S 35°59'30" E, 246.14 feet; S 55°37'13" E, 316.45 feet; S 68°44'46" E, 336.44 feet to a point on a non-tangent curve concave Southerly having a radius of 399.38 feet, and a central angle of 09°53'41"; from a tangent bearing of N 79°13'56" E run Easterly along the arc of said curve, 68.97 feet, to a point of reverse curvature of a curve concave Northerly having a radius of 137.63 feet, and a central angle of 14°21'49"; run Easterly along the arc of said curve, 34.50 feet, to a point of compound curvature of a curve concave Northwesterly having a radius of 12.00 feet, and a central angle of 59°19'44"; thence departing said boundary run Northeasterly along the arc of said curve, 12.43 feet, to a point of compound curvature of a curve concave Westerly having a radius of 198.98 feet, and a central angle of 31°17'45"; thence run Northerly along the arc of said curve, 108.69 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 198.98 feet, and a central angle of 26°22'08"; thence run Northwesterly along the arc of said curve, 91.58 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 1320.68 feet, and a central angle of 07°00'05"; thence run Northwesterly along the arc of said curve, 161.38 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 697.12 feet, and a central angle of 16°08'13"; thence run Northwesterly along the arc of said curve, 196.34 feet, to a point of compound curvature of a curve concave Southerly having a radius of 932.64 feet, and a central angle of 24°34'23"; thence run Westerly along the arc of said curve, 399.99 feet, to a point of compound curvature of a curve concave Southerly having a radius of 676.49 feet, and a central angle of 10°02'40"; thence run Westerly along the arc of said curve, 118.59 feet to the Point of Beginning, containing 4.935 Acres, more or less.

EXHIBIT "G"

LEGAL DESCRIPTION OF THE GOLF PARCEL

[See Next 13 Pages]



8151

Exhibit "G" - 2

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 00°33'48" E	301.99
L2	S 16°05'14" W	31.73
L3	S 30°20'55" W	72.69
L4	S 26°32'38" E	36.77
L5	S 71°33'54" E	34.28
L6	S 48°00'46" E	31.84
L7	S 10°47'03" E	46.07
L8	S 14°55'53" W	32.62
L9	S 29°21'28" W	32.28
L10	S 14°55'53" W	25.99
L11	S 19°26'24" W	35.31
L12	S 42°08'15" W	55.51
L13	S 62°31'32" W	53.72
L14	S 73°44'23" W	44.53
L15	S 66°48'05" W	21.56
L16	S 34°41'43" W	21.12
L17	S 32°18'07" E	48.23
L18	S 01°32'39" E	69.34
L19	S 08°20'07" E	47.53
L20	S 10°51'22" E	91.24
L21	S 06°49'36" E	158.12
L22	S 45°57'06" W	33.23
L23	S 39°41'39" W	52.97
L24	S 21°47'11" E	31.17
L25	S 17°20'15" E	26.93
L26	S 15°56'14" E	22.56
L27	S 01°26'27" W	22.53
L28	S 06°57'00" W	23.75
L29	S 44°50'36" W	198.07
L30	S 45°05'06" E	279.46
L31	N 44°47'41" E	145.43
L32	S 74°49'42" E	43.41
L33	S 00°06'31" E	54.31
L34	N 72°04'54" E	26.78
L35	N 55°05'55" E	58.77
L39	S 37°56'18" E	17.87
L40	S 37°57'09" E	16.70
L41	N 51°58'30" E	145.54
L42	N 38°34'51" W	13.88
L43	N 48°40'54" E	30.14
L44	N 08°29'54" E	48.36
L45	N 67°41'07" E	62.92
L46	S 42°49'15" E	158.01
L47	N 36°13'21" E	48.89
L48	N 22°45'12" E	91.63
L49	N 52°12'17" E	66.88
L50	N 62°45'08" E	57.61
L51	S 56°50'08" E	9.40
L52	N 89°14'54" E	8.57

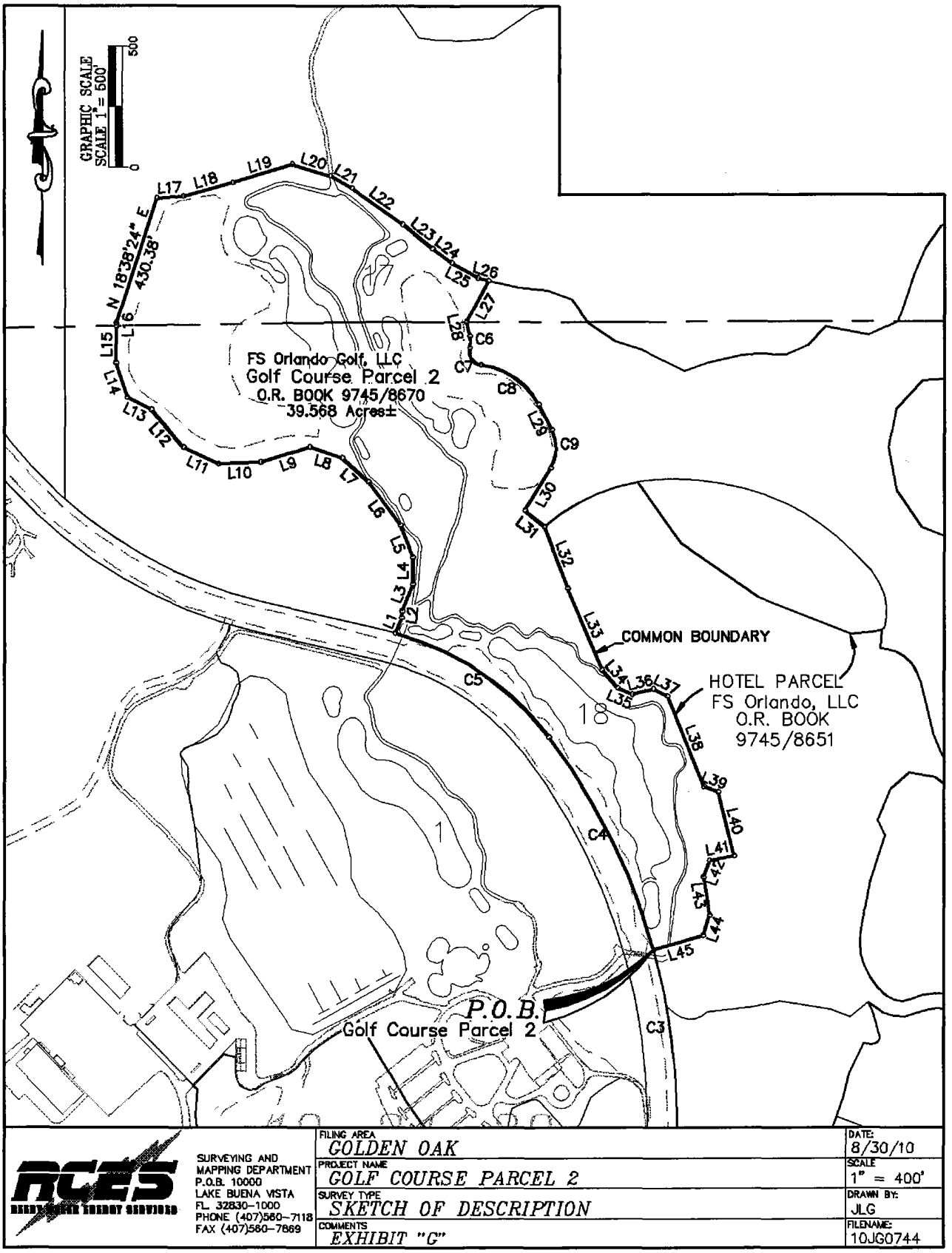
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	898.00	04°56'07"	77.35	N 12°17'03" W
C2	898.00	23°46'56"	372.74	N 17°13'10" W
C3	1605.50	40°15'00"	1127.86	N 41°00'06" W
C4	1972.25	36°55'00"	1270.75	N 00°45'06" W
C5	855.13	39°30'10"	589.57	N 37°40'06" W
C6	1631.34	03°15'12"	92.63	N 77°10'16" W
C7	98.88	31°20'12"	54.08	S 06°49'36" E
C8	116.01	21°26'29"	43.41	S 24°30'37" W
C9	78.28	58°27'24"	79.87	S 40°13'00" W
C10	52.89	104°26'29"	96.41	S 00°06'31" E
C11	158.03	21°54'44"	60.44	N 50°10'10" E
C12	159.35	36°15'00"	100.82	N 72°04'54" E
C13	160.82	19°16'01"	54.08	N 35°49'54" E
C14	762.70	08°52'54"	118.23	N 55°05'55" E
C18	1080.42	20°21'16"	383.82	S 27°45'37" E
C19	3.95	74°25'34"	5.13	N 38°34'51" W
C20	19.64	36°52'37"	12.64	N 35°50'44" E
C21	7.86	78°20'37"	10.75	N 72°43'20" E
C22	24.99	35°00'02"	15.27	N 26°30'09" W
C23	24.99	57°42'22"	25.17	N 09°58'45" E
C24	25.00	57°54'58"	25.27	N 69°59'31" E
C25	95.08	24°56'49"	41.40	S 81°46'57" E
C26	51.81	24°30'18"	22.16	S 56°50'08" E
C27	67.28	19°18'45"	22.68	S 32°19'50" E
C28	343.56	10°10'20"	61.00	S 13°01'05" E

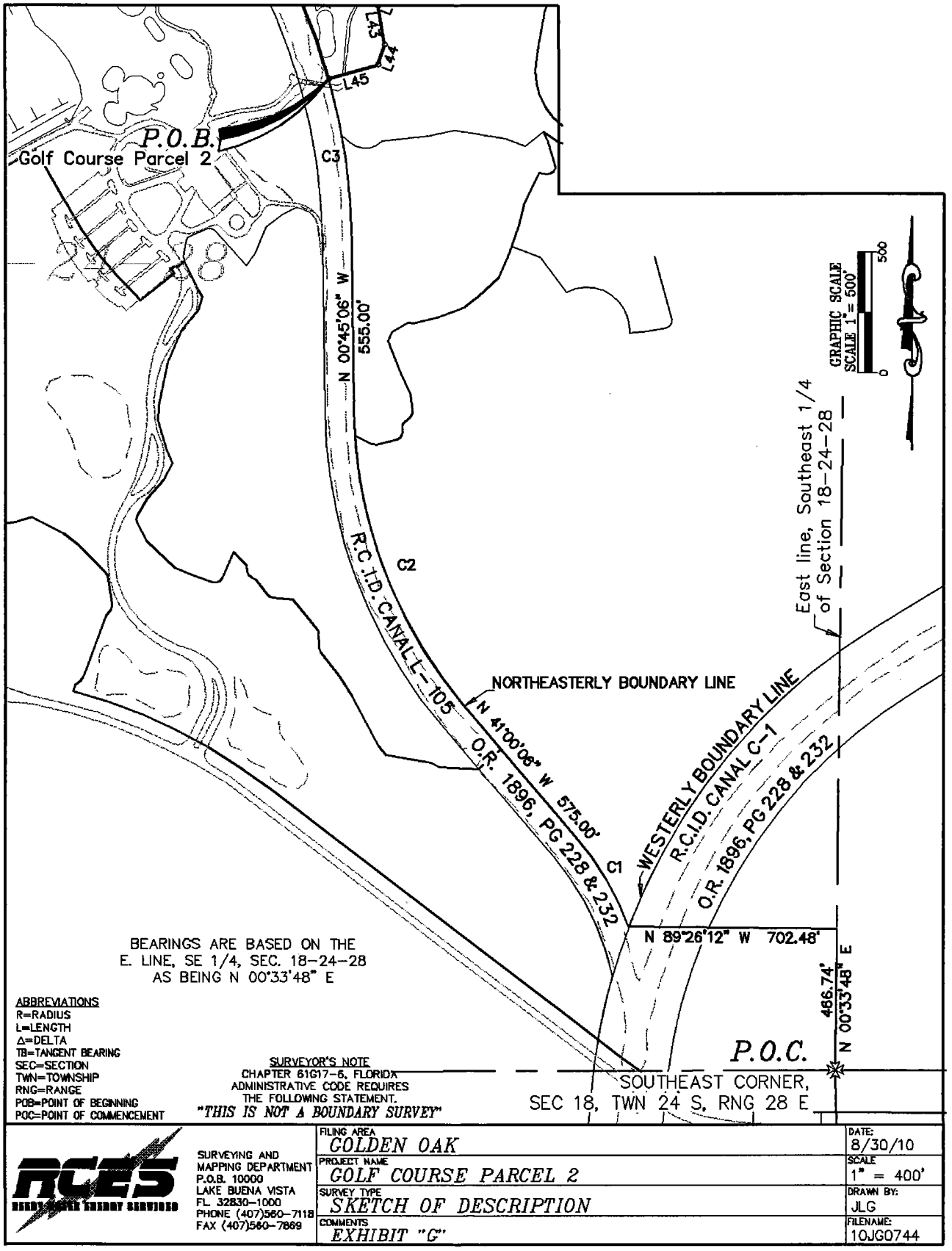
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: GOLF COURSE PARCEL 1	SCALE:
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "G"	FILENAME: 10JG0743

8152


GRAPHIC SCALE
SCALE 1" = 500'
0
500
FS Orlando Golf, LLC
Golf Course Parcel 2
O.R. BOOK 9745/8670
39.568 Acres±
N 18°38'24" E
430.38'
COMMON BOUNDARY
HOTEL PARCEL
FS Orlando, LLC
O.R. BOOK
9745/8651
P.O.B.
Golf Course Parcel 2
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA
GOLDEN OAK
PROJECT NAME
GOLF COURSE PARCEL 2
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS
EXHIBIT "G"
DATE:
8/30/10
SCALE
1" = 400'
DRAWN BY:
JLG
FILENAME:
10JG0744

8153


P.O.B.
Golf Course Parcel 2
L43
L44
L45
C3
N 00°45'06" W
555.00'
C2
R.C.I.D. CANAL L-105
O.R. 1896, PG 228 & 232
N 41°00'06" W 575.00'
C1
NORTHEASTERLY BOUNDARY LINE
WESTERLY BOUNDARY LINE
R.C.I.D. CANAL C-1
O.R. 1896, PG 228 & 232
East line, Southeast 1/4
of Section 18-24-28
GRAPHIC SCALE
SCALE 1" = 500'
500
0
N 89°26'12" W 702.48'
466.74'
N 00°33'48" E
P.O.C.
SOUTHEAST CORNER,
SEC 18, TWN 24 S, RNG 28 E
BEARINGS ARE BASED ON THE
E. LINE, SE 1/4, SEC. 18-24-28
AS BEING N 00°33'48" E
ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
RCES
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA
GOLDEN OAK
PROJECT NAME
GOLF COURSE PARCEL 2
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS
EXHIBIT "G"
DATE:
8/30/10
SCALE
1" = 400'
DRAWN BY:
JLG
FILENAME:
10JG0744

8154

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 22°51'08" E	55.18
L2	N 05°32'31" E	22.28
L3	N 21°28'58" E	96.27
L4	N 00°16'39" E	88.47
L5	N 22°11'25" W	112.93
L6	N 36°42'24" W	178.43
L7	N 48°18'14" W	117.51
L8	N 71°25'45" W	114.48
L9	S 72°48'58" W	173.24
L10	S 88°05'54" W	142.94
L11	N 64°52'40" W	129.23
L12	N 41°37'30" W	163.95
L13	N 63°21'16" W	92.62
L14	N 17°52'43" W	119.71
L15	N 00°35'27" E	121.73
L16	N 00°35'27" E	10.07
L17	N 85°15'31" E	89.44
L18	N 75°01'04" E	170.99
L19	N 73°26'06" E	209.71
L20	S 73°39'09" E	132.44
L21	S 61°13'36" E	82.72
L22	S 55°23'05" E	207.94
L23	S 51°29'36" E	126.57
L24	S 53°57'24" E	79.97
L25	S 60°14'22" E	101.75
L26	S 75°17'28" E	36.21
L27	S 28°55'14" W	152.44
L28	S 13°45'44" E	47.73
L29	S 28°03'11" E	95.35
L30	S 31°37'50" W	165.37
L31	S 51°01'41" E	83.54
L32	S 21°15'55" E	217.18
L33	S 23°26'00" E	293.95
L34	S 41°08'48" E	78.91
L35	S 66°12'41" E	53.56
L36	N 75°39'17" E	73.52
L37	S 63°16'05" E	53.14
L38	S 22°26'05" E	321.86
L39	S 70°09'28" E	51.71
L40	S 14°21'25" E	215.70
L41	S 78°57'05" W	84.23
L42	S 20°51'49" W	58.64
L43	S 09°55'39" E	128.70
L44	S 18°45'52" W	70.28
L45	S 74°12'14" W	173.36

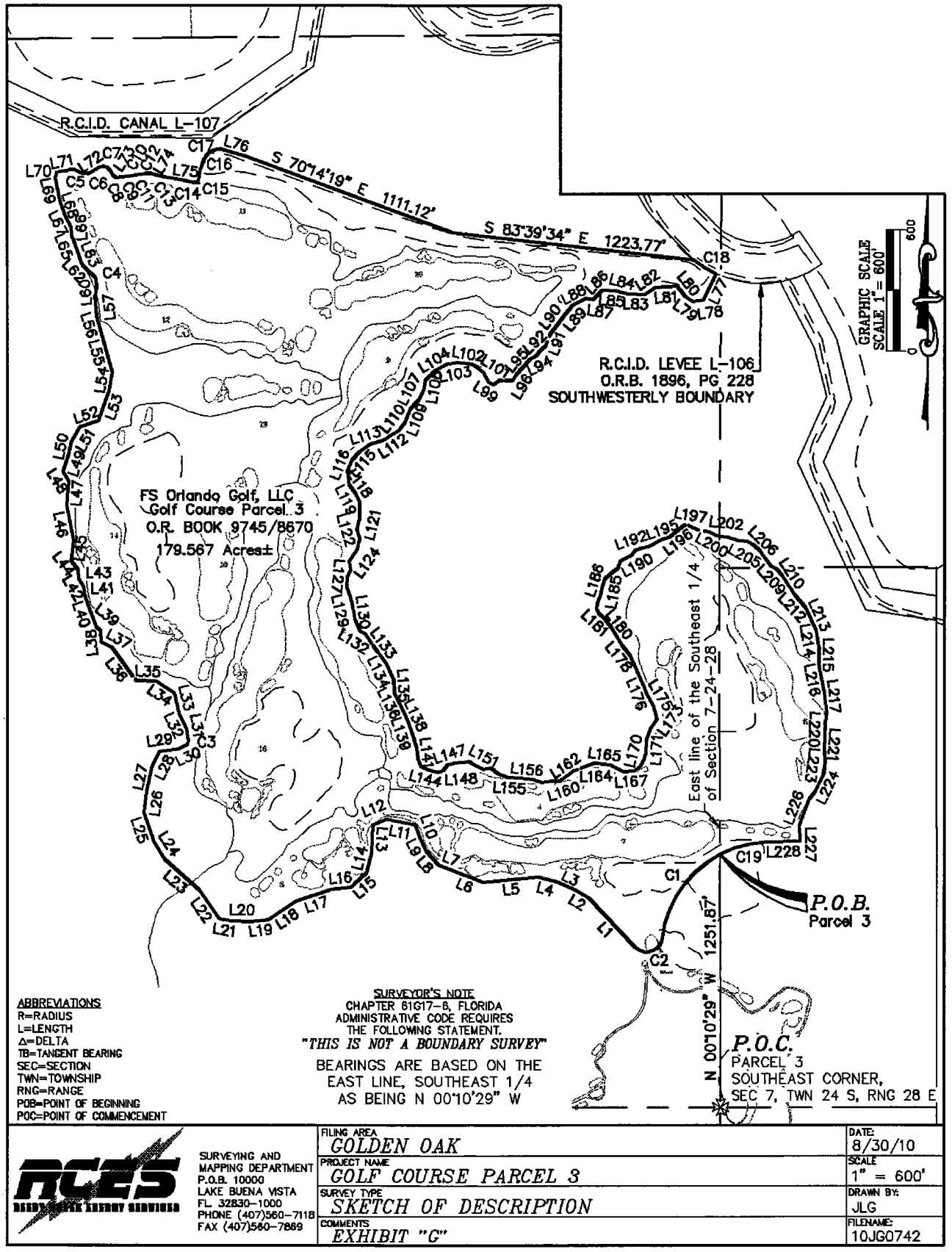
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	998.00	20°08'54"	350.95	N 20°51'12" W
C2	1505.50	40°15'00"	1057.61	N 41°00'06" W
C3	2072.25	15°02'46"	544.18	N 00°45'06" W
C4	2072.25	21°52'14"	791.00	N 15°47'52" W
C5	955.13	37°40'45"	628.12	N 37°40'06" W
C6	75.00	30°06'13"	39.41	S 13°45'44" E
C7	45.00	99°54'55"	78.47	S 16°20'29" W
C8	250.00	55°31'16"	242.26	S 83°34'26" E
C9	125.00	59°41'01"	130.21	S 28°03'11" E

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: GOLF COURSE PARCEL 2	SCALE:
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "G"	FILENAME: 10JG0744

8155


R.C.I.D. CANAL L-107
S 70°14'19" E 1111.12'
S 83°39'34" E 1223.77'
R.C.I.D. LEVEE L-106
O.R.B. 1896, PG 228
SOUTHWESTERLY BOUNDARY
GRAPHIC SCALE
SCALE 1" = 600'
FS Orlando Golf, LLC
Golf Course Parcel 3
O.R. BOOK 9745/8670
179.567 Acres±
East line of the Southeast 1/4 of Section 7-24-28
P.O.B.
Parcel 3
N 00°10'29" W 1251.87'
P.O.C.
PARCEL 3
SOUTHEAST CORNER,
SEC 7, TWN 24 S, RNG 28 E
ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE EAST LINE, SOUTHEAST 1/4 AS BEING N 00°10'29" W
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA: GOLDEN OAK
PROJECT NAME: GOLF COURSE PARCEL 3
SURVEY TYPE: SKETCH OF DESCRIPTION
COMMENTS: EXHIBIT "G"
DATE: 8/30/10
SCALE: 1" = 600'
DRAWN BY: JLG
FILENAME: 10JG0742

8156

TANGENT TABLE

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L1	N 43°43'14" W	336.30	L56	N 18°13'00" W	57.90	L111	S 60°47'05" W	44.77
L2	N 61°11'12" W	80.83	L57	N 05°33'20" W	100.31	L112	S 56°31'38" W	46.85
L3	N 66°41'53" W	97.00	L58	N 38°36'46" E	8.73	L113	S 73°54'31" W	73.89
L4	N 75°08'14" W	101.81	L59	N 11°08'04" E	35.97	L114	S 52°35'31" W	66.41
L5	S 84°54'15" W	280.88	L60	N 05°28'22" W	44.66	L115	S 43°47'57" W	55.91
L6	N 68°49'10" W	156.59	L61	N 49°41'02" W	55.31	L116	S 21°33'12" W	58.00
L7	N 69°40'53" W	82.47	L62	N 44°17'18" W	32.93	L117	S 07°08'10" E	67.64
L8	N 42°35'52" W	91.24	L63	N 24°12'47" W	23.39	L118	S 36°39'20" E	53.47
L9	N 24°40'40" W	85.40	L64	N 14°33'57" W	32.44	L119	S 26°00'05" E	44.22
L10	N 18°31'51" W	55.33	L65	N 20°54'13" W	102.82	L120	S 01°15'49" W	93.25
L11	N 79°26'27" W	148.96	L66	N 04°06'21" W	38.37	L121	S 12°58'01" W	48.00
L12	S 68°47'16" W	72.23	L67	N 26°32'04" W	58.70	L122	S 17°00'32" E	50.13
L13	S 02°56'53" W	141.31	L68	N 18°53'28" W	87.14	L123	S 15°07'16" W	58.00
L14	S 15°12'54" W	101.26	L69	N 12°50'04" W	107.50	L124	S 35°37'44" W	63.96
L15	S 48°16'19" W	108.11	L70	N 13°20'10" E	28.75	L125	S 06°28'29" E	45.45
L16	S 85°27'39" W	95.21	L71	N 77°35'37" E	69.11	L126	S 21°46'47" W	38.49
L17	S 71°43'03" W	193.61	L72	N 56°20'59" E	40.81	L127	S 05°23'00" W	46.62
L18	S 56°12'02" W	165.05	L73	S 26°57'18" E	26.37	L128	S 18°53'01" E	65.51
L19	S 84°30'57" W	88.49	L74	S 76°46'37" E	67.05	L129	S 14°50'11" E	45.11
L20	N 89°20'42" W	101.48	L75	S 84°17'21" E	19.93	L130	S 07°35'42" E	50.71
L21	N 80°43'53" W	61.48	L76	S 74°48'08" E	125.17	L131	S 25°10'54" E	66.33
L22	N 35°06'37" W	172.82	L77	S 25°11'22" W	145.56	L132	S 57°50'33" E	30.12
L23	N 48°38'49" W	236.42	L78	S 82°54'16" W	53.09	L133	S 36°09'01" E	182.48
L24	N 32°58'24" W	100.00	L79	N 55°59'22" W	47.24	L134	S 25°28'44" E	84.00
L25	N 18°32'09" W	152.74	L80	N 38°55'23" W	64.14	L135	S 02°36'03" E	67.75
L26	N 07°28'56" E	104.71	L81	S 87°13'30" W	111.51	L136	S 28°01'36" E	58.90
L27	N 11°26'30" E	132.39	L82	S 57°10'33" W	63.45	L137	S 24°51'12" E	74.27
L28	N 26°46'00" E	82.37	L83	N 88°15'36" W	88.25	L138	S 26°42'34" E	30.53
L29	N 82°47'39" E	99.39	L84	N 76°45'56" W	62.45	L139	S 18°34'24" E	56.74
L30	N 66°18'44" E	35.72	L85	N 84°44'08" W	65.13	L140	S 17°02'48" E	73.64
L31	N 09°03'33" W	55.17	L86	S 44°28'33" W	66.22	L141	S 06°54'05" E	53.61
L32	N 26°08'40" W	88.00	L87	N 81°10'47" W	36.59	L142	S 21°24'01" E	45.65
L33	N 13°00'18" W	100.80	L88	S 62°58'38" W	77.30	L143	S 69°22'49" E	49.28
L34	N 56°00'40" W	106.90	L89	S 41°36'26" W	59.23	L144	S 76°37'34" E	40.08
L35	N 87°48'27" W	102.80	L90	S 36°47'13" W	126.36	L145	N 71°33'25" E	26.16
L36	N 37°31'27" W	204.70	L91	S 21°46'25" W	57.64	L146	N 36°19'27" E	35.68
L37	N 62°24'03" W	59.88	L92	S 48°10'03" W	29.22	L147	N 72°41'40" E	36.57
L38	N 04°17'10" W	56.77	L93	S 41°01'06" W	42.37	L148	N 86°54'07" E	37.95
L39	N 51°18'46" W	29.70	L94	S 63°06'33" W	31.80	L149	N 82°54'50" E	39.26
L40	N 20°03'05" W	159.49	L95	S 42°34'54" W	104.00	L150	S 53°38'11" E	16.84
L41	N 08°25'04" W	43.96	L96	S 32°27'37" W	35.47	L151	S 63°11'53" E	64.22
L42	N 32°20'44" W	49.02	L97	S 89°50'26" W	71.89	L152	N 79°45'15" E	39.45
L43	N 04°36'32" W	44.21	L98	S 51°26'43" W	32.99	L153	S 50°27'15" E	45.65
L44	N 37°08'54" W	56.20	L99	N 57°19'03" W	24.70	L154	S 68°36'19" E	54.70
L45	N 05°59'21" E	102.29	L100	N 28°21'56" W	59.38	L155	S 86°43'47" E	58.56
L46	N 10°39'10" W	174.55	L101	N 57°30'09" W	65.01	L156	S 84°38'46" E	64.39
L47	N 03°20'01" E	125.51	L102	N 80°38'05" W	75.62	L157	S 72°31'10" E	47.35
L48	N 31°46'43" W	53.35	L103	S 80°06'06" W	58.35	L158	N 82°09'19" E	47.72
L49	N 19°45'26" E	91.12	L104	S 58°22'10" W	64.50	L159	S 88°16'02" E	37.20
L50	N 11°04'05" E	61.18	L105	S 46°59'25" W	65.89	L160	N 72°21'55" E	16.58
L51	N 31°10'52" E	86.74	L106	S 10°25'32" W	51.54	L161	N 52°59'32" E	38.11
L52	N 71°34'36" E	98.02	L107	S 27°14'02" W	54.16	L162	N 55°39'05" E	42.70
L53	N 19°40'55" E	162.04	L108	S 43°22'20" W	61.29	L163	N 68°55'09" E	102.86
L54	N 09°43'37" E	88.61	L109	S 20°47'42" W	74.20	L164	N 88°45'38" E	24.38
L55	N 15°43'36" W	228.39	L110	S 37°51'08" W	46.30	L165	S 83°40'31" E	58.86

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: GOLF COURSE PARCEL 3	SCALE:
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "G"	FILENAME: 10JG0742

8157

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	545.08	55°14'39"	525.56	S 62°47'35" W
C2	80.00	128°43'49"	179.74	S 07°32'57" W
C3	25.00	75°22'17"	32.89	N 66°18'44" E
C4	15.00	44°12'40"	11.57	N 05°28'22" W
C5	53.45	48°51'07"	45.58	N 77°35'37" E
C6	60.50	70°05'45"	74.02	S 53°33'15" E
C7	40.04	96°41'43"	67.57	N 56°20'59" E
C8	19.00	55°28'32"	18.40	S 26°57'18" E
C9	87.73	19°11'47"	29.39	S 82°25'50" E
C10	176.00	11°02'43"	33.93	N 78°22'23" E
C11	216.13	16°28'08"	62.12	N 89°25'06" E
C12	108.50	30°16'25"	57.33	N 72°56'57" E
C13	188.64	12°59'27"	42.77	S 76°46'37" E
C14	105.50	18°09'28"	33.43	S 89°46'04" E
C15	353.50	12°40'59"	78.25	S 71°36'37" E
C16	260.18	30°53'25"	140.27	N 01°58'55" E
C17	75.00	72°19'33"	94.67	N 32°52'20" E
C18	540.00	13°37'52"	128.47	S 51°10'46" E
C19	545.08	26°00'28"	247.42	S 88°48'04" W

TANGENT TABLE

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L166	S 63°46'27" E	80.59	L198	S 65°50'38" E	62.56
L167	N 86°44'10" E	51.66	L199	S 83°51'02" E	42.40
L168	N 57°12'03" E	38.10	L200	S 61°34'41" E	40.63
L169	N 25°40'25" E	41.39	L201	S 83°46'14" E	15.40
L170	N 14°05'36" E	31.36	L202	S 83°46'14" E	38.85
L171	N 03°27'38" E	66.98	L203	S 72°02'54" E	63.13
L172	N 20°17'08" E	56.36	L204	S 86°14'33" E	43.75
L173	N 35°49'17" E	60.64	L205	S 62°25'12" E	36.04
L174	N 15°28'34" W	68.56	L206	S 46°05'29" E	42.35
L175	N 31°02'52" W	63.03	L207	S 35°47'00" E	92.28
L176	N 21°01'25" W	43.71	L208	S 60°25'27" E	35.30
L177	N 24°34'41" W	166.52	L209	S 43°47'06" E	37.65
L178	N 39°11'29" W	65.04	L210	S 34°34'49" E	51.00
L179	N 31°57'23" W	103.58	L211	S 32°05'31" E	67.22
L180	N 38°54'18" W	60.72	L212	S 43°19'40" E	85.70
L181	N 46°55'51" W	38.90	L213	S 24°42'38" E	126.34
L182	N 25°23'55" W	22.91	L214	S 09°49'27" E	77.10
L183	N 09°08'34" E	27.30	L215	S 00°09'29" W	88.07
L184	N 24°25'33" E	41.51	L216	S 11°55'11" E	141.55
L185	N 10°29'31" E	42.45	L217	S 05°40'33" E	52.31
L186	N 17°16'35" E	42.04	L218	S 08°05'00" E	52.27
L187	N 47°03'10" E	33.47	L219	S 09°23'47" W	45.47
L188	N 54°29'07" E	51.99	L220	S 01°43'45" W	82.04
L189	N 22°42'23" E	36.37	L221	S 04°32'31" W	45.39
L190	N 62°12'01" E	63.10	L222	S 06°36'30" E	63.05
L191	N 36°04'50" E	32.05	L223	S 07°29'02" W	59.82
L192	N 72°04'59" E	38.52	L224	S 25°41'18" W	113.27
L193	N 82°50'08" E	27.53	L225	S 44°22'10" W	39.46
L194	N 62°22'17" E	77.40	L226	S 19°42'13" W	141.34
L195	N 70°42'43" E	42.49	L227	S 00°41'35" E	78.20
L196	N 52°10'15" E	95.98	L228	S 88°48'04" W	167.85
L197	S 81°22'23" E	26.28			

ACES
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FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK
PROJECT NAME: GOLF COURSE PARCEL 3
SURVEY TYPE: SKETCH OF DESCRIPTION
COMMENTS: EXHIBIT "G"
DATE: 8/30/10
SCALE:
DRAWN BY: JLG
FILENAME: 10JG0742

8158

DESCRIPTION

GOLF COURSE PARCEL 1

A parcel of land described in a deed in favor of FS Orlando Golf, LLC recorded in Official Records Book 9745, Page 8670 and lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Southeast 1/4 of said Section 18 N 00°33'48" E, 301.99 feet; thence N 89°26'12" W, 756.05 feet to the intersection of Westerly boundary of Reedy Creek Improvement District Canal C-1 and the Southwesterly boundary of Reedy Creek Improvement District Canal L-105 as recorded in Official Records Book 1896, pages 228 and 232 of the Public Records of this County, said point being a point on a non-tangent curve concave Westerly having a radius of 898.00 feet, and a central angle of 04°56'07"; thence from a tangent bearing of N 12°17'03" W run Northerly along the arc of said curve and the Southwesterly boundary of L-105, 77.35 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 898.00 feet, and a central angle of 23°46'56"; thence run Northwesterly along the arc of said curve and Southwesterly boundary of L-105, 372.74 feet; thence continue along said Southwesterly boundary the following eight courses; N 41°00'06" W, 575.00 feet to a point of curvature of a curve concave Easterly having a radius of 1605.50 feet, and a central angle of 40°15'00"; run Northerly along the arc of said curve, 1127.86 feet; N 00°45'06" W, 555.00 feet to the Point of Beginning to a point on a non-tangent curve concave Westerly having a radius of 1972.25 feet, and a central angle of 36°55'00"; from a tangent bearing of N 00°45'06" W run Northerly along the arc of said curve, 1270.75 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 855.13 feet, and a central angle of 39°30'10"; run Northwesterly along the arc of said curve, 589.57 feet; N 77°10'16" W, 428.15 feet to a point of curvature of a curve concave Northerly having a radius of 1631.34 feet, and a central angle of 03°15'12"; run Westerly along the arc of said curve, 92.63 feet; thence departing said Canal run, S 16°05'14" W, 31.73 feet; thence S 30°20'55" W, 72.69 feet; thence S 26°32'38" E, 36.77 feet; thence S 71°33'54" E, 34.28 feet; thence S 48°00'46" E, 31.84 feet; thence S 10°47'03" E, 46.07 feet; thence S 14°55'53" W, 32.62 feet; thence S 29°21'28" W, 32.28 feet; thence S 14°55'53" W, 25.99 feet; thence S 19°26'24" W, 35.31 feet; thence S 42°08'15" W, 55.51 feet; thence S 62°31'32" W, 53.72 feet; thence S 73°44'23" W, 44.53 feet; thence S 66°48'05" W, 21.56 feet; thence S 34°41'43" W, 21.12 feet; thence S 32°18'07" E, 48.23 feet; thence S 01°32'39" E, 69.34 feet; thence S 08°20'07" E, 47.53 feet; thence S 10°51'22" E, 91.24 feet; thence S 06°49'36" E, 158.12 feet to a point of curvature of a curve concave Westerly having a radius of 98.88 feet, and a central angle of 31°20'12"; thence run Southerly along the arc of said curve, 54.08 feet, to a point of compound curvature of a curve concave Northwesterly having a radius of 116.01 feet, and a central angle of 21°26'29"; thence run Southwesterly along the arc of said curve, 43.41 feet; thence S 45°57'06" W, 33.23 feet; thence S 39°41'39" W, 52.97 feet to a point on a non-tangent curve concave Easterly having a radius of 78.28 feet, and a central angle of 58°27'24"; thence from a tangent bearing of S 40°13'00" W run Southerly along the arc of said curve, 79.87 feet; thence S 21°47'11" E, 31.17 feet; thence S 17°20'15" E, 26.93 feet; thence S 15°56'14" E, 22.56 feet; thence S 01°26'27" W, 22.53 feet; thence S 06°57'00" W, 23.75 feet; thence S 44°50'36" W, 198.07 feet; thence S 45°05'06" E, 279.46 feet; thence N 44°47'41" E, 145.43 feet; thence S 74°49'42" E, 43.41 feet; thence S 00°06'31" E, 54.31 feet to a point of curvature of a curve concave Northeasterly having a radius of 52.89 feet, and a central angle of 104°26'29"; thence run Southeasterly along the arc of said curve, 96.41 feet, to a point on a non-tangent curve concave Southeasterly having a radius of 158.03 feet, and a central angle of 21°54'44"; thence from a tangent bearing of N 50°10'10" E run Northeasterly along the arc of said curve, 60.44 feet; thence N 72°04'54" E, 26.78 feet to a point of curvature of a curve concave Northwesterly having a radius of 159.35 feet, and a central angle of 36°15'00"; thence run Northeasterly along the arc of said curve, 100.82 feet, to a point of reverse curvature of a curve concave Southeasterly having a radius of 160.82 feet, and a central angle of 19°16'01"; thence run Northeasterly along the arc of said curve, 54.08 feet; thence N 55°05'55" E, 58.77 feet to a point of curvature of a curve concave Southeasterly having a radius of 762.70 feet, and a central angle of 08°52'54"; thence run Northeasterly along the arc of said curve, 118.23 feet; thence S 30°54'21" E, 193.79 feet; thence S 37°56'18" E, 17.87 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1080.42 feet, and a central angle of 20°21'16"; thence from a tangent bearing of S 27°45'37" E run Southeasterly along the arc of said curve, 383.82 feet; thence S 37°57'09" E, 16.70 feet; thence N 51°58'30" E, 145.54 feet; thence N 38°34'51" W, 13.88 feet to a point of curvature

of a curve concave Easterly having a radius of 3.95 feet, and a central angle of 74°25'34"; thence run Northerly along the arc of said curve, 5.13 feet, to a point of compound curvature of a curve concave Southeasterly having a radius of 19.64 feet, and a central angle of 36°52'37"; thence run Northeasterly along the arc of said curve, 12.64 feet, to a point of compound curvature of a curve concave Southerly having a radius of 7.86 feet, and a central angle of 78°20'37"; thence run Easterly along the arc of said curve, 10.75 feet; thence N 48°40'54" E, 30.14 feet to a point on a non-tangent curve concave Easterly having a radius of 24.99 feet, and a central angle of 35°00'02"; thence from a tangent bearing of N 26°30'09" W run Northerly along the arc of said curve, 15.27 feet; thence N 08°29'54" E, 48.36 feet to a point on a non-tangent curve concave Southeasterly having a radius of 24.99 feet, and a central angle of 57°42'22"; thence from a tangent bearing of N 09°58'45" E run Northeasterly along the arc of said curve, 25.17 feet; thence N 67°41'07" E, 62.92 feet to a point on a non-tangent curve concave Southerly having a radius of 25.00 feet, and a central angle of 57°54'58"; thence from a tangent bearing of N 69°59'31" E run Easterly along the arc of said curve, 25.27 feet; thence S 42°49'15" E, 158.01 feet; thence N 36°13'21" E, 48.89 feet; thence N 22°45'12" E, 91.63 feet; thence N 52°12'17" E, 66.88 feet; thence N 62°45'08" E, 57.61 feet to a point on a non-tangent curve concave Southerly having a radius of 95.08 feet, and a central angle of 24°56'49"; thence from a tangent bearing of S 81°46'57" E run Easterly along the arc of said curve, 41.40 feet; thence S 56°50'08" E, 9.40 feet to a point of curvature of a curve concave Southwesterly having a radius of 51.81 feet, and a central angle of 24°30'18"; thence run Southeasterly along the arc of said curve, 22.16 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 67.28 feet, and a central angle of 19°18'45"; thence run Southeasterly along the arc of said curve, 22.68 feet, to a point of compound curvature of a curve concave Westerly having a radius of 343.56 feet, and a central angle of 10°10'20"; thence run Southerly along the arc of said curve, 61.00 feet; thence N 89°14'54" E, 8.57 feet to the Point of Beginning, containing 43.240 Acres, more or less.

GOLF COURSE PARCEL 2

A parcel of land described in a deed in favor of FS Orlando Golf, LLC recorded in Official Records Book 9745, Page 8670 and lying in Sections 7 and 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Southeast 1/4 of said Section 18, N 00°33'48" E, 466.74 feet; thence N 89°26'12" W, 702.48 feet to the intersection of Westerly boundary of Reedy Creek Improvement District Canal C-1 and the Northeasterly boundary of Reedy Creek Improvement District Canal L-105 as recorded in Official Records Book 1896, pages 228 and 232 of the Public Records of this County, said point being a point on a non-tangent curve concave Southwesterly having a radius of 998.00 feet, and a central angle of 20°08'54"; thence from a tangent bearing of N 20°51'12" W run Northwesterly along the arc of said curve and Northeasterly boundary of said Canal L-105, 350.95 feet, thence continue along said Canal the following six courses N 41°00'06" W, 575.00 feet to a point of curvature of a curve concave Easterly having a radius of 1505.50 feet, and a central angle of 40°15'00"; thence run Northerly along the arc of said curve, 1057.61 feet; thence N 00°45'06" W, 555.00 feet to a point of curvature of a curve concave Westerly having a radius of 2072.25 feet, and a central angle of 15°02'46"; thence run Northerly along the arc of said curve, 544.18 feet to the Point of Beginning: thence continue along the arc of said 791.00 feet, though a central angle of 21°52'14"; to a point of compound curvature of a curve concave Southwesterly having a radius of 955.13 feet, and a central angle of 37°40'45"; thence run Northwesterly along the arc of said curve, 628.12 feet; thence departing said Canal N 22°51'08" E, 55.18 feet; thence N 05°32'31" E, 22.28 feet; thence N 21°28'58" E, 96.27 feet; thence N 00°16'39" E, 88.47 feet; thence N 22°11'25" W, 112.93 feet; thence N 36°42'24" W, 178.43 feet; thence N 48°18'14" W, 117.51 feet; thence N 71°25'45" W, 114.48 feet; thence S 72°48'58" W, 173.24 feet; thence S 88°05'54" W, 142.94 feet; thence N 64°52'40" W, 129.23 feet; thence N 41°37'30" W, 163.95 feet; thence N 63°21'16" W, 92.62 feet; thence N 17°52'43" W, 119.71 feet; thence N 00°35'27" E, 121.73 feet; thence N 00°35'27" E, 10.07 feet; thence N 18°38'24" E, 430.38 feet; thence N 85°15'31" E, 89.44 feet; thence N 75°01'04" E, 170.99 feet; thence N 73°26'06" E, 209.71 feet; thence S 73°39'09" E, 132.44 feet; thence S 61°13'36" E, 82.72 feet; thence S 55°23'05" E, 207.94 feet; thence S 51°29'36" E, 126.57 feet; thence S 53°57'24" E, 79.97 feet; thence S 60°14'22" E, 101.75 feet; thence S 75°17'28" E, 36.21 feet; thence S 28°55'14" W, 152.44 feet; thence S 13°45'44" E, 47.73 feet to a point of curvature of a curve concave Westerly having a radius of 75.00 feet, and a central angle of 30°06'13"; thence run Southerly along the arc

of said curve, 39.41 feet, to a point of reverse curvature of a curve concave Northeasterly having a radius of 45.00 feet, and a central angle of 99°54'55"; thence run Southeasterly along the arc of said curve, 78.47 feet, to a point of reverse curvature of a curve concave Southwesterly having a radius of 250.00 feet, and a central angle of 55°31'16"; thence run Southeasterly along the arc of said curve, 242.26 feet; thence S 28°03'11" E, 95.35 feet to a point of curvature of a curve concave Westerly having a radius of 125.00 feet, and a central angle of 59°41'01"; thence run Southerly along the arc of said curve, 130.21 feet; thence S 31°37'50" W, 165.37 feet; thence S 51°01'41" E, 83.54 feet to a point in common with the **Hotel Parcel** as defined in a deed in favor of FS Orlando, LLC recorded in Official Records Book 9745, Page 8651; thence run along said common boundary the following courses; S 21°15'55" E, 217.18 feet; S 23°26'00" E, 293.95 feet; S 41°08'48" E, 78.91 feet; S 66°12'41" E, 53.56 feet; N 75°39'17" E, 73.52 feet; S 63°16'05" E, 53.14 feet; S 22°26'05" E, 321.86 feet; S 70°09'28" E, 51.71 feet; S 14°21'25" E, 215.70 feet; S 78°57'05" W, 84.23 feet; S 20°51'49" W, 58.64 feet; S 09°55'39" E, 128.70 feet; S 18°45'52" W, 70.28 feet; S 74°12'14" W, 173.36 feet to the Point of Beginning, containing 39.568 Acres, more or less.

GOLF COURSE PARCEL 3

A parcel of land described in a deed in favor of FS Orlando Golf, LLC recorded in Official Records Book 9745, Page 8670 and lying in Sections 7 and 8, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 7, run along the East line of the Southeast 1/4 of said Section 7, N 00°10'29" W, 1251.87 feet to the Point of Beginning; also being a point on a non-tangent curve concave Southeasterly having a radius of 545.08 feet, and a central angle of 55°14'39"; thence from a tangent bearing of S 62°47'35" W run Southwesterly along the arc of said curve, 525.56 feet, to a point of reverse curvature of a curve concave Northerly having a radius of 80.00 feet, and a central angle of 128°43'49"; thence run Westerly along the arc of said curve, 179.74 feet; thence N 43°43'14" W, 336.30 feet; thence N 61°11'12" W, 80.83 feet; thence N 66°41'53" W, 97.00 feet; thence N 75°08'14" W, 101.81 feet; thence S 84°54'15" W, 280.88 feet; thence N 68°49'10" W, 156.59 feet; thence N 69°40'53" W, 82.47 feet; thence N 42°35'52" W, 91.24 feet; thence N 24°40'40" W, 85.40 feet; thence N 18°31'51" W, 55.33 feet; thence N 79°26'27" W, 148.96 feet; thence S 68°47'16" W, 72.23 feet; thence S 02°56'53" W, 141.31 feet; thence S 15°12'54" W, 101.26 feet; thence S 48°16'19" W, 108.11 feet; thence S 85°27'39" W, 95.21 feet; thence S 71°43'03" W, 193.61 feet; thence S 56°12'02" W, 165.05 feet; thence S 84°30'57" W, 88.49 feet; thence N 89°20'42" W, 101.48 feet; thence N 80°43'53" W, 61.48 feet; thence N 35°06'37" W, 172.82 feet; thence N 48°38'49" W, 236.42 feet; thence N 32°58'24" W, 100.00 feet; thence N 18°32'09" W, 152.74 feet; thence N 07°28'56" E, 104.71 feet; thence N 11°26'30" E, 132.39 feet; thence N 26°46'00" E, 82.37 feet; thence N 82°47'39" E, 99.39 feet; thence N 66°18'44" E, 35.72 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 75°22'17"; thence run Northeasterly along the arc of said curve, 32.89 feet; thence N 09°03'33" W, 55.17 feet; thence N 26°08'40" W, 88.00 feet; thence N 13°00'18" W, 100.80 feet; thence N 56°00'40" W, 106.90 feet; thence N 87°48'27" W, 102.80 feet; thence N 37°31'27" W, 204.70 feet; thence N 62°24'03" W, 59.88 feet; thence N 04°17'10" W, 56.77 feet; thence N 51°18'46" W, 29.70 feet; thence N 20°03'05" W, 159.49 feet; thence N 08°25'04" W, 43.96 feet; thence N 32°20'44" W, 49.02 feet; thence N 04°36'32" W, 44.21 feet; thence N 37°08'54" W, 56.20 feet; thence N 05°59'21" E, 102.29 feet; thence N 10°39'10" W, 174.55 feet; thence N 03°20'01" E, 125.51 feet; thence N 31°46'43" W, 53.35 feet; thence N 19°45'26" E, 91.12 feet; thence N 11°04'05" E, 61.18 feet; thence N 31°10'52" E, 86.74 feet; thence N 71°34'36" E, 98.02 feet; thence N 19°40'55" E, 162.04 feet; thence N 09°43'37" E, 88.61 feet; thence N 15°43'36" W, 228.39 feet; thence N 18°13'00" W, 57.90 feet; thence N 05°33'20" W, 100.31 feet; thence N 38°36'46" E, 8.73 feet; thence N 11°08'04" E, 35.97 feet; thence N 05°28'22" W, 44.66 feet to a point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, and a central angle of 44°12'40"; thence run Northwesterly along the arc of said curve, 11.57 feet; thence N 49°41'02" W, 55.31 feet; thence N 44°17'18" W, 32.93 feet; thence N 24°12'47" W, 23.39 feet; thence N 14°33'57" W, 32.44 feet; thence N 20°54'13" W, 102.82 feet; thence N 04°06'21" W, 38.37 feet; thence N 26°32'04" W, 58.70 feet; thence N 18°53'28" W, 87.14 feet; thence N 12°50'04" W, 107.50 feet; thence N 13°20'10" E, 28.75 feet; thence N 77°35'37" E, 69.11 feet to a point of curvature of a curve concave Southerly having a radius of 53.45 feet, and a central angle of 48°51'07"; thence run Easterly along the arc of said curve, 45.58 feet, to a point

of reverse curvature of a curve concave Northerly having a radius of 60.50 feet, and a central angle of 70°05'45"; thence run Easterly along the arc of said curve, 74.02 feet; thence N 56°20'59" E, 40.81 feet to a point of curvature of a curve concave Southerly having a radius of 40.04 feet, and a central angle of 96°41'43"; thence run Easterly along the arc of said curve, 67.57 feet; thence S 26°57'18" E, 26.37 feet to a point of curvature of a curve concave Northeasterly having a radius of 19.00 feet, and a central angle of 55°28'32"; thence run Southeasterly along the arc of said curve, 18.40 feet, to a point of compound curvature of a curve concave Northerly having a radius of 87.73 feet, and a central angle of 19°11'47"; thence run Easterly along the arc of said curve, 29.39 feet, to a point of reverse curvature of a curve concave Southerly having a radius of 176.00 feet, and a central angle of 11°02'43"; thence run Easterly along the arc of said curve, 33.93 feet, to a point of reverse curvature of a curve concave Northerly having a radius of 216.13 feet, and a central angle of 16°28'08"; thence run Easterly along the arc of said curve, 62.12 feet, to a point of reverse curvature of a curve concave Southerly having a radius of 108.50 feet, and a central angle of 30°16'25"; thence run Easterly along the arc of said curve, 57.33 feet; thence S 76°46'37" E, 67.05 feet to a point of curvature of a curve concave Northerly having a radius of 188.64 feet, and a central angle of 12°59'27"; thence run Easterly along the arc of said curve, 42.77 feet, to a point of reverse curvature of a curve concave Southerly having a radius of 105.50 feet, and a central angle of 18°09'28"; thence run Easterly along the arc of said curve, 33.43 feet, to a point of reverse curvature of a curve concave Northerly having a radius of 353.50 feet, and a central angle of 12°40'59"; thence run Easterly along the arc of said curve, 78.25 feet; thence S 84°17'21" E, 19.93 feet to a point on a non-tangent curve concave Easterly having a radius of 260.18 feet, and a central angle of 30°53'25"; thence from a tangent bearing of N 01°58'55" E run Northerly along the arc of said curve, 140.27 feet, to a point of compound curvature of a curve concave Southerly having a radius of 75.00 feet, and a central angle of 72°19'33"; thence run Easterly along the arc of said curve, 94.67 feet; thence S 74°48'08" E, 125.17 feet; thence S 70°14'19" E, 1111.12 feet; thence S 83°39'34" E, 1223.77 feet to a point on the Southwesterly Boundary of Reedy Creek Improvement District Canal L-106 as recorded in Official records book 1896, Page 228 of the Public Records of this County, also being a point on a non-tangent curve concave Northeasterly having a radius of 540.00 feet, and a central angle of 13°37'52"; thence from a tangent bearing of S 51°10'46" E run Southeasterly along the arc of said curve and Canal, 128.47 feet; thence S 25°11'22" W, 145.56 feet; thence S 82°54'16" W, 53.09 feet; thence N 55°59'22" W, 47.24 feet; thence N 38°55'23" W, 64.14 feet; thence S 87°13'30" W, 111.51 feet; thence S 57°10'33" W, 63.45 feet; thence N 88°15'36" W, 88.25 feet; thence N 76°45'56" W, 62.45 feet; thence N 84°44'08" W, 65.13 feet; thence S 44°28'33" W, 66.22 feet; thence N 81°10'47" W, 36.59 feet; thence S 62°58'38" W, 77.30 feet; thence S 41°36'26" W, 59.23 feet; thence S 36°47'13" W, 126.36 feet; thence S 21°46'25" W, 57.64 feet; thence S 48°10'03" W, 29.22 feet; thence S 41°01'06" W, 42.37 feet; thence S 63°06'33" W, 31.80 feet; thence S 42°34'54" W, 104.00 feet; thence S 32°27'37" W, 35.47 feet; thence S 89°50'26" W, 71.89 feet; thence S 51°26'43" W, 32.99 feet; thence N 57°19'03" W, 24.70 feet; thence N 28°21'56" W, 59.38 feet; thence N 57°30'09" W, 65.01 feet; thence N 80°38'05" W, 75.62 feet; thence S 80°06'06" W, 58.35 feet; thence S 58°22'10" W, 64.50 feet; thence S 46°59'25" W, 65.89 feet; thence S 10°25'32" W, 51.54 feet; thence S 27°14'02" W, 54.16 feet; thence S 43°22'20" W, 61.29 feet; thence S 20°47'42" W, 74.20 feet; thence S 37°51'08" W, 46.30 feet; thence S 60°47'05" W, 44.77 feet; thence S 56°31'38" W, 46.85 feet; thence S 73°54'31" W, 73.89 feet; thence S 52°35'31" W, 66.41 feet; thence S 43°47'57" W, 55.91 feet; thence S 21°33'12" W, 58.00 feet; thence S 07°08'10" E, 67.64 feet; thence S 36°39'20" E, 53.47 feet; thence S 26°00'05" E, 44.22 feet; thence S 01°15'49" W, 93.25 feet; thence S 12°58'01" W, 48.00 feet; thence S 17°00'32" E, 50.13 feet; thence S 15°07'16" W, 58.00 feet; thence S 35°37'44" W, 63.96 feet; thence S 06°28'29" E, 45.45 feet; thence S 21°46'47" W, 38.49 feet; thence S 05°23'00" W, 46.62 feet; thence S 18°53'01" E, 65.51 feet; thence S 14°50'11" E, 45.11 feet; thence S 07°35'42" E, 50.71 feet; thence S 25°10'54" E, 66.33 feet; thence S 57°50'33" E, 30.12 feet; thence S 36°09'01" E, 182.48 feet; thence S 25°28'44" E, 84.00 feet; thence S 02°36'03" E, 67.75 feet; thence S 28°01'36" E, 58.90 feet; thence S 24°51'12" E, 74.27 feet; thence S 26°42'34" E, 30.53 feet; thence S 18°34'24" E, 56.74 feet; thence S 17°02'48" E, 73.64 feet; thence S 06°54'05" E, 53.61 feet; thence S 21°24'01" E, 45.65 feet; thence S 69°22'49" E, 49.28 feet; thence S 76°37'34" E, 40.08 feet; thence N 71°33'25" E, 26.16 feet; thence N 36°19'27" E, 35.68 feet; thence N 72°41'40" E, 36.57 feet; thence N 86°54'07" E, 37.95 feet; thence N 82°54'50" E, 39.26 feet; thence S 53°38'11" E, 16.84 feet; thence S 63°11'53" E, 64.22 feet; thence N 79°45'15" E, 39.45 feet; thence S 50°27'15" E, 45.65 feet; thence S 68°36'19" E, 54.70 feet; thence S 86°43'47" E, 58.56 feet; thence S 84°38'46" E, 64.39 feet; thence S 72°31'10" E, 47.35 feet; thence N 82°09'19" E, 47.72 feet; thence S 88°16'02" E, 37.20 feet; thence N 72°21'55" E, 16.58 feet; thence N 52°59'32" E, 38.11 feet; thence N 55°39'05" E, 42.70 feet; thence N 68°55'09" E, 102.86 feet; thence N 88°45'38" E, 24.38 feet; thence S 83°40'31" E,

58.86 feet; thence S 63°46'27" E, 80.59 feet; thence N 86°44'10" E, 51.66 feet; thence N 57°12'03" E, 38.10 feet; thence N 25°40'25" E, 41.39 feet; thence N 14°05'36" E, 31.36 feet; thence N 03°27'38" E, 66.98 feet; thence N 20°17'08" E, 56.36 feet; thence N 35°49'17" E, 60.64 feet; thence N 15°28'34" W, 68.56 feet; thence N 31°02'52" W, 63.03 feet; thence N 21°01'25" W, 43.71 feet; thence N 24°34'41" W, 166.52 feet; thence N 39°11'29" W, 65.04 feet; thence N 31°57'23" W, 103.58 feet; thence N 38°54'18" W, 60.72 feet; thence N 46°55'51" W, 38.90 feet; thence N 25°23'55" W, 22.91 feet; thence N 09°08'34" E, 27.30 feet; thence N 24°25'33" E, 41.51 feet; thence N 10°29'31" E, 42.45 feet; thence N 17°16'35" E, 42.04 feet; thence N 47°03'10" E, 33.47 feet; thence N 54°29'07" E, 51.99 feet; thence N 22°42'23" E, 36.37 feet; thence N 62°12'01" E, 63.10 feet; thence N 36°04'50" E, 32.05 feet; thence N 72°04'59" E, 38.52 feet; thence N 82°50'08" E, 27.53 feet; thence N 62°22'17" E, 77.40 feet; thence N 70°42'43" E, 42.49 feet; thence N 52°10'15" E, 95.98 feet; thence S 81°22'23" E, 26.28 feet; thence S 65°50'38" E, 62.56 feet; thence S 83°51'02" E, 42.40 feet; thence S 61°34'41" E, 40.63 feet; thence S 83°46'14" E, 15.40 feet to a point on the East line of the Northeast 1/4 of Section 7; thence entering Section 8 continue S 83°46'14" E, 38.85 feet; thence S 72°02'54" E, 63.13 feet; thence S 86°14'33" E, 43.75 feet; thence S 62°25'12" E, 36.04 feet; thence S 46°05'29" E, 42.35 feet; thence S 35°47'00" E, 92.28 feet; thence S 60°25'27" E, 35.30 feet; thence S 43°47'06" E, 37.65 feet; thence S 34°34'49" E, 51.00 feet; thence S 32°05'31" E, 67.22 feet; thence S 43°19'40" E, 85.70 feet; thence S 24°42'38" E, 126.34 feet; thence S 09°49'27" E, 77.10 feet; thence S 00°09'29" W, 88.07 feet; thence S 11°55'11" E, 141.55 feet; thence S 05°40'33" E, 52.31 feet; thence S 08°05'00" E, 52.27 feet; thence S 09°23'47" W, 45.47 feet; thence S 01°43'45" W, 82.04 feet; thence S 04°32'31" W, 45.39 feet; thence S 06°36'30" E, 63.05 feet; thence S 07°29'02" W, 59.82 feet; thence S 25°41'18" W, 113.27 feet; thence S 44°22'10" W, 39.46 feet; thence S 19°42'13" W, 141.34 feet; thence S 00°41'35" E, 78.20 feet; thence S 88°48'04" W, 167.85 feet to a point of curvature of a curve concave Southerly having a radius of 545.08 feet, and a central angle of 26°00'28"; thence run Westerly along the arc of said curve, 247.42 feet to the Point of Beginning, containing 179.567 Acres, more or less.

EXHIBIT "H"

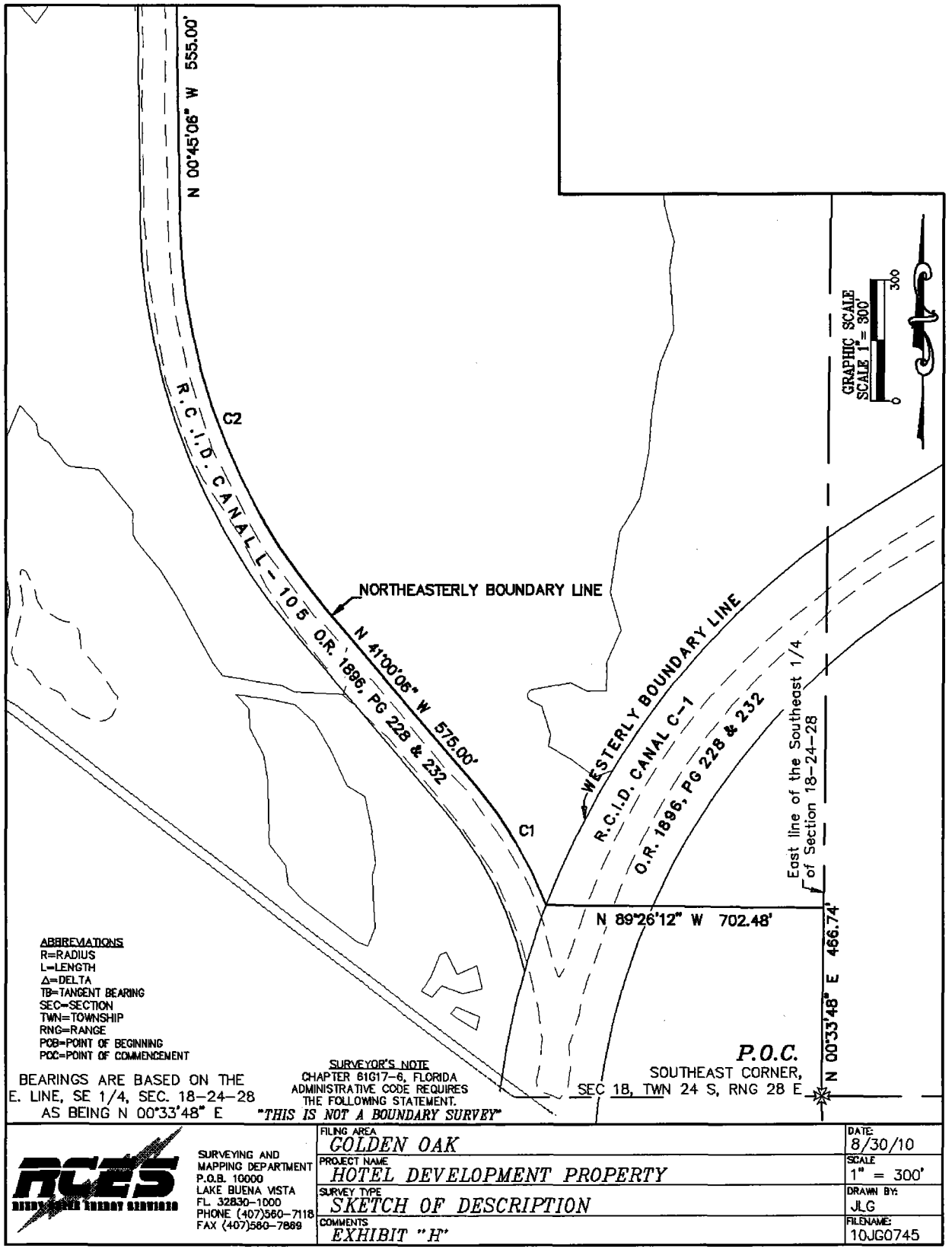
LEGAL DESCRIPTION OF THE HOTEL PARCEL

Legal Description of the Hotel Development Property:

[See Next Pages 1 through 5]

Legal Description of the Hotel Parking Property:

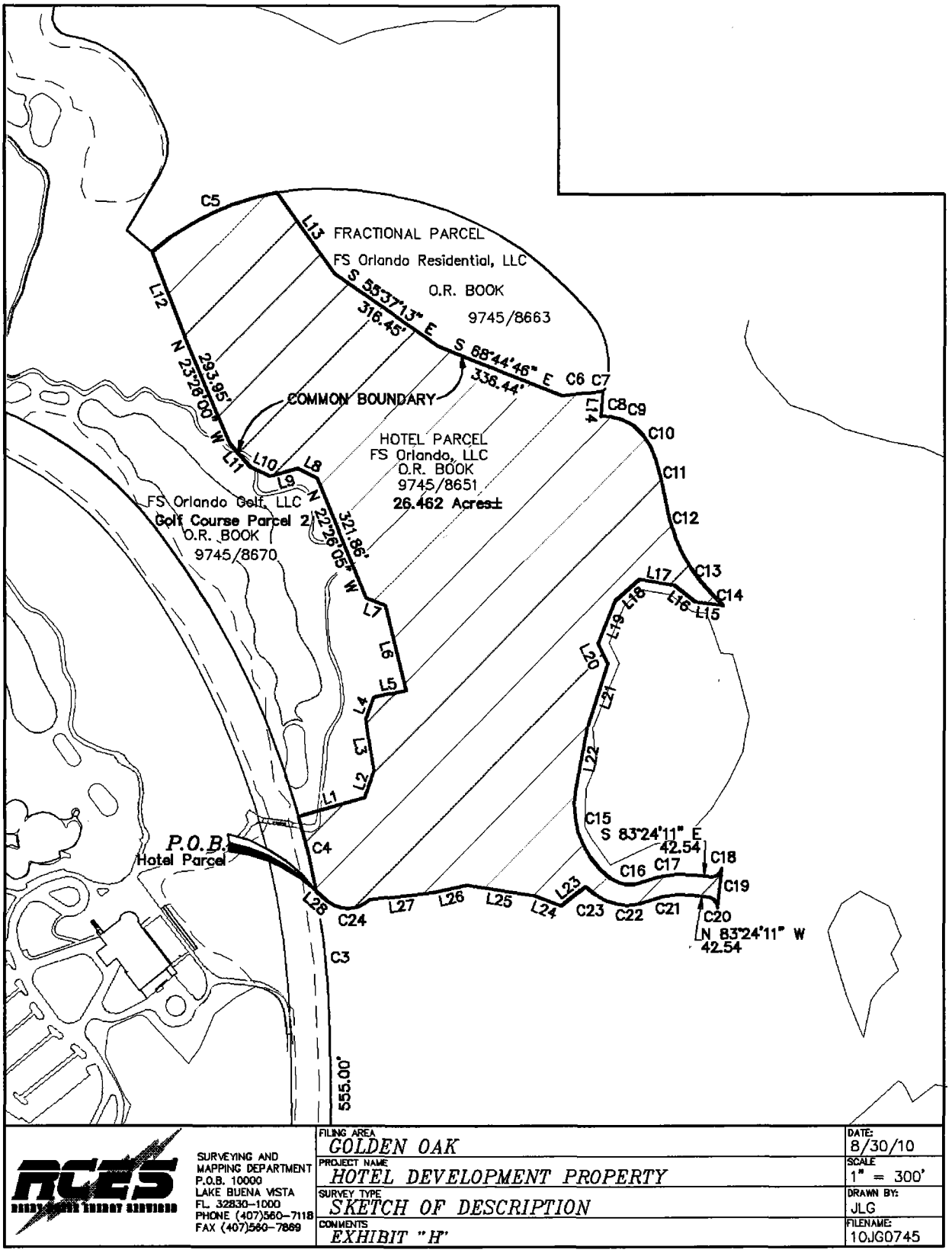
[See Next Pages 6 and 7]



8397

Exhibit "H"
Page 1 of 7

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9/2/10


C5
L13
FRACTIONAL PARCEL
FS Orlando Residential, LLC
O.R. BOOK
9745/8663
L12
N 23°26'00" W
293.95'
S 55°37'13" E
316.45'
S 68°44'46" E
336.44'
C6 C7
C8 C9
C10
C11
C12
C13
C14
L17
L16 L15
L18
L19
L20
L21
L22
COMMON BOUNDARY
HOTEL PARCEL
FS Orlando, LLC
O.R. BOOK
9745/8651
26.462 Acres±
L11
L10
L9
L8
N 2°26'05" W
321.86'
FS Orlando Golf, LLC
Golf Course Parcel 2
O.R. BOOK
9745/8670
L7
L6
L5
L4
L3
L2
L1
P.O.B.
Hotel Parcel
C4
C15
S 83°24'11" E
42.54
C16 C17
C18
C19
C20
N 83°24'11" W
42.54
L28
C24
L27
L26
L25
L24
L23
C23
C22
C21
C3
555.00'
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA
GOLDEN OAK
PROJECT NAME
HOTEL DEVELOPMENT PROPERTY
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS
EXHIBIT "H"
DATE:
8/30/10
SCALE
1" = 300'
DRAWN BY:
JLG
FILENAME:
10JG0745

8398
8399

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 74°12'14" E	173.36
L2	N 18°45'52" E	70.28
L3	N 09°55'39" W	128.70
L4	N 20°51'49" E	58.64
L5	N 78°57'05" E	84.23
L6	N 14°21'25" W	215.70
L7	N 70°09'28" W	51.71
L8	N 63°16'05" W	53.14
L9	S 75°39'17" W	73.52
L10	N 66°12'41" W	53.56
L11	N 41°08'48" W	78.91
L12	N 21°15'55" W	217.18
L13	S 35°59'30" E	246.14
L14	S 03°57'40" W	60.74
L15	N 82°18'14" W	71.09
L16	N 51°44'44" W	65.78
L17	N 80°24'25" W	90.39
L18	S 48°32'46" W	80.93
L19	S 22°55'38" W	113.12
L20	S 27°19'16" E	55.45
L21	S 18°40'56" W	159.75
L22	S 10°48'30" W	160.42
L23	S 51°47'43" W	77.60
L24	N 69°11'35" W	71.56
L25	N 80°57'01" W	172.69
L26	S 78°04'48" W	91.87
L27	S 83°41'57" W	156.70
L28	N 49°26'39" W	35.64

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	998.00	20°08'54"	350.95	N 20°51'12" W
C2	1505.50	40°15'00"	1057.61	N 41°00'06" W
C3	2072.25	09°44'54"	352.57	N 00°45'06" W
C4	2072.25	05°17'52"	191.61	N 10°29'59" W
C5	676.49	29°43'07"	350.89	N 50°17'44" E
C6	399.38	09°53'41"	68.97	N 79°13'56" E
C7	137.63	14°21'49"	34.50	N 89°07'37" E
C8	344.38	04°15'11"	25.56	S 86°02'20" E
C9	132.00	26°04'01"	60.05	S 81°47'09" E
C10	184.37	31°44'00"	102.11	S 49°44'21" E
C11	679.36	08°51'48"	105.09	S 18°00'21" E
C12	437.18	18°37'07"	142.06	S 09°08'33" E
C13	395.25	18°13'39"	125.74	S 27°45'40" E
C14	645.09	03°21'33"	37.82	S 45°59'19" E
C15	223.65	64°24'05"	251.39	S 10°48'30" W
C16	82.76	58°14'14"	84.12	S 53°35'35" E
C17	271.37	28°25'37"	134.64	N 68°10'11" E
C18	25.00	87°13'52"	38.06	S 83°24'11" E
C19	1010.00	05°32'17"	97.62	S 09°21'57" W
C20	25.00	87°13'52"	38.06	N 03°49'41" E
C21	221.37	29°07'38"	112.54	N 83°24'11" W
C22	132.76	48°16'12"	111.85	S 67°28'11" W
C23	234.18	14°51'36"	60.74	N 64°15'37" W
C24	80.00	85°25'32"	119.28	S 45°07'48" W

RCES
RIDDLE CREEK ENERGY SERVICES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: HOTEL DEVELOPMENT PROPERTY	SCALE
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "H"	FILENAME: 10JG0745

8400

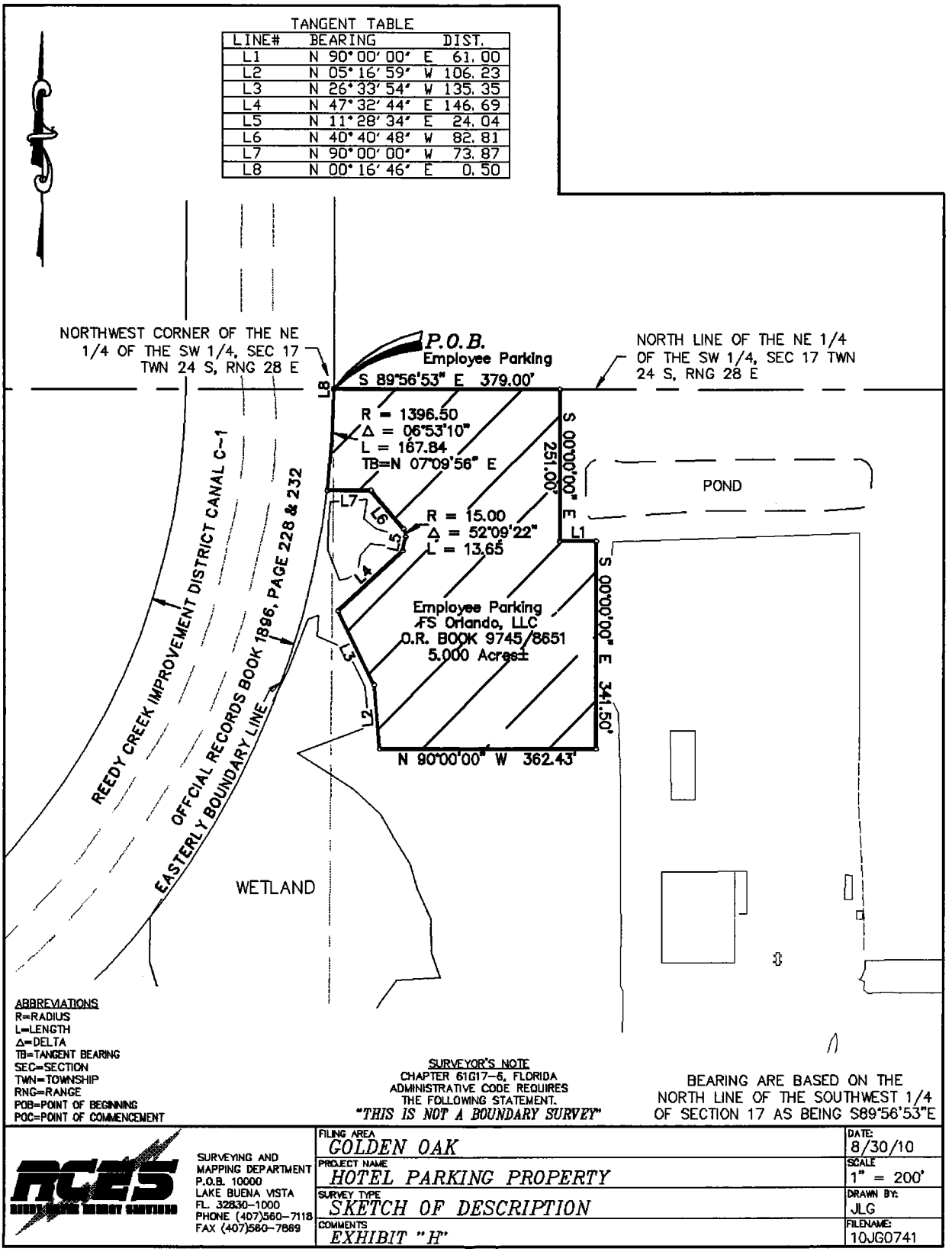
021382, 000014, 103483331.7
9/2/10

HOTEL DEVELOPMENT PROPERTY

A parcel of land described in a deed in favor of FS Orlando, LLC recorded in Official Records Book 9745, Page 8651 and lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Southeast 1/4 of said Section 18, N 00°33'48" E, 466.74 feet; thence N 89°26'12" W, 702.48 feet to the intersection of Westerly boundary of Reedy Creek Improvement District Canal C-1 and the Northeasterly boundary of Reedy Creek Improvement District Canal L-105 as recorded in Official Records Book 1896, pages 228 and 232 of the Public Records of this County, said point being a point on a non-tangent curve concave Southwesterly having a radius of 998.00 feet, and a central angle of 20°08'54"; thence from a tangent bearing of N 20°51'12" W run Northwesterly along the arc of said curve and Northeasterly boundary of said Canal L-105, 350.95 feet; thence continue along said Canal the following five courses N 41°00'06" W, 575.00 feet to a point of curvature of a curve concave Easterly having a radius of 1505.50 feet, and a central angle of 40°15'00"; run Northerly along the arc of said curve, 1057.61 feet; thence N 00°45'06" W, 555.00 feet to a point of curvature of a curve concave Westerly having a radius of 2072.25 feet, and a central angle of 09°44'54"; run Northerly along the arc of said curve, 352.57 feet to the Point of Beginning: continue Northerly along the arc of said curve,191.61 feet through a central angle of 05°17'52"; to a point on a common boundary with the **Golf Course Parcel 2** as defined in a deed in favor of FS Orlando Golf, LLC recorded in Official Records Book 9745, Page 8670 thence run along said common boundary the following courses; N 74°12'14" E, 173.36 feet; N 18°45'52" E, 70.28 feet; N 09°55'39" W, 128.70 feet; N 20°51'49" E, 58.64 feet; N 78°57'05" E, 84.23 feet; N 14°21'25" W, 215.70 feet; N 70°09'28" W, 51.71 feet; N 22°26'05" W, 321.86 feet; N 63°16'05" W, 53.14 feet; S 75°39'17" W, 73.52 feet; N 66°12'41" W, 53.56 feet; N 41°08'48" W, 78.91 feet; N 23°26'00" W, 293.95 feet; N 21°15'55" W, 217.18 feet to a point on a non-tangent curve concave Southeasterly having a radius of 676.49 feet, and a central angle of 29°43'07"; thence department said common boundary from a tangent bearing of N 50°17'44" E run Northeasterly along the arc of said curve, 350.89 feet to a point on a common boundary with the **Fractional Parcel** as defined in a deed in favor of FS Orlando Residential, LLC recorded in Official Records Book 9745, Page 8663; thence run along said common boundary the following five courses; S 35°59'30" E, 246.14 feet; S 55°37'13" E, 316.45 feet; S 68°44'46" E, 336.44 feet to a point on a non-tangent curve concave Southerly having a radius of 399.38 feet, and a central angle of 09°53'41"; from a tangent bearing of N 79°13'56" E run Easterly along the arc of said curve, 68.97 feet, to a point of reverse curvature of a curve concave Northerly having a radius of 137.63 feet, and a central angle of 14°21'49"; run Easterly along the arc of said curve, 34.50 feet; thence departing said common boundary run S 03°57'40" W, 60.74 feet, to a point on a non-tangent curve concave Southerly having a radius of 344.38 feet, and a central angle of 04°15'11"; thence from a tangent bearing of S 86°02'20" E run Easterly along the arc of said curve, 25.56 feet, to a point of compound curvature of a curve concave Southerly having a radius of 132.00 feet, and a central angle of 26°04'01"; thence run Easterly along the arc of said curve, 60.05 feet,

to a point on a non-tangent curve concave Southwesterly having a radius of 184.37 feet, and a central angle of 31°44'00"; thence from a tangent bearing of S 49°44'21" E run Southeasterly along the arc of said curve, 102.11 feet, to a point of compound curvature of a curve concave Westerly having a radius of 679.36 feet, and a central angle of 08°51'48"; thence run Southerly along the arc of said curve, 105.09 feet, to a point of reverse curvature of a curve concave Easterly having a radius of 437.18 feet, and a central angle of 18°37'07"; thence run Southerly along the arc of said curve, 142.06 feet, to a point of compound curvature of a curve concave Northeasterly having a radius of 395.25 feet, and a central angle of 18°13'39"; thence run Southeasterly along the arc of said curve, 125.74 feet, to a point of reverse curvature of a curve concave Southwesterly having a radius of 645.09 feet, and a central angle of 03°21'33"; thence run Southeasterly along the arc of said curve, 37.82 feet; thence N 82°18'14" W, 71.09 feet; thence N 51°44'44" W, 65.78 feet; thence N 80°24'25" W, 90.39 feet; thence S 48°32'46" W, 80.93 feet; thence S 22°55'38" W, 113.12 feet; thence S 27°19'16" E, 55.45 feet; thence S 18°40'56" W, 159.75 feet; thence S 10°48'30" W, 160.42 feet to a point of curvature of a curve concave Easterly having a radius of 223.65 feet, and a central angle of 64°24'05"; thence run Southerly along the arc of said curve, 251.39 feet, to a point of compound curvature of a curve concave Northerly having a radius of 82.76 feet, and a central angle of 58°14'14"; thence run Easterly along the arc of said curve, 84.12 feet, to a point of reverse curvature of a curve concave Southerly having a radius of 271.37 feet, and a central angle of 28°25'37"; thence run Easterly along the arc of said curve, 134.64 feet; thence S 83°24'11" E, 42.54 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 87°13'52"; thence run Northeasterly along the arc of said curve, 38.06 feet; to a point on a non-tangent curve concave Easterly having a radius of 1010.00 feet, and a central angle of 05°32'17"; thence from a tangent bearing of S 09°21'57" W run Southerly along the arc of said curve, 97.62 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 87°13'52"; thence from a tangent bearing of N 03°49'41" E run Northwesterly along the arc of said curve, 38.06 feet; thence N 83°24'11" W, 42.54 feet to a point of curvature of a curve concave Southerly having a radius of 221.37 feet, and a central angle of 29°07'38"; thence run Westerly along the arc of said curve, 112.54 feet to a point of reverse curvature of a curve concave Northerly having a radius of 132.76 feet, and a central angle of 48°16'12"; thence run Westerly along the arc of said curve, 111.85 feet, to a point of compound curvature of a curve concave Northeasterly having a radius of 234.18 feet, and a central angle of 14°51'36"; thence run Northwesterly along the arc of said curve, 60.74 feet; thence S 51°47'43" W, 77.60 feet; thence N 69°11'35" W, 71.56 feet; thence N 80°57'01" W, 172.69 feet; thence S 78°04'48" W, 91.87 feet; thence S 83°41'57" W, 156.70 feet to a point on a non-tangent curve concave Northerly having a radius of 80.00 feet, and a central angle of 85°25'32"; thence from a tangent bearing of S 45°07'48" W run Westerly along the arc of said curve, 119.28 feet; thence N 49°26'39" W, 35.64 feet to the Point of Beginning, containing 26.462 Acres, more or less.



8482

021382, 000014, 103483331.7
9/2/10

DESCRIPTION OF THE
HOTEL PARKING PARCEL

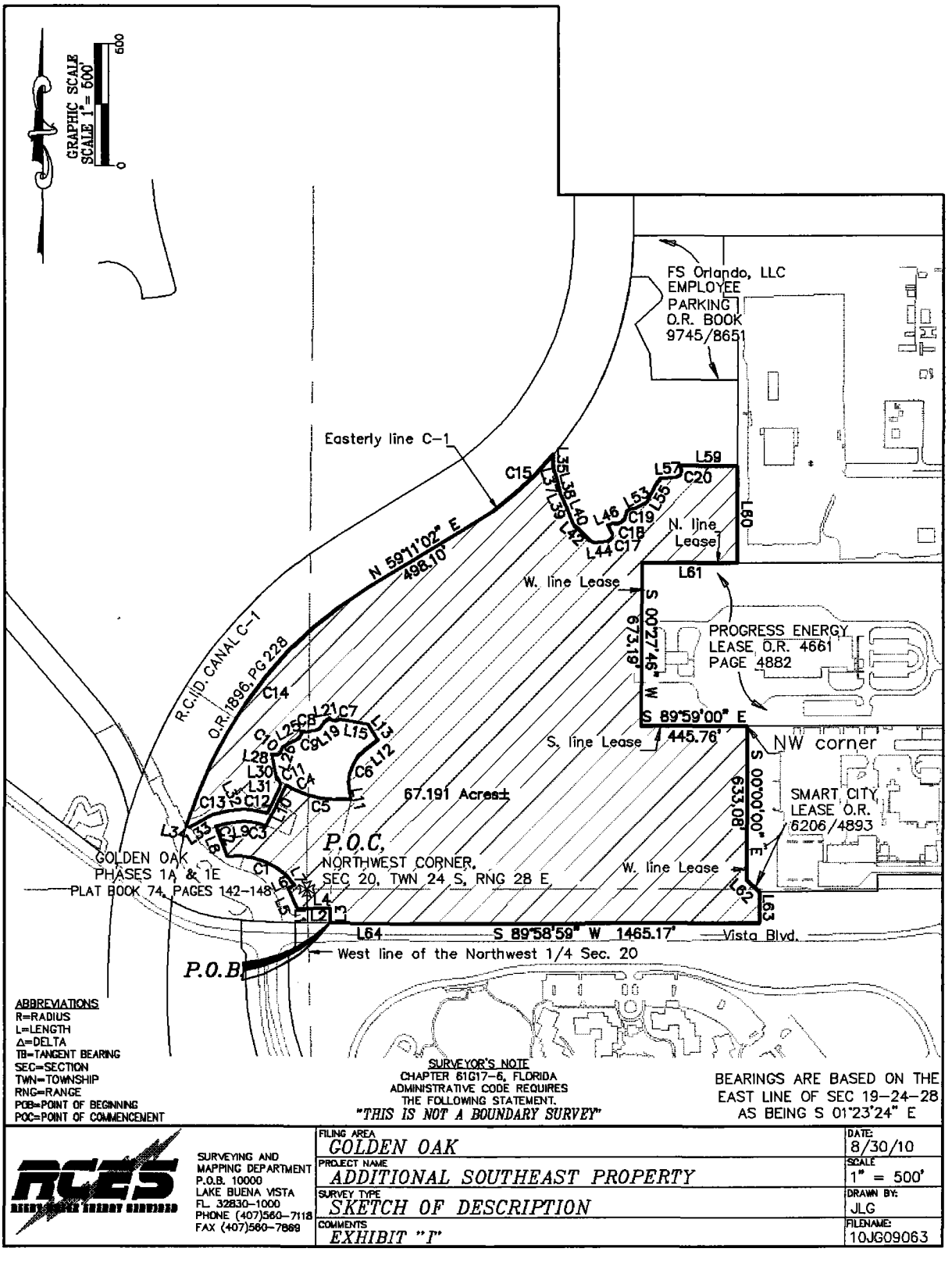
A parcel of land described in a deed in favor of FS Orlando, LLC recorded in Official Records Book 9745, Page 8651 and lying in Section 17, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 17, run along the North line of the Northeast 1/4 of the Southwest 1/4 of said Section, S 89°56'53" E, 379.00 feet; thence S 00°00'00" E, 251.00 feet; thence N 90°00'00" E, 61.00 feet; thence S 00°00'00" E, 341.50 feet; thence N 90°00'00" W, 362.43 feet; thence N 05°16'59" W, 106.23 feet; thence N 26°33'54" W, 135.35 feet; thence N 47°32'44" E, 146.69 feet; thence N 11°28'34" E, 24.04 feet to a point of curvature of a curve concave Westerly having a radius of 15.00 feet, and a central angle of 52°09'22"; thence run Northerly along the arc of said curve, 13.65 feet; thence N 40°40'48" W, 82.81 feet; thence N 90°00'00" W, 73.87 feet to point on the Easterly boundary of Reedy Creek Improvement District Canal C-1 as recorded in Official Records Book 1896, pages 228 and 232 of the Public Records of this County, also being a point on a non-tangent curve concave Westerly having a radius of 1396.50 feet, and a central angle of 06°53'10"; thence from a tangent bearing of N 07°09'56" E run Northerly along the arc of said curve and canal, 167.84 feet; thence N 00°16'46" E, 0.50 feet to the Point of Beginning, containing 5.00 Acres, more or less.

EXHIBIT "I"

LEGAL DESCRIPTION OF THE ADDITIONAL SOUTHEAST PROPERTY

[See Next 4 Pages]



ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE
EAST LINE OF SEC 19-24-28
AS BEING S 01°23'24" E

RCES
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: ADDITIONAL SOUTHEAST PROPERTY	SCALE: 1" = 500'
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "I"	FILENAME: 10JG09063

8513

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 01°23'24" E	138.60
L2	S 89°29'03" E	94.83
L3	N 00°35'14" E	60.26
L4	S 89°54'29" W	136.37
L5	N 25°56'57" W	92.11
L6	N 64°03'03" E	29.74
L7	N 27°05'44" W	2.50
L8	N 21°25'59" W	133.07
L9	N 80°41'02" E	19.65
L10	N 25°47'06" E	185.57
L11	N 10°35'36" W	31.76
L12	N 51°43'19" E	72.98
L13	N 40°00'26" W	4.52
L14	N 32°21'21" W	68.97
L15	N 79°11'01" W	90.38
L16	N 79°08'26" W	32.43
L17	S 54°59'47" W	7.72
L18	N 40°08'41" W	4.20
L19	S 54°27'13" W	30.48
L20	S 32°01'19" W	22.39
L21	S 79°21'26" W	51.31
L22	N 79°27'13" W	9.12
L23	N 69°02'34" W	8.19
L24	S 05°23'33" W	13.62
L25	S 60°37'06" W	74.35
L26	S 18°47'14" W	17.24
L27	N 70°25'18" W	8.73
L28	S 11°12'12" E	92.85
L29	S 38°59'05" E	20.20
L30	S 25°47'06" W	55.18
L31	S 25°39'57" W	64.96
L32	S 80°41'02" W	19.65
L33	S 57°39'18" W	39.23
L34	N 77°26'49" W	15.23
L35	S 00°29'12" W	43.85
L36	S 08°27'07" E	7.55
L37	S 17°08'27" E	55.44
L38	S 14°38'10" E	57.23
L39	S 23°58'33" E	69.40
L40	S 22°00'55" E	66.19
L41	S 31°01'36" E	7.82
L42	S 46°48'37" E	35.59
L43	S 45°17'14" E	56.45
L44	N 83°18'58" E	51.28
L45	N 28°03'53" W	31.25
L46	N 65°08'17" E	23.02
L47	S 76°43'41" E	11.33
L48	N 55°37'43" E	14.31
L49	N 10°00'38" E	22.67
L50	N 52°41'06" E	13.91
L51	N 78°02'32" E	28.62
L52	N 70°33'36" E	6.49
L53	N 63°08'03" E	34.08
L54	N 51°33'48" E	10.02
L55	N 29°47'12" E	83.40
L56	N 36°44'25" E	32.68
L57	N 86°17'52" E	62.39
L58	N 19°07'45" W	14.02
L59	S 89°58'37" E	242.19
L60	S 00°00'00" E	398.05
L61	N 89°58'17" W	398.81
L62	S 45°00'00" E	71.68
L63	S 00°00'00" E	131.18
L64	N 89°29'03" W	338.89

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	300.00	61°00'20"	319.42	N 37°12'52" W
C2	275.00	11°18'29"	54.27	N 69°22'33" E
C3	275.00	29°48'20"	143.06	
C4	457.00	03°55'51"	31.35	S 67°36'49" E
C5	443.00	32°33'34"	251.74	
C6	175.00	62°18'55"	190.33	
C7	25.00	84°51'32"	37.03	
C8	25.00	47°20'07"	20.65	
C9	25.00	55°13'33"	24.10	
C10	25.00	90°47'28"	39.62	
C11	25.00	64°46'11"	28.26	
C12	325.00	27°04'29"	153.58	N 72°14'29" W
C13	325.00	23°01'44"	130.63	
C14	1725.00	42°31'19"	1280.21	N 16°39'43" E
C15	1396.50	18°40'10"	455.04	
C16	25.00	51°23'48"	22.43	
C17	25.00	111°22'51"	48.60	
C18	25.00	47°38'36"	20.79	
C19	25.00	45°37'05"	19.90	
C20	25.00	105°25'37"	46.00	

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7669

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: ADDITIONAL SOUTHEAST PROPERTY	SCALE: 1" = 500'
SURVEY TYPE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "I"	FILENAME: 10JG09063

8514

DESCRIPTION

A parcel of land lying in Sections 17, 18, 19 and 20, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

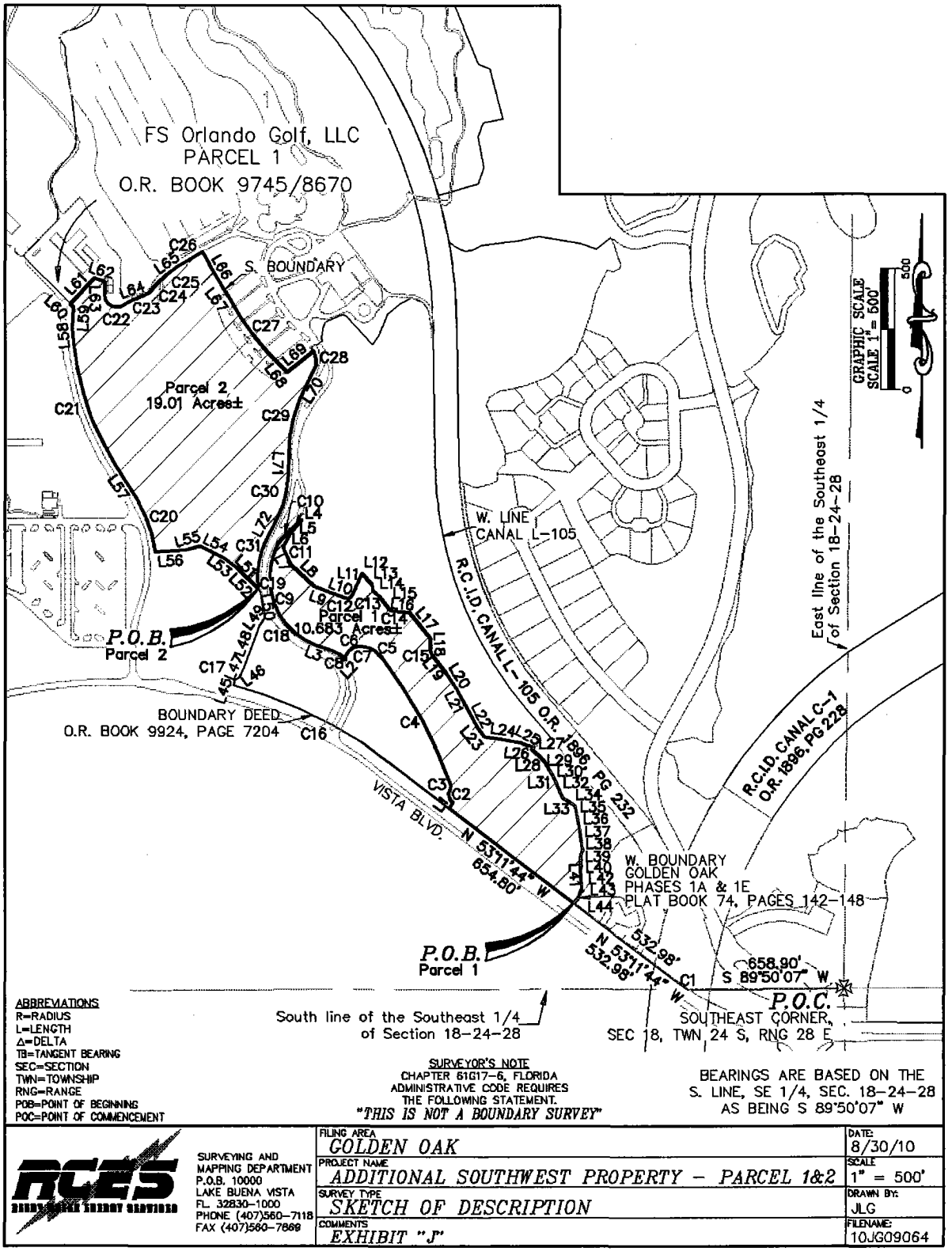
Commence at the Northwest corner of said Section 20, run along the West line of the Northwest 1/4 of said Section 20, S 01°23'24" E, 138.60 feet; thence S 89°29'03" E, 94.83 feet, to the Southeasterly corner of the Tract PP on the Golden Oak Phases 1A & 1E according to the Plat thereof recorded in Plat Book 74, Pages 142-148 of the Public Records of Orange County and the Point of Beginning; thence run along the Easterly and Northerly boundary of said plat the following courses; N 00°35'14" E, 60.26 feet; S 89°54'29" W, 136.37 feet; N 25°56'57" W, 92.11 feet; N 64°03'03" E, 29.74 feet; N 27°05'44" W, 2.50 feet to a point on a non-tangent curve concave Southerly having a radius of 300.00 feet, and a central angle of 61°00'20"; from a tangent bearing of N 37°12'52" W run Westerly along the arc of said curve, 319.42 feet; thence N 21°25'59" W, 133.07 feet to a point on Tract YY of said Plat thence run along said Tract the following three courses, said point being a point on a non-tangent curve concave Southerly having a radius of 275.00 feet, and a central angle of 11°18'29"; from a tangent bearing of N 69°22'33" E run Easterly along the arc of said curve, 54.27 feet; N 80°41'02" E, 19.65 feet to a point of curvature of a curve concave Southerly having a radius of 275.00 feet, and a central angle of 29°48'20"; run Easterly along the arc of said curve, 143.06 feet; thence run along the Easterly boundary and southerly extension of Access and Drainage Easement #7 on said Plat N 25°47'06" E, 185.57 feet to a point on Tract C of said Plat; thence run along said Tract C the following courses; said point being a point on a non-tangent curve concave Southwesterly having a radius of 457.00 feet, and a central angle of 03°55'51"; from a tangent bearing of S 67°36'49" E run Southeasterly along the arc of said curve, 31.35 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 443.00 feet, and a central angle of 32°33'34"; run Easterly along the arc of said curve, 251.74 feet; N 10°35'36" W, 31.76 feet to a point of curvature of a curve concave Easterly having a radius of 175.00 feet, and a central angle of 62°18'55"; run Northerly along the arc of said curve, 190.33 feet; N 51°43'19" E, 72.98 feet; N 40°00'26" W, 4.52 feet; N 32°21'21" W, 68.97 feet; N 79°11'01" W, 90.38 feet; N 79°08'26" W, 32.43 feet; S 54°59'47" W, 7.72 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 84°51'32"; run Westerly along the arc of said curve, 37.03 feet; N 40°08'41" W, 4.20 feet; S 54°27'13" W, 30.48 feet; S 32°01'19" W, 22.39 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 47°20'07"; run Southwesterly along the arc of said curve, 20.65 feet; S 79°21'26" W, 51.31 feet; N 79°27'13" W, 9.12 feet; N 69°02'34" W, 8.19 feet; S 05°23'33" W, 13.62 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 55°13'33"; run Southwesterly along the arc of said curve, 24.10 feet; S 60°37'06" W, 74.35 feet; S 18°47'14" W, 17.24 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 90°47'28"; run Southwesterly along the arc of said curve, 39.62 feet; N 70°25'18" W, 8.73 feet; S 11°12'12" E, 92.85 feet; S 38°59'05" E, 20.20 feet to a point on Access and Drainage Easement #7 of said Plat and a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 64°46'11"; thence run Southerly along the arc of said curve, and Easement #7 28.26 feet; thence run along Easement #7 S 25°47'06" W, 55.18 feet; thence run along Easement #7 and its' extension S 25°39'57" W, 64.96 feet to a point on the Northerly boundary of Tract YY of said Plat and a point on a non-tangent curve concave Southerly having a radius of 325.00 feet, and a central angle of 27°04'29"; thence from a tangent bearing of N 72°14'29" W run Westerly along the arc of said curve and Tract YY, 153.58 feet; thence run along said Tract the following three courses; S 80°41'02" W, 19.65 feet to a point of curvature of a curve concave Southerly having a radius of 325.00 feet, and a central angle of 23°01'44"; run Westerly along the arc of said curve, 130.63 feet; S 57°39'18" W, 39.23 feet to a point on the Northerly boundary of Tract EE of said Plat; thence run along said Tract

EE N 77°26'49" W, 15.23 feet to a point on the Easterly boundary of Reedy Creek Improvement District Canal C-1 as recorded in official records book 1896, page 228; thence run along said Canal the following courses; also being a point on a non-tangent curve concave Southeasterly having a radius of 1725.00 feet, and a central angle of 42°31'19"; from a tangent bearing of N 16°39'43" E run Northeasterly along the arc of said curve, 1280.21 feet; N 59°11'02" E, 498.10 feet to a point of curvature of a curve concave Northwesterly having a radius of 1396.50 feet, and a central angle of 18°40'10"; run Northeasterly along the arc of said curve, 455.04 feet; thence departing said Canal run S 00°29'12" W, 43.85 feet; thence S 08°27'07" E, 7.55 feet; thence S 17°08'27" E, 55.44 feet; thence S 14°38'10" E, 57.23 feet; thence S 23°58'33" E, 69.40 feet; thence S 22°00'55" E, 66.19 feet; thence S 31°01'36" E, 7.82 feet; thence S 46°48'37" E, 35.59 feet; thence S 45°17'14" E, 56.45 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 51°23'48"; thence run Easterly along the arc of said curve, 22.43 feet; thence N 83°18'58" E, 51.28 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 111°22'51"; thence run Northeasterly along the arc of said curve, 48.60 feet; thence N 28°03'53" W, 31.25 feet; thence N 65°08'17" E, 23.02 feet; thence S 76°43'41" E, 11.33 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 47°38'36"; thence run Easterly along the arc of said curve, 20.79 feet; thence N 55°37'43" E, 14.31 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 45°37'05"; thence run Northeasterly along the arc of said curve, 19.90 feet; thence N 10°00'38" E, 22.67 feet; thence N 52°41'06" E, 13.91 feet; thence N 78°02'32" E, 28.62 feet; thence N 70°33'36" E, 6.49 feet; thence N 63°08'03" E, 34.08 feet; thence N 51°33'48" E, 10.02 feet; thence N 29°47'12" E, 83.40 feet; thence N 36°44'25" E, 32.68 feet; thence N 86°17'52" E, 62.39 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 105°25'37"; thence run Northeasterly along the arc of said curve, 46.00 feet; thence N 19°07'45" W, 14.02 feet; thence S 89°58'37" E, 242.19 feet; thence S 00°00'00" E, 398.05 feet to a point on the North line of a Ground Lease in favor of Progress Energy as recorded in Official Records Book 4661, Page 4882; thence run along the North line of said Lease N 89°58'17" W, 398.81 feet; thence run along the West line of said Lease S 00°27'46" W, 673.19 feet; thence run along the South line of said Lease S 89°59'00" E, 445.76 feet, to the Northwest corner of a Ground Lease in favor of Smart City Telecommunications as recorded in Official Records Book 6206, Page 4893; thence run along the Westerly boundary of said Lease the following two courses; S 00°00'00" E, 633.08 feet; S 45°00'00" E, 71.68 feet; thence S 00°00'00" E, 131.18 feet; thence S 89°58'59" W, 1465.17 feet; thence N 89°29'03" W, 338.89 feet, to the Point of Beginning, containing 67.191 Acres, more or less.

EXHIBIT "J"

LEGAL DESCRIPTION OF THE ADDITIONAL SOUTHWEST PROPERTY

[See Next 4 Pages]


FS Orlando Golf, LLC
PARCEL 1
O.R. BOOK 9745/8670
S. BOUNDARY
Parcel 2
19.01 Acres±
P.O.B.
Parcel 2
Parcel 1
10.683 Acres±
BOUNDARY DEED
O.R. BOOK 9924, PAGE 7204
W. LINE
CANAL L-105
R.C.I.D. CANAL L-105 O.R. 1896, PG 232
R.C.I.D. CANAL C-1
O.R. 1896, PG 228
East line of the Southeast 1/4
of Section 18-24-28
GRAPHIC SCALE
SCALE 1" = 500'
0
500
VISTA BLVD.
N 53°11'44" W
654.60'
N 53°11'44" W
532.98'
532.98'
W. BOUNDARY
GOLDEN OAK
PHASES 1A & 1E
PLAT BOOK 74, PAGES 142-148
P.O.B.
Parcel 1
658.90'
S 89°50'07" W
P.O.C.
SOUTHEAST CORNER,
SEC 18, TWN 24 S, RNG 28 E
South line of the Southeast 1/4
of Section 18-24-28
ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
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POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE
S. LINE, SE 1/4, SEC. 18-24-28
AS BEING S 89°50'07" W
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA
GOLDEN OAK
DATE:
8/30/10
PROJECT NAME
ADDITIONAL SOUTHWEST PROPERTY - PARCEL 1&2
SCALE
1" = 500'
SURVEY TYPE
SKETCH OF DESCRIPTION
DRAWN BY:
JLG
COMMENTS
EXHIBIT "J"
FILENAME:
10JG09064

8604

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	950.92	03°48'47"	63.28	N 57°00'31" W
C2	44.00	87°23'13"	67.11	N 53°11'44" W
C3	12.00	54°27'51"	11.41	
C4	1975.00	17°28'59"	602.64	
C5	121.77	48°31'15"	103.12	
C6	64.18	75°06'57"	84.13	
C7	12.00	64°53'16"	13.59	
C8	179.50	24°24'35"	76.47	N 45°51'38" W
C9	291.87	99°10'05"	505.17	
C10	90.00	18°08'34"	28.50	
C11	25.00	58°17'03"	25.43	
C12	25.00	84°46'10"	36.99	
C13	25.00	58°38'45"	25.59	
C14	25.00	46°40'29"	20.37	
C15	25.00	37°14'40"	16.25	
C16	1908.34	22°05'51"	736.00	
C17	25.00	33°58'13"	14.82	
C18	25.00	46°18'35"	20.21	
C19	25.00	35°13'41"	15.37	
C20	492.00	26°59'13"	231.74	N 06°10'54" W
C21	1125.00	27°57'29"	548.95	
C22	52.89	104°26'29"	96.41	
C23	158.03	21°54'44"	60.44	N 50°10'10" E
C24	159.35	36°15'00"	100.82	
C25	160.82	19°16'01"	54.08	
C26	762.70	08°52'54"	118.23	
C27	1080.42	20°21'16"	383.82	S 27°45'37" E
C28	108.52	51°00'47"	96.62	S 22°26'05" E
C29	632.56	27°08'07"	299.58	
C30	439.50	26°29'19"	203.19	
C31	343.87	35°36'27"	213.70	

TANGENT TABLE

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L1	N 36°48'16" E	27.88	L37	S 07°48'49" E	92.97
L2	S 43°43'10" W	0.99	L38	S 08°51'53" W	7.72
L3	N 70°16'13" W	65.03	L39	S 17°46'17" W	25.39
L4	N 47°02'26" E	110.76	L40	S 02°18'39" E	47.37
L5	S 41°27'39" W	59.78	L41	S 02°51'28" E	80.83
L6	S 30°07'52" W	66.18	L42	S 11°04'31" W	9.58
L7	S 28°09'10" E	67.04	L43	S 22°04'40" W	36.19
L8	S 47°09'12" E	129.61	L44	S 40°52'37" W	26.51
L9	S 67°45'46" E	71.42	L45	N 18°42'59" E	22.23
L10	S 71°30'56" E	65.59	L46	N 55°12'27" E	19.76
L11	N 23°42'54" E	95.95	L47	N 25°05'40" E	31.33
L12	S 44°31'28" E	62.56	L48	N 20°23'46" E	184.90
L13	S 05°37'20" E	20.54	L49	N 36°16'00" E	28.53
L14	S 64°16'05" E	16.33	L50	N 10°02'35" W	93.01
L15	S 38°23'30" E	64.62	L51	N 45°16'16" W	3.66
L16	S 85°04'00" E	67.65	L52	N 45°16'16" W	124.22
L17	S 39°36'59" E	135.27	L53	N 52°36'40" W	63.05
L18	S 02°15'56" E	56.50	L54	N 64°36'17" W	118.17
L19	S 39°30'36" E	98.30	L55	S 76°15'46" W	63.89
L20	S 32°36'46" E	77.00	L56	S 86°26'26" W	126.87
L21	S 28°30'43" E	101.63	L57	N 33°10'07" W	163.59
L22	S 28°54'14" E	86.79	L58	N 05°12'38" W	58.35
L23	S 39°33'00" E	38.53	L59	N 03°14'02" E	84.66
L24	S 81°08'52" E	154.09	L60	N 45°05'06" W	18.68
L25	S 63°21'34" E	33.90	L61	N 44°47'41" E	145.43
L26	S 87°15'41" E	24.82	L62	S 74°49'42" E	43.41
L27	S 10°01'09" W	7.48	L63	S 00°06'31" E	54.31
L28	S 48°59'37" W	6.90	L64	N 72°04'54" E	26.78
L29	S 48°27'53" E	67.87	L65	N 55°05'55" E	58.77
L30	S 39°24'46" E	7.84	L66	S 30°54'21" E	193.79
L31	S 30°20'01" E	80.29	L67	S 37°56'18" E	17.87
L32	S 24°43'45" E	88.92	L68	S 37°57'09" E	16.70
L33	S 58°22'27" E	49.28	L69	N 51°58'30" E	145.54
L34	S 40°00'00" E	8.68	L70	S 28°34'43" W	51.05
L35	S 21°06'05" E	7.75	L71	S 01°26'36" W	85.69
L36	S 12°07'10" E	81.07	L72	S 27°55'55" W	81.03

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7669

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: ADDITIONAL SOUTHWEST PROPERTY - PARCEL 1&2	SCALE:
SURVEY TYPE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "J"	FILENAME: 10JG09064

8605

DESCRIPTION

PARCEL 1

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the South line of the Southeast 1/4 of said Section 18, S 89°50'07" W, 658.90 feet, to a point on boundary of a deed in favor of Golden Oak Estates, LLC recorded in Official Records Book 9924, Page 7204 of the Public records of this County and a non-tangent curve concave Northeasterly having a radius of 950.92 feet, and a central angle of 03°48'47"; thence from a tangent bearing of N 57°00'31" W run Northwesterly along the arc of said curve and deed, 63.28 feet; thence run along said deed N 53°11'44" W, 532.98 feet to the Point of Beginning, thence run along said deed N 53°11'44" W, 654.80 feet; thence N 36°48'16" E, 27.88 feet to a point on a non-tangent curve concave Easterly having a radius of 44.00 feet, and a central angle of 87°23'13"; thence from a tangent bearing of N 53°11'44" W run Northerly along the arc of said curve, 67.11 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 12.00 feet, and a central angle of 54°27'51"; thence run Northerly along the arc of said curve, 11.41 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 1975.00 feet, and a central angle of 17°28'59"; thence run Northwesterly along the arc of said curve, 602.64 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 121.77 feet, and a central angle of 48°31'15"; thence run Northwesterly along the arc of said curve, 103.12 feet; to a point of compound curvature of a curve concave Southeasterly having a radius of 64.18 feet, and a central angle of 75°06'57"; thence run Southwesterly along the arc of said curve, 84.13 feet; to a point of compound curvature of a curve concave Easterly having a radius of 12.00 feet, and a central angle of 64°53'16"; thence run Southerly along the arc of said curve, 13.59 feet; thence S 43°43'10" W, 0.99 feet to a point on a non-tangent curve concave Southwesterly having a radius of 179.50 feet, and a central angle of 24°24'35"; thence from a tangent bearing of N 45°51'38" W run Northwesterly along the arc of said curve, 76.47 feet; thence N 70°16'13" W, 65.03 feet to a point of curvature of a curve concave Easterly having a radius of 291.87 feet, and a central angle of 99°10'05"; thence run Northerly along the arc of said curve, 505.17 feet; to a point of compound curvature of a curve concave Southeasterly having a radius of 90.00 feet, and a central angle of 18°08'34"; thence run Northeasterly along the arc of said curve, 28.50 feet; thence N 47°02'26" E, 110.76 feet; thence S 41°27'39" W, 59.78 feet; thence S 30°07'52" W, 66.18 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 58°17'03"; thence run Southerly along the arc of said curve, 25.43 feet; thence S 28°09'10" E, 67.04 feet; thence S 47°09'12" E, 129.61 feet; thence S 67°45'46" E, 71.42 feet; thence S 71°30'56" E, 65.59 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 84°46'10"; thence run Northeasterly along the arc of said curve, 36.99 feet; thence N 23°42'54" E, 95.95 feet; thence S 44°31'28" E, 62.56 feet; thence S 05°37'20" E, 20.54 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 58°38'45"; thence run Southeasterly along the arc of said curve, 25.59 feet; thence S 64°16'05" E, 16.33 feet; thence S 38°23'30" E, 64.62 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 46°40'29"; thence run Southeasterly along the arc of said curve, 20.37 feet; thence S 85°04'00" E, 67.65 feet; thence S 39°36'59" E, 135.27 feet; thence S 02°15'56" E, 56.50 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 37°14'40"; thence run Southerly along the arc of said curve, 16.25 feet; thence S 39°30'36" E, 98.30 feet; thence S 32°36'46" E, 77.00 feet; thence S 28°30'43" E, 101.63 feet; thence S 28°54'14" E, 86.79 feet; thence S 39°33'00" E, 38.53 feet; thence S 81°08'52" E, 154.09 feet; thence S 63°21'34" E, 33.90 feet; thence S 87°15'41" E, 24.82 feet; a point on the Southerly boundary of the proposed Golden Oak Phase 1B Plat; thence run along said Plat the following courses; S 10°01'09" W, 7.48 feet; S 48°59'37" W, 6.90 feet; S 48°27'53" E, 67.87 feet; S 39°24'46" E, 7.84 feet; S 30°20'01" E, 80.29 feet; S 24°43'45" E, 88.92 feet; S 58°22'27" E, 49.28 feet; S 40°00'00" E, 8.68 feet; S 21°06'05" E, 7.75 feet; S 12°07'10" E, 81.07 feet; S 07°48'49" E, 92.97 feet; S 08°51'53" W, 7.72 feet; S 17°46'17" W, 25.39 feet; S 02°18'39" E, 47.37 feet; S 02°51'28" E, 80.83 feet; S 11°04'31" W, 9.58 feet; S 22°04'40" W, 36.19 feet; thence departing said plat run along the Westerly boundary of the Golden Oak Phases 1A & 1E according to the Plat thereof recorded in Plat Book 74, Pages 142-148 of the Public Records of Orange County S 40°52'37" W, 26.51 feet to the Point of Beginning, containing 10.68 Acres, more or less.

Together with:

PARCEL 2

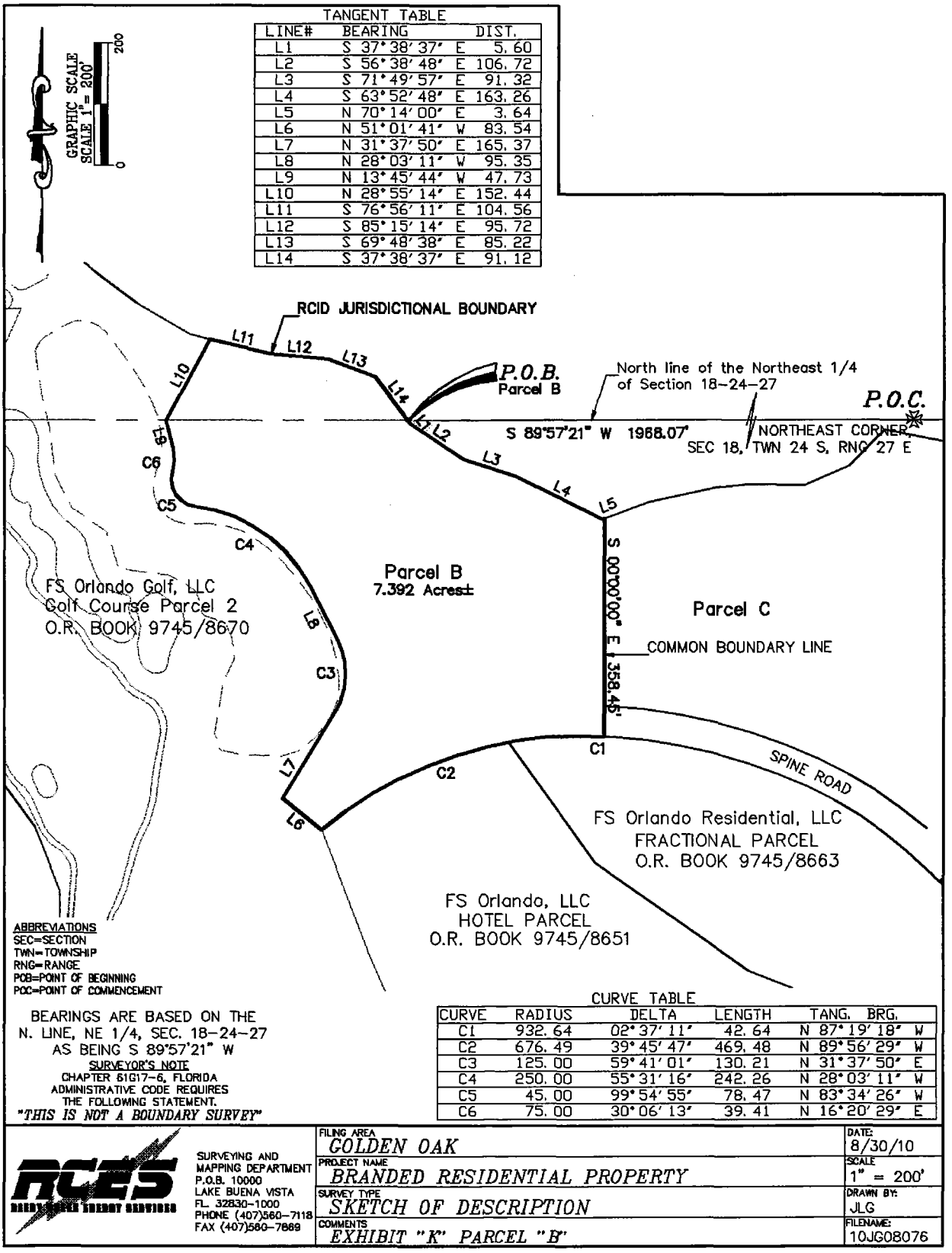
A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the South line of the Southeast 1/4 of said Section 18, S 89°50'07" W, 658.90 feet to a point on boundary of a deed in favor of Golden Oak Estates, LLC recorded in Official Records Book 9924, Page 7204 of the Public records of this County and a point on a non-tangent curve concave Northeasterly having a radius of 950.92 feet, and a central angle of 03°48'47"; thence from a tangent bearing of N 57°00'31" W run Northwesterly along the arc of said curve and deed, 63.28 feet; thence run along said deed the following courses N 53°11'44" W, 1498.58 feet to a point of curvature of a curve concave Southwesterly having a radius of 1908.34 feet, and a central angle of 22°05'51"; thence run Northwesterly along the arc of said curve, 736.00 feet; thence N 18°42'59" E, 22.23 feet; thence N 55°12'27" E, 19.76 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 33°58'13"; thence run Northeasterly along the arc of said curve, 14.82 feet; thence N 25°05'40" E, 31.33 feet; thence N 20°23'46" E, 184.90 feet; thence N 36°16'00" E, 28.53 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 46°18'35"; thence run Northerly along the arc of said curve, 20.21 feet; thence N 10°02'35" W, 93.01 feet to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 35°13'41"; thence run Northwesterly along the arc of said curve, 15.37 feet; thence N 45°16'16" W, 3.66 feet to the Point of Beginning, thence N 45°16'16" W, 124.22 feet; thence N 52°36'40" W, 63.05 feet; thence N 64°36'17" W, 118.17 feet; thence S 76°15'46" W, 63.89 feet; thence S 86°26'26" W, 126.87 feet to a point on a non-tangent curve concave Westerly having a radius of 492.00 feet, and a central angle of 26°59'13"; thence from a tangent bearing of N 06°10'54" W run Northerly along the arc of said curve, 231.74 feet; thence N 33°10'07" W, 163.59 feet to a point of curvature of a curve concave Easterly having a radius of 1125.00 feet, and a central angle of 27°57'29"; thence run Northerly along the arc of said curve, 548.95 feet; thence N 05°12'38" W, 58.35 feet; thence N 03°14'02" E, 84.66 feet; thence N 45°05'06" W, 18.68 feet; thence N 44°47'41" E, 145.43 feet; thence S 74°49'42" E, 43.41 feet; thence S 00°06'31" E, 54.31 feet to a point of curvature of a curve concave Northeasterly having a radius of 52.89 feet, and a central angle of 104°26'29"; thence run Southeasterly along the arc of said curve, 96.41 feet; to a point on a non-tangent curve concave Southeasterly having a radius of 158.03 feet, and a central angle of 21°54'44"; thence from a tangent bearing of N 50°10'10" E run Northeasterly along the arc of said curve, 60.44 feet; thence N 72°04'54" E, 26.78 feet to a point of curvature of a curve concave Northwesterly having a radius of 159.35 feet, and a central angle of 36°15'00"; thence run Northeasterly along the arc of said curve, 100.82 feet; to a point of reverse curvature of a curve concave Southeasterly having a radius of 160.82 feet, and a central angle of 19°16'01"; thence run Northeasterly along the arc of said curve, 54.08 feet; thence N 55°05'55" E, 58.77 feet to a point of curvature of a curve concave Southeasterly having a radius of 762.70 feet, and a central angle of 08°52'54"; thence run Northeasterly along the arc of said curve, 118.23 feet; thence S 30°54'21" E, 193.79 feet; thence S 37°56'18" E, 17.87 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1080.42 feet, and a central angle of 20°21'16"; thence from a tangent bearing of S 27°45'37" E run Southeasterly along the arc of said curve, 383.82 feet; thence S 37°57'09" E, 16.70 feet; thence N 51°58'30" E, 145.54 feet to a point on a non-tangent curve concave Westerly having a radius of 108.52 feet, and a central angle of 51°00'47"; thence departing said deed from a tangent bearing of S 22°26'05" E run Southerly along the arc of said curve, 96.62 feet; thence S 28°34'43" W, 51.05 feet to a point of curvature of a curve concave Easterly having a radius of 632.56 feet, and a central angle of 27°08'07"; thence run Southerly along the arc of said curve, 299.58 feet; thence S 01°26'36" W, 85.69 feet to a point of curvature of a curve concave Westerly having a radius of 439.50 feet, and a central angle of 26°29'19"; thence run Southerly along the arc of said curve, 203.19 feet; thence S 27°55'55" W, 81.03 feet to a point of curvature of a curve concave Easterly having a radius of 343.87 feet, and a central angle of 35°36'27"; thence run Southerly along the arc of said curve, 213.70 feet to the Point of Beginning, containing 19.01 acres, more or less.

EXHIBIT "K"

LEGAL DESCRIPTION OF THE BRANDED RESIDENTIAL PROPERTY

[See Next 4 Pages]



TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 37°38'37" E	5.60
L2	S 56°38'48" E	106.72
L3	S 71°49'57" E	91.32
L4	S 63°52'48" E	163.26
L5	N 70°14'00" E	3.64
L6	N 51°01'41" W	83.54
L7	N 31°37'50" E	165.37
L8	N 28°03'11" W	95.35
L9	N 13°45'44" W	47.73
L10	N 28°55'14" E	152.44
L11	S 76°56'11" E	104.56
L12	S 85°15'14" E	95.72
L13	S 69°48'38" E	85.22
L14	S 37°38'37" E	91.12

ABBREVIATIONS
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

BEARINGS ARE BASED ON THE N. LINE, NE 1/4, SEC. 18-24-27 AS BEING S 89°57'21" W

SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

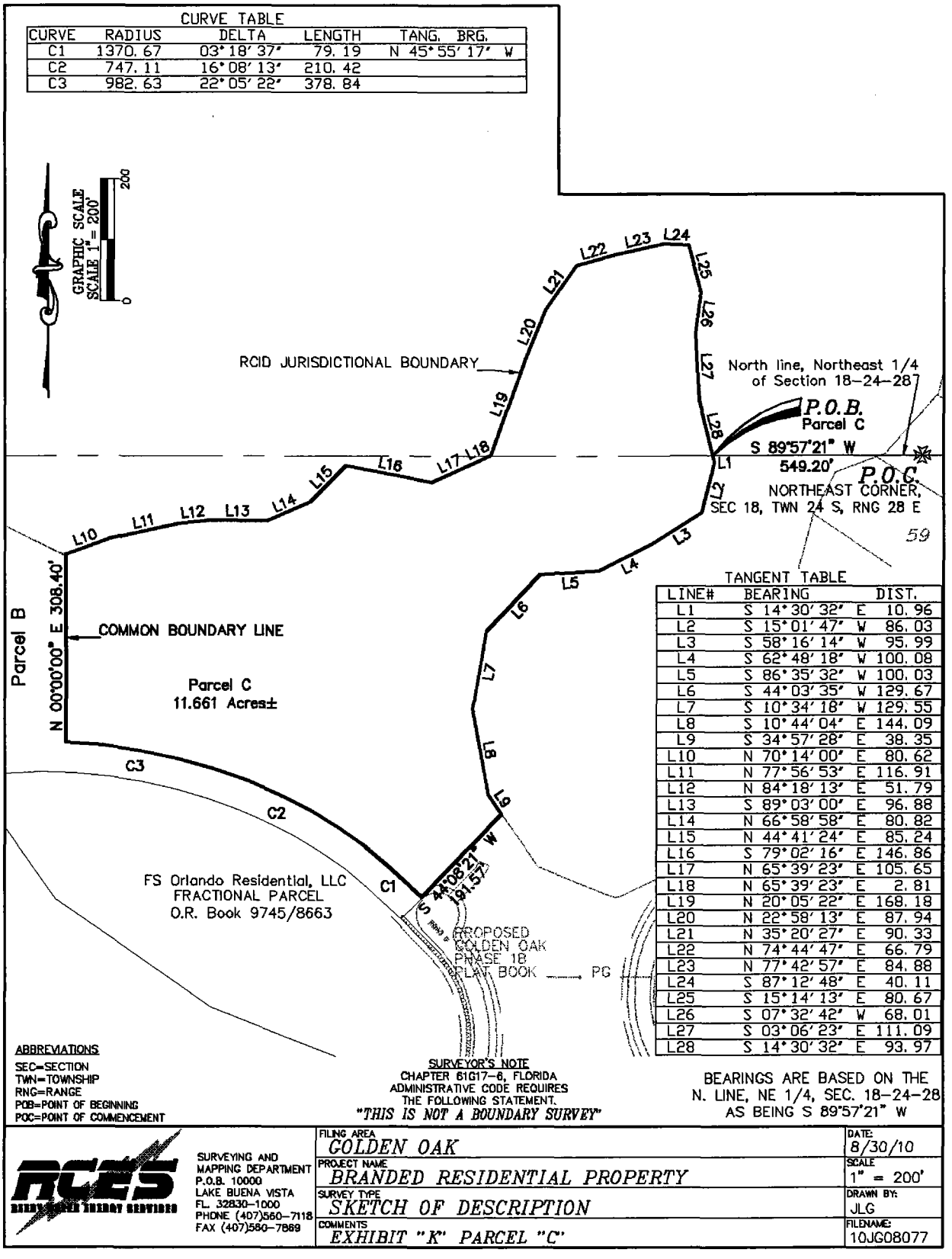
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	932.64	02°37'11"	42.64	N 87°19'18" W
C2	676.49	39°45'47"	469.48	N 89°56'29" W
C3	125.00	59°41'01"	130.21	N 31°37'50" E
C4	250.00	55°31'16"	242.26	N 28°03'11" W
C5	45.00	99°54'55"	78.47	N 83°34'26" W
C6	75.00	30°06'13"	39.41	N 16°20'29" E

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7669

FILING AREA: *GOLDEN OAK*	DATE: 8/30/10
PROJECT NAME: *BRANDED RESIDENTIAL PROPERTY*	SCALE: 1" = 200'
SURVEY TYPE: *SKETCH OF DESCRIPTION*	DRAWN BY: JLG
COMMENTS: *EXHIBIT "K" PARCEL "B"*	FILENAME: 10JG08076

8717


CURVE TABLE
CURVE | RADIUS | DELTA | LENGTH | TANG. BRG.
C1 | 1370.67 | 03°18'37" | 79.19 | N 45°55'17" W
C2 | 747.11 | 16°08'13" | 210.42 |
C3 | 982.63 | 22°05'22" | 378.84 |
GRAPHIC SCALE
SCALE 1" = 200'
200
0
RCID JURISDICTIONAL BOUNDARY
North line, Northeast 1/4 of Section 18-24-28
P.O.B. Parcel C
S 89°57'21" W
549.20'
P.O.C.
NORTHEAST CORNER, SEC 18, TWN 24 S, RNG 28 E
59
Parcel B
N 00°00'00" E 308.40'
COMMON BOUNDARY LINE
Parcel C
11.661 Acres±
FS Orlando Residential, LLC
FRACTIONAL PARCEL
O.R. Book 9745/8663
S 44°08'21" W
191.57'
PROPOSED GOLDEN OAK PHASE 1B
PLAT BOOK ____ PG ____
TANGENT TABLE
LINE# | BEARING | DIST.
L1 | S 14°30'32" E | 10.96
L2 | S 15°01'47" W | 86.03
L3 | S 58°16'14" W | 95.99
L4 | S 62°48'18" W | 100.08
L5 | S 86°35'32" W | 100.03
L6 | S 44°03'35" W | 129.67
L7 | S 10°34'18" W | 129.55
L8 | S 10°44'04" E | 144.09
L9 | S 34°57'28" E | 38.35
L10 | N 70°14'00" E | 80.62
L11 | N 77°56'53" E | 116.91
L12 | N 84°18'13" E | 51.79
L13 | S 89°03'00" E | 96.88
L14 | N 66°58'58" E | 80.82
L15 | N 44°41'24" E | 85.24
L16 | S 79°02'16" E | 146.86
L17 | N 65°39'23" E | 105.65
L18 | N 65°39'23" E | 2.81
L19 | N 20°05'22" E | 168.18
L20 | N 22°58'13" E | 87.94
L21 | N 35°20'27" E | 90.33
L22 | N 74°44'47" E | 66.79
L23 | N 77°42'57" E | 84.88
L24 | S 87°12'48" E | 40.11
L25 | S 15°14'13" E | 80.67
L26 | S 07°32'42" W | 68.01
L27 | S 03°06'23" E | 111.09
L28 | S 14°30'32" E | 93.97
ABBREVIATIONS
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE N. LINE, NE 1/4, SEC. 18-24-28 AS BEING S 89°57'21" W
RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)580-7869
FILING AREA: GOLDEN OAK
PROJECT NAME: BRANDED RESIDENTIAL PROPERTY
SURVEY TYPE: SKETCH OF DESCRIPTION
COMMENTS: EXHIBIT "K" PARCEL "C"
DATE: 8/30/10
SCALE: 1" = 200'
DRAWN BY: JLG
FILENAME: 10JG08077

8718

8719 **DESCRIPTION**

8720 **PARCEL B**

8721

8722 A parcel of land lying in Sections 7 and 18, Township 24 South, Range 27 East, Orange
8723 County, Florida, and being more particularly described as follows:

8724

8725 Commence at the Northeast corner of said Section 18, run along the North line of the
8726 Northeast 1/4 of said Section 18, S 89°57'21" W, 1968.07 feet, to a point on the Reedy Creek
8727 Improvement District (RCID) jurisdictional boundary as described RCID resolution 485, 499 and
8728 501, and the Point of Beginning; thence run along said boundary the following five courses; S
8729 37°38'37" E, 5.60 feet; S 56°38'48" E, 106.72 feet; S 71°49'57" E, 91.32 feet; S 63°52'48" E,
8730 163.26 feet; N 70°14'00" E, 3.64 feet; thence run along a common boundary with the herein
8731 described Parcel C, S 00°00'00" E, 358.45 feet, to a point on the Northerly boundary of the
8732 **Fractional Parcel** as described in a deed in favor of FS Orlando Residential, LLC and recorded
8733 in Official Records Book 9745, Page 8663 of the Public Records of this County, and a point on a
8734 non-tangent curve concave Southerly having a radius of 932.64 feet, and a central angle of
8735 02°37'11"; thence from a tangent bearing of N 87°19'18" W run Westerly along the arc of said
8736 curve and Fractional Parcel, 42.64 feet, to a point of compound curvature of a curve concave
8737 Southerly having a radius of 676.49 feet, and a central angle of 39°45'47"; thence run Westerly
8738 along the arc of said curve and the Northerly boundary of the **Hotel Parcel** as described in a
8739 deed in favor of FS Orlando, LLC and recorded in Official Records Book 9745, Page 8651 of the
8740 Public Records of this County, 469.48 feet, to a point the Easterly boundary of the **Golf Course**
8741 **Parcel 2** as described in a deed in favor of FS Orlando Golf, LLC and recorded in Official
8742 Records Book 9745, Page 8670 of the Public Records of this County; thence run along said
8743 Easterly boundary the following courses; N 51°01'41" W, 83.54 feet; N 31°37'50" E, 165.37 feet,
8744 to a point of curvature of a curve concave Westerly having a radius of 125.00 feet, and a central
8745 angle of 59°41'01"; run Northerly along the arc of said curve, 130.21 feet; N 28°03'11" W, 95.35
8746 feet, to a point of curvature of a curve concave Southwesterly having a radius of 250.00 feet, and
8747 a central angle of 55°31'16"; run Northwesterly along the arc of said curve, 242.26 feet; to a
8748 point of reverse curvature of a curve concave Northeasterly having a radius of 45.00 feet, and a
8749 central angle of 99°54'55"; run Northwesterly along the arc of said curve, 78.47 feet; to a point
8750 of reverse curvature of a curve concave Westerly having a radius of 75.00 feet, and a central
8751 angle of 30°06'13"; run Northerly along the arc of said curve, 39.41 feet; N 13°45'44" W, 47.73
8752 feet; N 28°55'14" E, 152.44 feet, to a point on the aforesaid RCID jurisdictional boundary;
8753 thence departing said **Golf Course Parcel 2** run along the aforesaid RCID jurisdictional
8754 boundary the following courses; S 76°56'11" E, 104.56 feet; S 85°15'14" E, 95.72 feet; thence S
8755 69°48'38" E, 85.22 feet; S 37°38'37" E, 91.12 feet, to the Point of Beginning, containing 7.392
8756 acres, more or less.

8757

Together with;

PARCEL C

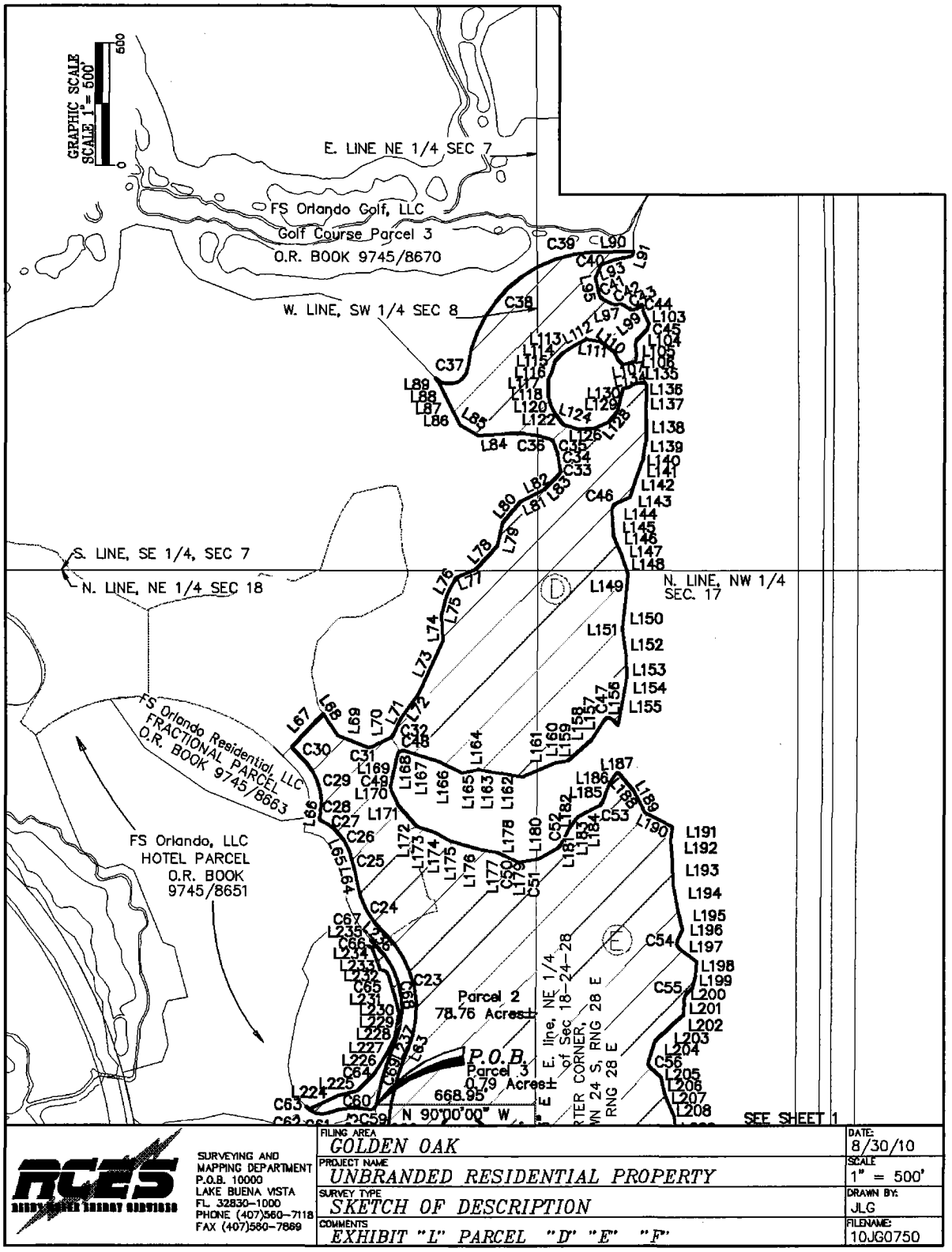
A parcel of land lying in Sections 7 and 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 18, run along the North line of the Northeast 1/4 of said Section 18, S 89°57'21" W, 549.20 feet, to a point on the Reedy Creek Improvement District (RCID) jurisdictional boundary as described RCID resolution 485, 499 and 501, and the Point of Beginning; thence run along said boundary the following nine courses; S 14°30'32" E, 10.96 feet; S 15°01'47" W, 86.03 feet; S 58°16'14" W, 95.99 feet; S 62°48'18" W, 100.08 feet; S 86°35'32" W, 100.03 feet; S 44°03'35" W, 129.67 feet; S 10°34'18" W, 129.55 feet; S 10°44'04" E, 144.09 feet; S 34°57'28" E, 38.35 feet; thence S 44°08'21" W, 191.57 feet, to a point on a non-tangent curve concave Southwesterly having a radius of 1370.68 feet, and a central angle of 03°18'37"; from a tangent bearing of N 45°55'17" W run Northwesterly along the arc of said curve, 79.19 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 747.11 feet, and a central angle of 16°08'13"; thence run Northwesterly along the arc of said curve, 210.42 feet; to a point of compound curvature of a curve concave Southerly, having a radius of 982.63, and a central angle of 22°05'22"; thence run Westerly along the arc of said curve 378.84 feet; thence run along a common boundary with the herein described Parcel B, N 00°00'00" E, 308.41 feet, to a point on the aforesaid RCID jurisdictional boundary; thence run along the said jurisdictional boundary the following courses; N 70°14'00" E, 80.62 feet; N 77°56'53" E, 116.91 feet; N 84°18'13" E, 51.79 feet; S 89°03'00" E, 96.88 feet; N 66°58'58" E, 80.82 feet; N 44°41'24" E, 85.24 feet; S 79°02'16" E, 146.86 feet; N 65°39'23" E, 105.65 feet; N 65°39'23" E, 2.81 feet; N 20°05'22" E, 168.18 feet; N 22°58'13" E, 87.94 feet; N 35°20'27" E, 90.33 feet; N 74°44'47" E, 66.79 feet; N 77°42'57" E, 84.88 feet; S 87°12'48" E, 40.11 feet; S 15°14'13" E, 80.67 feet; S 07°32'42" W, 68.01 feet; S 03°06'23" E, 111.09 feet; S 14°30'32" E, 93.97 feet, to the Point of Beginning, containing 11.661 acres, more or less.

EXHIBIT "L"

LEGAL DESCRIPTION OF THE UNBRANDED RESIDENTIAL PROPERTY

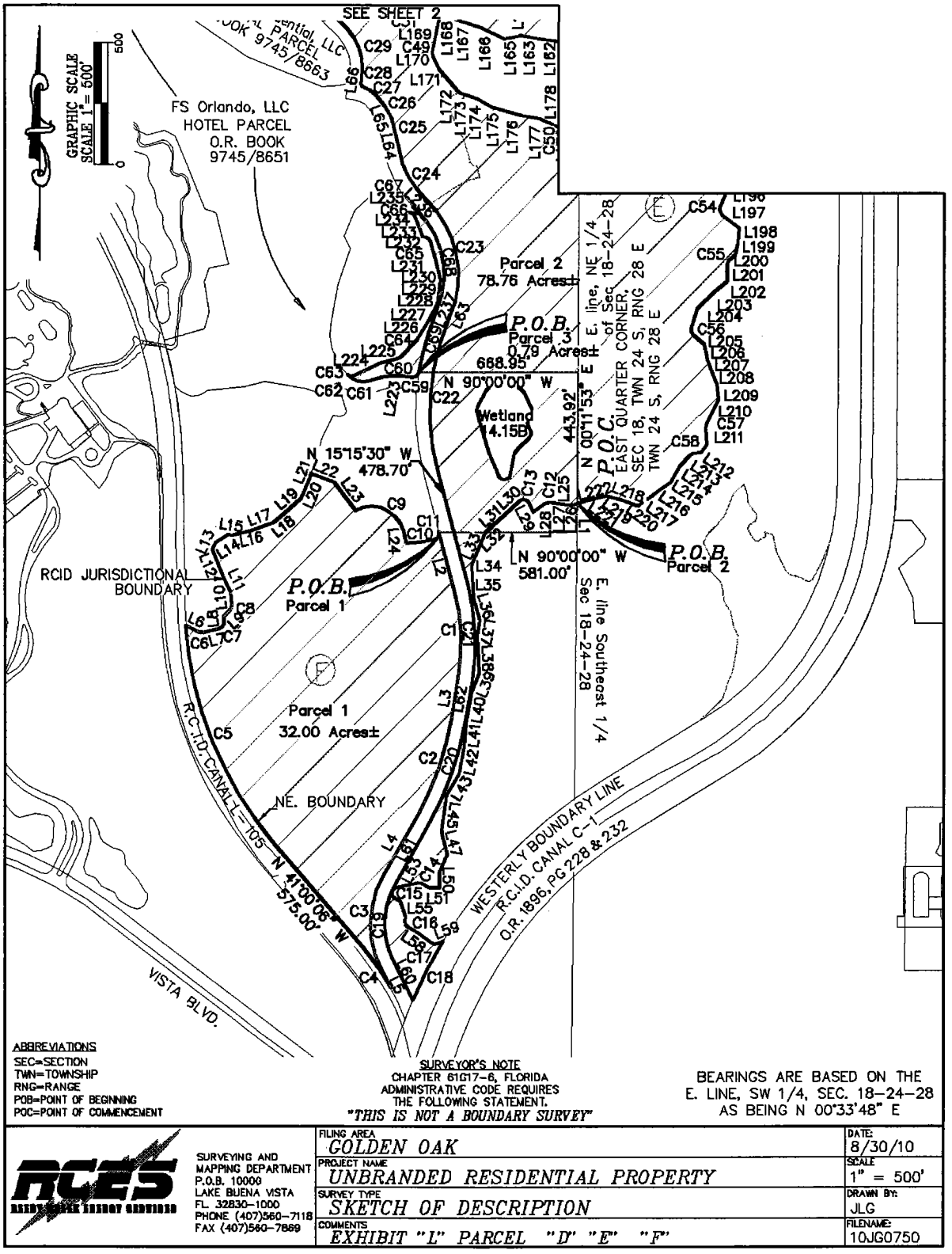
[See Next 10 Pages]



8797

Exhibit "L" - 2

021382, 000014, 103483331.7
9/2/10


SEE SHEET 2
FS Orlando, LLC
HOTEL PARCEL
O.R. BOOK
9745/8651
GRAPHIC SCALE
SCALE 1"= 500'
Parcel 2
78.76 Acres±
P.O.B.
Parcel 3
0.79 Acres±
688.95
N 90°00'00" W
Wetland
14.15B
N 15°15'30" W
478.70'
P.O.C.
EAST QUARTER CORNER,
SEC 18, TWN 24 S, RNG 28 E
N 00°11'53" E
443.92'
E. line, NE 1/4 of Sec 18-24-28
N 90°00'00" W
581.00'
P.O.B.
Parcel 2
RCID JURISDICTIONAL
BOUNDARY
P.O.B.
Parcel 1
Parcel 1
32.00 Acres±
R.C.I.D. CANAL L-105
N 41°00'05" W
575.00'
NE. BOUNDARY
E. line Southeast 1/4
Sec 18-24-28
WESTERLY BOUNDARY LINE
R.C.I.D. CANAL C-1
O.R. 1896, PG 228 & 232
VISTA BLVD.
ABBREVIATIONS
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE
E. LINE, SW 1/4, SEC. 18-24-28
AS BEING N 00°33'48" E
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10009
LAKE BUENA VISTA
FL 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA
GOLDEN OAK
DATE:
8/30/10
PROJECT NAME
UNBRANDED RESIDENTIAL PROPERTY
SCALE
1" = 500'
SURVEY TYPE
SKETCH OF DESCRIPTION
DRAWN BY:
JLG
COMMENTS
EXHIBIT "L" PARCEL "D" "E" "F"
FILENAME:
10JG0750

8798

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 00°33'48" W	214.17
L2	S 15°15'30" E	242.46
L3	S 09°38'45" W	167.93
L4	S 29°50'43" W	288.98
L5	S 27°17'40" E	93.16
L6	S 63°15'30" E	63.09
L7	N 75°28'07" E	70.19
L8	N 03°48'45" W	24.29
L9	N 47°18'54" E	37.10
L10	N 06°58'19" W	51.79
L11	N 25°04'56" W	80.36
L12	N 21°34'58" W	112.96
L13	N 23°48'42" E	31.41
L14	N 59°48'12" E	61.99
L15	S 82°22'12" E	18.57
L16	N 75°48'30" E	82.70
L17	N 70°41'52" E	98.39
L18	N 51°48'05" E	58.47
L19	N 48°33'38" E	93.96
L20	N 22°42'17" E	90.27
L21	N 20°06'37" E	19.72
L22	S 69°53'22" E	102.75
L23	S 37°30'38" E	145.25
L24	S 01°50'25" E	13.75
L25	S 00°33'48" W	99.35
L26	S 74°19'01" W	25.85
L27	N 82°06'50" W	93.69
L28	S 53°54'47" W	60.60
L29	N 26°56'10" W	42.42
L30	S 47°40'44" W	87.60
L31	S 48°24'33" W	98.06
L32	S 48°23'36" W	9.74
L33	S 23°11'40" W	134.82
L34	S 09°56'26" W	11.43
L35	S 03°16'47" E	132.73
L36	S 16°23'52" E	92.70
L37	S 08°56'22" W	67.57
L38	S 03°08'09" E	151.73
L39	S 22°11'02" W	86.23
L40	S 09°38'45" W	130.82
L41	S 04°46'10" W	96.57
L42	S 11°00'12" W	111.44
L43	S 31°38'11" W	92.48
L44	S 20°47'31" W	9.38
L45	S 08°39'59" W	148.06
L46	S 00°42'26" E	8.10
L47	S 15°48'31" E	92.13
L48	S 25°23'58" W	78.48
L49	S 17°43'54" W	6.70
L50	S 00°09'26" W	61.95
L51	S 89°21'58" W	37.96
L52	N 61°49'39" W	36.36
L53	S 79°24'31" W	93.45
L54	S 64°28'04" E	25.48
L55	S 17°32'59" E	65.50
L56	S 07°23'49" W	18.14
L57	S 60°09'25" E	53.63
L58	S 53°49'24" E	66.29
L59	N 69°41'36" E	25.03
L60	N 27°17'40" W	177.64
L61	N 29°50'43" E	288.98
L62	N 09°38'45" E	167.93
L63	N 23°36'32" E	15.04
L64	N 09°50'50" W	31.63
L65	N 20°20'57" W	0.63
L66	N 08°55'38" E	21.22
L67	N 44°08'21" E	191.56
L68	S 34°57'28" E	107.08
L69	S 68°30'58" E	131.37
L70	N 64°59'30" E	91.69
L71	N 24°03'44" E	71.01
L72	N 36°55'50" E	126.64
L73	N 24°42'46" E	241.59
L74	N 01°59'29" W	106.28
L75	N 14°52'47" E	88.32
L76	N 28°50'44" E	77.77
L77	N 68°59'11" E	89.71
L78	N 42°14'20" E	133.97
L79	N 13°26'04" E	97.39
L80	N 40°45'32" E	117.42
L81	N 64°40'37" E	76.48
L82	N 64°40'37" E	28.77
L83	N 43°56'36" E	91.06
L84	S 85°59'29" W	134.58
L85	N 58°01'53" W	87.73
L86	N 28°57'56" W	106.03
L87	N 25°16'40" W	86.79
L88	N 34°38'41" W	8.13
L89	N 43°40'59" W	16.92
L90	N 88°48'04" E	167.85
L91	S 18°22'07" W	21.53
L92	S 79°12'34" W	73.82
L93	S 70°12'20" W	51.28
L94	S 22°40'15" W	47.90
L95	S 13°21'13" E	71.04
L96	S 60°46'01" E	44.00
L97	N 81°59'47" E	28.77
L98	S 59°14'28" E	40.62
L99	N 51°11'12" E	19.73
L100	S 89°59'11" E	9.98
L101	S 03°36'48" E	24.77
L102	S 27°34'13" E	47.50
L103	S 18°27'55" W	25.06
L104	S 46°48'00" W	58.30
L105	S 07°52'59" E	43.59
L106	S 14°35'20" W	27.70
L107	S 78°32'27" W	53.33
L108	N 46°06'29" W	28.29
L109	N 24°56'59" W	36.31
L110	N 53°37'26" W	70.75
L111	N 82°09'43" W	61.81
L112	S 62°18'19" W	61.89
L113	S 58°38'23" W	50.75
L114	S 45°32'30" W	46.42
L115	S 17°56'20" W	46.37
L116	S 22°40'25" W	36.41
L117	S 11°25'06" W	9.73
L118	S 00°10'37" W	51.79
L119	S 07°45'20" E	6.90
L120	S 15°39'50" E	45.31
L121	S 31°07'53" E	35.96
L122	S 37°59'48" E	45.22
L123	S 48°59'40" E	10.81
L124	S 71°13'02" E	50.60
L125	S 80°37'07" E	8.22
L126	N 88°09'59" E	68.53
L127	N 67°03'32" E	68.89
L128	N 40°58'28" E	54.86
L129	N 15°01'37" E	42.71
L130	N 14°08'17" E	54.21
L131	N 74°50'24" E	21.89
L132	N 80°11'13" E	8.86
L133	N 59°02'01" E	24.65
L134	N 79°30'16" E	24.09
L135	S 87°36'25" E	21.10
L136	S 21°21'21" E	8.69
L137	S 00°33'52" W	139.30
L138	S 00°33'58" W	92.07
L139	S 09°51'17" W	57.40
L140	S 00°27'22" W	22.35
L141	S 22°20'01" W	17.61
L142	S 20°04'26" W	62.29
L143	S 19°01'59" W	84.55
L144	S 66°56'33" W	64.62
L145	S 01°47'17" E	100.33
L146	S 10°55'36" E	8.10
L147	S 23°16'14" E	89.41
L148	S 20°07'47" E	82.15
L149	S 06°26'10" W	107.58
L150	S 06°23'23" W	116.25
L151	S 01°12'22" E	6.68
L152	S 08°55'05" E	108.85
L153	S 01°34'38" E	86.48
L154	S 10°58'04" W	90.82
L155	S 10°55'41" W	109.26
L156	N 43°57'10" W	30.18
L157	S 33°32'47" W	94.06
L158	S 48°33'51" W	133.49
L159	S 82°42'24" W	51.41
L160	S 74°49'33" W	6.84
L161	S 67°00'10" W	142.62
L162	N 82°23'00" W	109.56
L163	N 79°12'17" W	73.11
L164	N 89°37'08" W	9.03
L165	S 78°53'41" W	66.39
L166	N 64°57'02" W	109.36
L167	N 71°58'46" W	97.36
L168	N 72°18'52" W	53.13
L169	S 12°03'19" W	131.15
L170	S 26°12'34" E	62.69
L171	S 34°20'18" E	7.08
L172	S 42°32'58" E	114.62
L173	S 51°15'28" E	9.12
L174	S 71°49'49" E	77.47
L175	S 60°08'57" E	67.88
L176	S 74°35'46" E	127.97
L177	S 80°17'12" E	76.83
L178	S 65°59'19" E	90.98
L179	N 81°34'21" E	72.18
L180	N 61°11'23" E	91.05
L181	N 27°07'38" E	73.43
L182	N 37°20'30" E	61.50
L183	N 56°21'25" E	27.21
L184	N 63°49'34" E	77.03
L185	N 19°39'13" E	83.91
L186	N 36°55'21" E	50.00
L187	N 86°47'53" E	11.57
L188	S 39°39'12" E	91.11
L189	S 29°54'22" E	107.30
L190	S 63°28'47" E	126.72
L191	S 04°47'03" W	55.65
L192	S 03°40'43" E	88.87
L193	S 02°30'31" E	93.02
L194	S 11°07'25" E	110.37
L195	S 12°17'47" E	80.92
L196	S 23°54'52" W	51.77
L197	S 54°10'48" E	89.61
L198	S 04°42'15" W	64.42
L199	S 13°35'25" W	49.31
L200	S 48°39'31" W	36.19
L201	S 00°43'25" W	67.45
L202	S 51°00'40" W	63.02
L203	S 45°41'05" W	101.95
L204	S 18°33'54" W	84.90
L205	S 49°33'18" E	61.34
L206	S 11°47'44" E	63.25
L207	S 22°00'43" E	36.10
L208	S 22°00'33" E	72.59
L209	S 07°42'48" E	58.66
L210	S 26°15'38" W	120.60
L211	S 04°49'48" E	68.40
L212	S 36°17'56" W	42.05
L213	S 82°45'41" W	33.72
L214	S 40°50'08" W	57.55
L215	S 31°29'41" W	80.09
L216	S 55°03'46" W	90.57
L217	S 53°48'08" W	74.09
L218	N 71°04'02" W	69.32
L219	N 74°32'50" W	64.05
L220	N 82°18'14" W	6.72
L221	S 76°39'54" W	79.01
L222	S 74°17'50" W	47.22
L223	N 83°24'11" W	42.54
L224	N 65°28'08" E	122.36
L225	N 76°27'23" E	76.59
L226	N 43°25'15" E	96.90
L227	N 32°05'04" E	88.07
L228	N 27°14'51" E	84.00
L229	N 08°39'10" E	96.77
L230	N 13°42'59" W	77.63
L231	N 16°19'31" W	87.16
L232	N 84°34'14" W	13.31
L233	N 18°26'06" W	26.84
L234	N 21°49'07" W	62.89
L235	S 82°18'14" E	35.70
L236	S 47°11'23" E	17.36
L237	S 23°36'32" W	15.04

RCES
RESIDENTIAL COMMERCIAL SURVEYING SERVICES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7669

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: UNBRANDED RESIDENTIAL PROPERTY	SCALE
SURVEY TYPE: TANGENT TABLE	DRAWN BY: JLG
COMMENTS: EXHIBIT "L" PARCEL "D" "E" "F"	FILENAME: 10JG0750

8799

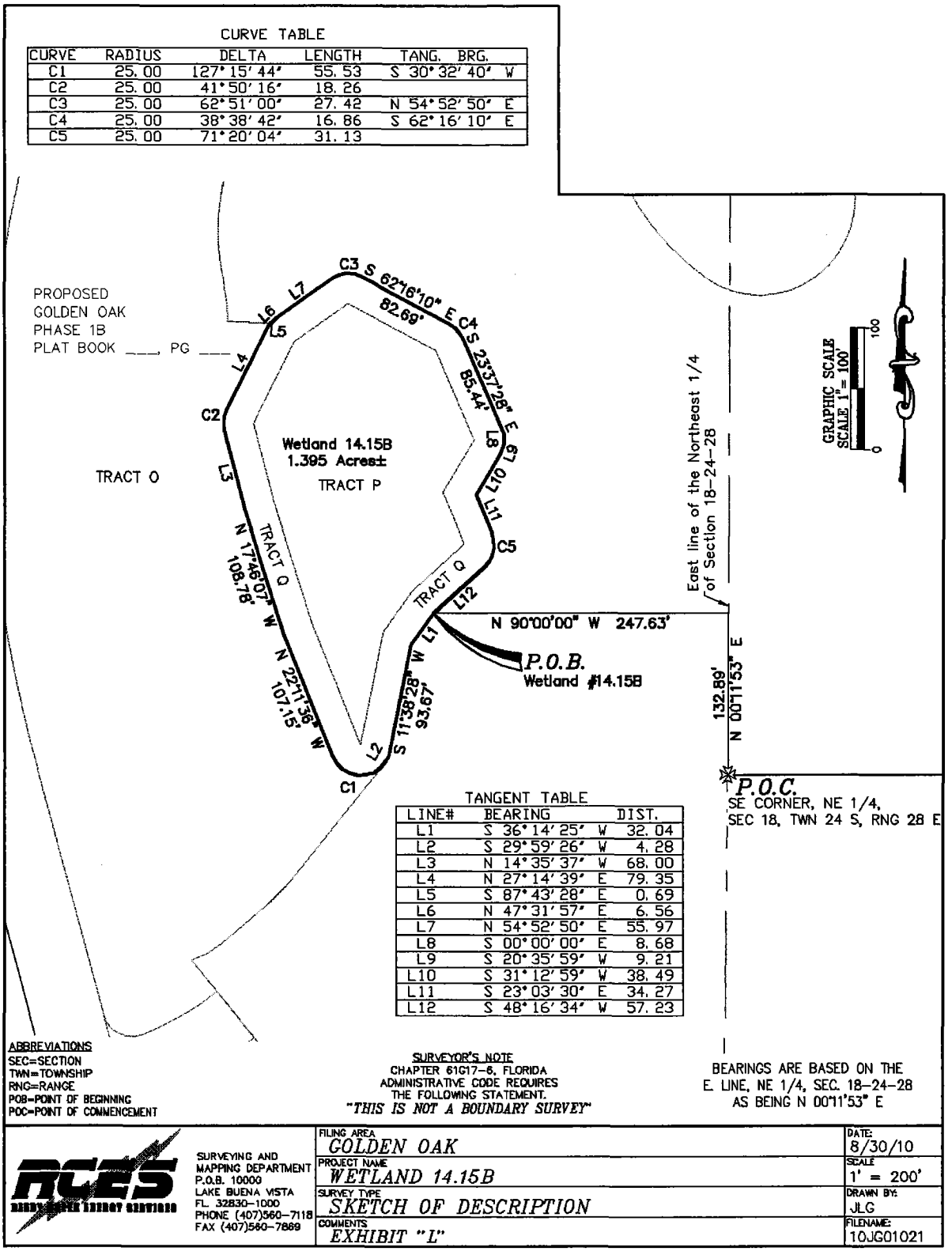
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	850.00	24°54'15"	369.46	
C2	1220.00	20°11'57"	430.10	
C3	394.00	57°08'23"	392.93	
C4	998.00	12°04'09"	210.22	N 28°55'57" W
C5	1505.50	37°08'46"	976.05	
C6	25.00	41°16'24"	18.01	
C7	25.00	79°16'52"	34.59	
C8	25.00	54°17'13"	23.69	
C9	143.00	116°13'08"	290.06	N 61°56'27" E
C10	615.00	11°32'03"	123.81	N 87°36'21" E
C11	25.00	91°19'47"	39.85	
C12	25.00	43°58'23"	19.19	
C13	25.00	105°23'07"	45.98	
C14	25.00	38°45'51"	16.91	
C15	25.00	143°52'35"	62.78	
C16	25.00	67°33'13"	29.48	
C17	25.00	56°29'01"	24.65	
C18	1975.00	07°51'26"	270.84	S 31°27'22" W
C19	334.00	57°08'23"	333.09	
C20	1280.00	20°11'57"	451.26	
C21	910.00	24°54'15"	395.54	
C22	950.00	38°52'02"	644.44	
C23	420.00	71°20'32"	522.96	
C24	360.00	37°53'09"	238.04	
C25	540.00	10°30'06"	98.98	
C26	244.00	27°32'26"	117.28	
C27	171.00	21°46'32"	64.99	
C28	11.00	78°35'33"	15.09	
C29	250.00	51°01'45"	222.66	
C30	1370.67	03°41'27"	88.30	
C31	25.00	46°29'32"	20.29	S 68°30'58" E
C32	25.00	40°55'45"	17.86	
C33	25.00	51°32'25"	22.49	
C34	425.00	16°33'54"	122.87	
C35	15.00	46°20'48"	12.13	N 24°09'43" W
C36	425.00	23°29'59"	174.31	N 70°30'32" W
C37	80.00	128°43'49"	179.74	S 43°43'14" E
C38	545.08	55°14'39"	525.56	
C39	545.08	26°00'28"	247.42	
C40	25.00	47°32'05"	20.74	
C41	25.00	47°24'48"	20.69	S 13°21'13" E
C42	25.00	37°14'09"	16.25	
C43	25.00	69°34'20"	30.36	
C44	25.00	23°57'25"	10.45	
C45	25.00	54°40'59"	23.86	
C46	25.00	68°43'50"	29.99	
C47	25.00	102°30'03"	44.72	
C48	25.00	95°37'49"	41.73	
C49	25.00	38°16'28"	16.70	S 12°03'54" W
C50	25.00	32°26'19"	14.15	
C51	25.00	20°22'59"	8.89	
C52	25.00	34°03'45"	14.86	
C53	25.00	44°10'22"	19.27	
C54	25.00	78°05'40"	34.08	
C55	25.00	47°56'06"	20.92	
C56	25.00	68°07'12"	29.72	
C57	25.00	31°05'27"	13.57	
C58	25.00	41°55'33"	18.29	
C59	25.00	87°13'52"	38.06	S 09°21'57" W
C60	271.37	28°25'37"	134.64	
C61	82.76	58°14'14"	84.12	
C62	223.65	05°22'02"	20.95	
C63	25.00	66°38'31"	28.21	S 49°53'21" E
C64	25.00	33°02'08"	14.41	
C65	25.00	68°14'43"	29.78	N 16°19'31" W
C66	25.00	50°30'50"	22.04	
C67	645.10	03°21'33"	37.82	N 42°37'46" W
C68	360.00	71°20'32"	448.26	S 47°43'59" E
C69	1009.96	14°14'35"	251.08	

ACES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7899

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: UNBRANDED RESIDENTIAL PROPERTY	SCALE: 1" = 500'
SURVEY TYPE: CURVE TABLE	DRAWN BY: JLG
COMMENTS: EXHIBIT "L" PARCEL "D" "E" "F"	FILENAME: 10JG0750

8800


CURVE TABLE
CURVE | RADIUS | DELTA | LENGTH | TANG. BRG.
C1 | 25.00 | 127°15'44" | 55.53 | S 30°32'40" W
C2 | 25.00 | 41°50'16" | 18.26 |
C3 | 25.00 | 62°51'00" | 27.42 | N 54°52'50" E
C4 | 25.00 | 38°38'42" | 16.86 | S 62°16'10" E
C5 | 25.00 | 71°20'04" | 31.13 |
PROPOSED
GOLDEN OAK
PHASE 1B
PLAT BOOK ____, PG ____
Wetland 14.15B
1.395 Acres±
TRACT P
TRACT O
TRACT Q
C3 S 62°16'10" E 82.69'
C4 S 23°37'28" E 85.44'
N 17°48'07" W 108.78'
N 22°11'36" W 107.15'
S 11°38'28" W 93.67'
N 90°00'00" W 247.63'
P.O.B.
Wetland #14.15B
East line of the Northeast 1/4 of Section 18-24-28
N 00°11'53" E 132.89'
P.O.C.
SE CORNER, NE 1/4,
SEC 18, TWN 24 S, RNG 28 E
GRAPHIC SCALE
SCALE 1" = 100'
100
0
TANGENT TABLE
LINE# | BEARING | DIST.
L1 | S 36°14'25" W | 32.04
L2 | S 29°59'26" W | 4.28
L3 | N 14°35'37" W | 68.00
L4 | N 27°14'39" E | 79.35
L5 | S 87°43'28" E | 0.69
L6 | N 47°31'57" E | 6.56
L7 | N 54°52'50" E | 55.97
L8 | S 00°00'00" E | 8.68
L9 | S 20°35'59" W | 9.21
L10 | S 31°12'59" W | 38.49
L11 | S 23°03'30" E | 34.27
L12 | S 48°16'34" W | 57.23
ABBREVIATIONS
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE
E. LINE, NE 1/4, SEC. 18-24-28
AS BEING N 00°11'53" E
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA: GOLDEN OAK
PROJECT NAME: WETLAND 14.15B
SURVEY TYPE: SKETCH OF DESCRIPTION
COMMENTS: EXHIBIT "L"
DATE: 8/30/10
SCALE: 1" = 200'
DRAWN BY: JLG
FILENAME: 10JG01021

8801

DESCRIPTION

Parcel 1

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the East Quarter corner of said Section run along the East line of the Southeast 1/4 of said Section, S 00°33'48" W, 214.17 feet; thence N 90°00'00" W, 581.00 feet to the Point of Beginning, thence S 15°15'30" E, 242.46 feet to a point of curvature of a curve concave Westerly having a radius of 850.00 feet, and a central angle of 24°54'15"; thence run Southerly along the arc of said curve, 369.46 feet; thence S 09°38'45" W, 167.93 feet to a point of curvature of a curve concave Westerly having a radius of 1220.00 feet, and a central angle of 20°11'57"; thence run Southerly along the arc of said curve, 430.10 feet; thence S 29°50'43" W, 288.98 feet to a point of curvature of a curve concave Easterly having a radius of 394.00 feet, and a central angle of 57°08'23"; thence run Southerly along the arc of said curve, 392.93 feet; thence S 27°17'40" E, 93.16 feet to a point the Northeasterly boundary of RCID Canal L-105 as recorded in Official Records Book 1896, Pages 228 and 232 of the Public Records of this County, run along said Canal the following three courses; said point being a point on a non-tangent curve concave Southwesterly having a radius of 998.00 feet, and a central angle of 12°04'09"; from a tangent bearing of N 28°55'57" W run Northwesterly along the arc of said curve, 210.22 feet; N 41°00'06" W, 575.00 feet to a point of curvature of a curve concave Easterly having a radius of 1505.50 feet, and a central angle of 37°08'46"; run Northerly along the arc of said curve, 976.05 feet; thence run along the RCID jurisdictional boundary as recorded in RCID resolutions 485, 499 and 501, the following courses S 63°15'30" E, 63.09 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 41°16'24"; run Easterly along the arc of said curve, 18.01 feet; N 75°28'07" E, 70.19 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 79°16'52"; run Northeasterly along the arc of said curve, 34.59 feet; N 03°48'45" W, 24.29 feet; N 47°18'54" E, 37.10 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 54°17'13"; run Northerly along the arc of said curve, 23.69 feet; N 06°58'19" W, 51.79 feet; N 25°04'56" W, 80.36 feet; N 21°34'58" W, 112.96 feet; N 23°48'42" E, 31.41 feet; N 59°48'12" E, 61.99 feet; S 82°22'12" E, 18.57 feet; N 75°48'30" E, 82.70 feet; N 70°41'52" E, 98.39 feet; N 51°48'05" E, 58.47 feet; N 48°33'38" E, 93.96 feet; N 22°42'17" E, 90.27 feet; N 20°06'37" E, 19.72 feet; thence departing said boundary run S 69°53'23" E, 102.75 feet; thence S 37°30'38" E, 145.25 feet to a point on a non-tangent curve concave Southwesterly having a radius of 143.00 feet, and a central angle of 116°13'08"; thence from a tangent bearing of N 61°56'27" E run Southeasterly along the arc of said curve, 290.06 feet; thence S 01°50'25" E, 13.75 feet to a point on a non-tangent curve concave Northerly having a radius of 615.00 feet, and a central angle of 11°32'03"; thence from a tangent bearing of N 87°36'21" E run Easterly along the arc of said curve, 123.81 feet; to a point of compound curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 91°19'47"; thence run Northeasterly along the arc of said curve, 39.85 feet to the Point of Beginning, containing 32.00 acres, more or less.

Together with:

Parcel 2

A parcel of land lying in Section 7, 8, 17 and 18 , Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Begin at the East Quarter corner of said Section 18 run S 00°33'48" W, 99.35 feet along the East line of the Southeast 1/4 of said Section; thence S 74°19'01" W, 25.85 feet; thence N 82°06'50" W, 93.69 feet to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 43°58'23"; thence run Westerly along the arc of said curve, 19.19 feet; thence S 53°54'47" W, 60.60 feet; thence N 26°56'10" W, 42.42

feet to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 105°23'07"; thence run Westerly along the arc of said curve, 45.98 feet; thence S 47°40'44" W, 87.60 feet; thence S 48°24'33" W, 98.06 feet; thence S 48°23'36" W, 9.74 feet; thence S 23°11'40" W, 134.82 feet; thence S 09°56'26" W, 11.43 feet; thence S 03°16'47" E, 132.73 feet; thence S 16°23'52" E, 92.70 feet; thence S 08°56'22" W, 67.57 feet; thence S 03°08'09" E, 151.73 feet; thence S 22°11'02" W, 86.23 feet; thence S 09°38'45" W, 130.82 feet; thence S 04°46'10" W, 96.57 feet; thence S 11°00'12" W, 111.44 feet; thence S 31°38'11" W, 92.48 feet; thence S 20°47'31" W, 9.38 feet; thence S 08°39'59" W, 148.06 feet; thence S 00°42'26" E, 8.10 feet; thence S 15°48'31" E, 92.13 feet; thence S 25°23'58" W, 78.48 feet; thence S 17°43'54" W, 6.70 feet; thence S 00°09'26" W, 61.95 feet; thence S 89°21'58" W, 37.96 feet; thence N 61°49'39" W, 36.36 feet to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 38°45'51"; thence run Westerly along the arc of said curve, 16.91 feet; thence S 79°24'31" W, 93.45 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 143°52'35"; thence run Southerly along the arc of said curve, 62.78 feet; thence S 64°28'04" E, 25.48 feet; thence S 17°32'59" E, 65.50 feet; thence S 07°23'49" W, 18.14 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 67°33'13"; thence run Southeasterly along the arc of said curve, 29.48 feet; thence S 60°09'25" E, 53.63 feet; thence S 53°49'24" E, 66.29 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 56°29'01"; thence run Easterly along the arc of said curve, 24.65 feet; thence N 69°41'36" E, 25.03 feet to a point on a non-tangent curve concave Southeasterly having a radius of 1975.00 feet, and a central angle of 07°51'26"; thence from a tangent bearing of S 31°27'22" W run Southwesterly along the arc of said curve, 270.84 feet; thence N 27°17'40" W, 177.64 feet to a of curvature of a curve concave Easterly having a radius of 334.00 feet, and a central angle of 57°08'23"; thence run Northerly along the arc of said curve, 333.09 feet; thence N 29°50'43" E, 288.98 feet to a point of curvature of a curve concave Westerly having a radius of 1280.00 feet, and a central angle of 20°11'57"; thence run Northerly along the arc of said curve, 451.26 feet; thence N 09°38'45" E, 167.93 feet to a point of curvature of a curve concave Westerly having a radius of 910.00 feet, and a central angle of 24°54'15"; thence run Northerly along the arc of said curve, 395.54 feet; thence N 15°15'30" W, 478.70 feet to a point of curvature of a curve concave Easterly having a radius of 950.00 feet, and a central angle of 38°52'02"; thence run Northerly along the arc of said curve, 644.44 feet; thence N 23°36'32" E, 15.04 feet to a point of curvature of a curve concave Westerly having a radius of 420.00 feet, and a central angle of 71°20'32"; thence run Northerly along the arc of said curve, 522.96 feet; to a point of reverse curvature of a curve concave Northeasterly having a radius of 360.00 feet, and a central angle of 37°53'09"; thence run Northwesterly along the arc of said curve, 238.04 feet; thence N 09°50'50" W, 31.63 feet to a point of curvature of a curve concave Westerly having a radius of 540.00 feet, and a central angle of 10°30'06"; thence run Northerly along the arc of said curve, 98.98 feet; thence N 20°20'57" W, 0.63 feet to a point of curvature of a curve concave Southwesterly having a radius of 244.00 feet, and a central angle of 27°32'26"; thence run Northwesterly along the arc of said curve, 117.28 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 171.00 feet, and a central angle of 21°46'32"; thence run Northwesterly along the arc of said curve, 64.99 feet; to a point of reverse curvature of a curve concave Northeasterly having a radius of 11.00 feet, and a central angle of 78°35'33"; thence run Northwesterly along the arc of said curve, 15.09 feet; thence N 08°55'38" E, 21.22 feet to a point of curvature of a curve concave Westerly having a radius of 250.00 feet, and a central angle of 51°01'45"; thence run Northerly along the arc of said curve, 222.66 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 1370.67 feet, and a central angle of 03°41'27"; thence run Northwesterly along the arc of said curve, 88.30 feet; thence N 44°08'21" E, 191.56 feet; thence run along the RCID jurisdictional boundary as recorded in RCID resolutions 485, 499 and 501, the following courses; S 34°57'28" E, 107.08 feet; S 68°30'58" E, 131.37 feet; to a point on a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 46°29'32"; from a tangent bearing of S 68°30'58" E run Easterly along the arc of said curve, 20.29 feet; N 64°59'30" E, 91.69 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 40°55'45"; run Northeasterly along the arc of said curve, 17.86 feet; N 24°03'44" E, 71.01 feet; N 36°55'50" E, 126.64 feet; N 24°42'46" E, 241.59 feet; N 01°59'29" W, 106.28 feet; N 14°52'47" E, 88.32 feet; N 28°50'44" E, 77.77 feet; N 68°59'11" E, 89.71 feet; N 42°14'20" E, 133.97 feet; N 13°26'04" E, 97.39 feet; N 40°45'32" E, 117.42 feet; N 64°40'37" E, 76.48 feet; N 64°40'37" E, 28.77 feet; N 43°56'36" E, 91.06 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 51°32'25"; run Northerly along the arc of said curve, 22.49 feet; to a point of compound curvature of a curve concave Westerly having a radius of 425.00 feet, and a

central angle of 16°33'54"; run Northerly along the arc of said curve, 122.87 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 15.00 feet, and a central angle of 46°20'48"; from a tangent bearing of N 24°09'43" W run Northwesterly along the arc of said curve, 12.13 feet; to a point on a non-tangent curve concave Southerly having a radius of 425.00 feet, and a central angle of 23°29'59"; from a tangent bearing of N 70°30'32" W run Westerly along the arc of said curve, 174.31 feet; S 85°59'29" W, 134.58 feet; N 58°01'53" W, 87.73 feet; N 28°57'56" W, 106.03 feet; N 25°16'40" W, 86.79 feet; N 34°38'41" W, 8.13 feet; N 43°40'58" W, 16.92 feet to a point on a non-tangent curve concave Northerly having a radius of 80.00 feet, and a central angle of 128°43'49"; from a tangent bearing of S 43°43'14" E run Easterly along the arc of said curve, 179.74 feet; to a point of reverse curvature of a curve concave Southeasterly having a radius of 545.08 feet, and a central angle of 55°14'39"; run Northeasterly along the arc of said curve, 525.56 feet; to a point of compound curvature of a curve concave Southerly having a radius of 545.08 feet, and a central angle of 26°00'28"; run Easterly along the arc of said curve, 247.42 feet; N 88°48'04" E, 167.85 feet; thence departing said boundary run S 18°22'07" W, 21.53 feet; thence S 79°12'34" W, 73.82 feet; thence S 70°12'20" W, 51.28 feet; to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 47°32'05"; thence run Southwesterly along the arc of said curve, 20.74 feet; thence S 22°40'15" W, 47.90 feet; thence S 13°21'13" E, 71.04 feet; to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 47°24'48"; thence run Southeasterly along the arc of said curve, 20.69 feet; thence S 60°46'01" E, 44.00 feet; to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 37°14'09"; thence run Easterly along the arc of said curve, 16.25 feet; thence N 81°59'47" E, 28.77 feet; thence S 59°14'28" E, 40.62 feet; to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 69°34'20"; thence run Easterly along the arc of said curve, 30.36 feet; thence N 51°11'12" E, 19.73 feet; thence S 89°59'11" E, 9.98 feet; thence S 03°36'48" E, 24.77 feet; to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 23°57'25"; thence run Southerly along the arc of said curve, 10.45 feet; thence S 27°34'13" E, 47.50 feet; thence S 18°27'55" W, 25.06 feet; thence S 46°48'00" W, 58.30 feet; to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 54°40'59"; thence run Southerly along the arc of said curve, 23.86 feet; thence S 07°52'59" E, 43.59 feet; thence S 14°35'20" W, 27.70 feet; thence S 78°32'27" W, 53.33 feet; thence N 46°06'29" W, 28.29 feet; thence N 24°56'59" W, 36.31 feet; thence N 53°37'26" W, 70.75 feet; thence N 82°09'43" W, 61.81 feet; thence S 62°18'19" W, 61.89 feet; thence S 58°38'23" W, 50.75 feet; thence S 45°32'30" W, 46.42 feet; thence S 17°56'20" W, 46.37 feet; thence S 22°40'25" W, 36.41 feet; thence S 11°25'06" W, 9.73 feet; thence S 00°10'37" W, 51.79 feet; thence S 07°45'20" E, 6.90 feet; thence S 15°39'50" E, 45.31 feet; thence S 31°07'53" E, 35.96 feet; thence S 37°59'48" E, 45.22 feet; thence S 48°59'40" E, 10.81 feet; thence S 71°13'02" E, 50.60 feet; thence S 80°37'07" E, 8.22 feet; thence N 88°09'59" E, 68.53 feet; thence N 67°03'32" E, 68.89 feet; thence N 40°58'28" E, 54.86 feet; thence N 15°01'37" E, 42.71 feet; thence N 14°08'17" E, 54.21 feet; thence N 74°50'24" E, 21.89 feet; thence N 80°11'13" E, 8.86 feet; thence N 59°02'01" E, 24.65 feet; thence N 79°30'16" E, 24.09 feet; thence S 87°36'25" E, 21.10 feet; thence S 21°21'21" E, 8.69 feet; thence S 00°33'52" W, 139.30 feet; thence S 00°33'58" W, 92.07 feet; thence S 09°51'17" W, 57.40 feet; thence S 00°27'22" W, 22.35 feet; thence S 22°20'05" W, 17.61 feet; thence S 20°04'26" W, 62.19 feet; thence S 19°01'59" W, 84.55 feet; thence S 66°56'33" W, 64.62 feet to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 68°43'50"; thence run Southwesterly along the arc of said curve, 29.99 feet; thence S 01°47'17" E, 100.33 feet; thence S 10°55'36" E, 8.10 feet; thence S 23°16'14" E, 89.41 feet; thence S 20°07'47" E, 82.15 feet; thence S 06°26'10" W, 107.58 feet; thence S 06°23'23" W, 116.25 feet; thence S 01°12'22" E, 6.68 feet; thence S 08°55'05" E, 108.85 feet; thence S 01°34'38" E, 86.48 feet; thence S 10°58'04" W, 90.82 feet; thence S 10°55'41" W, 109.26 feet; thence N 43°57'10" W, 30.18 feet to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 102°30'03"; thence run Westerly along the arc of said curve, 44.72 feet; thence S 33°32'47" W, 94.06 feet; thence S 48°33'51" W, 133.49 feet; thence S 82°42'24" W, 51.41 feet; thence S 74°49'33" W, 6.84 feet; thence S 67°00'10" W, 142.62 feet; thence N 82°23'00" W, 109.56 feet; thence N 79°12'17" W, 73.11 feet; thence N 89°37'08" W, 9.03 feet; thence S 78°53'41" W, 66.39 feet; thence N 64°57'02" W, 109.36 feet; thence N 71°58'46" W, 97.36 feet; thence N 72°18'52" W, 53.13 feet to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 95°37'49"; thence run Southwesterly along the arc of said curve, 41.73 feet; thence S 12°03'19" W, 131.15 feet to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet, and a central angle of 38°16'28"; thence from a tangent bearing of S 12°03'54" W run Southerly along the arc of said curve, 16.70 feet; thence S 26°12'34" E, 62.69 feet; thence S 34°20'18" E, 7.08 feet;

thence S 42°32'58" E, 114.62 feet; thence S 51°15'28" E, 9.12 feet; thence S 71°49'49" E, 77.47 feet; thence S 60°08'57" E, 67.88 feet; thence S 74°35'46" E, 127.97 feet; thence S 80°17'12" E, 76.83 feet; thence S 65°59'19" E, 90.98 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 32°26'19"; thence run Easterly along the arc of said curve, 14.15 feet; thence N 81°34'21" E, 72.18 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 20°22'59"; thence run Easterly along the arc of said curve, 8.89 feet; thence N 61°11'23" E, 91.05 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 34°03'45"; thence run Northeasterly along the arc of said curve, 14.86 feet; thence N 27°07'38" E, 73.43 feet; thence N 37°20'30" E, 61.50 feet; thence N 56°21'25" E, 27.21 feet; thence N 63°49'34" E, 77.03 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 44°10'22"; thence run Northeasterly along the arc of said curve, 19.27 feet; thence N 19°39'13" E, 83.91 feet; thence N 36°55'21" E, 50.00 feet; thence N 86°47'53" E, 11.57 feet; thence S 39°39'12" E, 91.11 feet; thence S 29°54'22" E, 107.30 feet; thence S 63°28'47" E, 126.72 feet; thence S 04°47'03" W, 55.65 feet; thence S 03°40'43" E, 88.87 feet; thence S 02°30'31" E, 93.02 feet; thence S 11°07'25" E, 110.37 feet; thence S 12°17'47" E, 80.92 feet; thence S 23°54'52" W, 51.77 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 78°05'40"; thence run Southerly along the arc of said curve, 34.08 feet; thence S 54°10'48" E, 89.61 feet; thence S 04°42'15" W, 64.42 feet; thence S 13°35'25" W, 49.31 feet; thence S 48°39'31" W, 36.19 feet to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 47°56'06"; thence run Southwesterly along the arc of said curve, 20.92 feet; thence S 00°43'25" W, 67.45 feet; thence S 51°00'40" W, 63.02 feet; thence S 45°41'05" W, 101.95 feet; thence S 18°33'54" W, 84.90 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 68°07'12"; thence run Southerly along the arc of said curve, 29.72 feet; thence S 49°33'18" E, 61.34 feet; thence S 11°47'44" E, 63.25 feet; thence S 22°00'43" E, 36.10 feet; thence S 22°00'33" E, 72.59 feet; thence S 07°42'48" E, 58.66 feet; thence S 26°15'38" W, 120.60 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 31°05'27"; thence run Southerly along the arc of said curve, 13.57 feet; thence S 04°49'48" E, 68.40 feet; thence S 36°17'56" W, 42.05 feet; thence S 82°45'41" W, 33.72 feet to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 41°55'33"; thence run Southwesterly along the arc of said curve, 18.29 feet; thence S 40°50'08" W, 57.55 feet; thence S 31°29'41" W, 80.09 feet; thence S 55°03'46" W, 90.57 feet; thence S 53°48'08" W, 74.09 feet; thence N 71°04'02" W, 69.32 feet; thence N 74°32'50" W, 64.05 feet; thence N 82°18'14" W, 6.72 feet; thence S 76°39'54" W, 79.01 feet; thence S 74°17'50" W, 47.22 feet to the Point of Beginning, containing 78.76 acres, more or less.

Together with:

Parcel 3

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the East Quarter corner of said Section 18, run along the East line of the Northeast 1/4 of said Section 18, N 00°11'53" E, 443.92 feet; thence N 90°00'00" W, 668.95 feet to a point on the boundary of the **Hotel Parcel** as described in a deed in favor of FS Orlando, LLC and recorded in Official Records Book 9745, Page 8651 and the Point of Beginning, thence run along said boundary the following five courses, also being a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 87°13'52"; from a tangent bearing of S 09°21'57" W run Southwesterly along the arc of said curve, 38.06 feet; N 83°24'11" W, 42.54 feet to a point of curvature of a curve concave Southerly having a radius of 271.37 feet, and a central angle of 28°25'37"; run Westerly along the arc of said curve, 134.64 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 82.76 feet, and a central angle of 58°14'14"; run Westerly along the arc of said curve, 84.12 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 223.65 feet, and a central angle of 05°22'02"; run Northwesterly along the arc of said curve, 20.95 feet; to a point on a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 66°38'31"; thence from a tangent bearing of S 49°53'21" E run Easterly along the arc of said curve, 28.21 feet; thence N 65°28'08" E, 122.36 feet; thence N

76°27'23" E, 76.59 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 33°02'08"; thence run Northeasterly along the arc of said curve, 14.41 feet; thence N 43°25'15" E, 96.90 feet; thence N 32°05'04" E, 88.07 feet; thence N 27°14'51" E, 84.00 feet; thence N 08°39'10" E, 96.77 feet; thence N 13°42'59" W, 77.63 feet; thence N 16°19'31" W, 87.16 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 68°14'43"; thence from a tangent bearing of N 16°19'31" W run Northwesterly along the arc of said curve, 29.78 feet; thence N 84°34'14" W, 13.31 feet; thence N 18°26'06" W, 26.84 feet; thence N 21°49'07" W, 62.89 feet to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 50°30'50"; thence run Northwesterly along the arc of said curve, 22.04 feet to a point on the aforesaid **Hotel Parcel** thence run along said parcel the following two courses S 82°18'14" E, 35.70 feet to a point on a non-tangent curve concave Southwesterly having a radius of 645.10 feet, and a central angle of 03°21'33"; from a tangent bearing of N 42°37'46" W run Northwesterly along the arc of said curve, 37.82 feet; thence S 47°11'23" E, 17.36 feet to a point on a non-tangent curve concave Westerly having a radius of 360.00 feet, and a central angle of 71°20'32"; thence from a tangent bearing of S 47°43'59" E run Southerly along the arc of said curve, 448.26 feet; thence S 23°36'32" W, 15.04 feet to a point of curvature of a curve concave Easterly having a radius of 1009.96 feet, and a central angle of 14°14'35"; run Southerly along the arc of said curve, 251.08 feet to the Point of Beginning, containing 0.79 acres, more or less.

Less the following:

Wetland 14.15B

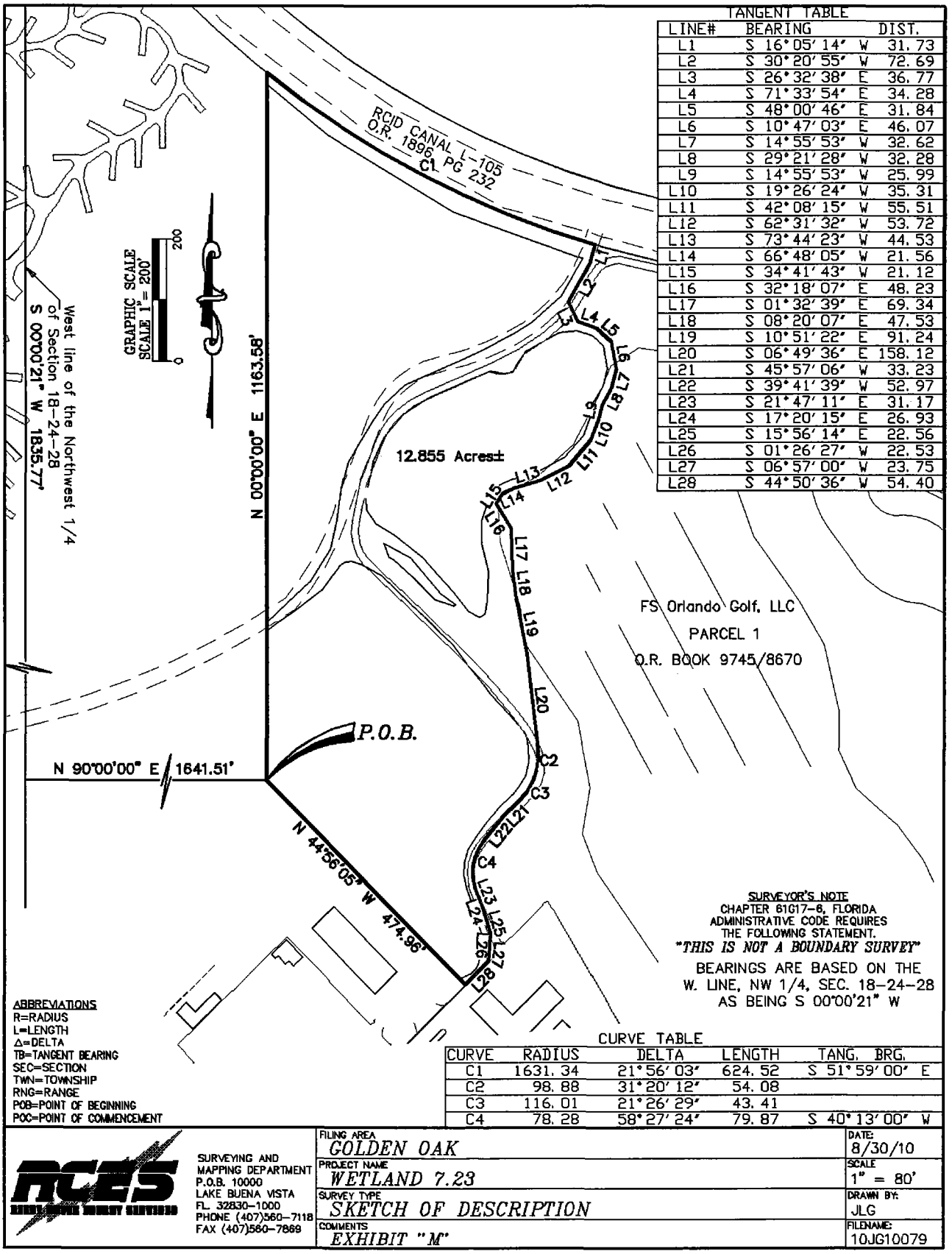
Tracts P and Q on the proposed Golden Oak Phase 1B Plat, lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 18, run along the East line of the Northeast 1/4 of said Section 18, N 00°11'53" E, 132.89 feet; thence N 90°00'00" W, 247.63 feet, to a point on the boundary of Tract Q on the proposed Golden Oak Phase 1B Plat and the Point of Beginning, thence run along the proposed Plat the following courses; S 36°14'25" W, 32.04 feet; S 11°38'28" W, 93.67 feet; S 29°59'26" W, 4.28 feet, to a point on a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 127°15'44"; from a tangent bearing of S 30°32'40" W run Westerly along the arc of said curve, 55.53 feet; N 22°11'36" W, 107.15 feet; N 17°46'07" W, 108.78 feet; N 14°35'37" W, 68.00 feet, to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 41°50'16"; run Northerly along the arc of said curve, 18.26 feet; N 27°14'39" E, 79.35 feet; S 87°43'28" E, 0.69 feet; N 47°31'57" E, 6.56 feet; N 54°52'50" E, 55.97 feet, to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 62°51'00"; run Easterly along the arc of said curve, 27.42 feet; S 62°16'10" E, 82.69 feet, to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 38°38'42"; run Southeasterly along the arc of said curve, 16.86 feet; S 23°37'28" E, 85.44 feet; S 00°00'00" E, 8.68 feet; S 20°35'59" W, 9.21 feet; S 31°12'59" W, 38.49 feet; S 23°03'30" E, 34.27 feet, to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 71°20'04"; run Southerly along the arc of said curve, 31.13 feet; S 48°16'34" W, 57.23 feet, to the Point of Beginning, containing 1.395 acres, more or less.

EXHIBIT "M"

LEGAL DESCRIPTION OF THE WETLANDS PROPERTY

[See Next 28 Pages]



TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 16°05'14" W	31.73
L2	S 30°20'55" W	72.69
L3	S 26°32'38" E	36.77
L4	S 71°33'54" E	34.28
L5	S 48°00'46" E	31.84
L6	S 10°47'03" E	46.07
L7	S 14°55'53" W	32.62
L8	S 29°21'28" W	32.28
L9	S 14°55'53" W	25.99
L10	S 19°26'24" W	35.31
L11	S 42°08'15" W	55.51
L12	S 62°31'32" W	53.72
L13	S 73°44'23" W	44.53
L14	S 66°48'05" W	21.56
L15	S 34°41'43" W	21.12
L16	S 32°18'07" E	48.23
L17	S 01°32'39" E	69.34
L18	S 08°20'07" E	47.53
L19	S 10°51'22" E	91.24
L20	S 06°49'36" E	158.12
L21	S 45°57'06" W	33.23
L22	S 39°41'39" W	52.97
L23	S 21°47'11" E	31.17
L24	S 17°20'15" E	26.93
L25	S 15°56'14" E	22.56
L26	S 01°26'27" W	22.53
L27	S 06°57'00" W	23.75
L28	S 44°50'36" W	54.40

SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE W. LINE, NW 1/4, SEC. 18-24-28 AS BEING S 00°00'21" W

ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

CURVE TABLE

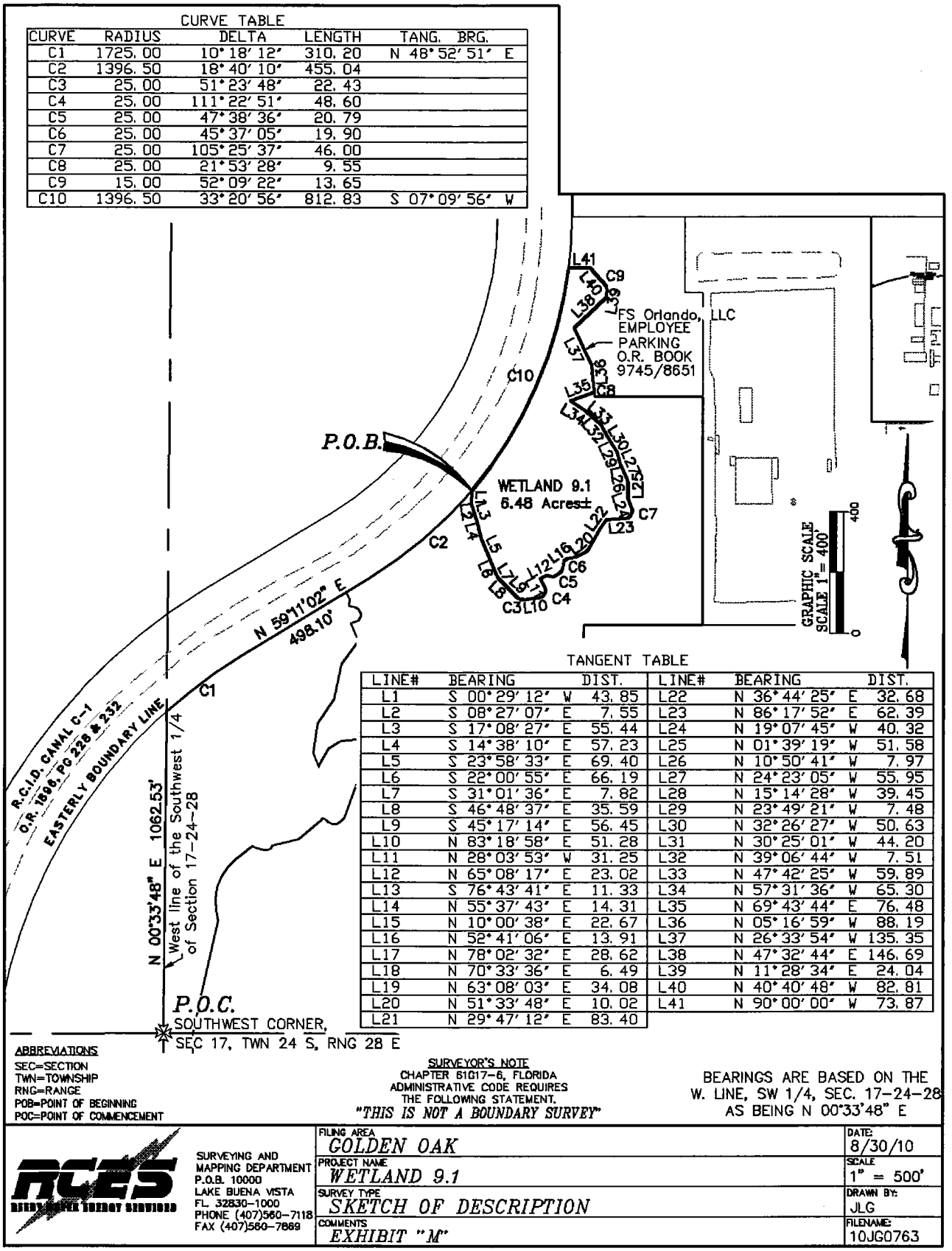
CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1631.34	21°56'03"	624.52	S 51°59'00" E
C2	98.88	31°20'12"	54.08	
C3	116.01	21°26'29"	43.41	
C4	78.28	58°27'24"	79.87	S 40°13'00" W

ACES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: WETLAND 7.23	SCALE: 1" = 80'
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "M"	FILENAME: 10JG10079

9040

Exhibit "M" - 2



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1725.00	10°18'12"	310.20	N 48°52'51" E
C2	1396.50	18°40'10"	455.04	
C3	25.00	51°23'48"	22.43	
C4	25.00	111°22'51"	48.60	
C5	25.00	47°38'36"	20.79	
C6	25.00	45°37'05"	19.90	
C7	25.00	105°25'37"	46.00	
C8	25.00	21°53'28"	9.55	
C9	15.00	52°09'22"	13.65	
C10	1396.50	33°20'56"	812.83	S 07°09'56" W

TANGENT TABLE

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L1	S 00°29'12" W	43.85	L22	N 36°44'25" E	32.68
L2	S 08°27'07" E	7.55	L23	N 86°17'52" E	62.39
L3	S 17°08'27" E	55.44	L24	N 19°07'45" W	40.32
L4	S 14°38'10" E	57.23	L25	N 01°39'19" W	51.58
L5	S 23°58'33" E	69.40	L26	N 10°50'41" W	7.97
L6	S 22°00'55" E	66.19	L27	N 24°23'05" W	55.95
L7	S 31°01'36" E	7.82	L28	N 15°14'28" W	39.45
L8	S 46°48'37" E	35.59	L29	N 23°49'21" W	7.48
L9	S 45°17'14" E	56.45	L30	N 32°26'27" W	50.63
L10	N 83°18'58" E	51.28	L31	N 30°25'01" W	44.20
L11	N 28°03'53" W	31.25	L32	N 39°06'44" W	7.51
L12	N 65°08'17" E	23.02	L33	N 47°42'25" W	59.89
L13	S 76°43'41" E	11.33	L34	N 57°31'36" W	65.30
L14	N 55°37'43" E	14.31	L35	N 69°43'44" E	76.48
L15	N 10°00'38" E	22.67	L36	N 05°16'59" W	88.19
L16	N 52°41'06" E	13.91	L37	N 26°33'54" W	135.35
L17	N 78°02'32" E	28.62	L38	N 47°32'44" E	146.69
L18	N 70°33'36" E	6.49	L39	N 11°28'34" E	24.04
L19	N 63°08'03" E	34.08	L40	N 40°40'48" W	82.81
L20	N 51°33'48" E	10.02	L41	N 90°00'00" W	73.87
L21	N 29°47'12" E	83.40			

ABBREVIATIONS
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

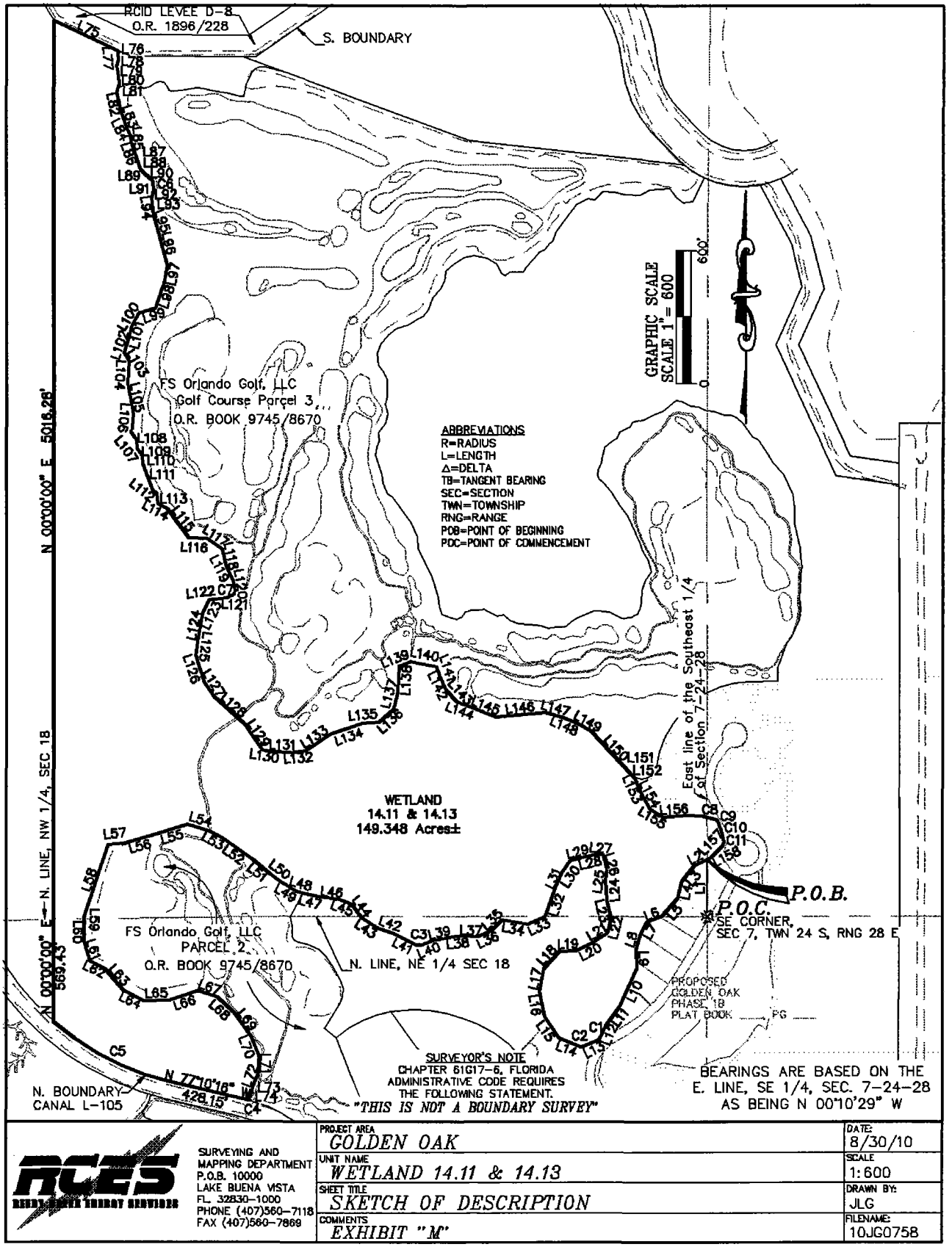
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE W. LINE, SW 1/4, SEC. 17-24-28 AS BEING N 00°33'48" E

RCES
RELIABLE CONSULTING ENGINEERING SERVICES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: WETLAND 9.1	SCALE: 1" = 500'
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "M"	FILENAME: 10JG0763

9041


RCID LEVEE D-8
O.R. 1896/228
S. BOUNDARY
FS Orlando Golf, LLC
Golf Course Parcel 3
O.R. BOOK 9745/8670
GRAPHIC SCALE
SCALE 1" = 600
600'
0
ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
East line of the Southeast 1/4 of Section 7-24-28
N 00°00'00" E 5018.26'
N 00°00'00" E 569.43'
N. LINE, NW 1/4, SEC 18
WETLAND
14.11 & 14.13
149.348 Acres±
FS Orlando Golf, LLC
PARCEL 2
O.R. BOOK 9745/8670
N. LINE, NE 1/4 SEC 18
P.O.B.
P.O.C.
SE CORNER,
SEC 7, TWN 24 S, RNG 28 E
PROPOSED
GOLDEN OAK
PHASE 1B
PLAT BOOK ____ PG ____
N. BOUNDARY
CANAL L-105
N 77°10'16" W
428.15'
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE
E. LINE, SE 1/4, SEC. 7-24-28
AS BEING N 00°10'29" W
RCES
REEDY CREEK ENERGY SERVICES
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
PROJECT AREA
GOLDEN OAK
DATE:
8/30/10
UNIT NAME
WETLAND 14.11 & 14.13
SCALE
1:600
SHEET TITLE
SKETCH OF DESCRIPTION
DRAWN BY:
JLG
COMMENTS
EXHIBIT "M"
FILENAME:
10JG0758

9042

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.	CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	25.00	40°55'46"	17.86		C7	25.00	75°22'17"	32.89	
C2	25.00	46°29'32"	20.29	S 64°59'30" W	C8	425.00	23°29'59"	174.31	N 85°59'29" E
C3	25.00	45°53'12"	20.02		C9	15.00	46°20'48"	12.13	S 70°30'32" E
C4	955.13	01°49'25"	30.40	N 75°20'51" W	C10	425.00	16°33'54"	122.87	S 24°09'43" E
C5	1531.34	28°10'30"	753.03		C11	25.00	51°32'26"	22.49	
C6	15.00	44°12'40"	11.57						

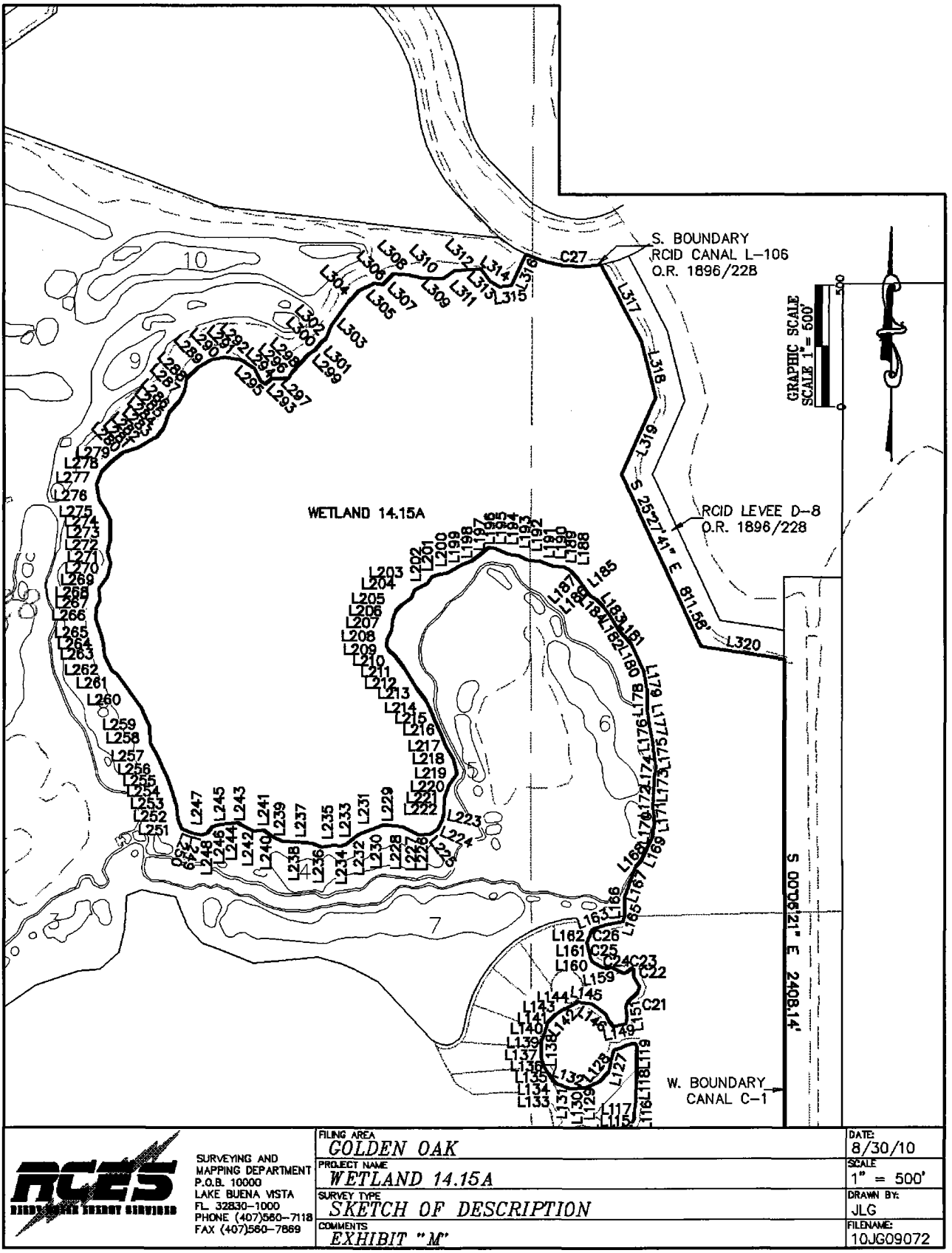
TANGENT TABLE

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L1	N 00°10'29" W	319.09	L54	N 73°39'09" W	132.44	L107	S 37°08'54" E	56.20
L2	S 64°40'36" W	76.48	L55	S 73°26'06" W	209.71	L108	S 04°36'32" E	44.21
L3	S 40°45'31" W	117.42	L56	S 75°01'04" W	170.99	L109	S 32°20'44" E	49.02
L4	S 13°26'03" W	97.39	L57	S 85°15'31" W	89.44	L110	S 08°25'04" E	43.96
L5	S 42°14'20" W	133.97	L58	S 18°38'24" W	430.38	L111	S 20°03'05" E	159.49
L6	S 68°59'11" W	89.71	L59	S 00°35'27" W	10.07	L112	S 51°18'46" E	29.70
L7	S 28°50'44" W	77.77	L60	S 00°35'27" W	121.73	L113	S 04°17'10" E	56.77
L8	S 14°52'47" W	88.32	L61	S 17°52'43" E	119.71	L114	S 62°24'03" E	59.88
L9	S 01°59'26" E	106.28	L62	S 63°21'16" E	92.62	L115	S 37°31'27" E	204.70
L10	S 24°42'45" W	241.59	L63	S 41°37'30" E	163.95	L116	S 87°48'27" E	102.80
L11	S 36°55'50" W	126.64	L64	S 64°52'40" E	129.23	L117	S 56°00'40" E	106.90
L12	S 24°03'44" W	71.01	L65	N 88°05'54" E	142.94	L118	S 13°00'18" E	100.80
L13	S 64°59'30" W	91.69	L66	N 72°48'58" E	173.24	L119	S 26°08'40" E	88.00
L14	N 68°30'58" W	131.37	L67	S 71°25'45" E	114.48	L120	S 09°03'33" E	55.17
L15	N 34°57'27" W	145.41	L68	S 48°18'14" E	117.51	L121	S 66°18'44" W	35.72
L16	N 10°44'04" W	144.10	L69	S 36°42'24" E	178.43	L122	S 82°47'39" W	99.39
L17	N 10°34'18" E	129.55	L70	S 22°11'25" E	112.93	L123	S 26°46'00" W	82.37
L18	N 44°03'35" E	129.67	L71	S 00°16'39" W	88.47	L124	S 11°26'30" W	132.39
L19	N 86°35'32" E	100.03	L72	S 21°28'58" W	96.27	L125	S 07°28'56" W	104.71
L20	N 62°48'18" E	100.08	L73	S 05°32'31" W	22.28	L126	S 18°32'09" E	152.74
L21	N 58°16'14" E	95.99	L74	S 22°51'08" W	55.18	L127	S 32°58'24" E	100.00
L22	N 15°01'47" E	86.03	L75	S 65°15'58" E	401.67	L128	S 48°38'49" E	236.42
L23	N 14°30'32" W	104.94	L76	S 01°02'48" W	15.00	L129	S 35°06'37" E	172.82
L24	N 03°06'23" W	111.09	L77	S 03°19'54" E	34.06	L130	S 80°43'53" E	61.48
L25	N 07°32'42" E	68.01	L78	S 14°13'26" W	36.01	L131	S 89°20'42" E	101.48
L26	N 15°14'13" W	80.67	L79	S 07°53'20" E	58.99	L132	N 84°30'57" E	88.49
L27	N 87°12'48" W	40.11	L80	S 08°58'21" E	43.16	L133	N 56°12'02" E	165.05
L28	S 77°42'57" W	84.88	L81	S 13°20'11" W	50.59	L134	N 71°43'03" E	193.61
L29	S 74°44'47" W	66.79	L82	S 12°50'04" E	107.50	L135	N 85°27'39" E	95.21
L30	S 35°20'27" W	90.33	L83	S 18°53'28" E	87.14	L136	N 48°16'19" E	108.11
L31	S 22°58'13" W	87.94	L84	S 26°32'04" E	58.70	L137	N 15°12'54" E	101.26
L32	S 20°05'22" W	168.18	L85	S 04°06'21" E	38.37	L138	N 02°56'53" E	141.31
L33	S 65°39'23" W	108.46	L86	S 20°54'13" E	102.82	L139	N 68°47'16" E	72.23
L34	N 79°02'16" W	146.86	L87	S 14°33'57" E	32.44	L140	S 79°26'27" E	148.96
L35	S 44°41'24" W	85.24	L88	S 24°12'47" E	23.39	L141	S 18°31'51" E	55.33
L36	S 66°58'59" W	80.82	L89	S 44°17'18" E	32.93	L142	S 24°40'40" E	85.40
L37	N 89°03'00" W	96.88	L90	S 49°41'02" E	55.31	L143	S 42°35'52" E	91.24
L38	S 84°18'13" W	51.79	L91	S 05°28'22" E	44.66	L144	S 69°40'53" E	82.47
L39	S 77°56'53" W	116.91	L92	S 11°08'04" W	35.97	L145	S 68°49'10" E	156.59
L40	S 70°14'00" W	73.68	L93	S 38°36'46" W	8.73	L146	N 84°54'15" E	280.88
L41	N 63°52'48" W	152.68	L94	S 05°33'20" E	100.31	L147	S 75°08'14" E	101.81
L42	N 71°49'57" W	91.32	L95	S 18°13'00" E	57.90	L148	S 66°41'53" E	97.00
L43	N 56°38'48" W	106.72	L96	S 15°43'36" E	228.39	L149	S 61°11'12" E	80.83
L44	N 37°38'37" W	96.72	L97	S 09°43'37" W	88.61	L150	S 43°43'14" E	336.30
L45	N 69°48'38" W	85.22	L98	S 19°40'55" W	162.04	L151	S 43°40'58" E	16.92
L46	N 85°15'14" W	95.72	L99	S 71°34'36" W	98.02	L152	S 34°38'32" E	8.13
L47	N 76°56'11" W	104.56	L100	S 31°10'52" W	86.74	L153	S 25°16'40" E	86.79
L48	N 75°17'28" W	36.21	L101	S 11°04'05" W	61.18	L154	S 28°57'56" E	106.03
L49	N 60°14'22" W	101.75	L102	S 19°45'26" W	91.12	L155	S 58°01'53" E	87.73
L50	N 53°57'24" W	79.97	L103	S 31°46'43" E	53.35	L156	N 85°59'29" E	134.58
L51	N 51°29'36" W	126.57	L104	S 03°20'01" W	125.51	L157	S 43°56'37" W	91.06
L52	N 55°23'05" W	207.94	L105	S 10°39'10" E	174.55	L158	S 64°40'40" W	28.77
L53	N 61°13'36" W	82.72	L106	S 05°59'21" W	102.29			

RCES
REAL COAST ENERGY SERVICES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

PROJECT AREA: GOLDEN OAK	DATE: 8/30/10
UNIT NAME: WETLAND 14.11 & 14.13	SCALE
SHEET TITLE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "M"	FILENAME: 10JG0758

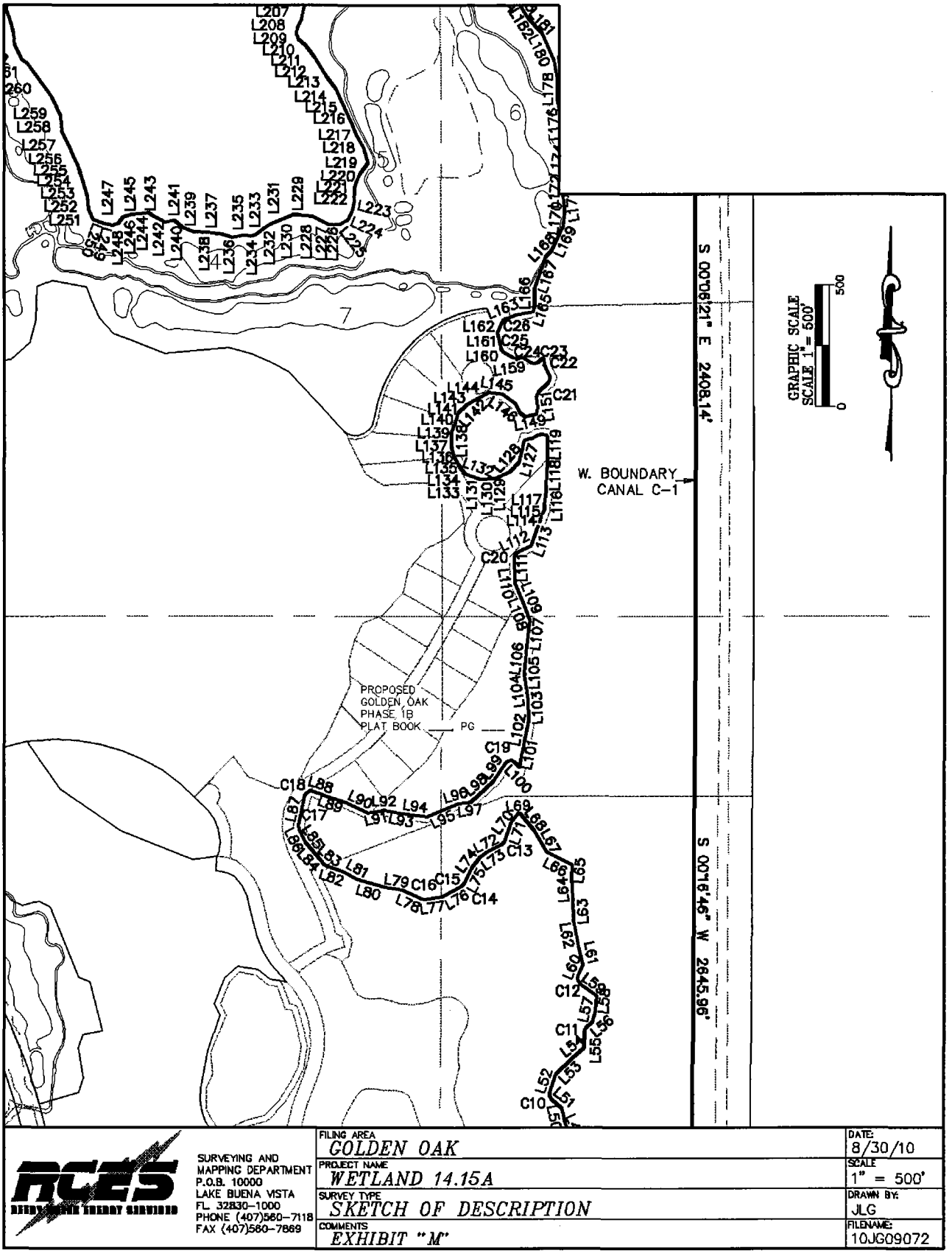
9043



SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE (407)560-7118 FAX (407)560-7869	FILING AREA: GOLDEN OAK	DATE: 8/30/10
	PROJECT NAME: WETLAND 14.15A	SCALE: 1" = 500'
	SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS: EXHIBIT "M"	FILENAME: 10JG09072

9044

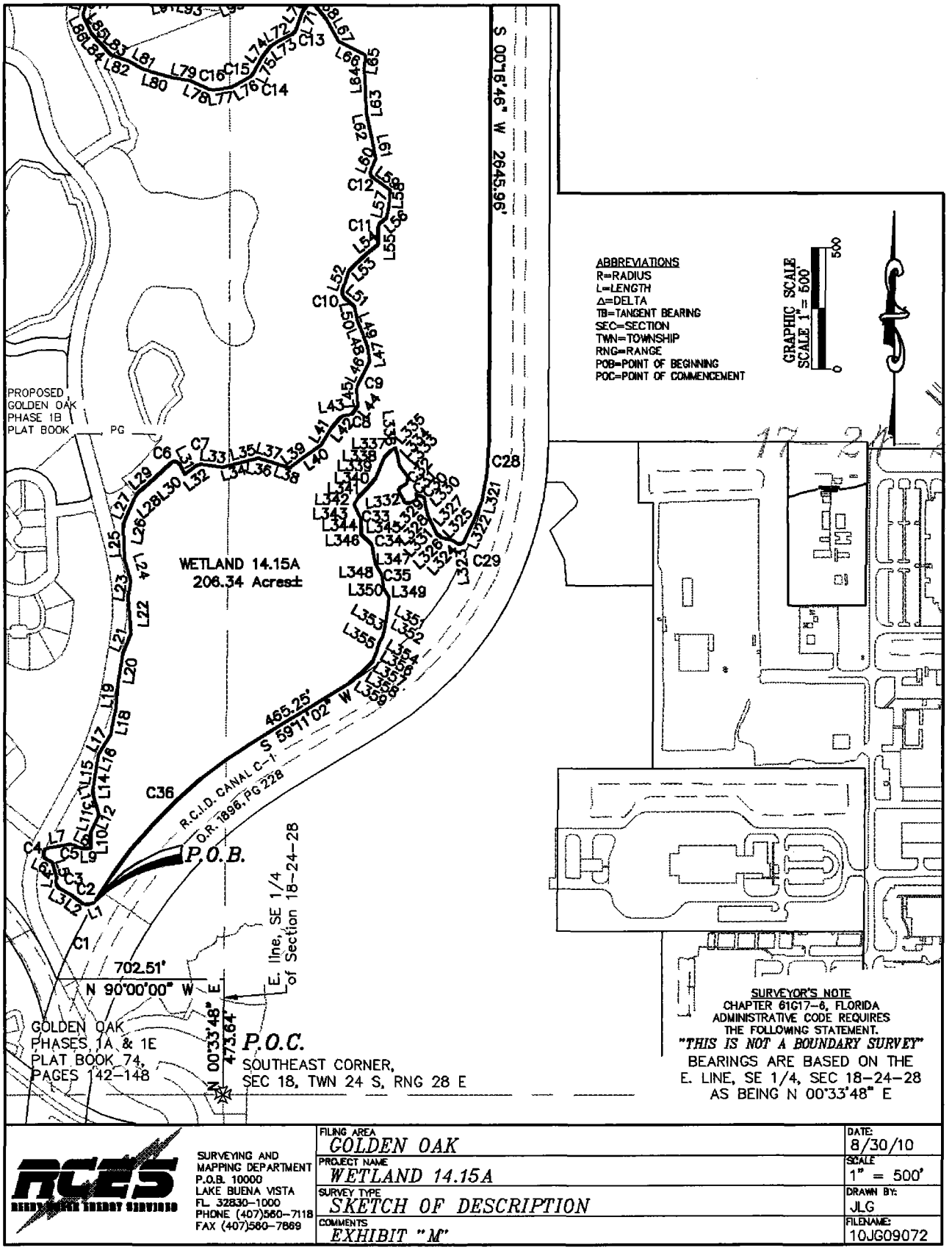
021382, 000014, 103483331.7
9/2/10



9045

Exhibit "M" - 7

021382, 000014, 103483331.7
9/2/10



RCES REEDY CREEK ENERGY SERVICES SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE (407)560-7118 FAX (407)560-7869	FILING AREA: GOLDEN OAK PROJECT NAME: WETLAND 14.15A SURVEY TYPE: SKETCH OF DESCRIPTION COMMENTS: EXHIBIT "M"	DATE: 8/30/10 SCALE: 1" = 500' DRAWN BY: JLG FILENAME: 10JG09072

9046

TANGENT TABLE

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L1	S 69°41'37" W	25.04	L61	N 12°17'47" W	80.92	L121	N 87°36'24" W	21.10
L2	N 53°49'23" W	66.29	L62	N 11°07'25" W	110.37	L122	S 79°30'18" W	24.09
L3	N 60°09'23" W	53.63	L63	N 02°30'31" W	93.02	L123	S 59°02'00" W	24.66
L4	N 07°23'53" E	18.14	L64	N 03°40'43" W	88.87	L124	S 80°11'12" W	8.86
L5	N 17°32'59" W	65.50	L65	N 04°47'03" E	55.65	L125	S 74°50'23" W	21.89
L6	N 64°28'01" W	25.48	L66	N 63°28'47" W	126.72	L126	S 14°08'15" W	54.21
L7	N 79°24'29" E	93.45	L67	N 29°54'22" W	107.30	L127	S 15°01'38" W	42.71
L8	S 61°49'38" E	36.36	L68	N 39°39'12" W	91.11	L128	S 40°58'30" W	54.86
L9	N 89°21'58" E	37.96	L69	S 86°47'53" W	11.57	L129	S 67°03'31" W	68.89
L10	N 00°09'26" E	61.95	L70	S 36°55'21" W	50.00	L130	S 88°09'58" W	68.53
L11	N 17°43'54" E	6.71	L71	S 19°39'13" W	83.91	L131	N 80°36'48" W	8.22
L12	N 25°23'58" E	78.46	L72	S 63°49'34" W	77.03	L132	N 71°13'06" W	50.60
L13	N 15°48'31" W	92.13	L73	S 56°21'25" W	27.21	L133	N 48°59'40" W	10.81
L14	N 00°42'26" W	8.10	L74	S 37°20'30" W	61.50	L134	N 37°59'48" W	45.22
L15	N 08°39'59" E	148.06	L75	S 27°07'38" W	73.43	L135	N 31°07'55" W	35.96
L16	N 20°47'31" E	9.38	L76	S 61°11'23" W	91.05	L136	N 15°39'49" W	45.31
L17	N 31°38'11" E	92.48	L77	S 81°34'21" W	72.18	L137	N 07°45'20" W	6.90
L18	N 11°00'12" E	111.44	L78	N 65°59'19" W	90.98	L138	N 00°10'37" E	51.79
L19	N 04°46'10" E	96.57	L79	N 80°17'12" W	76.83	L139	N 11°25'06" E	9.73
L20	N 09°38'45" E	130.82	L80	N 74°35'46" W	127.97	L140	N 22°40'25" E	36.41
L21	N 22°11'02" E	86.23	L81	N 60°08'57" W	67.88	L141	N 17°56'18" E	46.37
L22	N 03°08'09" W	151.73	L82	N 71°49'49" W	77.47	L142	N 45°32'31" E	46.42
L23	N 08°56'22" E	67.57	L83	N 51°15'11" W	9.12	L143	N 58°38'23" E	50.75
L24	N 16°23'52" W	92.70	L84	N 42°32'59" W	114.62	L144	N 62°18'18" E	61.89
L25	N 03°16'47" W	132.73	L85	N 34°20'21" W	7.08	L145	S 82°09'41" E	61.81
L26	N 09°56'27" E	11.43	L86	N 26°12'33" W	62.69	L146	S 53°37'28" E	70.75
L27	N 23°11'40" E	134.82	L87	N 12°03'19" E	131.15	L147	S 24°57'01" E	36.31
L28	N 48°23'36" E	9.74	L88	S 72°18'52" E	53.13	L148	S 46°06'26" E	28.29
L29	N 48°24'33" E	98.06	L89	S 71°58'47" E	97.36	L149	N 78°32'24" E	53.33
L30	N 47°40'44" E	87.60	L90	S 64°57'02" E	109.36	L150	N 14°35'21" E	27.70
L31	S 26°56'10" E	42.42	L91	N 78°53'43" E	66.39	L151	N 07°52'56" W	43.59
L32	N 53°54'47" E	60.60	L92	S 89°37'10" E	9.03	L152	N 46°47'58" E	58.30
L33	S 82°06'50" E	93.69	L93	S 79°12'16" E	73.11	L153	N 18°27'53" E	25.06
L34	N 74°18'15" E	73.07	L94	S 82°23'01" E	109.56	L154	N 27°34'12" W	47.50
L35	N 76°39'54" E	79.01	L95	N 67°00'09" E	142.62	L155	N 03°36'47" W	24.77
L36	S 82°18'14" E	6.72	L96	N 74°49'54" E	6.84	L156	N 89°58'58" W	9.98
L37	S 74°32'50" E	64.05	L97	N 82°42'22" E	51.41	L157	S 51°11'10" W	19.73
L38	S 71°04'02" E	69.32	L98	N 48°33'50" E	133.49	L158	N 59°14'30" W	40.62
L39	N 53°48'08" E	74.09	L99	N 33°32'48" E	94.06	L159	S 81°59'47" W	28.77
L40	N 55°03'46" E	90.57	L100	S 43°57'12" E	30.18	L160	N 60°46'01" W	44.00
L41	N 31°29'41" E	80.09	L101	N 10°55'40" E	109.26	L161	N 13°21'12" W	71.04
L42	N 40°50'08" E	57.55	L102	N 10°58'04" E	90.82	L162	N 22°40'14" E	47.90
L43	N 82°45'41" E	33.72	L103	N 01°34'37" W	86.48	L163	N 70°12'22" E	51.28
L44	N 36°17'56" E	42.05	L104	N 08°55'05" W	108.85	L164	N 79°12'32" E	73.82
L45	N 04°49'48" W	68.40	L105	N 01°12'36" W	6.68	L165	N 18°21'59" E	21.54
L46	N 26°15'38" E	120.60	L106	N 06°23'24" E	116.25	L166	N 00°41'35" W	78.20
L47	N 07°42'48" W	58.66	L107	N 06°26'09" E	107.58	L167	N 19°42'13" E	141.34
L48	N 22°00'33" W	72.59	L108	N 20°07'48" W	82.15	L168	N 44°22'09" E	39.46
L49	N 22°00'43" W	36.10	L109	N 23°16'14" W	89.41	L169	N 25°41'18" E	113.27
L50	N 11°47'44" W	63.25	L110	N 10°55'32" W	8.10	L170	N 07°29'02" E	59.82
L51	N 49°33'18" W	61.34	L111	N 01°47'17" W	100.33	L171	N 06°36'30" W	63.05
L52	N 18°33'54" E	84.90	L112	N 66°56'32" E	64.62	L172	N 04°32'31" E	45.39
L53	N 45°41'05" E	101.95	L113	N 19°02'00" E	84.55	L173	N 01°43'45" E	82.04
L54	N 51°00'40" E	63.02	L114	N 20°04'25" E	62.20	L174	N 09°23'47" E	45.47
L55	N 00°43'25" E	67.45	L115	N 22°20'01" E	17.61	L175	N 08°05'00" W	52.27
L56	N 48°39'31" E	36.19	L116	N 00°27'22" E	22.35	L176	N 05°40'33" W	52.31
L57	N 13°35'25" E	49.31	L117	N 09°51'20" E	57.40	L177	N 11°55'11" W	141.55
L58	N 04°42'15" E	64.42	L118	N 00°33'56" E	92.07	L178	N 00°09'29" E	88.07
L59	N 54°10'48" W	89.61	L119	N 00°33'53" E	139.30	L179	N 09°49'27" W	77.10
L60	N 23°54'52" E	51.77	L120	N 21°21'35" W	8.70	L180	N 24°42'38" W	126.34

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FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: WETLAND 14.15A	SCALE: 1" = 500'
SURVEY TYPE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "M"	FILENAME: 10JG09072

9047

TANGENT TABLE

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L181	N 43°19'40" W	85.70	L241	S 79°45'15" W	39.45	L301	N 48°10'02" E	29.22
L182	N 32°05'31" W	67.22	L242	N 63°11'53" W	64.22	L302	N 21°46'25" E	57.64
L183	N 34°34'49" W	51.00	L243	N 53°38'11" W	16.84	L303	N 36°47'13" E	126.36
L184	N 43°47'06" W	37.65	L244	S 82°54'50" W	39.26	L304	N 41°36'26" E	59.23
L185	N 60°25'27" W	35.30	L245	S 86°54'07" W	37.95	L305	N 62°58'38" E	77.30
L186	N 35°47'00" W	92.28	L246	S 72°41'40" W	36.57	L306	S 81°10'47" E	36.59
L187	N 46°05'29" W	42.35	L247	S 36°19'27" W	35.68	L307	N 44°28'33" E	66.22
L188	N 62°25'12" W	36.04	L248	S 71°33'25" W	26.16	L308	S 84°44'08" E	65.13
L189	N 86°14'33" W	43.75	L249	N 76°37'34" W	40.08	L309	S 76°45'56" E	62.45
L190	N 72°02'54" W	63.13	L250	N 69°22'49" W	49.28	L310	S 88°15'36" E	88.25
L191	N 83°46'14" W	38.85	L251	N 21°24'01" W	45.65	L311	N 57°10'33" E	63.45
L192	N 83°46'14" W	15.40	L252	N 06°54'05" W	53.61	L312	N 87°13'30" E	111.51
L193	N 61°34'41" W	40.63	L253	N 17°02'48" W	73.64	L313	S 38°55'23" E	64.14
L194	N 83°51'02" W	42.40	L254	N 18°34'24" W	56.74	L314	S 55°59'22" E	47.24
L195	N 65°50'38" W	62.56	L255	N 26°42'34" W	30.53	L315	N 82°54'16" E	53.09
L196	N 81°22'23" W	26.28	L256	N 24°51'12" W	74.27	L316	N 25°11'22" E	145.56
L197	S 52°10'15" W	95.98	L257	N 28°01'36" W	58.90	L317	S 28°21'00" E	366.87
L198	S 70°42'43" W	42.49	L258	N 02°36'03" W	67.75	L318	S 14°23'57" E	248.93
L199	S 62°22'17" W	77.40	L259	N 25°28'44" W	84.00	L319	S 24°39'11" W	356.42
L200	S 82°50'08" W	27.53	L260	N 36°09'01" W	182.48	L320	S 81°44'19" E	361.43
L201	S 72°04'59" W	38.52	L261	N 57°50'33" W	30.12	L321	S 23°32'09" W	76.39
L202	S 36°04'50" W	32.05	L262	N 25°10'54" W	66.33	L322	S 26°12'51" W	66.62
L203	S 62°12'01" W	63.10	L263	N 07°35'42" W	50.71	L323	S 29°14'03" W	37.01
L204	S 22°42'23" W	36.37	L264	N 14°50'11" W	45.11	L324	N 59°04'13" W	27.48
L205	S 54°29'07" W	51.99	L265	N 18°53'01" W	65.51	L325	N 76°40'59" W	49.20
L206	S 47°03'10" W	33.47	L266	N 05°23'00" E	46.62	L326	N 47°29'46" W	28.15
L207	S 17°16'36" W	42.04	L267	N 21°46'47" E	38.49	L327	N 25°21'19" W	83.21
L208	S 10°29'31" W	42.45	L268	N 06°28'29" W	45.45	L328	N 12°36'51" W	73.18
L209	S 24°25'33" W	41.51	L269	N 35°37'44" E	63.96	L329	N 70°48'50" W	35.23
L210	S 09°08'34" W	27.30	L270	N 15°07'16" E	58.00	L330	S 08°14'11" E	11.43
L211	S 25°23'55" E	22.91	L271	N 17°00'32" W	50.13	L331	S 70°20'38" W	24.32
L212	S 46°55'51" E	38.90	L272	N 12°58'01" E	48.00	L332	N 30°35'59" W	44.59
L213	S 38°54'18" E	60.72	L273	N 01°15'49" E	93.25	L333	N 59°21'13" E	29.26
L214	S 31°57'23" E	103.58	L274	N 26°00'05" W	44.22	L334	N 10°45'20" E	27.92
L215	S 39°11'29" E	65.04	L275	N 36°39'20" W	53.47	L335	N 36°31'35" W	60.88
L216	S 24°34'41" E	166.52	L276	N 07°08'10" W	67.64	L336	N 05°54'07" W	34.93
L217	S 21°01'25" E	43.71	L277	N 21°33'12" E	58.00	L337	N 15°39'24" W	39.63
L218	S 31°02'52" E	63.03	L278	N 43°47'57" E	55.91	L338	S 57°26'48" W	27.14
L219	S 15°28'34" E	68.56	L279	N 52°35'31" E	66.41	L339	S 45°58'52" W	36.66
L220	S 35°49'17" W	60.64	L280	N 73°54'31" E	73.89	L340	S 22°21'27" W	93.29
L221	S 20°17'08" W	56.36	L281	N 56°31'38" E	46.85	L341	S 41°46'30" W	60.68
L222	S 03°27'38" W	66.98	L282	N 60°47'05" E	44.77	L342	S 44°17'07" W	43.80
L223	S 14°05'36" W	31.36	L283	N 37°51'08" E	46.30	L343	S 29°40'10" W	39.41
L224	S 25°40'25" W	41.39	L284	N 20°47'42" E	74.20	L344	S 29°49'36" E	56.37
L225	S 57°12'03" W	38.10	L285	N 43°22'20" E	61.29	L345	S 01°00'04" E	62.46
L226	S 86°44'10" W	51.66	L286	N 27°14'02" E	54.16	L346	S 45°47'56" E	57.32
L227	N 63°46'27" W	80.59	L287	N 10°25'32" E	51.54	L347	S 10°34'42" E	77.15
L228	N 83°40'31" W	58.86	L288	N 46°59'25" E	65.89	L348	S 31°01'38" E	44.67
L229	S 88°45'38" W	24.38	L289	N 58°22'10" E	64.50	L349	S 11°56'16" E	61.76
L230	S 68°55'09" W	102.86	L290	N 80°06'06" E	58.35	L350	S 31°07'00" E	38.14
L231	S 55°39'05" W	42.70	L291	S 80°38'05" E	75.62	L351	S 06°54'04" W	49.97
L232	S 52°59'32" W	38.11	L292	S 57°30'09" E	65.01	L352	S 09°04'36" W	66.46
L233	S 72°21'55" W	16.58	L293	S 28°21'56" E	59.38	L353	S 10°57'09" W	46.89
L234	N 88°16'02" W	37.20	L294	S 57°19'03" E	24.70	L354	S 29°24'01" W	31.64
L235	S 82°09'19" W	47.72	L295	N 51°26'43" E	32.99	L355	S 17°33'33" W	38.56
L236	N 72°31'10" W	47.35	L296	N 89°50'26" E	71.89	L356	S 22°44'26" W	29.67
L237	N 84°38'46" W	64.39	L297	N 32°27'37" E	35.47	L357	S 18°54'16" W	12.56
L238	N 86°43'47" W	58.56	L298	N 42°34'54" E	104.00	L358	S 43°58'40" W	60.09
L239	N 68°36'19" W	54.70	L299	N 63°06'33" E	31.80	L359	S 49°55'35" W	76.47
L240	N 50°27'15" W	45.65	L300	N 41°01'06" E	42.37			

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FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: WETLAND 14.15A	SCALE: 1" = 500'
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "M"	FILENAME: 10JG09072

9048

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1975.00	10°21'59"	357.34	N 21°05'23" E
C2	25.00	56°29'00"	24.65	
C3	25.00	67°33'16"	29.48	
C4	25.00	143°52'30"	62.78	
C5	25.00	38°45'53"	16.91	
C6	25.00	105°23'07"	45.98	
C7	25.00	43°58'23"	19.19	
C8	25.00	41°55'33"	18.29	
C9	25.00	31°05'27"	13.57	
C10	25.00	68°07'12"	29.72	
C11	25.00	47°56'06"	20.92	
C12	25.00	78°05'40"	34.08	
C13	25.00	44°10'22"	19.27	
C14	25.00	34°03'45"	14.86	
C15	25.00	20°22'59"	8.89	
C16	25.00	32°26'19"	14.15	
C17	25.00	38°16'28"	16.70	
C18	25.00	95°37'49"	41.73	
C19	25.00	102°30'03"	44.72	
C20	25.00	68°43'50"	29.99	
C21	25.00	54°40'59"	23.86	N 07°52'59" W
C22	25.00	23°57'25"	10.45	N 27°34'13" W
C23	25.00	69°34'20"	30.36	S 51°11'12" W
C24	25.00	37°14'09"	16.25	S 81°59'50" W
C25	25.00	47°24'48"	20.69	N 60°46'01" W
C26	25.00	47°32'05"	20.74	N 22°40'15" E
C27	540.00	35°23'06"	333.50	S 64°48'38" E
C28	1146.50	12°41'48"	254.07	
C29	15.00	91°41'43"	24.01	
C30	15.00	78°34'49"	20.57	
C31	15.00	79°03'23"	20.70	
C32	15.00	89°57'12"	23.55	
C33	15.00	28°49'32"	7.55	
C34	15.00	35°13'14"	9.22	
C35	15.00	19°05'23"	5.00	
C36	1975.00	27°43'40"	955.79	

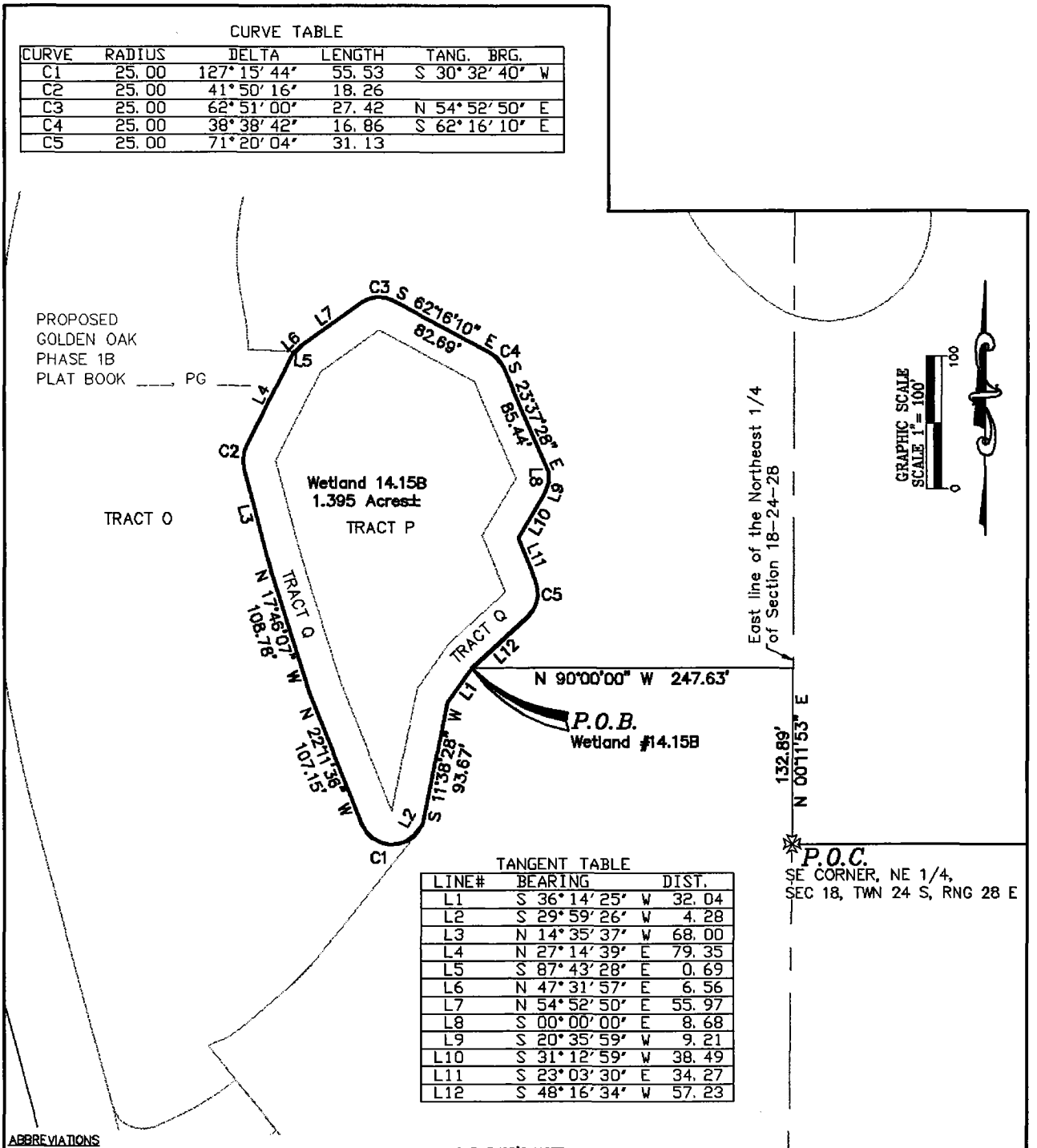
ACES
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FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: WETLAND 14.15A	SCALE: 1" = 500'
SURVEY TYPE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "M"	FILENAME: 10JG09072

9049

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	25.00	127°15'44"	55.53	S 30°32'40" W
C2	25.00	41°50'16"	18.26	
C3	25.00	62°51'00"	27.42	N 54°52'50" E
C4	25.00	38°38'42"	16.86	S 62°16'10" E
C5	25.00	71°20'04"	31.13	



TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 36°14'25" W	32.04
L2	S 29°59'26" W	4.28
L3	N 14°35'37" W	68.00
L4	N 27°14'39" E	79.35
L5	S 87°43'28" E	0.69
L6	N 47°31'57" E	6.56
L7	N 54°52'50" E	55.97
L8	S 00°00'00" E	8.68
L9	S 20°35'59" W	9.21
L10	S 31°12'59" W	38.49
L11	S 23°03'30" E	34.27
L12	S 48°16'34" W	57.23

ABBREVIATIONS
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

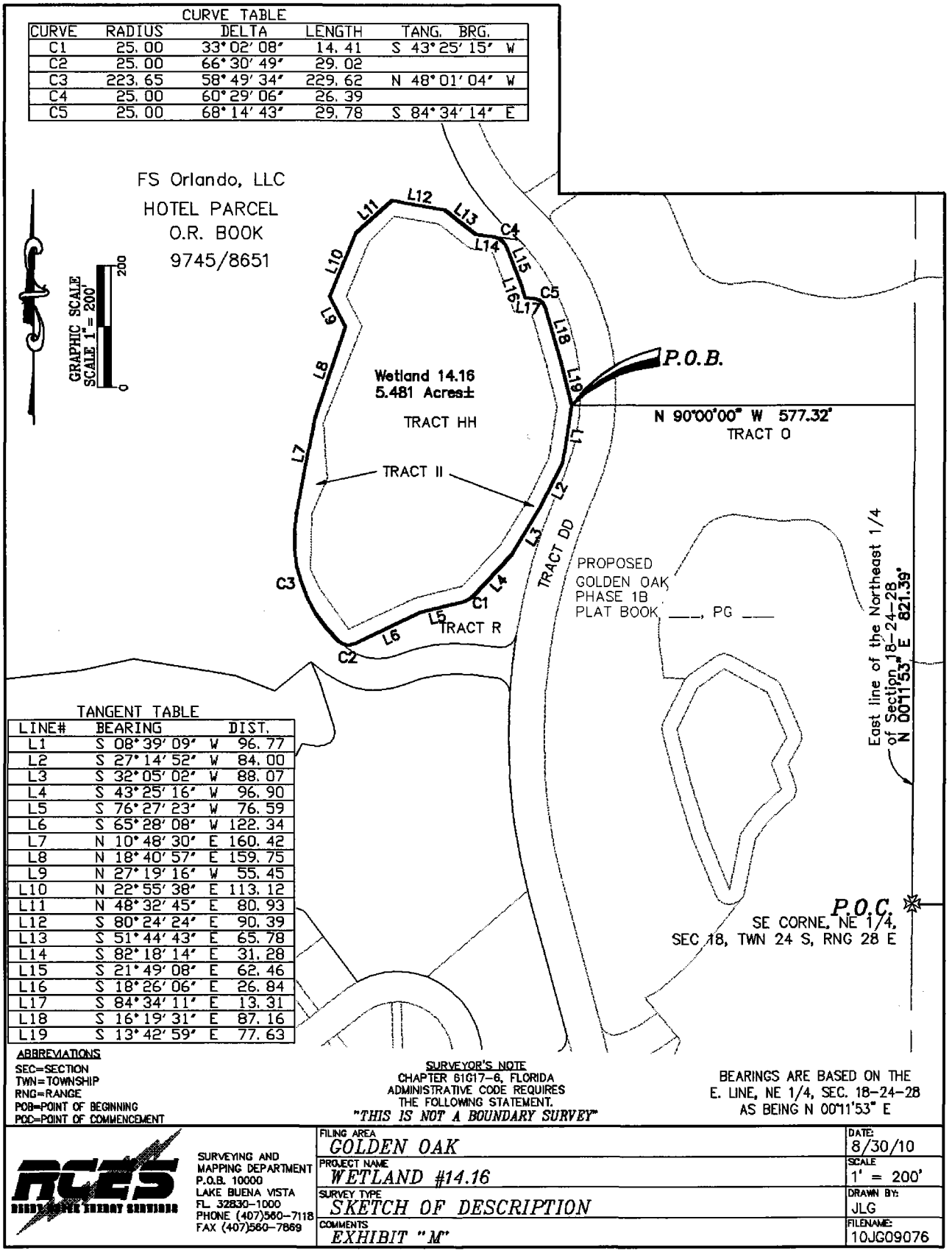
BEARINGS ARE BASED ON THE E. LINE, NE 1/4, SEC. 18-24-28 AS BEING N 00°11'53" E

ACES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

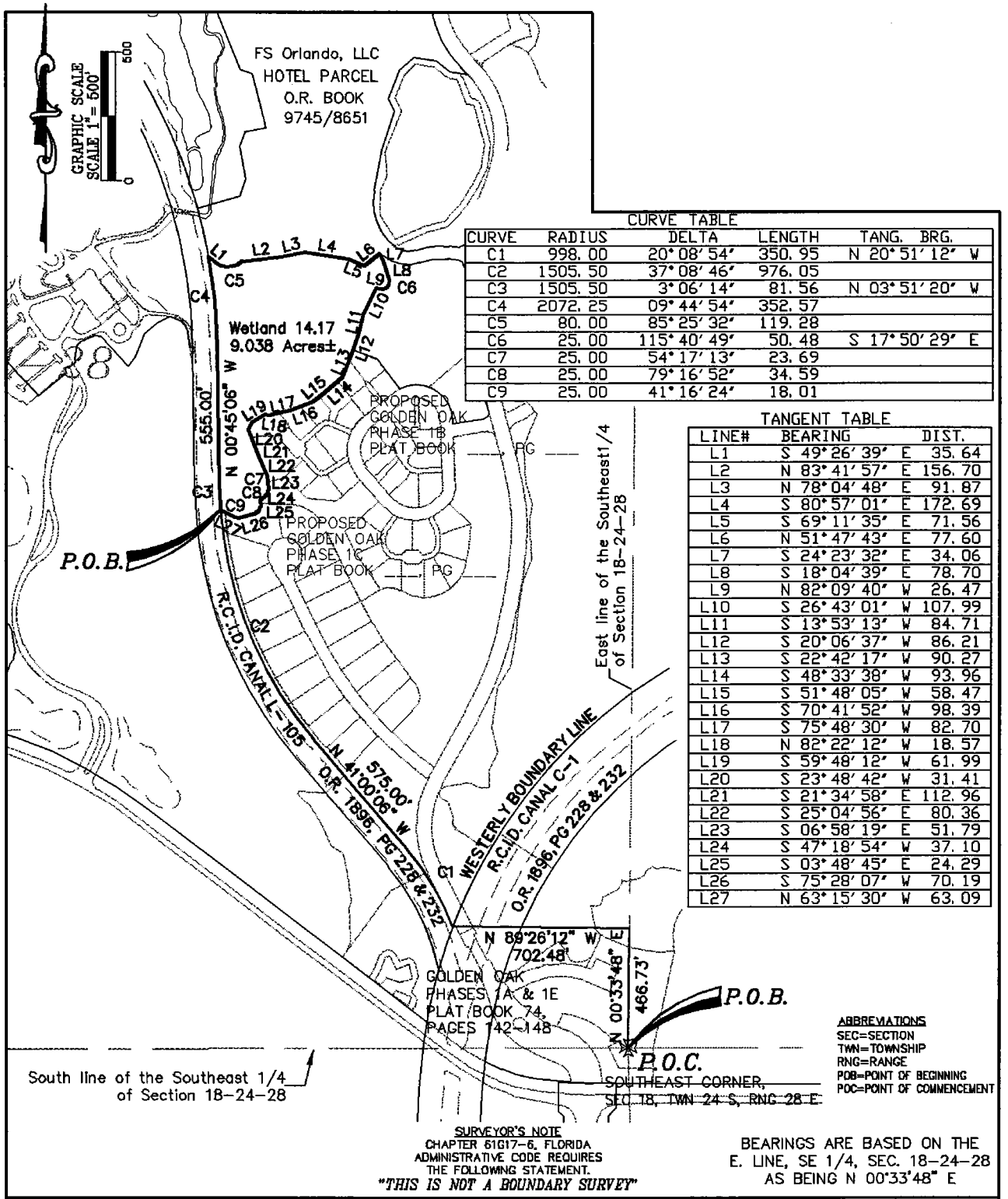
FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: WETLAND 14.15B	SCALE: 1" = 200'
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "M"	FILENAME: 10JG09077

9050

021382, 000014, 103483331.7
9/2/10


CURVE TABLE
CURVE | RADIUS | DELTA | LENGTH | TANG. BRG.
C1 | 25.00 | 33°02'08" | 14.41 | S 43°25'15" W
C2 | 25.00 | 66°30'49" | 29.02 |
C3 | 223.65 | 58°49'34" | 229.62 | N 48°01'04" W
C4 | 25.00 | 60°29'06" | 26.39 |
C5 | 25.00 | 68°14'43" | 29.78 | S 84°34'14" E
FS Orlando, LLC
HOTEL PARCEL
O.R. BOOK
9745/8651
GRAPHIC SCALE
SCALE 1" = 200'
200
0
Wetland 14.16
5.481 Acres±
TRACT HH
TRACT II
TRACT R
TRACT DD
P.O.B.
N 90°00'00" W 577.32'
TRACT O
PROPOSED
GOLDEN OAK
PHASE 1B
PLAT BOOK ___, PG ___
East line of the Northeast 1/4
of Section 18-24-28
N 00°11'53" E 821.39'
P.O.C.
SE CORNE. NE 1/4,
SEC 18, TWN 24 S, RNG 28 E
TANGENT TABLE
LINE# | BEARING | DIST.
L1 | S 08°39'09" W | 96.77
L2 | S 27°14'52" W | 84.00
L3 | S 32°05'02" W | 88.07
L4 | S 43°25'16" W | 96.90
L5 | S 76°27'23" W | 76.59
L6 | S 65°28'08" W | 122.34
L7 | N 10°48'30" E | 160.42
L8 | N 18°40'57" E | 159.75
L9 | N 27°19'16" W | 55.45
L10 | N 22°55'38" E | 113.12
L11 | N 48°32'45" E | 80.93
L12 | S 80°24'24" E | 90.39
L13 | S 51°44'43" E | 65.78
L14 | S 82°18'14" E | 31.28
L15 | S 21°49'08" E | 62.46
L16 | S 18°26'06" E | 26.84
L17 | S 84°34'11" E | 13.31
L18 | S 16°19'31" E | 87.16
L19 | S 13°42'59" E | 77.63
ABBREVIATIONS
SEC=SECTION
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RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE
E. LINE, NE 1/4, SEC. 18-24-28
AS BEING N 00°11'53" E
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA: GOLDEN OAK
PROJECT NAME: WETLAND #14.16
SURVEY TYPE: SKETCH OF DESCRIPTION
COMMENTS: EXHIBIT "M"
DATE: 8/30/10
SCALE: 1" = 200'
DRAWN BY: JLG
FILENAME: 10JG09076

9051



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	998.00	20°08'54"	350.95	N 20°51'12" W
C2	1505.50	37°08'46"	976.05	
C3	1505.50	3°06'14"	81.56	N 03°51'20" W
C4	2072.25	09°44'54"	352.57	
C5	80.00	85°25'32"	119.28	
C6	25.00	115°40'49"	50.48	S 17°50'29" E
C7	25.00	54°17'13"	23.69	
C8	25.00	79°16'52"	34.59	
C9	25.00	41°16'24"	18.01	

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 49°26'39" E	35.64
L2	N 83°41'57" E	156.70
L3	N 78°04'48" E	91.87
L4	S 80°57'01" E	172.69
L5	S 69°11'35" E	71.56
L6	N 51°47'43" E	77.60
L7	S 24°23'32" E	34.06
L8	S 18°04'39" E	78.70
L9	N 82°09'40" W	26.47
L10	S 26°43'01" W	107.99
L11	S 13°53'13" W	84.71
L12	S 20°06'37" W	86.21
L13	S 22°42'17" W	90.27
L14	S 48°33'38" W	93.96
L15	S 51°48'05" W	58.47
L16	S 70°41'52" W	98.39
L17	S 75°48'30" W	82.70
L18	N 82°22'12" W	18.57
L19	S 59°48'12" W	61.99
L20	S 23°48'42" W	31.41
L21	S 21°34'58" E	112.96
L22	S 25°04'56" E	80.36
L23	S 06°58'19" E	51.79
L24	S 47°18'54" W	37.10
L25	S 03°48'45" E	24.29
L26	S 75°28'07" W	70.19
L27	N 63°15'30" W	63.09

ABBREVIATIONS
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

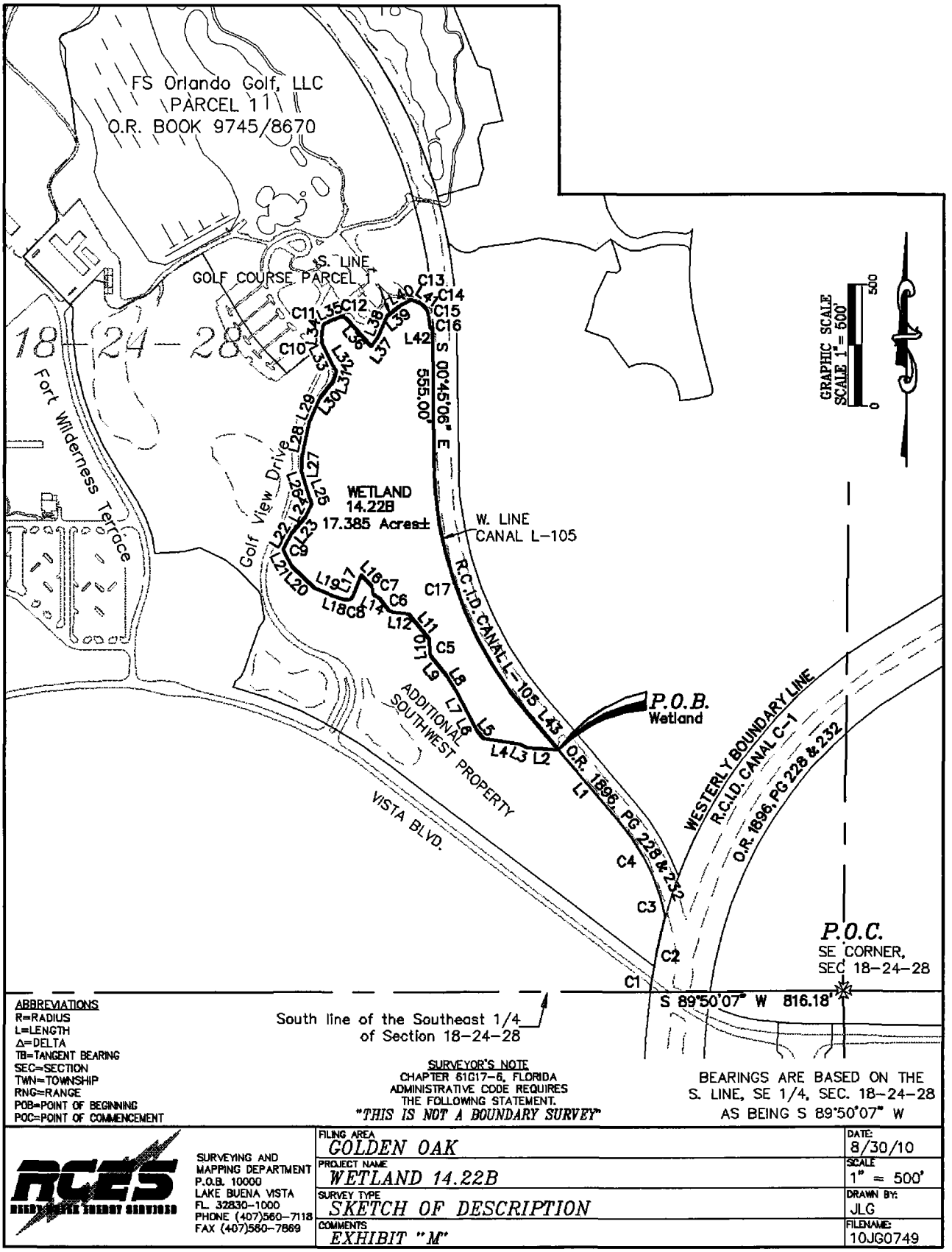
SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE
E. LINE, SE 1/4, SEC. 18-24-28
AS BEING N 00°33'48" E

RCES
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: WETLAND 14.17	SCALE: 1" = 500'
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "M"	FILENAME: 10JG0752

9052



ABBREVIATIONS
R=RADIUS
L=LENGTH
Δ=DELTA
TB=TANGENT BEARING
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

South line of the Southeast 1/4 of Section 18-24-28

SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE S. LINE, SE 1/4, SEC. 18-24-28 AS BEING S 89°50'07" W

RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: WETLAND 14.22B	SCALE: 1" = 500'
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "M"	FILENAME: 10JG0749

9053

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 41°00'06" W	381.61
L2	N 87°15'41" W	130.57
L3	N 63°21'34" W	33.90
L4	N 81°08'52" W	154.09
L5	N 39°33'00" W	38.53
L6	N 28°54'14" W	86.79
L7	N 28°30'43" W	101.63
L8	N 32°36'46" W	77.00
L9	N 39°30'36" W	98.30
L10	N 02°15'56" W	56.50
L11	N 39°36'59" W	135.27
L12	N 85°04'00" W	67.65
L13	N 38°23'30" W	64.62
L14	N 64°16'05" W	16.33
L15	N 05°37'20" W	20.54
L16	N 44°31'28" W	62.56
L17	S 23°42'54" W	95.95
L18	N 71°30'56" W	65.59
L19	N 67°45'46" W	71.42
L20	N 47°09'12" W	129.61
L21	N 28°09'10" W	67.04
L22	N 30°07'52" E	66.18
L23	N 41°27'39" E	82.62
L24	N 28°03'16" E	61.53
L25	N 21°03'09" W	47.93
L26	N 17°13'11" W	99.26
L27	N 00°32'57" E	48.45
L28	N 12°21'10" E	151.79
L29	N 23°46'35" E	109.94
L30	N 39°26'51" E	91.52
L31	N 17°00'45" E	45.16
L32	N 34°56'26" W	27.03
L33	N 26°29'23" W	104.81
L34	N 08°29'54" E	48.36
L35	N 67°41'07" E	62.92
L36	S 42°49'15" E	158.01
L37	N 36°13'21" E	48.89
L38	N 22°45'12" E	91.63
L39	N 52°12'17" E	66.88
L40	N 62°45'08" E	57.61
L41	S 56°50'08" E	9.40
L42	N 89°14'54" E	8.57
L43	S 41°00'06" E	193.39

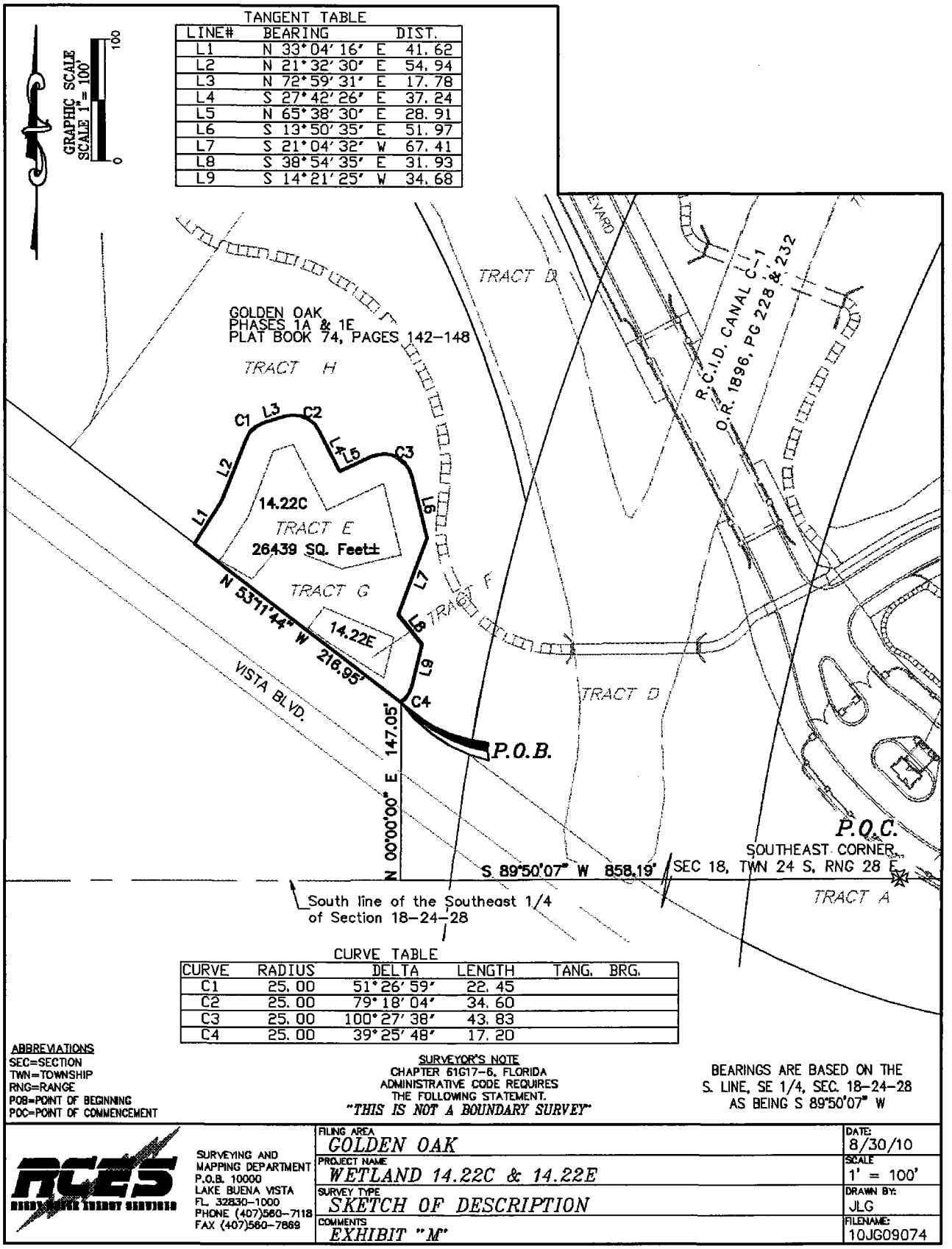
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	3289.02	00°17'07"	16.37	N 07°00'52" E
C2	1975.00	08°45'46"	302.06	N 07°17'58" E
C3	898.00	04°56'07"	77.35	N 12°17'03" W
C4	898.00	23°46'56"	372.74	N 17°13'10" W
C5	25.00	37°14'40"	16.25	N 39°30'36" W
C6	25.00	46°40'29"	20.37	N 85°04'00" W
C7	25.00	58°38'45"	25.59	N 64°16'05" W
C8	25.00	84°46'10"	36.99	S 23°42'54" W
C9	25.00	58°17'03"	25.43	N 28°09'10" W
C10	24.99	35°00'02"	15.27	N 26°30'09" W
C11	24.99	57°42'22"	25.17	N 09°58'45" E
C12	25.00	57°54'58"	25.27	N 69°59'31" E
C13	95.08	24°56'49"	41.40	S 81°46'57" E
C14	51.81	24°30'18"	22.16	S 56°50'08" E
C15	67.28	19°18'45"	22.68	S 32°19'50" E
C16	343.56	10°10'20"	61.00	S 13°01'05" E
C17	1605.50	40°15'00"	1127.86	S 00°45'06" E

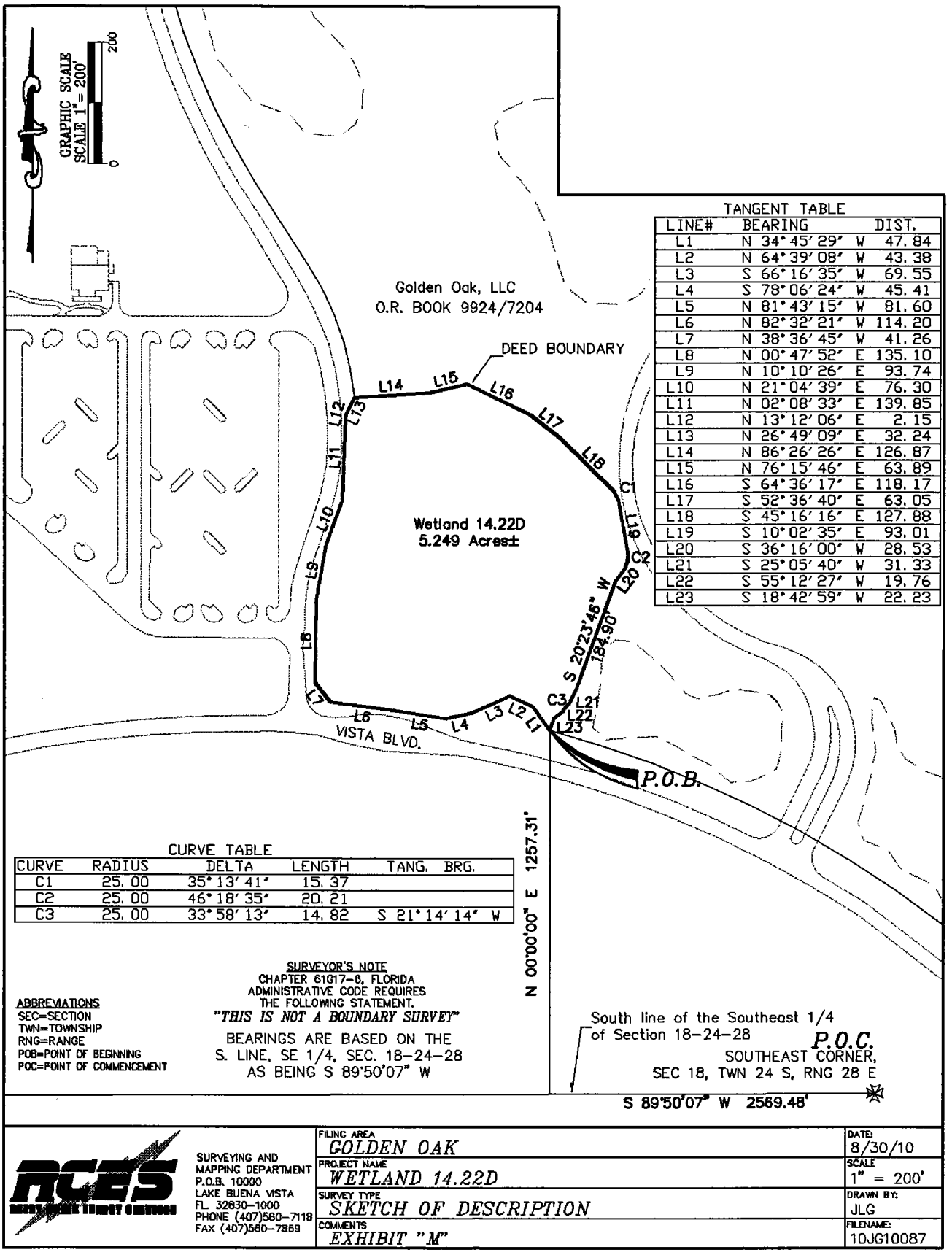
RCES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: WETLAND 14.22B	SCALE: 1" = 500'
SURVEY TYPE: TABLES	DRAWN BY: JLG
COMMENTS: EXHIBIT "M"	FILENAME: 10JG0749

9054


TANGENT TABLE
LINE# BEARING DIST.
L1 N 33°04'16" E 41.62
L2 N 21°32'30" E 54.94
L3 N 72°59'31" E 17.78
L4 S 27°42'26" E 37.24
L5 N 65°38'30" E 28.91
L6 S 13°50'35" E 51.97
L7 S 21°04'32" W 67.41
L8 S 38°54'35" E 31.93
L9 S 14°21'25" W 34.68
GRAPHIC SCALE
SCALE 1" = 100'
100
0
GOLDEN OAK
PHASES 1A & 1E
PLAT BOOK 74, PAGES 142-148
TRACT H
TRACT D
TRACT F
TRACT G
TRACT E
TRACT A
14.22C
26439 SQ. Feet±
14.22E
C1
C2
C3
C4
L1
L2
L3
L4
L5
L6
L7
L8
L9
N 53°11'44" W 216.95'
VISTA BLVD.
R.C.I.D. CANAL C-1
O.R. 1896, PG 228 & 232
P.O.B.
P.O.C.
SOUTHEAST CORNER,
SEC 18, TWN 24 S, RNG 28 E
N 00°00'00" E 147.05'
S 89°50'07" W 858.19'
South line of the Southeast 1/4
of Section 18-24-28
CURVE TABLE
CURVE RADIUS DELTA LENGTH TANG. BRG.
C1 25.00 51°26'59" 22.45
C2 25.00 79°18'04" 34.60
C3 25.00 100°27'38" 43.83
C4 25.00 39°25'48" 17.20
ABBREVIATIONS
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RNG=RANGE
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SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA
ADMINISTRATIVE CODE REQUIRES
THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE
S. LINE, SE 1/4, SEC. 18-24-28
AS BEING S 89°50'07" W
SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869
FILING AREA
GOLDEN OAK
PROJECT NAME
WETLAND 14.22C & 14.22E
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS
EXHIBIT "M"
DATE:
8/30/10
SCALE
1" = 100'
DRAWN BY:
JLG
FILENAME:
10JG09074

9055



TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 34°45'29" W	47.84
L2	N 64°39'08" W	43.38
L3	S 66°16'35" W	69.55
L4	S 78°06'24" W	45.41
L5	N 81°43'15" W	81.60
L6	N 82°32'21" W	114.20
L7	N 38°36'45" W	41.26
L8	N 00°47'52" E	135.10
L9	N 10°10'26" E	93.74
L10	N 21°04'39" E	76.30
L11	N 02°08'33" E	139.85
L12	N 13°12'06" E	2.15
L13	N 26°49'09" E	32.24
L14	N 86°26'26" E	126.87
L15	N 76°15'46" E	63.89
L16	S 64°36'17" E	118.17
L17	S 52°36'40" E	63.05
L18	S 45°16'16" E	127.88
L19	S 10°02'35" E	93.01
L20	S 36°16'00" W	28.53
L21	S 25°05'40" W	31.33
L22	S 55°12'27" W	19.76
L23	S 18°42'59" W	22.23

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	25.00	35°13'41"	15.37	
C2	25.00	46°18'35"	20.21	
C3	25.00	33°58'13"	14.82	S 21°14'14" W

ABBREVIATIONS
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RNG=RANGE
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SURVEYOR'S NOTE
CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
"THIS IS NOT A BOUNDARY SURVEY"
BEARINGS ARE BASED ON THE S. LINE, SE 1/4, SEC. 18-24-28 AS BEING S 89°50'07" W

ACES
SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FILING AREA: GOLDEN OAK	DATE: 8/30/10
PROJECT NAME: WETLAND 14.22D	SCALE: 1" = 200'
SURVEY TYPE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: EXHIBIT "M"	FILENAME: 10JG10087

9056

DESCRIPTION

Wetland 7.23

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 18, run along the West line of the Northwest 1/4 of said Section 18, S 00°00'21" W, 1835.77 feet; thence N 90°00'00" E, 1641.51 feet to the Point of Beginning, thence N 00°00'00" E, 1163.58 feet to a point on the Westerly boundary of Canal L-105 as recorded in Official Records Book 1896, Pages 228 and 232 of the Public Records of this County and a non-tangent curve concave Northeasterly having a radius of 1631.34 feet, and a central angle of 21°56'03"; thence from a tangent bearing of S 51°59'00" E run Southeasterly along the arc of said curve and Canal, 624.52 feet to a point on the boundary of a deed in favor of FS Orlando Golf, LLC recorded in Official Records Book 9745, Page 8670 of the Public Records of this County; thence run along said boundary the following courses; S 16°05'14" W, 31.73 feet; S 30°20'55" W, 72.69 feet; S 26°32'38" E, 36.77 feet; S 71°33'54" E, 34.28 feet; S 48°00'46" E, 31.84 feet; S 10°47'03" E, 46.07 feet; S 14°55'53" W, 32.62 feet; S 29°21'28" W, 32.28 feet; S 14°55'53" W, 25.99 feet; S 19°26'24" W, 35.31 feet; S 42°08'15" W, 55.51 feet; S 62°31'32" W, 53.72 feet; S 73°44'23" W, 44.53 feet; S 66°48'05" W, 21.56 feet; S 34°41'43" W, 21.12 feet; S 32°18'07" E, 48.23 feet; S 01°32'39" E, 69.34 feet; S 08°20'07" E, 47.53 feet; S 10°51'22" E, 91.24 feet; S 06°49'36" E, 158.12 feet to a point of curvature of a curve concave Westerly having a radius of 98.88 feet, and a central angle of 31°20'12"; run Southerly along the arc of said curve, 54.08 feet; to a point of compound curvature of a curve concave Northwesterly having a radius of 116.01 feet, and a central angle of 21°26'29"; run Southwesterly along the arc of said curve, 43.41 feet; S 45°57'06" W, 33.23 feet; S 39°41'39" W, 52.97 feet to a point on a non-tangent curve concave Easterly having a radius of 78.28 feet, and a central angle of 58°27'24"; from a tangent bearing of S 40°13'00" W run Southerly along the arc of said curve, 79.87 feet; S 21°47'11" E, 31.17 feet; S 17°20'15" E, 26.93 feet; S 15°56'14" E, 22.56 feet; S 01°26'27" W, 22.53 feet; S 06°57'00" W, 23.75 feet; S 44°50'36" W, 54.40 feet; thence departing said deed run N 44°56'05" W, 474.96 feet to the Point of Beginning, containing 12.855 Acres, more or less.

Together with:

Wetland 9.1

A parcel of land lying in Section 17, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 17, run along the West line of the Southwest 1/4 of said Section 17, N 00°33'48" E, 1062.53 feet to a point on the Easterly boundary of Reedy Creek Improvement District (RCID) Canal C-1 as described in as recorded in Official Records Book 1896, Pages 228 and 232 of the Public Records of this County and a point on a non-tangent curve concave Southeasterly having a radius of 1725.00 feet, and a central angle of 10°18'12"; thence from a tangent bearing of N 48°52'51" E run Northeasterly along the arc of said curve, 310.20 feet; thence continue along said Canal the following two courses; N 59°11'02" E, 498.10 feet to a point of curvature of a curve concave Northwesterly having a radius of 1396.50 feet, and a central angle of 18°40'10"; thence run Northeasterly along the arc of said curve, 455.04 feet to a point in common with the **Additional Southeast Property** as described in Exhibit I of this document and to the Point of Beginning; thence run along said Parcel the following courses; S 00°29'12" W, 43.85 feet; S 08°27'07" E, 7.55 feet; S 17°08'27" E, 55.44 feet; S 14°38'10" E, 57.23 feet; S 23°58'33" E, 69.40 feet; S 22°00'55" E, 66.19 feet; S 31°01'36" E, 7.82 feet; S 46°48'37" E, 35.59 feet; S 45°17'14" E, 56.45 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 51°23'48"; run Easterly along the arc of said curve, 22.43 feet; N 83°18'58" E, 51.28 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 111°22'51"; run Northeasterly along the arc of said curve, 48.60 feet; N 28°03'53" W, 31.25 feet; N 65°08'17" E, 23.02 feet; S 76°43'41" E, 11.33 feet to a point of curvature of a curve concave Northerly having a

radius of 25.00 feet, and a central angle of 47°38'36"; run Easterly along the arc of said curve, 20.79 feet; N 55°37'43" E, 14.31 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 45°37'05"; run Northeasterly along the arc of said curve, 19.90 feet; N 10°00'38" E, 22.67 feet; N 52°41'06" E, 13.91 feet; N 78°02'32" E, 28.62 feet; N 70°33'36" E, 6.49 feet; N 63°08'03" E, 34.08 feet; N 51°33'48" E, 10.02 feet; N 29°47'12" E, 83.40 feet; N 36°44'25" E, 32.68 feet; N 86°17'52" E, 62.39 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 105°25'37"; run Northeasterly along the arc of said curve, 46.00 feet; N 19°07'45" W, 40.32 feet; N 01°39'19" W, 51.58 feet; N 10°50'41" W, 7.97 feet; N 24°23'05" W, 55.95 feet; N 15°14'28" W, 39.45 feet; N 23°49'21" W, 7.48 feet; N 32°26'27" W, 50.63 feet; N 30°25'01" W, 44.20 feet; N 39°06'44" W, 7.51 feet; N 47°42'25" W, 59.89 feet; N 57°31'36" W, 65.30 feet; N 69°43'44" E, 76.48 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 21°53'28"; run Northeasterly along the arc of said curve, 9.55 feet to a point on the boundary of the **Employee Parking** parcel as described in a deed in favor of FS Orlando, LLC and recorded in Official Records Book 9745, Page 8651 of the Public Records of this County; thence departing said **Additional Southeast Property** run along said **Employee Parking** parcel the following courses; N 05°16'59" W, 88.19 feet; N 26°33'54" W, 135.35 feet; N 47°32'44" E, 146.69 feet; N 11°28'34" E, 24.04 feet to a point of curvature of a curve concave Westerly having a radius of 15.00 feet, and a central angle of 52°09'22"; run Northerly along the arc of said curve, 13.65 feet; N 40°40'48" W, 82.81 feet; N 90°00'00" W, 73.87 feet to a point on the aforementioned Canal C-1, and a point on a non-tangent curve concave Northwesterly having a radius of 1396.50 feet, and a central angle of 33°20'56"; thence departing said **Employee Parking** parcel from a tangent bearing of S 07°09'56" W run Southwesterly along the arc of said curve and Canal, 812.83 feet to the Point of Beginning, containing 6.48 acres, more or less.

Together with:

Wetland 14.11 & 14.13

A parcel of land lying in Sections 7, 8 and 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 7, run along the East line of the Southeast 1/4 of said Section 7, N 00°10'29" W, 319.09 feet, to a point on the Reedy Creek Improvement District (RCID) jurisdictional boundary as described in RCID resolution 485, 499 and 501, and the Point of Beginning; thence follow said RCID jurisdictional boundary the following courses; S 64°40'36" W, 76.48 feet; S 40°45'31" W, 117.42 feet; S 13°26'03" W, 97.39 feet; S 42°14'20" W, 133.97 feet; S 68°59'11" W, 89.71 feet; S 28°50'44" W, 77.77 feet; S 14°52'47" W, 88.32 feet; S 01°59'26" E, 106.28 feet; S 24°42'45" W, 241.59 feet; S 36°55'50" W, 126.64 feet; S 24°03'44" W, 71.01 feet, to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 40°55'46"; run Southwesterly along the arc of said curve, 17.86 feet; S 64°59'30" W, 91.69 feet, to a point on a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 46°29'32"; from a tangent bearing of S 64°59'30" W run Westerly along the arc of said curve, 20.29 feet; N 68°30'58" W, 131.37 feet; N 34°57'27" W, 145.41 feet; N 10°44'04" W, 144.10 feet; N 10°34'18" E, 129.55 feet; N 44°03'35" E, 129.67 feet; N 86°35'32" E, 100.03 feet; N 62°48'18" E, 100.08 feet; N 58°16'14" E, 95.99 feet; N 15°01'47" E, 86.03 feet; N 14°30'32" W, 104.94 feet; N 03°06'23" W, 111.09 feet; N 07°32'42" E, 68.01 feet; N 15°14'13" W, 80.67 feet; N 87°12'48" W, 40.11 feet; S 77°42'57" W, 84.88 feet; S 74°44'47" W, 66.79 feet; S 35°20'27" W, 90.33 feet; S 22°58'13" W, 87.94 feet; S 20°05'22" W, 168.18 feet; S 65°39'23" W, 108.46 feet; N 79°02'16" W, 146.86 feet; S 44°41'24" W, 85.24 feet; S 66°58'59" W, 80.82 feet; N 89°03'00" W, 96.88 feet; S 84°18'13" W, 51.79 feet; S 77°56'53" W, 116.91 feet; S 70°14'00" W, 73.68 feet, to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 45°53'12"; run Westerly along the arc of said curve, 20.02 feet; N 63°52'48" W, 152.68 feet; N 71°49'57" W, 91.32 feet; N 56°38'48" W, 106.72 feet; N 37°38'37" W, 96.72 feet; N 69°48'38" W, 85.22 feet; N 85°15'14" W, 95.72 feet; N 76°56'11" W, 104.56 feet; thence departing said boundary run along the boundary of **Golf Course Parcel 2** as described in a deed in favor of FS Orlando Golf, LLC and recorded in Official Records Book 9745, Page 8670 of the Public Records of this County the following courses; N 75°17'28" W, 36.21 feet; N 60°14'22" W, 101.75 feet; N 53°57'24" W, 79.97 feet; N 51°29'36" W, 126.57 feet; N

55°23'05" W, 207.94 feet; N 61°13'36" W, 82.72 feet; N 73°39'09" W, 132.44 feet; S 73°26'06" W, 209.71 feet; S 75°01'04" W, 170.99 feet; S 85°15'31" W, 89.44 feet; S 18°38'24" W, 430.38 feet; S 00°35'27" W, 10.07 feet; S 00°35'27" W, 121.73 feet; S 17°52'43" E, 119.71 feet; S 63°21'16" E, 92.62 feet; S 41°37'30" E, 163.95 feet; S 64°52'40" E, 129.23 feet; N 88°05'54" E, 142.94 feet; N 72°48'58" E, 173.24 feet; S 71°25'45" E, 114.48 feet; S 48°18'14" E, 117.51 feet; S 36°42'24" E, 178.43 feet; S 22°11'25" E, 112.93 feet; S 00°16'39" W, 88.47 feet; S 21°28'58" W, 96.27 feet; S 05°32'31" W, 22.28 feet; S 22°51'08" W, 55.18 feet, to a point on the Northerly boundary of Canal L-105 as recorded in Official Records Book 1896, Page 232 of the Public Records of this County and a point on a non-tangent curve concave Southerly having a radius of 955.13 feet, and a central angle of 01°49'25"; thence from a tangent bearing of N 75°20'51" W run Westerly along the arc of said curve and Canal, 30.40 feet; thence continue along said Canal the following two courses; N 77°10'16" W, 428.15 feet, to a point of curvature of a curve concave Northeasterly having a radius of 1531.34 feet, and a central angle of 28°10'30"; run Northwesterly along the arc of said curve, 753.03 feet; thence N 00°00'00" E, 569.43 feet, to a point on the North line of the on the Northwest 1/4 of said Section 18; thence entering said Section 7 run N 00°00'00" E, 5016.28 feet; thence run along the Southerly boundary of RCID Levee D-8 as described in Official Records Book 1896, Page 228 of the Public Records of this County, S 65°15'58" E, 401.67 feet; thence S 01°02'48" W, 15.00 feet; thence S 03°19'54" E, 34.06 feet; thence S 14°13'26" W, 36.01 feet; thence S 07°53'20" E, 58.99 feet; thence S 08°58'21" E, 43.16 feet; thence S 13°20'11" W, 50.59 feet; thence run along the boundary of **Golf Course Parcel 3** as described in a deed in favor of FS Orlando Golf, LLC and recorded in Official Records Book 9745, Page 8670 of the Public Records of this County the following courses; S 12°50'04" E, 107.50 feet; S 18°53'28" E, 87.14 feet; S 26°32'04" E, 58.70 feet; S 04°06'21" E, 38.37 feet; S 20°54'13" E, 102.82 feet; S 14°33'57" E, 32.44 feet; S 24°12'47" E, 23.39 feet; S 44°17'18" E, 32.93 feet; S 49°41'02" E, 55.31 feet, to a point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, and a central angle of 44°12'40"; run Southeasterly along the arc of said curve, 11.57 feet; S 05°28'22" E, 44.66 feet; S 11°08'04" W, 35.97 feet; S 38°36'46" W, 8.73 feet; S 05°33'20" E, 100.31 feet; S 18°13'00" E, 57.90 feet; S 15°43'36" E, 228.39 feet; S 09°43'37" W, 88.61 feet; S 19°40'55" W, 162.04 feet; S 71°34'36" W, 98.02 feet; S 31°10'52" W, 86.74 feet; S 11°04'05" W, 61.18 feet; S 19°45'26" W, 91.12 feet; S 31°46'43" E, 53.35 feet; S 03°20'01" W, 125.51 feet; S 10°39'10" E, 174.55 feet; S 05°59'21" W, 102.29 feet; S 37°08'54" E, 56.20 feet; S 04°36'32" E, 44.21 feet; S 32°20'44" E, 49.02 feet; S 08°25'04" E, 43.96 feet; S 20°03'05" E, 159.49 feet; S 51°18'46" E, 29.70 feet; S 04°17'10" E, 56.77 feet; S 62°24'03" E, 59.88 feet; S 37°31'27" E, 204.70 feet; S 87°48'27" E, 102.80 feet; S 56°00'40" E, 106.90 feet; S 13°00'18" E, 100.80 feet; S 26°08'40" E, 88.00 feet; S 09°03'33" E, 55.17 feet, to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 75°22'17"; run Southwesterly along the arc of said curve, 32.89 feet; S 66°18'44" W, 35.72 feet; S 82°47'39" W, 99.39 feet; S 26°46'00" W, 82.37 feet; S 11°26'30" W, 132.39 feet; S 07°28'56" W, 104.71 feet; S 18°32'09" E, 152.74 feet; S 32°58'24" E, 100.00 feet; S 48°38'49" E, 236.42 feet; S 35°06'37" E, 172.82 feet; S 80°43'53" E, 61.48 feet; S 89°20'42" E, 101.48 feet; N 84°30'57" E, 88.49 feet; N 56°12'02" E, 165.05 feet; N 71°43'03" E, 193.61 feet; N 85°27'39" E, 95.21 feet; N 48°16'19" E, 108.11 feet; N 15°12'54" E, 101.26 feet; N 02°56'53" E, 141.31 feet; N 68°47'16" E, 72.23 feet; S 79°26'27" E, 148.96 feet; S 18°31'51" E, 55.33 feet; S 24°40'40" E, 85.40 feet; S 42°35'52" E, 91.24 feet; S 69°40'53" E, 82.47 feet; S 68°49'10" E, 156.59 feet; N 84°54'15" E, 280.88 feet; S 75°08'14" E, 101.81 feet; S 66°41'53" E, 97.00 feet; S 61°11'12" E, 80.83 feet; S 43°43'14" E, 336.30 feet; thence departing said **Golf Course Parcel 3** run along the aforesaid RCID jurisdictional boundary the following courses; S 43°40'58" E, 16.92 feet; S 34°38'32" E, 8.13 feet; S 25°16'40" E, 86.79 feet; S 28°57'56" E, 106.03 feet; S 58°01'53" E, 87.73 feet; N 85°59'29" E, 134.58 feet, to a point on a non-tangent curve concave Southerly having a radius of 425.00 feet, and a central angle of 23°29'59"; from a tangent bearing of N 85°59'29" E run Easterly along the arc of said curve, 174.31 feet, to a point on a non-tangent curve concave Southwesterly having a radius of 15.00 feet, and a central angle of 46°20'48"; from a tangent bearing of S 70°30'32" E run Southeasterly along the arc of said curve, 12.13 feet, to a point on a non-tangent curve concave Westerly having a radius of 425.00 feet, and a central angle of 16°33'54"; from a tangent bearing of S 24°09'43" E run Southerly along the arc of said curve, 122.87 feet, to a point of compound curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 51°32'26"; run Southerly along the arc of said curve, 22.49 feet; S 43°56'37" W, 91.06 feet; S 64°40'40" W, 28.77 feet, to the Point of Beginning, containing 149.348 acres, more or less.

Together with:

Wetland 14.15A

A parcel of land lying in Sections 7, 8, 17 and 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Southeast 1/4 of said Section 18, N 00°33'48" E, 473.64 feet; thence N 90°00'00" W, 702.51 feet, to a point on the Westerly boundary of Reedy Creek Improvement District (RCID) Canal C-1 as described in as recorded in Official Records Book 1896, Pages 228 and 232 of the Public Records of this County, and a point on a non-tangent curve concave Southeasterly having a radius of 1975.00 feet, and a central angle of 10°21'59"; thence from a tangent bearing of N 21°05'23" E run Northeasterly along the arc of said curve and Canal, 357.34 feet, to the Point of Beginning; thence S 69°41'37" W, 25.04 feet, to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 56°29'00"; thence run Westerly along the arc of said curve, 24.65 feet; thence N 53°49'23" W, 66.29 feet; thence N 60°09'23" W, 53.63 feet, to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 67°33'16"; thence run Northwesterly along the arc of said curve, 29.48 feet; thence N 07°23'53" E, 18.14 feet; thence N 17°32'59" W, 65.50 feet; thence N 64°28'01" W, 25.48 feet, to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 143°52'30"; thence run Northerly along the arc of said curve, 62.78 feet; thence N 79°24'29" E, 93.45 feet, to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 38°45'53"; thence run Easterly along the arc of said curve, 16.91 feet; thence S 61°49'38" E, 36.36 feet; thence N 89°21'58" E, 37.96 feet; thence N 00°09'26" E, 61.95 feet; thence N 17°43'54" E, 6.71 feet; thence N 25°23'58" E, 78.46 feet; thence N 15°48'31" W, 92.13 feet; thence N 00°42'26" W, 8.10 feet; thence N 08°39'59" E, 148.06 feet; thence N 20°47'31" E, 9.38 feet; thence N 31°38'11" E, 92.48 feet; thence N 11°00'12" E, 111.44 feet; thence N 04°46'10" E, 96.57 feet; thence N 09°38'45" E, 130.82 feet; thence N 22°11'02" E, 86.23 feet; thence N 03°08'09" W, 151.73 feet; thence N 08°56'22" E, 67.57 feet; thence N 16°23'52" W, 92.70 feet; thence N 03°16'47" W, 132.73 feet; thence N 09°56'27" E, 11.43 feet; thence N 23°11'40" E, 134.82 feet; thence N 48°23'36" E, 9.74 feet; thence N 48°24'33" E, 98.06 feet; thence N 47°40'44" E, 87.60 feet, to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 105°23'07"; thence run Easterly along the arc of said curve, 45.98 feet; thence S 26°56'10" E, 42.42 feet; thence N 53°54'47" E, 60.60 feet, to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 43°58'23"; thence run Easterly along the arc of said curve, 19.19 feet; thence S 82°06'50" E, 93.69 feet; thence N 74°18'15" E, 73.07 feet; thence N 76°39'54" E, 79.01 feet; thence S 82°18'14" E, 6.72 feet; thence S 74°32'50" E, 64.05 feet; thence S 71°04'02" E, 69.32 feet; thence N 53°48'08" E, 74.09 feet; thence N 55°03'46" E, 90.57 feet; thence N 31°29'41" E, 80.09 feet; thence N 40°50'08" E, 57.55 feet, to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 41°55'33"; thence run Northeasterly along the arc of said curve, 18.29 feet; thence N 82°45'41" E, 33.72 feet; thence N 36°17'56" E, 42.05 feet; thence N 04°49'48" W, 68.40 feet, to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 31°05'27"; thence run Northerly along the arc of said curve, 13.57 feet; thence N 26°15'38" E, 120.60 feet; thence N 07°42'48" W, 58.66 feet; thence N 22°00'33" W, 72.59 feet; thence N 22°00'43" W, 36.10 feet; thence N 11°47'44" W, 63.25 feet; thence N 49°33'18" W, 61.34 feet, to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 68°07'12"; thence run Northerly along the arc of said curve, 29.72 feet; thence N 18°33'54" E, 84.90 feet; thence N 45°41'05" E, 101.95 feet; thence N 51°00'40" E, 63.02 feet; thence N 00°43'25" E, 67.45 feet, to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 47°56'06"; thence run Northeasterly along the arc of said curve, 20.92 feet; thence N 48°39'31" E, 36.19 feet; thence N 13°35'25" E, 49.31 feet; thence N 04°42'15" E, 64.42 feet; thence N 54°10'48" W, 89.61 feet, to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 78°05'40"; thence run Northerly along the arc of said curve, 34.08 feet; thence N 23°54'52" E, 51.77 feet; thence N 12°17'47" W, 80.92 feet; thence N 11°07'25" W, 110.37 feet; thence N 02°30'31" W, 93.02 feet; thence N 03°40'43" W, 88.87 feet; thence N 04°47'03" E, 55.65 feet; thence N 63°28'47" W, 126.72 feet; thence N 29°54'22" W, 107.30 feet; thence N 39°39'12" W, 91.11 feet; thence S 86°47'53" W, 11.57 feet; thence S 36°55'21" W, 50.00 feet; thence S 19°39'13" W, 83.91 feet, to a point of curvature of a curve concave Northwesterly having a radius of

25.00 feet, and a central angle of 44°10'22"; thence run Southwesterly along the arc of said curve, 19.27 feet; thence S 63°49'34" W, 77.03 feet; thence S 56°21'25" W, 27.21 feet; thence S 37°20'30" W, 61.50 feet; thence S 27°07'38" W, 73.43 feet, to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 34°03'45"; thence run Southwesterly along the arc of said curve, 14.86 feet; thence S 61°11'23" W, 91.05 feet, to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 20°22'59"; thence run Westerly along the arc of said curve, 8.89 feet; thence S 81°34'21" W, 72.18 feet, to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 32°26'19"; thence run Westerly along the arc of said curve, 14.15 feet; thence N 65°59'19" W, 90.98 feet; thence N 80°17'12" W, 76.83 feet; thence N 74°35'46" W, 127.97 feet; thence N 60°08'57" W, 67.88 feet; thence N 71°49'49" W, 77.47 feet; thence N 51°15'11" W, 9.12 feet; thence N 42°32'59" W, 114.62 feet; thence N 34°20'21" W, 7.08 feet; thence N 26°12'33" W, 62.69 feet, to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 38°16'28"; thence run Northerly along the arc of said curve, 16.70 feet; thence N 12°03'19" E, 131.15 feet, to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 95°37'49"; thence run Northeasterly along the arc of said curve, 41.73 feet; thence S 72°18'52" E, 53.13 feet; thence S 71°58'47" E, 97.36 feet; thence S 64°57'02" E, 109.36 feet; thence N 78°53'43" E, 66.39 feet; thence S 89°37'10" E, 9.03 feet; thence S 79°12'16" E, 73.11 feet; thence S 82°23'01" E, 109.56 feet; thence N 67°00'09" E, 142.62 feet; thence N 74°49'54" E, 6.84 feet; thence N 82°42'22" E, 51.41 feet; thence N 48°33'50" E, 133.49 feet; thence N 33°32'48" E, 94.06 feet, to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 102°30'03"; thence run Easterly along the arc of said curve, 44.72 feet; thence S 43°57'12" E, 30.18 feet; thence N 10°55'40" E, 109.26 feet; thence N 10°58'04" E, 90.82 feet; thence N 01°34'37" W, 86.48 feet; thence N 08°55'05" W, 108.85 feet; thence N 01°12'36" W, 6.68 feet; thence N 06°23'24" E, 116.25 feet; thence N 06°26'09" E, 107.58 feet; thence N 20°07'48" W, 82.15 feet; thence N 23°16'14" W, 89.41 feet; thence N 10°55'32" W, 8.10 feet; thence N 01°47'17" W, 100.33 feet, to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 68°43'50"; thence run Northeasterly along the arc of said curve, 29.99 feet; thence N 66°56'32" E, 64.62 feet; thence N 19°02'00" E, 84.55 feet; thence N 20°04'25" E, 62.20 feet; thence N 22°20'01" E, 17.61 feet; thence N 00°27'22" E, 22.35 feet; thence N 09°51'20" E, 57.40 feet; thence N 00°33'56" E, 92.07 feet; thence N 00°33'53" E, 139.30 feet; thence N 21°21'35" W, 8.70 feet; thence N 87°36'24" W, 21.10 feet; thence S 79°30'18" W, 24.09 feet; thence S 59°02'00" W, 24.66 feet; thence S 80°11'12" W, 8.86 feet; thence S 74°50'23" W, 21.89 feet; thence S 14°08'15" W, 54.21 feet; thence S 15°01'38" W, 42.71 feet; thence S 40°58'30" W, 54.86 feet; thence S 67°03'31" W, 68.89 feet; thence S 88°09'58" W, 68.53 feet; thence N 80°36'48" W, 8.22 feet; thence N 71°13'06" W, 50.60 feet; thence N 48°59'40" W, 10.81 feet; thence N 37°59'48" W, 45.22 feet; thence N 31°07'55" W, 35.96 feet; thence N 15°39'49" W, 45.31 feet; thence N 07°45'20" W, 6.90 feet; thence N 00°10'37" E, 51.79 feet; thence N 11°25'06" E, 9.73 feet; thence N 22°40'25" E, 36.41 feet; thence N 17°56'18" E, 46.37 feet; thence N 45°32'31" E, 46.42 feet; thence N 58°38'23" E, 50.75 feet; thence N 62°18'18" E, 61.89 feet; thence S 82°09'41" E, 61.81 feet; thence S 53°37'28" E, 70.75 feet; thence S 24°57'01" E, 36.31 feet; thence S 46°06'26" E, 28.29 feet; thence N 78°32'24" E, 53.33 feet; thence N 14°35'21" E, 27.70 feet; thence N 07°52'56" W, 43.59 feet; to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet, and a central angle of 54°40'59"; thence from a tangent bearing of N 07°52'59" W run Northerly along the arc of said curve, 23.86 feet; thence N 46°47'58" E, 58.30 feet; thence N 18°27'53" E, 25.06 feet; thence N 27°34'12" W, 47.50 feet; to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet, and a central angle of 23°57'25"; thence from a tangent bearing of N 27°34'13" W run Northerly along the arc of said curve, 10.45 feet; thence N 03°36'47" W, 24.77 feet; thence N 89°58'58" W, 9.98 feet; thence S 51°11'10" W, 19.73 feet; to a point on a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 69°34'20"; thence from a tangent bearing of S 51°11'12" W run Westerly along the arc of said curve, 30.36 feet; thence N 59°14'30" W, 40.62 feet; thence S 81°59'47" W, 28.77 feet; to a point on a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 37°14'09"; thence from a tangent bearing of S 81°59'50" W run Westerly along the arc of said curve, 16.25 feet; thence N 60°46'01" W, 44.00 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 47°24'48"; thence from a tangent bearing of N 60°46'01" W run Northwesterly along the arc of said curve, 20.69 feet; thence N 13°21'12" W, 71.04 feet; thence N 22°40'14" E, 47.90 feet; to a point on a non-tangent curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 47°32'05"; thence from a tangent bearing of N 22°40'15" E run Northeasterly along the arc of said curve, 20.74 feet; thence N 70°12'22" E, 51.28 feet; thence N 79°12'32" E, 73.82 feet; thence N 18°21'59" E, 21.54 feet, to a

point on the boundary of the **Golf Course Parcel 3** as described in a deed in favor of FS Orlando Golf, LLC and recorded in Official Records Book 9745, Page 8670 of the Public Records of this County the following courses; N 00°41'35" W, 78.20 feet; N 19°42'13" E, 141.34 feet; N 44°22'09" E, 39.46 feet; N 25°41'18" E, 113.27 feet; N 07°29'02" E, 59.82 feet; N 06°36'30" W, 63.05 feet; N 04°32'31" E, 45.39 feet; N 01°43'45" E, 82.04 feet; N 09°23'47" E, 45.47 feet; N 08°05'00" W, 52.27 feet; N 05°40'33" W, 52.31 feet; N 11°55'11" W, 141.55 feet; N 00°09'29" E, 88.07 feet; N 09°49'27" W, 77.10 feet; N 24°42'38" W, 126.34 feet; N 43°19'40" W, 85.70 feet; N 32°05'31" W, 67.22 feet; N 34°34'49" W, 51.00 feet; N 43°47'06" W, 37.65 feet; N 60°25'27" W, 35.30 feet; N 35°47'00" W, 92.28 feet; N 46°05'29" W, 42.35 feet; N 62°25'12" W, 36.04 feet; N 86°14'33" W, 43.75 feet; N 72°02'54" W, 63.13 feet; N 83°46'14" W, 38.85 feet; N 83°46'14" W, 15.40 feet; N 61°34'41" W, 40.63 feet; N 83°51'02" W, 42.40 feet; N 65°50'38" W, 62.56 feet; N 81°22'23" W, 26.28 feet; S 52°10'15" W, 95.98 feet; S 70°42'43" W, 42.49 feet; S 62°22'17" W, 77.40 feet; S 82°50'08" W, 27.53 feet; S 72°04'59" W, 38.52 feet; S 36°04'50" W, 32.05 feet; S 62°12'01" W, 63.10 feet; S 22°42'23" W, 36.37 feet; S 54°29'07" W, 51.99 feet; S 47°03'10" W, 33.47 feet; S 17°16'36" W, 42.04 feet; S 10°29'31" W, 42.45 feet; S 24°25'33" W, 41.51 feet; S 09°08'34" W, 27.30 feet; S 25°23'55" E, 22.91 feet; S 46°55'51" E, 38.90 feet; S 38°54'18" E, 60.72 feet; S 31°57'23" E, 103.58 feet; S 39°11'29" E, 65.04 feet; S 24°34'41" E, 166.52 feet; S 21°01'25" E, 43.71 feet; S 31°02'52" E, 63.03 feet; S 15°28'34" E, 68.56 feet; S 35°49'17" W, 60.64 feet; S 20°17'08" W, 56.36 feet; S 03°27'38" W, 66.98 feet; S 14°05'36" W, 31.36 feet; S 25°40'25" W, 41.39 feet; S 57°12'03" W, 38.10 feet; S 86°44'10" W, 51.66 feet; N 63°46'27" W, 80.59 feet; N 83°40'31" W, 58.86 feet; S 88°45'38" W, 24.38 feet; S 68°55'09" W, 102.86 feet; S 55°39'05" W, 42.70 feet; S 52°59'32" W, 38.11 feet; S 72°21'55" W, 16.58 feet; N 88°16'02" W, 37.20 feet; S 82°09'19" W, 47.72 feet; N 72°31'10" W, 47.35 feet; N 84°38'46" W, 64.39 feet; N 86°43'47" W, 58.56 feet; N 68°36'19" W, 54.70 feet; N 50°27'15" W, 45.65 feet; S 79°45'15" W, 39.45 feet; N 63°11'53" W, 64.22 feet; N 53°38'11" W, 16.84 feet; S 82°54'50" W, 39.26 feet; S 86°54'07" W, 37.95 feet; S 72°41'40" W, 36.57 feet; S 36°19'27" W, 35.68 feet; S 71°33'25" W, 26.16 feet; N 76°37'34" W, 40.08 feet; N 69°22'49" W, 49.28 feet; N 21°24'01" W, 45.65 feet; N 06°54'05" W, 53.61 feet; N 17°02'48" W, 73.64 feet; N 18°34'24" W, 56.74 feet; N 26°42'34" W, 30.53 feet; N 24°51'12" W, 74.27 feet; N 28°01'36" W, 58.90 feet; N 02°36'03" W, 67.75 feet; N 25°28'44" W, 84.00 feet; N 36°09'01" W, 182.48 feet; N 57°50'33" W, 30.12 feet; N 25°10'54" W, 66.33 feet; N 07°35'42" W, 50.71 feet; N 14°50'11" W, 45.11 feet; N 18°53'01" W, 65.51 feet; N 05°23'00" E, 46.62 feet; N 21°46'47" E, 38.49 feet; N 06°28'29" W, 45.45 feet; N 35°37'44" E, 63.96 feet; N 15°07'16" E, 58.00 feet; N 17°00'32" W, 50.13 feet; N 12°58'01" E, 48.00 feet; N 01°15'49" E, 93.25 feet; N 26°00'05" W, 44.22 feet; N 36°39'20" W, 53.47 feet; N 07°08'10" W, 67.64 feet; N 21°33'12" E, 58.00 feet; N 43°47'57" E, 55.91 feet; N 52°35'31" E, 66.41 feet; N 73°54'31" E, 73.89 feet; N 56°31'38" E, 46.85 feet; N 60°47'05" E, 44.77 feet; N 37°51'08" E, 46.30 feet; N 20°47'42" E, 74.20 feet; N 43°22'20" E, 61.29 feet; N 27°14'02" E, 54.16 feet; N 10°25'32" E, 51.54 feet; N 46°59'25" E, 65.89 feet; N 58°22'10" E, 64.50 feet; N 80°06'06" E, 58.35 feet; S 80°38'05" E, 75.62 feet; S 57°30'09" E, 65.01 feet; S 28°21'56" E, 59.38 feet; S 57°19'03" E, 24.70 feet; N 51°26'43" E, 32.99 feet; N 89°50'26" E, 71.89 feet; N 32°27'37" E, 35.47 feet; N 42°34'54" E, 104.00 feet; N 63°06'33" E, 31.80 feet; N 41°01'06" E, 42.37 feet; N 48°10'02" E, 29.22 feet; N 21°46'25" E, 57.64 feet; N 36°47'13" E, 126.36 feet; N 41°36'26" E, 59.23 feet; N 62°58'38" E, 77.30 feet; S 81°10'47" E, 36.59 feet; N 44°28'33" E, 66.22 feet; S 84°44'08" E, 65.13 feet; S 76°45'56" E, 62.45 feet; S 88°15'36" E, 88.25 feet; N 57°10'33" E, 63.45 feet; N 87°13'30" E, 111.51 feet; S 38°55'23" E, 64.14 feet; S 55°59'22" E, 47.24 feet; N 82°54'16" E, 53.09 feet; N 25°11'22" E, 145.56 feet, to a point on the Southerly boundary of RCID Canal L-106 as recorded in Official Records Book 1896, Page 228 of the Public Records of this County, and a point on a non-tangent curve concave Northerly having a radius of 540.00 feet, and a central angle of 35°23'06"; thence departing **Golf Course Parcel 3** from a tangent bearing of S 64°48'38" E run Easterly along the arc of said curve and Canal, 333.50 feet; thence run along the Westerly boundary of RCID Levee D-8 and Canal C-1 as recorded in Official Records Book 1896, Page 228 of the Public Records of this County the following courses; S 28°21'00" E, 366.87 feet; S 14°23'57" E, 248.93 feet; S 24°39'11" W, 356.42 feet; S 25°27'41" E, 811.58 feet; S 81°44'19" E, 361.43 feet; S 00°06'21" E, 2408.14 feet; S 00°16'46" W, 2645.96 feet, to a point of curvature of a curve concave Westerly having a radius of 1146.50 feet, and a central angle of 12°41'48"; run Southerly along the arc of said curve, 254.07 feet; thence departing said Canal run S 23°32'09" W, 76.39 feet; S 26°12'51" W, 66.62 feet; S 29°14'03" W, 37.01 feet, to a point of curvature of a curve concave Northerly having a radius of 15.00 feet, and a central angle of 91°41'43"; run Westerly along the arc of said curve, 24.01 feet; N 59°04'13" W, 27.48 feet; N 76°40'59" W, 49.20 feet; N 47°29'46" W, 28.15 feet; N 25°21'19" W, 83.21 feet; N 12°36'51" W, 73.18 feet; N 70°48'50" W, 35.23 feet;

S 08°14'11" E, 11.43 feet, to a point of curvature of a curve concave Northwesterly having a radius of 15.00 feet, and a central angle of 78°34'49"; run Southwesterly along the arc of said curve, 20.57 feet; S 70°20'38" W, 24.32 feet, to a point of curvature of a curve concave Northerly having a radius of 15.00 feet, and a central angle of 79°03'23"; run Westerly along the arc of said curve, 20.70 feet; N 30°35'59" W, 44.59 feet, to a point of curvature of a curve concave Easterly having a radius of 15.00 feet, and a central angle of 89°57'12"; run Northerly along the arc of said curve, 23.55 feet; N 59°21'13" E, 29.26 feet; N 10°45'20" E, 27.92 feet; N 36°31'35" W, 60.88 feet; N 05°54'07" W, 34.93 feet; N 15°39'24" W, 39.63 feet; S 57°26'48" W, 27.14 feet; S 45°58'52" W, 36.66 feet; S 22°21'27" W, 93.29 feet; S 41°46'30" W, 60.68 feet; S 44°17'07" W, 43.80 feet; S 29°40'10" W, 39.41 feet; S 29°49'36" E, 56.37 feet, to a point of curvature of a curve concave Westerly having a radius of 15.00 feet, and a central angle of 28°49'32"; run Southerly along the arc of said curve, 7.55 feet; S 01°00'04" E, 62.46 feet; S 45°47'56" E, 57.32 feet, to a point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, and a central angle of 35°13'14"; run Southeasterly along the arc of said curve, 9.22 feet; S 10°34'42" E, 77.15 feet; S 31°01'38" E, 44.67 feet, to a point of curvature of a curve concave Westerly having a radius of 15.00 feet, and a central angle of 19°05'23"; run Southerly along the arc of said curve, 5.00 feet; S 11°56'16" E, 61.76 feet; S 31°07'00" E, 38.14 feet; S 06°54'04" W, 49.97 feet; S 09°04'36" W, 66.46 feet; S 10°57'09" W, 46.89 feet; S 29°24'01" W, 31.64 feet; S 17°33'33" W, 38.56 feet; S 22°44'26" W, 29.67 feet; S 18°54'16" W, 12.56 feet; S 43°58'40" W, 60.09 feet; thence S 49°55'35" W, 76.47 feet; thence run along aforesaid C-1 Canal the following courses; S 59°11'02" W, 465.25 feet, to a point of curvature of a curve concave Southeasterly having a radius of 1975.00 feet, and a central angle of 27°43'40"; run Southwesterly along the arc of said curve, 955.79 feet, to the Point of Beginning, containing 206.34 acres, more or less.

Together with:

Wetland 14.15B

Tracts P and Q on the proposed Golden Oak Phase 1B Plat, lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 18, run along the East line of the Northeast 1/4 of said Section 18, N 00°11'53" E, 132.89 feet; thence N 90°00'00" W, 247.63 feet, to a point on the boundary of Tract Q on the proposed Golden Oak Phase 1B Plat and the Point of Beginning, thence run along the proposed Plat the following courses; S 36°14'25" W, 32.04 feet; S 11°38'28" W, 93.67 feet; S 29°59'26" W, 4.28 feet, to a point on a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 127°15'44"; from a tangent bearing of S 30°32'40" W run Westerly along the arc of said curve, 55.53 feet; N 22°11'36" W, 107.15 feet; N 17°46'07" W, 108.78 feet; N 14°35'37" W, 68.00 feet, to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 41°50'16"; run Northerly along the arc of said curve, 18.26 feet; N 27°14'39" E, 79.35 feet; S 87°43'28" E, 0.69 feet; N 47°31'57" E, 6.56 feet; N 54°52'50" E, 55.97 feet, to a point of curvature of a curve concave Southerly having a radius of 25.00 feet, and a central angle of 62°51'00"; run Easterly along the arc of said curve, 27.42 feet; S 62°16'10" E, 82.69 feet, to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 38°38'42"; run Southeasterly along the arc of said curve, 16.86 feet; S 23°37'28" E, 85.44 feet; S 00°00'00" E, 8.68 feet; S 20°35'59" W, 9.21 feet; S 31°12'59" W, 38.49 feet; S 23°03'30" E, 34.27 feet, to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 71°20'04"; run Southerly along the arc of said curve, 31.13 feet; S 48°16'34" W, 57.23 feet, to the Point of Beginning, containing 1.395 acres, more or less.

Together with:

Wetland 14.16

Tracts HH and II on the proposed Golden Oak Phase 1B Plat, lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 18, run along the East line of the Northeast 1/4 of said Section 18, N 00°11'53" E, 821.39 feet; thence N 90°00'00" W, 577.32 feet, to a point on the boundary of Tract II on the proposed Golden Oak Phase 1B Plat and the Point of Beginning, thence run along the proposed Plat the following courses; S 08°39'09" W, 96.77 feet; S 27°14'52" W, 84.00 feet; S 32°05'02" W, 88.07 feet; S 43°25'16" W, 96.90 feet, to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 33°02'08"; from a tangent bearing of S 43°25'15" W run Southwesterly along the arc of said curve, 14.41 feet; S 76°27'23" W, 76.59 feet; S 65°28'08" W, 122.34 feet, to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 66°30'49"; run Westerly along the arc of said curve, 29.02 feet, to a point on a non-tangent curve concave Easterly having a radius of 223.65 feet, and a central angle of 58°49'34"; from a tangent bearing of N 48°01'04" W run Northerly along the arc of said curve, 229.62 feet; N 10°48'30" E, 160.42 feet; N 18°40'57" E, 159.75 feet; N 27°19'16" W, 55.45 feet; N 22°55'38" E, 113.12 feet; N 48°32'45" E, 80.93 feet; S 80°24'24" E, 90.39 feet; S 51°44'43" E, 65.78 feet; S 82°18'14" E, 31.28 feet, to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 60°29'06"; run Southeasterly along the arc of said curve, 26.39 feet; S 21°49'08" E, 62.46 feet; S 18°26'06" E, 26.84 feet; S 84°34'11" E, 13.31 feet, to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 68°14'43"; from a tangent bearing of S 84°34'14" E run Southeasterly along the arc of said curve, 29.78 feet; S 16°19'31" E, 87.16 feet; S 13°42'59" E, 77.63 feet, to the Point of Beginning, containing 5.481 acres, more or less.

Together with:

Wetland 14.17

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the East line of the Southeast 1/4 of said Section 18, N 00°33'48" E, 466.73 feet; thence N 89°26'12" W, 702.48 feet, to the point of intersection of the Westerly boundary of Reedy Creek Improvement District Canal C-1 and the Northerly boundary of Canal L-105 as recorded in Official Records Book 1896, Pages 228 and 232 of the Public Records of this County also being a point on a non-tangent curve concave Southwesterly having a radius of 998.00 feet, and a central angle of 20°08'54"; thence from a tangent bearing of N 20°51'12" W run Northwesterly along the arc of said curve and the Northerly boundary of said Canal L-105, 350.95 feet; thence continue along said Northerly boundary the following five courses; N 41°00'06" W, 575.00 feet to a point of curvature of a curve concave Easterly having a radius of 1505.50 feet, and a central angle of 37°08'46"; run Northerly along the arc of said curve, 976.05 feet to the Point of Beginning; continue along the arc of said curve 81.56 feet, through a central angle of 3°06'14"; N 00°45'06" W, 555.00 feet; to a point of curvature of a curve concave Westerly having a radius of 2072.25 feet, and a central angle of 09°44'54"; run Northerly along the arc of said curve, 352.57 feet to a point on the boundary of the **Hotel Parcel** as described in a deed in favor of FS Orlando, LLC and recorded in Official Records Book 9745, Page 8651 of the Public Records of this County; thence run along said boundary the following seven courses; S 49°26'39" E, 35.64 feet to a point of curvature of a curve concave Northerly having a radius of 80.00 feet, and a central angle of 85°25'32"; run Easterly along the arc of said curve, 119.28 feet; N 83°41'57" E, 156.70 feet; N 78°04'48" E, 91.87 feet; S 80°57'01" E, 172.69 feet; S 69°11'35" E, 71.56 feet; N 51°47'43" E, 77.60 feet to a point on the boundary of the proposed Plat of Golden Oak Phase 1B and Golden Oak Phase 1C; thence run along the proposed Plats the following courses; S 24°23'32" E, 34.06 feet; thence S 18°04'39" E, 78.70 feet to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 115°40'49"; from a tangent bearing of S 17°50'29" E run Southwesterly along the arc of said curve, 50.48 feet; N 82°09'40" W, 26.47 feet; S 26°43'01" W, 107.99 feet; S 13°53'13" W, 84.71 feet; S 20°06'37" W, 86.21 feet; S 22°42'17" W, 90.27 feet; S 48°33'38" W, 93.96 feet; S 51°48'05" W, 58.47 feet; S 70°41'52" W, 98.39 feet; S 75°48'30" W, 82.70 feet; N 82°22'12" W, 18.57 feet; S 59°48'12" W, 61.99 feet; S 23°48'42" W, 31.41 feet; S 21°34'58" E, 112.96 feet; S 25°04'56" E, 80.36 feet; S 06°58'19" E, 51.79 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 54°17'13"; run Southerly along the arc of said curve, 23.69 feet; S 47°18'54" W, 37.10 feet; S

03°48'45" E, 24.29 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 79°16'52"; run Southwesterly along the arc of said curve, 34.59 feet; S 75°28'07" W, 70.19 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 41°16'24"; run Westerly along the arc of said curve, 18.01 feet; N 63°15'30" W, 63.09 feet to the Point of Beginning, containing 9.038 Acres, more or less.

Together with:

Wetland 14.22B

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the South line of the Southeast 1/4 of said Section 18, S 89°50'07" W, 816.18 feet, to a point on the Westerly Boundary of Reedy Creek Improvement District Canal C-1 as recorded in official records book 1896, pages 228 and 232 of the public records of this county also being a point on a non-tangent curve concave Easterly having a radius of 3289.02 feet, and a central angle of 00°17'07"; thence from a tangent bearing of N 07°00'52" E run Northerly along the arc of said curve and Westerly Boundary of Canal C-1, 16.37 feet, to a point of compound curvature of a curve concave Easterly having a radius of 1975.00 feet, and a central angle of 08°45'46"; thence run Northerly along the arc of said curve and Canal, 302.06 feet, to its intersection with the Southerly boundary of Reedy Creek Improvement District Canal L-105 as recorded in official records book 1896, pages 228 and 232, said point also being a point on a non-tangent curve concave Westerly having a radius of 898.00 feet, and a central angle of 04°56'07"; thence from a tangent bearing of N 12°17'03" W run Northerly along the arc of said curve and Canal L-105, 77.35 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 898.00 feet, and a central angle of 23°46'56"; thence run Northwesterly along the arc of said curve and Canal, 372.74 feet; thence continue along said N 41°00'06" W, 381.61 feet to a point in common with the **Additional Southwest Parcel** as description in Exhibit J of this document and the Point of Beginning; thence run along said common boundary N 87°15'41" W, 130.57 feet; N 63°21'34" W, 33.90 feet; N 81°08'52" W, 154.09 feet; N 39°33'00" W, 38.53 feet; N 28°54'14" W, 86.79 feet; N 28°30'43" W, 101.63 feet; N 32°36'46" W, 77.00 feet; N 39°30'36" W, 98.30 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 37°14'40"; run Northerly along the arc of said curve, 16.25 feet; N 02°15'56" W, 56.50 feet; N 39°36'59" W, 135.27 feet; N 85°04'00" W, 67.65 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 46°40'29"; run Northwesterly along the arc of said curve, 20.37 feet; N 38°23'30" W, 64.62 feet; N 64°16'05" W, 16.33 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 58°38'45"; run Northwesterly along the arc of said curve, 25.59 feet; N 05°37'20" W, 20.54 feet; N 44°31'28" W, 62.56 feet; S 23°42'54" W, 95.95 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 84°46'10"; run Southwesterly along the arc of said curve, 36.99 feet; N 71°30'56" W, 65.59 feet; N 67°45'46" W, 71.42 feet; N 47°09'12" W, 129.61 feet; N 28°09'10" W, 67.04 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 58°17'03"; run Northerly along the arc of said curve, 25.43 feet; N 30°07'52" E, 66.18 feet; N 41°27'39" E, 82.62 feet; N 28°03'16" E, 61.53 feet; N 21°03'09" W, 47.93 feet; N 17°13'11" W, 99.26 feet; N 00°32'57" E, 48.45 feet; N 12°21'10" E, 151.79 feet; N 23°46'35" E, 109.94 feet; N 39°26'51" E, 91.52 feet; N 17°00'45" E, 45.16 feet; N 34°56'26" W, 27.03 feet; N 26°29'23" W, 104.81 feet a point in common with the boundary of a deed in favor of FS Orlando Golf, LLC recorded in Official Records Book 9745, Page 8670 of the Public Records of this County, also being a point on a non-tangent curve concave Easterly having a radius of 24.99 feet, and a central angle of 35°00'02"; thence from a tangent bearing of N 26°30'09" W run Northerly along the arc of said curve and common boundary, 15.27 feet; thence run along said common boundary the following courses N 08°29'54" E, 48.36 feet to a point on a non-tangent curve concave Southeasterly having a radius of 24.99 feet, and a central angle of 57°42'22"; from a tangent bearing of N 09°58'45" E run Northeasterly along the arc of said curve, 25.17 feet; N 67°41'07" E, 62.92 feet to a point on a non-tangent curve concave Southerly having a radius of 25.00 feet, and a central angle of 57°54'58"; from a tangent bearing of N 69°59'31" E run Easterly along the arc of said curve, 25.27 feet; S 42°49'15" E, 158.01 feet; thence N 36°13'21" E,

48.89 feet; N 22°45'12" E, 91.63 feet; N 52°12'17" E, 66.88 feet; N 62°45'08" E, 57.61 feet to a point on a non-tangent curve concave Southerly having a radius of 95.08 feet, and a central angle of 24°56'49"; from a tangent bearing of S 81°46'57" E run Easterly along the arc of said curve, 41.40 feet; S 56°50'08" E, 9.40 feet to a point of curvature of a curve concave Southwesterly having a radius of 51.81 feet, and a central angle of 24°30'18"; run Southeasterly along the arc of said curve, 22.16 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 67.28 feet, and a central angle of 19°18'45"; run Southeasterly along the arc of said curve, 22.68 feet, to a point of compound curvature of a curve concave Westerly having a radius of 343.56 feet, and a central angle of 10°10'20"; run Southerly along the arc of said curve, 61.00 feet; N 89°14'54" E, 8.57 feet, to a point of the aforementioned Canal L-105 thence departing said common boundary run along said Canal L-105 the following courses S 00°45'06" E, 555.00 feet to a point of curvature of a curve concave Easterly having a radius of 1605.50 feet, and a central angle of 40°15'00"; run Southerly along the arc of said curve, 1127.86 feet; thence S 41°00'06" E, 193.39 fee to the Point of Beginning, containing 17.385 acres more or less.

Together with:

Wetland 14.22C & 14.22E

Tracts E, F and G on the Golden Oak Phases 1A & 1E according to the Plat thereof recorded in Plat Book 74, Pages 142-148 of the Public Records of Orange County, lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the South line of the Southeast 1/4 of said Section 18, S 89°50'07" W, 858.19 feet; thence N 00°00'00" E, 147.05 feet, to a point on Tract G on the Golden Oak Phases 1A & 1E according to the Plat thereof recorded in Plat Book 74, Pages 142-148 of the Public Records of Orange County and the Point of Beginning, run along the proposed Tract the following courses; N 53°11'44" W, 216.95 feet; N 33°04'16" E, 41.62 feet; N 21°32'30" E, 54.94 feet, to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 51°26'59"; run Northeasterly along the arc of said curve, 22.45 feet; N 72°59'31" E, 17.78 feet, to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 79°18'04"; run Southeasterly along the arc of said curve, 34.60 feet; S 27°42'26" E, 37.24 feet; N 65°38'30" E, 28.91 feet, to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 100°27'38"; run Southeasterly along the arc of said curve, 43.83 feet; S 13°50'35" E, 51.97 feet; S 21°04'32" W, 67.41 feet; S 38°54'35" E, 31.93 feet; S 14°21'25" W, 34.68 feet, to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 39°25'48"; run Southwesterly along the arc of said curve, 17.20 feet, to the Point of Beginning, containing 26438 square feet, more or less.

Together with:

WETLAND 14.22D

A parcel of land lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 18, run along the South line of the Southeast 1/4 of said Section 18, S 89°50'07" W, 2569.48 feet; thence N 00°00'00" E, 1257.31 feet to a point on the boundary of a deed in favor of Golden Oak Estates, LLC and recorded in Official Records Book 9924, Page 7204 of the Public Records of this County and the Point of Beginning, thence N 34°45'29" W, 47.84 feet; thence N 64°39'08" W, 43.38 feet; thence S 66°16'35" W, 69.55 feet; thence S 78°06'24" W, 45.41 feet; thence N 81°43'15" W, 81.60 feet; thence N 82°32'21" W, 114.20 feet; thence N 38°36'45" W, 41.26 feet; thence N 00°47'52" E, 135.10 feet; thence N 10°10'26" E, 93.74 feet; thence N 21°04'39" E, 76.30 feet; thence N 02°08'33" E, 139.85 feet; thence N 13°12'06" E, 2.15 feet; thence N 26°49'09" E, 32.24 feet to a point on the aforementioned deed; thence run along said deed the following courses; N 86°26'26" E, 126.87 feet; N 76°15'46" E, 63.89 feet; S 64°36'17" E, 118.17 feet; S 52°36'40" E, 63.05

feet; S 45°16'16" E, 127.88 feet to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 35°13'41"; run Southeasterly along the arc of said curve, 15.37 feet; S 10°02'35" E, 93.01 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 46°18'35"; run Southerly along the arc of said curve, 20.21 feet; S 36°16'00" W, 28.53 feet; S 20°23'46" W, 184.90 feet; thence S 25°05'40" W, 31.33 feet to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 33°58'13"; from a tangent bearing of S 21°14'14" W run Southwesterly along the arc of said curve, 14.82 feet; S 55°12'27" W, 19.76 feet; S 18°42'59" W, 22.23 feet to the Point of Beginning, containing 5.249 Acres, more or less.

EXHIBIT "N"

WALT DISNEY WORLD® RESORT COMPLEX

Excluding the Property (as it exists from time to time), all that certain property located in Orange and Osceola Counties, Florida, in the Sections, Townships, and Ranges hereinafter set forth (and as graphically depicted on Schedule "1" attached to this Exhibit "N" and incorporated herein by reference), and owned, whether now or in the future, by one or more subsidiaries or affiliates (whether now existing or hereafter formed) of Disney Enterprises, Inc., a Delaware corporation (or its successor entity) (including, but not limited to: a) Compass Rose Corporation; b) Walt Disney Parks and Resorts U.S., Inc.; c) Walt Disney Travel Co., Inc.; (d) Palm Hospitality Company; and e) The Celebration Company) (excluding, however, any homeowners', condominium owners', fractional owners' or similar association formed with respect to any of such real property).

ORANGE COUNTY			OSCEOLA COUNTY		
Sections	**Township**	**Range**	**Sections**	**Township**	**Range**
1, 2, 3	24 South	27 East	1, 2	25 South	27 East
10, 11, 12, 13,14, 15, 16	24 South	27 East	5, 6	25 South	28 East
22, 23, 24, 25, 26, 27	24 South	27 East			
33, 34, 35, 36	24 South	27 East			
6, 7, 8	24 South	28 East			
17, 18, 19, 20, 21, 22	24 South	28 East			
27, 28, 29, 30, 31	24 South	28 East			

9597 **SCHEDULE "1" TO EXHIBIT "N"**

9598 **GRAPHICAL DEPICTION OF THE WALT DISNEY WORLD® RESORT COMPLEX**

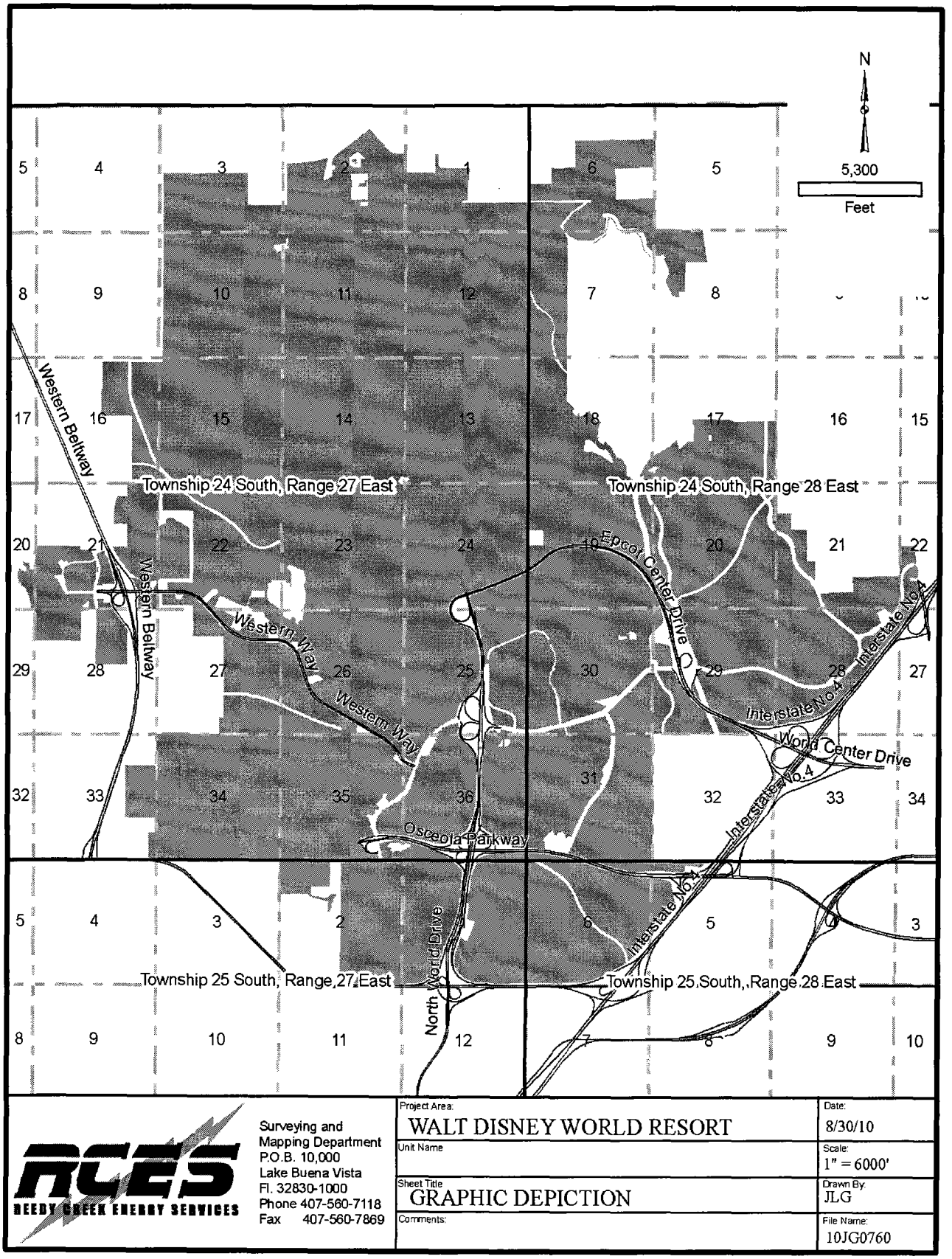
9599

9600

9601

9602 **[See Next Page]**

9603



RCES
REEDY CREEK ENERGY SERVICES

Surveying and Mapping Department
P.O.B. 10,000
Lake Buena Vista
Fl. 32830-1000
Phone 407-560-7118
Fax 407-560-7869

Project Area: WALT DISNEY WORLD RESORT	Date: 8/30/10
Unit Name	Scale: 1" = 6000'
Sheet Title: GRAPHIC DEPICTION	Drawn By: JLG
Comments:	File Name: 10JG0760

9604

Exhibit "N" - 3

021382, 000014, 103483331.7
9/2/10

EXHIBIT "O"

HOME AND LOT CONCEPTUAL PLANS REQUIREMENTS

Materials Submitted by Owner to Declarant in Conjunction with Declarant's Review of Conceptual Plans for Homes and Lots.

1. Proposed Site Plan

Minimum Scale 1/16" = 1'-0" or 1"=20'

Showing:

- Building footprint with overall dimensions and distances between proposed work and property lines;
- Roof overhangs shown as dashed lines;
- Driveway, walks, landscape areas, hardscape areas and pools with dimensions;
- Impervious area calculations with square footage of building footprints, driveways, walks, pools, terraces, landscaping areas, etc.; and
- Fence or exterior walls with distances between proposed work and property lines.

2. Proposed Floor Plans

Minimum Scale 1/8" = 1'0" (1/4"=1'0" optional)

Showing:

- All rooms;
- All windows and exterior doors with swings shown;
- Overhangs of floors and roofs shown as dashed lines; and
- Building area calculations.

3. Proposed Elevations

Minimum Scale 1/8" = 1'0" (1/4"=1'0" optional)

Showing:

- Openings, doors and windows;
- Principal materials identified and rendered;
- All finished floors dimensioned in relation to the finished exterior grade;
- Eave and roof ridge(s) dimensioned in relation to the finished exterior grade; and
- Roof pitch(es).

EXHIBIT "P"

HOME AND LOT DESIGN DEVELOPMENT
PLANS REQUIREMENTS

Materials Submitted by Owner to Declarant in Conjunction with Declarant's Review of Design Development Plans for Homes and Lots.

1. Plot Plan:

Minimum Scale 1/16" = 1'-0" or 1"=20'

Showing:

- Accurate lot lines including dimensions, angles and amount of curve;
- All buildings, structures, fences, setbacks, sidewalks, easements and street right-of-ways contiguous to the lot;
- Required building setbacks; and
- All existing trees over four (4) inches in caliper.

2. Existing Grading Plan:

Minimum Scale 1/16" = 1'-0" or 1"=20'

Showing:

- Existing contours.

3. Proposed Site Plan:

Minimum Scale 1/16" = 1'-0" or 1'=20"

Showing:

- North arrow;
- Building footprint with overall dimensions and distances between proposed work and property lines;
- Roof overhangs shown as dashed lines;
- Driveways, walks, landscape areas, hardscape areas and pools with material and dimensions;
- Impervious area calculations with square footage of building footprints, driveways, walks, pools, terraces, landscape areas, etc.; and
- Fences with dimensions, heights and materials.

4. Proposed Floor Plans:

Minimum Scale 1/4" = 1'-0"

Showing:

- All rooms;
- All windows and exterior doors with swings shown; and
- Overhangs of floors and roofs shown as dashed lines.

5. Proposed Elevations:

Minimum Scale 1/4" = 1'-0"

Showing:

- Openings, doors and windows;
- Principal materials identified and rendered;
- All finished floors dimensioned in relation to the finished exterior grade;
- Eave and roof ridge(s) dimensioned in relation to the finished exterior grade; and
- Roof pitch(es).

6. Building Sections: (taken through major living areas)

Minimum Scale 1/4" = 1'-0"

Showing:

- Rooms – labeled;
- Finished floor elevations in relation to exterior finished grade;
- Ceiling heights;
- Eave and roof ridge(s) dimensioned in relation to the finished exterior grade; and
- Roof pitch(es).

7. Typical Wall Section:

Minimum Scale 3/4" = 1'-0"

Showing:

- Floor and ceiling heights;
- Wall, floor and roof structure;
- Window head and sill heights
- Eave dimensioned in relation to the finished exterior grade;
- Roof pitch(es); and
- Material designations – labeled and dimensioned.

8. Exterior Details:

Minimum Scale 1 1/2" = 1'-0"

Fully dimensioned and noted showing:

- Eave and cornice details;
- Chimney details;

- Column details;
- Window-head, jamb and sill details;
- Door and door frame details;
- Exterior siding details (corner boards, jointing, brick bonds, etc.); and
- Material designations – labeled and dimensioned.

9. Fences – Elevations and Details:

Minimum Scale 3/4" = 1'-0"

Fully dimensioned and noted.

10. Conceptual Landscape Plan: (optional, but recommended)

Minimum Scale 1/16" = 1'-0"

Showing:

- Location, species and planting size of landscape materials.

EXHIBIT "Q"

HOME AND LOT FINAL PLANS REQUIREMENTS

Materials Submitted by Owner to Declarant in Conjunction with Declarant's Review of Final Plans for Homes and Lots.

1. Plot Plan:

Minimum Scale 1/16" = 1'-0" or 1"=20'

Showing:

- Accurate lot lines including dimensions, angles and amount of curve;
- All buildings, structures, fences, setbacks, walkways, easements and street right-of-ways contiguous to the lot;
- Required building setbacks; and
- All existing trees over four (4) inches in caliper.

2. Existing Grading Plan:

Minimum Scale 1/16" = 1'-0" or 1"=20'

Showing:

- Existing contours.

3. Site Plan:

Minimum Scale 1/16" = 1'-0" or 1"=20'

Showing:

- North arrow;
- Building footprint with overall dimensions and distances between proposed work and property lines;
- Roof overhangs shown as dashed lines;
- Driveways, walks, landscape areas, hardscape areas and pools with dimensions and materials indicated;
- Impervious area calculations with square footage of building footprints, driveways, walks, pools, terraces, gardens, etc.;
- Grading plan showing drainage flow;
- Fences with dimensions, heights and materials;
- Water, sewer, electrical and gas service;
- Limits of construction activity (no construction, traffic or storage of material will be permitted beyond these limits);
- Exterior light locations;

- Location of all external equipment, including, but not limited to, electric meter, air conditioning condenser, pool equipment, cable dish, propane tanks, emergency generator, etc.; and
- Location of waste and recycle bins.

4. Floor Plans:

Minimum Scale 1/4" = 1'-0"

Showing:
- All rooms;
- All windows and exterior doors with swings shown; and
- Overhangs of floors and roofs shown as dashed lines.

5. Proposed Elevations:

Minimum Scale 1/4" = 1'-0"

Showing:
- Openings, doors and windows;
- Principal materials identified and rendered;
- All finished floors dimensioned in relation to the finished exterior grade;
- Eave and roof ridge(s) dimensioned in relation to the finished exterior grade; and
- Roof pitch(es).

6. Building Sections (taken through major living areas):

Minimum Scale 1/4" = 1'-0"

Showing:
- Rooms – labeled;
- Finished floor elevations in relation to exterior finished grade;
- Ceiling heights;
- Eave and roof ridge(s) dimensioned in relation to the finished exterior grade; and
- Roof pitch(es).

7. Typical Wall Section:

Minimum Scale 3/4" = 1'-0"

Showing:
- Floor and ceiling heights;
- Wall, floor and roof structure;
- Window head and sill heights;
- Eave dimensioned in relation to the finished exterior grade;
- Roof pitch(es); and

- Material designations – labeled and dimensioned.

8. Exterior Details:

Minimum Scale 1 1/2" -= 1'-0"

Fully dimensioned and noted showing:

- Eave and cornice details;
- Chimney details;
- Column details;
- Window-head, jamb and sill details;
- Door and door frame details;
- Exterior siding details (corner boards, jointing, brick bonds, etc.); and
- Material designations – labeled and dimensioned.

9. Fences:

Minimum Scale 3/4" = 1'-0"

Fully dimensioned and noted.

10. Product and Materials Samples:

Photographs or cut sheets from manufacturers catalogs of proposed windows, doors, lighting fixtures, etc. Materials listing and color samples for all exterior elements.

11. Landscape Plan:

Minimum Scale 1/8" = 1'-0"

Showing:

- Location, species and planting size of landscape materials;
- Driveways, walks, landscape areas, hardscape areas and pools with dimensions and materials indicated;
- Fences with dimensions, heights and materials; and
- Location and coverage of irrigation system.

EXHIBIT "R"

MULTI-FAMILY OR COMMERCIAL PROPERTY
CONCEPTUAL PLANS REQUIREMENTS

Materials Submitted by Owner to Declarant in Conjunction with Declarant's Review of Conceptual Plans for Multi-Family or Commercial Property.

(Submit drawings as pdf files. Submit report as a pdf or MS Word file)

A. Conceptual Civil Plans (Scale 1"=60' or larger)

Include at least the following items, as applicable:

1. North arrow.

2. Site boundaries plus jurisdictional wetland boundaries with associated buffer lines.

3. Right of Way and any utility easements.

4. Proposed building footprints, all existing and proposed facilities, parking areas, driveways, drainage ways, entry features, signs, backflow preventers, electrical switchgear, transformers, lift stations, dumpsters, other site improvements, etc.

5. Existing topography and proposed site grading, including proposed finished floor elevations.

6. Development phasing.

7. Proposed impacts to water bodies or modifications to existing systems, either on-site or off-site.

8. Pedestrian access and circulation.

B. Conceptual Landscape Plans (Scale 1"=60' or larger)

Based on the conceptual site plan and including at the least the following items, as applicable:

1. Conceptual aesthetic grading.

2. Conceptual landscape plan illustrating design concepts and tree and shrub material groupings.

3. Conceptual plant palette.

4. Site section(s) showing the relationships of the existing and proposed Improvements to each other and to the adjacent properties and view sheds, including existing and proposed grade lines.

C. Conceptual Architectural Plans (Scale 1/8" = 1'-0")

Include at least the following items:

1. Conceptual architectural drawings including floor plans, exterior elevations with the most significant elevation colored, perspectives, pertinent sections and details for all exterior improvements on or to the land.

2. Exterior building materials, colors, finishes and textures.

D. Massing Model

Conceptual massing model of all site and building features at an appropriate scale in a simple 'foam core' study model style.

E. Image Board/Photos

Conceptual image board and/or photos of the proposed development.

F. Development Summary Report

Furnish a written description of the proposed development including the following items, as applicable:

1. Gross and net acreage of the property area.

2. Gross and net square footage of building improvements and F.A.R. calculations.

3. Parking space counts and parking ratio calculations.

4. Percentages of building coverage, roads, and Open Space.

5. The location, size (height and floor area) and function of the proposed facilities.

6. The general disposition of the various program elements on the property.

7. A conceptual project schedule

8. A conceptual project budget.

EXHIBIT "S"

MULTI-FAMILY OR COMMERCIAL PROPERTY DESIGN
DEVELOPMENT PLANS REQUIREMENTS

Materials Submitted by Owner to Declarant in Conjunction with Declarant's Review of Design Development Plans for Multi-Family or Commercial Property.

(Submit drawings as pdf files. Submit specification and report as pdf or MS Word files)

A. Design Development Civil Plans (Scale 1"=30' or larger)

Include at least the following items, as applicable:

1. North arrow and coordinate grid system.

2. Site boundaries plus jurisdictional wetland boundaries with associated buffer lines.

3. Right of Way and any utility easements.

4. Proposed building footprints, all existing and proposed facilities, parking areas, driveways, drainage ways, entry features, signs, backflow preventers, electrical switchgear, transformers, lift stations, dumpsters, other site improvements, etc.

5. Existing topography, proposed site grading and proposed building finished floor elevations.

6. Preliminary hardscape, parking lot and road elevations, and drainage inlet grate elevations.

7. Preliminary sizes and inverts of primary storm drainage system.

8. Indicate all drainageways, on-site storm water retention and off-site storm water disposition.

9. All underground utilities including, without limitation, potable water, wastewater, irrigation reuse water, natural gas, electrical power, telephone and other necessary utilities.

10. Development phasing.

11. Proposed impacts to water bodies or modifications to existing systems, either on-site or off-site.

12. Pedestrian access and circulation.

B. Design Development Landscape and Irrigation Plans (Scale 1' = 30' or larger)

Base on the design development Civil site, grading and drainage plans and include at least the following items, as applicable:

1. Aesthetic grading.

2. Preliminary landscape and hardscape design.

3. Preliminary plant list including botanical names, common names, quantities, and sizes at planting and at maturity.

4. Site section(s) showing the relationships of the existing and proposed Improvements to each other and to the adjacent properties and view sheds, including existing and proposed grade lines.

5. Preliminary site signage and graphics.

6. Entry features.

7. Preliminary site lighting.

8. Preliminary irrigation design including head locations, primary lines and controller locations.

9. Any other site features including, but not limited to, fences, walls, gates, trellises, pergolas, fountains, screening and exterior FF&E.

C. Design Development Architectural Plans (Scale 1/4" = 1'-0")

Include at least the following items:

1. Developed floor plans, roof plans, sections, all exterior elevations, perspectives and details for all exterior improvements on or to the land.

2. Exterior building materials, finishes and textures.

D. Massing Model

Updated massing model of all site and building features consistent with the submittal requirements above at an appropriate scale in a simple 'foam core' study model style.

E. Image, Material and Color Boards

Updated image board of the proposed development including colored building renderings, preliminary exterior colors and preliminary exterior materials.

F. Preliminary Specifications

Draft or outline construction specifications.

G. Written Report

Furnish an updated and revised written description of the proposed development including at least the following items, as applicable:

1. Gross and net acreage of the property area.
2. Gross and net square footage of building improvements and F.A.R. calculations.
3. Parking space counts and parking ratio calculations.
4. Percentages of building coverage, roads, and Open Space.
5. The location, size (height and floor area) and function of the proposed facilities.
6. The general disposition of the various program elements on the property.
7. An updated project schedule.
8. An updated project budget.

EXHIBIT "T"

MULTI-FAMILY OR COMMERCIAL PROPERTY FINAL PLANS REQUIREMENTS

Materials Submitted by Owner to Declarant in Conjunction with Declarant's Review of Final Plans for Multi-Family or Commercial Property.

(Submit drawings as pdf files. Submit specification and report as pdf or MS Word files)

A. Final Civil Construction Plans (Scale 1"=30' or larger)

Include at least the following items, as applicable:

1. North arrow and coordinate grid system.

2. Site boundaries plus jurisdictional wetland boundaries with associated buffer lines.

3. Right of Way and any utility easements.

4. Proposed building footprints, all existing and proposed facilities, parking areas, driveways, drainage ways, entry features, signs, backflow preventers, electrical switchgear, transformers, lift stations, dumpsters, other site improvements, etc.

5. Existing topography, proposed site grading and proposed building finished floor elevations.

6. Hardscape, parking lot, road and drainage inlet grate elevations.

7. Plans and profiles of all storm drains and connection to off-site storm water facilities.

8. Meet all applicable governmental and permit requirements. Indicate drainage, on-site storm water retention and off-site storm water disposition.

9. All underground utilities including, without limitation, potable water, wastewater, irrigation reuse water, natural gas, electrical power, telephone and other necessary utilities.

10. Development phasing.

11. Proposed impacts to water bodies or modifications to existing systems, either on-site or off-site.

12. Pedestrian access and circulation.

B. Final Landscape and Irrigation Construction Plans (Scale 1' = 30' or larger)

Base on the final Civil plans and include at least the following items, as applicable:

1. Aesthetic grading.

2. Landscape and hardscape design.

3. Plant list including botanical names, common names, quantities, and sizes at planting and at maturity.

4. Percentage of building coverage, roads and Open Space.

5. Site signage and graphics.

6. Entry features.

7. Site lighting including fixture specifications.

8. Irrigation design including head locations, primary and distribution lines and controller locations.

9. Any and all other site features including, but not limited to, fences, walls, gates, trellises, pergolas, fountains, screening and exterior FF&E.

C. Final Architectural and Engineering Construction Plans (Scale 1/4" = 1'-0")

Include at least the following items:

1. Architectural floor plans, roof plans, sections, wall sections, all exterior elevations, perspectives and details for all exterior improvements on or to the land.

2. Exterior building materials, finishes and textures.

3. Building structural drawings.

4. Building MEP drawings.

5. Exterior building lighting.

D. Final Massing Model

Model all of the site and building features consistent with the submittal requirements above, including colors, at an appropriate scale in a simple 'foam core' study model style.

E. Image, Material and Color Boards

Updated image board of the proposed development including colored building renderings, exterior colors and exterior materials.

F. Final Specifications

Final construction specifications.

G. Written Report

Furnish an updated and revised written description of the proposed development including at least the following items, as applicable:

1. Gross and net acreage of the property area.
2. Gross and net square footage of building improvements and F.A.R. calculations.
3. Parking space counts and parking ratio calculations.
4. Percentages of building coverage, roads, and Open Space.
5. The location, size (height and floor area) and function of the proposed facilities.
6. The general disposition of the various program elements on the property.
7. An updated project schedule.
8. The project construction budget.

EXHIBIT "U"

FORM OF COMPLETION CERTIFICATE

Approved Form of Completion Certificate

The undersigned, the architect of record for the design and supervision of the construction of a certain _____ as referenced in those certain plans dated _____ and approved by _____ on _____, 200___ (the "**Approved Final Plans**"), hereby certifies to _____, as required by the provisions of Article 5.8 of that certain Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Obligations for Golden Oak dated _____, and recorded in the Public Records of Orange County, Florida, the following:

THE CONSTRUCTION OF ALL IMPROVEMENTS DEPICTED ON THE APPROVED FINAL PLANS, INCLUDING, WITHOUT LIMITATION, ALL EQUIPMENT, FITTINGS AND FIXTURES REQUIRED TO BE INSTALLED PURSUANT TO THE APPROVED FINAL PLANS, HAVE BEEN SUBSTANTIALLY COMPLETED AND INSTALLED IN SUBSTANTIAL CONFORMANCE, IN ALL MATERIAL RESPECTS, WITH THE APPROVED FINAL PLANS AND IN ACCORDANCE WITH ALL APPLICABLE LAWS RELATING TO THE CONSTRUCTION OF THE IMPROVEMENTS DEPICTED IN THE APPROVED FINAL PLANS, AND THAT DIRECT CONNECTION HAS BEEN MADE TO ALL ABUTTING PUBLIC UTILITIES (INCLUDING WATER, ELECTRICITY, STORM AND SANITARY SEWER AND TELEPHONE).

ARCHITECT

_____

By:_____

Printed Name:_____

Date:_____

EXHIBIT "V"

INITIAL RULES AND REGULATIONS

[See Next 20 Pages]

INITIAL RULES AND REGULATIONS

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INITIAL RULES AND REGULATIONS

The purpose of these Rules and Regulations is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities which fall outside of "the norm". In fact, it is expressly intended that the Non-Residential Association, through its Board of Directors, shall have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, including, but not limited to, these Rules and Regulations, based upon aesthetic or other considerations consistent with the established guidelines. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it estop the Non-Residential Association from taking enforcement action in any appropriate circumstances.

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 Project adopted pursuant to Article 4.3 of the Master Declaration.

Pursuant to Article 6.4 of the Master Declaration, in the event the Non-Residential Association shall, in Declarant's sole, absolute and unfettered discretion, fail to fully and faithfully perform its duties and obligations with respect to these Rules and Regulations, after written notice and an opportunity to cure, Declarant may assume, but shall have no obligation to assume, the Non-Residential Association's jurisdiction with respect to the matter of such failure and Declarant shall have the right, but not the obligation, to perform the Non-Residential Association's rights and obligations with respect to such assumed matter, and Declarant shall have the enforcement, assessment and lien rights of the Non-Residential Association set forth in the Master Declaration that are applicable to such assumed matter.

1. Animals and Pets. Only common household pets belonging to Owners (or those occupying Parcels or Units through the authority of Owners), will be allowed within the Property, subject to the following further restrictions: (1) only common household pets, but excluding domestic pigs, may be kept on a Parcel or Unit; (2) no pet shall be permitted outside a Unit except on a leash and at all times under the control of its owner; (3) no other animals, livestock or poultry of any kind shall permanently or temporarily be kept on any portion of the Property; (4) no pets may be kept for the purpose of breeding or for any commercial purposes whatsoever; (5) no pets shall be allowed to constitute a nuisance; (6) each pet owner shall walk his or her pet only in areas owned by such Owner or in portions of the Common Property designated by the Non-Residential Association, if any, from time to time, as "Pet Walk Areas"; (7) each pet owner shall promptly remove and dispose of waste matter deposited by the pet owner's pet through a proper sewage receptacle; and (8) that no more than four (4) pets shall be permitted on or within any Unit. Those pets which, in the sole discretion of the Non-Residential Association, endanger the health, make objectionable noise or constitute a nuisance, threat or inconvenience, shall be permanently removed from the Property within three (3) days of written request from the Non-Residential Association. Each Owner, by acquiring title to any portion of the Property, agrees to indemnify Declarant and the Non-Residential Association and hold them harmless against all loss or liability of any kind whatsoever arising from any pet or animal of the Owner or any resident of the Owner's Parcel or Unit. Violent or dangerous animals, including, but not limited to, any and all "Pit Bulldog" breeds (including Staffordshire Bull Terriers, Bull

Terriers, Pit Terriers and American Pit Bull Terriers) (as such list may be modified by the Non-Residential Association from time to time), are prohibited. The Non-Residential 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 Parcel and Unit and fair share use of the Property. The Non-Residential Association may from time to time define common household pets. Nothing contained in these Rules and Regulations is intended to infringe upon an Owner's ability to keep a service animal on the Property, for example, a disabled Owner or occupant may keep a service animal in his or her Unit for the benefit of a disabled Owner or occupant; provided, however, that the foregoing Rules and Regulations related to animals and pets shall apply to any service animal kept or maintained within the Property.

2. Wildlife. Substantial wildlife may exist within the Property, including, but not limited to, gopher tortoises, alligators, armadillos, fish, snakes, squirrels, birds, panther, deer, osprey, opossums and raccoons. Such wildlife may be dangerous. No owners, residents, or their guests or invitees shall feed, harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect any wildlife within the Property, except in circumstances where such wildlife is imposing an imminent threat to the safety of persons or pets. Notwithstanding anything to the contrary contained in these Rules and Regulations, bird feeders may be located in the rear of a Parcel or Lot.

3. Firearms; Fireworks. The use and discharge of firecrackers, fireworks, and firearms within the Property is prohibited; provided, that neither Declarant nor the Board of Directors of the Non-Residential Association shall have any obligation to take action to prevent or stop such discharge or to enforce this Article 3 of the Rules and Regulations. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

4. Nuisances. No obnoxious or offensive activity shall be carried on or about the Property or any portion thereof, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner or which materially disturbs or destroys the vegetation, wildlife, or air quality within the Property, or which interferes with the reasonable enjoyment of any part of the Property or that detracts from the overall appearance of the Property, or which results in unreasonable levels of sound or light pollution. No use or practice shall be allowed in or around the Property or portions thereof which is a source of annoyance to Owners or occupants of Parcels or Units or which interferes with the peaceful possession or proper use of the other Parcels, Units or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Parcels or Units. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes, and in connection with the operation of the Golf Course Facility), noisy or smoky vehicles, unlicensed off road motor vehicles, or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Parcel or Unit, or exposed to the view of other Owners without the prior written approval of the Non-Residential Association. Any ultra-hazardous activity permitted or undertaken by any Owner within any portion of the Property shall be a nuisance.

5. No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of any Parcel or Unit nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. No activity shall be conducted in any Parcel or Unit that involves the production or distribution by any means, whether electronic or otherwise, of pornographic, adult, nude or sexually oriented or explicit materials, content or entertainment. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction there over relating to any Parcel or Unit shall be corrected by, and at the sole expense of, the Owner or such Parcel or Unit.

6. Window Coverings/Air Conditioning Units.

(i) Unless the Non-Residential Association 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. The side of such window coverings that is visible from the exterior of any improvements must be white or off-white in color.

(ii) No window tinting or reflective coating may be affixed to any window that is visible from any street, alley or other portion of the Property, without the prior approval of the Non-Residential Association. No mirrored coatings will be permitted.

(iii) No window air conditioning units may be installed in any Unit.

7. Garages. Garage doors shall remain closed except for temporary periods reasonably related to the active use of the garage, as determined in the Non-Residential Association's sole, absolute and unfettered discretion. A garage or carport may not be converted to finished space for use as an apartment, an integral part of the Unit's living area, or for purposes other than parking a vehicle, and ancillary storage, without prior written approval of the Non-Residential Association, which approval may be withheld in the Non-Residential Association's sole, absolute and unfettered discretion. As used in this Article 7 of the Rules and Regulations, "vehicle" shall include, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans and recreational vehicles.

8. Exterior Lighting. Excessive exterior lighting on any Parcel or Unit is prohibited. The Non-Residential Association in its sole, absolute and unfettered discretion shall determine whether any exterior lighting is excessive. All exterior lighting, excepting Religious and Holiday Lighting as otherwise addressed by these Rules and Regulations, shall be subject to approval by Declarant pursuant to Article 5 of the Master Declaration. This Article 8 shall not apply to the Disney Parcel, Hotel Parcel Owner or Golf Parcel Owner and all lighting on the Hotel Property and Golf Property shall be subject to Declarant's approval pursuant to the Parcel Declaration applicable to the Hotel Parcel and Golf Parcel.

9. Storage of Goods. Storage (except in approved structures or containers) of furniture, fixtures, appliances, machinery, equipment, or other goods and chattels, if not in active use, on any portion of a Parcel or Unit which is visible from outside the Parcel or Unit is prohibited.

10. Prohibited Conditions. The following conditions, structures, or activities are prohibited on any Parcel or Unit:

(i) Dog runs and animal pens of any kind;

(ii) Detached shacks, storage sheds or other structures of a temporary nature except as may be authorized by Declarant during the initial construction of improvements within the Property or pursuant to Article 33 of these Rules and Regulations. Temporary structures used during the construction or repair of a dwelling or other improvements shall be removed immediately after the completion of such construction or repair. On-site purpose-built storage sheds (but not prefabricated storage sheds) may be permitted subject to prior written approval of the Non-Residential Association and compliance with applicable guidelines;

(iii) The flying of any flag is prohibited; *provided, however*, that Owners may display (i) one portable, removable United States flag or official flag of the State of Florida, at any time, in a respectful manner, consistent with Title 36 U.S.C. Chapter 10, (ii) one portable, removable official flag, in a respectable manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Air Force, Navy, Marine Corps, or Coast Guard, or a POW-MIA flag, and (iii) one flag or banner representing a sports team, nation or special event approved by the Non-Residential Association, not larger than 4 1/2 feet by 6 feet, in a respectful manner, for a maximum of three (3) consecutive days and not exceeding twelve (12) days in any calendar year. In addition, the Hotel can fly the official flag of Canada;

(iv) Except with respect to the Hotel Property, Fractional Property, Golf Property and Disney Property, outdoor athletic and recreational facilities such as playscapes, swing sets, and sport courts (including basketball hoops), unless approved in advance by the Non-Residential Association (proper screening may be required for any such facilities);

(v) Outside clotheslines or other outside facilities for drying or airing clothes, except for such clotheslines whose installation and use is protected by federal or Florida law. Notwithstanding such protection, an application for any such clotheslines must be submitted for approval to the Non-Residential Association prior to installation, and approval will be granted only if (i) it is designed for minimal visual intrusion when installed (i.e., is located in a manner which minimizes visibility from the street or an adjacent Parcel or Unit and is consistent with the First-Class Standard); and (ii) it complies, to the maximum extent feasible, with the Design Guidelines within the confines of the approval governmental regulations; and

(vi) Except with respect to the Hotel Property, Fractional Property, Golf Property and Disney Property, the operation or use of any generator on or within any Unit or Lot, except (i) if such generator is included as part of the Improvements comprising a Home and such generator is part of the Improvements approved by Declarant as part of the Approved Final Plans for the initial construction of the Home or any Alterations thereto, and such generator otherwise

complies with the Design Guidelines, or (ii), if such generator is not included as part of the Improvements comprising a Home, a generator may only be operated or used during emergency conditions, as determined by the Non-Residential Association in its sole, absolute and unfettered discretion from time to time, to operate essential domestic appliances. Notwithstanding anything herein to the contrary, no generator shall be operated within any enclosed structure at anytime.

Any condition, structure, improvement, or thing permitted to be placed, constructed, erected, or installed on a Parcel or Unit, including those described above, shall be maintained in good condition at all times in compliance with the First-Class Standard.

11. Subdivision. Subdivision of a Parcel or Lot into two or more Parcels or Lots, or changing the boundary lines of any Parcel or Lot after a subdivision plat including such Parcel or Lot has been approved and filed in the Official Records of the County, except that Declarant and Declarant's Affiliates, and any person or entity expressly authorized in writing by Declarant, shall be permitted to subdivide or replat Lots or Parcels which it owns.

12. Timeshare; Fractional. Except as provided in this Article 12 of these Rules and Regulations, no timeshare plans, fractional plans, exchange programs or clubs, or travel or vacation clubs comprised of a trust, corporation, cooperative, limited liability company, partnership, equity plan, non-equity plan, membership program, or any such other similar programs, structures, schemes, devices or plans of any kind (i) shall be created, established, operated or maintained with respect to the Property, (ii) shall acquire or accommodate a Unit, and (iii) shall be permitted to incorporate a Unit into such entity, program, structure, scheme, device or plan. Notwithstanding the foregoing, this Article 12 of these Rules and Regulations shall not prohibit or restrict (i) Fractional Parcel Owner from creating, establishing, operating or maintaining the Fractional Development and conveying Fractional Interests in accordance with the Fractional Parcel Permitted Use, or (ii) Declarant from creating, establishing, operating or maintaining a Private Residence Club(s) on the Unbranded Residential Property as set forth in the Master Declaration.

13. Trade; Business. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct "discreet home business activities" within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements and other applicable governmental regulations for the Property; (c) the business activity does not involve persons coming on to the Property who do not reside in the Property or door-to-door solicitation of residents within the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents, guests, or invitees of the Property, as may be determined in the sole, absolute and unfettered discretion of the Non-Residential Association. The terms "business" and "trade" as used in this Article 13 of these Rules and Regulations shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an on-going basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii)

such activity is intended to or does generate a profit; or (iii) a license is required therefor. Examples of "discreet home business activities" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Non-Residential Association may restrict any business activities that it determines interfere with the enjoyment or residential purpose of the Property in its sole, absolute and unfettered discretion.

(a) The leasing of a Unit in accordance with these Rules and Regulations shall not be considered a business or trade within the meaning of this subarticle. This subarticle shall not apply to any activity conducted by Declarant or Declarant's Affiliates, Hotel Parcel Owner, Fractional Parcel Owner, Golf Parcel Owner, Disney Parcel Owner or a Developer approved by Declarant with respect to its development and sale of the Property or its use of any Units which it owns within the Property.

(b) Notwithstanding anything to the contrary in these Rules and Regulations, Declarant, Declarant's Affiliates, Fractional Parcel Owner, any Developer and any builder approved by Declarant in writing may utilize a Unit as a show house or model home. Furthermore, Declarant and Declarant's Affiliates, any Developer and any builder approved in writing by Declarant may utilize a Unit as a sales office for homes being constructed within the Property.

14. Quiet Enjoyment. Nothing shall be done or maintained on any part of a Parcel or Unit which emits foul or obnoxious odors outside the Parcel or Unit or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants and invitees of other portions of the Property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property which, in the Non-Residential Association's reasonable determination, tends to cause embarrassment, discomfort, annoyance, or nuisance to others.

15. Activities Within a Parcel or Unit. No rule shall interfere with the lawful activities carried on within the confines of structures on Parcels or Units, except that the Non-Residential Association may prohibit activities not normally associated with property restricted to residential use (if such Parcel or Unit is a residential parcel) or commercial use (if the Parcel or Unit is a commercial parcel), and it may restrict or prohibit any activities that create monetary costs for Declarant, the Non-Residential Association, or other Owners, that create a danger to the health or safety of occupants of other Parcels and Units, that are or might be unsafe or hazardous to any person or property, that increase the costs of any insurance, that generate excessive noise or traffic, that create unsightly conditions visible outside the Parcel or Unit, that block the views from other Parcels or Units, or that create an unreasonable source of annoyance.

16. Household Composition. No rule shall interfere with the freedom of occupants of Parcels or Units to determine the composition of their households, except that the Non-Residential 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 Parcel or Unit on the basis of size and facilities of the Parcel or Unit and its fair use of the Common Property. Occupancy of a Unit by more than two (2) persons per bedroom (excluding minor children) in the Unit shall be prohibited. For purposes of this provision, "occupancy" shall be defined as

staying overnight in the Unit more than thirty (30) days in any six (6) month period. No rule shall limit the occupancy of any person or persons regularly providing household services or personal assistance to any Owner, including, but not necessarily limited to, any butler, nanny, or maid.

17. Signs. Except with respect to the Hotel Property, Fractional Property, Golf Property and Disney Property, with the exception of street numbers in front of Units or names and addresses on mail boxes, if any, and except as may be required by legal proceedings or Florida law, no sign, advertisement, banner, notice or other lettering, including, without limitation, "for sale" and "for lease" signs, and those of realtors, contractors and subcontractors, shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Property, including the interior of any Unit if visible from any street, alley or other portion of the Property, without the prior written consent of the Non-Residential Association. Notwithstanding the foregoing, each Parcel or Unit may have posted, prior to initial occupancy of the Parcel or Unit, a sign setting forth the Owner's name and the name of the architect and builder, provided that any such sign shall be removed at the time of initial occupancy. All builders shall be subject to this restriction. This restriction shall not apply to entry, directional, and marketing signs installed by or with the consent of the Non-Residential Association.

18. Religious and Holiday Displays. The rights of Owners to display religious and holiday signs, symbols and decorations on their Parcels or Units of the kinds normally displayed in or outside of residences located in residential neighborhoods shall not be abridged, except that any such display on the outside of the residence shall (i) be of reasonable size and scope, (ii) not be installed prior to thirty (30) days prior to the first day of the official religious celebration or holiday and shall be removed no later than ten (10) days after the last day of such official religious celebration or holiday, (iii) not make sounds or other audible noises or emit excessive light that constitute a nuisance in the Non-Residential Association's sole, absolute and unfettered discretion, (iv) contain moving pieces or parts that constitute a nuisance in the Non-Residential Association's sole, absolute and unfettered discretion, and (v) be tastefully installed and maintained in the Non-Residential Association's sole, absolute and unfettered discretion. The Non-Residential Association may modify and amend the foregoing restrictions and/or adopt additional reasonable time, place and manner restrictions (including design criteria) for the purpose of minimizing damage and disturbance to other Owners and occupants.

19. Antennas and Satellite Dishes. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind may be allowed on the Property (excluding the Hotel Parcel, Fractional Parcel, Golf Parcel, Disney Parcel, or any other portions of the Property owned by Declarant or Declarant's Affiliates), except (i) as may be provided by the Non-Residential Association for the benefit and use of the Property; (ii) if such apparatus is completely contained within the Unit so as not to be visible from outside the Unit; (iii) if such apparatus is specifically covered by 47 C.F.R. Part 1, Subpart S, Article 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time, and approved for installation by Declarant pursuant to Article 5 of the Master Declaration, or (iv) that one such apparatus measuring no more than twenty-four (24) inches in diameter may be affixed to the exterior of a Unit in a location designated by Declarant

pursuant to Article 5 of the Master Declaration for the installation of such apparatus, or, if Declarant is unable to designate an appropriate installation location, on the Owner's Unit in the best location that allows for acceptable reception yet maximum aesthetic compatibility with the surrounding environment. Declarant and the Non-Residential Association shall have the right, but not the obligation, to grant easements from time to time across the Property to facilitate the installation of the apparatus in the most aesthetically compatible location on the Property. If an Owner elects to avail himself of item (iii) or (iv) above, the Owner will be required to paint the apparatus to match the exterior paint color of the Unit, as applicable, if such painting does not void any warranty on the apparatus. In addition, the Non-Residential Association may adopt rules requiring plants to be placed around the apparatus or some other means of obscuring the apparatus from the view of other Owners or persons on the ground. No electrical or other equipment may be operated on the Property which interferes with television signal reception. The Non-Residential Association is empowered to adopt rules governing the types of antennae, and restrictions relating to safety, location and maintenance of antennae. The Non-Residential Association, subject to the provisions of 47 C.F.R. Part 1, Subpart S, Article 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time, may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to locations not visible from the street or neighboring properties, and integrated with a Unit and surrounding landscape, to the extent that installation of the apparatus and the reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land use and building regulations. The provisions of this Article 19 of these Rules and Regulations are intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high powered broadcasting equipment.

20. Trash Containers and Collection. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Property except in containers located in appropriate areas, if any, and in all events such containers shall not be visible from any portion of the Property except for the minimum time necessary for its collection. The Non-Residential Association shall have the right to prescribe a "standard" trash or garbage container to be used by each Owner. To provide a healthy environment and in order to eliminate odors and vermin, all trash and garbage must be placed in plastic bags in the prescribed garbage container and deposited ONLY in the areas designated by the Non-Residential Association. Owners shall not leave trash out for pick-up prior to 7:00 p.m. on the night prior to pick-up and shall remove trash receptacles as soon as practicable after pick-up. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property, except within an enclosed structure appropriately screened from view and erected for that purpose, with the Non-Residential Association's prior approval. All Developers and builders shall be subject to this restriction as may be applicable.

21. Pool Equipment. All pool equipment stored on any Parcel or Unit shall be screened from view from outside the Parcel or Unit.

22. Unsightly or Unkempt Conditions. All portions of a Parcel or Unit outside enclosed structures shall be kept in a clean, sightly, healthy and tidy condition at all times. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Parcel or Unit in a manner which is unsanitary, unsightly, offensive, or detrimental to any other portion of the Property, as the Non-Residential Association may determine in its sole, absolute and unfettered discretion.

23. Woodpiles; Burning. Woodpiles or other material shall be properly screened and stored in such a manner so as not to attract rodents, snakes, and other animals and/or create a fire hazard, as the Non-Residential Association determines in its sole, absolute and unfettered discretion. No open fires or burning of leaves, trash, rubbish, garbage or other materials of any type shall be permitted or conducted on the Property; *provided, however*, that the foregoing shall not prohibit the burning of wood, logs, charcoal, natural gas or propane in a contained fireplace or barbecue unit, whether inside or outside of any building or other structure located on the Property, so long as such fire is properly attended.

24. Parking and Vehicular Restrictions.

(i) Automobiles, Commercial Vehicles and Recreational Vehicles. Except as provided below and except with respect to the parking on main parking areas of the Hotel Parcel, Golf Parcel and Disney Parcel, or as otherwise approved by the Non-Residential Association from time to time, parking on the Property, outside of a fully enclosed garage, shall be restricted to private automobiles and passenger-type vans, jeeps and trucks having a capacity of no more than two (2) tons. Except as provided below, no commercial truck, commercial van, bus or similar vehicle may be kept on the Property, including within any designated parking areas (the "**Prohibited Vehicles**"). Prohibited Vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, but that are designed for the commercial transportation of equipment or goods, or (ii) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise, or (iii) containing tool racks, saddle racks, or other elements of a commercial nature. Commercial vehicles shall be permitted to park on the Property for purposes of loading and unloading only, or during such temporary period of time in which the Owner has procured maintenance or repair service for the Owner's Parcel or Unit for which such commercial vehicle is required. Any use of recreational vehicles, mobile homes, motor homes, campers and trailers shall be limited to providing the Owner thereof ingress and egress over the roadways within the Property as may be required for such Owner to obtain access to and from its Parcel or Unit and a publicly dedicated road right-of-way. All recreational vehicles, mobile homes, motor homes, campers and trailers must be parked in a fully enclosed garage at all times when not in use. No recreational vehicle, mobile home, motor home, camper or trailer located on the Property shall be used as a residence, either temporarily or permanently. Emergency vehicles shall not be restricted by these Rules and Regulations and shall have access to the Property to fulfill the needs of any emergency.

(ii) Motorcycles, Mopeds, Boats, and Other Vehicles. All boats, jet-skis, waverunners, and other vehicles used for similar types of recreational purposes must be parked in a fully enclosed garage at all times when not in use. Parking of these vehicles in driveways or

in the streets is not permitted. Except as provided below, all terrain vehicles, dirt bikes and any similar "off road" vehicle (as determined by the Non-Residential Association from time to time) shall not be operated within the Property. Any use of motorcycles, mopeds, motorbikes and other similar "on road" vehicles within the Property shall be limited to providing the Owner thereof ingress and egress over the roadways within the Property as may be required for such Owner to obtain access to and from its Parcel or Unit and a publicly dedicated road right-of-way. All motorcycles, mopeds and motorbikes shall be equipped with effective sound muffling devices.

(iii) Additional Restrictions. Except with respect to vehicles used for the maintenance and operation of the Golf Course Facility, no vehicle shall be left within the Property (excepting a fully enclosed garage) for more than one business day if not capable of self-propulsion. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle, upon any portion of the Property, except in an enclosed garage with the doors thereto closed at all times.

(iv) Prohibited Parking. Except as otherwise expressly provided herein or from time to time in the Non-Residential Association's sole, absolute and unfettered discretion, no parking shall be permitted on any streets, curbs, sidewalks, lawns, or swale areas, and all parking shall only be permitted in driveways and garages and/or designated parking areas within the Property. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in these Rules and Regulations promulgated by the Non-Residential Association from time to time may be towed by the Non-Residential Association at the sole expense of the Owner of such vehicle, without warning or any liability therefor.

(v) Designated Parking Areas. The Non-Residential Association may, but shall not be obligated to, designate certain portions of the Property, which may be relocated from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers. Any such area designated pursuant to this Article 24 of these Rules and Regulations, in the sole, absolute and unfettered discretion of the Non-Residential Association, may be terminated for such use without cause. The Non-Residential Association shall have the authority to formulate appropriate rules concerning the use of any such parking/storage area, including reasonable charges therefor.

Notwithstanding the foregoing, (i) for purposes of cleaning, loading, unloading, and short-term and visitor or guest parking, any vehicle may be parked temporarily outside of an enclosed garage or other structures approved by the Non-Residential Association for time periods reasonably necessary to perform such task, and (ii) recreational vehicles and mobile homes of Hotel Property Guests and Fractional Property Guests may be parked on the Hotel Parcel and Fractional Parcel for the duration of such Hotel Property Guest's or Fractional Property Guest's stay. The Non-Residential Association, in its discretion, may enact rules governing such temporary, irregular use or, in the absence of specific rules, shall have discretion in determining what constitutes permissible use.

25. Golf Carts. The following Rules and Regulations in this Article 25 shall not apply to the use, operation or ownership of golf carts located on the Hotel Parcel and Golf Parcel. Owners may use privately owned golf carts, subject to the restrictions set forth herein. The Non-

Residential Association may require that all golf carts be painted a uniform color approved by the Non-Residential Association. Golf carts shall be confined to the areas designated by the Non-Residential Association from time to time in its sole, absolute and unfettered discretion. Neither Declarant nor Declarant's Affiliates or the Non-Residential Association shall have any liability to any Owner or its guests for any use by them of a golf cart on any portion of the Property.

The following rules and regulations shall apply to the use of any golf carts on the Property (except on the Golf Parcel or Hotel Parcel):

(i) Golf cart drivers must be at least 16 years of age, and obtain a learner's permit or a valid driver's license recognized in the State of Florida in order to operate a golf cart, which must be in the driver's possession at all times while operating a golf cart.

(ii) Golf carts are to be driven only on designated golf cart paths, the Golf Course Facility and those other areas within the Property expressly designated by Declarant or the Non-Residential Association from time to time in its sole, absolute and unfettered discretion, as areas upon which golf carts may be driven.

(iii) Golf cart drivers must abide by all local and state traffic laws, including, but not limited to, parking regulations, lane travel, stop signs, legal passing of other vehicles, etc.

(iv) Golf cart drivers should pull over as far as possible to the right side of the road allowing cars or trucks coming from behind to pass the golf cart safely.

(v) Pedestrians always have the right-of-way on any portion of the Property.

(vi) Golf cart drivers shall maintain adequate distance between other golf carts, other vehicles and pedestrians at all times.

(vii) A golf cart should be operated at a speed equivalent to a well-paced walk and no faster than fifteen (15) miles per hour. This maximum speed may be subject to the terrain over which it is being driven, the weather conditions and the total weight of the golf cart and passengers and any equipment being carried thereon. Reduce the speed as safety determines, including, but not limited to, reducing speed to compensate for inclines, pedestrians and weather conditions. Approach sharp or blind corners with caution and reduce speed. No golf carts may be operated on the Property that have had engine upgrades to increase available speed.

(viii) Use extreme care at building entrances and upon entering/exiting any enclosed areas.

(ix) Golf cart drivers must park in designated areas only, and may not block or impede the entrance to any building, stairways, designated handicapped areas, or to any other golf cart or vehicle.

(x) Illegally parked golf carts may be removed by Declarant, the Non-Residential Association or their agents.

(xi) Golf cart occupants cannot exceed the total number of intended number seats available in the cart.

(xii) All occupants should keep their hands, arms, legs and feet within the confines of the golf cart at all times when golf cart is in motion. All occupants riding in golf carts must be seated at all times.

(xiii) Children and infants are not permitted to ride on the laps of other occupants. Any child or infant riding in the golf cart must be legally and safely secured in his or her own seat.

(xiv) Golf carts may not be used to tow another person on a skateboard, bicycle, roller blades, etc.

(xv) No one under the influence of alcohol may operate a golf cart. No consumption of alcohol is permitted in the golf cart.

(xvi) Never leave the keys in the golf cart when unattended. When the golf cart is not in use, the operator must place the golf cart control lever in the park or neutral position, remove and secure the key and set the parking pedal brake.

(xvii) Headlights and taillights are required for operation of all golf carts from dusk until dawn.

If an individual is observed operating a golf cart in an unsafe or reckless manner, or not operating a golf cart in accordance with established rules and regulations, the security representative will direct the offender to exit the golf cart and turn possession of the golf cart to the security representative. The security representative will maintain possession of the golf cart until such time as the Non-Residential Association determines (i) whether to fine such Owner, and/or (ii) to release the golf cart and reinstate such Owner's privileges to use such cart. If there are more than two (2) violations by an Owner, his guests or invitees, that Owner's golf cart privileges may be suspended indefinitely.

26. Wetlands, Lakes, and Other Water Bodies. Wetlands, lakes, ponds, and streams within the Property, if any, are part of the Surface Water Management System. The wetlands, lakes, ponds, and streams within the Property shall not be used for fishing, swimming, wading, boating or any other active use (except as otherwise set forth in Article 4.10 of this Master Declaration, and except that the foregoing shall not prohibit or restrict the use of any pedestrian pathways and/or golf cart ways that are in existence as of the Effective Date or that may be constructed or installed after the Effective Date if and to the extent permitted by any applicable Law or Governmental Authority and in conformity with the proviso in Article 4.10 of this Master Declaration). Neither Declarant, nor Declarant's Affiliates, the Non-Residential Association nor any of their employees or agents shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams, canals or other bodies of water within or adjacent to the Property.

27. Solar Equipment. No solar heating equipment or device is permitted outside the dwelling or other structures on a Parcel or Unit except for pool heaters and such devices whose installation

and use is protected by federal or Florida law. Notwithstanding such protection, an application for any such equipment or device must be submitted for approval to the Non-Residential Association prior to installation and approval will be granted only if:

(i) First, such equipment or device is designed for minimal visual intrusion when installed (i.e., is located in a manner which minimizes visibility from the street or an adjacent Parcel or Unit and is consistent with the First-Class Standard); and

(ii) Second, the equipment or device complies, to the maximum extent feasible, with the Design Guidelines within the confines of the applicable governmental regulations.

28. Fences. Fencing on a Parcel or Unit must be approved by the Non-Residential Association. Any fence on a Parcel or Unit shall be of a material, height, design, composition, material, color and in a location on the Parcel or Unit as specified in the Design Guidelines or as the Non-Residential Association otherwise approves. All fences, if permitted, must be kept in good repair by the Owner, at the Owner's sole cost and expense. If fences are permitted, the Non-Residential Association may, in its sole discretion, and at the time of installation or at any time subsequent thereto, require a parallel shrubbery to camouflage the presence of such fence. Any fence erected or constructed on a Parcel or Unit shall be subject to any and all easements located within the Parcel or Unit, and the Owner thereof shall be responsible to repair and/or replace, at its expense, any damage caused to the fence and/or landscaping which result from any use of the easement for the purpose for which the easement is intended.

29. Sewage Disposal. No individual sewage disposal system shall be permitted on any part of the Property, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system without the Non-Residential Association's prior written consent which may be withheld by the Non-Residential Association in its sole, absolute and unfettered discretion. Notwithstanding the foregoing, Declarant and the Non-Residential Association shall have the right to utilize on-site sewage disposal systems until such time that a central sewage disposal system is made available.

30. Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner. Nothing shall be done or permitted by any Owner, its guests, invitees or agents, which would increase the rate for any insurance maintained by Declarant or the Non-Residential Association, or cause such insurance to be canceled or not renewed by the insurer.

31. Garage Sales, Rummage Sales, Auctions or Similar Activities. Garage sales, rummage sales or similar sales shall be prohibited. Auctions of any kind whatsoever, including auctions for the sale of any personal property, real property, Parcel, Unit, or other property shall also be prohibited.

32. Slopes and Trees. No Owner may engage in any activity which will change the slope or drainage of a Parcel. No additional trees are permitted to be planted on the Property without the prior written consent of the Non-Residential Association.

33. Temporary Structures. Unless previously approved by the Non-Residential Association or Declarant, no tent, shack, shed or other temporary building or Improvement, other than separate construction and sales trailers to be used by Declarant, Fractional Parcel Owner, or either of their agents and contractors, for the construction, service and sale of the Property or other communities, shall be placed upon any portion of the Property, either temporarily or permanently, without the prior written approval of the Non-Residential Association, which approval may be withheld by the Non-Residential Association in its sole, absolute and unfettered discretion. Notwithstanding the foregoing, Golf Parcel Owner shall have the right to place a temporary trailer or similar temporary structure on the Golf Parcel during the renovation of the golf course clubhouse for temporary clubhouse operation purpose; *provided, however*, that the same shall be subject to reasonable prior architectural and landscaping approval of the Non-Residential Association. Notwithstanding the foregoing, Hotel Parcel Owner, Golf Parcel Owner and Disney Parcel Owner shall have the right to place Event Tents (defined below) on such Owner's Parcel. "**Event Tents**" shall mean temporary tents or pavilions in connection with the provision of temporary event services to guests and invitees in the ordinary course of Hotel Parcel Owner's business, Golf Parcel Owner's business or the operation and use of the Disney Property, as applicable, and (i) all Event Tents shall comply with the First-Class Standard and applicable Law, (ii) no Event Tent shall remain assembled for more than thirty (30) consecutive days or for more than ninety (90) total days in any calendar year; (iii) any Event Tent and all portions thereof shall be fully disassembled and removed when not in use, and (iv) all such Event Tents shall be subject to reasonable rules and regulations promulgated by the Non-Residential Association from time to time and the Design Guidelines, if any.

34. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Parcel or Unit nor shall oil wells, gas or other tanks, tunnels, mineral excavations or shafts be permitted upon or in any Parcel or Unit. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Parcel or Unit. This Article 34 of these Rules and Regulations shall not prohibit tanks or lines used to provide propane or natural gas to the any Unit for normal domestic purposes.

35. Additions and Alterations. No Unit shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his Unit, including, without limitation, the painting, staining, or varnishing of the exterior of the Unit, including doors, garage doors, driveways and walkways, without the prior written approval of (i) Declarant as set forth in Article 5 of the Master Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities.

36. Real Estate Brokerage, Sales or Rental Office. Except with respect to the Fractional Property, no real estate brokerage, sales, rental or management office or other business that sells, rents or manages any Parcel or Unit may be located within the Property without the prior written

consent of Declarant, which consent may be withheld in Declarant's sole, absolute and unfettered discretion. 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, rental and management office within the Property. No lockbox or multi-lock box, for any purpose, shall be placed or maintained on the exterior of any Unit or otherwise located on the exterior of any Lot or Parcel.

37. Hazardous Materials. Owners shall comply with the terms, conditions and requirements of Article 5.16 of the Master Declaration provided that the use, handling and storage of products containing small or commercially reasonable quantities of hazardous substances (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like), to the extent customary and necessary for general household and office purposes, may be stored on the Parcels or Units; provided that such items are always handled, stored, used, and disposed of in a safe and lawful manner in accordance with all Laws and never allowed to contaminate the Property or any portion thereof. No on-site storage of gasoline or other fuels shall be permitted on the Property except that up to five (5) gallons of fuel may be stored on each Parcel or Unit for emergency purposes and operation of gas grills, lawn mowers and similar tools or equipment. Owners shall be responsible for the maintenance, clean-up, storage, handling and disposal of any hazardous materials on their property and any contamination therefrom. Notwithstanding the foregoing, Hotel Parcel Owner, Golf Parcel Owner and Disney Parcel Owner may each keep and use on the Hotel Property, Golf Property and Disney Property, respectively, such quantities of hazardous substances as reasonably are required in connection with the construction, maintenance and operation of the Hotel Property, Golf Property or Disney Property, respectively, if stored, maintained, used and disposed of in compliance with all Laws.

38. Landscaping/Exterior Sculptures. Clearing and grading, installation and removal of landscaping and trees shall be subject to the prior written approval of the Non-Residential Association. No trees shall be removed except for diseased or dead trees without the prior written approval of the Non-Residential Association or for safety reasons and any such removal may be conditioned upon replacement of removed trees, with replacements approved by the Non-Residential Association. Except for such landscaping originally installed on the Parcel or Unit, and any replacement thereof, no additional lawns, trees, shrubs, hedges, bushes or plantings shall be placed or installed on any portion of a Parcel or Unit without the prior written approval of the Non-Residential Association, which may be withheld in its sole, absolute and unfettered discretion. In addition, no exterior sculptures, fountains or similar items shall be installed on any portion of a Parcel or Unit without the prior written approval of the Non-Residential Association, which may be withheld in its sole, absolute and unfettered discretion. Any sculptures, statutes or artwork of any type whatsoever which are visible from outside the Parcel or Unit are subject to the prior written approval of the Non-Residential Association. The foregoing provisions of this Article 38 shall not be applicable to the Hotel Parcel and Golf Parcel.

39. Driveways, Walkways and Mailboxes. All driveways, sidewalks and mailboxes, if any, shall be maintained in the style originally approved by Declarant.

40. Tennis and Basketball Courts. Tennis and basketball courts and lighting may only be erected, constructed or installed on any Parcel or Unit with the prior approval of the Non-Residential Association, which approval may be withheld in the Non-Residential Association's sole, absolute and unfettered discretion. The foregoing provisions of this Article 40 shall not be applicable to the Hotel Parcel, Golf Parcel or Disney Parcel.

41. Drainage. No Owner may obstruct or rechannel the drainage flows after installation of drainage swales, storm sewers, or storm drains.

42. Play Equipment, Etc. All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Parcel or Unit. No such items shall be allowed to remain on a Parcel or Unit so as to be visible from adjacent property when not in use. Swing sets, basketball hoops and backboards and similar sporting or playground equipment may not be erected on Parcels or Units without the prior written approval of the Non-Residential Association, which may be withheld in the Non-Residential Association's sole, absolute and unfettered discretion, and if such approval is provided, shall be installed and maintained in accordance with standards adopted by the Non-Residential Association, if any. The foregoing provisions of this Article 42 shall not be applicable to the Hotel Parcel, Golf Parcel or Disney Parcel.

43. Agents of Non-Residential Association and Declarant. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Non-Residential Association or Declarant, unless, in the case of any employee or agent of the Non-Residential Association, such person is an officer or director of the Non-Residential Association acting within their scope of authority.

44. Construction of Improvements. During construction of any permitted Improvements on a Parcel or Unit, the Parcel or Unit and all other portions of the Property shall be kept in a clean, neat and orderly condition at all times. Any debris, trash or mud resulting from the construction shall be promptly removed or remedied, as appropriate, from the Parcel, Unit and the Property. After commencement of construction of any permitted Improvements on any Parcel or Unit, the work thereon shall be diligently pursued and completed so that Improvements shall not remain in a partly finished condition for any period of time longer than that which is absolutely required.

45. Solicitation. There shall be no solicitation by any person anywhere in the Property for any cause, charity, or any purpose whatsoever, unless specifically authorized in writing by the Non-Residential Association; *provided however*, the foregoing shall in no manner preclude the initial marketing, sale and related activities with respect to the Fractional Development, provided that such solicitation occurs on the Hotel Property or Fractional Property.

46. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

47. Utility Lines. No overhead utility lines, including without limitation lines for electric, telephone and cable television, shall be permitted within the Property, except for temporary construction lines.

48. Irrigation. Except as may be permitted by applicable Governmental Authority(ies) and the Owner(s) of those portions of the Property upon which the applicable following water body abuts, no sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated on any Parcel or Unit. Wells shall not be permitted on the Property.

49. Owner's Maintenance Responsibility. Each Owner shall comply with the requirements regarding maintenance, repair and replacement of the Improvements on such Owner's Parcel or Unit as set forth in Article 7.3.1. of the Master Declaration.

50. Rental/Leasing. Each lease for a Unit shall be submitted to the Non-Residential Association for review and approval prior to execution thereof and a copy of each executed lease shall be delivered to the Non-Residential Association within three (3) business days of execution thereof. The Non-Residential Association may establish and charge reasonable fees for review of leases hereunder and may require such fees to be paid in advance prior to review of any lease. The Non-Residential Association shall have the right to terminate any lease, without liability to any Owner, tenant or other party, in the event that the Non-Residential Association's approval of such lease was not received prior to execution thereof and/or in the event that a copy of the executed lease was not delivered to the Non-Residential Association within the time frame set forth above. Each lessee shall comply with Article 14.2 of the Master Declaration regarding compliance with the Governing Documents. No Owner of a Unit within the Additional Residential Parcel, including, but not limited to, the Branded Residential Property, and, if and to the extent subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, the Additional Property or portions thereof, shall lease such Unit for a period of less than one hundred eighty (180) consecutive days or more than twice per year; *provided, however*, that nothing in this Article 50 shall prohibit or restrict in any manner (i) the creation, establishment, operation or maintenance of permitted Private Residence Club(s) on the Unbranded Residential Property, (ii) the creation, establishment, operation or maintenance of Transient Occupancy on the Additional Southeast Property, (iii) Corporate Use, or (iv) Four Seasons or its Affiliates from creating, establishing, operating, using or maintaining the Branded Residential Exchange Program within the Branded Residential Property, and any amendment to the foregoing one hundred eighty (180) consecutive day or more than twice per year leasing restriction shall be subject to the prior written consent of the Board of County Commissioners for Orange County, Florida. Additional use restrictions regarding the Branded Residential Property are set forth in Article 2.31 of this Master Declaration. Declarant reserves the right to place more stringent leasing restrictions on any Additional Property that may be subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof. Every

lease shall be subordinated to any lien filed by the Declarant, its successors and assigns, and the Non-Residential Association, whether before or after such lease was entered into. Notwithstanding the foregoing, it is specifically intended that the Hotel Development Property and Fractional Parcel (and the Branded Residential Property but solely in connection with the Branded Residential Exchange Program) may, in part and without limitation, be used for resort residential purposes (which may include, without limitation, short term rentals) and it is the specific intent of the Declarant that short term rentals (to include daily, weekly, or monthly rentals) are permitted within the Hotel Development Property and Fractional Parcel (and the Branded Residential Property but solely in connection with the Branded Residential Exchange Program) and are not subject to this Article 50. This Article 50 shall not prohibit the use of a Guest Lodge, in accordance with Article 1.5 of this Master Declaration, by any person or persons regularly providing household services or personal services to any Owner, including, but not necessarily limited to, any butler, nanny or maid. **All leases shall provide (or be deemed to provide) that Declarant shall have the right to terminate the lease with thirty (30) days prior written notice to the tenant and Owner, without liability to any Owner, tenant or other party, upon default by the tenant in observing any of the provisions of this Master Declaration, applicable rules and regulations, or of any other agreement, document or instrument governing the Property. The Owner of a leased Unit shall be jointly and severally liable with the lessee thereof for compliance with the Governing Documents and for any claim for injury or damage to property caused by the negligence of the lessee.**

EXHIBIT "W"

GENERAL RULES FOR BUILDERS AND TRADE CONTRACTORS

1. Owner shall assume responsibility for employee and trade contractor compliance with the rules and regulations of Declarant, local, county, state and national agencies.

2. No drugs or alcohol shall be consumed anywhere in the Project, nor will anyone be allowed on the Property while under the influence of drugs or alcohol. This also includes prescription drugs which might impair coordination or judgment.

3. All radios shall be kept to a level such that normal conversations can be heard above the music on the site. No radios may be used before 9:00 A.M.

4. No foul, offensive or excessively loud language shall be allowed.

5. Shirts and proper footwear shall be worn at all times.

6. Clothing with objectionable language or symbolism will not be permitted.

7. No pets are permitted on the Property.

8. Any physical contact (fighting) will result in the immediate termination of that trade contractor's right to conduct business in the Project.

9. Employees and trade contractors shall obey all posted speed limits.

10. All vehicles must stay on designated roadways and alleys.

11. Trade contractors will strictly adhere to the parking regulations as revised from time to time. No vehicles may be left overnight.

12. There will be no washing or maintenance of vehicles within the Project.

13. No trade contractor or vendor will be allowed to display any signage, either as yard signs or permanent signage, without the express written permission of Declarant.

14. Only builders and trade contractors will be allowed on the jobsites. Friends and family may drop-off and pick-up but may not stay on the jobsite.

15. All jobsites will have either a dumpster or trash bin. All debris will be placed in the containers on a daily basis.

16. No jobsite shall be used to store materials in excess of those materials being used for the construction of the building being constructed by Owner on that particular jobsite, and any jobsite contiguous thereto.

17. All concrete mixing and clean-outs will be limited to areas to be ultimately paved. Any concrete mixing or clean-outs in areas of future landscaping will require replacement of the soil and testing by third parties to ensure the health and viability of the soils. All costs relating to such shall be the responsibility of Owner.

18. Owner will be required, in some situations, to barricade and protect trees and natural areas.

19. Owner will protect and replace, if damaged, all infrastructure during construction, including, without limitation: roads, curbs, roadway underdrains, sidewalks, bridges, walls, drainage inlets, transformers, light poles, signage, trees, et. al.

20. Owner must notify all utility providers and arrange for utility line locator service, prior to commencement of construction. All repairs to utility lines will be the responsibility of Owner. Owner must notify Declarant within thirty (30) minutes of Owner being notified of any damage to any utility lines.

21. It is the responsibility of Owner to become familiar with wetland and other environmentally sensitive areas and to educate Owner's employees and trade contractors as to the actions which must be taken to protect such areas.

22. Owner will be required to indemnify and hold Declarant harmless from any claims, costs or expenses that Declarant may incur in the event Owner, or any subcontractor of Owner, violates any applicable Law, rule, regulation or governmental order, including, but not limited to, any applicable OSHA requirements.

23. The Property shall have silt fences properly installed (trenched) within 6 inches of the curb of the road and kept in place until landscaping is completed.

24. Owner will be diligent in covering sewer line trenches and all other trenches after inspection and will keep the Property reasonably graded during construction.

EXHIBIT "X"

SURFACE WATER MANAGEMENT PERMITS

Permit No.	Application No.	Agency	Issue Date
48-00714-S	070618-22	South Florida Water Management District	10/11/2007
48-00714-S	081107-2	South Florida Water Management District	1/6/2009
48-00714-S	090602-9	South Florida Water Management District	7/20/2009
48-00714-S	090605-10	South Florida Water Management District	9/14/2009

EXHIBIT "Y"

PROJECT CHARGE ALLOCATION FORMULA

To determine a Parcel's share of Project Special Charges and Project Maintenance Charges, other than Project Maintenance Charges for (i) roving patrol(s) and (ii) those portions of the Pond Maintenance Charges and SWMS Maintenance Charges that are included within the Project Common Expenses in accordance with the terms of the Master Declaration, the total number of "**Project Regular Charge Units**" allocated to the Parcel, pursuant to Article 1 below, shall be divided by the total number of all Project Regular Charge Units for all Parcels and such fraction multiplied by the total amount of such Project Special Charge or Project Maintenance Charge, as applicable, to determine the "**Project Regular Charge Per Parcel**". To determine a Parcel's share of Project Maintenance Charges for roving patrol(s) provided by the Non-Residential Association, the total number of "**Project Roving Patrol Charge Units**" allocated to the Parcel, pursuant to Article 2 below, shall be divided by the total number of all Project Roving Patrol Charge Units for all Parcels, and such fraction multiplied by the total amount of such Project Maintenance Charge for roving patrol(s) to determine the "**Project Roving Patrol Charge Per Parcel**". To determine a Parcel's share of Project Maintenance Charges for Pond Maintenance Charges and SWMS Maintenance Charges that are included within the Project Common Expenses in accordance with the terms of the Master Declaration, the total number of "**Project Pond and SWMS Maintenance Charge Units**" allocated to the Parcel, pursuant to Article 3 below, shall be divided by the total number of all Project Pond and SWMS Maintenance Charge Units for all Parcels and such fraction multiplied by the total amount of such Project Maintenance Charge for Pond Maintenance Charges and SWMS Maintenance Charges determine the "**Project Pond and SWMS Maintenance Charge Per Parcel**".

1. Project Regular Charge Units.

1.1 Allocated Project Regular Charge Units as of the Effective Date. The Parcels originally subjected to the scope and coverage of this Master Declaration are allocated the Project Regular Charge Units set forth in this Article 1.1 below. Such allocation is based on the estimated number of vehicular trips associated with each Parcel based upon the density for each of the Parcels set forth on Exhibit "Y-2", attached hereto and incorporated herein by reference. Project Regular Charge Units for any Additional Southeast Property or Additional Southwest Property, or any portion thereof, that may be subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, shall be determined in accordance with this Article 1 and Exhibit "Y-3", attached hereto and incorporated herein by reference. The Project Regular Charge Units initially allocated to each Parcel are as follows.

A. The Hotel Parcel shall be allocated forty-one (41) Project Regular Charge Units.

B. The Fractional Parcel shall be allocated three (3) Project Regular Charge Units.

C. The Golf Parcel shall be allocated eleven (11) Project Regular Charge Units.

D. The Additional Residential Parcel shall be allocated forty-five (45) Project Regular Charge Units.

E. The Disney Parcel shall not be allocated any Project Regular Charge Units.

F. The Access Road Parcel shall not be allocated any Project Regular Charge Units.

Subject to the re-allocation process set forth in Article 1.2 below, upon and to the extent that any Parcel set forth on Exhibit "Y-2" is allocated from time to time on any residential plat, approved by the County and recorded in the Public Records of the County, five percent (5%) greater density or lesser density than that set forth on Exhibit "Y-2", the Project Regular Charge Units for all Parcels shall be reallocated by the Non-Residential Association pursuant to the formulas set forth in Article I.A. or I.B., as applicable, of Exhibit "Y-3", by an increase or reduction, as applicable, in the allocated trips for such Parcel, or portion thereof, in direct percentage to the increased or decreased density for such Parcel or portion thereof. Subject to the re-allocation process set forth in Article 1.2 below, if and to the extent the Additional Southwest Property and/or the Additional Southeast Property (or portion thereof) are subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with to the annexation procedure set forth in Article 3.3 hereof, from time to time, such Parcel(s) shall be allocated, and the Parcels set forth in Article 1.1A through F above shall be re-allocated, the Project Regular Charge Units set forth in Article I.B. of Exhibit "Y-3". To the extent that only a portion of the Additional Property is so subjected, such Project Regular Charge Units shall be prorated on the basis set forth in Exhibit "Y-3". Within three (3) months after the occurrence of any of the foregoing events triggering a re-allocation of the Project Regular Charge Units for the Parcels, the Board of Directors, joined by the Declarant, shall prepare and record in the Public Records of the County an amendment to this Master Declaration providing for the re-allocation of the Project Regular Charge Units set forth on this Exhibit "Y" in accordance with the terms and conditions of this Article 1.1., and such re-allocation shall become effective upon the recordation of such amendment in the Public Records of the County. Any such amendment shall not be subject to the consent or approval of the Members, the Owners, the occupants of any portion of the Property or any mortgage or lien holder.

1.2 Re-Allocation of Project Regular Charge Units.

1.2.1. EACH OWNER BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY ACKNOWLEDGES AND AGREES (I) THAT THE PROJECT REGULAR CHARGE UNITS SET FORTH IN ARTICLE 1.1 ABOVE ARE BASED UPON GOOD FAITH ESTIMATES OF EACH PARCEL'S RELATIVE IMPACT ON, USE OF AND BENEFIT DERIVED FROM THE PROJECT AREAS OF ASSOCIATION RESPONSIBILITY IN RELATION TO THE OTHER PARCELS, AND (II) THAT, IN ACCORDANCE WITH THIS ARTICLE 1.2, THE PROJECT REGULAR CHARGE UNITS SET FORTH IN ARTICLE 1.1 ABOVE SHALL BE RE-EVALUATED AND RE-ALLOCATED BY AND AMONG THE PARCELS BY THE NON-RESIDENTIAL ASSOCIATION.

1.2.2. Within three (3) months after Substantial Build-Out of the Parcels originally submitted to this Master Declaration, the Non-Residential Association shall engage a

professional transportation engineer or engineering firm that is a member of the Institute of Transportation Engineers (a "**Transportation Engineer**") to perform a Trip Study. The selection of any Transportation Engineer hereunder shall be by the unanimous vote of the directors of Board of the Directors, each of whom shall not unreasonably withhold, condition or delay their approval of the Transportation Engineer. The time and duration of any Trip Study performed hereunder shall be for an entire calendar year; *provided, however*, that the Board of Directors, by a unanimous vote, may elect that any Trip Study be conducted for a period of time shorter than an entire calendar year. In the event a Trip Study is to be conducted for a period of time less than an entire calendar year, prior to commencement of such Trip Study: (i) Declarant, Hotel Parcel Owner and Golf Parcel Owner shall promptly deliver to the Transportation Engineer any and all information and documentation requested by the Transportation Engineer, or reasonably related thereto, regarding annual golf rounds and the occupancy of the Hotel, Fractional Development and residential communities as Declarant, Hotel Parcel Owner and/or Golf Parcel Owner may each have in their possession or control; provided, that such information and documentation shall be provided by such parties to the Transportation Engineer in confidence and shall not be subject to review by any other person or entity, (ii) the Transportation Engineer shall be required to review such information and documentation and to generate, determine and establish the proposed assumptions, methodology, adjusting mechanisms, commencement date, and duration for and upon which the Trip Study will be performed (collectively, the "**Trip Study Factors**"), and (iii) the Trip Study Factors shall have been unanimously approved by the Board of Directors, provided that such approval shall not be unreasonably withheld, conditioned or delayed by any director. Upon receipt of such unanimous approval of the Board of Directors, the Transportation Engineer shall perform the Trip Study in accordance with the Trip Study Factors. The Transportation Engineer shall be required to deliver a final report of the Transportation Engineer's findings to the Board of Directors of the Non-Residential Association within a commercially reasonable period of time after completion of the Trip Study. Within three (3) months after the Non-Residential Association's receipt of the Transportation Engineer's final report the Board of Directors, joined by Declarant, shall prepare and record in the Public Records of the County an amendment to this Master Declaration providing for the re-allocation of the Project Regular Charge Units set forth on this Exhibit "Y" and applicable to each Parcel in direct proportion to the number of trips allocated to such Parcel out of the total number of trips reflected in the Trip Study, and such re-allocation shall become effective upon the recordation of such amendment in the Public Records of the County. Any such amendment shall not be subject to the consent or approval of the Members, the Owners, the occupants of any portion of the Property or any mortgage or lien holder.

1.2.3. In the event the Additional Southeast Property or Additional Southwest Property, or any portion thereof, shall be subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof (for purposes of this Article 1.2, each of the Additional Southeast Property or Additional Southwest Property, or any portion thereof, so subjected is individually referred to as a "**Subjected Property**"), from and after the date such Subjected Property is so subjected to this Master Declaration until Substantial Build-Out of such Subjected Property, such Subjected Property shall be allocated Project Regular Charge Units as set forth in accordance with Article 1.1. of this Exhibit "Y". Within three (3) months of Substantial Build-Out of such Subjected Property, a

Trip Study, re-evaluation and re-allocation of the Project Regular Charge Units shall be performed in accordance with the Trip Study procedures set forth in Article 1.2.2. above. Included in such Trip Study shall be the Parcels originally submitted to this Master Declaration and all Subjected Property that has reached Substantial Build-Out. Notwithstanding anything herein to the contrary, no portions of the Subjected Property that have not reached Substantial Build-Out shall be included in any Trip Study, but shall continue to be subject to the Project Regular Charge Units allocated in accordance with Article 1.1. above.

1.2.4. Notwithstanding anything herein to the contrary, in the event the Board of Directors unanimously agrees that the Non-Residential Association can reasonably and accurately determine the number of vehicular trips associated with each Parcel without the performance of a Trip Study, in place of the performance of a Trip Study the Non-Residential Association may utilize such other means or methodology unanimously approved by the Board of Directors to determine the number of vehicular trips associated with each Parcel. Notwithstanding the foregoing, only those Parcels that would otherwise be subject to a Trip Study shall be included in such other study of the number of vehicular trips associated with each Parcel, and the results of such other study shall have the same effect and shall serve the same purpose as the results of a Trip Study.

1.2.5. In addition to the foregoing, upon the written request of a director on the Board of Directors, the Non-Residential Association shall engage a Transportation Engineer to perform a new Trip Study (but not more frequently than once every four (4) years after the completion of a prior Trip Study) for the purpose of re-evaluating and re-allocating the Project Regular Charge Units applicable to the Parcels then subjected to the encumbrance of this Master Declaration and such Trip Study, re-evaluation and re-allocation shall be performed in accordance with the above provisions of Article 1.2.2.; *provided, however*, in accordance with Article 1.2.3. above, no portions of the Subjected Property shall be included in such a Trip Study until such Subjected Property has reached Substantial Build-Out.

1.2.6. Notwithstanding anything in this Exhibit "Y" to the contrary, no Project Regular Charge Units shall ever be allocated to the Disney Parcel as the Disney Parcel is intended to be utilized for the location of a club house and related amenities for the benefit of certain Owners, and no Project Regular Charge Units shall ever be allocated to the Access Road Parcel as the Access Road Parcel is part of the Common Property of the Non-Residential Association and is not subject to Charges.

1.2.7. The costs and expenses incurred by the Non-Residential Association in connection with any and all Trip Study(ies) or other studies pursuant to Article 1.2.4. above shall be included in the Project Common Expenses of the Non-Residential Association.

2. Project Roving Patrol Charge Units. The Parcels subjected to the full scope, encumbrance, operation and effect of this Master Declaration as of the Effective Date are allocated the Project Roving Patrol Charge Units set forth in this Article 2 below. Project Roving Patrol Charge Units for any Additional Southeast Property or Additional Southwest Property, or any portion thereof, that may be subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3

hereof, shall be determined as set forth in this Article 2 and Exhibit "Y-3". The Project Roving Patrol Charge Units initially allocated to each Parcel are as follows.

A. The Hotel Parcel shall be allocated twenty-one (21) Project Roving Patrol Charge Units.

B. The Fractional Parcel shall be allocated four (4) Project Roving Patrol Charge Units.

C. The Golf Parcel shall be allocated ten (10) Project Roving Patrol Charge Units.

D. The Additional Residential Parcel shall be allocated sixty-five (65) Project Roving Patrol Charge Units.

E. The Disney Parcel shall not be allocated any Project Roving Patrol Charge Units.

F. The Access Road Parcel shall not be allocated any Project Roving Patrol Charge Units.

If the Additional Southwest Property and/or the Additional Southeast Property (or portion thereof) is subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, from time to time, such Parcel(s) shall be allocated, and the Parcels set forth in Articles 2A through F above shall be re-allocated, the Project Roving Patrol Charge Units set forth in Article II.B. of Exhibit "Y-3". To the extent that only a portion of the Additional Property is so subjected, such Project Roving Patrol Charge Units shall be prorated on the basis set forth in Exhibit "Y-3". The Project Roving Patrol Charge Units are not otherwise subject to re-evaluation or re-allocation. No Project Roving Patrol Charge Units shall ever be allocated to the Access Road Parcel or the Disney Parcel. No Project Roving Patrol Charge Units shall ever be allocated to the Disney Parcel as the Disney Parcel is intended to be utilized for the location of club house and related amenities for the benefit of certain Owners. No Project Roving Patrol Charge Units shall ever be allocated to the Access Road Parcel as the Access Road Parcel is part of the Common Property of the Non-Residential Association and is not subject to Charges.

3. Project Pond and SWMS Maintenance Charge Units. The Parcels subjected to the full scope, encumbrance, operation and effect of this Master Declaration as of the Effective Date are allocated the Project Pond and SWMS Maintenance Charge Units set forth in this Article 3 below. Project Pond and SWMS Maintenance Charge Units for any Additional Southeast Property or Additional Southwest Property, or any portion thereof, that may be subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, shall be determined in accordance with Article 4 below. The Project Pond and SWMS Maintenance Charge Units initially allocated to each Parcel are as follows.

A. The Hotel Parcel shall be allocated twenty-four (24) Project Pond and SWMS Maintenance Charge Units.

B. The Fractional Parcel shall be allocated four (4) Project Pond and SWMS Maintenance Charge Units.

C. The Golf Parcel shall not be allocated any Project Pond and SWMS Maintenance Charge Units.

D. The Additional Residential Parcel shall be allocated seventy-two (72) Project Pond and SWMS Maintenance Charge Units.

E. The Disney Parcel shall not be allocated any Project Pond and SWMS Maintenance Charge Units.

F. The Access Road Parcel shall not be allocated any Project Pond and SWMS Maintenance Charge Units.

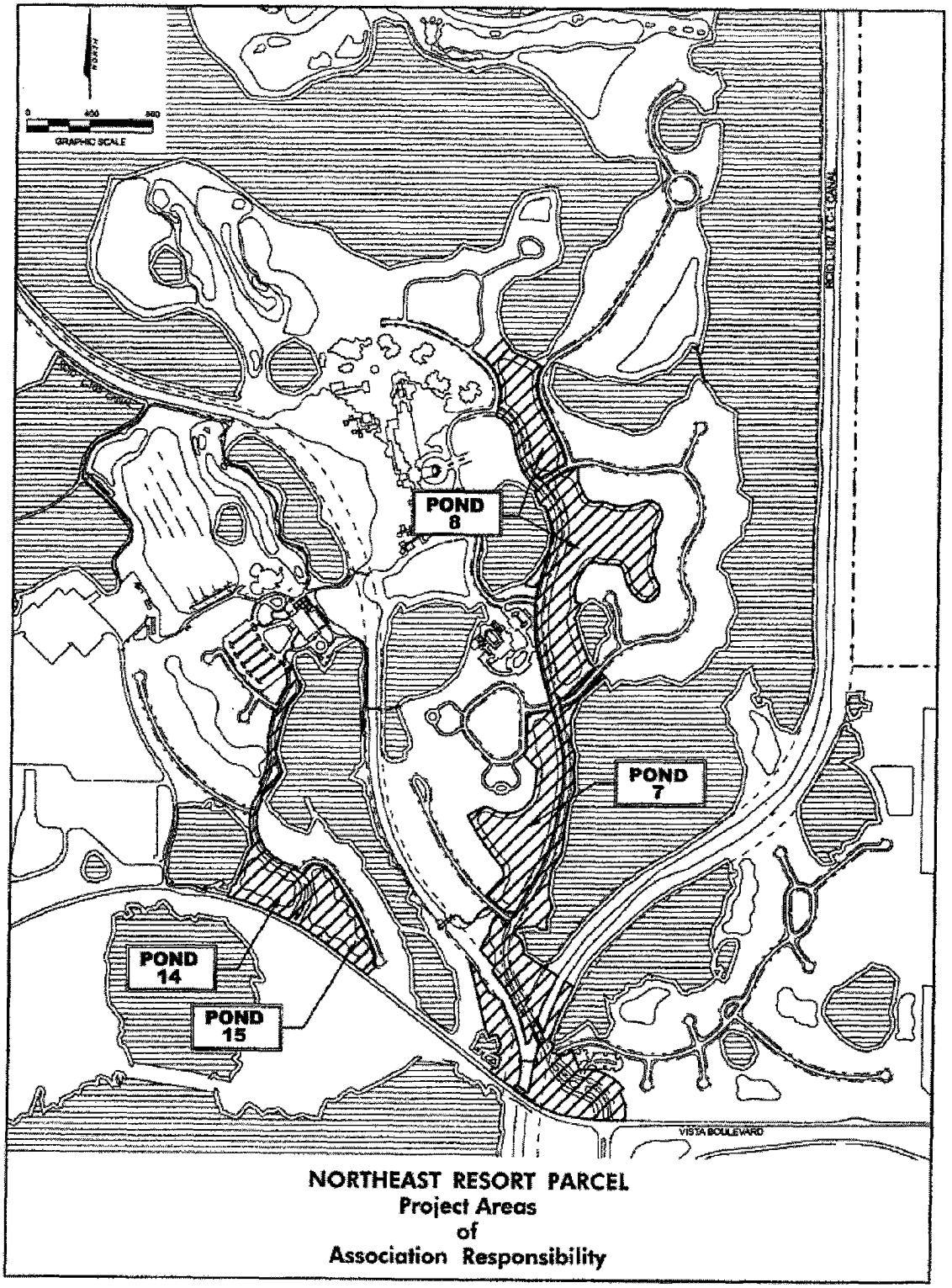
If the Additional Southwest Property and/or the Additional Southeast Property (or portion thereof) is subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Article 3.3 hereof, from time to time, such Parcel(s) shall be allocated and the Parcels set forth in Articles 3A through F above shall be re-allocated the Project Pond and SWMS Maintenance Charge Units set forth in Article III.B. of Exhibit "Y-3". To the extent that only a portion of the Additional Property is so subjected, such Project Regular Charge Units shall be prorated on the basis set forth in Exhibit "Y-3". The Project Pond and SWMS Maintenance Charge Units are not otherwise subject to re-evaluation or re-allocation. No Project Pond and SWMS Maintenance Charge Units shall ever be allocated to the Access Road Parcel, the Disney Parcel or the Golf Parcel. No Project Pond and SWMS Maintenance Charge Units are allocated to the Golf Parcel as the Golf Parcel Owner, at its sole cost and expense, is responsible pursuant to Article 2.190 of this Master Declaration, for the operation, maintenance, repair and replacement of the portions of the Surface Water Management System (including the ponds) located exclusively on the Golf Parcel. No Project Pond and SWMS Maintenance Charge Units shall ever be allocated to the Disney Parcel as the Disney Parcel is intended to be utilized for the location of club house and related amenities for the benefit of certain Owners. No Project Pond and SWMS Maintenance Charge Units shall ever be allocated to the Access Road Parcel as the Access Road Parcel is part of the Common Property of the Non-Residential Association and is not subject to Charges. Notwithstanding anything in this Master Declaration to the contrary, RCID Drainage Fees shall be levied and collected in accordance with Article 11.6.3. of this Master Declaration and shall not be included within the Project Maintenance Charges levied and collected through Project Pond and SWMS Maintenance Charge Units.

4. Allocation of Project Maintenance Charge Units, Project Roving Patrol Charge Units and Project Pond and SWMS Maintenance Charge Units. The Owner of a Parcel shall have the right to allocate the Project Regular Charge Units, Project Roving Patrol Charge Units and Project Pond and SWMS Maintenance Charge Units applicable to such Parcel to the Units created on

such Owner's Parcel pursuant to one or more Supplemental Declaration(s) or Parcel Declaration(s); *provided, however*, that unless specifically otherwise provided in such a Supplemental Declaration or Parcel Declaration approved by Declarant in its sole, absolute and unfettered discretion, Project Regular Charge Units, Project Roving Patrol Charge Units and Project Pond and SWMS Maintenance Charge Units applicable to the Additional Residential Parcel and, if and to the extent subjected to the full scope, encumbrance, operation and effect of all of the provisions of this Master Declaration pursuant to one or more Supplemental Declarations in accordance with the annexation procedure set forth in Section 3.3 hereof, the Additional Property or portions thereof, shall be equally allocated to any Units existing on such portions of the Property from time to time.

11104 **EXHIBIT "Y-1"**

11105 PROJECT AREAS OF ASSOCIATION RESPONSIBILITY



11106

EXHIBIT "Y-2"

ESTIMATED DENSITIES

Hotel Parcel	445 keys
Fractional Parcel	40 Units
Additional Residential Parcel	
- Parcel B	96 dwelling units ("du")
- Parcel C	46 du
- Parcel D	25 du
- Parcel E	51 du
- Parcel F	57 du

Additional Property (subject to annexation pursuant to one or more Supplemental Declarations in accordance with Article 3.3)

- Parcel H	112 du
- Parcel I	49 du

EXHIBIT "Y-3"

PROJECT CHARGE ALLOCATION FORMULA SPREADSHEET

[See Next Page]

PROJECT CHARGE ALLOCATION FORMULA SPREADSHEET

I. Project Regular ("PR") Charge Units	ITE Daily Trips	Percent of Total Trips	PR Charge Units
A. Initial Property			
Hotel Parcel (ITE 310 "Hotel")	2,516	41.43%	41
Fractional Parcel	208	3.42%	3
Golf Parcel	643	10.59%	11
Disney Parcel (Clubhouse)	0	0.00%	0
Additional Residential Parcel (B,C,D,E and F)	2,706	44.56%	45
Access Road Parcel	0	0.00%	0
Totals	6,073	100.00%	100
B. Recalculated Based on Additional Declarant Property			
Hotel Parcel (ITE 310 "Hotel")	2,516	32.40%	32
Fractional Parcel	208	2.68%	3
Golf Parcel	643	8.28%	8
Disney Parcel (Clubhouse)	0	0.00%	0
Additional Residential Parcel (B,C,D,E and F)	2,706	34.84%	35
Access Road Parcel	0	0.00%	0
Parcel H*	1,154	14.86%	15
Parcel I**	539	6.94%	7
Totals	7,766	100.00%	100

** calculated as units x 10.3 trips/unit*
*** calculated as units x 11 trips/unit*

II. Project Roving Patrol ("PRP") Charge Units	Acreage	Percent of Total Acreage	PRP Charge Units
A. Initial Property			
Hotel Parcel	26.40	18.33%	18
Fractional Parcel	4.93	3.42%	4
Golf Parcel	15.00	10.42%	10
Disney Parcel (Clubhouse) [Included in Parcel F below]	0.00	0.00%	0
Parking	5.00	3.47%	3
Additional Residential Parcel (B,C,D,E and F)	92.67	64.35%	65
Access Road Parcel	0.00	0.00%	0
Totals	144.00	100.00%	100
B. Recalculated Based on Additional Declarant Property			
Hotel Parcel	26.40	14.71%	15
Fractional Parcel	4.93	2.75%	3
Golf Parcel	15.00	8.36%	8
Disney Parcel (Clubhouse)	0.00	0.00%	0
Parking	5.00	2.79%	3
Additional Residential Parcel (B,C,D,E and F)	92.67	51.63%	52
Access Road Parcel	0.00	0.00%	0
Parcel H*	25.90	14.43%	14
Parcel I*	9.60	5.35%	5
Totals	179.50	100.00%	100

** acreage to be adjusted to reflect actual acreage annexed*

III. Project Pond and SWMS Maintenance ("PP&SWMS") Charge Units	Acreage	Percent of Total Acreage	PP&SWMS Charge Units
A. Initial Property			
Hotel Parcel	26.40	20.47%	20
Fractional Parcel	4.93	3.82%	4
Golf Parcel	0.00	0.00%	0
Disney Parcel (Clubhouse)	0.00	0.00%	0
Parking	5.00	3.88%	4
Additional Residential Parcel (B,C,D,E and F)	92.67	71.84%	72
Access Road Parcel	0.00	0.00%	0
Totals	129.00	100.00%	100
B. Recalculated Based on Additional Declarant Property			
Hotel Parcel	26.40	14.71%	15
Fractional Parcel	4.93	2.75%	3
Golf Parcel	15.00	8.36%	8
Disney Parcel (Clubhouse)	0.00	0.00%	0
Parking	5.00	2.79%	3
Additional Residential Parcel (B,C,D,E and F)	92.67	51.63%	52
Access Road Parcel	0.00	0.00%	0
Parcel H*	25.90	14.43%	14
Parcel I*	9.60	5.35%	5
Totals	179.50	100.00%	100

** acreage to be adjusted to reflect actual acreage annexed*

11130

EXHIBIT "Z"

GATED COMMUNITY COST DISCLOSURE STATEMENT

You are buying a home in a private gated community in Orange County, Florida, and you should know these basic facts:

1. By law, Orange County cannot pay to maintain the roads, sidewalks and drainage system in this community because these things are private property even though the general public has access the community or designated portions of the same.

2. Although the cost of properly maintaining and repairing roads, sidewalks and drainage systems can be very high, only the owners of homes, lots and units in this community and the commercial property and hotel property within the planned development will share these expenses. Tax dollars will not be used. The owners must also pay, through assessments levied by the Non-Residential Association, for the cost of liability insurance and traffic enforcement on the community's roads.

3. Under Florida law, no reduction in your tax burden will result from living in this community.

4. The Non-Residential Association will own, maintain, repair and replace the roads, sidewalks, drainage system and gate(s) in this community and will set and levy assessments against the owners of homes, lots and units in this community and the commercial property and hotel property within the community to pay for these costs and to fund reserve accounts for the same. The Non-Residential Association will levy these assessments against each such owner and their property within the community and, to the extent such owner's property lies within the jurisdiction of a mandatory residential owners' association, the mandatory residential owners' association will be required to collect such assessments and remit the same to the Non-Residential Association. The Non-Residential Association must have a professional engineer regularly inspect the roads, sidewalks and drainage system and report what work is necessary to maintain and/or repair them. The Non-Residential Association is obligated to do the necessary work and the members of the residential owners' associations shall pay for their fair share of the work through their assessments.

5. The extra expenses you incur to maintain the roads, sidewalks, drainage systems and gates in this community are in addition to other expenses charged by the Non-Residential Association and your residential owner's association to pay for private recreational, other amenities and services the community may offer.

6. As with any assessment, the failure or inability to pay may lead to a lien being placed on your home, lot or unit. If a lien is placed and foreclosed, you could lose your home, lot or unit.

7. The Non-Residential Association is also required to maintain liability insurance adequate to pay claims for injuries and property damage arising on the private roadways, sidewalks, drainage systems, and other common areas in the community.

8. Before you sign a contract be sure that you receive written information about the costs of living in this community.

I have read and understand the disclosures provided in this disclosure statement prior to execution of a contract to purchase any home, lot or unit in the Golden Oak development, and have received the following additional documents, to wit:

1. Parcel Declaration

2. Master Declaration, and any applicable Supplemental Declaration (if any)

3. Most recent year-end financial statement of residential owners' association and Non-Residential Association.

4. Good faith estimate of proposed operating budget(s) for the residential owners' association and Non-Residential Association.

_____	_____
Signature of Purchaser	Signature of Purchaser
_____	_____
Printed Name of Purchaser	Printed Name of Purchaser

EXHIBIT ONLY NOT TO BE EXECUTED