

Prepared by/Record and Return to:
Edward G. Milgrim
Milgrim Law Group
3216 Corrine Drive
Orlando, FL 32803

THIS SPACE FOR RECORDER'S USE

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "**Declaration**") is made as of February **8**, 2023 (the "**Effective Date**") by **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("**RCID**") in favor of **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation whose mailing address is Post Office Box 10000, 1375 Buena Vista Drive, 4th Floor – North, Lake Buena Vista, Florida 32830 ("**WDPR**").

W I T N E S S E T H:

WHEREAS, as required by State growth management law, in June 2022, RCID's existing comprehensive plan was amended and updated by the "Reedy Creek Improvement District, City of Bay Lake and City of Lake Buena Vista, RCID Comprehensive Plan 2032" (the "**Comprehensive Plan**") governing all lands located within the jurisdictional boundary of RCID (hereinafter referred to as the "**RCID Jurisdictional Lands**"); and

WHEREAS, RCID is the owner of those certain parcels of land, located in Orange County, Florida, and being a portion of the RCID Jurisdictional Lands, more particularly described on Exhibits A-1 through A-23 attached hereto and made a part hereof (each a "**RCID Property**" and collectively, the "**RCID Properties**"); and

WHEREAS, WDPR and/or its Affiliates (as defined in the Glossary of Terms attached as an Appendix) is/are the owner of certain parcels of land, located adjacent and/or near the RCID Properties, and also being a portion of the RCID Jurisdictional Lands, more particularly described on Exhibit B attached hereto and made a part hereof (each a "**WDPR Property**" and collectively, the "**WDPR Properties**"); and

WHEREAS, the WDPR Properties represent the vast majority of the RCID Jurisdictional Lands and WDPR and/or its Affiliates have developed, and plan to continue to develop, the WDPR Properties into the *Walt Disney World®* Resort (the *Walt Disney World®* Resort as further developed and expanded is referred to as the "**Project**");

WHEREAS, RCID owns, maintains and operates public infrastructure systems (collectively, the "**Facilities**") which serve and will continue to serve the Project and, in order to facilitate the implementation of and provide adequate levels of service for the Project as it expands, new Facilities and/or expansion of existing Facilities will be required; and

WHEREAS, RCID and WDPR have entered into that certain Walt Disney World Chapter 163 Development Agreement, dated February 8, 2023 (the "**Development Agreement**"), to provide certainty to both RCID and WDPR (and WDPR's Affiliates) in terms of current and future development; and

WHEREAS, pursuant to the Development Agreement, among other things, RCID has agreed that the Facilities for the Project for the ten (10) year period ending December 31, 2032, will be funded, designed and constructed and/or caused to be constructed by RCID in accordance with the Comprehensive Plan; and

WHEREAS, pursuant to the Development Agreement, among other things, WDPR and its Affiliates have agreed that any land required for the Facilities that is owned by WDPR and/or its Affiliates shall be dedicated to RCID, or another public entity, as required, and that compensation for said land dedication shall be negotiated between parties but in no event shall WDPR and/or its Affiliates request payment for the land in excess of fair market value as determined by a Member of the Appraisal Institute (MAI) real estate appraiser, jointly selected by the parties, thereby guaranteeing RCID the land that it needs (to the extent owned by WDPR and/or its Affiliates) and allowing RCID to avoid the condemnation process and the costs and uncertainty associated therewith; and

WHEREAS, as stated in RCID's Charter, the Legislature found and declared the powers accorded to RCID's Board of Supervisors (the "**Board**") under the Charter with respect to, among other things, planning, are essential to guide and accomplish the coordinated, balanced and harmonious development of the RCID Jurisdictional Lands in accordance with existing and future needs, to promote the health, safety, morals and general welfare of RCID and its inhabitants and property owners, to establish, maintain and preserve aesthetic values and preserve and foster the development and display of the natural beauty and attractiveness of the RCID Jurisdictional Lands and of roadsides within RCID, to prevent overcrowding and congestion, to regulate traffic, to secure safety, and to conserve and provide adequate light and air and to avoid undue concentration of population; and

WHEREAS, the Board has determined that, in furtherance of the Comprehensive Plan and the Development Agreement, in accordance with the powers granted to the Board under the Charter, and in consideration of the commitments made by WDPR and its Affiliates under the Development Agreement, it is in the mutual best interest of RCID and WDPR (and WDPR's Affiliates and each of their respective successors and assigns) to provide for the orderly use, development, and operation of the RCID Properties by subjecting the RCID Properties to this Declaration and that subjecting the RCID Properties to this Declaration is reasonably necessary to protect the legitimate business interest or interests of WDPR, WDPR's Affiliates (as applicable) and each of their respective successors and assigns.

NOW THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by RCID, to the fullest extent permitted by Law, RCID hereby declares that the RCID Properties shall be, and are hereby, made subject to this Declaration and the provisions, covenants, conditions, restrictions, easements and obligations set forth herein, which Declaration, provisions, covenants, conditions, restrictions, easements and obligations shall run with title to the RCID Properties, in each case for the benefit of the WDPR Properties, WDPR, WDPR's Affiliates (as applicable) and

each of their respective successors and assigns owning any portion of the WDPR Properties.

1. **RECITALS; DEFINED TERMS.**

The foregoing recitals are hereby incorporated herein by reference and made part of this Declaration as if fully set forth herein. Capitalized terms not defined in the body of this Declaration shall have the meaning assigned to such terms in the Glossary of Terms attached as an Appendix hereto, unless the context requires otherwise.

2. **USE.**

2.1. **Permitted Uses.** The RCID Properties shall be used only for their respective Permitted Uses and no other purpose whatsoever. As used herein, the "**Permitted Uses**" as to any particular RCID Property (or portion thereof) shall mean that such property shall be used: (i) only for such public and governmental purposes that such RCID Property is or are being used as of the Effective Date or are otherwise contemplated to be used by the Comprehensive Plan; and (ii) in accordance with the standards of workmanship, materials, quality, architectural features, design features, engineering standards, utility standards, and general aesthetic appearance as they are so maintained as of the Effective Date.

2.2. **Prohibited Uses.** Notwithstanding anything to the contrary contained in this Declaration, and without prejudice to the applicability of the Permitted Uses to the RCID Properties described in Section 3.1 above, RCID shall not use or occupy the RCID Properties (or any portion thereof), or permit or suffer the RCID Properties (or any portion thereof), to be used or occupied, for any of the Prohibited Uses. As used herein, the "**Prohibited Uses**" shall collectively mean (1) except as required by applicable Laws, any advertising, publicizing, promoting or marketing (including, without limitation, the installation of any signage, or the placement or dissemination of any brochure, magazine, book, information sheet, admission media, flyer, sign, card, video cassette, compact disc, laser disc, digital versatile disc (DVD), visual and/or audio projection, or any other printed, visual, audio, electronic or other media or materials, of any kind or nature whatsoever, whether or not now technologically existent) of any business other than RCID, and (2) any purpose which violates the prohibited uses identified on Exhibit C attached hereto and incorporated herein by reference.

2.3. **Restrictions on Occupancy of RCID Properties by Tenants.** RCID shall ensure that all leases with Tenants do not violate the terms of this Declaration.

3. **DESIGN REVIEW OF IMPROVEMENTS AND ALTERATIONS.**

Other than Improvements existing on the RCID Properties as of the Effective Date, no Improvements (including, without limitation, Alterations) shall be located, constructed, installed or placed on, or attached or affixed to, or made to the RCID Properties, or any portion thereof, including, without limitation, the structure, usage or exterior appearance and/or aesthetics of any Improvements (including, without limitation, Alterations), which would cause the RCID Properties or any portion thereof to be in violation of the Permitted Use or any other provision of this Declaration. To ensure consistency with the overall design and theming of the WDPR Properties, the exterior design, appearance and exterior aesthetic qualities of any Improvements (including, without limitation, Alterations) to any portion of the RCID Properties are subject to WDPR's prior review and comment, which shall not be unreasonably withheld, conditioned or

delayed. RCID shall maintain the RCID Properties in good condition during any construction and Alteration activities, including, without limitation, screening, landscaping and fencing.

4. **GENGERAL MAINTENANCE STANDARD.**

The services and facilities constructed and provided on the RCID Properties, and the manner of providing or offering of such, will at all times be accordance with applicable Laws, consistent with the Permitted Use and in keeping with the standards of workmanship, materials, quality, architectural features, design features, engineering standards, utility standards, and general aesthetic appearance as they are so maintained as of the Effective Date.

5. **PROHIBITION ON USE OF DISNEY NAME.** RCID shall not have the right to do any of the following in relation to any of the RCID Properties:

5.1. Use (or grant the right to any other Person to use) the names "Disney," or any other name or other Identifying Symbol from time to time associated or identified with WDPR or any of WDPR's Affiliates, or any of the WDPR Properties, or any variation or derivative of any of the same, either alone or in conjunction with, or as a part of, any other word, mark, name, title or symbol, without the express prior written approval of WDPR, which approval may be granted, conditioned, delayed or withheld in WDPR's discretion.

5.2. Use (or grant the right to any other Person to 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 WDPR or any of WDPR's Affiliates in any manner whatsoever.

5.3. Sell or distribute (or grant the right to any other Person to sell or distribute) any literature, merchandise, souvenirs or other items which refer to or depict (i) any of the WDPR Properties or any other property, real or personal, owned, operated or managed by WDPR or any of WDPR's Affiliates, except for the incidental inclusion thereof in materials distributed by RCID in connection with its ordinary business purposes, or (ii) the "WALT DISNEY WORLD" mark, name or symbol, or any logo, trademark or service mark owned, used or controlled by WDPR or any of WDPR's Affiliates.

5.4. Use, reproduce, sell, distribute, display or exploit (or grant the right to any other Person to 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., WDPR or any of WDPR's Affiliates.

6. **BINDING EFFECT; ENFORCEMENT.**

6.1. **Covenants Running With RCID Properties and Benefits Running With the WDPR Properties.** The covenants, conditions, and restrictions contained in this Declaration are intended by both parties to, and shall, run with title to the RCID Properties and all portions thereof and shall be binding on RCID, its Tenants, and any successor owner of the RCID Properties or portions thereof. The benefits of this Declaration and the covenants, conditions, and restrictions hereof shall run with title to the WDPR Properties and all portions thereof and benefit only the WDPR Properties, WDPR and its Affiliates and each of their respective successors and assigns owning any portion of the WDPR Properties. There shall be no other beneficiaries of such

provisions. Only WDPR and WDPR's Affiliates and each of their respective successors and assigns, by virtue of their ownership of any portion of the WDPR Properties, shall have the continuing right to enforce this Declaration and the provisions, covenants, conditions, and restrictions set forth in this Declaration. This Declaration cannot be modified, amended, terminated or canceled without the express written consent of WDPR. WDPR (or its Affiliate, as applicable) may, at its sole option, elect to terminate the benefit of this Declaration as it applies to any WDPR Property.

6.2. **Enforcement.** If RCID shall violate or breach (or attempt to violate or breach) any of the provisions, covenants, conditions, restrictions and/or obligations set forth in this Declaration, and such breach or violation is not cured within thirty (30) days after receipt of written notice (or if such breach requires more than thirty (30) days to cure such longer time as reasonably necessary to complete such cure so long as RCID commences the cure of such default within such thirty (30) day period in good faith and thereafter diligently prosecutes all measures necessary or appropriate to cure such default not to exceed one hundred eighty (180) days in the aggregate), then WDPR (and/or its Affiliate(s) or Designee, as applicable) shall be entitled to any of the following remedies, which remedies may be elected without excluding any other available remedies: (i) institute and prosecute proceedings for the recovery of actual damages against RCID for such violation or breach; (ii) institute and prosecute proceedings for the purpose of preventing or enjoining any or all such violations or attempted violations or breaches or attempted breaches of the provisions, covenants, conditions, restrictions and/or obligations set forth in this Declaration; and/or (iii) bring a suit for specific performance of the same. Except as otherwise provided in this Declaration, such remedies shall be cumulative of and with any and all other remedies expressly provided in this Declaration or which otherwise may now or hereafter be available at law or in equity, separately, concurrently or in any combination. The failure of WDPR (or its Affiliate(s) or Designee, as applicable) to enforce any of the provisions, covenants, conditions, easements, restrictions, and/or obligations set forth in this Declaration, however long continued, shall in no event be deemed to be or constitute a waiver of the right to thereafter enforce the same as to any continuing or subsequent violation or breach or attempted violation or breach of the same provision, covenant, condition, easement, restriction and/or obligation, whether occurring prior or subsequent thereto. Anything contained in this Declaration to the contrary notwithstanding, WDPR (and/or its Affiliate(s) or Designee, as applicable) may enforce this Declaration and the terms, provisions, covenants and conditions herein by injunctive relief, and, in addition, may seek damages and all other rights and remedies available to WDPR (and/or its Affiliate(s) or Designee, as applicable), at law or in equity.

7. **TERM; ASSIGNMENT BY WDPR.**

7.1. **Term.** This Declaration shall be deemed effective as of the Effective Date and continue to be effective in perpetuity unless all or certain portions of the provisions of this Declaration are expressly terminated as provided elsewhere herein; provided, however, that if the perpetual term of this Declaration is deemed to violate the "Rule Against Perpetuities," or any similar law or rule, this Declaration shall continue in effect until twenty one (21) years after the death of the last survivor of the descendants of King Charles III, King of England living as of the date of this Declaration. Notwithstanding the foregoing or anything to the contrary herein, this Declaration will terminate as of the date that none of WDPR or any of its Affiliates (or their respective successor entities) owns any real property within ten (10) miles of the RCID Properties.

7.2. **Termination of Declaration Upon Transfer to WDPR or its Affiliates or Designee.** Upon the vesting of title to any of the RCID Properties or portion thereof in WDPR (or its Affiliates or their respective Designee, as applicable) this Declaration and all the terms and conditions contained herein shall terminate and be of no further force or effect as to such RCID Property or portion thereof without the need for any further documentation or amendment to this Declaration. If WDPR (or its Affiliates or their respective Designee, as applicable) shall ever become a Tenant of a RCID Property, then this Declaration shall be of no force or effect as to the activities by such Tenant or the use of the respective RCID Property by such Tenant for the duration that such entity remains a Tenant, all without the need for any further documentation or amendment to this Declaration.

7.3. **Assignment by WDPR.** WDPR has the right to assign all of its rights to, under and in this Declaration to any Affiliates of WDPR or to any Designee. WDPR shall promptly notify RCID, in writing, of any such assignment and the instrument by which such assignment is made.

8. **MISCELLANEOUS.**

8.1. **Rights Cumulative.** Except as is expressly provided herein, all rights, remedies, powers and privileges conferred by and under this Declaration shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred at law or in equity.

8.2. **Notices.**

8.2.1. Each notice or communication under this Declaration shall be deemed delivered and received if in writing and either: (i) personally delivered; (ii) delivered by reliable overnight air 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, WDPR or RCID, as appropriate. 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.

8.2.2. The addresses of the parties to which notices are to initially be sent pursuant to this Declaration are as follows:

If to WDPR: Walt Disney Parks and Resorts U.S., Inc.
 P.O. Box 10000
 1375 Buena Vista Drive
 4th Floor - North
 Lake Buena Vista, Florida 32830-1000
 Attention: Real Estate/Legal Department

With duplicate copy (which shall not constitute notice or service or process) to:

Walt Disney Parks and Resorts U.S., Inc.
c/o Walt Disney World Resort Operating Participants Department
1825 Live Oak Lane
Lake Buena Vista, Florida 32830
Attention: Vice President, Real Estate

If to RCID: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: District Administrator

With duplicate copy (which shall not constitute notice or service or process) to:

Milgrim Law Group
3216 Corrine Drive
Orlando, Florida 32803
Attn: Edward G. Milgrim, Esq.

Notwithstanding the foregoing, if any notice or other communication has not been sent in compliance with this Section 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 recipient for receiving notices by written notice to the other entities to receive notice, such notice to be given in accordance with this Section.

8.3. **Entire Declaration.** This Declaration may only be modified by a written instrument executed by WDPR. Notwithstanding the foregoing or anything to the contrary herein, RCID may unilaterally amend or terminate this Declaration at such time as no real property within ten (10) miles of the RCID Properties is owned by WDPR or any of its Affiliates.

8.4. **Severability.** If any clause or provision of this Declaration is illegal, invalid or unenforceable under applicable present or future Laws, the remainder of this Declaration shall not be affected and shall continue in full force and effect. In lieu of each clause or provision of this Declaration which is illegal, invalid or unenforceable, there shall be added as a part of this Declaration a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable.

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

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

8.7. **Use of Pronouns, Words and Phrases.** Use of pronouns, words and phrases which are used in the singular in this Declaration shall include the plural and vice versa, and nouns and

pronouns in this Declaration which are used in any particular gender shall be deemed to include any other gender.

8.8. **Consent or Approval of WDPR.** In all instances where WDPR's reasonable consent or approval is required under this Declaration, or in any instance where common law or equity would require WDPR to act reasonably or to not unreasonably withhold its approval or consent, WDPR shall be entitled to take into account, in determining whether or not to grant or withhold approval or consent, the proximity of the RCID Properties to the WALT DISNEY WORLD® Resort and WDPR and WDPR's Affiliates' concerns that the RCID Properties comply with this Declaration and the provisions, covenants, conditions, restrictions and obligations contained herein. Except where expressly stated herein to the contrary, in all instances where WDPR's consent or approval is required hereby, or where WDPR is entitled to use its discretion, WDPR shall be entitled to grant or withhold such consent or approval, and to exercise its discretion, in WDPR's sole and absolute discretion.

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

8.10. **FORUM AND VENUE FOR LEGAL PROCEEDINGS/WAIVER OF JURY TRIAL.** ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS DECLARATION, OR TO INTERPRET, CONSTRUE OR SEEK ANY DECLARATION WITH RESPECT TO ANY RIGHTS, REMEDIES OR RESPONSIBILITIES HEREUNDER, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH ANY MATTER PERTAINING TO THIS DECLARATION, SHALL BE SUBMITTED EXCLUSIVELY FOR TRIAL, WITHOUT A JURY, BEFORE THE CIRCUIT COURT FOR ORANGE COUNTY, FLORIDA; OR IF SUCH COURT SHALL NOT HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE ANY OTHER COURT SITTING IN ORANGE COUNTY, FLORIDA HAVING SUBJECT MATTER JURISDICTION. RCID HEREBY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREES TO ACCEPT SERVICE OF PROCESS IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO, AND EXPRESSLY WAIVES ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH MATTER.

8.11. **Time of the Essence.** Time shall be of the essence with respect to all of the provisions of this Declaration.

8.12. **Recording of this Declaration.** This Declaration shall not be recorded by RCID in the Public Records of the county in which the RCID Properties are located without the written approval of WDPR. WDPR, at its sole cost and expense, shall have the option to record this Declaration in the Public Records of the county in which the RCID Properties are located without the prior consent or approval of RCID.

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IN WITNESS WHEREOF, RCID has caused this Declaration to be executed and sealed by its duly authorized representative, all effective as of the Effective Date.

WITNESSES

"RCID"

Witness Signature: [Signature]
Name of Witness: Lisa Graham

REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

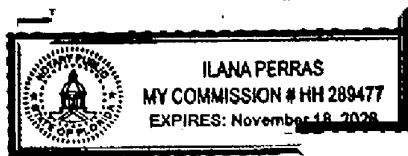
Witness Signature: [Signature]
Name of Witness: Edward F. Milgen

[Signature]
By: John H. Classe, Jr.
John H. Classe, Jr., District Administrator

Date: 2/8/23

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Declaration was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of February, 2023, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is ☒ personally known to me or ☐ presented [Signature] if applicable as identification. (Set forth type of identification presented, if applicable).



[Signature]
Signature of Notary Public-State of Florida
(AFFIX STAMP)

Signature Page
Declaration of Covenants, Conditions, Restrictions and Obligations in Favor of Neighboring Land Owner