BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT

A LEASEHOLD CONDOMINIUM

This public offering statement contains important matters to be considered in acquiring an interest in a vacation ownership plan. The statements contained herein are only summary in nature. A prospective purchaser should refer to all references, exhibits hereto, contract documents, and sales materials. You should not rely upon oral representations as being correct. Refer to this document and accompanying exhibits for correct representations. The seller is prohibited from making any representations other than those contained in the contract and this public offering statement.

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I. DEFINITIONS AND ABBREVIATIONS

All terms contained in this Public Offering Statement shall have the meanings ascribed to them by Florida Statutes or the Condominium Documents. The following definitions shall prevail to the extent that they are not in conflict with the statutory or Condominium Document definitions:

Additional Ownership Interest means any Ownership Interest purchased to supplement an existing Ownership Interest. An Additional Ownership Interest may have the same Use Year as the original Ownership Interest it supplements.

Ad Valorem Real Estate Taxes means those real property taxes assessed against the Units and their respective undivided interests in the Common Elements by Orange County, Florida and RCID. The Association shall serve as the agent of the Owners of Units committed to the Vacation Ownership Plan for the purpose of collection of Ad Valorem Real Estate Taxes as provided in Section 192.037, Florida Statutes.

Annual Dues means that portion of the Estimated Budgets that has been assessed against an individual Owner's Ownership Interest together with the Owner's proportionate share of the Ad Valorem Real Estate Taxes for the Ownership Interest.

Articles of Incorporation means the Articles of Incorporation of the Association, as they may be amended from time to time.

Association means BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, and its successors, which is responsible for the operation of the Bay Lake Tower Resort (as hereinafter defined). In the event that the Property Management Agreement terminates for any reason, the name of the Association shall, at the option of DVD or DVCMC and without any action to be taken by the Board of Directors, simultaneously and automatically be changed to Tower Condominium Association, Inc. In the event that the name Tower Condominium Association, Inc. is unavailable for use by the Association, the Board of Directors shall be empowered to select an alternative name for the Association; provided, however, that prior to the use of any name to identify the Association, such name shall be submitted to WORLDCO for its consent. WORLDCO may consent to the use of such name in its sole, absolute and unfettered discretion and, if given, the consent shall be set forth in writing.

Association Property means all real and personal property owned by the Association, including, without limitation, all furnishings and other personal property contained within each Unit or on the Common Elements that are not the property of an individual Owner. All personal property related to the Home Resort Reservation Component and the DVC Reservation Component made available to the Bay Lake Tower Resort, including, without limitation, all computer hardware and software and intellectual property, shall not be Association Property and is and always shall be the personal property of the owner of such property.

Bay Lake Tower Resort shall mean Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, marketed by DVD under the name Bay Lake Tower at Disney's Contemporary Resort, a fictitious name registered by DVD, located in Orange County, Florida.

BVTC means Buena Vista Trading Company, a Florida corporation, its successors and assigns. BVTC is an exchange company registered under Chapter 721.

Board of Directors means the board of directors of the Association.

Bylaws means the Bylaws of the Association, as they may be amended from time to time.

Chapter 718 means the provisions of Chapter 718, Florida Statutes, as the same are constituted on the date of the recording of the Declaration.

Chapter 721 means the provisions of Chapter 721, Florida Statutes, as the same are constituted on the date of the recording of the Declaration.

Club or Disney Vacation Club means the Disney Vacation Club. The Club is not a legal entity or association of any kind, but rather is a service name for the services and benefits appurtenant to and the restrictions imposed upon the use and enjoyment of Ownership Interests. These services presently include, among other things, the operation of a central reservation system consisting of the Home Resort Reservation Component and the DVC Reservation Component.

Club Member means the owner of record of an Ownership Interest in a DVC Resort.

Commercial Unit means a Unit reserved for commercial use pursuant to the Condominium Documents.

Common Elements shall include (i) all of those items defined in Chapter 718 as Common Elements and the items declared in the Declaration to be included within the Common Elements; (ii) all Association Property, (iii) all canals, lakes and waterways located within the Condominium Property, (iv) DVD's interest in the Ground Lease for that portion of the property described in the Ground Lease that is declared as part of this Condominium for which the Association will assume the obligations of DVD under the Ground Lease to the extent of that portion of the property described in the Ground Lease that is declared as part of the Condominium, and (v) membership in the Disney Vacation Club pursuant to the terms and conditions set forth in the Condominium Documents.

Common Expenses shall include (i) expenses for the operation, maintenance, repair, replacement, or protection of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association, (ii) any past due and uncollected ad valorem taxes assessed against the Condominium pursuant to Section 192.037, Florida Statutes, (iii) any expenses incurred by the Association in the performance of its duties, and (iv) any other expense, whether or not included in the foregoing, designated as Common Expense by Chapter 721, Chapter 718, or the Condominium Documents.

Common Facilities Agreement shall mean that certain Common Facilities Agreement by and between WORLDCO and DVD effective the 2nd of July, 2008, as recorded in Official Records Book 9755, Page 2283, Public Records of Orange County, Florida.

Common Surplus means any excess of all receipts of the Association over the amount of Common Expenses.

Condominium Documents means the Declaration together with all exhibits attached thereto and all other documents expressly incorporated therein by reference, as the same may be amended from time to time.

Condominium Property means the lands, leaseholds, easements and personal property that are subjected to condominium ownership from time to time, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Bay Lake Tower Resort.

Contemporary Resort shall mean the existing hotel known as Disney's Contemporary Resort and Convention Center.

Cotenant means the owner of an Ownership Interest in a Unit and shall include all other Cotenants who own Ownership Interests in that Unit as tenants-in-common.

Declaration means the Declaration of Condominium of Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, as it may be amended from time to time.

DVC Reservation Component shall mean the exchange component of the Club central reservation system through which Vacation Homes in any DVC Resort may be reserved using DVC Vacation Points pursuant to priorities, restrictions and limitations established by BVTC from time to time and as set forth in the Disclosure Document.

DVC Resort means each resort which is entitled to access and use the DVC Reservation Component and other applicable Club services and benefits provided by BVTC by virtue of and pursuant to the terms and conditions of a DVC Resort Agreement.

DVC Resort Agreement shall mean the agreement pursuant to which a resort becomes and remains a DVC Resort in accordance with the terms and conditions of such agreement.

DVCMC means Disney Vacation Club Management Corp., a Florida corporation, its successors and assigns.

DVC Vacation Points shall mean Vacation Points utilized by Club Members to make a reservation through the central reservation system at a DVC Resort other than their Home Resort.

DVD means Disney Vacation Development, Inc., a Florida corporation, its successors and assigns.

Estimated Budgets means the operating and capital reserves budgets that establish the estimated annual Common Expenses and reserves of the Bay Lake Tower Resort.

External Exchange Company means any company that owns, operates or owns and operates an External Exchange Program.

External Exchange Program shall mean the contractual arrangement between DVCMC, the Association or individual Club Members and an External Exchange Company or Companies under which Club Members may request and reserve, under certain conditions, the use of accommodations in resorts other than the DVC Resorts.

Ground Lease means that certain Ground Lease by and between WORLDCO as lessor and DVD as lessee effective the 1st day of September, 2007. A short form of the Ground Lease, that certain Memorandum of Ground Lease effective the 2nd day of July, 2008, is recorded in Official Records Book 9755, Page 2269 of the Public Records of Orange County, Florida.

Home Resort means any DVC Resort in which an Owner owns an Ownership Interest which is symbolized by Home Resort Vacation Points.

Home Resort Reservation Component means the component of the Club central reservation system through which Vacation Homes may be reserved using Home Resort Vacation Points pursuant to the priorities, restrictions and limitations of the Vacation Ownership Plan as set forth in the Condominium Documents.

Home Resort Rules and Regulations means the rules and regulations for the Bay Lake Tower Resort which DVCMC in its sole, absolute and unfettered discretion determines are necessary or desirable from time to time in order to enforce the provisions of the Membership Agreement in accordance with Florida law.

Home Resort Vacation Points means Vacation Points symbolizing an Ownership Interest at a Home Resort, which Vacation Points may be utilized to reserve Vacation Homes at that Home Resort where that Ownership Interest is held.

Master Declaration means the Master Declaration of Covenants, Conditions and Restrictions, effective July 2, 2008, as recorded in Official Records Book 9755, Page 2234, Public Records of Orange County, Florida.

Master Declaration Property means the lands, leaseholds, easements and all improvements on such property that are subject to Master Declaration from time to time, whether or not contiguous.

Membership Agreement means the Disney Vacation Club Membership Agreement for the Bay Lake Tower Resort, as amended from time to time. The Membership Agreement provides for the operation of the Vacation Ownership Plan and the Home Resort Reservation Component.

Management Company means DVCMC or any entity engaged to manage the Bay Lake Tower Resort.

Owner means the owner of a Unit. Unless the context requires otherwise, the term Owner shall include Cotenants but shall not include owners of Ownership Interests at DVC Resorts other than the Bay Lake Tower Resort.

Ownership Interest means an undivided percentage interest in a Unit and in the Unit's undivided interest in the Common Elements and Common Surplus.

Pedestrian Bridge means the pedestrian bridge built or to be built which is located off the fifth floor of the Bay Lake Tower Resort and connects to the fourth floor of the Contemporary Resort.

Property Management Agreement means the agreement between the Association and any Management Company pursuant to which the Association assigns its responsibilities and duties relating to the management and operation of the Bay Lake Tower Resort to the Management Company.

Purchaser means a prospective Owner, but shall not include DVD.

RCID means Reedy Creek Improvement District, a political subdivision of the State of Florida.

Resort Agreement means the DVC Resort Agreement for the Bay Lake Tower Resort, pursuant to which the Bay Lake Tower Resort becomes and remains a DVC Resort in accordance with the terms and conditions of the agreement.

The TWDC Companies means TWDC and all subsidiaries of TWDC, including, but not limited to, DVD, DVCMC, WORLDCO and BVTC.

TWDC means The Walt Disney Company, a Delaware corporation, its successors and assigns.

Unit means a condominium unit as that term is defined in Chapter 718 and in Article V of the Declaration and refers to that portion of the Condominium Property which is subject to exclusive ownership by one or more persons. Unless the context requires otherwise and except with respect to the Vacation Ownership Plan, all references to "Unit" shall include the Commercial Units.

Use Day means a twenty-four hour period (or such lesser period as may be designated by DVCMC in the Membership Agreement from time to time) in a Vacation Home subject to use reservation by Owners.

Use Year means, for each Unit, the twelve-month period beginning on the first day of the month designated by DVD in each purchase agreement selling an Ownership Interest to a Purchaser in that Unit and in each deed conveying an Ownership Interest to an Owner in that Unit. All Ownership Interests in a given Unit shall have the same Use Year. The Use Year shall continue for successive twelve-month periods for so long as the Vacation Ownership Plan continues.

Vacation Home means and refers to those portions of a Unit designed and intended for separate use and occupancy.

Vacation Ownership Plan means the arrangement pursuant to Florida law, the Declaration and the Membership Agreement whereby a Cotenant receives an Ownership Interest in a Unit under which the exclusive right of use, possession or occupancy of all Units circulates among the various Cotenants on a recurring basis during the term of the arrangement.

Vacation Point means the symbolic unit of measurement used to gauge the respective rights of an Owner to enjoy the benefits of the Ownership Interest within the Club.

WORLDCO means WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation (formerly known as Walt Disney World Co., a Florida corporation), its successors or assigns, and the lessor under the Ground Lease.

II. REQUIRED DISCLOSURES

This public offering statement contains important matters to be considered in acquiring an interest in a Vacation Ownership Plan. The statements contained herein are only summary in nature. A prospective purchaser should refer to all references, exhibits hereto, contract documents, and sales materials. You should not rely upon oral representations as being correct. Refer to this document and accompanying exhibits for correct representations. The seller is prohibited from making any representations other than those contained in the contract and this public offering statement. [Page 1 of this Public Offering Statement]

The right to reserve a timeshare period is subject to rules and regulations of the timeshare plan reservation system. [Paragraph 1.a.(3) of this Public Offering Statement]

The managing entity shall have the right to forecast anticipated reservation and use of the accommodations of the timeshare plan and is authorized to reasonably reserve, deposit, or rent the accommodations for the purpose of facilitating the use or future use of the accommodations or other benefits made available through the timeshare plan. [Paragraph 1.a.(3) and Paragraph 5.a.(1)(b) of this Public Offering Statement]

There is a lien or lien right against each Ownership Interest to secure the payment of assessments or other exactions coming due for the use, maintenance, upkeep, or repair of the recreational or commonly used facilities. A Purchaser's failure to make these payments may result in foreclosure of the lien. [Paragraph 2. of this Public Offering Statement]

The managing entity has a lien against each Ownership interest to secure the payment of assessments, ad valorem assessments, tax assessments, and special assessments. Your failure to make any required payments may result in the judicial or trustee foreclosure of an assessment lien and the loss of your Ownership Interest. If the managing entity initiates a trustee foreclosure procedure, you shall have the option to object to the use of the trustee foreclosure procedure and the managing entity may only proceed by filing a judicial foreclosure action. [Paragraph 7.b(2) of this Public Offering Statement.]

Recreational facilities may be expanded or added without consent of the Purchasers or the Association. [Paragraph 5.c.(5) of this Public Offering Statement]

The developer has the right to retain control of the Association after a majority of the Units have been sold. [Paragraph 5.g. of this Public Offering Statement]

The sale, lease or transfer of Ownership Interests is restricted and controlled. [Paragraph 7.d. of this Public Offering Statement]

The purchase of an Ownership Interest should be based upon its value as a vacation experience or for spending leisure time, and not considered for purposes of acquiring an appreciating investment or with an expectation that the Ownership Interest may be rented or resold. [Paragraph 7.d. of this Public Offering Statement]

Each Owner, and each Owner's successor(s) in title, has an obligation and responsibility to pay assessments for as long as he or she owns an Ownership Interest in the Resort. [Paragraph 7.d. of this Public Offering Statement]

A Vacation Ownership Plan will be created with respect to Units in the condominium. [Article 2.3 of the Declaration of Condominium]

The developer is required to provide the managing entity of the Club a copy of the approved public offering statement text and exhibits filed with the Division and any approved amendments thereto, and any other component site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the managing entity for inspection as part of the books and records of the plan. [Purchase Agreement]

For the purpose of ad valorem assessment, taxation and special assessments, the managing entity will be considered the taxpayer as your agent pursuant to Section 192.037, Florida Statutes. [Purchase Agreement]

Property tax disclosure summary: Purchaser should not rely on DVD's current property taxes as the amount of property taxes that purchaser may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information. [Purchase Agreement]

Any resale of this Ownership Interest must be accompanied by certain disclosures in accordance with Section 721.065, Florida Statutes. [Purchase Agreement]

You may cancel the purchase contract without any penalty or obligation within 10 calendar days after the date you sign the purchase contract or the date on which you receive the last of all documents required to be given to you pursuant to Section 721.07(6), Florida Statutes, whichever is later. If you decide to cancel the purchase contract, you must notify the developer in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Disney Vacation Development, Inc., Attention: Membership Administration at 1390 Celebration Blvd., Celebration, Florida 34747. Your notice of cancellation may also be sent via facsimile to 407-938-6586. Any attempt to obtain a waiver of your cancellation rights is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other documents, before expiration of your 10-day cancellation period, is prohibited. [Purchase Agreement]

Please refer to the Multi-site Public Offering Statement for a summary of additional required disclosures pertaining to the Vacation Club.

III. DVD DISCLOSURES

Except for those warranties required by Section 718.203, Florida Statutes, none of The TWDC Companies, including, but not limited to, DVD, make any warranty of any kind, express or implied, and each of The TWDC Companies hereby disclaims any and all warranties, including, without limitation, implied warranties of merchantability and fitness for a particular purpose, with respect to the construction of the Units and the Common Elements and with respect to the personal property located within the Units or on the Condominium Property, and the Owners assume all risk and liability resulting from the use of this property. [Paragraph 5.b.(1) of this Public Offering Statement]

Since the Ownership Interest acquired by Purchasers is an interest in real estate under Florida law, Purchasers may be entitled to deduct, for federal income tax purposes: (i) interest paid under a promissory note which is secured by a mortgage encumbering the Ownership Interest, and (ii) the Purchaser's allocable share of Ad Valorem Real Estate Taxes (paid via Annual Dues). Purchasers should understand that DVD intends to report such mortgage interest to Purchasers and to the United States Internal Revenue Service as mortgage interest paid on form 1098. [Paragraph 7.b.(2) of this Public Offering Statement]

Purchasers should understand, however, that since there can be no assurance as to this federal income tax treatment, as well as the fact that actual tax results will depend upon a Purchaser's particular circumstances (including, without limitation, among other factors, whether or not the Purchaser itemizes deductions on the Purchaser's federal income tax return or whether the Purchaser already owns an existing vacation home), The TWDC Companies do not make any representations as to the income tax treatment of the purchase, use or exchange of an Ownership Interest and related rights and appurtenances or as to the deductibility of related expenses such as interest, taxes and depreciation. Each Purchaser should consult his or her own tax advisor as to these issues. An Ownership Interest should not be purchased in reliance upon any anticipated tax benefits or any particular kind of tax treatment. [Paragraph 7.b.(2) of this Public Offering Statement]

The budget contained in this public offering statement has been prepared in accordance with the Florida Vacation Plan and Timesharing Act (Chapter 721, Florida Statutes), and is a good faith estimate only and represents an approximation of future expenses based on facts and circumstances existing at the time of its preparation. Actual costs of such items may exceed the estimated costs. Such changes in cost do not constitute material adverse changes. [Paragraph 6 of this Public Offering Statement]

The use of certain facilities, including without limitation, hotel check-in facility, back office facilities, telephone equipment rooms, etc., are being provided to the Bay Lake Tower Resort pursuant to the terms of either the Property Management Agreement or the Master Declaration as a shared area, the cost of operating and maintaining such facilities being apportioned among its users including Owners. If the Bay Lake Tower Resort was

required to provide such facilities within the Condominium Property and solely for the use and benefit of the Owners, the cost of operating the Condominium Property would increase. [Paragraph 5.f.(3) of this Public Offering Statement]

Ownership Interests are offered for personal use and enjoyment only and should not be purchased by any prospective Purchaser for resale or as an investment opportunity or with any expectation of achieving rental income, capital appreciation, or any other financial return or valuable benefit, including any tax benefit. Owners attempting to resell or rent their Ownership Interests would have to compete, at a substantial disadvantage, with DVD in the sale or rental of its Ownership Interests. The many restrictions upon the use of an Ownership Interest may adversely affect its marketability or rentability. [Paragraph 7.d. of this Public Offering Statement]

Ownership Interests should also not be purchased with any expectation that any Vacation Home located at the Bay Lake Tower Resort can be rented, or if it is rented, that any particular rental rate can be obtained for such rental. Owners should be aware that several resort hotels are in operation within and around the Bay Lake Tower Resort and the other DVC Resorts, including, but not limited to, hotels owned and/or operated by The TWDC Companies, and that DVD will also rent its Ownership Interests to the general public. Accordingly, any Owner who attempted to rent reserved Vacation Homes for his or her own account would compete with these resort hotels and DVD for renters without any assistance from The TWDC Companies, and would be at a substantial competitive disadvantage. Owners should not purchase an Ownership Interest based upon any expectation of deriving any rental or other revenue or profit therefrom. [Paragraph 7.d. of this Public Offering Statement]

The Pedestrian Bridge is part of the Master Declaration Property and is located off the fifth floor of the Bay Lake Tower Resort and connects to the fourth floor of the existing Contemporary Resort. Pursuant to the Master Declaration, the Pedestrian Bridge is a Designated Facility of the Master Declaration Property, which means that the Pedestrian Bridge is integral to the structure, operation, use, or enjoyment of the Master Declaration Property. Owners of the Bay Lake Tower Resort shall be solely responsible for the cost and expense of maintaining, operating, repairing and replacing the Pedestrian Bridge and each Owners' share of such expenses will be included in Annual Dues. [Paragraph 5.f.(1) of this Public Offering Statement]

The observation and lounge area located on the top floorof the Bay Lake Tower Resort (the "Observation Area") is a Commercial Unit of the Condominium made available as a courtesy to Owners and their Guests staying at the Bay Lake Tower Resort from time to time. Due to the occupancy limit of this area, Owners and Guests staying at the Bay Lake Tower Resort must make reservations to visit this area, subject to availability. The Observation Area is not an accommodation or facility, as those terms are defined in Section 721.05, Florida Statutes, of the Vacation Ownership Plan. The Observation Area,

including the facilities, amenities and services available in this area, may be modified, supplemented, or terminated at any time without notice to, or the consent of any Owner. [Paragraph 5.f.(2) of this Public Offering Statement]

There is no guaranty that any portion of the Contemporary Resort (including restaurants, bars and other hotel amenities) or the existing monorail system will continue in operation and The TWDC Companies shall be entitled to cease or modify operations of any portion(s) of the Contemporary Resort at any time. Do not purchase an interest in the Bay Lake Tower Resort in reliance upon the continued operation of the Contemporary Resort. [Paragraph 5.f.(2) of this Public Offering Statement]

Florida law permits a closing prior to the completion of construction in the event the Division of Florida Condominiums, Timeshares and Mobile Homes approves an alternate assurance in lieu of completion of construction. In the event such an alternate assurance is approved and construction of such Units, Vacation Homes, recreational facilities and other commonly used facilities is not completed in accordance with the purchase agreement, the Purchaser shall be entitled to all the rights and remedies set forth in the Purchaser's purchase agreement. [Paragraph 7.e. of this Public Offering Statement]

The closing of the sale of an Ownership Interest located in any phase of the Bay Lake Tower Resort may take place prior to the completion of construction of the Units, Vacation Homes, recreational facilities and other commonly used facilities contained in such phases. In such event, Owners will not be entitled to use such Units, Vacation Homes and other facilities until a certificate of occupancy is obtained. Because of safety concerns, Owners will be prohibited from accessing many portions of the Condominium Property during the construction process. In the event an Owner's closing takes place prior to completion of construction, DVD has agreed to pay any maintenance fees due on such Owner's behalf to the Association until a certificate of occupancy is obtained for such Owner's Unit. [Paragraph 5.b.(2) of this Public Offering Statement]

If DVD determines, in its sole, absolute and unfettered discretion, that any amendments or additions to the Offering Documents ("Amendments or Additions") are Non-Material Changes, then DVD may, but is not obligated to, deliver the Amendments or Additions to Purchaser prior to or after closing, in which event the Amendments or Additions shall not entitle Purchaser to an additional ten-day cancellation period pursuant to Florida law. If, however, DVD determines, in its sole, absolute and unfettered discretion, that the Amendments or Additions constitute Material Changes, DVD shall deliver to Purchaser copies of the Amendments or Additions, in which event Purchaser shall be entitled to an additional ten-day cancellation period from the date that DVD delivers the Amendments or Additions with Material Changes to Purchaser.

Do not purchase an interest in a Disney Vacation Club Resort in reliance upon the continued existence of any other Disney Vacation Club Resort(s) beyond the express

termination dates for those resorts. Each Disney Vacation Club Resort has its own termination date.

Neither DVD nor any of The TWDC Companies have any obligation to build any additional Disney Vacation Club resorts or to add additional component sites to the Disney Vacation Club multi-site timeshare plan. Do not purchase an interest in a Disney Vacation Club resort in reliance upon the addition of new resorts or component sites.

Please refer to the Multi-site Public Offering Statement for a summary of additional DVD disclosures pertaining to the Vacation Club.

I. PUBLIC OFFERING STATEMENT TEXT

1. The Vacation Ownership Plan.

a. The Plan. The legal name of the condominium is Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, and is located at 4600 North World Drive, Lake Buena Vista, Florida 32830.

(1) Ground Lease. Bay Lake Tower at Disney's Contemporary Resort is being created on a Ground Lease, and the portion of DVD's interest in the Ground Lease that will be declared to the condominium form of ownership will be a Common Element of the Bay Lake Tower Resort.

(2) Ownership Interests. Ownership Interests are fee interests in real property and are defined as "time-share estates" pursuant to Section 721.05(34), Florida Statutes, and Section 721.57, Florida Statutes. Purchasers of an Ownership Interest receive an undivided percentage real property interest in a Unit as a tenant-in-common with other Purchasers of undivided percentage interests in that Unit in accordance with the Declaration. Fee title to an Ownership Interest will be conveyed to the Purchaser until January 31, 2060, unless otherwise extended in accordance with the Condominium Documents, at which time the Ground Lease will expire, the Bay Lake Tower Resort will terminate and title to the Ownership Interest and the Condominium Property will vest in WORLDCO as the lessor. Ownership Interests in the Bay Lake Tower Resort are conveyed by virtue of the delivery of a special warranty deed.

(3) Vacation Ownership Plan and the Disney Vacation Club. Each Purchaser of an Ownership Interest shall be subject to the Vacation Ownership Plan, as set forth in the Declaration and the Membership Agreement. Notwithstanding the specific Unit in which a Purchaser acquires an Ownership Interest, the Vacation Ownership Plan requires that all Vacation Homes at the Bay Lake Tower Resort be available for use by all Purchasers of Ownership Interests at the Bay Lake Tower Resort at all times on a first come, first served reservation basis, through the Home Resort Reservation Component and in accordance with the provisions of the Condominium Documents.

The right to reserve a timeshare period is subject to rules and regulations of the timeshare plan reservation system.

The managing entity shall have the right to forecast anticipated reservation and use of the accommodations of the timeshare plan and is authorized to reasonably reserve, deposit, or rent the accommodations for the purpose of facilitating the use or future use of the accommodations or other benefits made available through the timeshare plan.

In addition to the Vacation Ownership Plan, membership in the Club, being a Common Element, is an appurtenance to each Ownership Interest in accordance with the terms of the Condominium Documents and the DVC Resort Agreement. As an appurtenance, the Club membership, as it is comprised from time to time, may not be partitioned, hypothecated, bought, sold, exchanged, rented or otherwise transferred separately from each Ownership Interest. Provided that the Owner complies with all restrictions on the transfer of an Ownership Interest, any transferee of the Owner's Ownership Interest will automatically become a Club Member, and the transferor will cease to be a

Club Member unless he or she has another Ownership Interest. See the Multi-site Public Offering Statement for details regarding a description of the Club's central reservation system, including operation of the Home Resort Reservation Component and the DVC Reservation Component.

Owners do not acquire any legal or beneficial interest in any of The TWDC Companies or their assets, including, but not limited to, the Club, and no right or interest in the property, contract rights or businesses of any of The TWDC Companies. Owners will not be entitled to any share of income, gain or distribution by or of any of The TWDC Companies and will not acquire any voting rights in respect of any of The TWDC Companies.

b. Apportionment of Common Expenses and Ownership of Common Elements. Each residential Unit and each Ownership Interest has appurtenant to it a share of the Common Expenses and Common Surplus and an undivided interest in the Common Elements of the Bay Lake Tower Resort on a fractional basis as set forth in the Percentage Interest in the Common Elements. Commercial Units shall also have a share of the Common Elements and Common Expenses as set forth in the Percentage Interest in the Common Elements exhibit.

The number of Home Resort Vacation Points available for use by a Purchaser in connection with the Home Resort Reservation Component of the Club's central reservation system is determined using a formula based upon the total square footage relating to the Ownership Interest acquired by the Purchaser, as more particularly described on Exhibit A of the Master Cotenancy Agreement. The total number of Home Resort Vacation Points at the Bay Lake Tower Resort is 5,732,687. The total number of Home Resort Vacation Points will increase if additional accommodations are added by DVD to the resort pursuant to the process described in paragraph 5.b. below or decrease if accommodations are removed from the Bay Lake Tower Resort due to condemnation as described in the Declaration. Purchasers should refer to their Purchase Agreement and deed for the amount of the undivided percentage interest that they are purchasing and the number of Home Resort Vacation Points that symbolize that Ownership Interest.

2. Club Membership and Recreational Leases. With respect to the Bay Lake Tower Resort, none of the recreational facilities or other facilities offered by DVD for use by Owners are leased or part of a recreational club.

There is a lien or lien right against each Ownership Interest to secure the payment of assessments or other exactions coming due for the use, maintenance, upkeep, or repair of the recreational or commonly used facilities. A Purchaser's failure to make these payments may result in foreclosure of the lien.

The recreational and other commonly used facilities of the Bay Lake Tower Resort will be used by Club Members, their guests, exchangers and renters; by renters of Vacation Homes not yet declared as part of the Bay Lake Tower Resort; and potentially by owners of interests in property common to the Bay Lake Tower Resort under the Master Declaration or in adjoining resort properties. A portion of the costs of maintenance, repair and replacement of such facilities will be borne by the Owners and shall be assessed to the Owners, pursuant to the terms of the Declaration and the Master Declaration. There is a lien or lien right against each Ownership Interest to secure the payment of these assessments.

3. Duration of the Vacation Ownership Plan. The term of the Vacation Ownership Plan as to the Bay Lake Tower Resort will continue through January 31, 2060, the expiration date of the Ground Lease and the Bay Lake Tower Resort, unless the Ground Lease is sooner terminated in accordance with its terms, or unless the Vacation Ownership Plan is sooner terminated in accordance with the Condominium Documents, or unless the term is otherwise extended in accordance with the Condominium Documents.

4. The Bay Lake Tower Resort Operations; Judgments and Pending Lawsuits.

a. The Bay Lake Tower Resort Operations.

(1) DVD. The developer of the Bay Lake Tower Resort is DVD. The General Manager and Senior Vice President of DVD is Kenneth M. Potrock, who has experience in the resort and leisure industries as a result of his tenure at The TWDC Companies. DVD has developed and operated the vacation ownership plan at:

Disney Vacation Club at WALT DISNEY WORLD Resort, a leasehold condominium, since October 1991,
Disney Vacation Club at Vero Beach, a condominium, since September 1995,
Disney Vacation Club at Hilton Head Island Horizontal Property Regime since March 1996,
Disney Vacation Club at Disney's BoardWalk Villas, a leasehold condominium, since June 1996,
The Villas at Disney's Wilderness Lodge, a leasehold condominium, since January 2001,
Disney's Beach Club Villas, a leasehold condominium, since July 2002,
Disney's Saratoga Springs Resort, a leasehold condominium, since May 2004,
Disney's Animal Kingdom Villas, a leasehold condominium, since July 2007,
Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, since September 2009,
The Villas at Disney's Grand Californian Hotel, a leasehold condominium, since September 2009,
Aulani, Disney Vacation Club Villas, KoOlina, Hawaii, a condominium, since September 2011, and at
The Villas at Disney's Grand Floridian, a leasehold condominium, beginning October 2013.

DVD may or may not be the developer of future DVC Resorts, if any.

(2) The TWDC Companies. DVD and DVCMC are affiliates of TWDC; however, DVD and DVCMC are separate and distinct entities from TWDC, and from WORLDCO. Neither TWDC, WORLDCO, nor any other subsidiary or affiliate of TWDC, has agreed or will agree to assume, guarantee or otherwise be responsible for any of the obligations, acts or omissions of DVD or DVCMC in connection with this offering or any other DVC Resort or the Club.

(3) The Association and DVCMC. The Bay Lake Tower at Disney's Contemporary Resort Condominium Association, Inc., a Florida not-for-profit corporation, is the entity responsible for the maintenance and operation of the Bay Lake Tower Resort. Pursuant to the Property Management Agreement, the Association has delegated its management, maintenance and operation duties for the Bay Lake Tower Resort to DVCMC.

DVCMC, whose address is 1390 Celebration Blvd., Celebration, Florida 34747, is responsible for providing for the operation of the Home Resort Reservation Component and for providing for the site management of the Bay Lake Tower Resort. DVCMC has acted as the management company for:

Disney Vacation Club at WALT DISNEY WORLD Resort, a leasehold condominium, since October 1991,
Disney Vacation Club at Vero Beach, a condominium, since September 1995,
Disney Vacation Club at Hilton Head Island Horizontal Property Regime since March 1996,
Disney Vacation Club at Disney's BoardWalk Villas, a leasehold condominium, since June 1996,
The Villas at Disney's Wilderness Lodge, a leasehold condominium, since January 2001
Disney's Beach Club Villas, a leasehold condominium, since July 2002,
Disney's Saratoga Springs Resort, a leasehold condominium, since May 2004,
Disney's Animal Kingdom Villas, a leasehold condominium, since July 2007,
Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, since September 2009,
The Villas at Disney's Grand Californian Hotel, a leasehold condominium, since September 2009,
Aulani, Disney Vacation Club Villas, KoOlina, Hawaii, a condominium, since September 2011, and at
The Villas at Disney's Grand Floridian, a leasehold condominium, beginning October 2013.

There are no service, maintenance, management or recreational contracts or leases with a term in excess of one (1) year that may be canceled by the Owners, except for the Property Management Agreement. The Property Management Agreement has an initial term of three (3) years, and shall automatically renew itself for successive three (3) year periods, unless either party gives notice of non-renewal pursuant to the terms of the Property Management Agreement, or unless sooner terminated in accordance with its provisions. DVD may not change the managing entity or its control without the approval of the Board of Directors or the Association; however, the Board of Directors and the Association are subject to the control of DVD as set forth in paragraph 5.g. of this Public Offering Statement.

As set forth in the Property Management Agreement, DVCMC will be compensated for its site management services by receiving an annual management fee equal to a percentage of the Dues Assessment Revenue plus the total Capital Reserves Budget contained in the Estimated Budgets exclusive of the management fee itself and transportation fees (if applicable). It is anticipated that, for the first year of operation at the Bay Lake Tower Resort, DVCMC will receive an annual management fee equal to twelve percent (12%) of the Estimated Budgets, which is equal to the sum of $170,437 per month or $2,045,248 per year. This percentage level for compensation may not be increased without the approval of the Board of Directors controlled by DVD; however, the actual compensation received by DVCMC for these services will increase as the Estimated Budgets increase.

In addition, pursuant to the Membership Agreement, the Association has assigned its rights and obligations to operate the Vacation Ownership Plan to DVCMC. Unless sooner terminated in accordance with its provisions, the Membership Agreement has a term equal to the term of the Vacation Ownership Plan. As consideration, the Association has assigned to DVCMC any and all rights of the Association to rent unreserved Vacation Homes (in accordance with the reservation priorities of the Home Resort Reservation Component) and to receive the proceeds therefrom in excess of the following: (i) the rental proceeds equaling an amount up to two and one-half percent (2 1/2%) of the Estimated Budgets shall be remitted by DVCMC to the Association; and (ii) the rental proceeds, if any, in an amount equal to BVTC's costs for providing those services as set forth in the DVC Resort Agreement plus five percent (5%) of such costs.

b. Judgments and Pending Lawsuits. There are no judgments or pending litigation against DVD, DVCMC, BVTC, or the Association that are material to the Vacation Ownership Plan at the Bay Lake Tower Resort.

5. Description of the Bay Lake Tower Resort.

a. Resort Accommodations and Facilities. DVD has currently declared to the condominium form of ownership, Ownership Interests in the Bay Lake Tower Resort as follows:

Number of Residential Buildings:	1
Number of Vacation Homes in Each Building:	281
Number of Seven (7) Use Day Availability Periods in Each Vacation Home:	51
Total Number of Vacation Homes Registered:	281
Total Number of Each Type of Vacation Home:	
Grand Villa Vacation Home (3 Bedroom/4 Bath)	14
Two-Bedroom Vacation Home - can be locked-off into One-Bedroom and Studio Vacation Homes (2 Bedroom/2Bath)	147
Two-Bedroom Vacation Home – can not be locked-off into One-Bedroom and Studio Vacation Homes (2 Bedroom/2Bath)	120
Total Number of Seven (7) Use Day Availability Periods:	14,331

The Vacation Ownership Plan uses a flexible Vacation Point system. Under the Vacation Point system, the Ownership Interest purchased by an individual will vary from that purchased by another individual depending upon his or her respective vacation needs. Therefore, it is impossible to anticipate the exact number of undivided Ownership Interests that will be sold in each Unit; however, it is anticipated that individuals will generally purchase an Ownership Interest equal to the right to reserve seven (7) Use Days. In all events, DVD will not sell a number of Ownership Interests that would result in a greater than "one-to-one use right to use night requirement ratio" as that term is defined in Section 721.05(25), Florida Statutes.

(1) Restrictions on Use of Units and Vacation Homes.

(a) Bay Lake Tower Resort Restrictions. Purchase of an Ownership Interest or use of the Vacation Homes and facilities of the Bay Lake Tower Resort for commercial purposes (excluding use by the TWDC Companies) or for any purpose other than the personal use described in this Public Offering Statement is expressly prohibited. To encourage purchase for personal use, Owners may not currently aggregate Ownership Interests so as to compile more than 4000 Home Resort Vacation Points per DVC Resort or an aggregate of 8000 Home Resort Vacation Points at all DVC Resorts, and use by corporations or other business entities is strictly limited to recreational use by their directors, officers, principals, or employees. For the purpose of determining the total number of Vacation Points compiled, no separation shall be made of Ownership Interests owned by the same person(s) with other person(s) or entity(ies) in which any such person has a partnership, membership, beneficial or ownership interest. For specific restrictions on the use of the Vacation Homes and facilities of the Bay Lake Tower Resort, Owners should refer to the Condominium Rules and Regulations promulgated by the Board of Directors. There are no restrictions upon children, but pets are prohibited at the Bay Lake Tower Resort. The provisions of this paragraph shall not apply to service animals, as defined by the Americans With Disabilities Act.

(b) Use of the Central Reservation System. As previously noted, the services provided through the Club include the operation of the central reservation system which consists of the Home Resort Reservation Component for the Bay Lake Tower Resort and the DVC Reservation

Component. Owners' rights to reserve Vacation Homes at the Bay Lake Tower Resort through the Home Resort Reservation Component are set forth in the Membership Agreement and the Home Resort Rules and Regulations for the Bay Lake Tower Resort. See the Multi-site Public Offering Statement for a detailed explanation of Owners' rights to reserve Vacation Homes at the Bay Lake Tower Resort through the Home Resort Reservation Component or at DVC Resorts through the DVC Reservation Component, including the beginning and ending dates for the period during which a purchaser must make a reservation and any contingencies which may result in a purchaser's loss of occupancy rights.

The managing entity shall have the right to forecast anticipated reservation and use of the accommodations of the timeshare plan and is authorized to reasonably reserve, deposit, or rent the accommodations for the purpose of facilitating the use or future use of the accommodations or other benefits made available through the timeshare plan.

(2) Lock-Out Provisions. Should an Owner fail to pay an assessment (with respect to any of Owner's Ownership Interests) as provided in the Condominium Documents, DVCMC is authorized to deny to the Owner or the authorized user, the use and enjoyment of the Vacation Homes and facilities of the Vacation Ownership Plan in accordance with the provisions of Chapter 721 and the Master Cotenancy Agreement entered into by DVCMC, the Cotenants in each Unit and the Association. In addition, DVCMC is authorized, in accordance with Section 721.13(6)(f), Florida Statutes, to rent out the Ownership Interests of delinquent Owners and apply the proceeds of such rental, less any rental commissions, cleaning charges, travel agent commissions, or any other commercially reasonable charges reasonably and usually incurred by the managing entity in securing rentals, to the delinquent Owner's account.

b. Phasing and Completion of Construction.

(1) Phasing Plan. The Bay Lake Tower Resort is being developed as a phase condominium, and additional land or Units may be added to the Bay Lake Tower Resort from time to time. The overall boundary of the property which DVD contemplates adding to the Bay Lake Tower Resort is described in the Survey, Floor and Plot Plan; however, DVD reserves the right to add additional property which may not be included within the overall boundary. DVD further reserves the right not to add any additional property or all of the property included within the overall boundary. DVD specifically reserves the right to declare one or more phases that contain only residential Units, Commercial Units or Common Elements. In addition, DVD specifically reserves the right to declare one or more phases that contain any combination of residential Units, Commercial Units and Common Elements. The Condominium Documents for a particular phase will be recorded prior to the closing of the purchase of any Ownership Interest in that phase. The Common Expense, Common Surplus and Common Element ownership reallocation caused by the addition of any proposed phase is set forth in the Percentage Interest in the Common Elements.

DVD is under no obligation to submit phases to the Bay Lake Tower Resort in any sequence or to construct, develop or add any phase other than those phases that DVD may initially declare as part of the Bay Lake Tower Resort. DVD may, from time to time, file phases for sale under

Florida law without selling Ownership Interests in those phases or ultimately adding such phases to the Bay Lake Tower Resort. Pursuant to Chapter 721,and where permitted, DVD specifically reserves the right to vary DVD's phasing plans as to phase boundaries, plot plans and floor plans, Unit types, Unit sizes and Unit type mixes, numbers of Units, and recreational areas and facilities with respect to each subsequent phase. DVD also specifically reserves the right to amend the Condominium Documents, without the approval of the Owners or Purchasers, as may be necessary in DVD's sole, absolute and unfettered discretion to conform to applicable government requirements, to expedite the sale of Ownership Interests, or as permitted under Florida law and which DVD determines in its sole, absolute and unfettered discretion would be beneficial to the use of the declared property to its fullest and best use and which would not prejudice or impair to any material extent the rights of the Owners or any mortgagee of record.

Except for those warranties required by Section 718.203, Florida Statutes, none of The TWDC Companies, including, but not limited to, DVD, make any warranty of any kind, express or implied, and each of The TWDC Companies hereby disclaims any and all warranties, including, without limitation, implied warranties of merchantability and fitness for a particular purpose, with respect to the construction of the Units and the Common Elements and with respect to the personal property located within the Units or on the Condominium Property, and the Owners assume all risk and liability resulting from the use of this property.

(2) Completion of Construction. The construction, equipping and finishing of phases of the Bay Lake Tower Resort that are currently being offered for sale is complete.

As described in paragraph 7.b., the closing of the sale of an Ownership Interest located in any phase of the Bay Lake Tower Resort, may take place prior to the completion of construction of the Units, Vacation Homes, recreational facilities and other commonly used facilities contained in such phases. In such event, Owners will not be entitled to use such Units, Vacation Homes and other facilities until a certificate of occupancy is obtained. Because of safety concerns, Owners will be prohibited from accessing many portions of the Condominium Property during the construction process. In the event an Owner's closing takes place prior to completion of construction, DVD has agreed to pay any maintenance fees due on such Owner's behalf to the Association until a certificate of occupancy is obtained for such Owner's Unit.

c. Recreational Facilities. The construction, equipping and finishing of the phases containing the recreational facilities of the Bay Lake Tower Resort is complete.

(1) Maximum Number of Vacation Ownership Periods that will Use the Accommodations and Facilities. The maximum number of vacation ownership periods that will use the accommodations and facilities of the Bay Lake Tower Resort will vary. The Vacation Ownership Plan uses a flexible Vacation Point system, under which the Ownership Interest purchased by an individual

will vary from that purchased by another individual depending on his or her vacation needs. Therefore, it is impossible to anticipate the exact number of undivided Ownership Interests in a Unit that will be sold; however, it is anticipated that individuals will generally purchase an Ownership Interest equal to the right to reserve seven (7) use days.

(2) Description of Recreational and Other Commonly Used Facilities Used Only by Owners. There are no recreational or other commonly used facilities that will be used only by Owners.

(3) Description of Recreational and Other Commonly Used Facilities that will not be Used Only by Owners. The following recreational and other commonly used facilities will be used by Owners, Club Members and others as more particularly described below:

(a) Recreational and other Commonly Used Facilities located on Condominium Property.

The following recreational and other commonly used facilities that will be declared as part of the Bay Lake Tower Resort will be used by Owners, Club Members, their guests, exchangers and renters; and by renters of Vacation Homes not yet declared as part of the Bay Lake Tower Resort. If WORLDCO exercises its rights under the Master Declaration to declare these facilities to be Shared Areas as defined in the Master Declaration, then these facilities will also be used by owners of interests in property common to the Bay Lake Tower Resort under the Master Declaration or in adjoining resort properties. The following recreational and other commonly used facilities will be declared as part of the Bay Lake Tower Resort and will be filed for sale under Florida law:

(i) Feature Swimming Pool and Sunbathing Deck. One (1) feature swimming pool and one (1) sun/bathing deck will be available for use. The sun/bathing deck will be approximately 15,000 square feet in size and the feature swimming pool will be approximately 6,400 square feet in size and range in depth from zero (0) inches to 4 feet, 11 inches. The feature swimming pool is heated and will have a capacity of 180 persons.

(ii) Pool Slide. One (1) pool slide, located at the feature swimming pool will be available for use. The pool slide is approximately 104 feet long and has a capacity of one person per use.

(iii) Additional Pool Slide. One (1) accessible pool slide, located at the feature swimming pool will be available for use by persons with mobility disabilities. The accessible pool slide will be approximately 11 feet long and will have a capacity of one person per use.

(iv) Interactive Play Area. One (1) Interactive Play Area will be located near the feature additional swimming pool and will be available for use. The interactive play area will be approximately 300 square feet in size and will have a capacity of 20 persons.

(v) Hot Tubs at Feature Swimming Pool. Two (2) hot tubs, located near the feature swimming pool will be available for use. One hot tub will be approximately 100 square feet in size and the other will be approximately 144 square feet in size, and will have a capacity of 10 persons and 14 persons, respectively. Both hot tubs will be approximately 4 feet, 0 inches in depth and will be heated.

The following recreational and other commonly used facilities that will be declared as part of the Bay Lake Tower Resort will be used by Owners, Club Members, their guests, exchangers and renters; by renters of Vacation Homes not yet declared as part of the Bay Lake Tower Resort; and, by owners of interests in property common to the Bay Lake Tower Resort under the Master Declaration or in adjoining resort properties. The following recreational and other commonly used facilities will be declared as part of the Bay Lake Tower Resort and will be filed for sale under Florida law:

(vi) Shuffleboard Courts. Two (2) shuffleboard courts will be available for use. The shuffleboard courts will be approximately 2,050 square feet in size and have a capacity of four (4) persons each.

(vii) Bocce Ball Courts. Two (2) bocce ball courts will be available for use. The bocce ball courts will be approximately 720 square feet in size and have a capacity of 8 persons each.

(viii) Barbeque Pavilion. One barbeque pavilion will be available for use. The pavilion will be approximately 530 square feet in size and have a seating for 16 persons.

Pursuant to the terms of the Declaration, Owners shall be solely responsible for the costs of maintenance, repair and replacement of items (i) through (v) above (the feature swimming pool and sunbathing deck, pool slides, interactive play area and hot tubs) and shall be assessed for such costs pursuant to the terms of the Declaration. However, if WORLDCO exercises its rights under the Master Declaration to declare these facilities to be Shared Areas as defined in the Master Declaration, then a portion of the costs of maintenance, repair and replacement of items (i) through (v) above (the feature swimming pool and sunbathing deck, pool slides, interactive play area and hot tubs) will be shared by owners of interests in property common to the Bay Lake Tower Resort under the Master Declaration or in adjoining resort properties pursuant to the terms of the Master Declaration and the Declaration.

A portion of the costs of maintenance, repair and replacement of items (vi) through (viii) above (shuffle board courts, bocce ball courts and barbeque pavilions) will be shared by owners of interests in property common to the Bay Lake Tower Resort under the Master Declaration or in adjoining resort properties, pursuant to the terms of the Master Declaration and the Declaration.

(b) Recreational and other Commonly Used Facilities located outside the Condominium Property. The following recreational and other commonly used facilities located at the Contemporary Resort will be used by Owners, Club Members, their guests, exchangers and renters; by renters of Vacation Homes not yet declared as part of the Bay Lake Tower Resort; and by owners of interests in property common to the Bay Lake Tower Resort under the Master Declaration or in adjoining resort properties. Except for the beaches and Pedestrian Bridge, which are Designated Facilities under the Master Declaration, access to and use of these recreational and other commonly used facilities may cease at any time. The recreational and other commonly used facilities located at the Contemporary Resort and available to Owners, but which are not part of the Condominium Property, are described as follows:

(i) Feature Pools. The two existing feature pools located at the Contemporary Resort and the related adjacent facilities (e.g. sunbathing deck, pool slides, interactive

play area, hot tubs, etc.) will be available for use by Owners, pursuant to and limited by the terms of the Common Facilities Agreement. A portion of the costs of maintenance, repair and replacement of these feature pools will be borne by the Owners and shall be assessed to the Owners pursuant to the terms of the Common Facilities Agreement and the Master Declaration.

(ii) Tennis Courts. Two (2) tennis courts will be available for use by Owners, pursuant to and limited by the terms of the Common Facilities Agreement. The tennis courts are approximately sixty (60) feet by one hundred and ten (110) feet each. The tennis courts are lighted and have a capacity of four (4) persons each. A portion of the costs of maintenance, repair and replacement of these tennis courts will be borne by the Owners and shall be assessed to the Owners pursuant to the terms of the Common Facilities Agreement and the Master Declaration.

(iii) Beaches. The beach areas along Bay Lake will be available for use by Owners, subject to and limited by the terms of the Master Declaration. A portion of the costs of maintenance, repair and replacement of the beaches will be borne by the Owners and shall be assessed to the Owners pursuant to the terms of the Master Declaration and the Declaration.

(iv) The Pedestrian Bridge. Owners shall be solely responsible for the costs of maintenance, repair and replacement of the Pedestrian Bridge and shall be assessed for such costs pursuant to the terms of the Master Declaration.

(4) Leases and Options to Purchase. There are no leases or options to purchase associated with the facilities available for use by Owners as described herein.

(5) Additions to Recreational Facilities.

Recreational facilities may be expanded or added without consent of the Purchasers or the Association.

DVD is not required to construct or declare as part of the Bay Lake Tower Resort any recreational or other commonly used facilities other than those facilities contained in the phases of the Bay Lake Tower Resort initially declared to the condominium form of ownership. However, DVD has reserved the right to add recreational facilities to the Bay Lake Tower Resort without the consent of the Owners, Club Members, or the Association, provided that all costs of construction of such additional recreational facilities shall be borne exclusively by DVD.

At such time as DVD does add recreational or other commonly used facilities to the Bay Lake Tower Resort, those facilities will be included as part of the Common Elements of the Bay Lake Tower Resort. All costs of maintenance, repair and replacement of any such additional recreational facilities will be borne by the Owners and shall be assessed to the Owners as a part of their Annual Dues subject to the limitation in the increase of the Estimated Budgets under Florida law. Any increase in Annual Dues resulting from adding additional recreational facilities will be limited to an amount that will not result in an increase in the Estimated Budgets in excess of one hundred fifteen percent (115%) of the previous year's Estimated Budgets, excluding capital reserves, except as permitted under Florida law.

d. Financial Arrangements for Promised Improvements. DVD has sufficient cash reserves or other internal financial resources so that it will not be required to borrow money from any other source in order to complete construction of all promised improvements.

e. Insurance Coverage. The Association will obtain and maintain casualty and public liability insurance as to all buildings, Units, Vacation Homes, facilities and furnishings located upon the Condominium Property in an amount as required by Florida law. The cost of such insurance is a Common Expense and will be included in the Estimated Budgets.

f. Unusual and Material Features of the Condominium Property.

(1) Pedestrian Bridge. **The Pedestrian Bridge is part of the Master Declaration Property and is located off the fifth floor of the Bay Lake Tower Resort and connects to the fourth floor of the existing Contemporary Resort. Pursuant to the Master Declaration, the Pedestrian Bridge is a Designated Facility of the Master Declaration Property, which means that the Pedestrian Bridge is integral to the structure, operation, use, or enjoyment of the Master Declaration Property. Owners of the Bay Lake Tower Resort shall be solely responsible for the cost and expense of maintaining, operating, repairing and replacing the Pedestrian Bridge and each Owners' share of such expenses will be included in Annual Dues.**

(2) Observation Area. **The observation and lounge area located on the top floor of the Bay Lake Tower Resort (the "Observation Area") is a Commercial Unit of the Condominium made available as a courtesy to Owners and their Guests staying at the Bay Lake Tower Resort from time to time. Due to the occupancy limit of this area, Owners and Guests staying at the Bay Lake Tower Resort must make reservations to visit these areas, subject to availability. The Observation Area is not an accommodation or facility, as those terms are defined in §721.05, Florida Statutes, of the vacation ownership plan. The Observation Area, including the facilities, amenities and services available in this area, may be modified, supplemented, or terminated at any time without notice to, or the consent of any Owner.**

(3) Contemporary Resort and Existing Monorail System. The Bay Lake Tower Resort is located next to the Contemporary Resort. The Contemporary Resort is not a part of the Condominium Property. An existing monorail system is located nearby to the Bay Lake Tower Resort. The existing monorail system is not part of the Condominium Property. Operation of the existing monorail system may result in noise or light levels in excess of that typically occurring in areas consisting solely of residential accommodations and may result in an obstruction of views.

There is no guaranty that any portion of the Contemporary Resort (including restaurants, bars and other hotel amenities) or the existing monorail system will continue in operation and The TWDC Companies shall be entitled to

cease operations of any portion(s) of the Contemporary Resort at any time. Do not purchase an interest in the Bay Lake Tower Resort in reliance upon the continued operation of the Contemporary Resort.

(4) Master Declaration of Covenants, Conditions and Restrictions. The Bay Lake Tower Resort is subject to the Master Declaration of Covenants, Conditions and Restrictions, which govern the use of the Condominium Property and the property in the surrounding area not declared as part of the Bay Lake Tower Resort. Pursuant to the Master Declaration, Owners have easements to certain of the Shared Areas (as defined in the Master Declaration) of the Master Property (as defined in the Master Declaration) as provided under the Master Declaration.

The use of certain facilities, including without limitation, hotel check-in facility, back office facilities, telephone equipment rooms, etc., are being provided to the Bay Lake Tower Resort pursuant to the terms of either the Property Management Agreement or the Master Declaration as a shared area, the cost of operating and maintaining such facilities being apportioned among its users including Owners. If the Bay Lake Tower Resort was required to provide such facilities within the Condominium Property and solely for the use and benefit of the Owners, the cost of operating the Condominium Property would increase.

(5) Common Facilities Agreement. Pursuant to the Common Facilities Agreement between DVD and WORLDCO, WORLDCO has granted to DVD and Owners (and their guests) non exclusive easement rights to the use and enjoyment of the feature swimming pools and related facilities and tennis courts located at the Contemporary Resort, upon and subject to the terms of the Common Facilities Agreement.

(6) RCID Jurisdiction. The Bay Lake Tower Resort is located within the Reedy Creek Improvement District ("RCID"), a political subdivision of the State of Florida. RCID provides substantially all of the governmental services to the WALT DISNEY WORLD® Resort area and its affiliated properties, including the Bay Lake Tower Resort. Owners of real property interests within RCID, including Owners of Ownership Interests, are subject to ad valorem taxation by both RCID and Orange County, Florida.

(7) Ground Lease. The Bay Lake Tower Resort is subject to the terms and conditions of the Ground Lease.

(8) Commercial Units; Commercial Uses; Light and Noise. It is expressly contemplated that Commercial Units, Commercial Unit LCEs, portions of the adjacent Master Declaration Property, and nearby properties owned by The TWDC Companies may be operated as commercial spaces containing stores, restaurants, entertainment areas and other public establishments which may have nighttime hours of operation and which may result in noise or light levels in excess of levels typically occurring in areas consisting solely of residential accommodations, including, without limitation, fireworks and concerts.

(9) Description of Land Available for Use by Owners, but not Owned or Leased by the Owners or the Association. There is no land that will be made available for use by Owners, but not owned or leased by the Owners or the Association except as set forth in the Condominium Documents or the Master Declaration.

g. Control of the Association.

The developer has the right to retain control of the Association after a majority of the Units have been sold.

As set forth in the Declaration, DVD will control the Association through the appointment of a majority of the Board of Directors until such time as transfer of control of the Association occurs pursuant to the Condominium Documents or is required under Florida law. Unless DVD ceases to continue an on-going sales operation, the earliest that Owners would be entitled to elect a majority of the Board of Directors is three (3) years after fifty percent (50%) of the Units that will ultimately be operated by the Association have been sold; three (3) months after ninety percent (90%) have been sold; or seven (7) years after the Declaration has been recorded, whichever occurs first.

Pursuant to paragraph 4 of the Master Cotenancy Agreement, DVD is the authorized voting representative of the Owners who own Ownership Interests in each Unit at meetings of the Association and will cast all votes for such Owners at such meetings. Pursuant to paragraph 5 of the Master Cotenancy Agreement, DVD will notify the Owners in each Unit in advance of those Association meetings at which the Owners are entitled to elect directors. DVD will be authorized to cast the vote of a given Unit at Association meetings in whatever manner it deems appropriate unless it is otherwise instructed in writing in advance of such meetings by the Owners who own sixty percent (60%) of the Ownership Interests in that Unit. In this regard, DVD has agreed in the Master Cotenancy Agreement that it will not cast the Unit's vote in any of the following respects without the prior concurrence of the Owners of sixty percent (60%) of the Ownership Interests in the Unit:

(1) waiver of any material rights of the Association or of the Cotenants against DVD or any of its affiliates;

(2) waiver or reduction of required replacement reserves;

(3) any increase in the Association's annual operating budget in excess of one hundred fifteen percent (115%) of the previous year's budget, excluding capital reserves and Ad Valorem Real Estate Taxes;

(4) any increase in the calculation of compensation paid to DVCMC under the Property Management Agreement;

(5) reallocation of the undivided interests in the Common Elements appurtenant to each Unit other than the reallocation that results from the addition of phases to the Bay Lake Tower Resort;

(6) amendment of the Declaration, the Articles of Incorporation or the Bylaws in any manner that is materially adverse to the Owners as a whole; or

(7) voluntary termination of the Bay Lake Tower Resort, or any proposition not to

reconstruct, repair or replace any portion of any Unit or Common Element after casualty.

In addition, during any period of time in which DVD owns in excess of forty percent (40%) of the Ownership Interests in a given Unit, the Owners who own sixty percent (60%) of the Ownership Interests in that Unit, other than those Ownership Interests owned by DVD, may instruct DVD as to the manner in which the Unit's vote will be cast.

6. Estimated Budgets and Schedule of Purchasers' Expenses; Developer Subsidy.

The budget contained in this public offering statement has been prepared in accordance with the Florida Vacation Plan and Timesharing Act (Chapter 721, Florida Statutes), and is a good faith estimate only and represents an approximation of future expenses based on facts and circumstances existing at the time of its preparation. Actual costs of such items may exceed the estimated costs. Such changes in cost do not constitute material adverse changes.

a. Estimated Budgets and Schedule of Purchasers' Expenses. The Estimated Budgets are comprised of the Common Expenses and reserve requirements of the Bay Lake Tower Resort, as set forth in the Condominium Documents, and the Ad Valorem Real Estate Taxes assessed against Ownership Interests. DVCMC will assess the Estimated Budgets and Ad Valorem Real Estate Taxes to each Ownership Interest each year in the ratio that the number of Home Resort Vacation Points assigned to that Ownership Interest bears to the total number of Home Resort Vacation Points in the Bay Lake Tower Resort at that time.

As set forth in paragraph 4 of the Master Cotenancy Agreement, DVD as the voting representative of a Unit may not cast the Unit's vote at a meeting of the Association to increase the Estimated Budgets in excess of one hundred fifteen percent (115%) of the previous year's Estimated Budgets, excluding capital reserves, without the prior concurrence in writing of the Owners who own sixty percent (60%) of the Ownership Interests in that Unit. In the event that the requisite approval to increase the budgets beyond the fifteen percent (15%) cap is not obtained, DVCMC as the Management Company would be forced to reduce services to keep expenses within the approved budgeted amount. Owners are only responsible for the expenses and taxes assessed against them at the Bay Lake Tower Resort, and Owners are not liable for the cost of maintenance or repair of DVC Resorts other than the Bay Lake Tower Resort. Pursuant to the Resort Agreement and the Declaration, all Owners are required to pay Annual Dues which include their share of the cost and expenses of the Club attributed to the Bay Lake Tower Resort.

As set forth in the Declaration, the Association has a lien right against each Unit and each undivided Ownership Interest in each Unit to secure the payment of assessments for Common Expenses and assessed Ad Valorem Real Estate Taxes, including interest, costs of collection and reasonable attorneys' fees. Pursuant to the Master Cotenancy Agreement, DVD also has the option but not the obligation to acquire a lien against the Ownership Interest of any Cotenant who fails to timely pay all assessments due by paying the delinquent amounts due by the Cotenant. If DVD does not exercise its option to acquire the lien, any other Cotenant may pay the delinquent amounts and acquire the lien. If no Cotenant pays the delinquent assessments of another Cotenant, the Association has the

right to collect the delinquency through foreclosure of its lien against the Ownership Interest of the delinquent Cotenant.

Under Florida law, Ad Valorem Real Estate Taxes are assessed against the Bay Lake Tower Resort as a whole. If one hundred percent (100%) of the taxes so assessed are not timely paid to the appropriate county tax collector, a tax lien will attach to the entire Bay Lake Tower Resort, which lien can be sold at public auction. Consequently, a tax lien can be placed on all of the Bay Lake Tower Resort for the failure of any Cotenant to pay his or her portion of the Unit's portion of the Ad Valorem Real Estate Taxes assessed against all of the Bay Lake Tower Resort.

Certain of the variable and semi-variable expenses related to the provision of hospitality services to the Bay Lake Tower Resort as set forth in the Estimated Annual Operating Budget, including expenses for housekeeping, maintenance and front desk operations, may be lower than they otherwise would be if such services were being provided by independent third parties, because such services are being provided by WORLDCO through a property management subcontract that takes into account that the services are also being provided to adjacent accommodations that are not part of the Bay Lake Tower Resort.

b. Basis for Assessments.

DVD has agreed to guarantee to each Purchaser and Owner that they will only be required to pay an assessment for operating and reserves expenses of $3.6263 per Vacation Point through December 31, 2014, exclusive of ad valorem taxes which are billed separately. In consideration of this guarantee and pursuant to Florida law, DVD will be excused from the payment of its share of the expenses which otherwise would have been assessed against its unsold Ownership Interests during the term of the guarantee. As a consequence of this exemption, during the term of this guarantee, existing Owners and current Purchasers will not be specially assessed with regard to Common Expenses, except as hereinafter provided, if Common Expenses exceed the guarantee per Vacation Point amount and DVD will pay any difference between actual expenses and assessments collected from all Owners and income from other sources. Amounts expended for any insurance coverage required by law or the Condominium Documents to be maintained by the Association and depreciation expense related to real property shall be excluded from the calculation of the Developer obligation except that for real property used for the production of fees, revenue or other income depreciation expense shall be excluded only to the extent they exceed the net income from the production of such fees, revenue or other income. DVD will pay such expenses as needed to meet expenses as they are incurred. However, any expenses incurred during the guarantee period resulting from a natural disaster or an act of God, which are not covered by insurance proceeds from the insurance maintained by the Association, will be assessed against all Owners owning Ownership Interests on the date of such natural disaster or act of God, or their successors or assigns, including DVD, provided that during any period of time DVD controls the Association pursuant to Section 718.301, Florida Statutes, the Association maintains all insurance coverages required by Section 721.165, Florida Statutes. Any special assessment imposed for amounts excluded from the guarantee pursuant to this paragraph shall be paid proportionately by all Owners, including DVD with respect to the Ownership Interests owned by DVD, in accordance with the Condominium Documents. DVD reserves the right, but is under no obligation, to extend and/or increase the amount of this guarantee for

one (1) or more periods of one (1) year each after the expiration of this guarantee period on December 31, 2014, as permitted by Florida law.

The 2014 annual assessment (exclusive of Ad Valorem Real Estate Taxes) will be calculated by multiplying the number of Vacation Points associated with your Ownership Interest by $3.6263 per Vacation Point.

7. Purchase of a Vacation Ownership Interest.

a. Purchasers' Right of Cancellation. Purchasers may cancel their Purchase Agreement without any penalty or obligation within ten (10) days after the date of execution of their Purchase Agreement or the date on which they receive the last of all documents required to be provided pursuant to Section 721.07(6), Florida Statutes, whichever is later. If Purchasers decide to cancel their Purchase Agreement, then the Purchasers must notify DVD in writing of their intent to cancel. The notice of cancellation shall be sent to DVD, Attention: Membership Administration at 1390 Celebration Blvd., Celebration, Florida 34747. Any attempt to obtain a waiver of Purchasers' cancellation rights is void and of no effect. While Purchasers may execute all closing documents in advance, the closing, as evidenced by delivery of the Purchasers' deed to the appropriate recording office, before expiration of the 10-day cancellation period is prohibited. If your notice of cancellation is sent more than ten (10) days after the date you sign the Purchase Agreement, DVD shall have the right to retain the total of all funds and property received under the Purchase Agreement. The notice of cancellation shall be considered given on the date postmarked if mailed, or the date transmitted, so long as the notice is actually received by DVD. If given by means other than by mail or telegraph, the notice of cancellation shall be considered given at the time delivered to DVD at its address stated above.

In addition, Chapter 721provides that you have the right to cancel your Purchase Agreement until midnight of the tenth (10th) calendar day following whichever of the following occurs later: (a) the execution date; or (b) the day on which you received the last of all documents required to be provided to you pursuant to Section 721.07(6), Florida Statutes. Because DVD is providing you with all of the documents required to be delivered to you, your cancellation right will expire on midnight of the tenth (10th) calendar day following the date on which you executed your Purchase Agreement. You may receive a separate and distinct cancellation right in the event that DVD makes amendments or additions which are material changes (as explained below and in your Purchase Agreement), but you should not rely on that possibility.

Amendments, additions, or changes to the Condominium Documents may be made after closing in accordance with the terms of the Condominium Documents and Florida law. DVD may make changes to the documents comprising the offering, including the component site public offering statement, multi-site public offering statement, and the exhibits thereto, including the Condominium Documents (collectively, "Offering Documents") prior to closing. If, in DVD's sole, absolute and unfettered discretion, these changes do not materially alter or modify the offering in a manner adverse to Purchaser, they shall be considered "Non-Material Changes." Non-Material Changes may include changes set forth in the previous paragraph; an increase in the component site budget of no more than 115% of such budget for the previous year; changes to update component site or Club disclosure information as required by Florida law (including changes in the officers or directors of DVD, DVCMC or BVTC; any action taken pursuant to any reserved and previously disclosed right; completion of

improvements; and transfer of control of the Association); correction of grammatical or typographical errors; formatting changes; any change to or addition of a document affecting prospective purchaser only; any substitution of an executed, filed, or recorded document for the same unexecuted, filed, or recorded copy; or any increase in insurance coverage. If, in DVD's sole, absolute and unfettered discretion, a change materially alters or modifies the offering in a manner adverse to Purchaser, it shall be considered a "Material Change."

b. Total Financial Obligation of the Purchaser.

(1) Schedule of Estimated Closing Costs. As set forth in the Purchase Agreement, Purchaser shall pay (i) a document preparation fee; (ii) the cost of recording the special warranty deed; (iii) the documentary stamp tax due on the deed as required under Florida law; and (iv) the premium cost for an owner's policy of title insurance. If any portion of the purchase price is financed through DVD, Purchaser shall pay the documentary stamp tax due on the mortgage as required under Florida law, the intangible tax due on the promissory note secured by the mortgage as required under Florida law, and the cost of recording the mortgage. DVD shall pay the premium for a mortgagee policy of title insurance if it elects to obtain a mortgagee policy.

(2) Total Obligation. A Purchaser's total financial obligation includes the purchase price paid for the Ownership Interest, closing costs, county and special district Ad Valorem Real Estate Taxes, External Exchange Company use fees, Annual Dues, and all finance charges.

Since the Ownership Interest acquired by Purchasers is an interest in real estate under Florida law, Purchasers may be entitled to deduct, for federal income tax purposes: (i) interest paid under a promissory note which is secured by a mortgage encumbering the Ownership Interest, and (ii) the Purchaser's allocable share of Ad Valorem Real Estate Taxes (paid via Annual Dues). Purchasers should understand that DVD intends to report such mortgage interest to Purchasers and to the United States Internal Revenue Service as mortgage interest paid on form 1098.

Purchasers should understand, however, that since there can be no assurance as to this federal income tax treatment, as well as the fact that actual tax results will depend upon a Purchaser's particular circumstances (including, but not limited to, among other factors, whether or not the Purchaser itemizes deductions on the Purchaser's federal income tax return or whether the Purchaser already owns an existing vacation home), The TWDC Companies do not make any representations as to the income tax treatment of the purchase, use or exchange of an Ownership Interest and related rights and appurtenances or as to the deductibility of related expenses such as interest, taxes and depreciation. Each Purchaser should consult his or her own tax advisor as to these issues. An Ownership Interest should not be purchased in reliance upon any anticipated tax benefits or any particular kind of tax treatment.

The managing entity has a lien against each Ownership interest to secure the payment of assessments, ad valorem assessments, tax assessments, and special assessments. Your failure to make any required payments may result in the judicial or trustee foreclosure of an assessment lien and the loss of your Ownership Interest. If the managing entity initiates a trustee foreclosure procedure, you shall have the option to object to the use of the trustee foreclosure procedure and the managing entity may only proceed by filing a judicial foreclosure action.

(3) Charges by Other Entities. The following entities may alter the charges to which the Purchaser may be subject: the Board of Directors, any applicable governmental entities including, without limitation, the county tax assessor, DVD as the assignee of WORLDCO's assessment rights for shared facilities pursuant to the terms of the Master Declaration, any External Exchange Company, DVCMC, WORLDCO and BVTC. The owners of the Commercial Units and surrounding commercial areas may also increase or decrease the user fees for the use of any service or enterprise conducted on such Commercial Units or surrounding commercial areas.

c. Status of Title to Property Underlying the Bay Lake Tower Resort. Each Purchaser's Ownership Interest in a Unit shall be free and clear of all liens, encumbrances, defects, judgments and mortgages, except that each such Ownership Interest shall be subject to the following matters of title: the Condominium Documents; the Master Declaration; the Master Cotenancy Agreement; membership in the Club, which is an appurtenance to each Ownership Interest pursuant to the Declaration, the Membership Agreement and the Resort Agreement; any mortgage placed upon the Purchaser's Ownership Interest in connection with purchase-money or third-party financing; taxes and assessments for the year of purchase and subsequent years; and restrictions, reservations, conditions, limitations, and easements of record prior to purchase or imposed by governmental authorities having jurisdiction or control over the subject property. In addition, Ownership Interests shall be subject to the Ground Lease.

The right to reserve a timeshare period is subject to rules and regulations of the timeshare plan reservation system.

Please refer to the Multi-site Public Offering Statement for more details.

d. Restrictions Upon the Sale, Transfer, Conveyance or Leasing of Units or Ownership Interests.

The purchase of an Ownership Interest should be based upon its value as a vacation experience or for spending leisure time, and not considered for purposes of acquiring an appreciating investment or with an expectation that the Ownership Interest may be rented or resold.

Ownership Interests are offered for personal use and enjoyment only and should not be purchased by any prospective Purchaser for resale or as an investment opportunity or with any expectation of achieving rental income, capital appreciation, or any other financial return or valuable benefit, including any tax benefit. Owners

attempting to resell or rent their Ownership Interests would have to compete, at a substantial disadvantage, with DVD in the sale or rental of its Ownership Interests. The many restrictions upon the use of an Ownership Interest may adversely affect its marketability or rentability.

Each Owner, and each Owner's successor(s) in title, has an obligation and responsibility to pay assessments for as long as he or she owns an Ownership Interest in the Resort.

Ownership Interests should also not be purchased with any expectation that any Vacation Home located at the Bay Lake Tower Resort can be rented, or if it is rented, that any particular rental rate can be obtained for such rental. Owners should be aware that several resort hotels are in operation within and around the Bay Lake Tower Resort and the other DVC Resorts, including, but not limited to, hotels owned and/or operated by The TWDC Companies, and that DVD will also rent its Ownership Interests to the general public. Accordingly, any Owner who attempted to rent reserved Vacation Homes for his or her own account would compete with these resort hotels and DVD for renters without any assistance from The TWDC Companies, and would be at a substantial competitive disadvantage. Owners should not purchase an Ownership Interest based upon any expectation of deriving any rental or other revenue or profit therefrom.

The sale, lease or transfer of Ownership Interests is restricted and controlled.

No Owner may directly rent, exchange or otherwise use his or her Ownership Interest without making a prior reservation of an available Vacation Home at the Bay Lake Tower Resort on a first come, first served basis. DVD's approval of a rental by an Owner is not required after a reservation has been made in the renter's own name. However, Ownership Interests should not be purchased with any expectation that Vacation Homes may be reserved and rented to third parties. Any permitted sale between an Owner and a bona fide third party shall be deemed to contain a provision requiring that any sums due to the Association as assessments must be paid in full as a condition of closing of the sale. Any lease or rental agreement shall be deemed to contain a provision requiring that any sums due to the Association as assessments must be deducted from the gross rentals and paid directly to the Association. Resale of an Ownership Interest is also subject to a right of first refusal in favor of DVD as set forth in the Declaration and in the Purchase Agreement.

e. Pre-completion of Construction Closing. The purchase of an Ownership Interest may be closed prior to completion of construction of the Units, Vacation Homes, recreational facilities and other commonly used facilities contained in a phase of the Bay Lake Tower Resort, as permitted by applicable law.

Florida law permits a closing prior to the completion of construction in the event the Division of FloridaCondominiums, Timeshares and Mobile Homes approves an alternate assurance in lieu of completion of construction. In the event such an alternate assurance is approved and construction of such Units, Vacation Homes, recreational

facilities and other commonly used facilities is not completed in accordance with the purchase agreement, the Purchaser shall be entitled to all the rights and remedies set forth in the Purchaser's purchase agreement.

8. Exchange Program Opportunities. See the Multi-site Public Offering Statement Text for details regarding exchange program opportunities.

SUMMARY OF DOCUMENTS NOT DELIVERED TO PURCHASERS

Unless otherwise defined herein, the terms which are used in this document are intended to have the same meanings as are set forth in the Public Offering Statement text. Below is a list of documents (and their descriptions) for Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, (the **"Bay LakeTower Resort"**) that Disney Vacation Development, Inc., a Florida corporation (**"DVD"**), is required to file with the Division of Florida Land Sales, Condominiums, and Mobile Homes, but is not required to deliver to the purchasers of Ownership Interests in the Bay Lake Tower Resort. Copies of the following documents are available upon request at no cost to Purchasers.

1. Memorandum of Ground Lease. The Memorandum of Ground Lease is the document that summarizes the provisions of the Ground Lease for the Bay Lake Tower Resort between WALT DISNEY WORLD CO. , a Florida corporation qualified to do business in Florida (**"WORLDCO"**), as lessor, and DISNEY VACATION DEVELOPMENT, INC., a Florida corporation (**"DVD"**), as lessee (the **"Ground Lease"**). The Ground Lease provides that DVD will lease the property that is declared as part of the Bay Lake Tower Resort from WORLDCO until January 31, 2060, at which time the property reverts back to WORLDCO and the Bay Lake Tower Resort will terminate.

2. Property Management Agreement. The Property Management Agreement is a three (3) year automatically renewable agreement between Bay LakeTower at Disney's Contemporary Resort Condominium Association, Inc. (the **"Association"**) and Disney Vacation Club Management Corp. (**"DVCMC"**) pursuant to which the Association delegates its management, maintenance and operational duties (which may properly be delegated under Florida law) to DVCMC in consideration for the payment of a management fee. The services to be provided by DVCMC include: hiring, paying and supervising maintenance personnel; arranging for the maintenance and repair of the Bay Lake Tower Resort property; enforcing compliance with all laws, rules and regulations, and the Bay Lake Tower Resort documents; purchasing equipment and supplies necessary to properly maintain and operate the Bay Lake Tower Resort; ensuring that all insurance required by the Bay Lake Tower Resort documents is obtained and kept in full force and effect; maintaining the Association's financial record books, accounts and other records in accordance with the Bylaws and Florida law; collecting all maintenance assessments; providing all required annual financial reports to Owners; and arranging for an annual independent audit.

3. Survey, Floor and Plot Plans. The survey, floor and plot plans for the Bay Lake Tower Resort are graphic descriptions of the property and improvements of the Bay Lake Tower Resort which, together with the Declaration, are in sufficient detail to identify Common Elements and each Unit and their relative locations and approximate dimensions.

4. Purchaser Deposit Escrow Agreement. The Purchaser Deposit Escrow Agreement for the Bay Lake Tower Resort (the **"Purchaser Deposit Escrow Agreement"**) is an agreement, required under Florida law, pursuant to which DVD has agreed to deposit all funds collected from Purchasers into an escrow account, maintained by an independent escrow agent. The funds contained in the escrow account cannot be released to either DVD or the Purchaser unless one of the following has occurred: (i) the Purchaser's rescission period has expired and the purchase and sale of the Ownership Interest has closed; (ii) the Purchaser or DVD has defaulted under the Purchase Agreement; (iii) the Purchaser has validly exercised his or her cancellation rights; or (iv) DVD has provided for an alternate assurance arrangement acceptable under Florida law.

5. Bay Lake Tower Resort Ad Valorem Tax Escrow Agreement. The Ad Valorem Tax Escrow Agreement for the Bay Lake Tower Resort (the **"Ad Valorem Tax Escrow Agreement"**) is an agreement, required under Florida law, pursuant to which the Association has agreed to deposit all funds collected from Owners for the payment of ad valorem taxes on their Ownership Interests into an escrow account, maintained by an independent escrow agent. In accordance with Florida law, the escrow agent may only pay principal from the escrow account to the county tax collector and interest from the escrow account to the Association for the benefit of the Owners after all ad valorem taxes due and owing for the Bay Lake Tower Resort have been paid. The Ad Valorem Tax Escrow Agreement will be terminated in accordance with Florida law after control of the Association has been turned over to Owners other that DVD, unless terminated sooner in accordance with its terms.

6. Letter of Escrow Agent. The independent escrow agent pursuant to the Purchaser Deposit Escrow Agreement and the Ad Valorem Tax Escrow Agreement is Baker & Hostetler LLP, Counselors at Law, with offices located in Orlando, Florida.

7 Percentage Interest in the Common Elements. The Percentage Interest in the Common Elements exhibit to the Declaration describes the share of Common Expenses and Common Surplus, and the undivided interest in the Common Elements that is appurtenant to each Unit and Ownership Interest in the Bay Lake Tower Resort.

8. Home Resort Rules and Regulations. Purchasers will receive a copy of this document as part of the Multi-site Public Offering Statement.

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Rec Fee: $800.50 Doc Type: CONR
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: DISNEY VACATION CLUB COMP

This instrument prepared by and return to:

John McGowan, Esquire
c/o Compliance Department
Disney Vacation Development, Inc.
200 Celebration Place Celebration, FL 34747
(407) 566-3000

DECLARATION OF CONDOMINIUM OF BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT A LEASEHOLD CONDOMINIUM

PREAMBLE

DISNEY VACATION DEVELOPMENT, INC., a Florida corporation, whose address is 200 Celebration Place, Celebration, Florida 34747, the lessee of those certain lands located in Orange County, Florida, and more particularly described in this Declaration of Condominium of Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, and in its exhibits, does this 2nd day of July 2008, submit its interest described in Article 2.2 below, together with the improvements on such property, to the condominium form of ownership in accordance with the provisions of Chapter 718 (as defined below) and the following provisions:

1. **DEFINITIONS.** The terms used in this Declaration and in its exhibits are defined in accordance with the provisions of Chapter 718 (as defined below), Chapter 721 (as defined below) and as follows unless the context otherwise requires:

1.1 Ad Valorem Real Estate Taxes means those real property taxes and special assessments assessed against the Units and their respective undivided interests in the Common Elements by a political subdivision of the State of Florida, including, without limitation, Orange County, Florida and Reedy Creek Improvement District, respectively. The Association will serve as the agent of the Owners of Units committed to the Vacation Ownership Plan for the purpose of collection of Ad Valorem Real Estate Taxes as provided in Section 192.037, Florida Statutes.

1.2 Articles of Incorporation means the Articles of Incorporation of the Association, as they may be amended from time to time. A copy of the initial Articles of Incorporation is attached as Exhibit "B" and incorporated in this Declaration by reference.

1.3 Association means BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, and its successors, which is responsible for the operation of the Condominium. If the Property Management Agreement terminates for any reason, the name of the Association will, at the option of DVD or DVCMC and without any action to be taken by the Board, simultaneously and automatically be changed to THE BAY LAKE CLUB CONDOMINIUM ASSOCIATION, INC. If the name "THE BAY LAKE CLUB CONDOMINIUM ASSOCIATION, INC." is unavailable for use by the Association, the Board will be empowered to select an alternative name for the Association; provided, however, that prior to the use of any name to identify the Association, such name will be submitted to Worldco for its consent. Worldco may consent or withhold its consent to the use of such name in its sole, absolute and unfettered discretion and, if given, the consent will be set forth in writing.

1.4 Association Property means all real and personal property owned by the Association. All personal property related to the Home Resort Reservation Component and the DVC Reservation Component made available to the Condominium, including all computer hardware and software and intellectual property, is not Association Property and is and always will be the personal property of the owner of such property.

1.5 BVTC means Buena Vista Trading Company, a Florida corporation, its successors and assigns. BVTC is an exchange company registered under Chapter 721.

1.6 Board means the board of directors of the Association, as it is constituted from time to time.

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State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of the document as reflected in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER
By: Deputy Comptroller
Dated: Sept 9, 2008

COUNTY COMPTROLLER SEAL ORANGE COUNTY, FLORIDA

1.7 Bylaws means the Bylaws of the Association, as they are amended from time to time. A copy of the initial Bylaws is attached as Exhibit "C" and incorporated in this Declaration by reference.

1.8 Chapter 718 means the provisions of the Condominium Act, Chapter 718, Florida Statutes, as the same is constituted on the date of the recording of this Declaration, except when specifically noted otherwise. Any reference to a provision or specific article, section, paragraph, sub-article, sub-section, or sub-paragraph of Chapter 718 shall be a reference to the same as it is constituted on the date of the recording of this Declaration in the Public Records of Orange County, Florida.

1.9 Chapter 721 means the provisions of Chapter 721, Florida Statutes, as the same is constituted on the date of the recording of this Declaration, except when specifically noted otherwise. Any reference to a provision or specific article, section, paragraph, sub-article, sub-section, or sub-paragraph of Chapter 721 shall be a reference to the same as it is constituted on the date of the recording of this Declaration in the Public Records of Orange County, Florida.

1.10 Club or Disney Vacation Club means the Disney Vacation Club. The Club is not a legal entity or association of any kind, but rather is a service name for the services and benefits appurtenant to and the restrictions imposed on the use and enjoyment of Ownership Interests. These services presently include, among other things, the operation of a central reservation system consisting of the Home Resort Reservation Component and the DVC Reservation Component.

1.11 Commercial Unit means a Unit together with an undivided share in the Common Elements, as set forth in Exhibit "D" attached to this Declaration, intended and designed for the conduct of a business enterprise to serve its Owner, the Owner's lessees, guests, invitees, licensees and such other persons who may lawfully be entitled to come on the Condominium Property and refers to all of the Commercial Units set forth in Exhibit "A". Unless the context requires otherwise and except with respect to the Vacation Ownership Plan and the Club, all references to "Unit" include the Commercial Units.

1.12 Commercial Unit LCE means the those Limited Common Elements, if any, identified in the survey materials attached as part of Exhibit "A" or in survey materials attached as part of any amendment to this Declaration adding a phase to the Condominium in accordance with Article 18, and labeled as Commercial Unit LCEs. Commercial Unit LCEs are governed as Limited Common Elements and all references to "Limited Common Elements" include Commercial Unit LCEs, except where specifically noted otherwise and except with respect to the Vacation Ownership Plan and Club, and in accordance with Article 22.

1.13 Common Elements include:

1.13.1 All of those items defined in Chapter 718 as Common Elements and those items declared in this Declaration to be included within the Common Elements.

1.13.2 All Association Property.

1.13.3 All canals, lakes and waterways located within the Condominium Property.

1.13.4 DVD's interest in the Ground Lease for that portion of the property described in the Ground Lease that is declared as part of this Condominium. The Association will assume the obligations of DVD under the Ground Lease to the extent of that portion of the property described in the Ground Lease that is declared as part of the Condominium.

1.13.5 Membership in the Disney Vacation Club pursuant to the terms and conditions set forth in the Condominium Documents. Notwithstanding anything to the contrary set forth in this Declaration, none of the Condominium Documents may be amended or terminated except in accordance with terms and conditions of each such document

1.14 Common Expenses shall include (i) expenses declared Common Expenses by the provisions of the Declaration, the Condominium Documents, Chapter 721 or Chapter 718 for the operation, maintenance, repair, replacement, or protection of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association, (ii) any past due and uncollected ad valorem taxes assessed against the Condominium pursuant to Section 192.037, Florida Statutes, (iii) any expenses incurred by the Association in the performance of its duties, and (iv) any other expense, whether or not included in the foregoing, designated as Common Expense by Chapter 721, Chapter 718, or the Condominium Documents.

1.15 Common Surplus means any excess of all receipts of the Association over the amount of Common Expenses.

1.16 Condominium means Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium.

1.17 Condominium Documents means this Declaration together with all exhibits attached to this Declaration and all other documents expressly incorporated in this Declaration by reference, as the same may be amended from time to time.

1.18 Condominium Parcel means a Unit together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Unit as set forth in Exhibit "D", and together with all other appurtenances to the Unit including membership in the Disney Vacation Club, which is an appurtenance to each Ownership Interest in accordance with the terms of this Declaration, the Membership Agreement, and the DVC Resort Agreement.

1.19 Condominium Property means the lands, leaseholds, easements and personal property that are subjected to the condominium form of ownership from time to time as part of the Condominium, whether or not contiguous, and all improvements located on such property and all easements and rights appurtenant to such property and intended for use in connection with this Condominium.

1.20 Condominium Rules and Regulations means the rules and regulations concerning the use of Condominium Property as may be promulgated and amended from time to time by the Board in the manner provided by the Bylaws. A copy of the initial Condominium Rules and Regulations is attached as Exhibit "E" and incorporated in this Declaration by reference.

1.21 Cotenant means the owner of an Ownership Interest and includes all other Cotenants who own Ownership Interests in that Unit as tenants in common.

1.22 Declaration means this Declaration of Condominium of Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, as it may lawfully be amended from time to time pursuant to the provisions of this Declaration.

1.23 DVCMC means Disney Vacation Club Management Corp., a Florida corporation, its successors and assigns.

1.24 DVC Reservation Component means the exchange component of the Club central reservation system through which accommodations in any DVC Resort may be reserved using DVC Vacation Points pursuant to priorities, restrictions and limitations established by BVTC from time to time.

1.25 DVC Resort means each resort, including the Condominium, which is entitled to access and use the DVC Reservation Component and other applicable Club services and benefits provided by BVTC by virtue of and pursuant to the terms and conditions of a DVC Resort Agreement.

1.26 DVC Resort Agreement means the agreement pursuant to which a resort becomes and remains a DVC Resort in accordance with the terms and conditions of such agreement. A copy of the Condominium's initial DVC Resort Agreement is attached as Exhibit "H" and incorporated in this Declaration by reference.

1.27 DVC Vacation Points means Vacation Points utilized by a Club Member to make a reservation through the DVC Reservation Component at a DVC Resort.

1.28 DVD means Disney Vacation Development, Inc., a Florida corporation, its successors and assigns. No party other than DVD shall exercise the rights and privileges reserved in this Declaration to DVD unless such party receives and records in the official records of Orange County, Florida, a written assignment from DVD of all or a portion of such rights and privileges.

1.29 Ground Lease means that certain Ground and Improvements Lease by and between Worldco as lessor and DVD effective the 1st day of September 2007, a short form of which is described in that certain Memorandum of Ground Lease effective the 2nd day of July 2008, and recorded in Official Records Book 9755, Page 2269 of the Public Records of Orange County, Florida. A copy of the Memorandum of Ground Lease is attached as Exhibit "I" and incorporated in this Declaration by reference.

1.30 Home Resort means any DVC Resort in which an owner owns an Ownership Interest which is symbolized by Home Resort Vacation Points.

1.31 Home Resort Priority Period means the period of time at each DVC Resort during which only owners having an Ownership Interest at that DVC Resort are entitled to request a reservation for the accommodations at that DVC Resort through that DVC Resort's Home Resort Reservation Component.

1.32 Home Resort Reservation Component means the component of the Club central reservation system through which Vacation Homes may be reserved using Home Resort Vacation Points pursuant to the priorities, restrictions and limitations of the Vacation Ownership Plan and as set forth in this Declaration and the Membership Agreement.

1.33 Home Resort Vacation Points means Vacation Points symbolizing an Ownership Interest at a Home Resort and which Vacation Points may be utilized to reserve accommodations at that Home Resort where that Ownership Interest is held.

1.34 Limited Common Elements means those Common Elements reserved for the use of a certain Unit or Units to the exclusion of other Units. Those physical areas designated as Limited Common Elements are shown and located on the attached Exhibit "A" or to subsequent phase amendments to this Declaration. In addition, Limited Common Elements include all furnishings and other personal property contained within each Unit committed to the Vacation Ownership Plan that are not the property of individual Owners. The Board has the right, in its sole, absolute and unfettered discretion and without the approval of the Owners, to maintain, repair, alter, rearrange, improve, and replace any or all furnishings and other personal property contained within each Unit committed to the Vacation Ownership Plan that are not the property of individual Owners from time to time. The Commercial Unit LCEs are Limited Common Elements and are also governed by Article 22. Unless the context otherwise requires and except with respect to the Vacation Ownership Plan and the Club and in accordance with Article 22, all references to "Limited Common Elements" include Commercial Units LCEs.

1.35 Management Company means DVCMC or any entity engaged to manage the Condominium.

1.36 Master Declaration means the Master Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 9755, Page 2234, Public Records of Orange County, Florida.

1.37 Master Declaration Property means the lands, leaseholds, easements and all improvements on such property that are subject to Master Declaration from time to time, whether or not contiguous.

1.38 Membership Agreement means the Disney Vacation Club Membership Agreement for Bay Lake Tower at Disney's Contemporary Resort, as amended from time to time. The Membership Agreement provides for the operation of the Vacation Ownership Plan and the Home Resort Reservation Component. A copy of the initial Membership Agreement is attached as Exhibit "G" and incorporated in this Declaration by reference.

1.39 Mortgagee means DVD (and any successor in interest to DVD as to a purchase-money mortgage), the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any trust, savings and loan association, credit union, mortgage company, bank, insurance company, or other commercial loan company, to the extent that any of the same hold a first mortgage encumbering any Unit or any Ownership Interest.

1.40 Owner means the owner of a Unit. Unless the context requires otherwise, the term Owner includes Cotenants but does not include owners of Ownership Interests at DVC Resorts other than the Condominium.

1.41 Ownership Interest means the property interest in a DVC Resort. In the case of the Condominium, an Ownership Interest is an undivided percentage interest in a Unit and in the Unit's undivided interest in the Common Elements and Common Surplus.

1.42 Property Management Agreement means the agreement between the Association and any Management Company pursuant to which the Association assigns its responsibilities and duties relating to the management and operation of the Condominium to the Management Company.

1.43 The TWDC Companies means TWDC and all subsidiaries of TWDC, including, without limitation, DVD, DVCMC, WORLDCO and BVTC.

1.44 TWDC means The Walt Disney Company, a Delaware corporation, its successors and assigns.

1.45 Unit means a condominium unit as that term is defined in Chapter 718 and in Article 5 of this Declaration and refers to that portion of the Condominium Property which is subject to exclusive ownership by one or more persons. Unless the context requires otherwise and except with respect to the Vacation Ownership Plan and Club, all references to "Unit" include the Commercial Units.

1.46 Utility Services means electric power, water, steam, heat, fuel, gas, hot water, refuse water, fire alarm services, garbage and sewage disposal, telephone service, and cable television or other cable provided services, and all other public service and convenience facilities servicing the Condominium Property.

1.47 Vacation Home means and refers to those portions of a Unit designed and intended for separate use and occupancy.

1.48 Vacation Ownership Plan is the arrangement pursuant to Florida law, this Declaration and the Membership Agreement where an Owner receives an Ownership Interest under which the exclusive right of use, possession or occupancy of all Units in the Condominium circulates among the various Owners of Ownership Interests on a recurring basis during the term of the plan.

1.49 Vacation Point means the symbolic unit of measuring the respective rights of an owner of an Ownership Interest to enjoy the benefits of the Ownership Interest within the Club.

1.50 Voting Certificate means a document that designates one of the Cotenants in a Unit, when the Unit is owned by more than one Owner, as the authorized representative to vote on behalf of the Unit and to represent the Unit in all Association matters.

1.51 Voting Representative means the Owner or Cotenant (as designated in a Voting Certificate) who is authorized to vote on behalf of the Unit and to represent the Unit in all Association matters, except as may be limited by the provisions of a Voting Certificate where applicable.

1.52 Worldco means Walt Disney World Co., a Florida corporation, its successors or assigns, and the lessor under the Ground Lease.

2. NAME AND LEGAL DESCRIPTION.

2.1 Name. The name of this Condominium is BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT, A LEASEHOLD CONDOMINIUM. If the Property Management Agreement terminates for any reason, the name of this Condominium will, at the option of DVD or DVCMC and without requiring any action to be taken by the Board or the Association, simultaneously and automatically be changed to BAY LAKE CLUB, A LEASEHOLD CONDOMINIUM. If the name "BAY LAKE CLUB, A LEASEHOLD CONDOMINIUM" is unavailable for use by the Condominium, the Board is empowered to select an alternative name for the Condominium; provided, however, that prior to the use of any name to identify the Condominium, such name will be submitted to WORLDCO for its consent. Worldco may consent or withhold its consent to the use of such name in its sole, absolute and unfettered discretion and, if given, the consent must be in writing. If the name of the Condominium is changed and the name of the Association is changed, as set forth in Section 1.3 above, because of the termination of the Property Management Agreement, the Board and all Owners are prohibited from using the name "Disney" (or any other form thereof) in any manner whatsoever and are immediately required to:

2.1.1 Remove all signs containing the name "Disney" (or any other form thereof) from the Condominium Property and from any offsite location to the extent the sign refers to the Condominium;

2.1.2 Destroy all stationery, descriptive literature or printed or written matter bearing the name "Disney" other than books and records of the Association;

2.1.3 Cease and desist from using the name "Disney" (or any other form thereof) orally or in writing in referring to the Association or the Condominium;

2.1.4 Take immediate action to effect changes to the names of the Association and the documents of the Condominium reflecting the name "Disney" (or any other form thereof) to eliminate the use of such names in any manner; and Remove any architectural or landscaping features from the Condominium Property which contain the "Disney" name or any "Disney" caricature, fanciful character, logo or other trademarked symbol registered by any of The TWDC Companies, unless otherwise approved by Worldco. In this regard, the Association is responsible for repairing or replacing the structure or landscaping from which any such symbol has been removed so as to ensure that the structural integrity of such structure or landscaping is not jeopardized and that the appearance of the structure or landscaping remains consistent with the surrounding area.

The provisions of this Section 2.1 may be enforced by any remedy at law or equity, including mandatory or prohibitory injunctions, and by accepting a deed which incorporates this Declaration, each Owner acknowledges that in the event of non-performance of any of the above-described restrictions, remedies at law for The TWDC Companies, is deemed inadequate to enforce the terms of this Section 2.1.

2.2. Leasehold Interest and Legal Description. DVD is the lessee of that certain real property in Orange County, Florida, more particularly described in the Ground Lease. The Ground Lease will expire on January 31, 2060 unless sooner terminated in accordance with the terms of the Ground Lease. The Condominium automatically terminates upon the expiration or sooner termination of the Ground Lease, unless the Ground Lease and the Condominium are extended in accordance with the Ground Lease and this Declaration.

This Declaration is subject to the terms and conditions of the Ground Lease, and the provisions of the Ground Lease control and supersede any inconsistent provisions contained in this Declaration. This Declaration and the Ground Lease are subject to the terms, conditions and restrictions of the Master Declaration, which Master Declaration places additional restrictions on the Condominium Property. The provisions of the Master Declaration control and supersede any inconsistent provisions contained in this Declaration and in the Ground Lease and the terms of the Ground Lease control and supersede any inconsistent provisions contained in this Declaration; provided, however, that the provisions of the Master Declaration governing the Condominium Property may not be inconsistent with Chapter 721 or Chapter 718 (except to the extent permitted by Chapter 721).

The property that is submitted to the condominium form of ownership under this Declaration of Condominium consists of that portion of the land demised in the Ground Lease that is more particularly described as the first phase (Phase 1 and Phase 2) in Exhibit "A" attached and incorporated in this Declaration, together with those easements more specifically described in Article 4 or described on Exhibit "A." No other phases are being submitted to the condominium form of ownership at this time.

2.3. Vacation Ownership Plan.

A VACATION OWNERSHIP PLAN WILL BE CREATED WITH RESPECT TO UNITS IN THE CONDOMINIUM.

The degree, quantity, nature and extent of the Vacation Ownership Plan that will be created is defined and described in detail in this Declaration. This Condominium is also a DVC Resort as described in detail in this Declaration.

3. **EXHIBITS.** The Exhibits referred to in this Declaration include the following:

3.1 Exhibit "A". The legal description of the first phase of the Condominium, and a survey and plot plan of the land and improvements comprising the first phase of the Condominium, together with a graphic description of the Units, the Vacation Homes, easements, and recreational areas and facilities located in the first phase which, together with this Declaration, are of sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions located in the first phase of the Condominium. As set forth in Exhibit "A," each Unit is identified by a Unit number so that no Unit bears the same designation as any other Unit. All Commercial Units located in the first phase of the Condominium are so designated on the attached Exhibit "A".

3.2 Exhibit "B". The initial copy of the Articles of Incorporation of the Association.

3.3 Exhibit "C". The initial copy of the Bylaws of the Association.

3.4 Exhibit "D". Percentage Interest in the Common Elements.

3.5 Exhibit "E". The initial copy of the Condominium Rules and Regulations.

3.6 Exhibit "F". The initial copy of the Property Management Agreement.

3.7 Exhibit "G". The initial copy of the Disney Vacation Club Membership Agreement.

3.8 Exhibit "H". The initial copy of the DVC Resort Agreement.

3.9 Exhibit "I". The Memorandum of Ground Lease.

4. **EASEMENTS.** The following easements are expressly reserved or have been granted:

4.1 General Easements. Non-exclusive easements over, across and under the Condominium Property are expressly provided for, reserved, and granted, in favor of DVD and the Owners, and their respective lessees, successors, assignees, guests, exchangers and invitees, as follows:

4.1.1 Utility Easements Reserved by DVD. Easements in favor of DVD and its successors and assignees, are reserved over, across and under the Condominium Property as may be required for the construction or maintenance of Utility Services in order to adequately serve the Condominium, the Master Declaration Property, or any properties located adjacent to the Condominium or Master Declaration Property that are designated by DVD; including easements providing for such access rights as are necessary to utilize and service any lift station or utility transformer boxes located within the Condominium Property. Specific utility easements that exist on the Condominium Property are set forth in Exhibit "A". All cable television and telephone lines servicing the Condominium Property, including all trunk lines but excluding the portions of any lines that are contained within a Unit, are owned by DVD.

4.1.2 Encroachments. If any Unit encroaches on any of the Common Elements or on any other Unit, or if any Common Element encroaches on any Unit, then an easement exists to permit such encroachment so long as the encroachment exists.

4.1.3 Traffic.

4.1.3.1 Traffic Easements Reserved by DVD. A non-exclusive easement exists for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes; and for vehicular parking on such portions of the Common Elements as may from time to time be paved, intended, and designated for such purposes. Such easements are for the use and benefit of the Owners, the owners of interests in the Master Declaration Property, the owners of interests in properties located adjacent to the Condominium that are designated by DVD, and those claiming by, through or under such persons; provided, however, that nothing in this Declaration is to be construed to give or create in any person the right to park any vehicle on any portion of the Condominium Property except to the extent that the space may be specifically designated and assigned for parking purposes as determined by the Board and approved by DVD with respect to DVD's rights to park on the Condominium Property. Easements also exist for ingress and egress over streets, walks and other rights of way serving the Units as are necessary to provide for reasonable access to the public ways. In addition, an easement exists for ingress and egress over such streets, walks and other rights of way serving the Condominium as is necessary to provide for delivery and pickup services, fire protection, emergency services, United States mail carriers, police and other authorities of the law.

4.1.3.2 Access Easements Granted to DVD. Non-exclusive access easement agreements exist for vehicular and pedestrian ingress and egress to the Condominium Property over and across property situated adjacent to the Condominium Property, as more specifically set forth in that certain Non-Exclusive Access Easement Agreement as recorded in Official Records Book 9755, Page 2273 in the Public Records of Orange County, Florida.

4.2 Association Easements. Except as limited by this Article and by Section 718.111(10), Florida Statutes, the Board may grant, modify, or move easements from time to time over the Common Elements or association real property without obtaining the approval of the Owners; provided, however, that the Board does not have the power to grant easements over the Commercial Unit LCEs. Prior to the relocation, termination or modification of any easement or right granted to or reserved by DVD, the Board must receive the written approval of DVD. Further, the Board may not make any grant to or reservation in favor of DVD prior to receiving DVD's written approval. The Board also may enter into easements or licenses benefiting all or a portion of the Condominium Property or association real property, with all costs incurred in connection with such easements or licenses to be Common Expenses. For so long as DVD owns a Unit or an Ownership Interest in a Unit, such powers may only be exercised with the approval of DVD.

4.3 DVD's Easements. DVD reserves the following exclusive easements (except as specifically designated as non-exclusive) and rights to grant easements, without obtaining the approval of Owners:

4.3.1 Marketing, Sales and Rental. DVD reserves exclusive easement rights over and across the Condominium Property, including any Unit, Vacation Home or Common Element, for the purpose of marketing, sales, rentals,

and resales of Units and Ownership Interests in the Vacation Ownership Plan and in other DVC Resorts described in Article 12 of this Declaration, or other related hospitality, realty, or consumer products, and for the purpose of leasing Vacation Homes in Units that have not yet been declared as part of the Condominium. Such rights may include, but are not limited to, the right to establish models; conduct property tours; conduct sales presentations; conduct closings; and to erect, post, maintain, and relocate signs, notices, advertisements, and other promotional information on the Condominium Property. Lessees of DVD-owned Vacation Homes in non-declared Units have, for the term of their leases, the same easement rights over and across the Condominium Property and for the use of the recreational areas and facilities of the Condominium as are reserved for Owners.

4.3.2 Governmental Requirements. DVD, for so long as DVD holds an Ownership Interest in any Unit subject to this Declaration, reserves the right to grant such easements or enter into such development or conservation agreements, from time to time, as may be required by any government agency. Such easements or agreements specifically include any environmental easements or agreements required by state or federal environmental agencies, and such easements or agreements are binding on the Association and all Owners.

4.3.3 Recreational Areas and Commonly Used Facilities. DVD reserves the right to grant such easements, from time to time, to any other third party for the purpose of providing such parties with the same use rights over and across the Condominium Property and the recreational areas and commonly used facilities as those reserved for Owners.

4.3.4 DVD Easements. DVD reserves unto itself and grants to The TWDC Companies, their successors, assigns, lessees, guests, licensees and invitees, the same easement rights granted to Owners under this Declaration and specific easement rights over and across the Condominium Property as DVD or The TWDC Companies may deem necessary or desirable in their sole, absolute and unfettered discretion for their use from time to time, including, without limitation, easement rights to provide boat launches and concessions (including, without limitation, hairwrapping services, "penny press" machines, ATM machines, vending machines or operations, and newspaper machines) or other ventures profitable to DVD or The TWDC Companies.

4.3.5 Construction Easements. DVD reserves easement rights over, under and across the Condominium Property as is necessary, from time to time, for the purpose of constructing improvements located on portions of the Master Declaration Property that have not yet been, and may never be, declared to the Condominium. DVD also reserves exclusive easements over, under and across (a) the first phase of the Condominium Property pursuant to this Declaration, and (b) all future phases of the Condominium Property, to access, ingress, egress, excavate, construct and complete construction of any Units, Vacation Homes, recreational facilities or other commonly used facilities ("**Incomplete Improvements**") that have not been completed in the first phase prior to recordation of this Declaration or in any phase of the Condominium prior to the recording of the amendment to this Declaration submitting such phase to the Condominium Property, as the case may be. In accordance with Florida law, DVD reserves the right to close on the sale of Ownership Interests in Units within a given phase of the Condominium (including, without limitation, the first phase of the Condominium Property) prior to completion of construction of Incomplete Improvements located within that phase. As such, to the extent that there are Incomplete Improvements in (y) the first phase of the Condominium Property at the time of recordation of this Declaration or (z) any future phases at the time the amendment to this Declaration adding such phase to the Condominium Property is recorded, it is intended that the Units and Vacation Homes shall encompass the airspace delineated on Exhibit "A" to this Declaration (in the case of the first phase) or in Exhibit "A" to the amendments (in case of future phases) prior to completion of the Incomplete Improvements. DVD shall have the right, upon completion of construction of the Incomplete Improvements within a given phase, to unilaterally record an amendment to this Declaration substituting the previously recorded description of such phase with a survey showing the "as-built" location of all promised Incomplete Improvements within such phase, together with a certificate of surveyor attesting to the completion of construction as required by §718.104, Florida Statutes, at which time the easements set forth in this Section with respect to the given phase shall terminate. During construction and until a certificate of occupancy is obtained, Owners are not permitted and shall be prohibited from accessing any Units within any Phases of the Condominium Property containing Incomplete Improvements, except as specifically permitted by DVD and only in those areas designated by DVD.

4.4 Worldco's Easement. Pursuant to the Master Declaration, Worldco has reserved unto itself a non-exclusive easement over and across all Common Element access areas, recreational areas and commonly used facilities of the Condominium Property for the purpose of providing owners of interests in the Master Declaration Property and their guests, invitees and licensees, with the use of such Common Element access areas, recreational areas and commonly used facilities. In addition, as more specifically provided in the Master Declaration, Worldco has reserved unto itself easement rights over,

under and across all Common Elements for the purpose of constructing, maintaining and supporting a monorail, boat launch, and/or a street or other right-of-way servicing properties owned by Worldco or the TWDC Companies as part of the larger Walt Disney World® Resort transportation system. DVD, Worldco, and the TWDC Companies do not contemplate that any monorail constructed pursuant to such easement rights will stop within or otherwise service the Condominium Property. In the event the easement rights described in this Article 4.4 are exercised, it may result in noise or light levels in excess of that typically occurring in areas consisting solely of residential accommodations and may result in an obstruction of views. Nothing contained in this Declaration shall prohibit the exercise of such easement rights.

4.5 Utility Easements Granted to Reedy Creek Improvement District. Non-exclusive easements exist in favor of Reedy Creek Improvement District, the local municipal provider of certain utility services, for construction, inspection, replacement, operation, maintenance and repair of certain underground utilities, including, without limitation, electricity and potable water, as more specifically set forth in that certain Non-Exclusive Utility Easement Agreement as recorded in Official Records Book 9755, Page 2218, in the Public Records of Orange County, Florida.

4.6 Other Easements. Other easements may have been granted over the Condominium Property, including, without limitation, the easements contained in the Master Declaration and the easements, if any, identified on the survey contained in Exhibit "A" attached to this Declaration.

5. **UNITS.**

5.1 Description of Units, Vacation Homes and Commercial Units.

5.1.1 Units and Vacation Homes. Each Unit declared to the Condominium will consist of all or a portion of an improvement that lies within the boundaries of the Unit. The upper and lower boundaries and the perimeter boundaries of each Unit contained in the first phase of the Condominium are described in the attached Exhibit "A." The upper and lower boundaries and the perimeter boundaries of each Unit contained in any future phase of the Condominium must be described in the amendment to this Declaration adding such phase to the Condominium. As set forth in Exhibit "A" for the first phase of the Condominium and as will be set forth in each amendment to this Declaration adding a future phase to the Condominium, each Unit is or will be identified by a Unit number so that no Unit bears the same designation as any other Unit. For administrative convenience, each Vacation Home within each Unit is also or will also be identified by a number.

5.1.2 Commercial Units. Each Commercial Unit designated in Exhibit "A" to this Declaration or any phase amendment includes that area containing the Unit that lies within the boundaries as described in Exhibit "A" attached to this Declaration or any phase amendment.

5.2 Limited Common Elements. Those Common Elements reserved for the use of a certain Unit, to the exclusion of other Units, are designated as Limited Common Elements. Those physical areas designated as Limited Common Elements are shown and located on the attached Exhibit "A". As may be shown in the attached Exhibit "A" or in survey materials attached as exhibits to an amendment to this Declaration declaring a phase to the Condominium in accordance with Article 18, the Commercial Unit LCEs are Limited Common Elements of a specific Commercial Unit. The use and maintenance of the Commercial Unit LCEs and the allocation of costs associated with the Commercial Unit LCEs will be governed by Article 22.

5.3 Warranty Limitation. **EXCEPT FOR THOSE WARRANTIES REQUIRED BY SECTION 718.203, FLORIDA STATUTES, NONE OF THE TWDC COMPANIES, INCLUDING, BUT NOT LIMITED TO, DVD, MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH OF THE TWDC COMPANIES HEREBY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CONSTRUCTION OF THE UNITS AND THE COMMON ELEMENTS AND WITH RESPECT TO THE PERSONAL PROPERTY LOCATED WITHIN THE UNITS OR ON THE CONDOMINIUM PROPERTY, AND THE OWNERS ASSUME ALL RISK AND LIABILITY RESULTING FROM THE USE OF THIS PROPERTY.**

6. **APPURTENANCES.**

6.1 Appurtenant Interests. Each Unit and each Commercial Unit have as an appurtenance, that undivided share of the Common Elements and Common Surplus as more specifically described in the attached Exhibit "D" and by this reference incorporated in this Declaration. The Owner of each Unit is liable for that share of the Common Expenses which equals the

percentage interest in the Common Elements and Common Surplus appurtenant to the Owner's Unit. Each Unit shall also have those further appurtenances more specifically described in Chapter 718 and in Section 1.18 above.

6.2 Partition of Common Elements. The share of the undivided percentage interest in the Common Elements appurtenant to each Unit must remain undivided, and no Owner may bring, or have any right to bring, any action for partition or division of same.

6.3 Partition of Units or Vacation Homes. No action for partition of any Unit, any appurtenance to a Unit, or any Vacation Home may be brought.

6.4 Disney Vacation Club. Membership in the Disney Vacation Club, being a Common Element, is an appurtenance to each Ownership Interest, which is conveyed by virtue of the execution and delivery of a deed, in accordance with and subject to the terms of this Declaration, the Membership Agreement and the DVC Resort Agreement. Upon recording of the deed, the Club Member is automatically entitled to enjoy the services and benefits associated with membership in the Club. As an appurtenance, the Club membership, as it is comprised from time to time, may not be partitioned, hypothecated, bought, sold, exchanged, rented or otherwise transferred separately from each Ownership Interest.

The Club does not own any property or assets. Members of the Club do not acquire any legal or beneficial interest in The TWDC Companies or their assets, including the Club, and no right or interest in the property, contract rights or business of The TWDC Companies. Members of the Club will not be entitled to any share of income, gain or distribution by or of The TWDC Companies and will not acquire any voting rights with respect to The TWDC Companies.

The terms and conditions governing the use of the Home Resort Reservation Component, including rights to terminate the Membership Agreement and Owners' rights to access the Home Resort Reservation Component of the Club upon the termination of the Membership Agreement, are set forth in and governed by the Membership Agreement. An initial copy of the Membership Agreement is attached as Exhibit "G" and incorporated in this Declaration by this reference. The terms and conditions governing the use of the DVC Resort Component, including rights to terminate the DVC Resort Agreement and Owners' rights to access the DVC Resort Reservation Component upon termination of the DVC Resort Agreement, are set forth in and governed by the DVC Resort Agreement, an initial copy of which is attached as Exhibit "H" and incorporated in this Declaration by this reference.

Provided that an Owner complies with all restrictions on the transfer of an Ownership Interest, if any, the transferee of such Ownership Interest automatically becomes a member of the Club. Membership in the Club automatically terminates for a given Owner upon the occurrence of any of the following: (i) the Owner voluntarily or involuntarily transfers the Owner's Ownership Interest and owns no other Ownership Interest; (ii) the Owner no longer owns an Ownership Interest as a result of assessment lien or mortgage foreclosure proceedings; (iii) this Declaration terminates or the Unit in which the Owner owns an Ownership Interest is removed from the Condominium by virtue of a casualty or eminent domain action where the Unit is not reconstructed or replaced; or (iv) both the Membership Agreement and the DVC Resort Agreement terminate.

7. **MAINTENANCE, ALTERATION AND IMPROVEMENT.** Responsibility for the maintenance of the Condominium Property, and restrictions on its alteration and improvement, are as follows:

7.1 Units and Common Elements.

7.1.1 By the Association. Except as set forth in Paragraph 7.1.2 below, the Association is to maintain, repair and replace at the Association's expense:

7.1.1.1 The interior of each Unit and of each Vacation Home, except as otherwise provided in the Condominium Documents.

7.1.1.2 All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services.

7.1.1.3 All incidental damage caused to a Unit or a Vacation Home in a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of subparagraphs 7.1.1.1 and 7.1.1.2 above.

7.1.1.4 The Association has the responsibility to maintain, repair, renovate and replace all Common Elements and Limited Common Elements. Notwithstanding the maintenance and repair responsibilities of the Association set

forth in this Article, prior to the commencement of any construction, reconstruction, alteration, renovation, restoration, repair or replacement of any Common Element or Limited Common Element, or any portion of any Common Element or Limited Common Element, the Association must obtain the written approval of DVD, which approval DVD may grant or withhold in its sole, absolute and unfettered discretion. Pursuant to Section 721.13(8), Florida Statutes, the Board has the right, in its sole, absolute and unfettered discretion and without the approval of the Owners, to make material alterations or substantial additions to the Units, Common Elements, Limited Common Elements, and Association-owned real property, subject to the prior written approval of DVD, in its sole, absolute and unfettered discretion, for so long as DVD owns a Unit or Ownership Interest. Furthermore, the Board has the right, in its sole, absolute and unfettered discretion and without the approval of the Owners, to maintain, repair, alter, rearrange, improve, remove, or replace any or all personal property or furnishings that are part of the Condominium Property and are not the property of individual Owners from time to time, subject to the prior written approval of DVD, in its sole, absolute and unfettered discretion for so long as DVD owns a Unit or an Ownership Interest. In addition, the Board shall have the power, in its sole, absolute and unfettered discretion and without the approval of Owners, but subject to the prior written approval of DVD in its sole, absolute and unfettered discretion, for so long as DVD owns a Unit or an Ownership Interest, to lease the Common Elements and Limited Common Elements; to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities, including, without limitation, country clubs, golf courses, marinas, and other recreational facilities; and to acquire, convey, lease, or mortgage Association property. The Board shall have the power to charge a use fee against Owners for the use of Common Elements, Limited Common Elements or Association property, subject to the approval of the DVD in its sole, absolute and unfettered discretion, for so long as DVD owns a Unit or an Ownership Interest. Except as described in the preceding sentence, all costs associated with the foregoing shall be Common Expenses. The Master Declaration sets forth additional requirements relating to alterations and required approvals.

7.1.2 By the Owner. The responsibility of the Owner for maintenance, repair and replacement is as follows:

7.1.2.1 To not paint or otherwise decorate or change the appearance of any portion of the Condominium Property without the prior written approval of the Association.

7.1.2.2 To promptly report to the Association any defect or need for repairs for which the Association is responsible.

7.1.2.3 To bear in their entirety any expenses of repairs or replacements to the Condominium Property, including, a Unit, a Vacation Home in a Unit, or its components, furnishings, carpeting, appliances, or other property, real, personal or mixed, occasioned by the specific use or abuse by any Owner or any lessee, guest, exchanger, tenant, or invitee of said Owner. The Association shall have a lien on any such Owner's Unit or Ownership Interest for such expenses of repairs or replacements which is more fully described in, and shall be enforced pursuant to, Paragraph 8.3.2 below.

7.2 Property and Vacation Ownership Plan Management. As set forth in Article 9.8 below, the Association may enter into such management agreements, from time to time, as it deems necessary to engage the services of a management company to carry out all or any part of the maintenance or operational duties and obligations of the Association in accordance with this Declaration, including the operation of the Vacation Ownership Plan for the Condominium. In this regard, the Association has engaged DVCMC as the Management Company for the purposes of performing the duties and obligations contemplated for the Association under Chapter 718 and Chapter 721 and as set forth in the Property Management Agreement, an initial copy of which is attached as Exhibit "F" to this Declaration. If the Property Management Agreement is terminated, the maintenance duties and other obligations of the Condominium, as set forth in the Property Management Agreement, will be the responsibility of the Association. In addition, DVCMC has been engaged by the Association to operate the Vacation Ownership Plan for the Condominium as set forth in the Membership Agreement, an initial copy of which is attached as Exhibit "G" to this Declaration. If the Membership Agreement is terminated, the operation of the Vacation Ownership Plan for the Condominium will be the responsibility of the Association.

7.3 Association's Access to Units and Vacation Homes. The Association has the irrevocable right of access to each Unit and each Vacation Home whenever necessary for: (i) inspecting, maintaining, repairing, replacing or operating the Condominium Property; (ii) making emergency repairs necessary to prevent damage to the Common Elements or to any Unit or Vacation Home; and (iii) determining compliance with the provisions of the Condominium Documents.

7.4 Maintenance Period. Pursuant to the requirements of the Property Management Agreement, DVCMC, as the initial Management Company, has the obligation as the agent of the Association to maintain and repair each Vacation Home in

each Unit during those time periods made available to it for such purpose pursuant to the Vacation Ownership Plan as set forth in the Membership Agreement. If the Property Management Agreement is terminated for any reason, the Association will have the obligation to schedule all required maintenance within each Unit and Vacation Home as a priority over the use of such Units and Vacation Homes by the Owner(s) of such Units and Vacation Homes.

8. **ASSESSMENTS AND COMMON EXPENSES.**

8.1 Common Expenses. Owners are responsible for their share of the Common Expenses. Common Expenses include the following:

8.1.1 Expenses of administration and management of the Condominium Property, and of the Association, including compensation paid by the Association to managers, accountants, attorneys, or other employees or independent contractors.

8.1.2 Expenses of maintenance, operation, repair and replacement of the Common Elements, Limited Common Elements and Association Property, as determined by the Board from time to time, as well as all other costs and expenses properly incurred by the Association.

8.1.3 Expenses declared Common Expenses by the provisions of this Declaration, the Condominium Documents or Chapter 718.

8.1.4 Any valid charge or assessment against the Condominium Property as a whole.

8.1.5 All costs and expenses arising under the Master Declaration and assessed against the Condominium Property, Association Property or the Association, including such costs and expenses contemplated under Article 7 of the Master Declaration.

8.1.6 All costs and expenses incurred by the Association in connection with regulatory compliance.

8.1.7 All reserves for replacement and maintenance of the Condominium Property as required by Chapter 718.

8.1.8 Casualty, flood, liability and/or any other type of insurance on the Association Property, Common Elements and Limited Common Elements.

8.1.9 All costs and expenses assessed against the Association pursuant to the Ground Lease; provided, however, that neither the Association nor the Owners are liable for payment of any rent under the Ground Lease, all rent charged thereunder being payable by DVD to Worldco.

8.1.10 All costs and expenses relating to transportation to, from and around the WALT DISNEY WORLD® Resort for the use and benefit of the Owners, which may be charged to the Association by TWDC or any affiliate or subsidiary from time to time.

8.1.11 All costs and expenses associated with any master antenna television system, duly franchised cable television service, or satellite service obtained pursuant to a bulk contract by the Association or on behalf of the Association.

8.2 Additional Common Expenses. In addition to those items defined as Common Expenses above, Common Expenses for Units committed to the Vacation Ownership Plan include the following:

8.2.1 Repair and maintenance of the interior of a Unit for normal wear and tear;

8.2.2 Repair and replacement of furniture, fixtures, appliances, carpeting and deferred maintenance and replacement reserves for the same;

8.2.3 Insurance coverage relating to the interior of a Unit and any other insurance relating to the operation of the Vacation Ownership Plan, including business interruption or loss of use insurance if obtained by the Board;

8.2.4 Utility Services for the Units;

8.2.5 All costs relating to the operation of the Club that are allocated to the Condominium;

8.2.6 Any other expenses incurred in the normal operation and maintenance of the Units which cannot be attributed to a particular Owner;

8.2.7 Expenses declared Common Expenses of the Vacation Ownership Plan by Chapter 721;

8.2.8 Uncollected Ad Valorem Real Estate Taxes assessed against each Unit committed to the Vacation Ownership Plan so long as Section 192.037, Florida Statutes, or its successor, prohibits the county tax collector from collecting less than the entire amount of Ad Valorem Real Estate Taxes assessed against the vacation ownership development from the managing entity; and

8.2.9 All reserves for replacement and maintenance of the Condominium Property as required by Chapter 718.

8.3 Assessments. The mailing and collection of assessments against each Owner for Common Expenses, for the costs or expenses for which an individual Owner may be solely responsible pursuant to the terms of the Condominium Documents, and for reserves as may from time to time be established by the Association, are, pursuant to the Bylaws of the Association, subject to the following provisions:

8.3.1 Interest; Late Charges; Application of Payments. Assessments and installments on such assessments paid on or before fifteen (15) days after the date when due will not bear interest, but all sums not paid on or before fifteen (15) days after the date when due will bear interest at the highest rate permitted by Florida law from the date when due until paid. In addition to such interest, the Association may charge an administrative late charge on delinquent accounts in an amount equal to the highest amount permitted under Florida law. If any payments by check or electronic direct debit are returned by the payor's bank or other depository institution, to the extent permitted by applicable law, the Association may charge a $25.00 non-sufficient funds fee. The Association is further authorized to utilize the services of a collection agency for collection of delinquent accounts and to charge and impose a lien against the delinquent Owner for such costs in accordance with Chapter 718 and Chapter 721. All payments on accounts will be first applied to interest that has accrued, then to any late charges, then to any costs and reasonable attorneys' fees incurred in collection (including any incurred in bankruptcy and probate proceedings), and then to the assessment payment first due. The Board has the discretion to increase or decrease the amount of the administrative late fee or interest rate within the limits imposed by law; provided, however, that such increase or decrease will be made effective by amending the Condominium Rules and Regulations and notifying the Owners of same by regular mail addressed to each Owner at the last known address of each Owner as set forth in the Association's books and records. Notwithstanding any provision of this Section 8.3 to the contrary, the Association has the right to waive any interest or late fees that accrue as a result of delinquent payment.

8.3.2 Lien for Assessments. The Association has a lien against each Unit or Ownership Interest, as applicable, for any unpaid assessments, or expenses incurred pursuant to Subparagraph 7.1.2.3 above (**"Repair Expenses"**), and for interest and late charges accruing on such unpaid assessments or Repair Expenses, which lien also secures reasonable attorneys' fees and costs incurred by the Association incident to the collection of such assessment or Repair Expenses or enforcement of such lien, whether or not legal proceedings are initiated and including those incurred in all bankruptcy and probate proceedings, and all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens, or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The lien is effective from and after recording a claim of lien in the Public Records of Orange County, Florida, stating the legal description of the Unit or Ownership Interest, as applicable, the name of the Owner of record, the amount claimed to be due and the due dates. The lien is to continue in effect until all sums secured by the lien have been fully paid or until such time as is otherwise permitted by law. Such claims of lien must be signed and verified by an officer of the Association, or by an authorized agent of the Association. Upon full payment, the party making payment is entitled to a recordable satisfaction of lien, to be prepared by and recorded at such party's expense. All such liens are subordinate to any mortgage recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property, or as otherwise provided by applicable law. The Association may also sue to recover a money judgment for unpaid assessments or Repair Expenses without waiving any claim of lien.

8.3.2.1 Mortgagee Liability. If a Mortgagee (or its successors or assigns) obtains title to a Unit or an Ownership Interest as a result of the foreclosure of its first mortgage, or if such Mortgagee obtains title to a Unit or an

Ownership Interest as the result of a conveyance in lieu of foreclosure of such first mortgage, the Mortgagee shall be exempt from liability for the Common Expenses or assessments chargeable to the Unit or Ownership Interest in the Unit, or the Owner of such Unit or Ownership Interest, which became due prior to the acquisition of title by such Mortgagee. Any such unpaid Common Expenses, or assessments shall be deemed a Common Expense to be paid in the same manner as other Common Expenses by all of the Owners.

8.3.2.2 Rights of Association. Nothing contained in this Declaration is to be construed as a modification of any rights or remedies of the Association related to assessments pursuant to Chapter 718 or Chapter 721, except to the extent that the Condominium Documents allow additional remedies to those expressly set forth in Chapter 718 or Chapter 721 and to the extent that such additional remedies are permitted by said statutes.

8.3.3 Personal Liability for Unpaid Assessments. Each Owner is personally liable for all assessments made against the Unit pursuant to this Declaration and Chapter 718, and the Association may bring an action for a money judgment against a delinquent Owner to collect all sums due the Association, including interest, late charges, costs and reasonable attorneys' fees. If a Unit is owned by more than one person or entity such owners are jointly and severally liable for all assessments made against the Unit. The Association may deny the use of a Vacation Home to any Owner who is delinquent in the payment of any assessments or ad valorem real estate taxes in accordance with Chapter 721.

8.3.4 Payments of Assessments. No Owner may withhold payment of any regular or special assessment or any portion of any regular or special assessment because of any dispute which may exist between that Owner and another Owner, the Association, the Board, the Management Company or DVD or among any of them, but rather each Owner must pay all assessments when due pending resolution of any dispute.

8.3.5 Partial Redemption. If the Association places a lien against an entire Unit for all or a portion of unpaid assessments for that Unit, the Association may, in its sole, absolute and unfettered discretion, accept a partial payment from a Cotenant in that Unit, which partial payment is deemed to remove the lien as to that Cotenant's Ownership Interest in that Unit. The Association's acceptance of a partial payment does not preclude the Association from enforcing the remaining portion of the lien against the Unit nor does it preclude the Association from making a special assessment to cover all other unpaid assessments for the Unit.

8.4 Common Surplus. Each Owner owns a share of the Common Surplus attributable to each Unit owned in accordance with Exhibit "D" attached.

8.5 Refunds of Common Surplus. If the Association refunds all or a portion of any Common Surplus to the Owners for any fiscal year in which DVD paid any assessment, such refund will be prorated as of the date of closing of any sale of a Unit or Ownership Interest upon which the sale was closed by DVD during such year, and the prorated amount allocable to the period of time of DVD's ownership will be refunded directly to DVD by the Association. Except as to the DVD, on transfer of a Unit or an Ownership Interest, the transferor shall not be entitled to any Common Surplus existing at the time of the transfer, which shall remain with the Association.

8.6 Certificate. Any Owner may require from the Association a certificate showing the amount of unpaid assessments against the Owner or the Owner's Unit or Ownership Interest. The holder of a mortgage or other lien has the same right as to any interest on which it has a lien. Any person who relies on such certificate is protected by such reliance.

8.7 Fines. For each violation of any of the Condominium Documents, the Board may levy against the offending member a sum of up to one hundred dollars ($100.00) per violation or such higher amount as may be then allowed by applicable law. This remedy is in addition to and not in lieu of the remedies provided in the Condominium Documents or applicable law. A member against whom a fine is sought to be levied will be afforded an opportunity for hearing if and to the extent required by Florida law.

8.8 DVD Guarantee. Pursuant to Chapter 718 and Chapter 721, DVD has the option, in its sole, absolute and unfettered discretion, to guarantee to each Owner in the Condominium, on a yearly basis, the Common Expenses, exclusive of Ad Valorem Real Estate Taxes. If, in a particular year, DVD elects to implement this guarantee, then such guarantee will be disclosed on the budget for the applicable year. In consideration of this guarantee, DVD shall be excused from the payment of its share of the Common Expenses which otherwise would have been assessed against its unsold interests in the Condominium during the term of the guarantee. As a consequence of this exemption, DVD shall pay any difference between actual expense and assessments collected from all Owners and income from other sources. DVD will pay such expense as needed to meet the

expenses of the Association as the expenses are incurred each year while the guarantee is in effect. For the purpose of calculating DVD's obligation under a guarantee by DVD pursuant to this Section, amounts expended for any insurance coverage required by law or by the Condominium Documents and depreciation expense related to real property shall be excluded from Common Expenses incurred during the guarantee period, except that for real property that is used for the production of fees, revenue or other income, depreciation expense shall be excluded only to the extent they exceed the net income from the production of such fees, revenues or other income. Notwithstanding any guarantee by DVD, any Common Expenses incurred during the guarantee period resulting from a natural disaster or an act of God, which are not covered by insurance proceeds from the insurance maintained by the Association, will be assessed against all Owners owning Ownership Interests on the date of such natural disaster or act of God, including DVD; provided that during any period of time DVD controls the Association pursuant to Section 718.301, Florida Statutes, the Association maintains all insurance coverages required by Section 721.165, Florida Statutes. DVD reserves the right, but not the obligation, in its sole, absolute and unfettered discretion, to extend and increase this guarantee for one or more periods of one year each after the expiration of the initial guarantee period, as permitted by Florida law.

9. **THE ASSOCIATION.** The Association is responsible for the operation of the Condominium and must fulfill its functions pursuant to the following provisions:

9.1 Membership in Association. Each Owner becomes a member of the Association pursuant to the provisions of the Articles of Incorporation and Bylaws. Each Unit has one (1) vote in the Association. The vote of the Unit must be cast by its Voting Representative. Where a Unit is owned by more than one Owner, the Cotenants must file a Voting Certificate with the Association, in accordance with the Articles of Incorporation and Bylaws, setting forth which Cotenant is designated as the Voting Representative for that Unit. Commercial Units do not have any votes in the Association.

9.2 Articles of Incorporation. A copy of the initial Articles of Incorporation is attached as Exhibit "B" and incorporated in this Declaration by reference.

9.3 Bylaws. A copy of the initial Bylaws is attached as Exhibit "C" and incorporated in this Declaration by reference.

9.4 Limitation On Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association is not liable to Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

9.5 Association Powers On Merger; Operation of Other Condominiums. If this Condominium is merged, pursuant to Chapter 718 and Article 19 of this Declaration, with another independent and separate condominium to form a single condominium, the Association is expressly empowered to manage and operate the resulting single condominium as provided for in Chapter 718 and this Declaration. The Association is also specifically empowered to manage, operate and maintain any other separate and independent condominiums that the Board elects to manage, operate and maintain from time to time in accordance with Chapter 718, this Declaration and the declaration of condominium of such other separate and independent condominium.

9.6 Restraint on Assignment of Shares and Assets. Each Owner's share in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's Unit or Ownership Interest.

9.7 Transfer of Control of Association. Owners other than DVD are entitled to elect members of the Board at such times as are prescribed by Section 718.301, Florida Statutes. Notwithstanding the transfer of control requirements prescribed by Section 718.301, Florida Statutes, DVD is entitled, in its sole, absolute and unfettered discretion, to perpetuate or retain control of the Association if permitted to do so pursuant to Florida law, as it may be amended from time to time.

9.8 Property Management Agreement. The Association, on behalf of the Owners, is authorized to contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by Florida law or the Condominium Documents to have approval of the Board or members of the Association. A copy of the initial agreement for the management of the Association with the Management Company is attached as Exhibit "F". Notwithstanding any provisions contained in this Declaration to the contrary, it is the intent of this Declaration that the Board does not have the power to independently terminate the Property Management Agreement except as set forth in

the Property Management Agreement. The Property Management Agreement may only be terminated in accordance with it own terms or by the vote of the Owners in accordance with Florida law.

9.9 Vacation Ownership Plan. The Association, on behalf of the Owners, is authorized to contract for the operation of the Vacation Ownership Plan and to delegate to such contractor all powers and duties of the Association in this regard. A copy of the initial agreement for the operation of the Vacation Ownership Plan with DVCMC is attached as Exhibit "G". Notwithstanding any provisions contained in this Declaration to the contrary, it is the intent of this Declaration that the Board does not have the power to independently terminate the Membership Agreement except as set forth in the Membership Agreement. The Membership Agreement may only be terminated in accordance with it own terms.

9.10 Possession and Use of Vacation Homes. The Association, on behalf of the Owners, is authorized to arrange for the assignment of the possession and use of Vacation Homes by owners from other resorts, including other DVC Resorts, and the possession and use of accommodations at other resorts by Owners. In this regard and with respect to the DVC Reservation Component, the Association has entered into the DVC Resort Agreement for the Condominium, an initial copy of which is attached as Exhibit "H." Notwithstanding any provisions contained in this Declaration to the contrary, it is the intent of this Declaration that the Board does not have the power to independently terminate the DVC Resort Agreement except as set forth in the DVC Resort Agreement. The DVC Resort Agreement may only be terminated in accordance with its own terms.

9.11 Board's Authority Respecting DVD Easements and Rights. The Board does not have the authority to grant, modify, terminate or move any easement or right granted to or reserved by DVD, with respect to this Declaration or the Condominium Property, without the prior approval of DVD.

9.12 Title to Property. The Association has the power to acquire title to and hold, convey or mortgage non-Condominium Property and Condominium Property, including Association Property and Common Elements; provided, however, that the Association first obtains approval of a majority of the total voting interests and written approval of DVD. The Board has the authority to (a) lease (or obtain easements to) non-Condominium Property for the Association as lessee (or grantee), and (b) lease (or grant easements to) Condominium Property, including Association Property and Common Elements, for the Association as lessor (or grantor), without first obtaining approval of the Owners; provided, however, that the Board may only exercise such power when it is in the best interests of the Owners and on receipt of the prior written approval of DVD. Neither the Association nor the Board has the power to convey, mortgage or lease any Unit not owned by the Association. In addition, neither the Association nor the Board may convey, mortgage or lease any Limited Common Elements or Commercial Unit LCEs without the approval of the Owners of the Unit or Commercial Unit to which the Limited Common Element or Commercial Unit LCE is appurtenant.

10. **INSURANCE**. The insurance, other than title insurance, if any, that is to be carried on the Condominium Property will be governed by the following provisions:

10.1 Authority to Purchase; Named Insured. All insurance policies on the Condominium Property will be purchased by or on behalf of the Association from a fiscally responsible company authorized to do business in the State of Florida and must have a minimum term of one (1) year. The named insured will be the Association individually and as agent for the Owners, without naming them, and as agent for their Mortgagees, without naming them. Notwithstanding the certain types of insurance and amounts of coverage required to be obtained pursuant to this Article, in obtaining insurance the Board may consider such factors as availability of types of insurance and the market for insurance premiums in deciding which type of insurance and the amounts of coverage to obtain.

Provisions must be made for the issuance of Mortgagee endorsements and memoranda of insurance to the Mortgagees of Owners on request. Such policies must provide that payments by the insurer for losses must be made to the Association or the Insurance Trustee designated below, and all policies and endorsements on such policies must be deposited with the Association or the Insurance Trustee.

10.2 Personal Property of Owners. If desired, Owners may obtain property insurance coverage on their personal property at their own expense and for their own personal liability and living expenses. Such insurance is not the responsibility of the Association. Insurance policies issued to individual Owners shall provide that the coverage afforded by such policies is primary over the amount recoverable under any other policy covering the same property and shall include a waiver of subrogation in favor of the Association.

10.3 Coverage.

10.3.1 Casualty. All buildings and improvements on the Condominium Property must be insured in an amount equal to one hundred percent (100%) of the current replacement cost (subject to reasonable dediuctibles), exclusive of land, foundation and excavation costs, and all other items normally excluded from coverage, and all personal property owned by the Association must be insured for its current replacement cost, all as determined from time to time by the Board. All such coverage, including the coverage amount and the insurance company providing the coverage, is subject to the approval of the Mortgagee holding the greatest dollar amount of first mortgages against Units and Ownership Interests in Units. Such approval is conclusively deemed given if such Mortgagee fails to notify the Association otherwise within ten (10) days of being notified by the Association of the proposed coverage amount and insurance company. Coverage must afford protection against:

10.3.1.1 Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement;

10.3.1.2 Such other risks as from time to time are customarily covered with respect to buildings similar in construction, location and use as the buildings on the Condominium Property, including all perils normally covered by the standard "all risk" endorsement where such is available, including vandalism and malicious mischief.

10.3.2 Liability Insurance. Appropriate commercial general liability insurance must be carried in such amounts and with such coverage as required by the Board from time to time; provided, however, that such coverage may not be in an amount less than Three Million Dollars ($3,000,000.00) per occurrence and may be in such additional amounts and with such additional coverage as required by the Board from time to time. Wherever and whenever it is possible and economically feasible to do so, the Board must attempt to obtain adequate insurance protection in reasonably prudent coverages. Except as required in this Declaration, nothing in this Declaration is to be construed to require the Board to obtain such coverage as a condition precedent to the Association conducting business. Upon the agreement of the Board, Worldco may obtain and maintain such insurance for the benefit of the Condominium and in such event the Association shall be made a named insured. The Association's share of the cost of any such insurance shall be a Common Expense.

10.3.3 Worker's Compensation. Worker's compensation insurance is to be carried to the extent necessary to meet the requirements of law.

10.3.4 Fidelity Bond. At a minimum, fidelity insurance coverage will be carried in the name of the Association for all persons who control or disburse funds of the Association. As used in this Paragraph 10.3.4, the term "all persons who control or disburse funds of the Association" means those persons authorized to sign Association checks, and the president, secretary and treasurer of the Association. The total amount of fidelity bond coverage required for each person must be in the amount not less than the amount required by Section 718.111(11)(d), Florida Statutes.

10.3.5 Flood Insurance. If the Condominium is located within an area having special flood hazards for which flood insurance has been made available under the National Flood Insurance Program (**"NFIP"**), then the Association will obtain and pay, as a Common Expense, the premiums on a "master" or "blanket" policy of flood insurance on the buildings and any other Condominium Property covered by the required form of policy (**"insurable property"**), in an amount deemed appropriate, but not less than the lesser of: the maximum coverage available under the NFIP for all buildings and other insurable property within any portion of the Condominium located within a designated flood hazard area; or One hundred percent (100%) of current "replacement cost" of all such buildings and other insurable property. Such policy will be in a form that meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administration.

10.3.6 Business Interruption. If obtainable and economically feasible, the Board may obtain business interruption or loss of use insurance on any or all Vacation Homes. The named insured must be the Association individually and as agent for the Owners, without naming them, and as agent for the Mortgagees as their interests may appear.

10.3.7 Other. Such other insurance may be carried as the Board determines from time to time to be desirable.

10.4 Premiums and Deductibles. Premiums on insurance policies purchased by the Association (and/or prorated shares of the premiums on insurance policies purchased by or on behalf of Worldco to the extent such insurance covers the Condominium and/or the Association) are to be paid by the Association as a Common Expense. Any insurance policy required

hereunder may include reasonable deductibles as determined by the Board. Any deductible required to be paid, if any, on insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association are to be for the benefit of the Association, the Owners, and any Mortgagees as their interests may appear, and must provide that all proceeds covering property losses are to be paid to the Association or, at the election of either (i) the Association or (2) DVD, in its sole, absolute and unfettered discretion, for so long as DVD owns a Unit or Ownership Interest, to a named Insurance Trustee (referred to as the **"Insurance Trustee"**). All references to an Insurance Trustee in this Declaration apply to Association if neither the Association nor DVD elects to appoint an Insurance Trustee. Any Insurance Trustee (other than the Association or DVD) will be a commercial bank with trust powers authorized to do business in Florida or another entity acceptable to the Association and DVD for so long as DVD owns a Unit or Ownership Interest.. The Insurance Trustee is not liable for payment of premiums or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee is to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated in this Declaration for the benefit of the Association, the Owners, and any Mortgagees in the following shares; provided, however, that such shares need not be set forth on the records of the Insurance Trustee:

10.5.1 Proceeds on Account of Damage to Common Elements and Limited Common Elements. Proceeds on account of damage to Common Elements and Limited Common Elements, when such Common Elements and/or Limited Common Elements are not to be restored, is to be held in undivided shares for each Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to each Unit.

10.5.2 Proceeds on Account of Damage to Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

10.5.2.1 When the Condominium Property is to be Restored. For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Board.

10.5.2.2 When the Condominium Property is not to be Restored. An undivided share for each Owner, such share being the same as the undivided share in the Common Elements appurtenant to that Owner's interest in that Unit.

10.5.3 Mortgagees. If a Mortgagee endorsement has been issued, any share for the Owner will be held in trust for the Mortgagee and the Owner as their interests may appear; provided, however, that no Mortgagee has the right to determine or participate in the determination as to whether or not any damaged property is reconstructed or repaired, and no Mortgagee has any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such insurance proceeds made to the Owner and Mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the Mortgagee has the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged interest if the damaged property is not reconstructed or repaired as permitted under this Declaration.

10.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee are to be distributed to or for the benefit of the beneficial owners of such proceeds in the following manner:

10.6.1 All expenses of the Insurance Trustee are to be paid first or provisions made for such payment.

10.6.2 If the damage for which the proceeds are paid is to be repaired or reconstructed, then the remaining proceeds are to be paid to defray the cost of such repair or reconstruction as provided in this Declaration. Any proceeds remaining after defraying such cost will be added to the Association's capital reserve accounts.

10.6.3 If it is determined in the manner provided in this Declaration that the damage for which proceeds are paid will not be reconstructed or repaired, the remaining proceeds are to be distributed to the Owners and Mortgagees; remittances to Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Mortgagee. In this regard any insurance proceeds resulting from the failure to reconstruct or replace a Unit (or from an eminent domain action as set forth in Section 11.6 below) will be disbursed to affected Owners for their share of the non-reconstructed or replaced Unit resulting in their withdrawal from participation in the Home Resort Reservation Component and the DVC Reservation Component so that members of the Club will not be attempting to make reservations for available

DVC Resort Vacation Homes on a greater than "one-to-one use right to use night requirement ratio," as that term is defined in Section 721.05(25), Florida Statutes.

10.6.4 In making a distribution to Owners and their Mortgagees, the Insurance Trustee may rely on a certificate of the Association made by its president and secretary as to the names of the Owners and their respective shares of the distribution.

10.7 Association as Agent and Attorney-in-Fact. The Association is irrevocably appointed agent and attorney-in-fact for each Owner, Mortgagee, or other lienholder or owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on the payment of a claim.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY OR EMINENT DOMAIN.

11.1 Obligation to Reconstruct or Repair. If any part of the Condominium Property, including any Unit, Vacation Home, Common Element, Limited Common Element or Association Property, is damaged or destroyed by casualty, then the Association has the obligation to promptly reconstruct, replace or repair the damaged property to the extent the insurance proceeds cover the cost of the reconstruction, replacement or repair. If such proceeds are insufficient, the Association has the obligation to impose and collect a special assessment as provided for in Section 11.4 below. Notwithstanding the foregoing, the damaged Condominium Property will not be reconstructed, replaced or repaired if one of the following occurs:

11.1.1 It is determined that the Condominium will be terminated in accordance with Article 17 below; and/or

11.1.2 Such reconstruction, replacement or repair is prohibited under applicable law.

The Insurance Trustee may rely on a certificate of the Association made by its president and attested by its secretary as to whether or not the damaged property is to be reconstructed or repaired.

11.2 Plans and Specifications. Any reconstruction, replacement or repairs must be in accordance with the provisions of the Master Declaration and substantially in accordance with (i) the plans and specifications for the damaged property as originally constituted or (ii) plans and specifications approved by the Board and DVD.

11.3 Estimates of Cost. Immediately after the Association determines the need to rebuild, replace or repair damaged property for which the Association has the responsibility of reconstruction, replacement and repair, the Association must obtain reliable and detailed estimates of the cost to rebuild, replace or repair.

11.4 Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy will be assessed against all Owners in proportion to their shares in the Common Elements. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, replacement or repair by the Association, or if at any time during reconstruction, replacement or repair or on completion of reconstruction, replacement or repair, the funds from insurance for the payment of the costs of reconstruction, replacement or repair are insufficient, special assessments are to be made against all Owners in sufficient amounts to provide funds for the payment of such costs. Such special assessments will be in proportion to the Owners' respective obligations for Common Expenses.

11.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which consist of proceeds of insurance held by the Association or the Insurance Trustee and funds collected by the Association through assessments against Owners, will be disbursed in payment of such costs in the following manner:

11.5.1 Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction, replacement or repair that are the responsibility of the Association is more than Five Hundred Thousand Dollars ($500,000.00), then the sums paid on such assessments are to be deposited by the Association with the Insurance Trustee. In all other cases the Management Company, on behalf of the Association, is to hold the sums paid on such assessments and disburse them in payment of the costs of reconstruction, replacement or repair.

11.5.2 Insurance Trustee. The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Owners on account of such casualty, constitute a construction fund to be disbursed in payment of the costs of reconstruction, replacement or repair in the following manner and order:

11.5.2.1 Association - Minor Damage. If the amount of the estimated costs of reconstruction, replacement or repair that is the responsibility of the Association is less than Five Hundred Thousand Dollars ($500,000.00), then the construction fund is to be disbursed in payment of such costs on the order of the Board; provided, however, that on request by a Mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund is to be disbursed in the manner provided for the reconstruction, replacement or repair of major damage.

11.5.2.2 Association - Major Damage. If the amount of the estimated costs of reconstruction, replacement or repair that are the responsibility of the Association is more than Five Hundred Thousand Dollars ($500,000.00), then the construction fund is to be applied by the Insurance Trustee to the payment of such costs, and paid to or for the account of the Association from time to time as the work progresses, the Insurance Trustee must make payments on the written request of the Association for withdrawal of insurance proceeds accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who is to be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and any amounts paid prior to the request, and stating that the sum requested does not exceed the value of the services and material described in the certificate; that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanic's, materialman's or similar lien on such work against the Common Elements or any Unit; and that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of insurance proceeds or other funds remaining in the control of the Insurance Trustee after the payment of the sum so requested.

11.5.2.3 Surplus. It is to be presumed that the first monies disbursed in payment of costs of reconstruction, replacement or repair will be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction, replacement or repair for which the fund is established, such balance is to be deposited into the Association's capital reserve accounts.

11.5.2.4 Certificate. Notwithstanding the provisions of this Declaration, the Insurance Trustee is not required to determine any of the following: (i) whether sums paid by the Owners on assessments are deposited by the Association with the Insurance Trustee; (ii) whether the disbursements from the construction fund are to be on the order of the Association or approval of an architect or otherwise; (iii) whether a disbursement is to be made from the construction fund; (iv) the identity of the payee; or, (v) the amount to be paid. Instead, the Insurance Trustee may rely on a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a Mortgagee is required in this instrument to be named payee, the Insurance Trustee must also name the Mortgagee as a payee of any distribution of insurance proceeds to an Owner; and further provided, that when the Association, or a Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association must be first obtained by the Association prior to disbursements in payment of costs of reconstruction, replacement or repair.

11.6 Eminent Domain. The Association is empowered to defend or settle any action or threatened action with respect to the taking in condemnation of any portion of the Common Elements or Limited Common Elements or any Unit or portion of any Unit. Upon obtaining knowledge of such action or threatened action, the Association will notify all affected Mortgagees of record of same.

11.6.1 Common Elements and Limited Common Elements. Any award or settlement made as a result of such a taking of all or a portion of the Common Elements or Limited Common Elements is to be made payable to the Association. The Board is responsible or arranging for the reconstruction, replacement or repair of the Common Elements or Limited Common Elements and disbursing to the contractors engaged for such purpose, in appropriate progress payments, as much of the proceeds of such award or settlement as is reasonably necessary to effect reconstruction, replacement or repair. The balance of such proceeds, or all of such proceeds, will be disbursed by the Association in the same manner as insurance proceeds under Section 10.6 above.

11.6.2 Units. Due to the unique nature of the Vacation Ownership Plan created with respect to this Condominium, any taking in condemnation which involves a portion of a Unit is deemed a taking of the entire Unit, and any award or settlement must be made on the basis of the taking in condemnation of the entire Unit. Under such circumstances, all

interests in any such Unit are deemed conveyed to the governmental or other entity responsible for the taking and the Unit ceases to be part of the Condominium Property. Any award or settlement for the taking in condemnation of a Unit is to be made payable to the Association for the benefit of the Owners of such Unit and any Mortgagees, in proportion to their respective interests in such Unit. Any award or settlement, including any award or settlement received for a temporary taking, is to be disbursed by the Association in the same manner as insurance proceeds under Section 10.6 above.

11.7 Interruption of Use. During any reconstruction, replacement or repair period, Owners may temporarily attempt to make reservations for available Vacation Homes under the Vacation Ownership Plan on a greater than "one-to-one use right to use night requirement ratio," as that term is defined in Section 721.05(25), Florida Statutes. In no event is the interruption of use to be deemed to relieve affected Owners from any obligation to pay assessments due under this Declaration or from any obligation to make payments due to a Mortgagee.

If the Association has acquired business interruption insurance as contemplated under Paragraph 10.3.6 above, such insurance proceeds may be used, at the Board's election, to secure replacement accommodations or related facilities for Owner use during any reconstruction, replacement or acquisition period. If the Association has not acquired business interruption insurance, the Board, in its sole, absolute and unfettered discretion, has the right to secure, at the Association's expense, alternate accommodations or related facilities for Owner use during any reconstruction, replacement or acquisition period. Should the Board determine to use Association funds to acquire alternate accommodations or related facilities, special assessments may be made against all Owners in sufficient amounts to provide funds for the payment of such costs. Such special assessments are to be in proportion to the Owners' respective obligations for Common Expenses.

12. **USE RESTRICTIONS.** The use of the Condominium Property is to be in accordance with the following provisions as long as the Condominium exists:

12.1 Personal Use. Except for Units owned by DVD, which may be utilized as provided in this Declaration, each of the Vacation Homes may be occupied only as vacation accommodations. Except for Units or Ownership Interests owned by DVD, rentals of Vacation Homes to the general public by DVD or the Management Company and use of Vacation Points in connection with external exchange programs, use of the accommodations and recreational facilities of the Condominium is limited solely to the personal use of Owners, their lessees, guests, exchangers and invitees and for recreational uses by corporations and other entities owning Ownership Interests in a Unit. . No Owner of an Ownership Interest may occupy a Unit or Vacation Home, or use any facilities of the Condominium at any time other than during the time that a Vacation Home is properly reserved in accordance with the Condominium Documents. Except as set forth above, use of Vacation Homes and recreational facilities for commercial purposes or any purposes other than the personal use described in this Declaration is expressly prohibited. "Commercial purpose" includes a pattern of rental activity or other occupancy by an Owner that the Board, in its reasonable discretion, could conclude constitutes a commercial enterprise or practice. From time to time, to the extent that the board determines that use is occurring that is for a commercial purpose, the Board may in its sole and absolute discretion, adopt policies to provide what constitutes a commercial enterprise, practice or purpose. No Vacation Home may be divided or subdivided into a smaller Vacation Home. The provisions of this Section 12.1 do not apply to Commercial Units, DVD, the Management Company or The TWDC Companies.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements may be used only for the purposes for which they are intended as contemplated under this Declaration and the Master Declaration, including use in the furnishing of services and facilities for the enjoyment of the personal use of the Owners. The Commercial Unit LCEs may be used and maintained in accordance with Article 22. The provisions of this paragraph do not apply to DVD, the Management Company or The TWDC Companies.

12.3 Nuisances. No nuisance is to be allowed on the Condominium Property or within a Unit or a Vacation Home, or any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the property by the Owners. All parts of the Condominium are to be kept in a clean and sanitary condition, and rubbish, refuse or garbage are not permitted to accumulate. No fire hazard is allowed to exist. All Common Elements and Limited Common Elements shall be kept free for their intended use, and shall in no event be used as storage areas, either on a temporary or permanent basis. No clothing, towels, bedding, or other similar items may be dried or aired in any outdoor area or hung over or on balconies. No Owner shall make or cause to be made any noises, or use musical instruments, radios, televisions, amplifiers, or other such equipment in a manner that may tend to disturb other Owners. No Owner is permitted any use of a Vacation Home or make or permit any use of the Common Elements or the Limited Common Elements that will increase the cost of insurance on the Condominium Property. This Section 12.3 shall not apply to DVD with respect to its

ordinary operation of its commercial activities on the Condominium Property, to the Association or Management Company with respect to its ordinary operation, maintenance or management of the Condominium Property, or to The TWDC Companies. It is expressly contemplated that Commercial Units, Commercial Unit LCEs, portions of the adjacent Master Property, and nearby properties owned by The TWDC Companies may be operated as commercial spaces containing stores, restaurants, entertainment areas and other public establishments which may have nighttime hours of operation and which may result in noise or light levels in excess of levels typically occurring in areas consisting solely of residential accommodations, including, without limitation, fireworks and concerts. Nothing contained within this Declaration is to be deemed to prohibit such commercial activity.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use may be made of the Condominium Property, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property will be the same as the responsibility for the maintenance and repair of the property concerned.

12.5 Signs. No signs, notices or other displays or advertising may be maintained on any part of the Common Elements, Limited Common Elements, Units or Vacation Homes, except that the right is specifically reserved to DVD to place and maintain signs, notices, and displays related to the advertising and marketing of Ownership Interests on the Condominium Property for as long as it may have Units or Ownership Interests in the Units or any other DVC Resort to sell or rent, except that Owners of Commercial Units may maintain such signs on their Commercial Unit, or any Commercial Unit LCEs, in connection with use of their Commercial Unit, and except as permitted by the Board from time to time.

12.6 Bicycles, Motorcycles, Commercial Trucks, Oversized Vehicles, and Trailers. Bicycles, motorcycles, commercial trucks, oversized vehicles, and trailers may not be stored on the Condominium Property except in such areas, if any, designated for this purpose.

12.7 Condominium Rules and Regulations. Reasonable rules and regulations concerning the use of Condominium Property may be promulgated and amended from time to time by the Board in the manner provided by its Articles of Incorporation and Bylaws. A copy of the initial Condominium Rules and Regulations is attached as Exhibit "E".

12.8 DVD's Use. DVD may make such use of the Common Elements, the Units and the Vacation Homes as it determines and as may facilitate the sale or rental of Units or Ownership Interests in the Units or other DVC Resorts by DVD, including showing of the property and the display of signs and other promotional devices. In addition, notwithstanding the reservation priorities set forth in the Vacation Ownership Plan, in furtherance of DVD's easement rights under Section 4.3(a) of this Declaration, DVD may exercise its easement rights to indefinitely reserve one or more Vacation Homes as models but shall be required to use its Home Resort Vacation Points to reserve such Vacation Homes as models.

12.9 No Pets. All pets are prohibited. No pets of any type are allowed on Condominium Property.

12.10 Antennas. No antennas or satellite transmission receivers of any type designed to serve a Unit or a Vacation Home will be allowed on the Units, Common Elements or Limited Common Elements, except as provided by the Association to serve as a master antenna for the benefit and use of the Condominium. Notwithstanding such restriction, the Owners of Commercial Units may place such antennas or satellite transmission receivers on Commercial Units or Commercial Unit LCEs which are appurtenant to their Commercial Unit with the approval of the Board. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception, except for permitted equipment on the Commercial Units or Commercial Unit LCEs.

12.11 Decoration of Units or Vacation Homes. No Owner may alter the furnishings, appliances, personal property or decor of any Unit or any Vacation Home without the prior written consent of the Board. DVD shall only be responsible for declaring a Unit to the Condominium with the furnishings, appliances, personal property or decor within a Unit, or any Vacation Home within that Unit, as represented to the purchasers of Ownership Interests in that Unit. On recording of the first deed of an Ownership Interest in a Unit, the Board shall have the obligation and the authority to determine the interior color scheme, decor and furnishings of the Unit, and each Vacation Home within that Unit, as well as the proper time for redecorating and renovating such Unit, Vacation Home and their contents, and DVD shall have no further obligations in this regard. This authority shall include, but not be limited to, the right to alter, remove or replace any furnishings, appliances, personal property or decor in a Unit and any Vacation Home without the approval of any Owner; provided, however, that no such change shall be made without the approval of DVD so long as it owns an Ownership Interest in such Unit. Except for Commercial Unit Owners as to the

Commercial Unit owned and Owners of Units which are not committed to the Vacation Ownership Plan as to those Units, no Owner, guest, invitee, or lessee shall paint or otherwise decorate or change the appearance of any portion of the Condominium Property nor shall any Owner, guest, invitee, or lessee make any additions, alterations, or renovations to the Condominium Property.

12.12 Description of the Disney Vacation Club and the Vacation Ownership Plan. Membership in the Disney Vacation Club, being a common element, is an appurtenance to each Ownership Interest as set forth in Section 6.4 above, which governs the assignment and use of such Ownership Interest. DVCMC and BVTC, respectively, have been engaged by the Association to administer the assignment and use of all Ownership Interests through a central reservation system consisting of the Home Resort Reservation Component and the DVC Reservation Component.

12.12.1 The Vacation Ownership Plan and the Home Resort Reservation Component. Notwithstanding the specific Unit in which an Owner owns an Ownership Interest, it is the express intent of this Declaration, which intent is consented to by each Owner through acceptance of a conveyance hereunder, that all Units committed to the Vacation Ownership Plan will be available for use by all Owners of Ownership Interests in Units committed to the Vacation Ownership Plan at all times on a first come, first served reservation basis, through the Home Resort Reservation Component and in accordance with the provisions of this Declaration and the Membership Agreement, an initial copy of which is attached as Exhibit "G."

12.12.1.1 Operation of Vacation Ownership Plan. In this regard, the Association has entered into the Membership Agreement with DVCMC pursuant to which the Association has delegated all of its responsibilities and obligations for operating the Vacation Ownership Plan for the Condominium to DVCMC. Under this authority, DVCMC has established the reservation rules and regulations governing the Vacation Ownership Plan and the Home Resort Reservation Component as set forth in the Membership Agreement. DVCMC has the right to amend the terms and conditions of the Membership Agreement from time to time as set forth in the Membership Agreement. Owners, their guests, invitees, exchangers and lessees do not receive any special access or entry rights to any attraction or recreational facility located within the WALT DISNEY WORLD® Resort, other than to those recreational facilities made a part of this Condominium, by virtue of the ownership of a Unit or an Ownership Interest.

12.12.1.2 Association's Rights. If either the Property Management Agreement, pursuant to which DVCMC is engaged by the Association to act as the Management Company for the Condominium, or the Membership Agreement are terminated, the Association has the authority to establish reservation rules and regulations for the operation of the Vacation Ownership Plan, which may or may not be identical to the reservation procedures set forth in the Membership Agreement, by which use of the Units and Vacation Homes among all of the Cotenants is determined. In addition, if either the Property Management Agreement or the Membership Agreement terminate, irrespective of whether the termination is voluntary or involuntary and irrespective of the cause of such termination, the Association and all Owners must cease using and thereafter abstain from using all personal property belonging to or used by DVCMC, including all personal property relating to the operation of the Home Resort Reservation Component, and return same to DVCMC within fifteen (15) days from the date of termination.

12.12.1.3 Term of Vacation Ownership Plan. The term of the Vacation Ownership Plan is the term of this Condominium, and the Vacation Ownership Plan automatically terminates upon the termination of the Condominium. If the term of the Condominium is extended in accordance with Section 17.2 below, the term of the Vacation Ownership Plan will also be extended for the additional term, unless the Condominium is sooner terminated in accordance with this Declaration. DVD reserves the right to declare Units to the Condominium without committing such Units to the Vacation Ownership Plan.

12.12.2 DVC Reservation Component. This Condominium is a DVC Resort entitling Owners of Ownership Interests in Units committed to the Vacation Ownership Plan to voluntarily participate in the DVC Reservation Component in accordance with the provisions of the DVC Resort Agreement, an initial copy of which is attached as Exhibit "H." Under the terms of the DVC Resort Agreement, owners at any DVC Resort will be able to access the DVC Reservation Component and use DVC Vacation Points to reserve the use of Vacation Homes and accommodations at other DVC Resorts on a first come, first served basis along with Owners. An Owner has the right to make a reservation for the use of a Vacation Home through the Home Resort Reservation Component using Home Resort Vacation Points during the Home Resort Priority Period without owners at other DVC Resorts being permitted to make a reservation for a Vacation Home. The length of the Home Resort Priority Period for the Condominium is determined by DVCMC and is set forth in the Membership Agreement; however,

in no event can DVCMC set a Home Resort Priority Period of less than one (1) month prior to the period during which the owners at the other DVC Resorts have the right to make a reservation for the use of Vacation Homes in the Condominium. An Owner will be able to reserve the use of accommodations at other DVC Resorts on the same first come, first served basis subject to the same priority restrictions in favor of the owners in those DVC Resorts, although such priority restrictions may be of different durations for each DVC Resort.

This Condominium's participation in the DVC Reservation Component will continue until **January 31, 2057**, unless sooner terminated in accordance with the terms and conditions of the DVC Resort Agreement. If the term of this Condominium is extended pursuant to Section 17.2 below, the Condominium's participation in the DVC Reservation Component will automatically be extended for the additional term, unless sooner terminated in accordance with the terms and conditions of the DVC Resort Agreement.

12.12.3 Timeshare Plans, Fractional Plans and Clubs. Except as provided in this Declaration, 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 (a) shall be created, established, operated or maintained with respect to the Condominium Property or the Ownership Interests; (b) shall acquire or accommodate Condominium Property or Ownership Interests; and (c) shall be permitted to incorporate an Ownership Interest into such entity, program, structure, scheme, device or plan, except by DVD or except with the prior written authorization from DVD, which authorization may be given or withheld in DVD's sole, absolute and unfettered discretion, and which authorization shall be evidenced by a written instrument executed by DVD, recorded in the Public Records of Orange County, Florida, and containing a reference to this Declaration.

12.13 Right of Occupancy - Holdover Owners. If any Owner, or an Owner's lessees, guests, exchangers or invitees, fails to vacate a Vacation Home at the expiration of any reserved use period, as may be required by the rules and regulations governing occupancy of the Vacation Home or as otherwise established by the Management Company, such person is deemed a "holdover owner," or, to the extent permitted by law and at the election of the Association or Management Company, such person shall be deemed not to be exercising his/her Ownership Interest but rather be deemed a "trespasser", in which case the Association or Management Company shall be entitled to exercise the remedies available to it under Chapter 509, Florida Statutes. It is the responsibility of the Association to take such steps as may be necessary to remove such holdover owner from the Vacation Home, and to assist the holder of any subsequent reserved use period who may be affected by the holdover owner's failure to vacate, in finding alternate accommodations during such holdover period.

12.13.1 Alternative Accommodations. In addition to such other remedies as may be available to it, the Association has the right to secure, at its expense, alternate accommodations for any holder of a subsequent reserved use period who may not occupy the Vacation Home due to any holdover owner's failure to vacate. Such accommodations must be as near in value as possible to the Vacation Home reserved. The holdover owner will be charged for the cost of such alternate accommodations, any other costs incurred due to the holdover owner's failure to vacate, and an administrative fee of Fifty Dollars ($50.00) per day during this period of holding over. If it is necessary that the Association contract for a period greater than the actual period of holding over in order to secure alternate accommodations as set forth above, the entire period is the responsibility of the holdover owner, however, the Fifty Dollars ($50.00) per day administrative fee ceases on the date that the holdover owner actually vacates. The Association will submit a bill to the holdover owner in accordance with Paragraph 12.13.2 prior to levying a fine against such holdover owner.

12.13.2 Fines; Right to Hearing. Except as otherwise provided by Florida law, including, without limitation, Section 721.15, Florida Statutes, before the Association may levy a fine against a party for violation of any of the provisions of the Condominium Documents, the Association must afford the party reasonable notice of the levy and a right to a hearing as required under Florida law.

12.13.3 Association's Rights. The foregoing provisions do not abridge the Association's right to take such other action against a holdover owner as is permitted by law including eviction proceedings or self-help remedies to the extent permitted by law. Further, the foregoing provisions do not limit the Association's right to take any action permitted by Florida law against trespassers who are not Owners.

12.14 No Domiciliary Intent. No person or party may enter, stay or dwell on or about the Condominium Property with the intent or desire to be or become legally domiciled in the State of Florida or any political subdivision of the State of Florida

merely as a result of such entrance onto or occupation of the Condominium Property, and all such persons or parties waive, release and remise any such intent or desire. No person or party may enter, stay or dwell on or about a Unit or Vacation Home with the intent that the Unit or Vacation Home be or become that person's or party's principal dwelling, and such person or party will maintain a principal dwelling at all times at a location other than within the confines of the Condominium Property.

12.15 No Private Watercraft. No boats, jet-skis, waverunners or watercraft of any kind may be used, stored or brought onto the Condominium Property by any Owner, lessee, guest, exchanger or invitee except in such areas and under such conditions as may be determined by the Board from time to time.

13. **ALIENABILITY OF UNITS OR OWNERSHIP INTERESTS.**

13.1 Alienability Restrictions; DVD's Right of First Refusal to Purchase. The right of Owners or Cotenants to sell, transfer, assign or hypothecate their Unit or Ownership Interest is not subject to the approval of the Association. Accordingly, a proper transfer or conveyance of such Unit or Ownership Interest does not require the written approval of the Association. However, if an Owner or Cotenant desires to sell, transfer, assign or hypothecate that Owner's Unit or Ownership Interest, DVD has the right of first refusal to purchase the Unit or Ownership Interest in the Unit under the same terms and conditions as are offered to or by a bona fide third party, including financing. Accordingly, Owners or Cotenants desiring to sell their Unit or Ownership Interest must notify DVD in writing no less than thirty (30) days in advance of the proposed closing date of their intent to sell and must include a copy of the proposed transaction reduced to writing in all respects. On receipt of such written notice, DVD may determine prior to the proposed closing date whether to exercise its right of first refusal set forth in this Article 13. If DVD elects to exercise its right of first refusal, DVD must notify the Owner or Cotenant in writing of such election, and the purchase by DVD must be closed on or before the proposed closing date. If DVD fails to notify the Owner or Cotenant of its election to exercise its right of first refusal prior to the proposed closing date, then the Owner or Cotenant may proceed to close on the transaction with such bona fide third party. In all events, membership in the Disney Vacation Club, in accordance with this Declaration, and DVD's right of first refusal, as set forth above, are covenants running with the land. Furthermore, subject to the Condominium Documents, Membership in the Disney Vacation Club is always a requirement of any successor in title to an Owner or Cotenant and is an appurtenance to each Condominium Parcel. **IN ADDITION, ANY PERMITTED SALE BETWEEN AN OWNER OR COTENANT AND A BONA FIDE THIRD PARTY IS DEEMED TO CONTAIN A PROVISION REQUIRING THAT ANY SUMS DUE TO THE ASSOCIATION AS ASSESSMENTS MUST BE PAID IN FULL AS A CONDITION OF CLOSING OF THE SALE.**

13.2 Leasing and Rental Restrictions. All leasing or rental agreements relating to the use, occupancy and possession of any Vacation Home during a reserved use period must be in writing and must set forth an acknowledgment and consent on the part of the lessee-sublessee-tenant to use, occupy and possess such Vacation Home in conformance and compliance with the provisions of this Declaration, as well as the Articles of Incorporation, Bylaws, the Condominium Rules and Regulations and the rules and regulations of the Disney Vacation Club. If an Owner or Cotenant fails to secure a written lease or rental agreement, the Association has the right to require the lessee-sublessee-tenant, prior to the lessee-sublessee-tenant's use, occupancy or possession of any Vacation Home, to execute an acknowledgment to use and occupy the rental or leased Vacation Home in conformance with the Condominium Documents. **ANY LEASE OR RENTAL AGREEMENT IS DEEMED TO CONTAIN A PROVISION REQUIRING THAT ANY SUMS DUE TO THE ASSOCIATION AS ASSESSMENTS MUST BE DEDUCTED FROM THE GROSS RENTALS AND PAID DIRECTLY TO THE ASSOCIATION.**

13.3 Approval of the Management Company. The Management Company has the right to create such reservation approval restrictions as it deems necessary from time to time, and compliance with such restrictions is required before and during possession and occupancy of a Vacation Home.

14. **RIGHTS OF DVD.** Notwithstanding anything in this Declaration to the contrary, and in addition to any other rights which may be reserved to DVD in this Declaration, DVD has the following rights:

14.1 Alteration of Vacation Home Boundaries and Dimensions. DVD reserves the right to change the interior design and arrangement of a Unit or any Vacation Home so long as DVD owns the entire Unit so changed and altered, and provided such change is reflected by an amendment to this Declaration. Such an amendment for the purpose of altering the interior design or arrangement of a Unit or any Vacation Home may be signed and acknowledged only by DVD and need not be approved by the Association or other Owners, whether or not elsewhere required for an amendment, except that no change may be made by DVD which would conflict with the provisions of Chapter 718 and Section 16.3 below.

14.2 Sharing of Recreational Facilities and Other Common Areas. DVD also reserves the right to unilaterally amend this Declaration to provide for the sharing of the recreational facilities and other common areas of this Condominium with the owners of units in other properties, resorts or condominiums located adjacent to or in near proximity to this Condominium, including the granting of any ingress and egress easements necessary to effectuate same; provided, however, that if this Declaration is so amended, the owners of interests in such other property, resort or condominium will be required to share with the Owners any recreational facilities and common areas existing as a part of their property, resort or condominium. In addition, the owners at each property, resort or condominium will bear their pro rata share of the costs of maintaining all such shared facilities and common areas.

14.3 Hotel. Notwithstanding anything contained in this Declaration to the contrary (including, without limitation, the use restrictions set forth in Section 12 hereof) DVD intends and expressly reserves the right to operate or permit the operation of a nightly rental program or hotel with respect to Ownership Interests and Vacation Points owned or otherwise possessed or controlled by DVD or any TWDC Company and with respect to unsold Units.

15. COMPLIANCE AND DEFAULT.

15.1 Compliance and Default. Each Owner is governed by and must comply with the terms of the Condominium Documents, as they may be amended from time to time. Failure of an Owner to comply with the provisions of the Condominium Documents entitles the Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including an action for damages, an action for injunctive relief, an action for declaratory judgment, or, with respect to Units committed to the Vacation Ownership Plan, suspension of the right of an Owner to access the benefits of the use of such Owner's Ownership Interest as contemplated under this Declaration, the Membership Agreement and the DVC Resort Agreement. All provisions of the Condominium Documents are enforceable equitable servitudes and run with the land and are effective until the Condominium is terminated.

15.2 Costs and Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the terms of the Condominium Documents, as they may be amended from time to time, the prevailing party is entitled to recover the costs of the proceeding, and recover such reasonable fees for attorneys, paralegals, legal assistants and other professionals as may be awarded by the Court, including all appeals and all proceedings in bankruptcy and probate.

15.3 No Waiver of Rights. The failure of DVD, the Association or any Owner to enforce any covenant, restriction or other provision of Chapter 718, Chapter 721, or the Condominium Documents does not constitute a waiver of the right to do so in the future.

15.4 Injunctive Relief. The Association may seek an injunction from a court of equity to compel compliance or prohibit violation of the Condominium Documents regardless of whether an adequate remedy at law exists.

15.5 Governing Law; Waiver of Jury Trial; Venue of Actions. The Condominium Documents, including this Declaration, are to be governed by, and construed in accordance with, the laws of the State of Florida. The Association, an Owner or Owners, DVD, the Management Company, and any other party claiming rights or obligations by, through, or under the Condominium Documents, or two or more of the foregoing, each waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the others concerning the interpretation, construction, validity, enforcement or performance of the Condominium Documents or any other agreement or instrument executed in connection with this Declaration. If any such suit or legal action is commenced by any party, the other parties agree, consent and submit 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 party 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 party 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 are exclusive of any other jurisdiction and venue.

16. AMENDMENTS.

16.1 By Owners. This Declaration may be amended at any regular or special Association meeting, called and convened in accordance with the provisions of the Bylaws, by the affirmative vote of a majority of the total votes eligible to be voted, unless a different vote is required by the specific provisions of this Declaration. Each such amendment of this Declaration may be evidenced by an instrument in writing, signed and acknowledged by any two (2) officers of the Association, setting forth the full text of such amendment, the appropriate recording data of this Declaration and certifying that such amendment has been

approved by the affirmative vote of a majority of the total votes eligible to be voted. Said amendment becomes effective on the recording of the amendment in the Public Records of Orange County, Florida. For so long as DVD owns an Ownership Interest, no amendment by the Owners becomes effective unless and until approved, in writing, by DVD, in its sole, absolute and unfettered discretion. Furthermore, the Owners have no power to enact any amendment to this Declaration which materially affects the rights or security interests of any Mortgagee of record, without first obtaining the written consent of such affected Mortgagee of record, such consent not to be unreasonably withheld.

16.2 By DVD. DVD reserves the right to unilaterally amend this Declaration as it may deem appropriate in its sole, absolute and unfettered discretion or as may be required by any lending institution, title insurance company or public body or as may be necessary to conform the same to the requirements of law or to facilitate the operation and management of the Condominium or the Disney Vacation Club or the sale of Ownership Interests in Units. Any amendments to this Declaration which may be unilaterally made by DVD become effective upon the recording in the Public Records of Orange County, Florida, of an instrument executed solely by DVD, setting forth the text of such amendment in full, together with the appropriate recording data of this Declaration. No amendment of this Declaration permitted to be unilaterally made by DVD is permitted if such amendment would prejudice or impair to any material extent the rights of the Owners as a whole or any Mortgagee of record. DVD may also make other amendments as may be reserved elsewhere in the Condominium Documents.

16.3 Amendments to Units. Subject to DVD's rights as set forth in Article 16.2, no amendment changing the configuration or size of any Unit declared to the Condominium in any material fashion, altering or modifying the appurtenances to such Unit, or changing the proportion or percentage by which the Owner shares the Common Expenses and owns the Common Surplus is permitted unless such amendment is approved by DVD, for so long as DVD owns an Ownership Interest, and approved by a majority of the total voting interests of the Owners. If such amendment is required by any governmental entity, such amendment shall be permitted with the affirmative vote of the Board and approval by DVD, for so long as DVD owns a Unit or Ownership Interest.

16.4 Amendments to Common Elements. For so long as DVD owns a Unit or Ownership Interest, DVD, at DVD's capital expense, may, from time to time, and without the approval of the Association, the Board, or any Owner, add facilities to the Condominium Property including recreational areas and facilities. In addition, for so long as DVD owns a Unit or Ownership Interest, DVD, at DVD's capital expense, may substantially, materially or otherwise alter, modify, rearrange, relocate, or replace the Common Elements or real property that is Association property, without the approval of the Association, the Board, or any Owner; provided, however, no amendment may, without the affirmative vote of a majority of the total votes eligible to be voted at any regular or special Association meeting called and convened in accordance with the Bylaws, result in the alteration, modification, rearrangement, relocation, or replacement of the Common Elements or the real property that is Association property in such a manner that such Common Elements or real property that is Association Property no longer provide substantially the same use, function, or experience as the existing Common Elements or real property that is Association property, as DVD determines in its sole, absolute and unfettered discretion. Subject to DVD's approval, for so long as DVD owns a Unit or Ownership Interest, the Owners, at the Association's capital expense, may add property to the Condominium or substantially, materially or otherwise alter, modify, rearrange, relocate, or replace the Common Elements or real property that is Association property with the affirmative vote of a majority of the total votes eligible to be voted at any regular or special Association meeting called and convened in accordance with the Bylaws. Notwithstanding the obligation of DVD or the Association to bear the capital expense of making any addition, alteration, modification, rearrangement, relocation, or replacement authorized under this Section 16.4, the cost of ongoing maintenance, operation, repair, and replacement will be borne by the Association. Any substantial alteration, modification, rearrangement, relocation, or replacement authorized under this Section 16.4 may be made effective by the filing of an amendment to this Declaration in the public records of Orange County, Florida. The provisions of Article 7 govern the maintenance, repair, alteration, rearrangement, improvement, removal, or replacement of any or all personal property or furnishings that are part of the Condominium Property.

17. **TERMINATION.** The Condominium may be terminated in the following manners, in addition to the manner provided by Chapter 718:

17.1 Agreement. The Condominium may be terminated at any time by the approval in writing of all Owners and all Mortgagees of record. Notice of a meeting at which the proposed termination is to be considered must be given not less than thirty (30) days prior to the date of such meeting.

17.2 Expiration of Ground Lease. Upon the termination or expiration of the Ground Lease, the Condominium automatically terminates and all Ownership Interests and all Mortgagee liens on any Condominium Property terminate. If DVD

renews the Ground Lease or enters into another lease of the property underlying the Condominium prior to the expiration or termination of the Ground Lease, DVD may, in DVD's sole, absolute and unfettered discretion, unilaterally elect to continue the Condominium for the duration of such renewal. Such election shall be evidenced by the recording of an amendment to this Declaration. If DVD elects to continue the Condominium for an additional term as contemplated in this Section 17.2 then, at the election of DVD, all rights and obligations of Owners and Mortgagees as set forth in this Declaration shall continue in full force and effect for the duration of the extended term.

17.3 Termination Through Condemnation. The Condominium may only be terminated due to condemnation if all of the Condominium Property is taken in condemnation. If less than all of the Condominium Property is taken in condemnation, the Condominium continues as to those portions of the Condominium Property not so taken.

17.4 Certificate. Termination of the Condominium in any of the foregoing manners is evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of Orange County, Florida.

18. PHASE DEVELOPMENT.

18.1 Description of Phasing. It is the intention of DVD to develop the Condominium in phases in accordance with Chapter 721. The overall boundary of the property which DVD contemplates adding to the Condominium is described in Exhibit "A"; however, DVD reserves the right not to submit any or all of the property described in Exhibit "A" to the Condominium or add additional property to the Condominium which may not be included within the overall boundary described in Exhibit "A." The Common Expense, Common Surplus and Common Element ownership reallocation caused by the proposed phasing plan is set forth in Exhibit "D". DVD reserves the right to submit phases to condominium use in any sequence.

18.2 Reservation of Right to Change Phasing Plan. The phase boundaries, plot plans and floor plans, Unit types (including upper and lower boundaries and perimeter boundaries descriptions), Unit sizes and Unit type mixes and numbers of Units for the first phase are described in Exhibit "A" attached. Pursuant to Chapter 721, DVD reserves the right to change the phase boundaries, plot plans and floor plans, Unit types (including upper and lower boundaries and perimeter boundaries descriptions), Unit sizes and Unit type mixes and numbers of Units for any future phase, in its sole, absolute and unfettered discretion, prior to adding such future phase to the Condominium. DVD specifically reserves the right to declare one or more phases that contain only residential Units, Commercial Units or Common Elements. In addition, DVD specifically reserves the right to declare one or more phases that contain any combination of residential Units, Commercial Units and Common Elements.

18.3 Land. The land which may ultimately become part of the Condominium is described in Exhibit "A;" however, DVD reserves the right, in its sole, absolute and unfettered discretion, not to submit any or all of the property described in Exhibit "A" to the Condominium or to add additional property to the Condominium. Any phase legal description utilized by DVD is for convenience of identifying proposed phases only, and once a phase has been declared to the Condominium, the separate phase legal description is subsumed in the overall legal description of the Condominium Property as then constituted and does not have separate identity.

18.4 Recreational Areas and Facilities. Pursuant to Section 4.3.5 hereof, and in accordance with Florida law, DVD reserves the right to close on the sale of Ownership Interests in Units within a given phase of the Condominium (including, without limitation, the first phase of the Condominium Property) prior to completion of construction of Incomplete Improvements located within that phase. In the event that DVD exercises that right, DVD expressly reserves the right to add the recreational areas and facilities to the Condominium in phases subsequent to the first phase provided that the contemplated recreational areas and facilities are declared to the Condominium prior to occupancy of any Units within the Condominium. DVD expressly reserves the right to add additional recreational areas or facilities to the Condominium as a part of a future phase without the consent of Owners. Any additional recreational areas or facilities will be constructed at DVD's sole expense.

18.5 Impact of Phasing; Change in Ownership of Common Elements and Common Surplus and Share of Common Expenses. The impact, if any, which the completion of subsequent phases would have on the Condominium would be to increase the number of Units and the number of Owners in the general area. The change in ownership of Common Elements and Common Surplus and the change in the share of Common Expenses attributable to each Unit by the addition of subsequent phases is to be determined in accordance with the formula set forth in Exhibit "D".

18.6 Completion of Phases. DVD will submit each successive phase, if at all, to condominium ownership in its sole, absolute and unfettered discretion. The declaration of all phases to the Condominium will be completed within the time limit as determined by DVD, in its sole, absolute and unfettered discretion, although DVD reserves the right not to submit any or all of the subsequent phases to condominium ownership. DVD also specifically reserves the right to amend this Declaration, without the approval of the Owners, for the purpose of changing any of the items required to be included in this Declaration, by Florida law, for a particular phase.

18.7 Association Membership and Voting. Each Unit, except each Commercial Unit, in each phase is entitled to one (1) vote in the Association. The vote of the Owner of a Unit must be cast by its Voting Representative. Where a Unit is owned by more than one owner, the Cotenants of the Unit will file a Voting Certificate with the Association, in accordance with the Bylaws, setting forth which Cotenant is designated as the Voting Representative for that Unit.

18.8 Disney Vacation Club and Vacation Ownership Plan.

A VACATION OWNERSHIP PLAN MAY BE CREATED WITH RESPECT TO UNITS IN EVERY PHASE.

It is DVD's intent that Units in every phase will be declared as part of the Vacation Ownership Plan; however, DVD reserves the right to declare Units to the Condominium that will not be included as part of the Vacation Ownership Plan. The degree, quantity, nature and extent of the Vacation Ownership Plan is described above. Phases declared to this Condominium and included in the Vacation Ownership Plan are also subject to the terms and conditions of the DVC Resort Agreement as described above.

18.9 Notice. DVD is not required to notify Owners of existing Units in the Condominium of the commencement of or decision not to add any subsequent phase.

18.10 Amendment. Phases may be added to this Condominium by the execution of an amendment to this Declaration executed by DVD, its successors or assigns only, and such amendment does not require the execution or consent of any Owners other than DVD.

19. **MERGER.** This Declaration, the Association and the Common Elements of this Condominium described in this Declaration may be merged with the declaration of condominium, condominium association and common elements of another independent and separate condominium to form a single condominium with the consent of majority of the total number of voting interests and with the approval of all of the record owners of liens on the Units and Ownership Interests in the Units. If such consent and approval is obtained, a new or amended declaration of condominium, articles of incorporation and bylaws of the Association will be recorded and contain such provisions as are necessary to amend and modify the appurtenances to the Units and the percentages by which the Owners share the Common Expenses and own the Common Surplus and Common Elements in order to create a consolidated single condominium.

20. **COMMERCIAL UNITS.**

20.1 Commercial Unit Rights and Ownership. Commercial Unit owners are entitled to all of the rights and benefits otherwise provided to Owners under this Declaration except for the right to vote at any meeting of the Association as provided for in Article 20 of this Declaration. Commercial Unit owners have the right to apply for or receive any permits necessary for any use of the Commercial Units not inconsistent with this Declaration and the Association must assist Commercial Unit Owners in applying for any permits in this regard. Commercial Units share in the Common Expenses and the Common Surplus in accordance with Exhibit "D". In addition, the owner of a Commercial Unit is solely responsible for all expenses of maintaining, repairing and operating the Commercial Unit. In addition to all appurtenances, easements and other benefits passing with Units as provided in this Declaration, each Commercial Unit has as an appurtenance to the Commercial Unit, the following perpetual nonexclusive easements for the use and benefit of the Commercial Unit owners, their successors and assigns, social guests, lessees, licensees and invitees:

20.1.1 an easement for ingress and egress over all Common Elements as the same may exist from time to time for such purposes as permitted by law, including such commercial activities as the Commercial Unit owner may engage in from time to time;

20.1.2 an easement for maintenance, repair, replacement, removal and relocation of any items necessary for use of the Commercial Units as permitted in this Declaration; and

20.1.3 an easement for ingress and egress from any Commercial Unit to any right of way access to any public beach.

20.2 Rights of Owners of Commercial Units. A Commercial Unit owner may, in its sole discretion and without the consent of any Owner or the Association, subdivide its Commercial Unit, sell or lease all or a portion of the Commercial Unit, or use the Commercial Unit for any lawful use that is not prohibited by Florida law. Notwithstanding the rights to conduct commercial activities in a Commercial Unit, each Commercial Unit owner has the right, in its sole discretion, to not engage in any commercial activity.

20.3 Conveyance. The Owner of a Commercial Unit may convey the Commercial Unit, or any subdivision of a Commercial Unit, to the Association without the consent of any other Owner, and the Association shall be obligated to accept such conveyance. A Commercial Unit conveyed to the Association as contemplated in this Declaration may only be conveyed by the Association to a third party in accordance with the same restrictions which govern the conveyance by the Association of portions of the Common Elements.

21. SEVERABILITY AND CONFLICT.

21.1 Severability. The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of the Condominium Documents do not affect the validity of the remaining portions.

21.2 Conflict. If it should appear that any of the provisions of this Declaration are in conflict with the Master Declaration or the Ground Lease, then such provisions are deemed inoperative and null and void insofar as they may be in conflict therewith, and are deemed modified to conform to the Master Declaration or the Ground Lease, in that order.

21.3 Plural and Include. Where the context so indicates, a word in the singular form shall include the plural. The term "include" and similar terms (*e.g.*, includes, including, included, comprises, comprising, such as, e.g., and for example), when used as part of a phrase including one or more specific items, are used by way of example and not of limitation.

22. COMMERCIAL UNIT LCES.

22.1 Use of the Commercial Unit LCEs. The use of any Commercial Unit LCE is exclusive to the owner of the Commercial Unit to which the Commercial Unit LCE is appurtenant and to such persons as permitted by the owner of the Commercial Unit from time to time, including Owners, in the owner's sole, absolute and unfettered discretion.

22.2 Maintenance of Commercial Unit LCEs. Maintenance, repair and replacement of any Commercial Unit LCE is to be performed by the Association, at the cost and expense of the Association, in accordance with the provisions of this Declaration addressing the maintenance, repair and replacement of Limited Common Elements.

22.3 Alteration of Commercial Unit LCEs. The owner of the Commercial Unit to which a Commercial Unit LCE is appurtenant has the right to reconstruct, alter, repair, renovate, restore or replace the Commercial Unit LCE, or any portion of the Commercial Unit LCE, without the approval of the Association or any Owner; provided, however, that the owner of the Commercial Unit to which the Commercial Unit LCE is appurtenant has DVD's approval (which may be withheld by DVD in its sole, absolute and unfettered discretion) and provided further that such owner bears all costs associated with such reconstruction, alteration, renovation, restoration or replacement. Neither the Association nor any Owner have the right to reconstruct, alter, renovate, restore or replace the Commercial Unit LCEs without the approval of the owner of the Commercial Unit to which the Commercial Unit LCE is appurtenant.

IN WITNESS WHEREOF, DVD has executed this Declaration on the day and year first above written.

WITNESSES

Print Name: Karen L. Grip

Print Name: J. GREENE

DISNEY VACATION DEVELOPMENT, INC.,
a Florida corporation

By: James M. Lewis
James M. Lewis
As its: President

STATE OF FLORIDA)
COUNTY OF Osceola).

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, personally appeared James M. Lewis, the President of DISNEY VACATION DEVELOPMENT, INC., a Florida corporation, and he acknowledged that he executed the foregoing instrument on behalf of the corporation pursuant to due authority therefrom. He is personally known to me.

WITNESS my hand and seal this 2nd day of July 2008.

(NOTARY SEAL)

Notary Public State of Florida
J Greene
My Commission DD742459
Expires 02/10/2012

SIGNATURE OF NOTARY PUBLIC – State of Florida

CONSENT OF LESSOR
TO DECLARATION OF CONDOMINIUM

THIS CONSENT (this "**Consent**") is made and entered into this _____ day of _____, 2008, by WALT DISNEY WORLD CO., a Florida corporation, whose address is Post Office Box 10,000, Lake Buena Vista, Florida 32830-1000 ("**Worldco**").

RECITALS

A. Worldco is the fee simple owner of that certain property (the "**Master Property**") more particularly described in and subject to the covenants, conditions and restrictions contained in that certain Master Declaration of Covenants, Conditions and Restrictions, as recorded in Official Records Book 9755, Page 2234, of the Public Records of Orange County, Florida ("**Master Declaration**");

B. Worldco, as lessor, has leased a portion of the Master Property to Disney Vacation Development, Inc., a Florida corporation ("**DVD**"), as lessee, pursuant to that certain Ground Lease by and between WORLDCO and DVD of even date herewith; a short form of which is described in that certain Memorandum of Ground Lease of even date herewith and recorded in Official Records Book 9755, Page 2269 of the Public Records of Orange County, Florida (the "**Ground Lease**");

C. DVD has declared a portion of the Master Property to the condominium form of ownership pursuant to the Declaration of Condominium of Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, as recorded in Official Records Book 9755, Page 2293, Public Records of Orange County, Florida, to which this Consent is attached (the "**Declaration**");

D. The Ground Lease encumbers the land and the improvements located on such land, inclusive of the first phase as described in the Declaration; and

E. Worldco, as lessor under the Ground Lease, has agreed to consent to the recordation of the Declaration.

NOW, THEREFORE, Worldco provides as follows:

1. Recitals and Definitions. The above recitals are true and correct and are incorporated in this Declaration. All terms used in this Consent have the same meaning as the identical terms used in the Declaration unless the context otherwise requires.

2. Consent. Worldco, as lessor under the Ground Lease and declarant under the Master Declaration, agrees and does consent to the recordation of the Declaration; provided, however, that no amendment to the Declaration is effective against Worldco unless Worldco has executed a joinder and consent as to such amendment. Pursuant to the requirements of the Ground Lease, by the execution of this Consent, Worldco provides DVD, the Association, the Owners and DVCMC with its consent and approval to the following specific matters:

a. The provisions of Article 11 of the Declaration regarding reconstruction or repair of the Condominium Property after casualty or eminent domain;

b. DVCMC, as the Management Company for the Condominium, and the Property Management Agreement between the Association and DVCMC, an initial copy of which is attached to the Declaration as Exhibit "F;"

c. The automatic assumption by the Association of the obligations of DVD as the tenant under the Ground Lease with respect to the property comprising the first phase and as limited pursuant to the terms of the Ground Lease; and

d. The use of the name "Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium" to describe the Condominium and the management or operation of the Condominium as set forth in the Condominium Documents, and the use of the name "Bay Lake Tower at Disney's Contemporary Resort Condominium Association,

Inc." to describe the Association, all subject to the terms and conditions set forth in the Master Declaration, the Ground Lease and the Declaration.

IN WITNESS WHEREOF, Worldco has caused this instrument to be executed by its duly authorized officer the day and year first above written.

WITNESSES:

Katherine DellaCasa

Print Name: Katherine DellaCasa

Linda Shepherd

Print Name: LINDA SHEPHERD

WALT DISNEY WORLD CO., a Florida corporation

By: _____

Name: Lee Schmudde

As its: Vice-President

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 25th day of July, 2008, by LEE SCHMUDDE, VICE PRESIDENT of **WALT DISNEY WORLD CO.**, a Florida corporation, on behalf of the corporation. X is personally known to me or has produced _____ as identification.

Notary Signature: Linda Ann Shepherd

Notary Name Printed: _____

(NOTARY SEAL)

Notary Public State of Florida
Linda Ann Shepherd
My Commission DD420911
Expires 05/01/2009

EXHIBIT "A"

BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT

A LEASEHOLD CONDOMINIUM

FIRST PHASE LEGAL DESCRIPTION

(SEE ATTACHED)

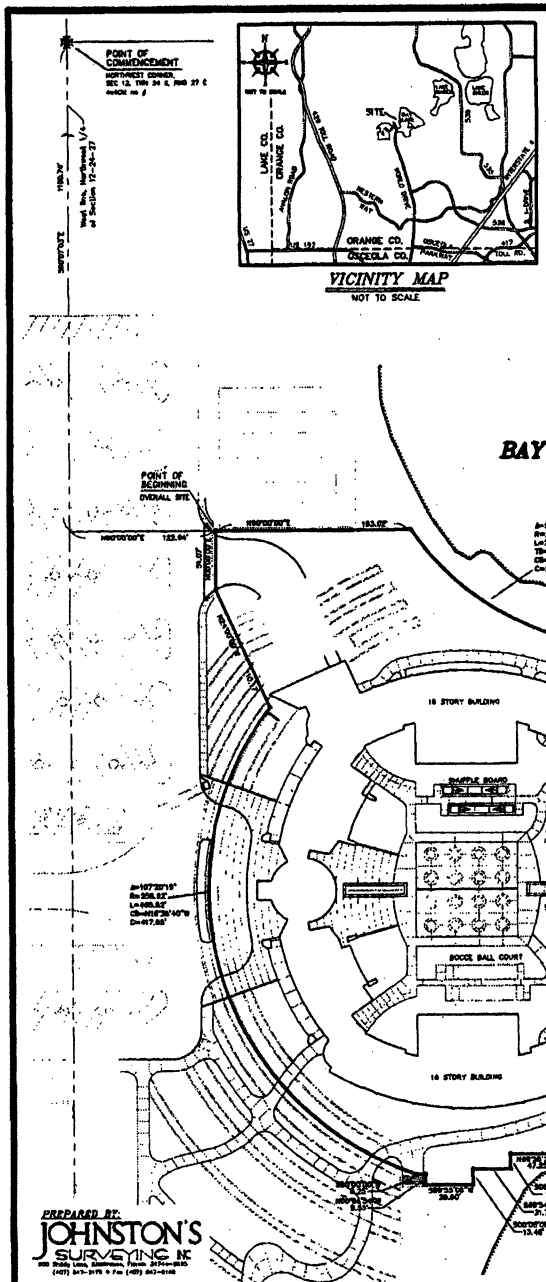
NOTE: In accordance with Florida law, DVD has reserved the right to close on the sale of Ownership Interests in Units within the Condominium prior to completion of construction of Units, Vacation Homes, recreational facilities or other commonly used facilities ("Incomplete Improvements") located within the Condominium phase containing the Ownership Interests. As such, it is intended that the Units and Vacation Homes shall encompass the airspace delineated on this Exhibit "A" prior to completion of the Incomplete Improvements. DVD has reserved easement rights over, under and across the phase described in this Exhibit "A" to access, ingress, egress, excavate, construct and complete construction of Incomplete Improvements that are not complete as of the date of recording of this Declaration. Upon completion of construction of the Incomplete Improvements, DVD shall record an amendment that shall include a survey showing the "as-built" location of all promised Incomplete Improvements, together with a certificate of surveyor attesting to the completion of construction as required by §718.104, Florida Statutes.

CONDOMINIUM EXHIBIT
BOOK 46 PAGE 64

BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT
A LEASEHOLD CONDOMINIUM
EXHIBIT "A"

SECTION 12, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

OVERALL SITE PLAN



ABBREVIATIONS

N	NORTH
S	SOUTH
E	EAST
W	WEST
TWP	TOWNSHIP
RNG	RANGE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

LEGAL DESCRIPTION
OVERALL SITE

A parcel of land lying in Section 12, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 12, run along the West line of the Northwest 1/4 of said Section 12, S 00°07'03" E, 1100.74 feet; thence N 90°00'00" E, 122.94 feet to the Point of Beginning; thence N 90°00'00" E, 163.02 feet to a point on a non-tangent curve concave Northeasterly having a radius of 228.35 feet, and a central angle of 54°19'05"; thence from a tangent bearing of S 33°32'24" E run Southeasterly along the arc of said curve, 216.48 feet; thence S 54°50'39" E, 115.36 feet to the Northeasterly most corner of the concrete footer of an 18 inch concrete seawall; thence run along said footer the following five courses S 30°08'08" E, 23.06 feet; S 00°00'35" W, 127.70 feet; S 00°06'56" E, 6.90 feet; S 00°54'24" W, 21.98 feet; S 16°34'17" E, 56.99 feet to a point on a non-tangent curve concave Southeasterly having a radius of 77.77 feet, and a central angle of 21°56'53"; thence from a tangent bearing of S 38°59'39" W run Southwesterly along the arc of said curve, 29.79 feet; thence S 17°02'47" W, 34.67 feet to a point of curvature of a curve concave Northwesterly having a radius of 118.27 feet, and a central angle of 46°58'53"; thence run Southwesterly along the arc of said curve, 96.98 feet; thence S 11°39'22" W, 58.18 feet; thence N 83°53'52" W, 14.96 feet; thence N 84°10'33" W, 17.72 feet; thence N 89°36'21" W, 47.25 feet; thence S 00°00'00" E, 12.99 feet; thence S 89°54'16" W, 31.75 feet; thence S 00°08'09" E, 13.48 feet; thence S 89°55'06" W, 39.60 feet; thence N 00°04'54" W, 9.55 feet; thence N 90°00'00" W, 8.25 feet to a point on a non-tangent curve concave Easterly having a radius of 259.22 feet, and a central angle of 107°20'13"; thence from a tangent bearing of N 70°16'47" W run Northerly along the arc of said curve, 485.62 feet; thence N 14°03'00" W, 110.17 feet; thence N 00°00'00" E, 51.07 feet to the Point of Beginning.

Containing 4.65 acres, more or less.

GENERAL NOTES

1) The bearings are based on S00°07'03"E being the West line of the Northwest ¼ of Section 12, Township 24 South, Range 27 East, Orange County, Florida.
2) Unless a certain is made, measured bearings and distances are identical with leasehold values.
3) All dimensions are in feet and decimals thereof.
4) An abstract of title was not furnished to the surveyor.
5) No title opinion is expressed or implied.
6) The boundary survey was provided by Reedy Creek Energy Services, Surveying and Mapping Dept., dated 04/16/2008.
7) The floor plans were prepared from drawings supplied by GBB, Inc., dated 01/17/2008.
8) Various agreements have been granted and obtained in Article 4 of the Declaration of Condominium. The developer has reserved the right to grant other easements over the Condominium property from time to time.
9) See Article 1 of the Declaration of Condominium for the definition of "Unit", "Commercial Unit", "Common Element", "Limited Common Element" and other terms.
10) Other easements over and benefiting the Condominium Property have been granted and retained in that certain Master Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 7116, Pages 1239 of the Public Records of Orange County, Florida.
11) Where the upper, lower or perimeter boundary of any Unit is not otherwise specified within this Exhibit "A", such boundary shall be:
    1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries.
        A. Upper Boundaries: The interior unfinished surface of the ceiling of the Unit.
        B. Lower Boundaries: The horizontal plane through the finished undecorated surface of the floor of the Unit.
    2. Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes along and coincident with the interior unfinished surfaces of the perimeter walls of the closed figure.

    Not included in the description of the Units are the following:
    balconies, terraces, exterior stairwells, elevators and utility rooms
12) Unless otherwise designated within this Exhibit "A", any portion of the Condominium Property not included within a Unit is a Common Element.
13) Unless otherwise designated within this Exhibit "A", all porches, balconies and terraces appurtenant to a Unit are Limited Common Elements of that Unit.
14) DVD reserves all rights pursuant to section 721.07(5)(i), Florida Statutes, (2008) to vary the phasing plan as to phase boundaries, plot plans and floor plans, unit types, unit sizes and unit type mixes, numbers of units and recreational areas and facilities with respect to each subsequent phase.
15) The description of the boundaries of the overall site plan as set forth herein is for the purpose of describing the property which may ultimately be declared as part of the Condominium in phases, however, DVD reserves all rights to declare all or any portion or portions of the property to be a part of the Condominium and to declare additional property not described herein to be a part of the condominium, whether or not such additional property is contiguous to the property described herein.
16) Owners have non-exclusive ingress and egress access and parking pursuant to that certain Non-Exclusive Access Easement Agreement, recorded in Official Records Book 6375, Page 7725, Public Records of Orange County, Florida.
17) Certain areas and parcels are reserved for non-exclusive use of swimming pool facilities pursuant to Cabana Facilities Agreement dated 7-24-90, recorded in Official Records Book 4243, Page 213, Public Records of Orange County, Florida.

SURVEYORS CERTIFICATE

I hereby certify that this Exhibit "A", pages 1, thru 4, is a correct representation of the proposed improvements of Phase 2 as described hereon and that the construction of such proposed improvements is not substantially complete. Upon substantial completion of the improvements comprising Phase 2, the Developer will, in accordance with Section 718.104(4)(e), Florida Statutes, amend the Declaration of Condominium of Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium as recorded in Official Records Book _____, Page _____ of the Public Records of Orange County, Florida to certify that such improvements constituting Phase 2 are substantially complete.

Dated: 08-28-08

PREPARED BY:
JOHNSTON'S SURVEYING INC
300 Shiloh Lane, Kissimmee, Florida 34744-3905
(407) 847-3179 • Fax (407) 847-6168

DISNEY VACATION CLUB
© DISNEY

SHEET 1 OF 4

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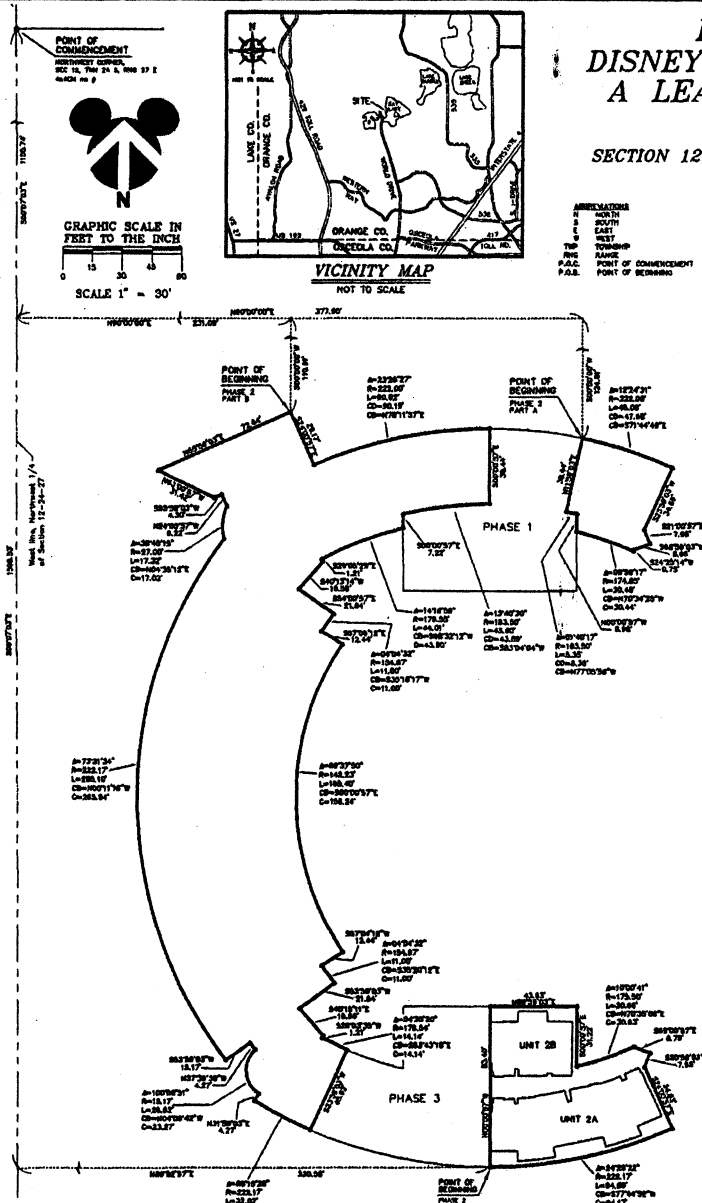
CONDOMINIUM EXHIBIT
BOOK 46 PAGE 65

BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT
A LEASEHOLD CONDOMINIUM
EXHIBIT "A"

SECTION 12, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

PHASE 2 - SITE PLAN



ABBREVIATIONS
N NORTH
S SOUTH
E EAST
W WEST
TWP TOWNSHIP
RNG RANGE
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

LEGAL DESCRIPTION
PHASE 2
PART A

A parcel of land having horizontal and vertical boundaries, lying in Section 12, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

THE HORIZONTAL PLANE being described as:

Commence at the Northwest corner of said Section 12, thence run S00°07'03"E along the West line of the Northwest ¼ of said Section 12, a distance of 1109.74 feet; thence run N89°59'00"E, a distance of 377.90 feet; thence run S00°00'00"W, a distance of 124.01 feet to the Point of Beginning, said point being a point on a circular curve, concave to the Southwest, having a Radius of 222.00 feet and a Central Angle of 12°24'31"; thence run Southeasterly along the Arc of said Curve a distance of 48.08 feet (Chord Bearing = S71°44'49"E, Chord = 47.99 feet) to a point; thence run S23°56'03"W, a distance of 34.66 feet; thence run S21°05'27"E, a distance of 7.08 feet; thence run S68°39'05"W, a distance of 8.66 feet; thence run S24°25'14"W, a distance of 0.76 feet to a point on a non-tangent curve, concave to the South, having a Radius of 174.86 feet and a Central Angle of 05°55'17"; thence run Westerly along the Arc of said curve, a distance of 30.48 feet (Chord Bearing = N70°34'29"W, Chord = 30.44 feet) to a point; thence run N00°09'57"W, a distance of 6.86 feet to a point on a non-tangent curve, concave to the South, having a Radius of 163.50 feet and a Central Angle of 01°40'17"; thence run Westerly along the Arc of said curve, a distance of 5.35 feet (Chord Bearing = N71°13'58"W, Chord = 5.35 feet) to a point; thence run N11°09'03"E, a distance of 36.44 feet to the Point of Beginning.

Containing 0.046 acres, more or less.

THE LOWER VERTICAL PLANE being described as follows:

The finished undecorated surface of the first level floor slab of the building extended to an intersection with the above described horizontal plane.

THE UPPER VERTICAL PLANE being described as follows:

The finished undecorated surface of the second level floor slab of the building extended to an intersection with the above described horizontal plane.

The intent of this description is to describe a portion of the first floor level of the building.

GENERAL NOTES

1) The bearings are based on S00°07'03"E being the West line of the Northwest ¼ of Section 12, Township 24 South, Range 27 East, Orange County, Florida.
2) Unless a comparison is made, measured bearings and distances are identical with leasehold values.
3) All dimensions are in feet and decimals thereof.
4) An abstract of title was not furnished to the surveyor.
5) No title opinion is expressed or implied.
6) The boundary survey was provided by Reedy Creek Energy Services, Surveying and Mapping Dept., dated 04/18/2006.
7) The floor plans were prepared from drawings supplied by GBS, Inc., dated 01/17/2006.
8) Various agreements have been granted and retained in Article 4 of the Declaration of Condominium. The developer has reserved the right to grant other easements over the Condominium property from time to time.
9) See Article 1 of the Declaration of Condominium for the definition of "Unit", "Commercial Unit", "Common Element", "Limited Common Element" and other terms.
10) Other easements over and benefiting the Condominium Property have been granted and retained in that certain Master Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 4755, Pages 2233 of the Public Records of Orange County, Florida.
11) Where the upper, lower or perimeter boundary of any Unit is not otherwise specified within this Exhibit "A", such boundary shall be:
    1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries.
        A. Upper Boundaries: The interior unfinished surface of the ceiling of the Unit.
        B. Lower Boundaries: The horizontal plane through the finished undecorated surface of the floor of the Unit.
    2. Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes along and coincident with the interior unfinished surfaces of the perimeter walls of the closed figure. Not included in the description of the Units are the following: balconies, terraces, exterior stairwells, elevators and utility rooms.
12) Unless otherwise designated within this Exhibit "A", any portion of the Condominium Property not included within a Unit is a Common Element.
13) Unless otherwise designated within this Exhibit "A", all porches, balconies and terraces appurtenant to a Unit are Limited Common Elements of that Unit.
14) DVD reserves all rights pursuant to section 721.07(3)(j), Florida Statutes, (2006) to vary the phasing plan as to phase boundaries, plot plans and floor plans, unit types, unit sizes and unit type mixes, numbers of units and recreational areas and facilities with respect to each subsequent phase.
15) The description of the boundaries of the overall site plan as set forth herein is for the purpose of describing the property which may ultimately be declared as part of the Condominium in phases, however, DVD reserves all rights to declare all or any portion or portions of the property to be a part of the condominium and to declare additional property not described herein to be a part of the condominium, whether or not such additional property is contiguous to the property described herein.
16) Owners have non-exclusive ingress and egress access and parking pursuant to that certain Non-Exclusive Access Easement Agreement, recorded in Official Records Book 4755, Page 2223, Public Records of Orange County, Florida.
17) Certain easements are reserved and granted for non-exclusive use of swimming pool facilities pursuant to the Common Facilities Agreement dated _____ and recorded in Official Records Book _____, Page _____, Public Records of Orange County, Florida.

4755 | 2283

PHASE 2
PART B

A parcel of land having horizontal and vertical boundaries, lying in Section 12, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

THE HORIZONTAL PLANE being described as:

Commence at the Northwest corner of said Section 12, thence run S00°07'03"E along the West line of the Northwest ¼ of said Section 12, a distance of 1109.74 feet; thence run N89°59'00"E, a distance of 231.09 feet; thence run S00°00'00"W, a distance of 29.17 feet to a point on a non-tangent curve, concave to the South, having a Radius of 222.00 feet and a Central Angle of 23°29'27"; thence run Easterly along the Arc of said curve, a distance of 90.92 feet (Chord Bearing = N78°51'57"E, Chord = 90.18 feet) to a point; thence run S00°00'57"E, a distance of 36.44 feet to a point on a non-tangent curve, concave to the South, having a Radius of 163.50 feet and a Central Angle of 13°46'26"; thence run Westerly along the Arc of said curve, a distance of 43.80 feet (Chord Bearing = S83°04'04"W, Chord = 43.69 feet) to a point; thence run S00°09'57"E, a distance of 7.22 feet to a point on a non-tangent curve, concave to the South, having a Radius of 178.86 feet and a Central Angle of 14°16'58"; thence run Westerly along the Arc of said curve, a distance of 44.91 feet (Chord Bearing = S68°32'12"W, Chord = 43.90 feet) to a point; thence run S25°16'29"E, a distance of 1.21 feet; thence run S40°13'14"W, a distance of 18.58 feet; thence run S04°05'57"E, a distance of 21.84 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 184.67 feet and a Central Angle of 04°04'32"; thence run Southwesterly along the Arc of said curve, a distance of 11.00 feet (Chord Bearing = S38°16'17"W, Chord = 11.00 feet) to a point; thence run S87°08'12"E, a distance of 12.44 feet to a point on a non-tangent curve, concave to the East, having a Radius of 142.23 feet and a Central Angle of 66°37'50"; thence run Southerly along the Arc of said curve, a distance of 165.40 feet (Chord Bearing = S00°09'57"E, Chord = 156.24 feet) to a point; thence run S87°04'15"W, a distance of 12.44 feet to a point on a non-tangent curve, concave to the Northeast, having a Radius of 154.67 feet and a Central Angle of 04°04'32"; thence run Southeasterly along the Arc of said curve, a distance of 11.00 feet (Chord Bearing = S38°20'12"E, Chord = 11.00 feet) to a point; thence run S53°56'03"W, a distance of 21.84 feet; thence run S40°16'11"E, a distance of 18.69 feet; thence run S23°03'28"W, a distance of 1.21 feet to a point on a non-tangent curve, concave to the Northeast, having a Radius of 178.54 feet and a Central Angle of 04°36'20"; thence run Southeasterly along the Arc of said curve, a distance of 14.14 feet (Chord Bearing = S63°43'18"E, Chord = 14.14 feet) to a point; thence run S23°03'28"W, a distance of 45.82 feet to a point on a non-tangent curve, concave to the Northeast, having a Radius of 222.17 feet and a Central Angle of 08°15'23"; thence run Northwesterly along the Arc of said curve, a distance of 32.02 feet (Chord Bearing = N61°53'13"W, Chord = 31.99 feet) to a point; thence run N31°56'02"E, a distance of 4.27 feet to a point on a non-tangent curve, concave to the East, having a Radius of 15.17 feet and a Central Angle of 180°06'51"; thence run Northerly along the Arc of said curve, a distance of 28.52 feet (Chord Bearing = N04°08'42"W, Chord = 22.27 feet) to a point; thence run N31°56'02"E, a distance of 4.27 feet; thence run S23°56'03"W, a distance of 15.17 feet to a point on a non-tangent curve, concave to the East, having a Radius of 222.17 feet and a Central Angle of 73°31'34"; thence run Northerly along the Arc of said curve, a distance of 285.10 feet (Chord Bearing = N00°11'16"W, Chord = 265.94 feet) to a point on a non-tangent curve, concave to the East, having a Radius of 21.00 feet and a Central Angle of 36°45'15"; thence run Northerly along the Arc of said curve, a distance of 17.32 feet (Chord Bearing = N04°36'12"E, Chord = 17.02 feet) to a point; thence run N24°00'57"W, a distance of 6.22 feet; thence run S89°39'03"W, a distance of 4.30 feet; thence run N53°09'02"E, a distance of 72.64 feet to the Point of Beginning.

Containing 0.844 acres, more or less.

THE LOWER VERTICAL PLANE being described as follows:

The finished undecorated surface of the first level floor slab of the building extended to an intersection with the above described horizontal plane.

THE UPPER VERTICAL PLANE being described as follows:

The finished undecorated surface of the second level floor slab of the building extended to an intersection with the above described horizontal plane.

The intent of this description is to describe a portion of the first floor level of the building.

PHASE 2
PART C

A parcel of land having horizontal and vertical boundaries, lying in Section 12, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

THE HORIZONTAL PLANE being described as:

Commence at the Northwest corner of said Section 12, thence run S00°07'03"E along the West line of the Northwest ¼ of said Section 12, a distance of 1268.53 feet; thence run N89°52'57"E, a distance of 330.06 feet to the Point of Beginning; thence run N00°00'57"W, a distance of 63.40 feet; thence run N89°59'00"E, a distance of 43.83 feet; thence run S00°00'57"E, a distance of 31.22 feet to a point on a non-tangent curve, concave to the North, having a Radius of 178.50 feet and a Central Angle of 10°00'41"; thence run Easterly along the Arc of said curve, a distance of 30.86 feet (Chord Bearing = N70°30'08"E, Chord = 30.83 feet) to a point; thence run S69°00'31"E, a distance of 8.79 feet; thence run S20°59'02"W, a distance of 7.88 feet; thence run S24°00'57"E, a distance of 34.83 feet to a point on a non-tangent curve, concave to the North, having a Radius of 222.17 feet and a Central Angle of 24°29'22"; thence run Westerly along the Arc of said curve, a distance of 94.99 feet (Chord Bearing = S77°44'52"W, Chord = 94.17 feet) to the Point of Beginning.

Containing 0.127 acres, more or less.

THE LOWER VERTICAL PLANE being described as follows:

The finished undecorated surface of the first level floor slab of the building extended to an intersection with the above described horizontal plane.

THE UPPER VERTICAL PLANE being described as follows:

The finished undecorated surface of the second level floor slab of the building extended to an intersection with the above described horizontal plane.

The intent of this description is to describe a portion of the first floor level of the building.

PREPARED BY:
JOHNSTON'S SURVEYING INC.
800 Sandy Lane, Kissimmee, Florida 34744-3648
(407) 847-5575 • Fax (407) 847-6648

Disney VACATION CLUB
© DISNEY

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CONDOMINIUM EXHIBIT
BOOK 46 PAGE 66

GRAPHIC SCALE IN FEET TO THE INCH

0 12.5 25 37.5 50

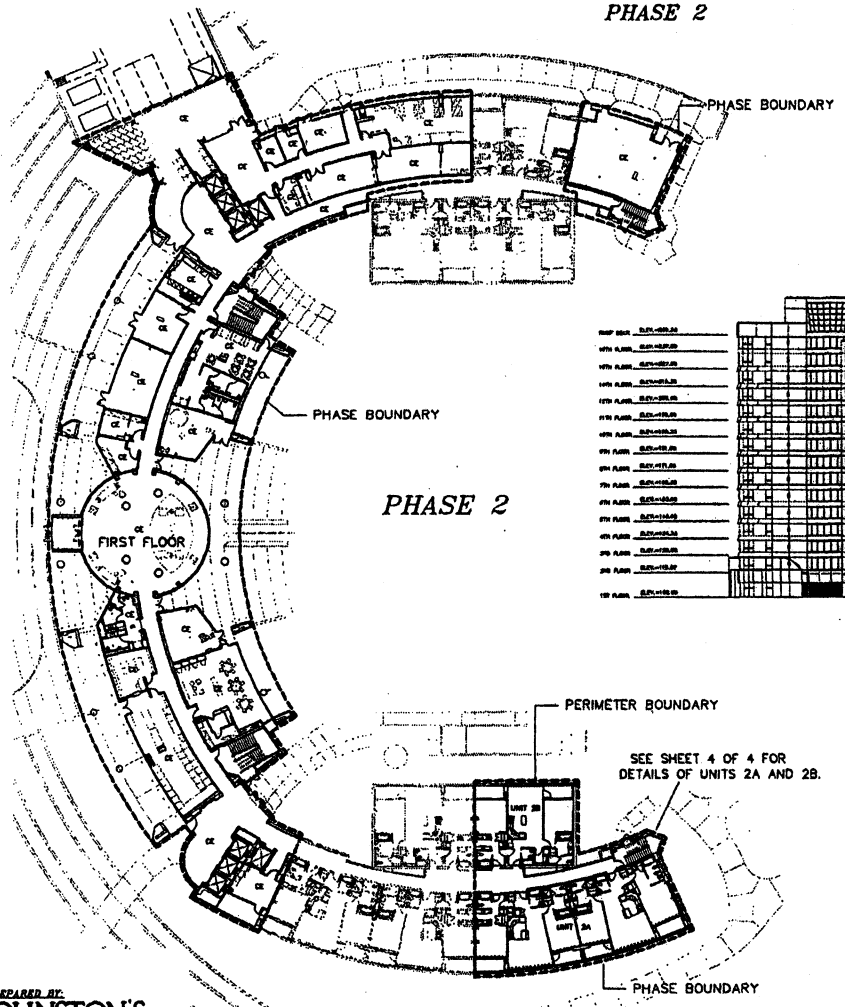
SCALE 1" = 25'

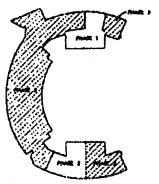
ABBREVIATIONS
N NORTH
S SOUTH
E EAST
W WEST
TWP TOWNSHIP
RNG RANGE
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

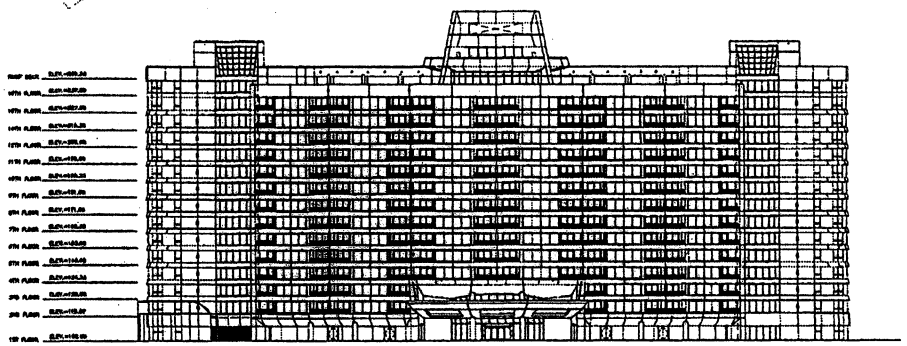
BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT
A LEASEHOLD CONDOMINIUM
EXHIBIT "A"

SECTION 12, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

FLOOR PLAN
PHASE 2







TYPICAL GROUND FLOOR INSIDE UNIT
THRU SIXTEENTH FLOOR UNIT
WEST ELEVATION
WITH APPROXIMATE INTERIOR DIMENSIONS

Units 2A & 2B shall include that part of a building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries.
   - A. Upper Boundaries: The horizontal plane through the finished undecorated surface of the floor of the Second Floor.
   - B. Lower Boundaries: The horizontal plane through the finished undecorated surface of the floor of the First Floor.
2. Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes along and coincident with the unfinished interior surfaces of perimeter walls.

Not included in the description of Units are as follows: balconies, terraces, interior stairwells, elevators and utility rooms, except for interior stairwells within two story Units.

NOTE: SIZE AND SHAPE OF TERRACES AND BALCONIES MAY VARY.

LCE = LIMITED COMMON ELEMENT

PREPARED BY:
JOHNSTON'S SURVEYING INC

DISNEY VACATION CLUB
© DISNEY

SHEET 3 OF 4

20080532599 Page 37 of 94

GRAPHIC SCALE IN FEET TO THE INCH

0 5 10 15 20

SCALE 1" = 10'

ABBREVIATIONS

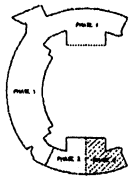
N	NORTH
S	SOUTH
E	EAST
W	WEST
TWP	TOWNSHIP
RNG	RANGE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT

BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT
A LEASEHOLD CONDOMINIUM
EXHIBIT "A"

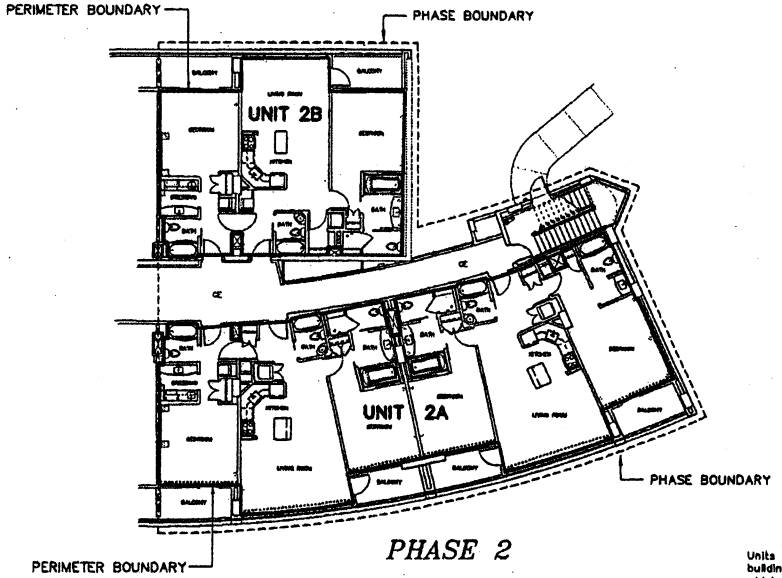
SECTION 12, TOWNSHIP 24 SOUTH, RANGE 27 EAST,
ORANGE COUNTY, FLORIDA.

UNIT FLOOR PLANS
UNITS 2A & 2B

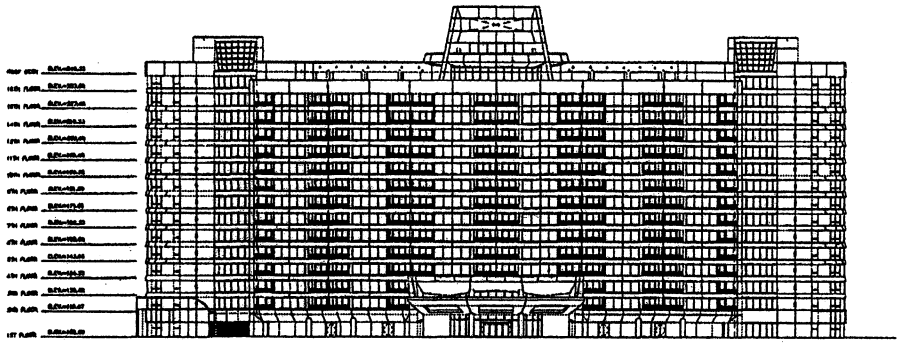
CONDOMINIUM EXHIBIT
BOOK 46 PAGE 67



KEY MAP
NOT TO SCALE



PHASE 2



TYPICAL GROUND FLOOR INSIDE UNIT
THRU SIXTEENTH FLOOR UNIT
WEST ELEVATION
WITH APPROXIMATE INTERIOR DIMENSIONS

Units 2A & 2B shall include that part of a building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries.
   - A. Upper Boundaries: The horizontal plane through the finished undecorated surface of the floor of the Second Floor.
   - B. Lower Boundaries: The horizontal plane through the finished undecorated surface of the floor of the First Floor.
2. Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes along and coincident with the unfinished interior surfaces of perimeter walls.

Not included in the description of Units are as follows: balconies, terraces, interior stairwells, elevators and utility rooms, except for interior stairwells within two story Units.

NOTE: SIZE AND SHAPE OF TERRACES AND BALCONIES MAY VARY.

LCE = LIMITED COMMON ELEMENT

PREPARED BY:
JOHNSTON'S SURVEYING INC
[illegible]

Disney VACATION CLUB
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SHEET 4 OF 4

20080532599 Page 38 of 94

Exhibit "D"

PERCENTAGE INTEREST IN COMMON ELEMENTS

Each residential Unit within the Condominium shall have an undivided percentage interest in the Common Elements and Common Surplus and a share of the Common Expenses of the Condominium on an equal fractional basis. This fractional interest is based on the total number of Units and Commercial Units declared as part of the Condominium at any given time. The percentage interest in the Common Elements and Common Surplus and share of the Common Expenses of a given residential Unit declared into the Condominium from time to time shall always equal the total square footage of that residential Unit divided by the total square footage of all Units declared into the Condominium; however, each Commercial Unit declared into the Condominium from time to time will have a percentage interest of .00000001% in the Common Elements and Common Surplus and share of the Common Expenses. As additional phases are added to the Condominium, the respective percentage interests in the Common Elements and Common Surplus and share of the Common Expenses of the Units already declared into the Condominium will be decreased accordingly.

To determine the exact percentage interest of a given Unit declared into the Condominium at any given time, the following mathematical formula applies: I=(B/T)*[1.0-(C*.00000001)].

1. "I" represents the interest to be determined of a particular Unit.

2. "B" represents the square footage of the particular Unit.

3. "T" represents the total square footage of all of the Units declared as part of the Condominium.

4. "C" represents the number of Commercial Units declared as part of the Condominium.

This instrument prepared by and return to:
John M. McGowan, Esquire
c/o Compliance Department
Disney Vacation Development, Inc.
1390 Celebration Place,
Celebration, FL 34747
(407) 566-3073

DOC# 20120139822 B: 10347 P: 6107
03/16/2012 09:14:45 AM Page 1 of 2
Rec Fee: $18.50
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: DISNEY VACATION DEVELOPME

——Space above this line for recording office use only——

EIGHTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT, A LEASEHOLD CONDOMINIUM

This EIGHTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT, A LEASEHOLD CONDOMINIUM (this "**Amendment**"), is made this 28 day of February 2012, by BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 1390 Celebration Boulevard, Celebration, Florida 34747 (the "**Association**").

WHEREAS, the Association is responsible for the operation of Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium and vacation ownership plan, which was created pursuant to that certain DECLARATION OF CONDOMINIUM OF BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT, A LEASEHOLD CONDOMINIUM, recorded in Official Records Book 9755, Page 2293, Public Records of Orange County, Florida, as amended (the "**Declaration**").

WHEREAS, in 2010, the Florida Legislature enacted into law a non-judicial foreclosure process permitting foreclosures of assessment liens against timeshare interests through a non-judicial trustee foreclosure process as more particularly described in Section 721.855, Florida Statutes (2011) (the "**Trustee Foreclosure Procedure**").

WHEREAS, pursuant to Section 721.855(2)(a), Florida Statutes (2011), this Amendment to permit foreclosure of assessment liens by the Trustee Foreclosure Procedure was adopted by the affirmative vote of a majority of the total votes eligible to be voted (the "**Association's Action**") at the Association's 2010 annual members meeting (the "**Meeting**").

WHEREAS, the Meeting was duly called and convened in accordance with the Bylaws of the Association, a quorum was present at the Meeting and at least fifteen percent (15%) of the voting interests were present in person or by proxy.

WHEREAS, pursuant to Section 16.1 of the Declaration, Disney Vacation Development, Inc., a Florida corporation ("**DVD**") joins herein to evidence its consent to and approval of this Amendment.

NOW, THEREFORE, in accordance with Section 16.1 of the Declaration and the Association's Action, the Declaration is hereby amended by adding new section 8.3.2.3 to the Declaration as follows:

> 8.3.2.3 Trustee Foreclosure. Notwithstanding anything in Section 8.3 to the contrary, assessment liens may be foreclosed by the Association pursuant to the trustee foreclosure procedures of Section 721.855, Florida Statutes, as amended and/or renumbered from time to time. If an Owner fails to make timely payments of assessments for Common Expenses, reserves, Ad Valorem Real Estate Taxes, special assessments or any other costs included in assessments, an assessment lien against the Owners' Ownership Interest may be foreclosed in accordance with a judicial foreclosure procedure or a trustee foreclosure procedure, either of which may result in the loss of the Owner's Ownership Interest. If the Management Company initiates a trustee foreclosure procedure, the Owner shall have the option to object pursuant to Florida law, and in such event the Management Company may thereafter proceed only by filing a judicial foreclosure action.

IN WITNESS WHEREOF, the Association has executed this Eighteenth Amendment to Declaration of Condominium of Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, on the date set forth above and certifies that the Amendment has been approved by a vote of a majority of the total votes eligible to be voted.

BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Name: Claire L. Bilby
Title: President

By: _____
Name: John M. McGowan
Title: Secretary

Disney Vacation Development, Inc. joins herein to evidence its consent to and approval of this Amendment.

DISNEY VACATION DEVELOPMENT, INC., a Florida corporation

By: _____
Name: Leigh Anne Nieman
Title: Assistant Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 14th day of March 2012, by Claire L. Bilby, as President of **BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me.

Notary Public State of Florida
J Greene
My Commission EE145178
Expires 02/10/2016

_____
(Notary Signature)

STATE OF FLORIDA)
) ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of February 2012, by John M. McGowan, as Secretary of **BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me.

_____
(Notary Signature)

Notary Public State of Florida
Fay A Golding
My Commission DD822818
Expires 11/14/2012

STATE OF FLORIDA)
) ss.
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 14th day of March 2012, by Leigh Anne Nieman, as Assistant Secretary of **DISNEY VACATION DEVELOPMENT, INC.**, a Florida corporation, on behalf of the corporation. He/She is personally known to me.

Notary Public State of Florida
J Greene
My Commission EE145178
Expires 02/10/2016

_____
(Notary Signature)

This instrument prepared by and return to:

John McGowan, Esq.
c/o Compliance Department
Disney Vacation Development, Inc.
200 Celebration Place
Celebration, Florida 34747
(407) 566-3000

DOC # 20080532595 B: 9755 P: 2234
09/08/2008 11:44:21 AM Page 1 of 35
Rec Fee: $299.00 Doc Type: CONR
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: DISNEY VACATION CLUB COMP

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (DISNEY'S CONTEMPORARY RESORT)

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made effective the 2nd day of July 2008 by **WALT DISNEY WORLD CO.**, whose address is Post Office Box 10000, Lake Buena Vista, Florida 32830-1000.

W I T N E S S E T H:

WHEREAS, Worldco (as defined in Article I below) is the owner of that certain real property located in Orange County, State of Florida, which real property is more particularly described in Exhibit A attached to this Master Declaration and by this reference incorporated in this Master Declaration; and

WHEREAS, Worldco anticipates that all or a portion of the Master Property (as defined in Article I below), as it may exist from time to time, will be subjected to the condominium form of ownership in accordance with Chapter 718, Florida Statutes, and that all or a portion of the accommodations may be subjected to a timeshare plan pursuant to Chapter 721, Florida Statutes; and

WHEREAS, Worldco anticipates that the Master Property will be developed as a multi-use master planned project containing retail, restaurant, hotel, and timeshare condominium components and the project shall also include certain Shared Areas (as defined in Article I below), including roads, support facilities, open space green belt areas and other facilities; and

WHEREAS, a portion of the Master Property currently includes an existing hotel; and

WHEREAS, the Master Property is located within the Reedy Creek Improvement District and is also an integral part of the WALT DISNEY WORLD® Resort; and

WHEREAS, Worldco desires to provide for the preservation and enhancement of the desirability and attractiveness of the Master Property; to ensure that any improvements that may be developed on the Master Property will be designed, constructed, and at all times used, operated, managed and maintained in compliance with all Applicable Laws (as defined in Article I below) and this Master Declaration and 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; to provide for the common use of and the sharing of expenses for the maintenance and repair of Shared Areas; and to permit the development of the Shared Areas and the alteration, renovation, removal, or modification of certain of the Shared Areas to integrate with, enhance and support the surrounding larger development of the Master Property and the Walt Disney World® Resort.

NOW, THEREFORE, Worldco declares that all of the Master Property shall be held, transferred, sold, conveyed, leased, mortgaged, occupied and otherwise dealt with subject to the covenants, conditions, restrictions, reservations, easements, charges and liens, as set forth in this Master Declaration (as defined in Article I below), all of which are in furtherance of the foregoing purposes. Such covenants, conditions, restrictions, reservations, easements, charges and liens shall run with the Master Property, shall be binding upon all parties having or acquiring any right, title or interest in or lien upon the Master Property, their successors, assigns and legal representatives, and shall inure to the benefit of each

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State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of the document as reflected in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER
By: Deputy Comptroller
Dated: Sept 9, 2008

COUNTY COMPTROLLER SEAL ORANGE COUNTY, FLORIDA

and every person or entity from time to time, owning or holding an interest in or lien upon the Master Property or any portion of the Master Property.

I. **DEFINITIONS.** The following words when used in this Master Declaration shall have the following meanings:

"Accommodation" means a unit used for residential occupancy purposes, whether or not declared as part of a Condominium or Timeshare Plan.

"Applicable Law" means any and all applicable statutes, common laws, judicial determinations, ordinances, requirements, orders, directions, rules and regulations having the force of law enacted or promulgated or issued by federal, state, regional, county or municipal governments or courts or by any of their respective departments, bureaus and offices or by any other governmental authorities with jurisdiction over the Master Property or the ownership, design, construction, reconstruction, alteration, renovation, restoration, replacement, zoning, use, land use, operation, management, condition (including environmental and non-environmental conditions), repair or maintenance of the Master Property. The term **"Applicable Law"** shall specifically include the laws, ordinances, requirements, orders, directions, rules and regulations of RCID, as the same may exist from time to time. Applicable Law shall be determined as it is constituted on the date this Master Declaration is recorded, unless otherwise provided in this Master Declaration.

"Architectural Review Officer or ARO" means the person or persons designated by Worldco and further described in Article IV of this Master Declaration.

"Association" means any condominium or other owners' association responsible for the maintenance and operation of any portion of the Master Property declared as Condominium Property, declared as Timeshare Property or subject to subdivision restrictions or other similar restrictive documents pursuant to which an owners' association is created. The Association shall be the only representative authorized to act on behalf of a member or members of such Association, including any Owners, with respect to the provisions of this Master Declaration. Whenever the governing board of the Association gives its acknowledgment, consent, understanding or agreement with respect to this Master Declaration, such acknowledgment, consent, understanding or agreement shall be deemed to also have been given by each member of such Association and shall be absolutely binding upon each such member. Nothing contained in this Master Declaration shall be deemed to relieve any individual member of an Association from the requirement of complying with any provision of this Master Declaration.

"Beaches" means all of the areas within the Master Property that are adjacent to Bay Lake and are used from time to time as beaches.

"Capital Improvement Expense" means a charge against each Owner and its Parcel, representing a portion of the costs incurred by Worldco for construction, installation or replacement of any capital improvement to or for any portion of the Shared Areas for which Worldco is responsible as provided in this Declaration, or any repair of such an Improvement amounting to a capital expenditure under generally accepted accounting principles, which Worldco may, from time to time, undertake pursuant to this instrument. "Construction" herein does not refer to the initial construction of any portion of the Shared Area or other Improvements.

"Chapter 718" means Chapter 718, Florida Statutes, as the same is constituted on the date that this Master Declaration is recorded in the Public Records of Orange County, Florida.

"Chapter 721" means Chapter 721, Florida Statutes, as the same is constituted on the date that this Master Declaration is recorded in the Public Records of Orange County, Florida.

"Condominium" means that form of ownership of real property, whether created on land owned in fee simple or held under lease, which is created pursuant to Chapter 718.

"Condominium Property" means any portion of the Master Property, or rights or interests in the Master Property, which is made subject to a recorded declaration of condominium in accordance with Chapter 718. If any Condominium so created is a phased Condominium, all portions of the Master Property made subject to the condominium form of ownership

by amendments or supplements to the declaration of condominium shall be deemed included within and a part of the Condominium Property, if and when such amendments or supplements are recorded.

"**Designated Facilities**" consist of such facilities as Worldco may specifically designate, from time to time, as "**Designated Facilities**" in its sole, absolute, and unfettered discretion. Such designation shall be made by the filing of record, from time to time, of an instrument referencing the provisions of this Master Declaration executed by Worldco and recorded in the Public Records of Orange County, Florida. At the time of the initial recording of this Master Declaration, the Pedestrian Bridge and the Beaches are Designated Facilities.

"**Essential Utilities**" means potable water, electricity, stormwater drainage and sanitary sewer.

"**Fourth Floor Lobby**" means the fourth floor area of the Hotel that is open to the public.

"**Ground Lease**" means and refers to any ground lease that Worldco may enter into with another entity for the purpose of leasing Worldco's interest in all or a portion of the Master Property. In such event, this Master Declaration will govern and control and shall be superior to the terms of such ground lease and such lessee, its successors, and assigns and anyone claiming through the lessee, its successors or assigns shall be governed by this Master Declaration.

"**Hotel**" means and refers to the existing, multistory, A-frame hotel building located within the Master Property on the Hotel Master Parcel, which is commonly known as and referred to as DISNEY'S CONTEMPORARY Resort.

"**Hotel Master Parcel**" means and refers to all of the Master Property except the Residential Master Parcel, and includes the Improvements located on the Hotel Master Parcel from time to time.

"**Improvements**" consist of all structures, buildings, infrastructure, and all appurtenant and related facilities, and Designated Facilities constructed and located from time to time on the Master Property, together with any and all additions to and replacements of the Master Property, and all other improvements now or hereafter located on the Master Property. Improvements shall include, but shall not be limited to, the Accommodations, Surface Water Management System, Streets and Roadways, Utility Services, fences, walls, lift stations and signage.

"**Master Declaration**" means this Master Declaration of Covenants, Conditions and Restrictions, as the same may be amended or supplemented from time to time.

"**Master Property**" means that certain real property lying and situated in Orange County, State of Florida, which real property is more particularly described in Exhibit A attached to this Master Declaration and by this reference incorporated in this Master Declaration, together with all Improvements on the Master Property. All references to the Master Property shall be deemed to apply to all portions and any portion of the Master Property whether or not such portions are separately owned, managed, or developed.

"**Master Parcel**" means each primary portion of the Master Property designated and shown in Exhibit "A" and the Improvements located thereon from time to time. The Master Property is currently divided into two (2) Master Parcels: a Residential Master Parcel and the Hotel Master Parcel.

"**Master Parcel Owner**" means the Owner of a Master Parcel.

"**Monorail Station**" means and refers to the monorail station located above the Fourth Floor of the Hotel, which is used for boarding, loading and unloading guests onto the existing monorail system.

"**Open Area**" means those areas of open space located from time to time on the Master Property and that are not included within the Improvements.

"**Owner**" means the record owner of fee title or lessee, whether one or more persons or entities, in any portion of the Master Property. Owner shall not refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any alternative in lieu of foreclosure. As to any portion of the Master Property declared as Condominium Property, declared as Timeshare Property or subject to subdivision restrictions or other similar restrictive documents pursuant to which an Association is created, such Association shall be deemed the Owner for such portion of the Master

Property; provided however, that this definition shall not relieve any member of such Association as an owner of an interest subject to the declaration of condominium, timeshare instrument or restrictive documents from complying with the restrictions and conditions set forth in this Master Declaration. Each Association shall be the only representative authorized to act on behalf of the members of such Association, including any Owners, with respect to the provisions of this Master Declaration. Whenever the governing board of the Association gives its acknowledgment, consent, understanding, or agreement with respect to this Master Declaration, or whenever any notice is served or delivered to such governing board pursuant to this Master Declaration, such acknowledgment, consent, understanding, agreement, service or delivery shall be deemed to also have been given or received by each member of the Association and shall be absolutely binding on each member.

"**Parcel**" means any portion of the Master Property.

"**Pedestrian Bridge**" means that portion of the Master Property consisting of an elevated pedestrian bridge between and connecting the Improvements located on the Residential Master Parcel and the Hotel Master Parcel, more particularly described on Exhibit "B".

"**Prohibited Deletions**" consist of those portions of the Master Property which may not be deleted from encumbrance by this Master Declaration, as provided in Paragraph 2.3.2, except as otherwise set forth in Paragraph 2.3.2.

"**RCID**" means the Reedy Creek Improvement District, a political subdivision of the State of Florida.

"**Residential Master Parcel**" means and refers to the Master Parcel identified and described on Exhibit "C" and the Improvements located thereon from time to time.

"**Residential Swimming Pools**" means and refers to the swimming pools and related adjacent facilities (pool slides, hot tubs, kiddie pools, pool chairs, interactive play areas, etc.) located on the Residential Master Parcel.

"**Rules and Regulations**" mean any rules and regulations promulgated and deemed advisable from time to time by Worldco or the ARO in their sole, absolute and unfettered discretion.

"**Shared Area Expenses**" means all costs and expenses of maintenance and operation of the Shared Areas, including the payment of insurance on the Shared Areas, and all expenses of repair, refurbishment, preservation, enhancement, or replacement of the Shared Areas including, without limitation, all Capital Improvement Expenses, and all costs of labor, equipment, materials, insurance and landscaping related to the Shared Areas including, without limitation, all Capital Improvement Expenses and all costs related to services provided to or from the Shared Areas, including, without limitation, check in/check out services, concierge and valet services, housekeeping and janitorial services.

"**Shared Areas**" means those portions of the Master Property, whether now existing or subsequently constructed, consisting of the Designated Facilities, any portions of Streets and Roadways, any Open Areas, the Beaches, the Fourth Floor Lobby, the Monorail Station, the shuffleboard courts, bocce ball courts and barbeque pavilion located or to be located on the Residential Master Parcel, any portions of security gates, entranceways, the Surface Water Management System, lift stations, piping systems, sewage collection system, water distribution systems and other utility service systems, and front desk check-in area, telephone and data transmission system and associated equipment rooms, or any other Improvements (except Accommodations) that are integral to the structure, operation, use, or enjoyment of the Master Property as determined by the ARO, in its sole, absolute, and unfettered discretion, from time to time, and any of the following systems and equipment to the extent such systems and equipment serve both Master Parcels: exterior lighting, generators, lighting protection systems, communication systems (low voltage system), electrical transmission and distribution systems, plumbing, HVAC systems and any other mechanical systems. The ARO shall have the right, in its sole, absolute, and unfettered discretion, to determine that any area (other than a Designated Facility) no longer needs to be a Shared Area. Shared Areas shall not include any facilities used for the conduct of a business, as offices, for commercial activities, or for profit-making ventures as determined by the ARO, in its sole, absolute, and unfettered discretion. No portion of the monorail system or the monorail beam shall be included as Shared Areas.

"**Streets and Roadways**" means all ingress and egress infrastructure constructed upon or across the Master Property including streets, roadways, driveways, parking areas, paths and sidewalks.

"**Surface Water Management System**" means the surface water management system located on the Master Property consisting of any swales, inlets, culverts, retention ponds, outfalls, storm drains, pump stations, connecting pipes and similar systems used in connection with the retention, drainage and control of surface water.

"**Timeshare Plan**" means a timeshare plan created pursuant to Chapter 721.

"**Timeshare Property**" means any portion of the Master Property that is made subject to a Timeshare Plan.

"**TWDC Companies**" means The Walt Disney Company, a Delaware corporation, its successors and assigns, and all of its subsidiaries.

"**Utility Services**" means any kind of utilities servicing the Master Property whatsoever, including water, natural gas, cable television, telephone service, electricity, sewage and solid waste disposal and communications (voice, video or data) and any other similar public service or convenience facility supplied to any portion of the Master Property.

"**Visible Area**" means any portion of the Improvements (including any curtain wall, facade, window shades, blinds and other window covering, roof(s), or other area of the Improvements) visible from the exterior of such Improvements.

"**Worldco**" means Walt Disney World Co., a Florida corporation, its successors and any assigns who take assignment of the rights and duties under this Master Declaration pursuant to a written instrument recorded in the Official Records of Orange County, Florida.

"**Work**" means any grading, site work, planting or removal of plants, trees, shrubs or other landscaping materials, or construction, installation or material modification of any Improvements. A modification shall be deemed material if it would involve a visible change or addition to the exterior of any Improvements if it would impact the structural integrity of any Improvement or, as to the interior of an Improvement, modifications which would not comply with the Master Declaration or Applicable Law, as it may exist from time to time. Work does not include non-structural changes to the interior of any Improvements.

II. PROPERTY SUBJECT TO THIS MASTER DECLARATION: ADDITIONS THERETO AND DELETIONS THEREFROM.

2.1 Master Property. The real property which is, and shall hereafter be, held, transferred, sold, conveyed, leased, mortgaged, occupied and otherwise dealt with subject to this Master Declaration is the Master Property.

2.2 Additions to Master Property. Worldco, from time to time, may, in its sole, absolute and unfettered discretion, cause additional real property to become subject to this Master Declaration; but under no circumstance shall Worldco be required to make such additions.

2.2.1 Other Worldco Property. No other real property owned by Worldco shall in any way be affected by or become subject to this Master Declaration, except as specifically provided for in this Master Declaration, until such time, if ever, such real property is added to the Master Property.

2.2.2 Development of Additions. Any real property to be hereafter added to the Master Property and to become subject to this Master Declaration shall be used or developed in such a manner to provide for the preservation and enhancement of the desirability and attractiveness of the overall real property subjected to this Master Declaration in the same manner as described for the Master Property.

2.2.3 Amendment to Master Declaration/Supplemental Declaration. Any additions to the Master Property authorized under this Master Declaration shall be made by the filing of record, from time to time, of an amendment to this Master Declaration or a supplemental Master Declaration of Covenants, Conditions and Restrictions, executed by Worldco, which shall extend the covenants, conditions and restrictions contained in this Master Declaration to such property. Such amended Master Declaration or supplemental Master Declaration of Covenants, Conditions and Restrictions may contain such amendments or additional provisions as Worldco may deem necessary in its sole, absolute, and unfettered

discretion. Worldco shall not be required to obtain the approval or consent of any Owner or any person claiming by, through, or under any Owner to add any property to the Master Property pursuant to this Paragraph.

2.3 Deletions from Master Property.

2.3.1 Worldco Rights. Subject to any Prohibited Deletions, Worldco may, without the consent of any Owner or any person claiming by, through, or under any Owner, at any time delete any portion of the Master Property owned by Worldco from encumbrance by this Master Declaration by executing and filing of record a Notice of Deletion from Master Declaration of Covenants, Conditions, and Restrictions. No Owner, or any entity claiming by, through, or under any Owner, shall have any right to claim detrimental reliance on this Master Declaration with regard to any portion of the Master Property deleted from these Master Restrictions by Worldco pursuant to this Paragraph.

2.3.2 Prohibited Deletions. Subject to Worldco's reserved rights in Paragraph 9.4.2 below, Worldco shall not delete, without approval of all Owners, any portion of the Master Property which deletion would result in the deletion of any Designated Facility from this Master Declaration. Worldco shall not delete, without the approval of all Owners, any portion of the Master Property which deletion would result in the elimination of all reasonable ingress and egress rights to a dedicated right of way granted pursuant to Paragraph 3.5.1 or the elimination of drainage or utility easement rights granted pursuant to Paragraph 3.4.6.

III. PROPERTY RIGHTS IN THE MASTER PROPERTY.

3.1 Title to Master Property. At the time of the recording of this Master Declaration, Worldco is the fee title holder of the entire Master Property. Nothing contained in this Master Declaration is intended to prohibit or in any manner restrict Worldco's ability to sell, transfer, convey, assign, lease, mortgage, encumber or otherwise dispose of any or all of its interest in all or a portion of the Master Property to any person. Worldco acknowledges and understands that if any portion of the Master Property is developed as a leasehold Condominium pursuant to the terms of a Ground Lease, ownership of the condominium units, undivided interests in the condominium units or timeshare interests in the condominium units shall be real property interests for the term of the Ground Lease. Nothing in this Master Declaration is intended to grant by implication any rights in or to the Master Property other than the rights specifically set forth in this Master Declaration.

3.2 Development Permitted. The Master Property may be developed for any lawful purpose, including the construction, use, operation, maintenance, repair and replacement of Improvements or Open Areas. All development of the Master Property shall be in accordance with this Master Declaration and Applicable Law. It is expressly contemplated that such development may involve the creation of a Condominium, a Timeshare Plan, or a combination of the two. The development may also involve the continued operation and further creation of commercial or other profit making ventures, as may be designated by Worldco.

3.3 Worldco Rights in the Master Property.

3.3.1 Worldco Rights. Notwithstanding anything to the contrary contained in this Declaration, or within any other agreement, document, instrument or writing, Worldco shall have and reserves unto itself non-exclusive use and access rights over, upon, under and across the Master Property (together with the right to assign all or any portion of such rights) including the right to: (i) erect, maintain, repair, replace, relocate and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, machinery, and other suitable equipment or improvement related thereto, whether public or private, used in connection with, or in any way related to, the production, transmission, conveyance, distribution or use of Utility Services, storm water, security or any other public conveniences or utilities; (ii) plant, maintain, remove, relocate or replace any trees, bushes, shrubbery or other landscaping; (iii) perform any excavation, filling, digging, earth moving or grading activities; (iv) construct, maintain, repair, replace, relocate, remove, modify, support or alter Improvements and Open Areas of every kind or nature as may be permitted by Applicable Laws and this Master Declaration, including, without limitation, a monorail, boat launch or Streets and Roadways servicing properties owned by Worldco or the TWDC Companies as part of the larger Walt Disney World® Resort transportation system; (v) landscape or otherwise do those acts necessary to maintain or enhance the aesthetic quality of the Master Property and the Improvements and Open Areas to be developed on the Master Property; (vi) locate, construct, repair, maintain, replace or relocate wells, lift stations, pumping stations, tanks and any other facilities associated therewith; (vii) take any other similar action reasonably necessary

to provide economical and safe utility installation on or about the Master Property and to maintain, at all times, high standards of health, safety and appearance; (viii) share in the license and easement rights granted to Owners pursuant to this Master Declaration; (ix) access and use, and allow its guests, invitees and licensees to access and use any Shared Area; (ix) conduct marketing, sales, and rental of Parcels owned by Worldco; (x) develop, construct, remodel, or otherwise do any and all acts necessary or desirable to develop the Master Property in any manner deemed desirable by Worldco or its designees from time to time; (xi) perform maintenance on and otherwise manage the Hotel Master Parcel in accordance with the provisions of this Master Declaration; (xii) employ or contract with a manager (which may be a TWDC Company) with respect to maintenance of the Hotel Master Parcel, and delegate its powers to committees, officers and employees; and to assign and delegate for the term of any management contract, any or all of its obligations, privileges and immunities under this Master Declaration; (xiii) control the appearance of the exterior of any Improvements located on the Master Property and the appearance of any Visible Area; and (xiv) otherwise do any and all acts necessary or desirable to develop the Master Property in any manner deemed desirable by Worldco and in Worldco's sole, absolute and unfettered discretion; provided, however, that such reservation and granting powers and rights shall not be considered to create, impose or imply any obligation of Worldco to provide any of the items listed in this Paragraph.

3.3.2 Right to Approve Name or Use of a Name. Prior to the use of any name to identify: (i) any Improvements constructed on the Master Property, including any Condominium or Timeshare Plan; (ii) any person or entity having management duties with respect to any Improvement or any portion of the Master Property, including any Association or management company or any subsidiary or affiliate of any of the foregoing; or (iii) any commercial or non-commercial venture operated on the Master Property when such venture seeks to use the names approved for use in connection with the Master Property; such name or use shall be submitted to Worldco for its approval. Worldco may approve or disapprove of the name or the use of such name in its sole, absolute and unfettered discretion, and under such terms, conditions and limitations as Worldco determines in its sole, absolute and unfettered discretion. Worldco's consent to the name or the use of such name, if given, shall be set forth in writing, and shall only apply to the specific Improvements, person or entity to whom such approval is given.

3.3.3 Right to approve Declaration of Condominium, Additional Covenants and Restrictions, or any Amendments. Prior to the recording of any declaration of condominium, additional covenants or restrictions on any portion of the Master Property, such documents shall be submitted to Worldco for its written approval, in its sole discretion, and under such terms, conditions and limitations as Worldco determines in its sole discretion. Such written approval shall be recorded with such documents.

3.3.4 Streets and Roadways. Unless required under Applicable Law, Streets and Roadways shall not be dedicated or required for public use, and such Streets and Roadways are not and will not be a part of the county system of roads; provided, however, that Worldco may, without the consent and joinder of any Owner, dedicate or grant easements to RCID or any other governmental entity for all or any part of the Streets and Roadways as to which RCID or the other governmental entity has agreed to maintain and service. The Streets and Roadways shall be the sole and exclusive property of Worldco or the Owner of the property upon which such Streets and Roadways are constructed, as applicable; provided, however, that Worldco does reserve unto itself and grant to its guests, purchasers, invitees, licensees, and domestic help, to delivery, pickup, fire protection and emergency services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by Worldco or any Owner to serve the Master Property, holders of mortgage liens on such lands and such other persons as Worldco may from time to time designate, a license and right of enjoyment for reasonable ingress and egress over and across the Streets and Roadways and to any dedicated rights of way. Nothing contained in this Master Declaration shall require Worldco or any Owner to construct any Streets and Roadways other than as Worldco or such Owner may be required by any Applicable Law, and nothing contained in this Master Declaration shall prevent the construction and maintenance of Improvements or Open Area as described above on the Master Property.

Notwithstanding anything to the contrary contained in this Master Declaration, Worldco may regulate the use of the parking areas of the Hotel Master Parcel pursuant to rules and regulations promulgated by Worldco in its sole, absolute, and unfettered discretion. Worldco shall have the right to construct and operate a security gate on the portion of the Streets and Roadways located within the Hotel Master Parcel for the purpose of regulating access to the parking spaces, and to limit such access pursuant to reasonable rules and regulations promulgated by from time to time. It is specifically

contemplated that valet parking services will be utilized and that the costs of such valet parking services will be a Shared Area Expense.

3.3.5 Water Areas. All lakes, canals, dikes, ditches or other water management, transportation or drainage facilities, including the Surface Water Management System, constructed or maintained on the Master Property shall not be dedicated or required for public use; provided, however, that Worldco may, without the consent and joinder of any Owner, dedicate or grant easements to RCID or any other governmental entity for all or any part of such facilities as to which RCID or such other governmental entity has agreed to maintain and service. It is expressly contemplated that erosion to the Shared Areas located adjacent to lakes, canals, dikes, ditches, or other water management, transportation or drainage facilities (whether on the Master Property or not) may occur and that the maintenance, repair or replacement of such Shared Areas shall be a Shared Area Expense.

3.3.6 Utilities. Worldco reserves the right to grant such easements over, upon, under and across the Master Property, without the consent of any Owners, as are reasonably necessary to enable any company to provide Utility Services to the Master Property; provided such company is franchised by RCID or Orange County, as applicable. Each Owner may grant such easements over, upon, under and across the portion of the Master Property owned by such Owner as are reasonably necessary to enable any company to provide Utility Services to the Master Property; provided such company is franchised by RCID or Orange County, as applicable. Should an Improvement be constructed such that it encroaches upon a utility easement, such Improvement shall be removed to the extent necessary to ensure the continuation of uninterrupted service and to affect the maintenance, repair or replacement of any utilities within the easement, at the cost and expense of the owner of such Improvement.

3.3.7 Signage Easements. Worldco reserves exclusive, perpetual easements for the location, installation, erection, maintenance, use, operation, repair, replacement, or removal of signs, notices, other displays, or advertising on the exterior of any Improvements constructed on the Master Property, together with non-exclusive rights of ingress to and egress as may be necessary and appropriate to exercise the easements granted in this Paragraph 3.3.7.

3.3.8 Sales and Marketing Easements. Worldco reserves non-exclusive, perpetual easements for the use, access, ingress, and egress over, through, under, over, and across the Master Property, as may be necessary and appropriate for marketing, sales, resales, and rental of units, commercial units, accommodations at other projects, or any other hospitality, realty, or consumer products, and for the purpose of leasing any accommodations that may or may not be part of the Master Property. Such rights may include the right to establish models; conduct property tours; conduct sales presentations; conduct closings; and to erect, post, maintain, and relocate signs, notices, advertisements, and other promotional information on the Master Property.

3.3.9 Rules and Regulations. Worldco or the ARO may promulgate such Rules and Regulations they deem advisable and the Owners and respective guests, lessees and invitees shall comply with said Rules and Regulations.

3.4 Shared Areas. The following provisions shall govern with respect to the use and operation of Shared Areas:

3.4.1 Easements. Non-exclusive easements are reserved in favor of Worldco and its respective guests, lessees and invitees and granted to Owners and their respective guests, lessees and invitees, across, under and through the applicable portions of the Master Property as are necessary and reasonable for access, use, support, ingress and egress and for the installation, maintenance, repair, replacement or operation of all Shared Areas. The Owners and their respective guests, lessees and invitees, shall also have a non-exclusive easement for the use and enjoyment of Shared Areas to the same extent as hotel guests staying within the Hotel Master Parcel. Notwithstanding the foregoing, (i) the Owner of the Hotel Master Parcel shall be entitled, in its sole, absolute and unfettered discretion, to (a) close and/or discontinue use of any portion of the Hotel Master Parcel, including without limitation, all or any portion of the Shared Areas (other than Designated Facilities); and (b) establish, adopt, and enforce rules and regulations governing the use of the Shared Areas; and (c) limit or deny the Owners and their respective guests, lessees or invitees access to designated portions of the Shared Areas (specifically including the right to restrict access to a limited number of users during specific hours during high occupancy periods) provided that reasonable access continues to be permitted to the Shared Areas; and

(ii) the Owners, other than the Owner of the Hotel Master Parcel, shall have no rights in or to those portions of the Hotel Master Parcel that are not Shared Areas, including, without limitation, the restaurants and bars located within the Hotel Master Parcel.

3.4.2 Encroachment Easements. Non-exclusive, perpetual easements appurtenant to each Master Parcel are reserved in favor of each Owner of a Master Parcel for minor encroachments of Improvements located on such Master Parcel in, onto, through, under or over the Shared Areas which encroachments do not interfere with the use and operation of the Shared Areas and that are created by the construction, reconstruction, renovation, settling, or shifting of the Improvements, or other causes of movement and for overhangs. In exercising the rights under this Paragraph 3.4.2, each Master Parcel Owner and its successors and assigns agree to indemnify Worldco and Owner of the Shared Areas from any losses, costs, damages, or expenses incurred by Worldco or such Owner, as the case may be, as a result of the exercise by the indemnifying party of its rights under this Paragraph 3.4.2, unless such losses, costs, damages, or expenses are incurred as a result of the gross negligence or willful misconduct of such Owner or Worldco, as the case may be, or their successors and assigns.

3.4.3 Maintenance, Repair and Replacement Easements. Non-exclusive, perpetual easements appurtenant to the Hotel Master Parcel are reserved to Worldco for access and temporary encroachments by contractors and subcontractors (and the equipment and employees thereof) in, on, or through the Shared Areas to the extent reasonably necessary for Worldco to perform general and ongoing maintenance, repair and replacement.

3.4.4 Support Easements. Worldco reserves to itself and grants to the Master Parcel Owners non-exclusive, perpetual easements appurtenant to a Master Parcel on, over, in, and through the Pedestrian Bridge and the Improvements now or hereafter constructed that constitute such Pedestrian Bridge that contribute to the structural support and integrity of the Pedestrian Bridge, including, but not limited to, contributing support provided by means of columns, caissons, beams, walls, foundations, footings, and load bearing structures.

3.4.5 Emergency Access Easements. Worldco reserves to itself (and its guests, lessees and invitees) and grants to the Master Parcel Owners (and their respective guests, lessees and invitees) non-exclusive, perpetual easements, rights, and privileges appurtenant to each Master Parcel of and for emergency ingress, egress, and access to, from, through or across the Pedestrian Bridge and those portions of each Master Parcel as may be needed for emergency access, provided the Owner of the Master Parcel utilizing the easement shall use good faith efforts to limit any emergency ingress, egress and access within the other Master Parcel to those parts of such Master Parcel which are generally available for use by the Owners and occupants of the Accommodations within such Master Parcel (i.e., the lobby area, stairwells and common hallways).

3.4.6 Utility Easements. Worldco reserves to itself and grants to the Master Parcel Owners non-exclusive, perpetual easements appurtenant to each Master Parcel of and for ingress, egress, access, passage and use on, over, and across those portions of the Master Property which contain structures, lines, pipes, conduits, and other Improvements related to Essential Utilities that serve a Master Parcel, or the easement areas appurtenant to a Master Parcel, on an exclusive or non-exclusive basis for the purposes of using the same; provided, however, in exercising the rights granted under this Paragraph 3.4.6, the Owner of a Master Parcel, and its successors and assigns agree to and do hereby indemnify the Owner of the other Master Parcel from any losses, costs, damages, and expenses incurred by Master Parcel Owner as a result of the exercise by an indemnifying party of its rights under this Paragraph 3.4.6, unless such losses, costs, damages or expenses are incurred as a result of the gross negligence or willful misconduct of Master Parcel Owner or its successors and assigns.

3.4.7 Residential Swimming Pools. Worldco reserves the right, exercisable at any time, by executing and recording an amendment to this Master Declaration, to designate and identify the Residential Swimming Pools as Shared Area in which event the Residential Swimming Pools shall be considered a Shared Area for all purposes under this Master Declaration. Such amendment to the Master Declaration may be unilaterally executed by Worldco without the consent of any Owner or mortgagee or record.

3.4.8 Improvements or Alterations. No structural improvements or alterations to a Shared Area may be made which will jeopardize the structural integrity of the Shared Area without prior written approval of the ARO and Worldco. No Owner shall alter, modify, rearrange, relocate, replace, or remove any Improvement constructed or located on any Shared Area without the prior written approval of the ARO and Worldco. Subject to the limitations imposed on Worldco as set forth in Paragraph 2.3, Worldco may alter, modify, rearrange, relocate, replace, or remove any Improvement constructed or located on Shared Areas owned by Worldco. To the extent that Worldco exercises its right to make such unilateral additions of facilities, amenities, or other similar Improvements to the Shared Areas, then such addition, alteration, modification, rearrangement, relocation, replacement, or removal shall be at Worldco's sole capital expense; provided, however, that the same may result in an increase of the Shared Area Expenses.

3.5 Grant of Easements to Owners. Each Owner shall enjoy the following non-exclusive easements over the Master Property, for as long as such Owner owns an interest in the Master Property, as appurtenances to such Owner's interest but subject to the provisions of this Master Declaration:

3.5.1 Streets and Roadways. Each Owner and their respective guests, lessees and invitees, shall have a non-exclusive easement over the Streets and Roadways and easements appurtenant thereto for the purposes of ingress and egress to and from dedicated rights of way. Each Owner and their respective guests, lessees and invitees, also shall have a non-exclusive easement for parking on any paved areas of the Master Property designated as parking areas; provided, however, that Worldco or the Owner of such parking areas shall have the right to limit the Owners' and their respective guests, lessees and invitees, parking rights to designated areas and that Worldco is entitled to all profits derived from valet parking. There shall at all times be provided paved parking areas meeting all building standards under Applicable Law for each building constructed on the Master Property including all buildings located on the Condominium Property or Timeshare Property.

3.5.2 Drainage and Utilities. Each Owner shall have a non-exclusive easement for drainage onto the Master Property pursuant to the Surface Water Management System and an easement for all necessary access for Essential Utilities over, upon, under and across the Master Property in locations acceptable to Worldco and the ARO.

3.6 Use of Easement Areas and No Liens. The Owner of property that is subject to any easements established, created, or reserved herein shall retain all right, title, and interest in and to such property subject to the easements herein established, created, or reserved incident to the fee simple estate thereof of and for any and all purposes not inconsistent with the use of the easement areas as expressly permitted herein. All Work performed by or at the request of any person in any easement area as provided herein shall be performed in a manner, which will not cause, suffer, or permit any lien, notice of lien, or claim of lien to attach to or encumber any such easement area. In the event such lien, notice of lien, or claim of lien is filed, the person at whose request the services were performed or the materials were supplied shall remove, or cause to be removed, or bond, or cause to be bonded, such lien, notice of lien, or claim of lien within fifteen (15) business days of the later of (i) the date of the filing of such lien, notice of lien, claim of lien, or (ii) demand to remove the same. If such person fails to remove, or cause to be removed, or bond, or cause to be bonded, such lien, notice of lien, or claim of lien as required herein, the Owner of the property which is the subject of the lien, notice of lien, or claim of lien, in addition to any other right or remedy it may have at law or in equity, may, but shall not be obligated to, remove such lien, notice of lien, or claim of lien by paying the amount claimed to be due. Within thirty (30) days after receiving written notice of the payment of the amount claimed to be due by such Owner, the person at whose request the services were performed or the materials were supplied shall reimburse such Owner all amounts paid by such Owner in connection with the removal of such lien, notice of lien, or claim of lien, including any and all reasonable costs and expenses (including attorney's fees) actually incurred by such Owner in conjunction with the same.

3.7 No Rights in Public Generally. The easements and rights created in this Article III do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public.

3.8 Liability for Use of Easements. The Master Parcel Owner through whom any Owner, occupant, employee, lessee, licensee or invitee is permitted to utilize the easements outlined in this Article III shall be responsible for any and all damages or violations incurred or sustained as the result of the utilization of the easements created, granted, conveyed, or reserved in this Article III by such Owner, occupant, employee, lessee, licensee or invitee.

3.9 Scope of Easements. Each of the easements created by this Master Declaration shall (unless expressly provided herein to the contrary) be perpetual in duration and shall, both as to the benefits and the burdens thereof, run with the title to, and burden the title to, the property identified in the granting or reservation of a particular easement. The easements created by this Master Declaration are subject to a general reservation and right in Worldco (i) to locate within any pedestrian access easement area so-called "street furniture" including, without limitation, trash containers, signs, directories, security desks, kiosks, benches, chairs, public art, and other similar elements of aid to pedestrians in utilizing the Improvements, so long as such "street furniture" does not materially impede pedestrian access to and from any Improvements and the visibility of Improvements is not impaired and (ii) to make changes in the configuration and location of any of the easement areas so long as (a) the width of the easement areas, pedestrian access to the easement areas, or sidewalk areas, if any, located within the easement areas, are not materially reduced; (b) the visibility of any Improvements is not materially impaired; (c) the resulting easement areas provide essentially the same benefit to the other Owners and do not materially interfere with rights that such Owners previously maintained under this Master Declaration; (d) such changes are made at no expense to the other Owners and with the minimum possible interruption and interference to the other Owners and their respective licensees; and (e) such changes do not violate any Applicable Laws.

3.10 Extent of Owners' Rights and Easements. Except as expressly provided herein to the contrary, any right and easement created by any provision of this Master Declaration shall be subject to the following:

3.10.1 The right of Worldco, without the need to obtain the approval or written assent of any other Owner, to borrow money for the purpose of improving any of the Shared Areas located on any portions of the Master Property owned by Worldco, and in furtherance thereof, to mortgage, pledge or hypothecate the such property and assessments for Shared Area Expenses as security for money borrowed or debts incurred, provided that the rights of the mortgagee or secured party in any such case shall be subordinate to the rights and easements of the Owners under this Master Declaration, including their rights in the Shared Areas and the Owners' use of such rights. Further, any assessments that are pledged or hypothecated pursuant to this Paragraph 3.10.1 shall be available for use and used only for the purpose for which assessments were levied, assessed and collected, and any such pledge or hypothecation of assessments shall be subordinate to the rights and easements of the Owners under this Master Declaration, including their rights in the Shared Areas and the Owner's use of such rights, and the rights of Owners to have the assessments for Shared Area Expenses used for the purpose for which they were levied or assessed.

3.10.2 The right of Worldco to reconstruct, replace or refinish any improvement upon or within the Shared Areas, subject to those conditions and limitations set forth elsewhere in this Declaration.

3.10.3 The right of the Worldco to restrict those portions of the Shared Areas to the use of Owners and occupants of Accommodations and invitees of Worldco as well as the right of Worldco to restrict the use of the Hotel Master Parcel to invitees of Worldco.

3.10.4 The rights and easements of Worldco and other matters provided elsewhere in this Master Declaration.

3.10.5 The right of Worldco to relocate and redefine the areas covered by such easements, subject to the specific limitations on such right set forth elsewhere in this Declaration.

3.10.6 Subject to the requirement that there be no Prohibited Deletions, the right of Worldco and the ARO to establish and enforce Rules and Regulations governing the use of such easements, and to limit or deny the Owners and their respective guests, lessees or invitees, access to designated portions of the Master Property owned by Worldco, charge use fees or otherwise regulate the use by the Owners and their respective guests, lessees and invitees, of the portions of the Master Property owned by Worldco pursuant to the Rules and Regulations; provided that Owners and their respective guests, lessees and invitees shall at all times have reasonable ingress and egress to any dedicated rights of way and use of Shared Areas.

3.10.7 The right of Worldco to suspend the enjoyment and use rights of any Owner for any period during which any monies due by the Owner under this Master Declaration remain unpaid.

3.10.8 Subject to the requirement that there be no Prohibited Deletions, the right of Worldco to transfer all or any part of its interest in the Master Property to any public agency, authority or utility company, Association, Owner or other person or entity, and subject to such conditions as Worldco determines in its sole, absolute and unfettered discretion.

3.10.9 Subject to the requirements that there be no Prohibited Deletions, the easements granted in this Master Declaration shall in no way prevent or limit Worldco's right to subsequently develop any portion of the Master Property for whatever purposes or uses Worldco chooses.

3.10.10 Unless specifically provided otherwise, the easements granted in this Master Declaration shall be non-exclusive and the Owners shall have no use priority over any other users of similar easements or over Worldco, its guests, lessees, invitees, successors and assigns.

3.10.11 All plats, restrictions, covenants, conditions, reservations, limitations, easements and other matters of record affecting the Shared Areas.

3.11 Surface Water Management System. The following provisions will govern the Surface Water Management System:

3.11.1 Worldco is responsible for operating and maintaining the Surface Water Management System.

3.11.2 Worldco shall also be responsible for successfully completing any wetland mitigation monitoring that may be required, including meeting all conditions associated with mitigation maintenance and monitoring as may be described in any surface water management permit. In addition, no construction activities may be conducted on any portion of the Surface Water Management System. The water management district has the right to take enforcement measures, including a civil action or injunction and/or penalties against Worldco to compel Worldco to correct any outstanding problems with the Surface Water Management System. If Worldco ceases to exist, all of the Master Parcel Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System in accordance with the requirements of the water management district unless and until (i) the Surface Water Management System is conveyed to a local government agency or a non-profit corporation; or (ii) an alternate entity assumes responsibility for such operation and maintenance, which is acceptable to the water management district.

3.11.3 The Surface Water Management System is a Shared Area.

3.11.4 The expenses of maintaining the Surface Water Management System will be a Shared Area Expense and is responsible for assessing and collecting fees for the operation, maintenance, and replacement of the Surface Water Management System.

3.11.5 Any amendment proposed to this Master Declaration which would affect the Surface Water Management System, conservation areas, or water management portions of Common Areas shall be submitted to the water management district for review prior to finalization of the amendment. The water management district shall determine if the proposed amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the water management district prior to the amendment of this Master Declaration.

IV. INSURANCE.

4.1 Insurance. Except as otherwise provided herein, if it is necessary to obtain a blanket property insurance policy as to any Shared Area, such insurance policy shall insure against loss or damage caused by fire and other hazards and such other risks normally covered with respect to improvements similar in construction, location and use as the Improvements on the Master Property, including all perils normally covered by the standard "Special Perils" endorsement where such is available, including vandalism and malicious mischief. Worldco, and its parent, related, affiliated and subsidiary companies, shall be included as additional insureds in any commercial general liability policy obtained by or for the benefit of any Owner, and any additional premium as a result thereof shall be the responsibility of such Owner.

4.2 Disputes. In the event of a dispute concerning the Shared Areas or as to the cause of damage or the cost of replacement, repair, operation or maintenance of any Shared Area, the ARO shall make a determination that shall be binding on the parties. If the ARO declines to make a determination as to the cause of damage or the cost of replacement, repair, operation or maintenance of any Shared Area, then an independent licensed engineer shall be retained by the disputing parties, the cost of which shall be borne equally by such parties, and whose determination shall be binding on the parties.

V. ARCHITECTURAL REVIEW AND ARCHITECTURAL REVIEW OFFICER.

5.1 Architectural Review. No Improvements shall be located, constructed, erected, installed, placed, attached, affixed, or maintained upon the Master Property, nor shall any exterior addition to, change or alteration in the Improvements, be made, nor shall any tree removal or other landscaping changes be commenced or completed until the plans and specifications showing the nature, kind, shape, height, materials, color, approximate cost and location of the same shall have been submitted to and approved by the ARO, as set forth in this Article, as to conformity of design and location to the overall theme, concept, atmosphere and extraordinarily high standards of quality associated with buildings or other improvements developed and maintained within RCID and on or adjacent to the grounds of the WALT DISNEY WORLD® Resort, as determined by the ARO in its sole, absolute and unfettered discretion. Any repair, rebuilding, alteration or reconstruction on account of casualty or other damage on the Master Property shall be in accordance with this Master Declaration and with the original design and construction for the damaged Improvements or with new plans approved by the ARO. Prior to commencing any Work on a Parcel, an Owner shall submit to the ARO, and obtain the written approval of the ARO of, detailed plans for all proposed Work. Any change in the outward appearance of any Improvement including repainting in a different color, adding decorative sculptures, wrought iron grills, or the like shall also require approval by the ARO before any Work is commenced. Disapproval of plans, specifications or location may be based upon any grounds, including purely aesthetic considerations, which the ARO, in its sole, absolute and unfettered discretion deems sufficient. If the ARO fails to approve or disapprove such design and location within one hundred twenty (120) days after the plans and specifications have been submitted to it, approval will not be required and compliance with this Paragraph will be deemed to have been granted.

5.2 Architectural Review Officer. Worldco, upon the recording of this Master Declaration, may designate one or more persons as the "**Architectural Review Officer**" or "**ARO**" in its sole, absolute, and unfettered discretion. To the extent Worldco does not so designate, Worldco may act as the ARO. Worldco may increase or decrease the number of persons who make up the composition of the ARO from time to time.

5.3 Duties and Powers. The ARO shall have the following duties and powers:

5.3.1 The ARO shall have the right to adopt, promulgate, rescind, amend and revise rules and regulations governing architectural control; provided, however, such rules and regulations shall at all times remain consistent with the provisions of this Master Declaration;

5.3.2 The ARO shall have the right of specific approval or veto in its sole, absolute and unfettered discretion, and of all architectural, engineering, platting, planning and landscaping aspects of any Improvement as well as the general plan for development of any individual tract or parcel of land within the Master Property;

5.3.3 The ARO may appoint one or more persons to make preliminary review of all applications and report recommendations to the ARO for ARO action on the recommendations, which preliminary review shall be subject to regulations and limitations as the ARO deems advisable;

5.3.4 The ARO shall consider all matters submitted for approval as to the conformity of the design and location in relation to surrounding Improvements, topography and the overall theme, concept, atmosphere and extraordinarily high standards of quality associated with improvements on or adjacent to the grounds of the WALT DISNEY WORLD® Resort, as determined by the ARO in its sole, absolute and unfettered discretion;

5.3.5 The ARO shall have the right to require the submission, for approval, of samples of building materials proposed or any other data or information necessary in its review process; and The ARO may require that a set of

plans and specifications be submitted to the ARO prior to obtaining a building permit, which set of plans and specifications shall become the property of the ARO. The work contemplated must be performed in accordance with the plans and specifications as approved.

5.4 Ownership of Plans; Modifications to Final Plans. The submitting Owner shall be the owner of the plans for all Improvements on the Owner's Parcel. The ARO shall be provided with a copy, for record purposes, of all final construction plans filed with any governmental authority. The ARO shall also be furnished with a complete set of "as-built" drawings upon the completion of construction of any Improvements. The ARO shall provide all copies in its possession of plans, "as-built" drawings, and construction plans filed with any governmental authority to Worldco, which shall maintain such plans and drawings on record for the review of any Owner. Any changes or revisions to the final plans shall be at Owner's sole cost and expense and shall be subject to the ARO's approval if such changes or revisions materially alter or modify aspects of the final plans over which the ARO had approval rights. If the nature or extent of such changes to the final plans are sufficiently material that, pursuant to Applicable Law, as it may exist from time to time, the Owner is required to submit such changes to the appropriate governmental authority for a plan revision and approval, the ARO shall be furnished with copies of any modifications to the final plans prior to submission to the governmental authority.

5.5 Enforcement. Worldco shall provide written notice of any violation of the provisions of this Master Declaration, and failure to correct the violation within fifteen (15) business days after delivery of such notice shall give rise to Worldco's right to enter upon the Master Property, make such corrections or modifications as are necessary or remove anything in violation of the provisions of this Master Declaration, and charge the cost of such corrections or modifications to the entity responsible for the violation. Should Worldco be required or elect to enforce the provisions of this Master Declaration by legal action, the reasonable attorneys' fees, other professionals' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees, other professionals' fees and costs incurred on appeal of such judicial proceedings and those incurred in all bankruptcy and probate proceedings, shall be collectible from the breaching party.

5.5.1 If any Work is performed in violation of this Article V, or if any Improvements or alterations to Improvements, or any portions of any of the foregoing, do not substantially and materially conform to the approved plans for such alterations or Improvements and such non-conformity pertains to any aspect of the Improvements that were subject to the ARO's approval rights, the same shall be removed or reconstructed by Owner at Owner's cost if so required by the ARO, in addition to, and not in limitation of the other rights and remedies of the ARO under this Master Declaration.

5.5.2 Upon written request from the ARO, an Owner shall, at its own cost and expense, remove any non conforming Improvement on or in such Owner's Parcel and restore the Parcel or Improvements to substantially the same condition as existed prior to the construction of the nonconforming Improvement or undertake Work to construct or install a conforming Improvement. Should an Owner fail to remove and restore as required within fifteen (15) days after delivery of the written request or such longer period as may be necessary to restore or construct as provided above, the ARO shall have the right, but not the obligation, and an easement to enter the Parcel, remove the nonconforming Improvement and restore the Parcel to substantially the same condition as previously existed or undertake such Work as is necessary to cause the non-conforming Improvement to conform to and be in compliance with the Master Declaration and the plans for such Improvement. Any such action shall not be deemed a trespass, and the ARO shall charge the reasonable cost of such corrections or modifications to the Owner responsible for the violation. Should the ARO be required or elect to enforce the provisions of this Paragraph 5.5.2 by legal action, the reasonable attorneys' fees, other professionals' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees, other professionals' fees and costs incurred on appeal of such judicial proceedings and those incurred in all bankruptcy and probate proceedings, shall be collectible from the breaching party. Upon demand, the Owner of the Parcel upon which the nonconforming Improvement is located shall reimburse all reasonable costs incurred by the ARO in exercising its rights under this Paragraph 5.5.2.

5.5.3 The ARO may preclude any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article V from continuing or performing any further activities within the Parcel in which such party is performing such activity; provided, however, this right shall not be utilized to preclude any Owner or its contractors, subcontractors, agents, or employees from performing further activities in the Master Property

which are in compliance with the terms and provisions of this Article V. Neither the ARC, nor its officers, directors or agents shall be held liable to any person for exercising the rights granted by this Article V.

5.6 Exculpation of Worldco and ARO. Worldco and the ARO cannot and shall not be held responsible for any loss or damage to any person arising out of the approval of any plans and specifications or designs with respect to either construction errors or non-compliance with any Applicable Law. The approval hereunder of any plans submitted to it pursuant to this Master Declaration 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 Worldco and the ARO harmless from all claims and liabilities arising therefrom. Neither the ARO, Worldco (in its capacity as the declarant hereunder but not in its capacity as the Owner of a Parcel) or their respective affiliates (nor their respective representatives, officers, directors, employees, or agents) shall have, assume or incur any responsibility for the adequacy of the plans or be subject to any liability or damages to an Owner or to any other person or party in the event such plans, or the design represented thereby, is deficient in any manner or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval, including without limitation, any violation of Applicable Law, as it may exist from time to time, or any defect in the design or construction of any building, structure or other aspect of the Improvements constructed, erected, placed or installed pursuant to or in accordance with the approved plans for such Improvements. Plans, specifications and other materials submitted to and approved by the ARO shall not be reviewed or approved for their compliance with any Applicable Law, as it may exist from time to time. An Owner, or any third party, shall not be entitled to bring and shall not bring any action, proceeding or suit against the ARO, any member of the ARC, any Owner or Worldco for the purpose of recovering any damages or other relief in connection with the approval or disapproval of such plans, specifications or other materials.

5.7 Indemnity During Construction. Each Owner that is constructing Improvements shall indemnify, protect, defend and hold Worldco, other Owners, any management company hired by the Association, and the ARO harmless from and against all claims, expenses, liabilities, loss, damage, and costs, including any actions or proceedings in connection therewith and including reasonable attorneys' and other professionals' fees, actually incurred in connection with, arising from, due to or as a result of the death of or any accident, injury, loss or damage caused to any person or loss or damage to the property of any person as shall occur on the indemnifying Owner's Parcel, to the extent such death, accident, injury, loss or damage was caused by such Owner or its agents, servants, employees, visitors, or guests, except claims that result from the gross negligence or willful misconduct of such indemnified Owner or ARO or the agents, servants, employees, visitors, or guests of such Owner or ARC.

5.8 Permits and Approvals. Each Owner that is constructing Improvements shall be responsible for obtaining all governmental permits and for filing copies of the same with the ARO prior to commencement of any Work. Such Owner shall be responsible for payment of any application, impact, tap in, deposit, hookup, connection and similar fees and charges applicable to or a prerequisite for the issuance of any governmental permits, any utility connections, or other permits, authorizations or approvals necessary to the construction, occupancy and use of the proposed Improvements. Developer, ARO and Owner shall cooperate in connection with applications for any and all such governmental permits.

5.9 Stormwater Design and Runoff. Each Master Parcel Owner shall insure that any construction on its Master Parcel complies with all conditions imposed by any stormwater discharge permits applicable to such Master Parcel and/or the Master Property as a whole and shall employ best management practices during construction to prevent runoff sedimentation.

VI. REQUIREMENTS REGARDING OPERATION, MANAGEMENT AND MAINTENANCE OF OPEN AREAS, SHARED AREAS AND IMPROVEMENTS.

6.1 General Intent. It shall be the intent and purpose of this Master Declaration to preserve and enhance the desirability and attractiveness of the Master Property and to ensure that all permitted development on the Master Property will be designed, constructed and at all times operated, managed and maintained in compliance with all Applicable Laws and this Master Declaration and in conformity with the overall theme, concept, atmosphere and extraordinarily high standards of quality associated with the WALT DISNEY WORLD® Resort, as determined by the ARO and Worldco in their sole, absolute and unfettered discretion. In this regard, Open Areas, Shared Areas and Improvements will be subject, at a

minimum, to the standards set forth in this Master Declaration and to such standards as are applied to resort hotels in the WALT DISNEY WORLD® Resort. The ARO and Worldco shall have the right to require all Owners to comply with established maintenance, repair, replacement and management standards which are in effect at other resort hotels in the WALT DISNEY WORLD® Resort, as determined in their sole, absolute and unfettered discretion.

6.2 Open Areas and Improvements. In order to (i) fulfill the terms, provisions, covenants, conditions and restrictions contained in this Master Declaration and (ii) ensure that the Master Property is managed and maintained for the best recreation, use, enjoyment, welfare and benefit of Worldco or any Owner, there is imposed upon the persons or entities charged with the responsibility of operating, managing and maintaining the Open Areas, Shared Areas and Improvements developed on the Master Property, the specific duty and obligation to perform the following:

6.2.1 Maintain and care for the Open Areas so that such Open Areas are at all times neat, presentable and attractive, including completing such routine tasks as planting new flowers and shrubs, grass cutting, tree and plant trimming, sprinkling, fertilizing, spraying and the like and keeping the landscaped portion of the Open Areas free of weeds, tall grass, undergrowth, dead trees, dangerous or dead tree limbs, weeds, trash and rubbish, and any other unsightly objects, which such tasks may be required by the ARO to be performed on a daily basis;

6.2.2 Maintain, preserve and protect those portions of the Master Property designated or used for water transportation, water management and drainage purposes including, without limitation, maintenance and operation of the Surface Water Management System and any Improvements established within such areas and any efforts to control the levels of, chemically treat or otherwise alter any waters on the Master Property;

6.2.3 Maintain, operate, repair, alter, renovate, reconstruct and replace any and all Improvements placed or erected upon the Master Property so that such Improvements are at all times in good, clean, attractive and sanitary condition, order and repair; and Maintain, operate, repair, alter, renovate, reconstruct and replace any and all Shared Areas so that such Shared Areas are at all times in good, clean, attractive and sanitary condition, order and repair and do not become in such a state of disrepair that the structural integrity of the Shared Area is jeopardized or that the appearance of the Shared Area becomes inconsistent with the surrounding area or the standard of care required under this Master Declaration. Any Shared Area that is partially or totally destroyed or damaged must be repaired or reconstructed except as ARO and Worldco agree otherwise.

6.3 Safety Standards. Nothing contained in this Master Declaration is intended to set any acceptable minimum safety or welfare standards and it shall remain the sole responsibility of the persons or entities charged with the responsibility for the operation, management, repair and maintenance of any portion of the Master Property to determine the minimum levels of safety or welfare standards for the Master Property or the relevant portions of the Master Property, which shall not be inconsistent with the provisions of this Master Declaration.

6.4 Responsibility for Operation, Management and Maintenance. The responsibility to care for, operate, maintain, repair, replace, alter, renovate, reconstruct, preserve and protect any Shared Area or Improvement not constituting a Shared Area shall be the responsibility of Worldco or if Worldco has conveyed or leased such Shared Area or Improvement or the Master Property underlying such Shared Area or Improvement, then the Owner of such Shared Area or Improvement shall have that responsibility. It shall be the responsibility of the applicable Association to care for, operate, maintain, repair, replace, alter, renovate, reconstruct, preserve, and protect any Shared Area or other Improvement located on Condominium Property or Timeshare Property. If all or any portion of any Shared Area or Improvement is not cared for or operated as required by this Master Declaration, Worldco and each Owner shall have the right to enforce compliance with the requirements of this Master Declaration in the manner reserved for enforcement of the provisions of this Master Declaration as set forth in this Master Declaration.

6.5 Minimize Interference. All activities by or on behalf of any Owner in the use and occupancy of such Owner's Parcel, including, without limitation, maintenance repairs, replacement, alterations, renovation, reconstruction, or other work, shall be performed, insofar as possible, in a manner which minimizes interference with the use of any other Parcel.

6.6 Professional Management. In order to discharge any additional duties or obligations imposed under this Master Declaration, Worldco, any Owner or such other persons or entities which are, from time to time, charged with or responsible for the operation, management and maintenance of all or any portion of the Master Property may delegate all or any portion of such party's obligations to a professional management company, which may include a subsidiary or an affiliate of Worldco.

VII. EXPENSES.

7.1 Expenses Associated with Non-Shared Areas. Worldco or any Owner, as the case may be, shall be solely responsible for the expenses associated with the care, maintenance, reconstruction, restoration or repair contemplated under this Master Declaration of all Open Areas or Improvements developed, constructed or maintained on the portion of the Master Property owned by Worldco or such Owner, except as limited below by Paragraph 7.2 for the Shared Areas.

7.2 Shared Area Expenses. Worldco and each Owner, by the acceptance of a conveyance of all or a portion of the Master Property, covenants and agrees to share in the Shared Area Expenses to be fixed and collected from time to time as hereinafter provided. In the event Worldco enters into a Ground Lease for all or a portion of the Master Property, then Worldco hereby assigns its rights pursuant to this Paragraph 7.2 (including, without limitation, Worldco's rights to determine and collect Shared Area Expenses and to lien and foreclose the lien in the event of non-payment of such Shared Area Expenses) to such ground lessee; provided, however, that such ground lessee shall not further assign any such rights without Worldco's prior written consent which may be granted or withheld in Worldco's sole, absolute and unfettered discretion.

7.2.1 Determination of Shared Area Expenses. Shared Area Expenses will be determined on an annual basis by Worldco and shall be used exclusively for the payment of the costs and expenses associated with the maintenance, operation, repair, replacement and refurbishment of the Shared Areas. The Shared Area Expenses shall be apportioned between Owners in accordance with an allocation methodology that reasonably allocates in an equitable manner the Shared Area Expenses between all Owners, as determined by Worldco in its sole, absolute and unfettered discretion. Any one or more of the following allocation methodologies may be used by Worldco in its sole, absolute and unfettered discretion: (i) number of arrivals; (ii) occupancy rates; (ii) room nights; (iii) guest population; (iv) square footage of Accommodations; (v) number of Accommodations declared in any Timeshare Property; (vi) labor hours incurred in serving the Parcels; (vii) number of employees engaged to manage/operate the Parcels; and (viii) number of housekeeping hours incurred in maintaining the Parcels. In addition, Worldco may use, in its sole, absolute and unfettered discretion, different allocation methodologies to allocate different components of the Share Area Expenses. Any other allocation methodology may be used by Worldco if, in Worldco's reasonable judgment, such allocation methodology allocates the Shared Area Expenses in an equitable manner. The calculations of each Owner's share of the Shared Area Expense shall be made in accordance with generally accepted accounting principles. Notwithstanding the foregoing, because the Pedestrian Bridge is intended to be primarily accessed by the users of the Residential Master Parcel (and will have key-card controlled access), the Residential Master Parcel Owners shall be allocated, and responsible for payment of, 100% of the Shared Area Expenses related to the Pedestrian Bridge.

7.2.2 Additional Shared Area Expenses. In addition to the annual Shared Area Expenses authorized by this Paragraph, additional Shared Area Expenses may be required in any given year for the purpose of defraying, in whole or in part, any unexpected Shared Area Expense or the expense arising out of any construction or reconstruction (net of insurance proceeds after a casualty loss), refurbishment, renovation or unexpected repair or replacement of a Shared Area.

7.2.3 Annual Surplus or Deficit. Any monies collected in a given year in excess of Shared Area Expenses shall be carried forward and applied to the Shared Area Expenses of the next year. Any deficits incurred in a given year, which deficits are not eliminated by additional Shared Area Expenses, will be carried forward and included in the Shared Area Expenses charged for the next year.

7.2.4 Creation of Lien and Personal Obligation for Shared Area Expenses. The Shared Area Expenses, together with such interest on the Shared Area Expenses and costs of collection of the Shared Area Expenses, as provided below, shall be a lien against the property of any Owner obligated to pay a share of the Shared Area Expenses

pursuant to this Master Declaration, and shall also be the personal obligation of the person who was the Owner of such property at the time when the Shared Area Expense was due. When any portion of the Master Property has been declared as Condominium Property or Timeshare Property, the Shared Area Expenses shall be a common expense of the Condominium or Timeshare Plan and the Association responsible for managing the Condominium Property or Timeshare Property shall be responsible for collecting and remitting the share of the Shared Area Expenses due from the members of the Association. While each member shall be responsible for the payment of his or her share of the Shared Area Expenses, the failure of any member to pay his or her share of the Shared Area Expenses shall not relieve the Association from the obligation to timely pay the entire amount of the Shared Area Expenses due from the members of the Association.

7.2.5 Effect of Nonpayment.

a Personal Obligation of Owner; the Lien. If an Owner's share of the Shared Area Expenses are not paid when due, then such obligation shall become delinquent and shall, together with interest and the costs of collection on such obligation as provided below, become a continuing lien on the Owner's property which shall bind such property in the hands of the then Owner, and such Owner's heirs, successors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such obligation, however, shall remain such Owner's personal obligation.

b Remedies. If an Owner's share of the Shared Area Expenses is not paid within thirty (30) days after the delinquency date, the obligation shall bear interest from the date of delinquency at the maximum rate permitted by Florida law. Worldco may bring an action at law against the Owner personally obligated to pay the same or in equity to foreclose the lien against the property, and there shall be added to the amount of such obligation the costs of collection including the preparing and filing the complaint in any such action. If a judgment is obtained, such judgment shall include interest on the obligation as above provided and a reasonable attorneys' fee or other professionals' fees, including those incurred in all probate and bankruptcy proceedings, to be fixed by the court together with the costs of the action.

c Association's Responsibility. Each Association shall be responsible for the administration and collection of the share of Shared Area Expenses due from members of such Association together with applicable interest, late charges and costs of collection (including costs and reasonable attorneys' fees and other professionals' fees), and such obligation, if not timely paid, shall be secured by a lien against the Condominium Property or Timeshare Property (as applicable). Worldco shall have the power to perfect and to foreclose said lien in the manner generally provided for such perfection and foreclosure against real and personal property, respectively, by Florida law. The Association shall collect Shared Area Expense obligations from their members as common expenses in the same manner and at the same time as they collect other common expenses from their members. The Association may utilize all the provisions of their respective declarations and exhibits thereto which pertain to the assessment and collection of common expenses of the Condominium Property or Timeshare Property when collecting Shared Area Expenses payable hereunder.

d No Avoidance of Shared Area Expenses. The liability for Shared Area Expenses may not be avoided by waiver of the use or enjoyment of the Master Property or by the abandonment of the Owner's property.

7.2.6 Subordination of the Lien to Mortgages. The lien provided for in this Master Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed upon any portion of the Master Property by a Mortgagee; provided, however, that such subordination shall apply only to the obligations which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Shared Area Expense obligation thereafter becoming due, nor from the lien of any such subsequent obligation.

VIII. **GENERAL RESTRICTIONS.** In order to preserve and enhance the desirability and attractiveness of the Master Property and in furtherance of the general intent of this Master Declaration, the following general restrictions shall be applicable to the Master Property:

8.1 Permitted Use. The Master Property may be used from time to time during the term of this Master Declaration for any lawful purpose, subject to the provisions of this Master Declaration. It is expressly contemplated that all

or a portion of the Master Property may be utilized for commercial purposes or may be declared as part of a Condominium, as part of a Timeshare Plan or as part of both.

8.2 Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise, undertaken within any portion of the Master Property without the specific consent of Worldco. Activities of Worldco or any Owner in dredging any lakes; creating, excavating or maintaining the Surface Water Management System, drainage or other facilities or easements; or installing wells, pumps or sprinkler systems for any portion of the Master Property, in compliance with Applicable Laws, shall not be deemed a mining, quarrying or drilling activity as contemplated in this Paragraph 8.2.

8.3 Litter. In order to preserve the attractiveness and desirability of the Master Property and to more fully integrate its overall appearance with that of the WALT DISNEY WORLD® Resort, no garbage, trash, refuse, waste or rubbish shall be deposited, dumped or kept upon the Master Property except in closed containers, dumpsters or other garbage collection facilities suitable for such use and in compliance with all Applicable Laws. All centrally located containers, dumpsters and other garbage collection facilities shall be screened from view of casual passersby and shall at all times be kept in a clean condition with no noxious or offensive odors emanating therefrom. Individual waste receptacles located throughout the Master Property shall be designed and maintained in conformity with the overall care and maintenance standards set forth in this Master Declaration and in conformity with the standards of the WALT DISNEY WORLD® Resort, as determined by the ARO in its sole, absolute and unfettered discretion.

8.4 Signs.

8.4.1 No Signs. No sign shall be displayed or placed upon the Master Property by any Owner (other than Worldco), or Owner's guest, invitee or lessee without the prior written consent of the ARO.

8.4.2 Worldco Rights. Nothing contained in this Master Declaration shall prevent Worldco or any person designated by Worldco, from erecting or maintaining or allowing such commercial and display signs for development, sales, management or other purposes, provided such are in compliance with Applicable Law.

8.5 Aerials. No exterior radio or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, shall be erected on the Master Property, without the prior written approval of the ARO.

8.6 Electrical Interference. No electrical or electromagnetic signals, machinery, devices or apparatus of any sort shall be used or maintained on the Master Property which causes interference with any television or radio reception received or broadcast on any other portion of the Master Property or the WALT DISNEY WORLD® Resort without the approval of Worldco.

8.7 Household Pets and Livestock. No animals, household pets, livestock, or poultry of any kind shall be raised, bred, or kept on the Master Property unless approved by Worldco. This Paragraph shall not apply to service animals as defined by the Americans with Disabilities Act.

8.8 Nuisances and Trespassing. No illegal, obnoxious or offensive activity shall be permitted or committed on any part of the Master Property, nor shall anything be permitted or done on the Master Property which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to persons at or about the Master Property or the WALT DISNEY WORLD® Resort. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Master Property. No fires for the burning of trash, leaves, clipping or other debris or refuse shall be permitted on any part of the Master Property except as required to develop all or a portion of the Master Property and as permitted by Applicable Law. It is expressly contemplated that the construction of Improvements as contemplated in Paragraph 3.3.1 may result in noise or light levels in excess of levels typically occurring in areas consisting solely of residential Accommodations and may result in an obstruction of views. Nothing contained in this Master Declaration shall be deemed to prohibit such construction. It is expressly contemplated that portions of the Master Property and properties nearby the Master Property may be operated as commercial spaces containing hotels, restaurants, entertainment complexes or other public establishments which may have nighttime hours of operation and which may result in noise or light levels in excess of levels typically occurring in areas consisting solely of residential Accommodations,

including, without limitation, fireworks and concerts. Nothing contained within this Master Declaration shall be deemed to prohibit such commercial activity.

8.9 Subdividing. Worldco shall have the right in its sole, absolute and unfettered discretion to cause or permit the subdivision, platting or division of all or any part of the Master Property, subject to this Master Declaration and Applicable Law. No portion of the Master Property shall be subdivided, platted or divided by any persons claiming an interest in the Master Property by, through or under any Owner, without the prior written consent of Worldco.

8.10 No Chain-Link Fences. The installation of chain-link fences on the Master Property is prohibited, except temporarily in connection with construction work related to the development of the Master Property or with the approval of the ARO.

8.11 Casualties. If any Improvements are damaged or destroyed by fire, casualty or otherwise, the Owner or Owners of such Improvements shall promptly clear all debris resulting therefrom, and commence either to rebuild or repair the damaged or destroyed Improvements in accordance with the terms and provisions of this Master Declaration, or in the case of Open Areas, to grass over and landscape the land in a manner consistent with their pre-casualty condition and the surrounding area. If the Owner or Owners decide not to rebuild destroyed Improvements, the land previously underlying such Improvements shall be developed and maintained as Open Areas in accordance with this Master Declaration.

8.12 Repair, Rebuilding, Alteration and Reconstruction. Any repair, rebuilding, alteration or reconstruction on account of casualty or other damage on the Master Property shall be in accordance with this Master Declaration and with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the ARO.

8.13 Vehicular Parking. No vehicle shall be parked on any part of the Master Property, except on areas designed for parking. No commercial vehicles shall be parked on the Master Property, except those present on business or with the approval of Worldco. No inoperative automobiles, trucks, trailers or other types of vehicles shall be allowed to remain on or adjacent to any portion of the Master Property for a period in excess of forty-eight (48) hours without the prior written approval of Worldco, unless concealed from public view. Nothing contained in this Paragraph shall prohibit the parking of trailers, mobile homes or other temporary structures to be used as field construction offices by contractors in connection with construction work for the development of the Master Property.

8.14 Accessory Structures. No tent, shack, garage, trailer, barn or other temporary or accessory structures shall at any time be erected and used temporarily or permanently as a residence or for any other purpose, except as approved by the ARO; provided, however, temporary structures, mobile homes or field construction offices may be used by contractors in connection with construction work for the development of the Master Property, and other temporary or accessory structures may be used during time of emergency caused by fire or other casualty.

8.15 Hazardous Materials and Waste. In order to preserve and enhance the beauty, use and enjoyment of the Master Property, there shall be no possession, storage, use or handling of any hazardous materials on the Master Property, except in compliance with Applicable Law. To the extent that any hazardous waste is generated on or at the Master Property during the term of this Master Declaration, whether as a result of ongoing business or recreational activities or as a result of cleanup or remedial activities, it shall be the sole obligation of Worldco, the Owner, the management company or other person generating the hazardous waste to comply with Applicable Law relating to the generation, temporary collection and offsite disposition of any such hazardous waste.

8.16 Rules and Regulations. Worldco may, from time to time, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Master Property, with or without the consent of any other person. Worldco may exempt certain Owners, Improvements, or portions of the Master Property from the use, restrictions, and rules and regulations applicable to the Master Property.

8.17 No Domiciliary Intent. No person or party may enter, stay or dwell upon or about the Master Property or any Accommodation constructed on the Master Property with the intent or desire to be or become a legal domiciliary of the State of Florida or any political subdivision of the State of Florida (including the RCID), and all such persons or parties shall

and do waive, release and remise any such intent or desire. No person or party may enter, stay or dwell upon or about the Master Property or any Accommodation constructed on the Master Property with the intent that the same shall be or become that person's or party's principal dwelling, and such person or party shall maintain a principal dwelling at all times at a location other than within the confines of the RCID.

IX. AMENDMENT OF THIS MASTER DECLARATION.

9.1 By Worldco as to all Master Property. Except as otherwise provided in this Master Declaration, no amendment may be made to this Master Declaration by Worldco as to all or any portion of the Master Property without the prior written consent of all Owners and mortgagees of record if such amendment would prejudice or impair to any material extent the rights of the Owners as a whole. Notwithstanding the foregoing, Worldco may amend this Master Declaration, at any time and from time to time, as to all or any portion of the Master Property unilaterally and without the consent of any Owner or other person claiming an interest in the Master Property by, through or under any Owner in the following situations: if such amendment is necessary to bring any provision of this Master Declaration into compliance with any Applicable Law; if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any property subject to this Master Declaration; if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans encumbering any property subject to this Master Declaration; if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans encumbering any property subject to this Master Declaration; if such amendment is necessary for the purpose of curing any error, ambiguity in or inconsistency between or among the provisions contained in this Master Declaration; if such amendment is necessary to allow the development or expansion of the Condominium Property or Timeshare Plan; to allow the development of other residential accommodations or commercial or other profit-making ventures as contemplated under this Master Declaration; or if Worldco determines such amendment is necessary; provided, however, that such amendment does not prejudice or impair to any material extent the rights of the Owners as a whole.

9.2 By Worldco as to Portions of Master Property Held by Worldco. For so long as Worldco holds fee title in any portion of the Master Property, Worldco shall have and reserves to itself, in addition to those rights specified in Paragraph 8.1. above, the sole and exclusive right with regard to such portions of the Master Property held by Worldco to take the following actions at any time and from time to time unilaterally and without the consent of any Owner or any other person claiming an interest in the Master Property by, through or under any Owner:

9.2.1 To amend, modify or grant exceptions or variances from any of the use restrictions set forth in this Master Declaration.

9.2.2 To add or delete portions of the Master Property as otherwise provided in this Master Declaration.

9.2.3 To include in any contract, deed, lease agreement or other instrument hereafter made, any additional covenants, conditions and restrictions deemed desirable by Worldco.

9.3 By an Owner as to Portions of the Master Property Not Held by Worldco. This Master Declaration may be amended by any Owner, as may be required from time to time; provided, however, that no such amendment shall be effective without the prior written consent of Worldco and all other Owners and mortgagees of record.

9.4 Designated Facilities, Ingress and Egress Easement, and Drainage and Utility Easement.

9.4.1 Neither Worldco nor any Owner shall amend this Master Declaration, without approval of Worldco and all Owners, if such amendment would result in the elimination of: (i) access, use, or enjoyment of any Designated Facility from this Master Declaration, subject to rules and regulations as are deemed advisable from time to time by Worldco in its sole, absolute, and unfettered discretion, and subject to Worldco's reserved rights set forth in Paragraph 9.4.2; (ii) all reasonable ingress and egress rights to a dedicated right of way granted pursuant to Paragraph 3.5.1; or (iii) drainage and utility easement rights granted pursuant to Paragraph 3.5.2. No Owner shall alter, modify, rearrange, relocate, or replace any Designated Facility without the approval of Worldco.

9.4.2 Notwithstanding any provision in this Master Declaration to the contrary, Worldco may, at Worldco's expense, alter, modify, rearrange, relocate, replace, or remove any Designated Facility; provided, however, no amendment may, without the approval of all Owners, result in the alteration, modification, rearrangement, relocation, or replacement of the Designated Facility in such a manner that such Designated Facility or any replacement Designated Facility no longer provides substantially the same use, function, or experience as the existing Designated Facility, as Worldco determines in its sole, absolute, and unfettered discretion.

9.5 Recording of Amendments or Supplements; No Reliance. Any amendment or supplement to this Master Declaration shall become effective immediately upon recordation in the Public Records of Orange County, Florida, or otherwise as permitted in this Master Declaration. No Owner or any persons claiming by, through, or under any Owner shall have any right to claim detrimental reliance upon this Master Declaration with regard to any amendments to this Master Declaration affected by Worldco pursuant to this Article.

X. REMEDIES.

10.1 Violations. Worldco, any Owner or any Association shall each have the right to enforce, by proceeding at law or in equity, whether in an action for damages, injunctive relief or both, all covenants, conditions, restrictions, reservations, easements, charges and liens now or hereafter imposed by the provisions of this Master Declaration. In addition to the enforcement provisions provided in this Master Declaration, whenever there shall have been built, or there shall exist on the Master Property, or any portion of it, any Improvement or condition which is in violation of this Master Declaration, Worldco shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove, reconstruct or repair, or remedy the same, all at the expense of the person responsible therefor, which expense shall be due and payable by such person to Worldco on demand. Such entry and abatement or removal shall not be deemed a trespass or make Worldco liable in any way to any person, firm, corporation or other entity for any damages on account of such entry, abatement or removal. All costs incurred in abating or removing, reconstructing or repairing or remedying as contemplated in this Paragraph shall become a charge and continuing lien against the non-complying party's interest, if any, in the Master Property as well as an individual and personal obligation of such breaching party.

10.2 Easement for Enforcement. In furtherance of the enforcement provisions provided for in this Master Declaration, Worldco reserves an easement over the Master Property for the purpose of enforcing the provisions in this Master Declaration, and may go upon any portion of the Master Property to remove or remedy any violations of these provisions. If Worldco, after notice to a person of any violation and such person's continued failure to cure the same, does in fact exercise its right to cure violations, all costs incident to said action by Worldco shall become a charge and continuing lien against the non-complying party's interest, if any, in the Master Property as well as an individual and personal obligation of such breaching person. Nothing in this Paragraph shall be construed to require Worldco to take any action.

10.3 Costs of Enforcement. Should Worldco, any Owner or any Association find it necessary to employ an attorney or institute legal action against any party to enforce any provisions of this Master Declaration, the non-complying party shall pay all costs in connection with such action, including court costs and reasonable attorneys' fees and other professionals' fees for pretrial, trial, and appellate proceedings, whether or not judicial proceedings are involved and including those incurred in any bankruptcy or probate proceedings. All such costs shall become a charge and continuing lien against the non-complying party's interest, if any, in the Master Property, as well as an individual and personal obligation of such breaching party.

XI. MISCELLANEOUS.

11.1 Approvals. Wherever the consent or approval of Worldco or any Owner is required to be obtained, no act requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the required approval has been submitted to Worldco or such Owner, as applicable. Unless specified to the contrary, if Worldco or the Owner fails to act on any such written request within the period required for response or, if no response period is provided, within sixty (60) days after the same has been submitted to it, the consent or approval of Worldco or the Owner to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no act shall be

taken by or on behalf of the person or persons submitting such written request that violates any of the provisions of this Master Declaration.

11.2 Limited Effect of Certain Liens and Encumbrances.

11.2.1 Worldco's Interest. Worldco's interest in the Master Property shall not be subjected to liens or encumbrances of any nature, including mortgages, mechanics' and materialman's liens or other liens arising pursuant to Applicable Law, by reason of any act or omission of any other person, including the construction, alteration, repair, renovation, restoration, replacement or reconstruction of any Improvements on the Master Property or any other act or omission by or on behalf of any Owner or Association or any person claiming by, through, or under an Owner or Association. All persons dealing with any Owner, any Association or any person claiming by, through, or under any Owner or any Association are placed on notice that such persons shall not look to Worldco's credit or assets for payment or satisfaction of any obligations incurred in connection with such construction, alteration, repair, restoration, replacement or reconstruction. No person other than Worldco itself has the power, right or authority to subject Worldco's interest in the Master Property or in any Improvements to any mortgage, mechanic's or materialman's lien or claim of lien. If a lien, a claim of lien or an order for the payment of money shall be imposed against the Master Property or any Improvements on the Master Property on account of work performed, or alleged to have been performed, for or on behalf of an Owner, Association or any person claiming by, through, or under an Owner or Association, the person for or on behalf of which the work was performed or alleged to have been performed shall, within thirty (30) days after written notice of the imposition of such lien, claim or order, cause the Master Property and the Improvements to be released from such lien, claim or order by the payment of the obligation secured thereby or by furnishing a bond or by any other method prescribed or permitted by Applicable Law. If a lien is released, the person obtaining the release shall thereupon furnish Worldco with a written instrument of release or otherwise in form for recording in the office of the Clerk of the Circuit Court, Orange County, Florida, or other applicable public records, sufficient to establish the release as a matter of record.

11.2.2 Right to Contest Liens. Worldco, any Owner, any Association or any person claiming by, through, or under Worldco, any Owner or any Association, as applicable, may, at its option, contest the validity of any lien or claim of lien if such person shall have first posted an appropriate and sufficient bond in favor of the claimant or paid the appropriate sum into court, if permitted by law, and thereby obtained the release of the Master Property and the improvements from such lien. If judgment is obtained by the claimant of any lien, such person shall pay the same immediately after the time for appeal from such judgment has expired without appeal having been taken or after such judgment has otherwise become final. Such person shall, at its own expense, defend the interests of itself and Worldco in any and all such suits; provided, however, that Worldco may, at its election, engage its own counsel and assert its own defenses, in which event such person shall cooperate with Worldco and make available to Worldco all information and data which Worldco deems necessary or desirable for such defense.

11.2.3 Notice of Commencement. Prior to commencement of any work by or on behalf of Worldco, an Owner or Association on the Master Property for which a Notice of Commencement is required pursuant to Applicable Law, Worldco, the Owner, Association or the person causing the work to be commenced shall record such a notice in the office of the Clerk of the Circuit Court, Orange County, Florida in accordance with Applicable Law.

11.3 Taxes and Assessments. During the term of this Master Declaration, Worldco or each Owner (or an Association on behalf of Owners), as applicable, shall timely pay and discharge, or shall arrange for the timely payment or discharge of, all taxes (including sales and use taxes on rents), property taxes and assessments and other RCID or other governmental impositions and charges of every kind and nature whatsoever, which shall or may during the term be charged, laid, levied, assessed, imposed, become due and payable or liens upon, or that arise in connection with the use, occupancy or possession of, or grow due or payable out of or for, the portion of the Master Property owned by Worldco or such Owner or any interest in the Master Property, so that no such liens, charges, assessments or impositions shall be payable by Worldco or any other Owner (or any Association on behalf of Owners) by virtue of its interest in the Master Property.

11.4 Condemnation.

11.4.1 Right to Terminate Master Declaration. If the Master Property or any Improvements shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu of eminent domain, or if a portion of the Master Property or the Improvements shall be so taken or condemned that the portion remaining is not sufficient and suitable for any other use permitted by this Master Declaration, then, with the consent of Worldco, this Master Declaration shall cease and terminate as of the date on which the condemning authority takes possession.

11.4.2 Continuation of Master Declaration. If a portion of the Master Property or the Improvements is taken, and the remaining portion can be adapted and used for the conduct of Worldco or an Owner's operations, then this Master Declaration shall continue in full force and effect as to the remaining portion.

11.4.3 Temporary Taking. If the temporary use (but not title) of the Master Property or any Improvements is taken, this Master Declaration shall remain in full force and effect.

11.4.4 Judicial Determination. If any interested party cannot agree in respect of any matters to be determined under this Paragraph, a determination shall be requested of the court having jurisdiction over the taking, and if said court will not accept such matters for determination, any party may have the matters determined by a court having jurisdiction over the parties.

11.4.5 Condemnation of Condominium Property or Timeshare Property. The provisions of Paragraphs 11.4.1. through 11.4.4. above shall not apply to any portion of the Master Property which becomes a part of the Condominium Property or Timeshare Property. The declaration of condominium shall provide for the circumstances under which the units and common elements of the Condominium Property or Timeshare Property if taken or condemned for public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu of eminent domain, shall be reconstructed, or the circumstances under which the Condominium Property or Timeshare Property shall be terminated as a result of such taking or condemnation, and the provisions of the declaration of condominium shall control the disposition of proceeds received as a result of such taking or condemnation. This Master Declaration shall only terminate as to the Condominium Property or Timeshare Property, with Worldco's prior written consent and to the extent that the Condominium Property or Timeshare Property is not reconstructed in accordance with the declaration of condominium and the land remaining is not sufficient and suitable for any other use permitted by this Master Declaration.

11.5 Force Majeure. If the performance by any person obligated under this Master Declaration (excluding monetary obligations) is limited, delayed or prevented in whole or in part by Applicable Law or action adopted or taken by any federal, state or local governmental authority (including RCID), and not attributable to an act or omission of said party, or by any Acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within said party's control, whether or not specifically mentioned in this Master Declaration, said person shall be excused, discharged and released of performance to the extent such performance or obligation (excluding any monetary obligation) is so limited, delayed or prevented by such occurrence without liability of any kind.

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

11.7 Termination. Unless sooner terminated as provided in this Master Declaration, this Master Declaration shall run with and bind the land until Worldco and all Owners owning an interest in all or a portion of the Master Property (including Worldco is applicable) agree in writing that it shall terminate or until January 31, 2057, whichever shall occur earlier.

11.8 No Representations. Each Owner shall inspect and examine the Master Property and shall not rely on any representations or warranties as to the condition of the Master Property (except with respect to any express representations or warranties that Worldco may provide in a writing signed by Worldco authorizing reliance). Prior to the commencement of any construction on the Master Property, an Owner shall conduct such tests of the subsurface and soil conditions as the Owner may deem necessary or desirable to ascertain the existence of any hazards as well as the suitability of the Master Property for the contemplated development and shall furnish such fill and take such other steps as may be required prior to the commencement of construction, all in accordance with Applicable Laws. Worldco 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 Master 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.

11.9 Notices. Except as may be otherwise provided in this Master Declaration, any notice, demand, request, consent, approval or communication under this Master Declaration shall be in writing and shall be deemed duly given or made: (i) when deposited, postage prepaid, in the United States mail, certified or registered mail with a return receipt requested, addressed to the person at the last known address of the person; (ii) when delivered personally to the person at the last known address of the person; (iii) when deposited with a reliable overnight courier service, fee prepaid, with receipt of confirmation requested, addressed to the person at the last known address; or (iv) when delivered by facsimile transmission with confirmed receipt of transmission. A person may designate a different address for receiving notices hereunder by notice to the other persons giving notice. All notices required to be given to Owners who own property declared as Condominium Property, declared to a Timeshare Plan or subject to subdivision restrictions or other similar restrictive documents pursuant to which an Association is created, shall be deemed given in accordance with this Master Declaration when delivered to such Association in accordance with this Paragraph. Such Association is authorized to receive all notices required to be given to the members of the Association by the provisions of this Master Declaration. Any notice, demand, request, consent, approval or communication under this Master Declaration to be given to Worldco under this Master Declaration shall be given at the address noted above unless a notice of an alternative address is recorded in the Public Records of Orange County.

11.10 Severability. If any covenant, condition, restriction, term or provision of this Master Declaration to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Master Declaration, or the application of such covenant, condition, restriction, term or provision to persons whose circumstances are other than those as to which it is held invalid and unenforceable, shall not be affected thereby and shall remain in full force and effect.

11.11 Headings. The paragraph, section and article headings contained in this Master Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Master Declaration.

11.12 No Waiver. The rights of Worldco, any Owner or any Association under this Master Declaration shall be cumulative and not exclusive of any other right or available remedy. Worldco's, any Owner's or any Association's pursuit of any one or more of the rights or remedies provided for in Article IX shall not preclude pursuit of any other right, remedy or remedies provided in this Master Declaration or any other right, remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination. Worldco's, any Owner's or any Association's pursuit of any one or more of its rights or remedies shall not constitute an election of remedies excluding the election of another right, remedy or other remedies, or a forfeiture or waiver of any right or remedy or of any damages or other sums accruing to Worldco, such Owner or Association by reason of any obligated person's failure to fully and completely keep, observe, perform, satisfy and comply with all of the covenants, conditions and restrictions set forth in this Master Declaration. No action taken by or on behalf of Worldco, Owner or Association shall be construed to be an acceptance of a surrender of this Master Declaration. Worldco's, an Owner's or Association's forbearance in pursuing or exercising one or more of its or their rights or remedies, or the failure of Worldco, an Owner or Association to enforce any of the covenants, conditions and restrictions set forth in

this Master Declaration or to promptly pursue and exercise any right or remedy contained in this Master Declaration, shall not be deemed or construed to constitute a waiver of any other right or remedy or any waiver of the further enforcement or the provision or the exercise of the right or remedy that was the subject of the forbearance or failure. No waiver by Worldco, an Owner or 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 Worldco, an Owner or Association to pursue or exercise any of their respective powers, rights or remedies or to insist upon strict and exact compliance by any obligated person with this Master Declaration, and no custom or practice at variance with the terms of this Master Declaration, shall constitute a waiver by Worldco, such Owner or Association of the right to demand strict and exact compliance with all terms and conditions of this Master Declaration. No termination of this Master Declaration shall affect Worldco's, an Owner's or Association's right to collect any monetary amounts due to it for the period prior to termination.

11.13 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. Worldco, any Owner, Association and all other persons who may acquire any right, title, interest, lien or encumbrance in or to all or any part of the Master 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.

11.14 Plural and Include. Where the context so indicates, a word in the singular form shall include the plural. The term "**include**" and similar terms (*e.g.*, includes, including, included, comprises, comprising, such as, *e.g.*, and for example), when used as part of a phrase including one or more specific items, are used by way of example and not of limitation.

11.15 Estoppel Certificates. Each Owner agrees, within fifteen (15) days after written request by any other Owner, to execute and deliver to such Owner or to any existing or prospective purchaser, Mortgagee or lessee designated by such Owner, a certificate in recordable form stating to the best of its knowledge: (a) whether or not there is any existing default hereunder by any Owner in the payment of any sum of money owing to the Owner executing such certificates; (b) whether or not there is any existing default by any Owner with respect to which a notice of default has been give nor received by the Owner executing such certificate and if there is any such default, specifying the nature and extent thereof; (c) whether or not there are any sums which the Owner executing such certificate is entitled to receive or demand from any other Owner hereunder, and if there is any such sum specifying the nature and extent thereof; (d) whether or not Worldco has performed or caused to be performed, or is then performing or causing to be performed, any Maintenance or other work, the cost of which Worldco may be entitled to charge in whole or in part to any Owner but has not yet charged to such other Owner, and if there be any such Maintenance or other work, specifying the nature and extent thereof; (e) whether or not Worldco has performed or caused to be performed, or is then performing or causing to be performed, any Maintenance or other work, specifying the nature and extent thereof; (f) whether or not there are any set-offs, defenses or counterclaims then being asserted or otherwise known against enforcement of any obligations hereunder which are to be performed by the Owner executing such certificate, and, if so, the nature and extent thereof; (g) whether or not any Owner has given any notice to the Owner executing such certificate making a demand or claim hereunder which has not yet been discharged or otherwise resolved, or given any notice of a dispute, and if so, a copy of any such notice shall be delivered with the certificate; (h) whether or not there is any pending dispute involving the Owner executing such certificate which has been submitted for arbitration hereunder, and if so, specifying the nature of the dispute; and (i) whether or not there is any ruling or decision involving the Owner executing such certificate within the ninety (90) days preceding the date of such certificate, and if so, identifying such ruling or decision. In the event of the recording of the Condominium Declarations, any such certificates which are required of the Owners within a Parcel submitted to condominium ownership shall be given by the president or vice president of the Association.

IN WITNESS WHEREOF, Worldco has caused this instrument to be duly executed effective as of the date and year above.

WITNESSES: **"Worldco"**

WALT DISNEY WORLD CO., a Florida corporation

~~Print Name:~~ Katherine Wallace By: _____

Print Name: Katherine Wallace Name: Lee Schmudde

~~Print Name:~~ Linda Shepherd As its: Vice-President

Print Name: LINDA SHEPHERD

STATE OF FLORIDA)SS.

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 25th day of JULY, 2008, by LEE SCHMUDDE, VICE PRESIDENT of **WALT DISNEY WORLD CO.**, a Florida corporation, on behalf of the corporation. X is personally known to me or has produced _____ as identification.

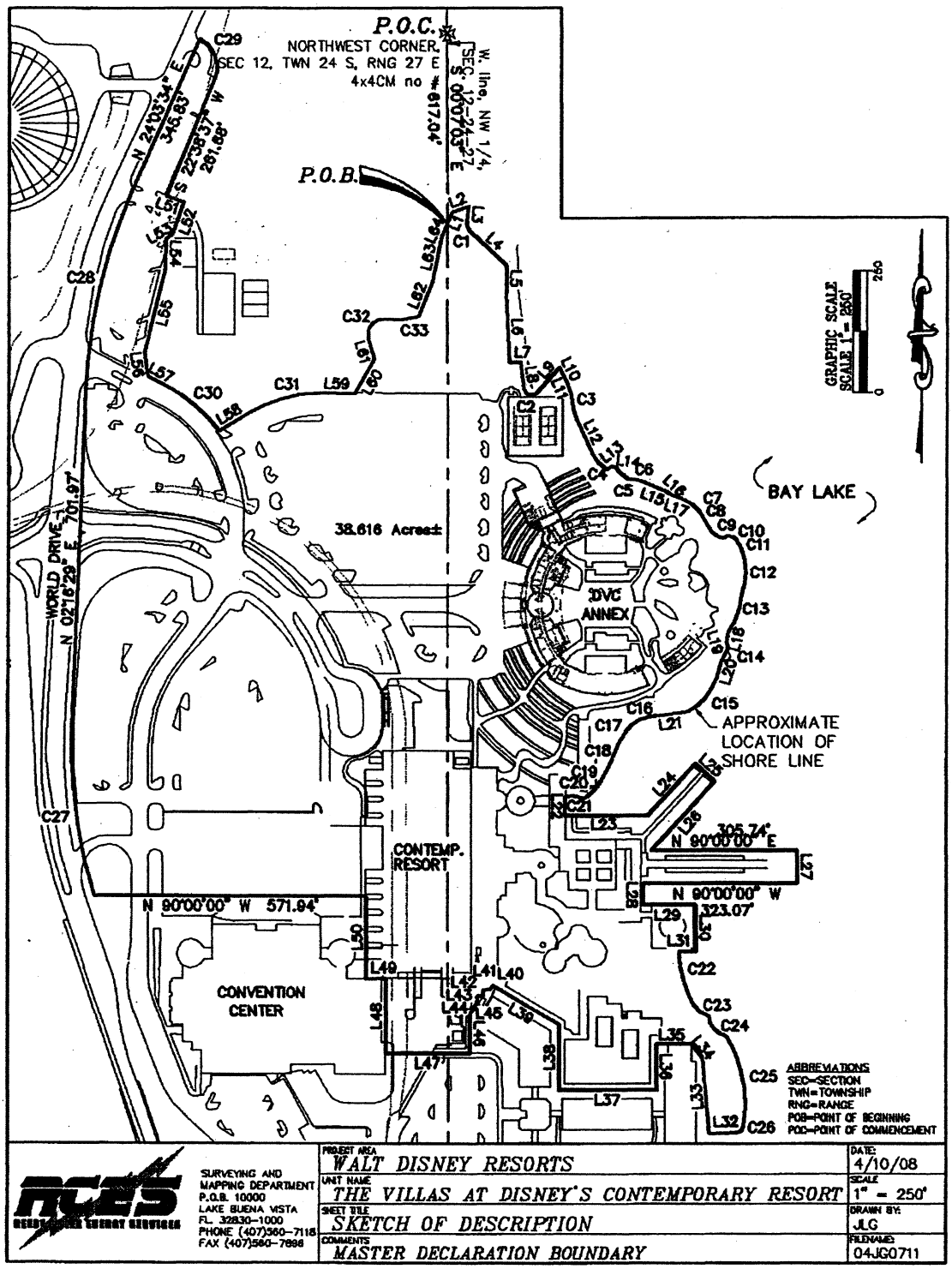
Notary Signature: Linda Shepherd

(NOTARY SEAL) Notary Name Printed: _____

NOTARY PUBLIC Commission No. _____

Notary Public State of Florida
Linda Ann Shepherd
My Commission DD420911
Expires 05/01/2009

Exhibit "A"
MASTER PROPERTY



SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE (407)560-7118 FAX (407)560-7898	PROJECT AREA: WALT DISNEY RESORTS	DATE: 4/10/08
	UNIT NAME: THE VILLAS AT DISNEY'S CONTEMPORARY RESORT	SCALE: 1" = 250'
	SHEET TITLE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS: MASTER DECLARATION BOUNDARY	FILENAME: 04JG0711

©Disney

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	25.00	58°08'04"	25.37	S 11°06'47" W
C2	15.00	130°03'01"	34.05	S 08°15'01" E
C3	111.47	27°06'06"	52.73	S 01°35'43" W
C4	80.44	34°25'03"	48.32	S 25°30'23" E
C5	122.50	17°15'09"	36.89	S 37°45'46" E
C6	59.87	26°16'32"	27.45	N 85°37'58" E
C7	75.00	33°43'53"	44.15	S 69°45'07" E
C8	337.62	08°34'25"	50.52	S 36°01'14" E
C9	55.77	27°20'16"	26.61	S 47°27'20" E
C10	20.21	94°56'53"	33.49	N 50°09'51" E
C11	103.64	25°59'00"	47.00	S 34°53'15" E
C12	139.22	29°14'30"	71.05	S 08°54'15" E
C13	132.06	36°41'14"	84.56	S 00°45'54" W
C14	74.42	22°46'19"	29.58	S 39°49'06" W
C15	118.27	46°58'53"	96.98	S 17°02'47" W
C16	71.63	47°44'13"	59.68	S 81°37'15" W
C17	210.78	14°52'54"	54.75	S 33°53'01" W
C18	264.65	13°00'07"	60.06	S 19°00'08" W
C19	113.14	22°26'06"	44.30	S 32°00'15" W
C20	15.45	58°33'38"	15.79	S 54°26'21" W
C21	42.83	43°49'29"	32.76	N 67°00'01" W
C22	189.02	29°22'54"	96.93	S 01°07'59" W
C23	56.44	59°50'36"	58.95	S 14°57'40" E
C24	46.15	75°51'23"	61.10	S 04°57'17" E
C25	270.62	41°14'43"	194.81	S 31°19'35" E
C26	15.46	77°27'58"	20.90	S 09°55'08" W
C27	1003.34	20°22'26"	356.78	N 18°05'57" W
C28	1121.80	21°47'05"	426.53	N 02°16'29" E
C29	68.07	85°01'47"	101.01	S 62°23'09" E
C30	313.35	26°37'30"	145.61	S 63°10'24" E
C31	310.25	28°40'04"	155.23	N 59°45'45" E
C32	32.01	114°10'11"	63.79	N 16°19'52" W
C33	165.80	24°42'10"	71.48	S 82°09'42" E

TANGENT TABLE

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L1	N 23°46'20" E	25.15	L33	N 05°03'39" W	158.66
L2	N 70°33'36" E	37.08	L34	N 39°53'06" W	38.01
L3	S 07°29'25" W	30.81	L35	N 90°00'00" W	73.25
L4	S 47°01'17" E	102.06	L36	S 00°00'00" E	96.40
L5	S 00°29'13" W	54.32	L37	N 90°00'00" W	202.99
L6	S 02°53'11" E	146.18	L38	N 00°00'00" E	136.61
L7	N 90°00'00" E	23.66	L39	N 60°04'16" W	160.36
L8	S 08°15'01" E	55.54	L40	S 29°49'53" W	9.80
L9	N 41°41'58" E	70.35	L41	S 89°56'15" W	16.44
L10	S 28°40'23" E	29.70	L42	S 00°42'24" W	14.04
L11	S 20°53'52" E	33.44	L43	S 89°48'31" W	11.96
L12	S 25°30'23" E	75.74	L44	S 00°25'20" W	11.71
L13	N 53°18'35" E	11.21	L45	S 29°30'12" W	29.99
L14	S 80°20'53" E	7.11	L46	S 00°03'43" E	79.72
L15	S 68°05'30" E	57.92	L47	N 90°00'00" W	177.82
L16	S 47°52'19" E	8.02	L48	N 00°03'43" E	153.94
L17	S 69°45'07" E	29.95	L49	S 89°47'50" W	41.51
L18	S 12°09'27" W	20.95	L50	N 00°00'00" E	170.45
L19	S 16°43'07" E	14.29	L51	S 71°25'23" E	37.78
L20	S 17°02'47" W	34.67	L52	S 18°34'37" W	71.84
L21	S 81°37'15" W	82.22	L53	S 60°21'11" W	15.38
L22	S 00°04'44" E	39.48	L54	S 02°03'50" W	61.66
L23	N 90°00'00" E	174.01	L55	S 14°01'01" W	177.17
L24	N 42°27'22" E	147.55	L56	S 07°16'22" E	51.34
L25	S 47°32'38" E	54.08	L57	S 63°10'24" E	43.97
L26	S 42°27'22" W	195.66	L58	N 59°45'45" E	73.11
L27	S 00°00'00" E	67.79	L59	S 89°07'57" E	78.33
L28	S 00°00'00" E	43.51	L60	N 30°09'37" E	82.53
L29	N 90°00'00" E	109.61	L61	N 16°19'52" W	44.18
L30	S 00°00'00" E	96.66	L62	N 21°36'28" E	77.79
L31	N 90°00'00" W	34.27	L63	N 11°59'29" E	93.74
L32	S 87°23'06" W	57.97	L64	N 23°46'20" E	30.58

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. 12-24-27 AS BEING S 00°07'03" E

SURVEYING AND MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7696

PROJECT AREA: *WALT DISNEY RESORTS*	DATE: 4/10/08
UNIT NAME: *THE VILLAS AT DISNEY'S CONTEMPORARY RESORT*	SCALE:
SHEET TITLE: *SKETCH OF DESCRIPTION*	DRAWN BY: JLG
COMMENTS: *MASTER DECLARATION BOUNDARY*	FILENAME: 04JG0711

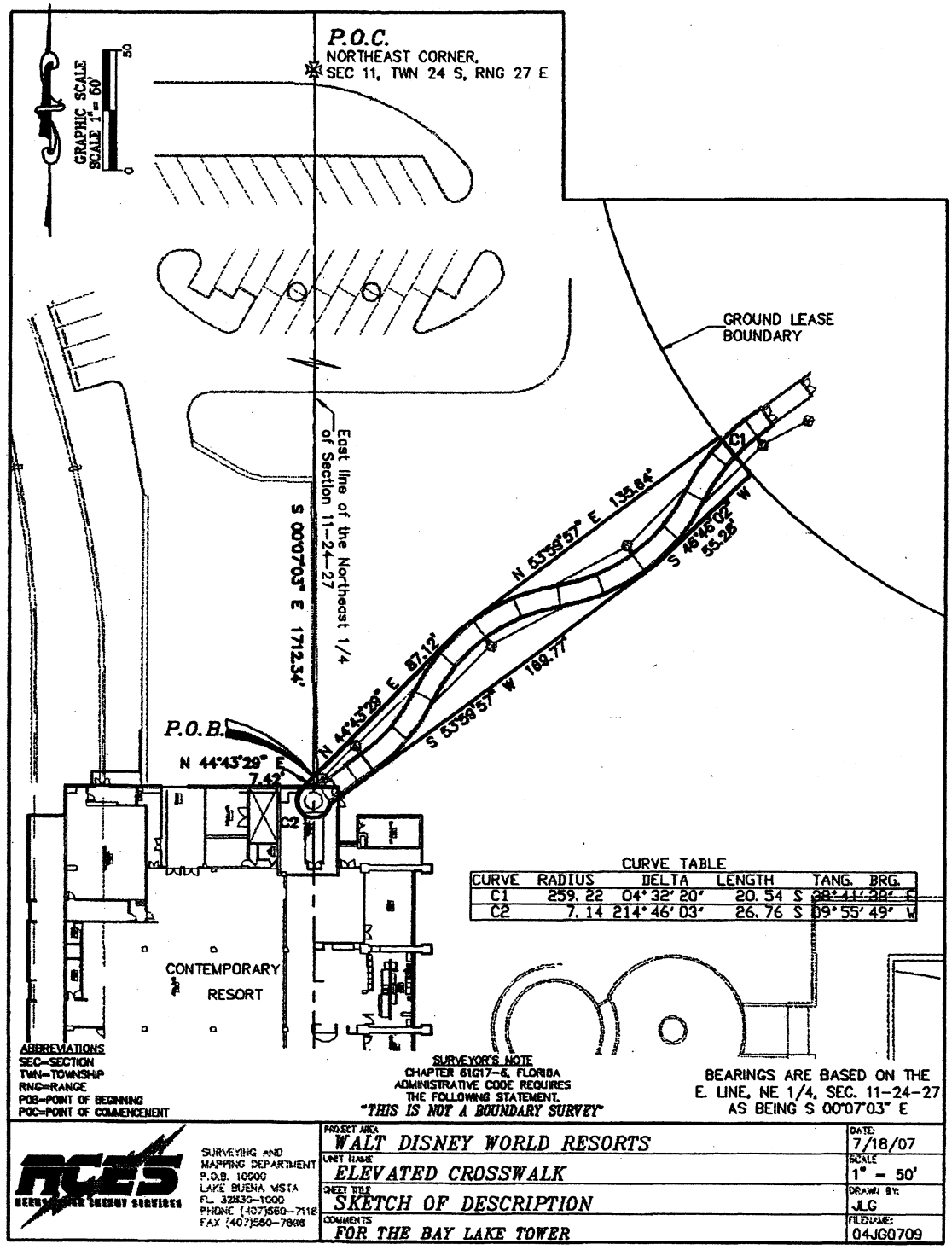
DESCRIPTION

A parcel of land lying in Sections 11 and 12, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 12, run along the West line of the Northwest 1/4 of said Section 12, S 00°07'03" E, 617.04 feet, to the Point of Beginning, thence N 23°46'20" E, 25.15 feet; thence N 70°33'36" E, 37.08 feet; thence S 07°29'25" W, 30.81 feet to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet, and a central angle of 58°08'04"; thence from a tangent bearing of S 11°06'47" W run Southerly along the arc of said curve, 25.37 feet; thence S 47°01'17" E, 102.06 feet; thence S 00°29'13" W, 54.32 feet; thence S 02°53'11" E, 146.18 feet; thence N 90°00'00" E, 23.66 feet; thence S 08°15'01" E, 55.54 feet to a point of curvature of a curve concave Northerly having a radius of 15.00 feet, and a central angle of 130°03'01"; thence run Easterly along the arc of said curve, 34.05 feet; thence N 41°41'58" E, 70.35 feet; thence S 28°40'23" E, 29.70 feet; thence S 20°53'52" E, 33.44 feet to a point on a non-tangent curve concave Easterly having a radius of 111.47 feet, and a central angle of 27°06'06"; thence from a tangent bearing of S 01°35'43" W run Southerly along the arc of said curve, 52.73 feet; thence S 25°30'23" E, 75.74 feet to a point of curvature of a curve concave Northeasterly having a radius of 80.44 feet, and a central angle of 34°25'03"; thence run Southeasterly along the arc of said curve, 48.32 feet; thence N 53°18'35" E, 11.21 feet; thence S 80°20'53" E, 7.11 feet to a point on a non-tangent curve concave Northeasterly having a radius of 122.50 feet, and a central angle of 17°15'09"; thence from a tangent bearing of S 37°45'46" E run Southeasterly along the arc of said curve, 36.89 feet, to a point on a non-tangent curve concave Southerly having a radius of 59.87 feet, and a central angle of 26°16'32"; thence from a tangent bearing of N 85°37'58" E run Easterly along the arc of said curve, 27.45 feet; thence S 68°05'30" E, 57.92 feet; thence S 47°52'19" E, 8.02 feet; thence S 69°45'07" E, 29.95 feet to a point of curvature of a curve concave Southwesterly having a radius of 75.00 feet, and a central angle of 33°43'53"; thence run Southeasterly along the arc of said curve, 44.15 feet, to a point of compound curvature of a curve concave Southwesterly having a radius of 337.62 feet, and a central angle of 08°34'25"; thence run Southeasterly along the arc of said curve, 50.52 feet, to a point on a non-tangent curve concave Northeasterly having a radius of 55.77 feet, and a central angle of 27°20'16"; thence from a tangent bearing of S 47°27'20" E run Southeasterly along the arc of said curve, 26.61 feet, to a point on a non-tangent curve concave Southerly having a radius of 20.21 feet, and a central angle of 94°56'53"; thence from a tangent bearing of N 50°09'51" E run Easterly along the arc of said curve, 33.49 feet, to a point of compound curvature of a curve concave Westerly having a radius of 103.64 feet, and a central angle of 25°59'00"; thence run Southerly along the arc of said curve, 47.00 feet, to a point of compound curvature of a curve concave Westerly having a radius of 139.22 feet, and a central angle of 29°14'30"; thence run Southerly along the arc of said curve, 71.05 feet, to a point on a non-tangent curve concave Westerly having a radius of 132.06 feet, and a central angle of 36°41'14"; thence from a tangent bearing of S 00°45'54" W run Southerly along the arc of said curve, 84.56 feet; thence S 12°09'27" W, 20.95 feet; thence S 16°43'07" E, 14.29 feet to a point on a non-tangent curve concave Southeasterly having a radius of 74.42 feet, and a central angle of 22°46'19"; thence from a tangent bearing of S 39°49'06" W run Southwesterly along the arc of said curve, 29.58 feet; thence S 17°02'47" W, 34.67 feet to a point of curvature of a curve concave Northwesterly having a radius of 118.27 feet, and a central angle of 46°58'53"; thence run Southwesterly along the arc of said curve, 96.98 feet; thence S 81°37'15" W, 82.22 feet to a point of curvature of a curve concave Southeasterly having a radius of 71.63 feet, and a central angle of 47°44'13"; thence run Southwesterly along the arc of said curve, 59.68 feet, to a point of compound curvature of a curve concave Southeasterly having a radius of 210.78 feet, and a central angle of 14°52'54"; thence run Southwesterly along the arc of said curve, 54.75 feet, to a point of reverse curvature of a curve concave Northwesterly having a radius of 264.65 feet, and a central angle of 13°00'07"; thence run Southwesterly along the arc of said curve, 60.06 feet, to a point of compound curvature of a curve concave Northwesterly having a radius of 113.14 feet, and a central angle of 22°26'06"; thence run Southwesterly along the arc of said curve, 44.30 feet, to a point of compound curvature of a curve concave Northerly having a radius of 15.45 feet, and a central angle of 58°33'38"; thence run Westerly along the arc of said curve, 15.79 feet, to a point of reverse curvature of a curve concave Southerly having a radius of 42.83 feet, and a central angle of 43°49'29"; thence run Westerly along the arc of said curve, 32.76 feet; thence S 00°04'44" E, 39.48 feet; thence N 90°00'00" E, 174.01 feet; thence N 42°27'22" E, 147.55 feet; thence S 47°32'38" E, 54.08 feet; thence S 42°27'22" W, 195.66 feet; thence N 90°00'00" E, 305.74 feet; thence S 00°00'00" E, 67.79 feet; thence N 90°00'00" W, 323.07 feet; thence S 00°00'00" E, 43.51 feet; thence N 90°00'00" E, 109.61 feet; thence S 00°00'00" E, 96.66 feet; thence N 90°00'00" W, 34.27 feet to a point on a non-tangent curve concave Easterly having a radius of 189.02 feet, and a central angle of 29°22'54"; thence from a tangent bearing of S 01°07'59" W run Southerly along the arc of said curve, 96.93 feet, to a point on a non-tangent curve concave Northeasterly having a radius of 56.44 feet, and a central angle of 59°50'36"; thence from a tangent bearing of S 14°57'40" E run Southeasterly along the arc of said curve, 58.95 feet, to a point on a non-tangent curve concave Northeasterly having a radius of 46.15 feet, and a central angle of 75°51'23"; thence from a tangent bearing of S 04°57'17" E run Southeasterly along the arc of said curve, 61.10 feet, to a point on a non-tangent curve concave Westerly having a radius of 270.62 feet, and a central angle of 41°14'43"; thence from a tangent

bearing of S 31°19'35" E run Southerly along the arc of said curve, 194.81 feet, to a point of compound curvature of a curve concave Northwesterly having a radius of 15.46 feet, and a central angle of 77°27'58"; thence run Southwesterly along the arc of said curve, 20.90 feet; thence S 87°23'06" W, 57.97 feet; thence N 05°03'39" W, 158.66 feet; thence N 39°53'06" W, 38.01 feet; thence N 90°00'00" W, 73.25 feet; thence S 00°00'00" E, 96.40 feet; thence N 90°00'00" W, 202.99 feet; thence N 00°00'00" E, 136.61 feet; thence N 60°04'16" W, 160.36 feet; thence S 29°49'53" W, 9.80 feet; thence S 89°56'15" W, 16.44 feet; thence S 00°42'24" W, 14.04 feet; thence S 89°48'31" W, 11.96 feet; thence S 00°25'20" W, 11.71 feet; thence S 29°30'12" W, 29.99 feet; thence S 00°03'43" E, 79.72 feet; thence N 90°00'00" W, 177.82 feet; thence N 00°03'43" E, 153.94 feet; thence S 89°47'50" W, 41.51 feet; thence N 00°00'00" E, 170.45 feet; thence N 90°00'00" W, 571.94 feet to a point on a non-tangent curve concave Easterly having a radius of 1003.34 feet, and a central angle of 20°22'26"; thence from a tangent bearing of N 18°05'57" W run Northerly along the arc of said curve, 356.78 feet; thence N 02°16'29" E, 701.97 feet to a point of curvature of a curve concave Easterly having a radius of 1121.80 feet, and a central angle of 21°47'05"; thence run Northerly along the arc of said curve, 426.53 feet; thence N 24°03'34" E, 345.83 feet to a point on a non-tangent curve concave Westerly having a radius of 68.07 feet, and a central angle of 85°01'47"; thence from a tangent bearing of S 62°23'09" E run Southerly along the arc of said curve, 101.01 feet; thence S 22°38'37" W, 261.68 feet; thence S 71°25'23" E, 37.78 feet; thence S 18°34'37" W, 71.84 feet; thence S 60°21'11" W, 15.38 feet; thence S 02°03'50" W, 61.66 feet; thence S 14°01'01" W, 177.17 feet; thence S 07°16'22" E, 51.34 feet; thence S 63°10'24" E, 43.97 feet to a point of curvature of a curve concave Southwesterly having a radius of 313.35 feet, and a central angle of 26°37'30"; thence run Southeasterly along the arc of said curve, 145.61 feet; thence N 59°45'45" E, 73.11 feet to a point of curvature of a curve concave Southerly having a radius of 310.25 feet, and a central angle of 28°40'04"; thence run Easterly along the arc of said curve, 155.23 feet; thence S 89°07'57" E, 78.33 feet; thence N 30°09'37" E, 82.53 feet; thence N 16°19'52" W, 44.18 feet to a point of curvature of a curve concave Southeasterly having a radius of 32.01 feet, and a central angle of 114°10'11"; thence run Northeasterly along the arc of said curve, 63.79 feet, to a point of reverse curvature of a curve concave Northerly having a radius of 165.80 feet, and a central angle of 24°42'10"; thence run Easterly along the arc of said curve, 71.48 feet; thence N 21°36'28" E, 77.79 feet; thence N 11°59'29" E, 93.74 feet; thence N 23°46'20" E, 30.58 feet to the Point of Beginning, containing 38.616 Acres, more or less.

Exhibit "B"
PEDESTRIAN BRIDGE



SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE (407)560-7118
FAX (407)560-7836

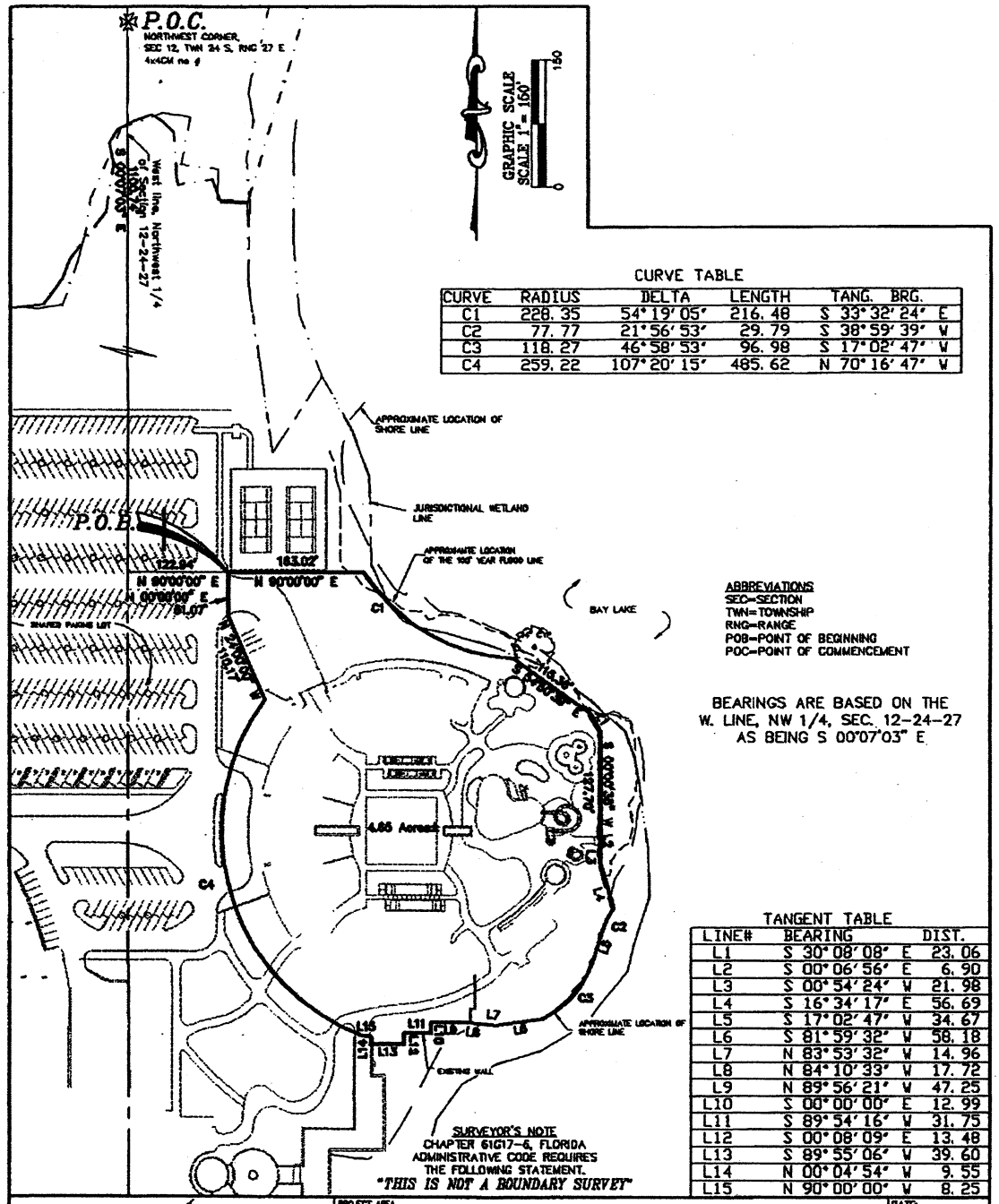
PROJECT AREA: WALT DISNEY WORLD RESORTS	DATE: 7/18/07
UNIT NAME: ELEVATED CROSSWALK	SCALE: 1" = 50'
SHEET TITLE: SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS: FOR THE BAY LAKE TOWER	FILENAME: 04JG0709

DESCRIPTION

A parcel of land lying in Sections 11 and 12, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 11, run along the East line of the Northeast 1/4 of said Section 11, S 00°07'03" E, 1712.34 feet, to the Point of Beginning; thence N 44°43'29" E, 87.12 feet; thence N 53°59'57" E, 135.64 feet to a point on a non-tangent curve concave Northeasterly having a radius of 259.22 feet, and a central angle of 04°32'20"; thence from a tangent bearing of S 38°41'38" E run Southeasterly along the arc of said curve, 20.54 feet; thence S 46°46'02" W, 55.28 feet; thence S 53°59'57" W, 169.77 feet to a point on a non-tangent curve concave Northeasterly having a radius of 7.14 feet, and a central angle of 214°46'03"; thence from a tangent bearing of S 09°55'49" W run Northwesterly along the arc of said curve, 26.76 feet; thence N 44°43'29" E, 7.42 feet to the Point of Beginning.

Exhibit "C"
RESIDENTIAL MASTER PARCEL



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	228.35	54°19'05"	216.48	S 33°32'24" E
C2	77.77	21°56'53"	29.79	S 38°59'39" W
C3	118.27	46°58'53"	96.98	S 17°02'47" W
C4	259.22	107°20'15"	485.62	N 70°16'47" W

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

BEARINGS ARE BASED ON THE W. LINE, NW 1/4, SEC. 12-24-27 AS BEING S 00°07'03" E

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 30°08'08" E	23.06
L2	S 00°06'56" E	6.90
L3	S 00°54'24" W	21.98
L4	S 16°34'17" E	56.69
L5	S 17°02'47" W	34.67
L6	S 81°59'32" W	58.18
L7	N 83°53'32" W	14.96
L8	N 84°10'33" W	17.72
L9	N 89°56'21" W	47.25
L10	S 00°00'00" E	12.99
L11	S 89°54'16" W	31.75
L12	S 00°08'09" E	13.48
L13	S 89°55'06" W	39.60
L14	N 00°04'54" W	9.55
L15	N 90°00'00" W	8.25

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)560-7886

PROJECT AREA: *WALT DISNEY RESORTS*	DATE: 4/18/08
UNIT NAME: *BAY LAKE TOWER*	SCALE: 1" = 150'
SHEET TITLE: *SKETCH OF DESCRIPTION*	DRAWN BY: JLG
COMMENTS: *GROUND LEASE BOUNDARY*	FILENAME: 04JG0704

DESCRIPTION

A parcel of land lying in Section 12, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 12, run along the West line of the Northwest 1/4 of said Section 12, S 00°07'03" E, 1100.74 feet; thence N 90°00'00" E, 122.94 feet to the Point of Beginning; thence N 90°00'00" E, 163.02 feet to a point on a non-tangent curve concave Northeasterly having a radius of 228.35 feet, and a central angle of 54°19'05"; thence from a tangent bearing of S 33°32'24" E run Southeasterly along the arc of said curve, 216.48 feet; thence S 54°50'39" E, 115.36 feet to the Northeasterly most corner of the concrete footer of an 18 inch concrete seawall; thence run along said footer the following five courses S 30°08'08" E, 23.06 feet; S 00°00'35" W, 127.70 feet; S 00°06'56" E, 6.90 feet; S 00°54'24" W, 21.98 feet; S 16°34'17" E, 56.69 feet to a point on a non-tangent curve concave Southeasterly having a radius of 77.77 feet, and a central angle of 21°56'53"; thence from a tangent bearing of S 38°59'39" W run Southwesterly along the arc of said curve, 29.79 feet; thence S 17°02'47" W, 34.67 feet to a point of curvature of a curve concave Northwesterly having a radius of 118.27 feet, and a central angle of 46°58'53"; thence run Southwesterly along the arc of said curve, 96.98 feet; thence S 81°59'32" W, 58.18 feet; thence N 83°53'32" W, 14.96 feet; thence N 84°10'33" W, 17.72 feet; thence N 89°56'21" W, 47.25 feet; thence S 00°00'00" E, 12.99 feet; thence S 89°54'16" W, 31.75 feet; thence S 00°08'09" E, 13.48 feet; thence S 89°55'06" W, 39.60 feet; thence N 00°04'54" W, 9.55 feet; thence N 90°00'00" W, 8.25 feet to a point on a non-tangent curve concave Easterly having a radius of 259.22 feet, and a central angle of 107°20'15"; thence from a tangent bearing of N 70°16'47" W run Northerly along the arc of said curve, 485.62 feet; thence N 24°00'00" W, 110.17 feet; thence N 00°00'00" E, 177.23 feet to the Point of Beginning, containing 4.65 acres, more or less.

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC.

All terms used in these Articles of Incorporation of BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC. (the **"Articles"**) shall have the same meaning as the identical terms used in the Declaration of Condominium of BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT, a leasehold condominium (the **"Declaration"**), unless the context otherwise requires.

ARTICLE I - Name

The name of the corporation shall be BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC. (the **"Association"**).

In the event that the Property Management Agreement between the Association and Disney Vacation Club Management Corp., a Florida corporation (**"DVCMC"**), terminates for any reason, the name of the Association shall, at the option of Disney Vacation Development, Inc. (**"DVD"**) or DVCMC and without any action to be taken by the board of directors of the Association (the **"Board"**) or the Association, simultaneously and automatically be changed to TOWER CONDOMINIUM ASSOCIATION, INC. In the event that the name "TOWER CONDOMINIUM ASSOCIATION, INC." is unavailable for use by the Association, the Board shall be empowered to select an alternative name for the Association; provided, however that prior to the use of any name to identify the Association, such name shall be submitted to WALT DISNEY WORLD CO., a Florida corporation (**"WORLDCO"**), for its consent. WORLDCO may consent or withhold its consent to the use of such name in its sole, absolute and unfettered discretion and, if given, the consent shall be set forth in writing.

In the event that the name of the Association is changed because of the termination of the Property Management Agreement, the Board and any and all Owners shall be prohibited from using the name "Disney" (or any other form thereof) in any manner whatsoever and shall immediately be required to:

a. Remove all signs containing the name "Disney" from the Condominium Property and from any offsite location to the extent the sign refers to the Condominium or to the Condominium Property; and

b. Destroy all stationery, descriptive literature or printed or written matter bearing the name "Disney" other than books and records of the Association; and

c. Cease and desist from using the name "Disney" (or any other form thereof) orally or in writing in referring to the Association or the Condominium; and

d. Take immediate action to effect changes to the names of the Association and the documents of the Condominium reflecting the name "Disney" to eliminate the use of such names in any manner whatsoever; and

e. Remove any architectural or landscaping features from the Condominium Property which contain the "Disney" name or any "Disney" caricature, fanciful character, logo or other trademarked symbol registered by any of The Walt Disney Companies. In this regard, the Association shall be responsible for repairing or replacing the structure or landscaping from which any such symbol has been removed so as to ensure that the structural integrity of such

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structure or landscaping is not jeopardized and that the appearance of the structure or landscaping remains consistent with the surrounding area.

ARTICLE II - Purposes

1. The purpose for which the Association is organized is to manage, operate and maintain a condominium, to be known as BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT, A LEASEHOLD CONDOMINIUM (the **"Condominium"**), in accordance with the Declaration, the Master Declaration and the Ground Lease.

2. The Association shall have no capital stock and shall make no distribution of income or profit to its members, directors or officers.

ARTICLE III - Powers

1. The Association shall have all of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these Articles, together with such specific powers as are contained in the Bylaws or the Declaration.

2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association including, without limitation, the following:

a. To adopt a budget and make and collect assessments against Owners to defray the costs of the Condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To maintain, manage, repair, replace and operate the Condominium Property.

d. To reconstruct improvements after casualty and construct further improvements to the Condominium Property.

e. To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property.

f. To enforce by legal means the provisions of the various Condominium Documents, these Articles, the Bylaws of the Association (the **"Bylaws"**) and the Condominium Rules and Regulations.

g. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the various Condominium Documents to have approval of the Board or the Owners. Notwithstanding any provisions contained in these Articles to the contrary, it is the intent of these Articles that the Board shall not have the power to independently terminate the Property Management Agreement except as set forth in the Property Management Agreement. The Property Management Agreement may only be terminated in accordance with it own terms or by the vote of the Owners in accordance with Florida law.

h. To maintain, manage, repair, replace and operate the property of the single condominium resulting from a merger of this Condominium with another independent and separate condominium pursuant to the merger provisions of the Declaration.

i. To operate and manage or assign the operation or management of any reservation system created for the Condominium. Notwithstanding any provisions

contained in these Articles to the contrary, it is the intent of these Articles that the Board shall not have the power to independently terminate the Membership Agreement or the DVC Resort Agreement except as set forth in the Membership Agreement or the DVC Resort Agreement, respectively.

j. To acquire title to and hold, convey or mortgage non-Condominium Property and Condominium Property in accordance with the Declaration.

3. All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the Owners in accordance with the provisions of the Condominium Documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, the Master Declaration and the Ground Lease.

ARTICLE IV - Owners

The qualifications of Owners, the manner of their admission to the Association, and voting by Owners shall be as follows:

1. All Owners of Units shall be members of this Association, and no other persons or entities shall be entitled to membership. Each Unit shall be entitled to one (1) vote at Association meetings, except for Commercial Units, which shall not be entitled to any vote. The vote of the Owner of a Unit shall be cast by its Voting Representative. Voting Representatives for Units owned by more than one person or by a corporation or other entity shall be cast by the Voting Representative named in a Voting Certificate signed or accepted by all of the Owners of that Unit and filed with the secretary of the Association.

2. Changes in membership in the Association shall be established by the recording in the Public Records of Orange County, Florida, of a deed or other instrument establishing a change of record title to a Unit in the Condominium. The Association shall recognize a change in membership upon delivery to the Association of a copy of such recorded instrument. The new Owner designated by such instrument shall thereby become a member of the Association. The membership of the prior Owner shall be thereby terminated.

3. The share of Owners in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to their Unit.

ARTICLE V - Directors

1. The affairs of the Association will be managed by a board of directors of not less than three (3) nor more than seven (7) directors as shall be determined by the Bylaws, and in the absence of such determination the board of directors shall consist of three (3) directors.

2. Directors of the Association shall be appointed or elected at the annual Owners' meeting in the manner determined by the Bylaws.

ARTICLE VI - Officers

The affairs of the Association shall be administered by a president, a vice president, a secretary, a treasurer, and as many assistant vice presidents, assistant secretaries and assistant treasurers as the Board shall from time to time determine. Such officers shall be elected by the Board at its first meeting following the annual Owners' meeting. Officers shall

serve without compensation at the pleasure of the Board. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the offices of president and vice president shall not be held by the same person, nor shall the offices of president and secretary or assistant secretary or treasurer or assistant treasurer be held by the same person.

ARTICLE VII - Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including, without limitation, attorneys' and other professionals' fees, reasonably incurred by or imposed upon such officer or director in connection with any proceeding to which he or she may be a party, or in which such officer or director may become involved by reason of his or her being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII - Bylaws

The Bylaws shall be adopted by the Board and may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE IX - Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. Until the first election of a majority of Directors by Owners other than DVD, proposal of an amendment and approval thereof shall require the affirmative action of three-fourths (3/4) of the entire membership of the Board, and no meeting of the Owners or any approval thereof is required.

3. After the first election of a majority of directors by Owners other than DVD, a resolution approving a proposed amendment may be proposed by either the Board or by the Owners, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than three-fourths (3/4) of the entire membership of the Board and by not less than a three-fourths (3/4) vote of the voting interests of the Association at a duly called meeting of the Association.

4. Once adopted, an amendment shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of Orange County.

5. Notwithstanding the foregoing, these Articles may be amended by DVD as may be required by any governmental entity; as may be necessary to conform these Articles to any governmental statutes; as may be in the best interests of the Association; or as DVD may deem appropriate to carry out the purposes of the Condominium, Vacation Ownership Plan or Multi-site Timeshare Plan.

ARTICLE X - Term

The term of the Association shall be the life of the Condominium. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

ARTICLE XI - Special Meetings

Special Owners' meetings shall be held whenever called by the president or vice president or by a majority of the Board and must be called by such officers upon receipt of a written request from fifty percent (50%) of the Owners, unless otherwise provided by law.

ARTICLE XII - Incorporator

The name and address of the incorporator of the corporation is as follows: John M. McGowan, 1375 Buena Vista Drive, 4th Floor North, Lake Buena Vista, Florida 32830-1000.

ARTICLE XIII - Registered Agent

The Association hereby appoints Jeffrey H. Smith, as its Registered Agent to accept service of process within this state, with the Registered Office located at 1375 Buena Vista Drive, 4th Floor North, Lake Buena Vista, Florida 32830-1000.

ARTICLE XIV - Principal Office

The mailing address of the principal office of the Association is 200 Celebration Place, Celebration, Florida 34747.

IN WITNESS WHEREOF the incorporator has affixed his signature this 6th day of May, 2008.

John M. McGowan

REGISTERED AGENT CERTIFICATE

Pursuant to the Florida Not-For-Profit Corporation Act, the following is submitted, in compliance with said statute:

That BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC., with its registered office as indicated in the Articles of Incorporation, has named Jeffrey H. Smith, located at said registered office, as its registered agent to accept service of process and perform such other duties as are required in the State of Florida.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated Corporation at the place designated in this Certificate, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provision of said statute relative to keeping open said office, and further states that he is familiar with Section 617.0501, Florida Statutes.

Dated: May 8, 2008

Jeffrey H. Smith

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BYLAWS
OF
BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC.,
a corporation not-for-profit under the laws of the State of Florida

The terms used in these Bylaws of Bay Lake Tower At Disney's Contemporary Resort Condominium Association, Inc. (the **"Bylaws"**) shall have the same meaning as the identical terms used in the Declaration of Condominium of Bay Lake Tower At Disney's Contemporary Resort, a leasehold condominium (the **"Declaration"**), unless the context otherwise requires. Regarding the interpretation of these Bylaws, in the event of a conflict between Chapter 718, Florida Statutes, and Chapter 721, Florida Statutes, or any rules promulgated under either, Chapter 721 shall control.

I. IDENTITY

These are the Bylaws of BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida (the **"Association"**), and under the Articles of Incorporation (the **"Articles"**) which were filed in the office of the Secretary of State of the State of Florida. The Association has been organized for the purpose of administering a leasehold condominium upon certain lands in Orange County, Florida known as Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium (the **"Condominium"**), in accordance with the Declaration, the Master Declaration and the Ground Lease.

1. The office of the Association shall be at 200 Celebration Place, Celebration, Florida 34747, or at such other place as may be designated by the board of directors of the Association (the **"Board"**) from time to time.

2. The fiscal year of the Association shall be the calendar year.

3. The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not-for-Profit," and the year of incorporation.

II. OWNERS' MEETINGS

1. The annual Owners' meeting shall be held at such time, place and date as may be designated by the Board, for the purpose of electing directors and of transacting any other business authorized to be transacted by the Owners. At the election of the Board, such annual Owners' meeting may be held jointly with the annual Owners' meetings of other condominium associations that are members of the Disney Vacation Club.

2. As set forth in Article XI of the Articles, special Owners' meetings shall be held whenever called by the president or vice president of the Association, or by a majority of the Board, and must be called by such officers upon receipt of a written request from fifty percent (50%) of the voting interests, except as provided for in Article III below. Unless otherwise set forth in the notice of special meeting, as provided for above, all special meetings shall be held in Orange County, Florida.

3. Notice of all Owners' meetings stating the time, place and agenda for which the meeting is called shall be given by the president or secretary of the Association, unless waived in writing. Such notice shall be sent in writing to each Owner at the Owner's address or e-mail address as it appears on the books of the Association and shall be sent by mail, facsimile (upon confirmation of receipt) or e-mail to each Owner not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Any notice by e-mail shall only be valid if the Owner has first consented electronically to the use of e-mail for notice purposes demonstrating that the purchaser has the ability to access the notice by e-mail. Any consent to receive notice by e-mail is effective until revoked by the Owner. An affidavit executed by the secretary attesting to the mailing or the post office certificate of mailing shall be retained in the records of the Association as proof of such mailing. In addition, a notice of the meeting shall be posted at a conspicuous place on the Condominium Property, which location shall be duly adopted by rule by the Board upon

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notice to the Owners, at least fourteen (14) days prior to said meeting. In lieu of any physical posting of notice, the Board may adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and agenda on a closed-circuit television system serving the Association at least four (4) times every broadcast hour each day notice is required. Owners may waive notice of specific meetings and may take action by written agreement without meetings, and any Owner's attendance at a meeting shall constitute a waiver of the notice of that meeting. Mortgagees shall, upon prior written request, be entitled to receive notice of all Owners' meetings. Failure to provide such notice shall not invalidate any action taken at an otherwise properly noticed meeting. Where assessments against Owners are to be considered for any reason at an Owners' meeting, the notice shall contain a statement that assessments will be considered and shall specify the nature of any such assessment.

4. The presence in person or by proxy of Voting Representatives representing a majority of the total voting interests eligible to vote shall constitute a quorum, and decisions shall be made by the vote of a majority of the voting interests at a meeting at which a quorum is present.

5. Each Unit shall be entitled to one (1) vote at Association meetings, except for Commercial Units, which shall not be entitled to any vote. The vote of the Owner of a Unit shall be cast by its Voting Representative. Voting Representatives for Units owned by more than one person or by a corporation or other entity shall be cast by the Voting Representative named in a Voting Certificate signed or accepted by all of the Owners of that Unit and filed with the secretary of the Association. The Voting Certificate shall provide that all notices or other information required to be delivered to Owners by the Association shall be delivered by the Association to the Voting Representative; provided, however, that the Voting Certificate shall require the Voting Representative to provide the Owners of a Unit with all notices required by Florida law. Each Voting Certificate shall be valid until revoked by a subsequent Voting Certificate. In the event that a Voting Certificate is not on file with respect to a Unit that is owned by more than one Owner, the vote of such Owners shall not be considered in determining the requirements for a quorum nor for any other purposes. By execution of a deed for purchase of an Ownership Interest in a Unit in the Condominium, Cotenants of a Unit shall evidence their joinder in the Master Cotenancy Agreement recorded in the Public Records of Orange County, which Agreement shall be recognized by the Association as the Voting Certificate for that Unit, and nothing herein shall affect the terms and conditions of the Voting Certificate established in the Master Cotenancy Agreement for each Unit.

6. Votes may be cast in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof and must be filed with the secretary at or before the appointed time of the meeting. Each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy, and the date the proxy was given. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. In addition, limited proxies shall set forth those items which the holder of the proxy may vote and the manner in which the vote is to be cast. In no event shall any proxy be valid for a period of longer than ninety (90) days after the date of the first meeting, and any adjournments thereof, for which the proxy was given. Every proxy shall be revocable at any time at the pleasure of the Owner executing it. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in the Owner's place. If such provision is not made, substitution is not authorized. Proxies or written consents on votes may be received by e-mail and utilized for votes of the Association; provided, however, that the e-mail signature is authorized through use of a password, cryptology software or other reasonable means and proof of such authentication is made available to the Board.

7. Approval or disapproval of an Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person, corporation or other entity who would cast the vote of such Owner if in an Association meeting.

8. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

9. The presiding officer of all Owners' meetings shall be the president of the Association. In the absence of the president, the vice-president of the Association shall preside.

10. The order of business at annual Owners' meetings and, as far as practicable at all other Owners' meetings, shall be:

A. Call to order.
B. Calling of the roll and certifying of proxies.
C. Proof of notice of meeting or waiver of notice.
D. Reading and disposal of any unapproved minutes.
E. Report of officers.
F. Report of committees.
G. Election of directors.
H. Unfinished business.
I. New business.
J. Adjournment.

Notwithstanding the foregoing, if any item listed above is not relevant to a particular meeting, as determined by the Board in it's sole, absolute and unfettered discretion, such item shall not be required to be addressed at that particular meeting.

11. For so long as Disney Vacation Development, Inc., a Florida corporation (**"DVD"**), holds Units or Ownership Interests in Units for sale in the ordinary course of business, none of the following actions may be taken without the prior approval in writing by DVD:

A. Assessment of DVD as the Owner of Units or Ownership Interests in Units for capital improvements.
B. Any action by the Association that would be detrimental to the sale of Units or Ownership Interests in Units by DVD.

III. DIRECTORS

1. The affairs of the Association shall be managed by a board of directors who shall be members of the Association, excepting that the first Board and their successors appointed by the remaining directors (in the event of vacancies occurring before the first election of a majority of directors by Owners) need not be members and excepting that any directors appointed or elected by DVD as developer or as Voting Representative need not be members. The initial Board shall consist of three (3) directors, and thereafter the membership of the Board shall consist of not less than three (3) nor more than seven (7) directors. The Board may from time to time increase or decrease the number of persons to serve on the Board; provided, however, that the Board shall always consist of an odd number of directors. Where Ownership Interests are owned by corporations, the officers, directors, employees or other appointed representatives of said corporations shall be eligible to serve on the Board on behalf of the corporation.

2. Election of directors shall be conducted in the following manner:

A. Members of the Board shall be elected by a plurality of the votes cast at an annual Owners' meeting. There shall be no cumulative voting. The Board may appoint a search committee for the purpose of locating and encouraging qualified persons to become candidates.

B. Vacancies in the Board may be filled by the remaining directors subject to the provisions of Paragraph 2(C) of this Article. A director appointed to fill a vacancy in office shall serve the remainder of the term of the office which the departing director held.

C. The initial directors shall be appointed by DVD and shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the remaining directors. In the event there are no remaining directors, any such vacancies shall be filled by DVD. Unless applicable law is subsequently amended to permit a longer period of control of the Board by DVD (in which case such applicable law shall govern at the option of DVD), the Owners of Ownership Interests in Units other than DVD will be entitled to elect members of the Board as follows:

(1) At such time as fifteen percent (15%) or more of the Ownership Interests in all Units that will be operated ultimately by the Association are owned by Owners other than DVD, the Owners of Ownership Interests other than DVD shall be entitled to elect not less than one-third (1/3) of the members of the Board.

(2) Owners of Ownership Interests other than DVD shall be entitled to elect not less than a majority of the members of the Board three (3) years after fifty percent (50%) of the Ownership Interests in all Units that will be operated ultimately by the Association have been conveyed to purchasers, or three (3) months after ninety percent (90%) of the Ownership Interests in all Units that will be operated ultimately by the Association have been conveyed to purchasers, or when some of the Ownership Interests in the Units have been sold and none of the others are being offered for sale by DVD in the ordinary course of business, or seven years after the recordation of the Declaration creating the initial phase or phases of the Condominium, whichever shall first occur.

(3) DVD shall be entitled to elect not less than one (1) member of the Board as long as DVD holds for sale in the ordinary course of business at least: (i) five percent (5%) of the Ownership Interests in all Units that will be operated ultimately by the Association, if such number of Units is less than 500; and (ii) two percent (2%) of the Ownership Interests in all Units that will be operated ultimately by the Association, if such number of Units is greater than 500.

(4) As to the election of directors pursuant to Subparagraphs (1) and (2) above, within seventy-five (75) days after Owners other than DVD are entitled to elect a member or members of the Board, the Association shall call and give not less than sixty (60) days nor more than ninety (90) days notice of a meeting of the Owners for this purpose.

(5) Nothing in this subparagraph shall be construed so as to preclude DVD from relinquishing control of the Board at any time DVD may so elect.

3. At the first election at which all of the members of the Board are elected by Owners other than DVD, the majority of those directors receiving the most votes shall serve for a two (2) year term and the remaining directors shall serve for a one (1) year term. Thereafter, each director's service shall extend for a two (2) year period and thereafter until a successor is duly elected and qualified or until the director is removed in the manner elsewhere provided. Prior to the first election at which all of the members of the Board are elected by Owners other than DVD, the term of office of each director elected by the Owners shall extend until the next annual Owners' meeting and thereafter until a successor is duly elected or qualified or until the director is removed in the manner elsewhere provided.

4. The first meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the first meeting shall be necessary providing a quorum shall be present.

5. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally by fax upon confirmation of receipt, or by mail or e-mail at least three (3) days prior to the date set forth for such meeting unless such notice is waived. Notice of all meetings of the Board shall be posted in a conspicuous place on the Condominium Property for the benefit of Owners at least forty-eight (48) hours in advance of such meeting, except in an emergency. In lieu of any physical posting of notice, the Board may adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and agenda on a closed-circuit television system serving the Association at least four (4) times every broadcast hour each day notice is required. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one (1) of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Upon notice to the Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium Property upon which all notices of Board meetings shall be posted. All meetings of the Board shall be open to all Owners. All Owners shall have the right to speak at

meetings of the Board with reference to designated agenda items; however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Owner statements.

6. Special meetings of the Board may be called by the chairperson of the Board or the president of the Association and must be called by the secretary of the Association at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally, by fax upon confirmation of receipt, by mail facsimile (upon confirmation of receipt) or e-mail, which notice shall set forth the time, place and purpose of the meeting.

7. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Any director's attendance at a meeting shall constitute a waiver of the notice of that meeting.

8. A quorum at Board meetings shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board, approved by a majority of votes present at a meeting at which a quorum is present, shall constitute the acts of the Board, except as specifically otherwise provided in the Declaration. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Once a quorum is present, the meeting may resume and any business which might have been transacted at the meeting as originally called may be transacted without further notice.

9. The presiding officer of Board meetings shall be the president of the Association. In the absence of the president, the members of the Board who are present shall elect a chairperson to preside.

10. Directors' fees, if any, shall be determined by the Owners, and no director shall receive a fee prior to the election of a majority of the members of the Board by Owners other than DVD.

11. Owner directors may be removed from the Board pursuant to Section 718.112(2)(j), Florida Statutes.

12. Anything to the contrary contained herein notwithstanding, any director appointed by DVD may be removed by DVD at any time. Upon such removal, DVD shall immediately appoint a replacement director and notify the remaining directors, if any, of such removal and appointment.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board, including, but not limited to, those existing under common law, statutes and the Condominium Documents. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Declaration governing the use of the Condominium Property, and shall include the following:

1. To adopt a budget and to make and collect assessments against Owners to defray the costs of operating the Condominium.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To maintain, manage, repair, replace and operate the Condominium Property, including, but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Condominium Property.

4. To reconstruct improvements after casualty and to construct further improvements to the Condominium Property.

5. To make and amend rules and regulations respecting the use of the Condominium Property.

6. To enforce by legal means the provisions of the Condominium Documents.

7. To contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board or Owners. Notwithstanding any provisions contained in these Bylaws to the contrary, it is the intent of these Bylaws that the Board shall not have the power to independently terminate the Property Management Agreement except as set forth in the Property Management Agreement. The Property Management Agreement may only be terminated in accordance with it own terms or by the vote of the Owners in accordance with Florida law.

8. To pay taxes and assessments which are liens against any part of the Condominium, and to assess the same against the Owner subject to such liens.

9. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed directly to an Owner.

10. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including, but not limited to, accountants and attorneys.

11. To bond any or all employees, officers and directors of the Association, for which the Association shall bear the costs.

12. To maintain, manage, repair, replace and operate the property of the single condominium resulting from a merger of this Condominium with another independent and separate condominium pursuant to the merger provisions of the Declaration.

13. To maintain all books and records concerning the Condominium and the Vacation Ownership Plan including, but not limited to, the maintenance of a complete list of the names, addresses and e-mail addresses of all Owners, a copy of which shall be provided to the Division of Florida Land Sales, Condominiums and Mobile Homes upon request.

14. To operate and administer or assign the operation and administration of any reservation system created for the Condominium, and to amend or revise the reservation system as is necessary from time to time. Notwithstanding any provisions contained in these Bylaws to the contrary, it is the intent of these Bylaws that the Board shall not have the power to independently terminate the Membership Agreement or DVC Resort Agreement except as set forth in the Membership Agreement or the DVC Resort Agreement, respectively.

15. To lease non-Condominium Property for the Association as lessee, and Condominium Property, including, but not limited to, Association Property and Common Elements, for the Association as lessor, in accordance with the Declaration.

16. To convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansions or other public purposes, whether negotiated or as a result of eminent domain proceedings.

V. OFFICERS

1. The executive officers of the Association shall be a president, a vice president, a secretary, and a treasurer, all of whom may be directors of the Association and who shall be elected annually by the Board at any meeting. Any person may hold two or more offices except that the president shall not also be the vice president, secretary or treasurer, or assistant secretary or assistant treasurer. The Board shall from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.

2. The president shall be the chief executive officer of the Association. The president shall have all of the powers and duties which are usually vested in the office of president including, but not limited to, the power of appointing committees from among the Owners from time to time, as the president may in the president's discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3. The vice president shall, in the absence or disability of the president, exercise the powers and duties of the president. The vice president shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Board.

4. The secretary shall keep the minutes of the proceedings of the Board and the Owners in a book available for inspection at any reasonable time by the directors or Owners, or their authorized representatives. The Association shall retain these minutes for a period of not less than seven (7) years. The secretary shall attend to the giving and serving of all notices required by law. The secretary shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed.

5. The treasurer shall have custody of all property of the Association including, but not limited to, financial records, funds, securities and evidences of indebtedness. The treasurer shall keep the financial records of the Association and shall keep the assessment rolls, the accounts of the Owners, and the books of the Association in accordance with good accounting practices. The treasurer shall perform all other duties incident to the office of treasurer of an Association and as may be required by the directors or the president of the Association.

6. The compensation of all employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a director or an officer as an employee of the Association nor from contracting with a director for the management of the Condominium.

VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and the Articles shall be supplemented by the following:

1. Assessments.

A. The Board shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include the expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including, but not limited to, fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board, or under the provisions of the Declaration. The Board is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium. The Board shall have the power, on behalf of the Association, to lease Common Elements of the Condominium in accordance with the provisions of the Declaration. Funds for the payment of Common Expenses shall be assessed against the Owners in the proportions of percentages of sharing Common Expenses, as provided in the Declaration. Assessments for Units shall be due on the fifteenth day of January each year and shall be considered delinquent if payment has not been received before the fourteenth day of February each year, unless otherwise ordered by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as provided for regular assessments, and shall be payable in the manner determined by the Board. If an Owner shall be in default in the payment of any assessment or taxes due on the Owner's interest, the Association shall have all collection rights available to it under Chapters 718 and 721, Florida Statutes. If any unpaid share of Common Expenses or assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or assessments shall be Common Expenses collectible from all the Owners.

B. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such an account shall designate the name and address of the Owners or Owner, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments. Assessments shall be made against Owners in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses

previously incurred. In the absence of a determination by the Board as to the frequency of assessments, assessments shall be due and payable annually. The personal liability of an Owner for assessments shall survive the termination of such Owner's membership in the Association.

C. Any Owner shall have the right to require a certificate from the Association showing the amount of unpaid assessments against such Owner with respect to the Owner's Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which the lien is against. Any person who relies upon such certificate shall be protected thereby.

D. Notice of any meeting at which assessments against Owners are to be considered, whether a meeting of the Board or of the Owners, shall specifically contain a statement that assessments will be considered and the nature of such assessments.

2. Budget.

A. The Board shall adopt an operating budget and a capital reserves budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association and estimates of the revenue received by the Association. The proposed annual operating budget of Common Expenses shall be detailed and shall show the amounts budgeted, by accounts and expense classifications. The capital reserves budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life, taking into account deferred maintenance, and estimated replacement cost of each reserve item. These reserve accounts may be waived, or less adequate reserves established, by a majority vote of the voting interests, voting in person or by proxy, at a duly called meeting of the Association. The budget shall include proposed assessments against each Owner, together with an annual total of assessments, and the following items, if applicable:

(a) Administration of the Association.
(b) Management fees.
(c) Maintenance.
(d) Rent for recreational and other commonly used facilities.
(e) Taxes upon Association Property.
(f) Taxes upon leased areas.
(g) Insurance.
(h) Security provisions.
(i) Operating Capital.
(j) Reserves.
(k) Fees payable to any governmental entities, if applicable.
(l) The costs and expenses of the Club, including, but not limited to, the DVC Reservation Component, that are attributed to the Condominium.
(m) Other expenses.

B. Copies of the proposed budget and proposed assessments shall be transmitted to each Owner at least fourteen (14) days prior to the meeting at which the budget is to be considered, together with a notice of the meeting which shall state the time and place of the meeting. The meeting shall be open to all Owners. If the budget is subsequently amended before the assessments are made, a copy of the amended budget or a description of any changes in the adopted budget and a disclosure regarding the Owner's rights to receive a copy of the adopted budget shall be furnished to each Owner. If an adopted budget requires assessment against the Owners in any fiscal or calendar year in excess of one hundred and fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application to it of ten percent (10%) of the voting interests of the Association, shall call a special meeting of the Owners within thirty (30) days, giving not less than ten (10) days written notice to each Owner. At the special meeting, Owners shall consider and enact a budget. The adoption of the budget at such a special meeting shall require a vote of a majority of all voting interests. The Board may propose a budget which exceeds one hundred and fifteen percent (115%) of the assessments for the preceding year to the Owners at a meeting of the Owners or in writing, and if the budget or proposed budget is approved at the meeting or by a majority of all voting interests in writing, the budget shall be adopted. In determining whether assessments exceed one hundred and fifteen percent

(115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for capital improvements to the Condominium Property, shall be excluded from the computation. However, as long as DVD is in control of the Board, the Board shall not impose an assessment for any year greater than one hundred and fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all voting interests of the Association.

3. The depository of the Association shall be such bank or other institution as permitted by applicable Florida law, as shall be designated from time to time by the Board and from which the monies in such accounts shall be withdrawn only by checks signed by such persons as are authorized by the Board.

4. The board of directors shall arrange for an annual independent audit of all the books and financial records of the association by a certified public accountant in accordance with generally accepted auditing standards as defined by the rules of the Board of Accountancy of the Department of Business and Professional Regulation. A copy of the audit shall be filed with the division and forwarded to the officers of the Association in accordance with Florida law.

5. The Board shall obtain fidelity bonding of all officers and directors who control or disburse funds of the Association, as defined in Chapter 718, Florida Statutes. The amount of such bonds shall be determined in accordance with Chapter 718, Florida Statutes. The premiums on such bonds shall be paid by the Association as a Common Expense.

VII. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Condominium Documents or with the statutes of the State of Florida.

VIII. AMENDMENTS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. Until the first election of a majority of directors by Owners other than DVD, proposal of an amendment to these Bylaws and approval thereof shall require the affirmative action of two-thirds (2/3) of the entire membership of the Board, and no meeting of the Owners nor any approval thereof is required.

3. After the first election of a majority of directors by Owners other than DVD, an amendment may be proposed by either the Board or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other. Except as otherwise provided herein, a resolution adopting a proposed amendment must receive approval of not less than two-thirds (2/3) of the votes of the entire membership of the Board and not less than a majority vote of the voting interests of the Association at a duly called meeting of the Association. Directors and Owners not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting.

4. These Bylaws shall be amended by DVD, if necessary, to make the same consistent with the provisions of the Declaration, the Master Declaration and the Ground Lease, to conform these Bylaws to meet the requirements of any governmental entity or statute, as may be in the best interests of the Association, and as it may deem appropriate, in its sole, absolute and unfettered discretion, to carry out the purposes of the project and to expand or enhance the Vacation Ownership Plan or the Disney Vacation Club.

5. An amendment when adopted or made shall become effective only after being recorded in the Public Records of Orange County, Florida. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text

text double underlined, and words to be deleted shall be lined through. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use double underlining and lining as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language "Substantial rewording of Bylaw. See Bylaw . . . for present text." Nonmaterial errors or omissions in the Bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

IX. SEVERABILITY AND CONFORMITY TO STATE LAW

These Bylaws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions hereof are in conflict with the Declaration, the Master Declaration, the Ground Lease or any rule of law or statutory provision of the State of Florida, as of the date of the recording of the Declaration, then such provisions of these Bylaws shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to the Declaration, the Master Declaration, the Ground Lease or such rule of law.

X. MANDATORY NON-BINDING ARBITRATION

Internal disputes arising from the operation of the Condominium among DVD, the Association, the Owners, their respective agents and assigns, or any or all of them, must be submitted first for resolution through non-binding arbitration pursuant to Florida law.

Bay Lake Tower At Disney's Contemporary Resort Condominium Association, Inc.
Estimated Operating Budget For The Year
January 1, 2014 Through December 31, 2014

	281 Vacation Homes	
Revenue Components	**2014 Annual Budget**	**2014 Annual Budget (Per Vacation Point)**
Interest Income - Taxes and Operating	$6,839	$0.0012
Member Late Fees and Interest	131,650	0.0229
Breakage Income	533,042	0.0930
Member Annual Dues Assessment	17,716,790	3.0905
TOTAL REVENUES AND INCOME	**$18,388,321**	**$3.2076**
Cost Components		
Administration and Front Desk	$3,489,937	$0.6088
Annual Audit	14,382	0.0025
DVC Reservation Component	35,079	0.0061
Fees to the Division	28,662	0.0050
Housekeeping	4,872,110	0.8498
Income Taxes	103,226	0.0180
Insurance	506,049	0.0883
Legal	1,000	0.0002
Maintenance	2,762,124	0.4818
Management Fee	2,045,248	0.3568
Member Activities	1,173,034	0.2046
Security	208,444	0.0364
Transportation	1,699,665	0.2965
Utilities	1,449,361	0.2528
TOTAL OPERATING EXPENSES	**$18,388,321**	**$3.2076**

Estimated Operating Budget Notes

All capitalized terms not defined in these budget notes will have the same meanings ascribed to such terms in the Component Site Public Offering Statement for Bay Lake Tower at Disney's Contemporary Resort. See also Additional Budget Notes.

Description of Revenue Components:

1. Interest Income - Taxes and Operating - Interest earned on (i) ad valorem tax deposits held in escrow and (ii) operating budget deposits invested until expended for operating expenses.

2. Member Late Fees and Interest - All delinquent Annual Dues payments are subject to a late fee of $25 per Ownership Interest, plus interest at the maximum rate permitted by law (currently 18 percent) accrued on the amount outstanding from the original due date.

3. Breakage Income - As stated in the Condominium Documents, Disney Vacation Club Management Corp. ("DVCMC") rents, during the Breakage Period, certain accommodations that have not been reserved by Members. The Association is entitled to receive, as breakage income, the proceeds of such rentals not to exceed 2.5 percent of the aggregate of the Condominium Operating Budget (total operating expenses less the sum of interest income and Member late fees and interest) and Capital Reserve Budget in each calendar year.

4. Member Annual Dues Assessment – The amount assessed to Owners with an Ownership Interest in Bay Lake Tower at Disney's Contemporary Resort.

Description of Cost Components:

1. Administration and Front Desk - Cost of front desk operations and resort management, including operating supplies and equipment rental. Also includes costs for operational and administrative support from the WALT DISNEY WORLD® Resort ("WDW").

2. Annual Audit - Fee for the independent audit of the Association's financial statements as required by Florida law.

3. DVC Reservation Component - Fee paid to Buena Vista Trading Company for providing the exchange component of the Club central reservation system.

4. Fees to the Division - Annual fee of $2, per Vacation Home, per week, assessed by the State of Florida for regulation of the timeshare industry in Florida.

5. Housekeeping - Cost of cleaning Vacation Homes and public areas; replacement of disposable amenities in Vacation Homes. Also includes the purchase, replacement and cleaning of linens and towels.

6. Income Taxes - Federal income taxes. Timeshare condominium associations may not claim non-profit status for federal income tax purposes under current regulations.

7. Insurance - Cost of insurance premiums for property coverage, general liability, workers' compensation, crime and Director's and Officer's liability.

8. Legal - Cost of legal counsel regarding Association business.

9. Maintenance - Cost of interior and exterior maintenance and repairs not paid for out of replacement reserves. Also includes landscaping, pest control and fire alarm monitoring.

10. Management Fee - Fee paid to DVCMC for providing management services to the Association according to the Property Management Agreement. The fee is equal to 12 percent of the total Operating Budget (total operating expenses less the sum of interest income, Member late fees and interest, and breakage income) and Capital Reserve Budget exclusive of transportation fees and the management fee.

11. Member Activities - Cost of recreation operations, certain Member activities and events at the Resort. Cost of quarterly Member newsletter, annual Association meetings and printing and postage for Association legal mailings.

12. Security - Cost of guard coverage at the Resort.

13. Transportation - Cost of WDW transportation provided to the Resort.

14. Utilities - Cost of electricity, gas, water, sewer, solid waste disposal, cable television and telephone service at the Resort.

General Notes:

1. Property Management Subcontract - Certain of the variable and semi-variable expenses related to the provision of hospitality services to the Condominium as set forth in the 2014 Estimated Annual Operating Budget, including expenses for housekeeping, maintenance and front desk operations, may be lower than they otherwise would be if such services were being provided only to the Condominium instead of included in a property management subcontract that takes into account that the services are also being provided to adjacent accommodations that are not part of the Condominium.

2. Developer Guarantee - DVD has agreed to guarantee to each Purchaser and Owner that they will only be required to pay an assessment for operating expenses of $3.0905 per Vacation Point through December 31, 2014, exclusive of ad valorem taxes which are billed separately. In consideration of this guarantee and pursuant to Florida law, DVD will be excused from the payment of its share of the expenses which otherwise would have been assessed against its unsold Ownership Interests during the term of the guarantee. As a consequence of this exemption, during the term of this guarantee, existing Owners and current Purchasers will not be specially assessed with regard to Common Expenses, except as hereinafter provided, if Common Expenses exceed the guarantee per Vacation Point amount and DVD will pay any difference between actual expenses and assessments collected from all Owners and income from other sources. Amounts expended for any insurance coverage required by law or the Condominium Documents to be maintained by the Association and depreciation expense related to real property shall be excluded from the calculation of the Developer obligation except that for real property used for the production of fees, revenue or other income depreciation expense shall be excluded only to the extent they exceed the net income from the production of such fees, revenue or other income. DVD will pay such expenses as needed to meet expenses as they are incurred. However, any expenses incurred during the guarantee period resulting from a natural disaster or an act of God, which are not covered by insurance proceeds from the insurance maintained by the Association, will be assessed against all Owners owning Ownership Interests on the date of such natural disaster or act of God, or their successors or assigns, including DVD, provided that during any period of time DVD controls the Association pursuant to Section 718.301, Florida Statutes, the Association maintains all insurance coverages required by Section 721.165, Florida Statutes. DVD reserves the right, but is under no obligation, to extend and/or increase the amount of this guarantee for one (1) or more periods of one (1) year each after the expiration of this guarantee period on December 31, 2014, as permitted by Florida law.

See also Additional Budget Notes.

Estimated Capital Reserves Budget For January 1, 2014 Through December 31, 2014

Replacement Fund Components	281 Vacation Homes 2014 Annual Budget	2014 Annual Budget (Per Vacation Point)
Capital Reserves	$3,087,721	$0.5386
Interest Income	(15,865)	(0.0028)
TOTAL CAPITAL RESERVES BUDGET	**$3,071,856**	**$0.5358**

Capital Reserve Analysis For The Year Ended December 31, 2013

Replacement Fund Components	Estimated Fund Balance as of December 31, 2013	Estimated Useful Lives (Years)	Estimated Remaining Useful Lives (Years)	Estimated Current Replacement Costs (281 Vacation Homes)
Roof Replacement/Repair		10 - 40	3 - 35	$2,963,637
Interior Refurbishment		7 - 28	2 - 23	30,620,583
External Building Painting		7	2	1,894,738
Common Element Renovation		3 - 30	1 - 25	14,971,432
Pavement Resurfacing		3 - 20	2 - 15	993,700
Capital Reserves	$14,729,077			
TOTAL	**$14,729,077**			**$51,444,090**

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Estimated Capital Reserves Budget Notes

All capitalized terms not defined in these budget notes will have the same meanings ascribed to such terms in the Component Site Public Offering Statement for Bay Lake Tower at Disney's Contemporary Resort. See also Additional Budget Notes.

1. Funds Covered - The annual budget for Capital Reserves covers funds set aside, in accordance with Florida Statutes using the pooling accounting method, for the repair or replacement of major items pertaining to the Units and Common Elements with a useful life of greater than one year. The interest earned on these funds remains in the Capital Reserves account and is not absorbed into the Operating Budgets.

2. Developer Guarantee - DVD has agreed to guarantee to each Purchaser and Owner that they will only be required to pay an assessment for reserves expenses of $0.5358 per Vacation Point through December 31, 2014, exclusive of ad valorem taxes, which are billed separately. In consideration of this guarantee and pursuant to Florida law, DVD will be excused from the payment of its share of the Common Expenses which otherwise would have been assessed against its unsold Ownership Interests during the term of the guarantee. As a consequence of this exemption, during the term of this guarantee, DVD will pay any difference between actual expenses and assessments collected from all Owners and income from other sources. DVD will pay such expenses as needed to meet expenses as the expenses are incurred. However, any Common Expenses incurred during the guarantee period resulting from a natural disaster or an act of God, which are not covered by insurance proceeds from the insurance maintained by the Association, will be assessed against all Owners owning Ownership Interests on the date of such natural disaster or act of God, or their successors or assigns, including DVD, provided that during any period of time DVD controls the Association pursuant to Section 718.301, Florida Statutes, the Association maintains all insurance coverages required by Section 721.165, Florida Statutes. DVD reserves the right, but is under no obligation, to extend and/or increase the amount of this guarantee for one (1) or more periods of one (1) year each after the expiration of this guarantee period on December 31, 2014, as permitted by Florida law.

See also Additional Budget Notes.

Additional Budget Notes

1. 2014 Dollars - All costs are stated in 2014 dollars unless otherwise indicated.

2. Shared Facilities – The use of certain facilities, including without limitation, hotel check-in facility, back office facilities, telephone equipment rooms, etc., are being provided to the Resort pursuant to the terms of either the Property Management Agreement or the Master Declaration as a shared area, the cost of operating and maintaining such facilities being apportioned among its users including Owners and are included in certain of the Cost Components in the 2014 Estimated Operating Budget, including Administration and Front Desk, Housekeeping, Maintenance, Utilities and Member Activities. If the Resort was required to provide such facilities within the Condominium Property and solely for the use and benefit of the owners, the cost of operating the Condominium Property would increase.

3. Books and Records - The books and records for the Association are maintained at: 1390 Celebration Boulevard, Celebration, Florida 34747. The person responsible for the upkeep and custodianship of the books and records of the Association is the Treasurer of the Association, (407) 566-3000.

4. Related Party Transactions - DVD is a Florida corporation and a subsidiary of The Walt Disney Company ("TWDC"), a Delaware corporation. DVD acquired the property under the terms of a ground lease by and between Walt Disney Parks and Resorts U.S., Inc. ("WDPR"), a Florida corporation (formerly Walt Disney World Co.), its successor and assigns, as successor by merger to Walt Disney World Hospitality & Recreation Corporation ("WDWHRC"), and DVD. WDPR is also a subsidiary of TWDC. The terms of the ground lease permit DVD to develop certain real property in Orange County,

Florida, for the purpose of offering prospective purchasers ownership interests in Condominium units as part of the vacation ownership plan. Unless otherwise extended, the ground lease will expire on January 31, 2060, and vest to the benefit of WDPR.

Certain directors or officers of DVD or DVCMC serve on the Board or as officers of the Association. Certain directors or officers of the Association are also employees of TWDC or its affiliates.

DVD retains no less than 2 percent of the total ownership interests in each unit declared in the Condominium and is responsible for annual dues with respect to its retained or unsold ownership interests. DVD has retained ownership interest equivalent to approximately 114,731 vacation points. In addition, DVD also had unsold ownership interests equivalent to approximately 99,590 vacation points as of December 31, 2012. During the year ended December 31, 2012, DVD annual dues paid to the Association were $839,526.

As of December 31, 2012, the amount due to DVD related to overpayment of annual dues was $74,011.

DVCMC, a Florida corporation, is the manager of the Association and is also a subsidiary of TWDC.

Management fees payable to DVCMC are 12 percent of the total operating and reserve budget exclusive of real estate taxes, transportation fees, and the management fee. Management fees incurred during the year ended December 31, 2012, were $1,800,843.

DVCMC has entered into an agreement with the Association whereby DVCMC may operate a resort hotel operation with respect to the rental of unreserved accommodations in the Condominium. Gross proceeds, resulting from the rental of unreserved accommodations, are retained by the Association up to an amount equal to 2.5 percent of the adjusted operating and reserve budget, as defined, in each calendar year, as breakage revenue. During the year ended December 31, 2012, the Association received $476,458 in breakage revenue.

Substantially all operating expenses have been allocated to the Association from DVCMC, and certain operating expenses have been rendered by or incurred through other TWDC entities.

Amounts due to or from DVCMC are payable in full and due on demand. As of December 31, 2012, the amount due to DVCMC for allocable expenses was $613,868.

5. Management Agreement - The Association currently has a three-year management agreement ending July 1, 2014 with DVCMC. Thereafter, the management agreement automatically renews for successive periods of three (3) years each, upon its scheduled expiration, unless either party gives the other written notice of nonrenewal, as stipulated in the agreement. DVCMC provides on-site management and maintenance services, and off-site administrative and accounting services.

   Pursuant to the Agreement, DVCMC has been delegated the authority by the Association to provide all services, through employees and experts retained by it, incidental to the management and operation of the Condominium. In connection therewith, substantially all operating expenses have been allocated to the Association from DVCMC. However, certain operating expenses may be incurred through other Disney entities.

6. Vacation Homes - Wherever used throughout this budget, the term Vacation Home does not include studio or one bedroom accommodations that comprise part of a two bedroom lockoff Vacation Home.

7. Use Availability Periods - Pursuant to Section 721.13(3)(c)1, Florida Statutes, the total number of 7-day annual use availability periods currently registered with the State of Florida is 14,331.

Estimated Ad Valorem Taxes for January 1, 2014 through December 31, 2014

The amount of ad valorem taxes assessed against each Unit will be determined by the Orange County Property Appraiser's Office and the Reedy Creek Improvement District Appraiser, respectively. The ad valorem tax assessments to be included on your 2014 Annual Dues billing statement will be $1.1583 per Vacation Point. This is DVCMCs best estimate of the actual taxes, which will be assessed for the tax year 2014. DVCMC does not certify this ad valorem tax estimate. Each Owner is responsible for his or her per Vacation Point share of the actual tax bill received each year from the tax collector's office. Any difference between the tax estimate and actual taxes paid on the Owner's behalf will be applied towards the Owner's subsequent year's tax assessment.

2014 Estimated Annual Dues Assessment

The estimated Annual Dues for the year January 1, 2014 through December 31, 2014 are $4.7846 per Vacation Point, which is comprised of the estimated Annual Operating Budget ($3.0905 per Vacation Point), the estimated Annual Capital Reserves Budget ($0.5358 per Vacation Point) and the estimated ad valorem taxes ($1.1583 per Vacation Point). The total amount of Annual Dues paid by a Purchaser or Owner is determined by multiplying the total number of Vacation Points represented by the Ownership Interest purchased by $4.7846. For example, if the Ownership Interest is represented by 230 Vacation Points, the estimated Annual Dues would be $1,100.46.

CONDOMINIUM RULES AND REGULATIONS OF BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT, A LEASEHOLD CONDOMINIUM

Each Owner at Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, shall be governed by and shall comply with the terms of the Condominium Documents and these Condominium Rules and Regulations adopted pursuant to the Condominium Documents. All terms used in these Condominium Rules and Regulations shall have the same meaning as the identical terms used in the Declaration of Condominium for Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium. Failure of an Owner to comply with the provisions of the Condominium Documents and these Condominium Rules and Regulations shall entitle the Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including, without limitation, an action for damages, an action for injunctive relief or an action for declaratory judgment.

1. Personal Use. Except for Units or Ownership Interests owned by DVD, which may be utilized as provided in the Declaration of Condominium, each of the Vacation Homes shall be occupied only as vacation accommodations. Except for Units or Ownership Interests owned by DVD, rentals of Vacation Homes to the general public by DVD or the Management Company and use of Vacation Points in connection with the DVC Reservation Component or external exchange programs, use of the accommodations, commonly used facilities, and recreational facilities of the Condominium is limited solely to the personal use of the Owners or Cotenants, their lessees, guests, exchangers and invitees and for recreational uses by corporations and other entities owning Ownership Interests in a Unit. No Owner may occupy a Unit or Vacation Home or use any recreational facilities or Common Elements at any time other than during the time that a Vacation Home is properly reserved in accordance with the Condominium Documents. Except as set forth above, use of Vacation Homes, recreational facilities and Common Elements, other than Commercial Units and Commercial Unit LCEs, for commercial purposes or any purposes other than the personal use described herein is expressly prohibited. "Commercial purpose" shall include a pattern of rental activity by a Cotenant that the board of directors of the Association (the "**Board**"), in its reasonable discretion, could conclude constitutes a commercial enterprise or practice. From time to time, to the extent that the Board determines that use is occurring that is for a commercial purpose, the Board may in its sole and absolute discretion, adopt and amend policies to provide what constitutes a commercial enterprise, practice or purpose. The Association has adopted a policy regarding what constitutes a commercial enterprise, practice or purpose, which policy is a record of the Association and may be reviewed upon request. No Vacation Home in any Unit may be divided or subdivided into a smaller Vacation Home without prior written approval of DVD. No Ownership Interest may be added to a vacation ownership plan, multisite timeshare plan, vacation club or exchange program except as provided in the Declaration of Condominium without written approval of DVD. The provisions of this Section 1 do not apply to DVD or the Management Company.

It is expressly contemplated that Commercial Units and Commercial Unit LCEs may be operated as, and portions of the Master Property and nearby properties owned by The TWDC Companies are and will continue to be operated as, commercial spaces containing stores, restaurants, entertainment areas and other public establishments which may have nighttime hours of operation and which may result in noise or light levels in excess of that typically occurring in areas consisting solely of residential accommodations, including, without limitation, fireworks and concerts. In addition, a monorail system and other transportations systems are operated on portions of the Master Property and nearby properties owned by The TWDC Companies which also may result in noise or light levels in excess of that typically occurring in areas consisting solely of residential accommodations. Nothing contained within these Condominium Rules and Regulations shall be deemed to prohibit such commercial activity.

2. Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended as set forth in the Declaration.

3. Nuisances. No nuisance shall be allowed upon the Condominium Property nor within a Unit or a Vacation Home, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the property by the Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No Owner shall permit any use of a Unit or a Vacation Home or make any use of the

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Common Elements that will increase the cost of insurance upon the Condominium Property beyond the cost generally charged for intended use.

As more specifically provided in the Master Declaration, Worldco has reserved unto itself easement rights over, under and across all the Master Declaration Property for the purpose, among other things, of maintaining and supporting a monorail, boat launch, and/or a street or other right-of-way servicing properties owned by Worldco or the TWDC Companies as part of the larger Walt Disney World transportation system. In the event these easement rights are exercised, it may result in noise or light levels in excess of that typically occurring in areas consisting solely of residential accommodations and may result in an obstruction of views.

4. Non-Smoking Policy. Smoking in any accommodations, common areas, limited common areas, commercial areas, or any other areas (including but not limited to balconies, sidewalks, entrances, driveways, passages, vestibules, and stairways) of the Condominium Property, other than those areas specifically designated for smoking, is expressly prohibited. The Association may charge a cleaning fee for any violation of this policy in an amount to be determined at the sole discretion of the Association and the Management Company.

5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, a Unit or a Vacation Home, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property, a Unit or a Vacation Home shall be the same as the responsibility for the maintenance and repair of the property concerned.

6. Leasing of Vacation Homes. All of the terms and provisions of the Condominium Documents and these Condominium Rules and Regulations pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Vacation Home as a tenant to the same extent as against an Owner. Any lease or rental agreement, whether oral or written and whether specifically expressed in such agreement or not, shall be deemed to contain a covenant upon the part of each such tenant designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease or rental agreement in the event of violations by the tenant of the terms and provisions of the Condominium Documents or Condominium Rules and Regulations. All leasing or rental agreements relating to the use, occupancy and possession of any Vacation Home must be in writing and must set forth an acknowledgment and consent on the part of the lessee-sublessee-tenant to use, occupy and possess such Vacation Home in conformance and compliance with the provisions of the Condominium Documents and these Condominium Rules and Regulations. In the event an Owner fails to secure a written leasing or rental agreement, the Association reserves the right to request the lessee-sublessee-tenant to execute an acknowledgment to use and occupy the rented or leased Vacation Home in conformance and compliance with the Condominium Documents and these Condominium Rules and Regulations.

7. Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, Units or Vacation Homes, except that the right is specifically reserved in DVD, to place and maintain "For Sale" and "For Rent" signs for so long as it may have Units or Ownership Interests to sell or lease in this Condominium or any other DVC Resort, and except as permitted by the Board from time to time.

8. Prohibited Vehicles. No trucks, motorcycles, trailers or commercial vehicles (excluding those vehicles owned by DVD or the Management Company) shall be parked in any parking space, except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the Condominium, the Association or the Owners. Bicycles and motorcycles shall not be stored on the Condominium Property, except in such areas designated for this purpose or except as permitted by the Board.

9. No Pets. All pets are prohibited. No pets of any type are allowed on Condominium Property. The provisions of this paragraph shall not apply to service animals, as defined by the Americans With Disabilities Act.

10. Exterior Appearance. No Owner shall decorate or alter any part of a Unit or a Vacation Home so as to affect the appearance of a Unit or a Vacation Home from the exterior. Such decoration or alteration shall include painting or illumination of the exterior of a Unit or a Vacation Home, display of plants or other objects upon balconies or railings or exterior window sills or ledges, reflective film or other window treatments, draperies,

window shades, screen doors and lights. The Association shall have the sole discretion, which may be based on aesthetic principles only, to determine compliance with this provision.

11. Antennas. No antennas or satellite transmission receivers of any type designed to serve a Unit or a Vacation Home shall be allowed on the Common Elements or Limited Common Elements, except as provided by the Association to serve as a master antenna for the benefit and use of the Condominium. Notwithstanding such restriction, the Owners of Commercial Units may place such antennas or satellite transmission receivers upon Commercial Units or Commercial Unit LCEs. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception, except for permitted equipment on the Commercial Units or Commercial Unit LCEs.

12. Decor of Vacation Homes. No Owner shall alter the furnishings, appliances, personal property or decor of any Unit or Vacation Home without the prior written consent of the Board. The Association shall determine the interior color scheme, decor and furnishings of each Unit and Vacation Home as well as the proper time for redecorating and renovating the Unit or Vacation Home and its contents.

13. Noise. Should noise transmission within the Condominium create a disturbance or a nuisance, the responsibility is with the Owner to abate the noise transmission and not with the Association. In order to insure the comfort of all Owners and authorized users, radio, stereo and television sets, and any and all other such audio equipment generating noise should be turned down to a minimum volume so as not to disturb other persons between the hours of 11:00 p.m. and 8:00 a.m. All other unnecessary noises between these hours should be avoided. Nothing contained within this paragraph shall be deemed to prohibit commercial activity occurring within any Commercial Unit or on any Commercial Unit LCE.

14. Obstructions. Sidewalks, entrances, driveways, passages, patios, courts, vestibules, stairways, corridors, halls and/or all other areas intended for common use must be kept open and shall not be obstructed in any manner. Rugs or mats, except those either permitted or placed by the Association, must not be placed outside of doors or in corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window of a Unit or any part of the Condominium Property, except such as shall have been approved in writing by the Board or as is permitted to DVD pursuant to these Condominium Rules and Regulations or the Condominium Documents; nor shall anything be projected out of any window in the Condominium Property without similar approval. All personal property of Owners shall be stored within the Vacation Home.

15. Children. Children are to play only in areas either designated or clearly intended for play, and they are not to play in public halls, on stairways, or other common areas which would cause an obstruction. Reasonable supervision by parents or guardians must be exercised at all times when children are playing on the Condominium Property.

16. Balconies. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges or balconies, except as permitted by the Board. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung up or shaken from windows, doors or balconies. No cooking shall be permitted on any balcony of a Unit. Owners shall not allow anything to be thrown or to fall from windows, doors, balconies or the interior of the building from hall doors.

17. Hallways. Bicycles, garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls or on staircase landings. No Owner shall allow doors to the corridor to remain open for any purpose other than for immediate ingress and egress.

18. Entry for Emergencies. In case of emergency originating in or threatening any Unit or Vacation Home, regardless of whether or not the Owner is present at the time of such emergency, the Board, the Management Company or any other person authorized by them, shall have the right to enter such Unit or Vacation Home for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry into Units and Vacation Homes in the event of any such emergency, the Association or its designee shall be allowed to retain a key for each Unit and each Vacation Home.

19. Plumbing. Plumbing shall not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags or other foreign substances shall be deposited into the plumbing.

20. Roof. Owners are not permitted on the roof of any building within the Condominium Property for any purpose without the express written approval of the Board or Management Company.

21. Solicitation. There shall be no solicitation by any person anywhere on the Condominium Property for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the Board or the Management Company, except for solicitation by DVD in marketing Ownership Interests or related products.

22. Parking. No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of an Owner shall be parked in any unauthorized area or in such manner as to impede or prevent access to another Owner's or authorized user's parking space or any fire lanes. The Association or Management Company has the right to limit the number of vehicles permitted to be parked on the Condominium Property in connection with occupancy of a Unit. No repair of vehicles shall be made within the Condominium Property. No Owner shall store or leave boats, trailers, mobile homes, recreational vehicles and the like on the Condominium Property, except in areas, if any, designated for same; provided, however, that boats, trailers, mobile homes, recreational vehicles and the like may be parked on the Condominium Property if the vehicle is less than the width of the interior of the lines of one (1) individual parking space and does not exceed twenty-four (24) feet in length. If the vehicle is wider than the width of the interior lines of one (1) individual parking space or if the vehicle exceeds twenty-four (24) feet in length, then such vehicle may not be parked on the Condominium Property without the prior permission of the Association or Management Company. No trucks or buses may be parked anywhere on Condominium Property, except for those of DVD or the Management Company, if any. Parking spaces are not assigned as appurtenances to particular Units or Vacation Homes. As such, each space may be used by any Owner, family member, lessee or guest. Owners may not park vehicles in spaces designated for handicapped persons, unless they fall within this category of individuals, and the Association or Management Company shall have the right to notify local authorities of any such violations. All vehicles shall be parked within the painted lines of one individual parking space and in no event shall a vehicle exceed, in width, the interior of the painted lines of one individual space. The Owners, their employees, servants, agents, visitors, licensees and the Owner's family will obey all posted parking regulations. Vehicles parked in any unauthorized area or impeding or preventing access to another Owner's or authorized user's parking space or any fire lanes are subject to being towed away at the Owner's or authorized user's sole expense.

23. Use of Swimming Pools, Whirlpools, and/or Other Facilities. Owners and authorized users of the swimming pools, whirlpools and/or other facilities do so at their own risk. All users are requested to obey the posted rules. Children under ten (10) years of age using any swimming pools, whirlpools, and/or other available facilities must be accompanied and supervised by a responsible adult.

Swimming in the pools and/or whirlpools and use of other facilities is permitted only during the posted hours of operation. Since the facilities are not guarded, persons using the facilities do so at their own risk. Persons using all facilities must be appropriately attired.

The following are the basic rules for persons using the swimming pools and/or whirlpools:

a. Shower thoroughly each and every time before entering.

b. Pneumatic floats or other items of similar nature, except for Board-approved floatation devices, are not permitted in the pools or whirlpools.

c. Running and/or ball playing or throwing objects is not permitted in the general pool area except in designated areas and in connection with various activities as permitted by the Board from time to time.

d. Beverages may be consumed within the pool areas, but absolutely no glass, glass bottles or other glass containers shall be allowed within the pool area. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from broken glass.

e. If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.

f. No children in diapers will be allowed in the pools and/or whirlpools.

g. Pool towels are provided at the pool for your convenience. No person or party may leave personal items, including towels to reserve pool chairs.

h. There will be no swimming or fishing allowed in any lakes, retention ponds and/or lagoons.

24. Storage of Dangerous Items. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit or Vacation Home, Common Element or Limited Common Element except as are required for normal household use. This provision shall not apply to the storage of such materials in Commercial Units or Commercial LCEs where such storage is for commercial purposes.

25. Employees/Agents Control and Entry of Units for Maintenance. Employees and/or agents of the Association or Management Company, and employees and/or agents of DVD's on-going sales program, shall not be sent off the Condominium Property by any Owner or authorized user at any time for any purpose. No Owner or authorized user shall direct, supervise or in any manner attempt to assert any control over the employees of the Management Company or the Association. Violations of these Condominium Rules and Regulations, or other matters of concern, should be brought to the attention of the Management Company for proper resolution. Employees or agents of the Management Company shall be permitted to enter Units or Vacation Homes for maintenance and repairs during reasonable hours.

26. Complaints. Complaints regarding the operation of the Condominium shall be made in writing first to the Management Company, as long as the Property Management Agreement remains in effect, and thereafter, to the Board.

27. Payment of Maintenance Fees, Special Charges and Fines. Payment of maintenance fees, special charges, and fines shall be made at the office of the Management Company or at such other location as designated by the Management Company from time to time. Payments made in the form of checks shall be made to the order of such party as the Management Company shall designate.

28. Weapons. No explosives, firearms, or weapons of any kind shall be permitted in any Unit or Vacation Home or anywhere on the Condominium Property without the approval of the Board.

29. Non-Payment of Assessment. Any Owners who are delinquent in payment of their assessments may be denied the right to make reservations, access, check-in and occupancy of a Vacation Home in accordance with Section 721.13(6), Florida Statutes, until all delinquent assessments are paid in full. In addition, the Board or the Management Company may rent the delinquent Owner's Vacation Home in accordance with Section 721.13(6), Florida Statutes. Assessments and installments on such assessments paid on or before fifteen (15) days after the date when due shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the highest rate permitted by law from the date when due until paid. In addition to such interest, the Association may charge an administrative late fee on delinquent accounts in an amount not to exceed the amount permitted under Florida law. In addition, the Association may authorize the Management Company to charge a non-sufficient funds fee on all returned checks or dishonored electronic debits in an amount not to exceed the amount permitted under Florida law.

30. Right of Occupancy - Holdover Owners. In the event Owners, their lessees, guests, exchangers or invitees fail to vacate a Vacation Home upon the expiration of any reserved use period each year, as may be required by the rules and regulations governing occupancy of the Vacation Home or as otherwise established by the Management Company, such persons shall be deemed a "holdover owner" or, to the extent permitted by law and at the election of the Association or Management company, such person shall be deemed not to be exercising his/her Ownership Interest but rather deemed a "trespasser", in which case the Association or Management Company shall be entitled to exercise the remedies available to it under Chapter 509, Florida Statutes. It shall be the responsibility of the Association to take such steps as may be necessary to remove such holdover owner from the Vacation Home, and to assist the holder of any subsequent reservation who may be affected by the holdover owner's failure to vacate to find alternate accommodations during such holdover period.

a. In addition to such other remedies as may be available to it, the Association shall have the right to secure, at its expense, alternate accommodations for any holder of a subsequent reservation who may

not occupy the Vacation Home due to the failure to vacate of any holdover owner. Such accommodations shall be as similar to the reserved Vacation Home as possible. The holdover owner shall be charged for the cost of such alternate accommodations, any other costs incurred due to the holdover owner's failure to vacate, and an administrative fee of One Hundred Dollars ($100.00) per day or the maximum amount permitted by applicable law, whichever is less, during this period of holding over. In the event it is necessary that the Association contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the holdover owner, although the One Hundred Dollars ($100.00) per day administrative fee shall cease upon actual vacating by the holdover owner.

b. The Association shall submit a bill to the holdover owner in accordance with this rule. Before the Association may levy a fine against a party for violation of any of the provisions of the Condominium Documents, the Association must afford the party reasonable notice of the levy and a right to a hearing as required under Florida law.

c. The foregoing provisions shall not abridge the Association's right to take such other action as is provided by law including, without limitation, eviction proceedings. Further, the foregoing provisions shall not limit the Association's right to take any action permitted by Florida law against trespassers who are not Owners.

31. No Private Watercraft. No boats, jet-skis, waverunners or watercraft of any kind shall be used, stored or brought onto the Condominium Property by any Owner, lessee, guest, exchanger or invitee except in such areas and under such conditions as may be determined by the Board from time to time.

32. Security. Owners shall at all times lock and secure their unattended motor vehicles parked or located upon the Condominium Property, and they shall not leave any valuables in plain sight within or upon such vehicles. During their occupancy, Owners shall at all times lock and secure all doors, windows, balconies or other points of possible entry with respect to their accommodations (except when any such point of entry is in use by Owners or their lessees, guests, exchangers or invitees). Neither the Management Company nor the Association shall be responsible for the safekeeping or protection of personal property brought onto the Condominium Property.

33. Check-In, Check-Out Times. Check-in time for all Disney Vacation Club Resorts is 4:00 p.m. Check-out time for all Disney Vacation Club Resorts is 11:00 a.m. The front desk must approve any exceptions to these times.

34. Repairs and Replacements. Each Owner shall bear in their entirety any expenses for repairs or replacements to the Condominium Property occasioned by the specific use or abuse of such Owner or any lessee, guest, exchanger, tenant, or invitee of said Owner.

35. Timeshare Plans, Fractional Plans and Clubs. Except as provided in the Declaration, 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 (a) shall be created, established, operated or maintained with respect to the Condominium Property or the Ownership Interests; (b) shall acquire or accommodate Condominium Property or Ownership Interests; or (c) shall be permitted to incorporate an Ownership Interest into such entity, program, structure, scheme, device or plan, except by the Developer or except with the prior written authorization from the Developer, which authorization may be given or withheld in the Developer's sole and absolute discretion, and which authorization shall be evidenced by a written instrument executed by the Developer, recorded in the Public Records, and containing a reference to the Declaration.

36. Violations of Condominium Rules and Regulations. If and to the extent that any of the foregoing, Condominium Rules and Regulations are violated, the Association and the Management Company shall have the right to exercise all rights and remedies available under applicable law against those individuals or entities violating the Condominium Rules and Regulations. In addition, if and to the extent that any violations, in the Board's judgment, (1) involve safety or security, (2) are crimes, or (3) adversely affect the reasonable enjoyment

of the Condominium Property by other owners; those individuals committing such violations may be removed from the Condominium Property to the fullest extent permitted by law.

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09/08/2008 11:44:21 AM Page 1 of 8
Rec Fee: $69.50 Doc Type: AGM
Deed Doc Tax: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: DISNEY VACATION CLUB COMP

This instrument prepared by and return to:

John M. McGowan, Esquire
c/o Compliance Department
Disney Vacation Development, Inc.
200 Celebration Place
Celebration, FL 34747
(407) 566-3000

MASTER COTENANCY AGREEMENT

THIS MASTER COTENANCY AGREEMENT (this "**Agreement**") is entered into effective as of the Commencement Date (as defined in Paragraph 10) by and among DISNEY VACATION DEVELOPMENT, INC., a Florida corporation, whose address is 200 Celebration Place, Celebration, Florida 34747 ("**DVD**"); DISNEY VACATION CLUB MANAGEMENT CORP., a Florida corporation; whose address is 200 Celebration Place, Celebration, Florida 34747 ("**DVCMC**"); BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 200 Celebration Place, Celebration, Florida 34747 ("**Association**"); and the owners of Ownership Interests as tenants-in-common in each Condominium Unit in Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, more specifically described below (individually, "**Cotenant**" and collectively, "**Cotenants**").

WITNESSETH:

WHEREAS, DVD is the developer of Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium (the "**Condominium**"), according to the Declaration of Condominium thereof as recorded in Official Records Book 9755, Page 2293, Public Records of Orange County, Florida, and all amendments thereto (the "**Declaration**") pursuant to which "**Units**" and "**Common Elements**" have been created as provided for and defined in the Declaration; and

WHEREAS, DVD is offering undivided tenant-in-common interests ("**Ownership Interests**") in each Unit in the Condominium calculated in accordance with Exhibit "A" attached hereto and incorporated herein by reference, and has made such Ownership Interests subject to a vacation ownership plan pursuant to Chapter 721, Florida Statutes (the "**Vacation Ownership Plan**"); and

WHEREAS, pursuant to the Declaration, the Association has the responsibility and obligation to operate and manage the Condominium; and

WHEREAS, the Association has assigned its responsibilities and obligations to operate and manage the Condominium to DVCMC pursuant to the terms of a property management agreement (the "**Property Management Agreement**") and the Disney Vacation Club Membership Agreement for the Condominium (the "**Membership Agreement**"); and

WHEREAS, DVD, to implement the Vacation Ownership Plan, has provided for the creation of a central reservation system and related services (the "**Disney Vacation Club**" or "**Club**"); and

WHEREAS, the Club includes the operation of a reservation system for the assignment and use of accommodations in each Unit designed for separate occupancy and use ("**Vacation Homes**") and the facilities of the Condominium pursuant to the priorities, restrictions and limitations established by DVCMC from time to time in accordance with the Vacation Ownership Plan (the "**Home Resort Reservation Component**"); and

WHEREAS, the respective Ownership Interest of each Cotenant, including DVD, is symbolized by a number of Home Resort Vacation Points calculated in accordance with Exhibit "A" attached hereto; and

WHEREAS, DVD will retain the ownership of a certain undivided interest in each Unit in the Condominium for its own use and benefit, and such Ownership Interests will be symbolized by a number of Home Resort Vacation Points calculated in accordance with Exhibit "A" attached hereto; and

©Disney

State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of
the document as reflected in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER
By: Deputy Comptroller
Dated: Sept 9, 2008

COUNTY COMPTROLLER SEAL ORANGE COUNTY, FLORIDA

WHEREAS, pursuant to the Declaration, each Unit in the Condominium will contain a certain number of Vacation Homes and the number of Vacation Homes may vary from Unit to Unit; and

WHEREAS, pursuant to the Declaration and to the Membership Agreement, each Cotenant must make a reservation through the Home Resort Reservation Component in order to use a Vacation Home within a Unit, regardless of the Unit in which the Cotenant has an Ownership Interest; and

WHEREAS, in order to facilitate: (i) the Vacation Home reservation process within each Unit; (ii) the reservation process among all Units in the Condominium; (iii) the proper allocation and discharge of all of the duties and obligations appurtenant to Unit ownership pursuant to the Declaration, pursuant to Chapter 718, Florida Statutes, and pursuant to Chapter 721, Florida Statutes; and (iv) the reservation process regarding the Vacation Homes and facilities of the Condominium, DVD and the other Cotenants, the Association, and DVCMC hereby agree as follows:

1. Definitions. All terms used in this Agreement shall have the same meaning as the identical terms used in the Declaration unless otherwise defined herein or unless the context otherwise requires.

2. Allocation of Unit Expenses and Liabilities. Each Unit in the Condominium will be assessed at least annually for its share of the Common Expenses of the Condominium pursuant to the Declaration. Each Unit will also be assessed for ad valorem taxes by Orange County, Florida and Reedy Creek Improvement District, respectively. Pursuant to Chapter 718 and the Declaration, the Cotenants as the owners of a Unit are jointly and severally liable for all Common Expenses of the Condominium attributable to that Unit. The Cotenants are also jointly and severally liable for all assessed taxes, including ad valorem taxes, for which the failure to pay can give rise to the placing of a lien against the entire Unit. However, for purposes of this Agreement, the Cotenants agree that each individual Cotenant, including DVD, will be severally liable for that proportion of these and any other expenses or taxes that may be assessed against the Unit, or for which the Cotenants may become liable by virtue of their Ownership Interest in the Unit, that equals the Ownership Interest owned in the Unit. No Cotenant shall be liable for any assessment made against any other Cotenant pursuant to this paragraph, and any failure of a Cotenant to promptly pay the Cotenant's several share of such expenses, taxes or liabilities shall constitute a default hereunder pursuant to paragraph 7 below.

3. Allocation of Unit Rents, Profits and Casualty or Condemnation Proceeds. As provided in the Declaration and in the Membership Agreement, each Cotenant must make a reservation prior to using any Vacation Home within any Unit, and any rents derived from the use of a reserved Vacation Home by a Cotenant (or DVD) will inure to the exclusive benefit of the person holding the reservation and securing the rental; therefore, it is not contemplated that any rents will be derived from any Unit that will inure to the benefit of the Cotenants as a whole, and no common rental pools shall be established with regard to the Unit. Subject to DVD's right of first refusal as set forth in the Declaration, each Cotenant is free to convey his or her Ownership Interest in a Unit, and any proceeds derived from the sale of an Ownership Interest by a Cotenant (or DVD) will inure to the exclusive benefit of the person or entity selling the Ownership Interest; therefore, it is not contemplated that any proceeds derived from the conveyance of any Ownership Interest in a Unit will inure to the benefit of the Cotenants as a whole. However, as more particularly set forth in the Declaration, the Cotenants agree that each individual Cotenant, including DVD, will be entitled to share in any proceeds that are produced by or allocable to the Unit as a whole, including the proceeds of any insurance or eminent domain award, in that proportion that equals the Ownership Interest owned in the Unit. DVD, the Association and DVCMC are not obligated to provide any rental or resale assistance to any Cotenant. Any rental by a Cotenant of a Vacation Home or sale by a Cotenant of an Ownership Interest will occur, if at all, solely through the efforts of such Cotenant. The Declaration shall govern as to each Cotenant's rights with respect to any proceeds arising out of casualty to the Unit or as to a taking of the Unit in condemnation.

4. Voting Certificate.

Pursuant to this Agreement, Cotenants of Ownership Interests in each Unit hereby designate DVD as their authorized voting representative at all meetings of the Association.

Pursuant to the Declaration and Chapter 718, each Unit is allocated a vote in the affairs of the Association, and where a Unit is owned by more than one person, the Cotenant of the Unit must, pursuant to this Agreement, designate in a Voting Certificate the Cotenant authorized to cast the Unit's vote in meetings of the Association and to represent the

Unit in all Association matters as the Voting Representative. In accordance with the foregoing, by the acceptance of a deed conveying an Ownership Interest in a Unit, each Cotenant, pursuant to this Agreement, hereby designates DVD as the Voting Representative. In exercising this authority, DVD agrees to act at all times on behalf of the Cotenants as a whole pursuant to its fiduciary duties. DVD also agrees that it will not cast the Unit's vote in any of the following respects without the prior concurrence of the Cotenants who own sixty percent (60%) of the Ownership Interests in the Unit:

a. waiver of any material rights of the Association or of the Cotenants against DVD or any of its affiliates;

b. waiver or reduction of required replacement reserves;

c. any increase in the Association's annual operating budget in excess of one hundred fifteen percent (115%) of the previous year's budget, excluding reserves and ad valorem taxes;

d. any increase in the calculation of compensation paid to DVCMC under the Property Management Agreement;

e. reallocation of the undivided interests in the Common Elements of the Condominium appurtenant to each Unit other than the reallocation that results from the addition of phases to the Condominium pursuant to Article 18 of the Declaration;

f. amendment of the Declaration or of the Articles of Incorporation or the Bylaws of the Association in any manner that is materially adverse to the Cotenants as a whole; or

g. voluntary termination of the Condominium, or any proposition not to reconstruct, repair or replace any portion of any Unit or Common Elements after casualty.

Subject to the provisions of paragraph 9 below, DVD shall continue to serve as the Voting Representative of the Unit until such time as the Cotenants who own sixty percent (60%) of the Ownership Interests in the Unit concur in writing that DVD should be removed from this position; however, during any period of time in which DVD owns in excess of forty percent (40%) of the Ownership Interests in a given Unit, the Cotenants who own sixty percent (60%) of the Ownership Interests in that Unit (other than the Ownership Interests owned by DVD in that Unit) may remove DVD as the Voting Representative of the Unit. Should DVD be removed from this position for any reason, the provisions of this Agreement shall continue in full force and effect, and the Cotenants shall elect one of their number to serve as the Voting Representative of the Unit until such time as that person resigns or is replaced pursuant to the provisions of this paragraph. In all events, the Cotenant of each Unit must have elected a Voting Representative pursuant to this paragraph at all times until such time that the Condominium has been terminated.

5. Turnover of Association Control. Pursuant to the provisions of Chapter 718 and the Declaration, DVD shall give each Cotenant not less than sixty (60) days advance written notice of (i) the first meeting of the Association at which Cotenants other than DVD are entitled to elect no less than one-third (1/3) of the members of the board of directors of the Association (the "**Board**"); and (ii) the first meeting of the Association at which Cotenants other than DVD are entitled to elect no less than a majority of the Board, unless applicable law is subsequently amended to permit a longer period of control of the board of directors by DVD. DVD shall be authorized to cast the vote of the Unit at these meetings in such manner as DVD determines to be appropriate pursuant to paragraph 4 above unless DVD is otherwise directed in advance in writing by the Cotenants who own sixty percent (60%) of the Ownership Interests in the Unit; however, during any period of time in which DVD owns in excess of forty percent (40%) of the Ownership Interests in a given Unit, the Cotenants who own sixty percent (60%) of the Ownership Interests in that Unit (other than the Ownership Interests owned by DVD in that Unit) may instruct DVD as to the manner in which the Unit's vote will be cast.

For purposes of calculating when the Cotenants other than DVD are entitled to elect directors, the percentages set forth in Section 718.301, Florida Statutes, shall be deemed to apply to the aggregate number of Ownership Interests in Units that have been conveyed to purchasers.

6. Vacation Home Reservations. Subject to the provisions of paragraph 9 below, the Cotenants agree that the Association shall serve as the reservation manager for the Unit in which they own. The Association is hereby granted the authority to establish reservation procedures for the assignment and use of Vacation Homes within that Unit. Under the

authority granted herein, the Association shall assign the use of Vacation Homes within a Unit to the Cotenants of that Unit and to the Cotenants in other Units in the Condominium and to assign the Cotenants the use of Vacation Homes in other Units in the Condominium, through the Home Resort Reservation Component. The Association's authority to perform these functions has been delegated to DVCMC pursuant to the Membership Agreement. In the event that the Membership Agreement is terminated, the Association shall retain its authority to establish reservation procedures for the assignment and use of Vacation Homes in a Unit by the Cotenants who own in that Unit, as well as to establish reservation procedures, which may or may not be identical to those set forth in the Membership Agreement, by which use of all Units and Vacation Homes in the Condominium shall be determined.

7. Assessment Collections. Subject to the provisions of paragraph 9 below, the Cotenants agree that the Association shall serve as the assessment collection manager for the Unit for the purpose of ensuring that all Common Expenses and taxes assessed against the Unit pursuant to paragraph 2 above are timely remitted. The Association has assigned these duties to DVCMC under the Property Management Agreement. As part of its duties, DVCMC shall notify each Cotenant of his or her share of such expenses and shall provide for a reasonable time after receipt of the statement within which the Cotenant must pay his or her share to DVCMC. The failure of any Cotenant to promptly pay his or her share of expenses and/or taxes to DVCMC shall constitute a default under this Agreement, and the defaulting Cotenant shall be subject to the remedies in favor of non-defaulting Cotenants set forth in paragraph 8 below and to the remedies in favor of the Association pursuant to the Declaration.

8. Rights Against Defaulting Cotenant. Upon the default of a Cotenant pursuant to paragraph 7 above, DVD has the right but not the obligation to pay the amounts due from the defaulting Cotenant to DVCMC prior to the end of the then current fiscal year of the Association if collection attempts made by DVCMC are unsuccessful. Each Cotenant agrees that upon such payment by DVD, DVD shall acquire a lien upon the Ownership Interest in the Unit owned by the defaulting Cotenant. The lien shall secure the amount of monies paid by DVD to DVCMC on behalf of the defaulting Cotenant together with interest thereon at the highest rate permitted by law and together with the costs and reasonable attorneys' fees incurred by DVD in the collection of such sums from the defaulting Cotenant. The lien may be foreclosed upon the Ownership Interest of the defaulting Cotenant in the manner generally prescribed for the foreclosure of mortgages under Florida law. In the event DVD elects not to exercise its right pursuant to this paragraph, any other Cotenant may tender the amounts due to DVCMC and acquire the lien described herein. Defaulting Cotenants may also be subject to legal actions for recovery of assessments as a personal liability and subject to the termination of their reservation rights pursuant to Florida law.

9. Insolvency or Bankruptcy. In the event DVD, the Association or DVCMC files for protection from creditors under any state or federal law or becomes the debtor in a bankruptcy proceeding, voluntarily or involuntarily, the filing party shall be deemed to have automatically resigned from its positions hereunder as Voting Representative, reservation manager and/or assessment collection manager for the Unit as the case may be. If necessary, the Cotenants shall thereafter elect a successor Voting Representative pursuant to paragraph 4 above.

10. Execution and Joinder by Cotenant; Commencement Date. Cotenants shall evidence their acceptance of the terms and conditions of this Agreement by the acceptance of a deed for the purchase of an Ownership Interest in a Unit and the recordation of such deed among the Public Records of Orange County, Florida. The **"Commencement Date"** shall be the date of the first deed so recorded.

11. Waiver of Partition. The Cotenants hereby agree that no action for partition of any Unit or Vacation Home in the Condominium shall lie.

12. Notices. Except as may be otherwise provided herein, any notice, demand, request, consent, approval or communication under this Agreement shall be in writing and shall be deemed duly given or made to DVD, the Association or DVCMC: (i) when deposited, postage prepaid, in the United States mail, certified or registered mail with a return receipt requested, addressed to the party at the address shown above; (ii) when delivered personally to the party at the address specified above; (iii) when deposited with a reliable overnight courier service, fee prepaid, with receipt of confirmation requested, addressed to the party as specified above; or (iv) when delivered by facsimile transmission with confirmed receipt of transmission. A party may designate a different address for receiving notices hereunder by notice to the other parties. Unless otherwise provided herein, all notices or information required to be delivered to Cotenants by

the Association shall be delivered by the Association to DVD. DVD shall provide the Cotenants with all notices required by Florida law, and all such notices shall be deemed given if delivered by regular U.S. mail to the Cotenant at the last known address of the Cotenant pursuant to the books and records maintained by DVCMC, or if provided to the Cotenants as a part of a newsletter or other periodic report directly by DVD or through the Association or DVCMC as the Management Company.

13. Governing Law; Successors in Title. This Agreement shall be governed by and construed under the laws of the State of Florida and shall run with the land, inuring to the benefit and burden of the successors in title of the parties including all trustees in bankruptcy; therefore, this Agreement shall not be cancelled until such time as the Condominium is terminated. Wherever used, the singular shall include the plural and the plural, the singular.

14. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

15. No Partnership or Joint Venture. It is the express intent of the parties that neither this Agreement nor any provision hereof be deemed or construed to create a partnership or joint venture by or between any and all parties hereto.

16. Severability. In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement.

17. Amendment.

This Agreement may be amended by the concurrence of Cotenants owning seventy-five percent (75%) of the total Ownership Interests in a given Unit as to that Unit by an instrument in writing recorded among the Public Records of Orange County, Florida.

However, during any period of time in which DVD owns in excess of twenty-five percent (25%) of the undivided interests in a given Unit, the Cotenants who own seventy-five percent (75%) of the undivided interests in that Unit (other than the undivided interests owned by DVD in that Unit) may amend this Agreement as to that Unit. If required by any public body or by applicable law, DVD may unilaterally amend this Agreement by an instrument in writing executed by DVD and recorded among the Public Records of Orange County, Florida. DVD shall notify the Cotenants of any such unilateral amendment, the purpose therefore, and the nature of the public body or law that required same.

18. Waiver of Jury Trial; Venue of Actions. The parties hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against another party concerning the interpretation, construction, validity, enforcement or performance of this Agreement or any other agreement or instrument executed in connection with this Agreement. In the event any such suit or legal action is commenced by a party, the other parties hereby agree, consent and submit 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 party also hereby consents and submits to and agrees that venue in any such suit or legal action is proper in said court and county, and each party hereby 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.

19. The recitals set forth at the beginning of this Agreement are true and correct and are incorporated herein by this reference.

IN WITNESS WHEREOF, DVD, the Association and DVCMC have executed this Agreement effective as of the Commencement Date.

WITNESSES:

Print Name: J. GREENE

Print Name: Koren L Grip

Print Name: Koren L Grip

Print Name: Jolene J. Greene

DISNEY VACATION DEVELOPMENT, INC.,
a Florida corporation

By: _____

Name: John McGowan
As Its: Secretary

DISNEY VACATION CLUB MANAGEMENT CORP.,
a Florida corporation

By: _____

Leigh Anne Nieman
As its: Assistant Secretary

BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: J Greene

Print Name: Koren L. Grip

By: _____

Lawrence Smith

As its: Treasurer

STATE OF FLORIDA)
) SS.
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 2nd day of July, 2008, by John McGowan, Secretary of **DISNEY VACATION DEVELOPMENT, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me.

(Notary Seal)

Notary Public State of Florida
J Greene
My Commission DD742459
Expires 02/10/2012

Notary Signature: _____

STATE OF FLORIDA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of July, 2008, by Leigh Anne Nieman, the Assistant Secretary of **DISNEY VACATION CLUB MANAGEMENT CORP.**, a Florida corporation. She is personally known to me.

(Notary Seal)

Notary Public State of Florida
J Greene
My Commission DD742459
Expires 02/10/2012

Notary Signature: _____

STATE OF FLORIDA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of July, 2008, by Lawrence Smith, the Treasurer of **BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation. He is personally known to me.

(Notary Seal)

Notary Public State of Florida
J Greene
My Commission DD742459
Expires 02/10/2012

Notary Signature: _____

EXHIBIT "A"
REAL ESTATE INTEREST AND POINT FORMULATION
(Page 1 of 2)

Vacation Ownership Plan Real Estate Interest Formulation: In order to efficiently manage the use of Vacation Homes by the Cotenants in the best interests of the Cotenants as a whole, the Ownership Interest in a Unit owned by a given Cotenant shall be symbolized for administrative convenience only as a number of Home Resort Vacation Points as calculated below. The specific Ownership Interest owned by a given Cotenant in a given Unit shall be calculated based upon the expectations of the Cotenant regarding use of a specific type of Vacation Home during a specific time of year for a specific number of days within the Condominium as follows:

(a) DVD shall initially assign each day during the calendar year to a "season" grouping based upon relative projected Cotenant use demand. DVD may create as many season groupings as it determines are necessary and desirable.

(b) A "demand factor" shall be determined for the selected types of Vacation Homes (e.g., Studio Vacation Homes; One-Bedroom Vacation Homes; Grand Villas; and Two-Bedroom Vacation Homes; as those terms are defined in the Membership Agreement) across each season grouping based upon relative projected Cotenant use demand. In determining the demand factor, elements such as location, view, comparable rental values for similar accommodations, and other such elements typically considered by a real estate appraiser in formulating such a determination shall be considered.

(c) Each demand factor for each selected type of Dedicated Vacation Home shall be multiplied by the number of calendar days which have been assigned to each season grouping, yielding the total "demand days per year" for each selected type of Dedicated Vacation Home during each season grouping. "Dedicated Vacation Homes" do not separately include those One-Bedroom Vacation Homes and Studio Vacation Homes which are part of a Two-Bedroom lock-off Vacation Home.

(d) The total demand days per year for each respective selected type of Dedicated Vacation Home shall be added together to yield a total of demand days per year for all season groupings for all Dedicated Vacation Homes by Vacation Home type.

(e) The total number of each type of Dedicated Vacation Home in a given Unit is then multiplied by the total demand days per year for that type of Dedicated Vacation Home; and the demand days per year for all Dedicated Vacation Homes in that Unit are then added together to yield the total demand days per year for that Unit.

(f) After the calculations required in subparagraphs (b) through (e) above have been completed, the Cotenant's Ownership Interest in the Unit in question is determined by multiplying the demand factor assigned to that selected type of Vacation Home during that season grouping pursuant to subparagraph (b) above by the number of days of desired use, yielding the total number of demand days in that Unit that will relate to the Cotenant's Ownership Interest. The Cotenant's specific Ownership Interest in that Unit is the quotient of the total number of demand days in that Unit that relate to the Cotenant's Ownership Interest divided by the total demand days per year for that Unit calculated pursuant to subparagraph (e) above.

Vacation Ownership Plan Home Resort Vacation Point Formulation: DVD shall initially determine the number of Home Resort Vacation Points that will be symbolic of a given Ownership Interest in a given Unit as follows:

(a) The percentage Ownership Interest in question is multiplied by the total number of square feet in the Unit in which it is owned to determine the total square footage relating to that Ownership Interest.

(b) The total square footage relating to that Ownership Interest is then multiplied by a constant to yield the number of Home Resort Vacation Points which are symbolic of that Ownership Interest. The constant shall equal a number that will result in all Home Resort Vacation Points appearing as whole numbers with no decimals for administrative convenience.

EXHIBIT "A"
REAL ESTATE INTEREST AND POINT FORMULATION
(Page 2 of 2)

DVCMC shall initially determine the number of Home Resort Vacation Points that will correspond to the use of a given Vacation Home during a given day each year within the Condominium based upon relative projected use demand by allocating the total number of Home Resort Vacation Points in all Units as determined above to each day in each Vacation Home in each Unit pursuant to the terms and conditions of the Membership Agreement. During any period of time in which the Vacation Ownership Plan continues in operation, DVCMC shall also determine any reallocation of Home Resort Vacation Points for the Condominium pursuant to the terms and conditions of the Membership Agreement. Pursuant to the Declaration and this Agreement, during any period of time in which the Vacation Ownership Plan is no longer in operation, the Association shall have the authority to establish reservation procedures by which use of the Units and Vacation Homes in the Condominium among all of the Cotenants shall be determined, which procedures shall set forth how the then-existing Home Resort Vacation Point allocation should be revised from time to time based upon actual Cotenant use demand experienced. In any event, the total number of Home Resort Vacation Points can never exceed the total number of Ownership Interests in Units of which they are symbolic.

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DVC RESORT AGREEMENT

THIS DVC RESORT AGREEMENT (**"Agreement"**) is made and entered into effective the 2nd day of July 2008 (the **"Effective Date"**) by and among BUENA VISTA TRADING COMPANY, a Florida corporation, having offices and its principal place of business at 1375 Buena Vista Drive, 4th Floor North, Lake Buena Vista, Florida, 32830 (**"BVTC"**); DISNEY VACATION CLUB MANAGEMENT CORP., a Florida corporation, having offices and its principal place of business at 200 Celebration Place, Celebration, Florida 34747 (**"DVCMC"**); DISNEY VACATION DEVELOPMENT, INC., a Florida corporation having offices and its principal place of business at 200 Celebration Place, Celebration, Florida 34747 (**"DVD"**); and BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC. , a Florida not-for-profit corporation, having offices at 200 Celebration Place, Celebration, Florida 34747 (the **"Association"**).

RECITALS

WHEREAS, DVD has developed a resort project known as Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, located in Orange County, Florida (the **"Bay Lake Tower Resort"**) subject to a vacation ownership plan pursuant to Chapter 721, Florida Statutes (the **"Vacation Ownership Plan"**); and

WHEREAS, DVD has provided for a central reservation system and related services (the **"Club"**) which includes the operation of an exchange system (the **"DVC Reservation Component"**) through which the owners of ownership interests in the Bay Lake Tower Resort (**"Owners"**) and in any other vacation resorts that are entitled to access and use the DVC Reservation Component (**"DVC Resorts"**) have the ability to voluntarily reserve the use of available accommodations and related facilities of any DVC Resort in accordance with and as restricted by rules and regulations established by BVTC from time to time; and

WHEREAS, the Association is the owners' association for the Bay Lake Tower Resort pursuant to Chapter 718, Florida Statutes; and

WHEREAS, DVCMC and the Association have entered into that certain property management agreement and that certain membership agreement for the purpose of the Association assigning to DVCMC all of the Association's management and assessment collection duties, obligations and responsibilities (except those which cannot be delegated as a matter of law), including the Association's responsibility for managing the use of the accommodations and related facilities of the Bay Lake Tower Resort in accordance with and as restricted by the Vacation Ownership Plan; and

WHEREAS, DVD, the Association, DVCMC and BVTC desire to enter into this Agreement for the purpose of enabling the Bay Lake Tower Resort to become a DVC Resort and for BVTC to coordinate activities and perform services associated therewith in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby agree as follows:

AGREEMENT

I. Definitions

The following definitions of terms used in this Agreement shall prevail unless the context requires a different meaning:

1.1 Agreement shall mean this DVC Resort Agreement for the Bay Lake Tower Resort.

1.2 Annual Dues means that portion of the Bay Lake Tower Resort Estimated Budgets that has been assessed against an individual Owner's Ownership Interest together with the Owner's proportionate share of the ad valorem taxes for the Ownership Interest.

1.3 Applicable Law shall mean the law of the jurisdiction where the DVC Resort referred to is located, as of the date of this Agreement unless BVTC determines otherwise.

1.4 Association shall mean Bay Lake Tower at Disney's Contemporary Resort Condominium Association, Inc., a not-for-profit Florida corporation, and its successors and assigns, which is responsible for the operation and management of the Bay Lake Tower Resort under Applicable Law.

1.5 Bay Lake Tower Resort Documents shall mean all of the documents, by whatever names denominated, and any amendments thereto, which create and govern the rights and relationships of the Club Members in the Bay Lake Tower Resort as required or allowed by Applicable Law.

1.6 Bay Lake Tower Resort Estimated Budgets shall mean the operating and capital reserves budgets that establish the estimated annual common expenses and reserves of the Bay Lake Tower Resort.

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1.7 BVTC shall mean Buena Vista Trading Company, a Florida corporation, its successors and assigns. BVTC is an exchange company registered under Chapter 721.

1.8 Chapter 721 shall mean Chapter 721, Florida Statutes, as it is constituted on the date of this Agreement.

1.9 Club shall mean the Disney Vacation Club. The Club is not a legal entity or association of any kind, but rather is a service name for the services and benefits appurtenant to and the restrictions imposed upon the use and enjoyment of Ownership Interests. These services presently include, among other things, the operation of a central reservation system consisting of the reservation component for the Vacation Ownership Plan and the DVC Reservation Component.

1.10 Club Member shall mean the owner of record of an Ownership Interest.

1.11 Disclosure Document shall mean the disclosure statement promulgated or amended by BVTC in accordance with Section 721.18, Florida Statutes, and containing the rules and regulations that BVTC in its sole, absolute and unfettered discretion determines are necessary or desirable from time to time in order to enforce the provisions of this Agreement. The terms and conditions of the Disclosure Document are incorporated herein by this reference.

1.12 DVCMC shall mean Disney Vacation Club Management Corp., a Florida corporation, its successors and assigns.

1.13 DVC Reservation Component shall mean the exchange component of the Club central reservation system through which Vacation Homes in any DVC Resort may be reserved using DVC Vacation Points pursuant to priorities, restrictions and limitations established by BVTC from time to time and as set forth in the Disclosure Document.

1.14 DVC Resort shall mean each resort, including the Bay Lake Tower Resort, which is entitled to access and use the DVC Reservation Component and other applicable Club services and benefits provided by BVTC by virtue of and pursuant to the terms and conditions of a DVC Resort Agreement.

1.15 DVC Resort Agreement shall mean the agreement pursuant to which a resort becomes and remains a DVC Resort in accordance with the terms and conditions of such agreement.

1.16 DVC Vacation Points shall mean Vacation Points utilized by a Club Member to make a reservation through the DVC Reservation Component at a DVC Resort.

1.17 DVD shall mean Disney Vacation Development, Inc., a Florida corporation, its successors and assigns, and the developer of the Bay Lake Tower Resort.

1.18 Home Resort shall mean any DVC Resort in which a Club Member owns an Ownership Interest which is symbolized by Home Resort Vacation Points.

1.19 Home Resort Priority Period shall mean the period of time at each DVC Resort during which only Club Members having an Ownership Interest at that DVC Resort are entitled to request a reservation for the Vacation Homes at that DVC Resort through the vacation ownership plan at that DVC Resort.

1.20 Home Resort Vacation Points shall mean Vacation Points symbolizing an Ownership Interest at a Home Resort which Vacation Points may be used to reserve Vacation Homes at that Home Resort where that Ownership Interest is held.

1.21 Ownership Interest shall mean a property interest in a Unit in a DVC Resort.

1.22 The TWDC Companies shall mean TWDC and all subsidiaries and affiliates of TWDC, including DVD, DVCMC and BVTC.

1.23 TWDC shall mean The Walt Disney Company, a Delaware corporation, its successors and assigns.

1.24 Unit shall mean that portion of a DVC Resort, which is subject to exclusive ownership by one or more persons pursuant to Applicable Law.

1.25 Vacation Home shall mean those portions of a Unit designed and intended for separate use and occupancy.

1.26 Vacation Ownership Plan is the arrangement pursuant to Applicable Law and the documents establishing the DVC Resort under Applicable Law whereby a Club Member receives an Ownership Interest in a Unit in a DVC Resort under which the exclusive right of use, possession or occupancy of all Units in the DVC Resort circulates among the various Club Members at that DVC Resort on a recurring basis during the term of the plan.

1.27 Vacation Point shall mean the symbolic unit of measuring the respective rights of a Club Member to enjoy the benefits of the Club Member's Ownership Interest within the Club.

II. Assignment

2.1 The Association, on its own behalf and on behalf of all of the Club Members at the Bay Lake Tower Resort, hereby enters into and agrees to be bound by the terms and conditions of this Agreement with the purpose of engaging BVTC to arrange for the assignment of the possession and use of the Bay Lake Tower Resort Vacation Homes by Club Members from other DVC Resorts and the possession and use of Vacation Homes at other DVC Resorts by Club Members from the Bay Lake Tower Resort through the DVC Reservation Component. In this regard, the Association shall be deemed to be the "corporate member" entitled to act on behalf of the Club Members with respect to all provisions of this Agreement. Each Club Member at the Bay Lake Tower Resort shall expressly evidence acceptance of the terms and conditions of this Agreement and the Disclosure Document by acceptance of a deed conveying an Ownership Interest in a Unit.

2.2 DVD hereby enters into this Agreement for the purpose of expressing its consent to and acceptance of the terms and conditions of this Agreement.

2.3 DVCMC, as the management company for the Bay Lake Tower Resort, hereby enters into this Agreement for the purpose of expressing its consent to and acceptance of the terms and conditions of this Agreement. Whatever obligations are imposed upon the Association by this Agreement, the reference to the Association shall include DVCMC as the management company authorized to act on behalf of the Association to the extent contemplated under the Bay Lake Tower Resort Documents.

2.4 BVTC for itself and its successors and assigns hereby agrees to assume all of the responsibilities and duties set forth above, and to faithfully discharge all of its obligations as assigned hereunder.

2.5 The parties agree that the rights assigned to BVTC pursuant to this Agreement are exclusive to BVTC.

III. Acknowledgments

3.1 DVCMC, DVD, BVTC and the Association hereby acknowledge the following:

a. That the DVC Reservation Component shall be operated by BVTC pursuant to the terms of this Agreement and the Disclosure Document, as the same may be amended from time to time.

b. That membership in the Club is an appurtenance to each Ownership Interest at the Bay Lake Tower Resort in accordance with the terms of the Bay Lake Tower Resort Documents and this Agreement and may not be partitioned from such Ownership Interest.

c. That the Club does not own any property or assets, and that Club Members will acquire no legal or beneficial interest in any of The TWDC Companies or their assets, including the Club, and no right or interest in the property, contract rights or business of The TWDC Companies. Furthermore, Club Members will not be entitled to any share of income, gain or distribution by or of The TWDC Companies and will not acquire any voting rights in respect of The TWDC Companies.

d. That DVD is only obligated to develop and construct the phases of the Bay Lake Tower Resort initially declared as part of the Bay Lake Tower Resort and described in the Bay Lake Tower Resort Documents. DVD has the right, in its sole discretion, to add other land, units and facilities, whether or not developed by The TWDC Companies, as part of the Bay Lake Tower Resort.

e. That BVTC has the right to delete a DVC Resort, including the Bay Lake Tower Resort, in accordance with Section 6.3 below, in which case the Club Members at the remaining DVC Resorts will not be able to reserve the use of accommodations at the deleted resort through the DVC Reservation Component and owners at the deleted resort will not be able to reserve the use of Vacation Homes through the DVC Reservation Component.

f. That the discretion to associate other resorts as DVC Resorts and the terms and conditions of such association and the right to delete existing DVC Resorts belongs solely to BVTC and neither the Association, DVCMC nor the individual Club Members will be entitled to participate in BVTC's decision in this regard.

g. That the relationship between DVCMC, the Association and BVTC, together with the handling of all of the services and benefits provided by BVTC for the Club Members at the Bay Lake Tower Resort, constitutes legitimate business of the Association.

IV. Covenants of DVD, DVCMC and the Association

4.1 DVD agrees to notify BVTC of DVD's execution and delivery of deeds to each Club Member at the Bay Lake Tower Resort indicating that DVD has transferred an Ownership Interest in the Bay Lake Tower Resort to the Club Member.

4.2 The Association agrees that at the time that DVD transfers its control of the Bay Lake Tower Resort to the Association as set forth in the Bay Lake Tower Resort Documents, the Bay Lake Tower Resort shall continue to be a DVC Resort pursuant to the provisions of and in accordance with the terms and conditions of this Agreement.

4.3 DVD, DVCMC and the Association represent and warrant to BVTC that: (a) DVD owns or leases, or shall own or lease prior to marketing or commencement of sales, the real estate and improvements constituting the Bay Lake Tower Resort; and (b) each Club Member owning an Ownership Interest in the Bay Lake Tower Resort shall acquire, possess and enjoy the right to use his or her Ownership Interest in accordance with information contained in the deed submitted for each Club Member and in accordance with the Bay Lake Tower Resort Documents. DVD, DVCMC and the Association shall immediately notify BVTC of any change or any other fact or circumstance affecting BVTC's delivery of services and benefits to Club Members at the Bay Lake Tower Resort, including the termination of any existing management company for the Bay Lake Tower Resort.

V. Operation and Management of Reservation Rights.

5.1 All reservations made by Club Members among the DVC Resorts using the DVC Reservation Component shall be made in accordance with the Disclosure Document as promulgated and/or amended from time to time by BVTC. BVTC reserves the right to amend the Disclosure Document in its sole, absolute and unfettered discretion and as it determines is necessary or desirable in order to operate and manage the services and benefits made available through BVTC; provided, however, that the Disclosure Document will only be amended as permitted under Applicable Law.

5.2 DVD, DVCMC and the Association acknowledge and understand that the operation and management of the DVC Reservation Component is based upon a Vacation Point structure. Under this structure, each Ownership Interest is symbolized by a number of Home Resort Vacation Points under the Vacation Ownership Plan for the DVC Resort representing the reservation power of that Ownership Interest in that DVC Resort's Vacation Ownership Plan. These Home Resort Vacation Points may be converted into DVC Vacation Points (as described in the Disclosure Document) if the Club Member voluntarily participates in the DVC Reservation Component by making a reservation at other DVC Resorts. Home Resort Vacation Points may not be converted into DVC Vacation Points except in connection with making a reservation through the DVC Reservation Component. The number of DVC Vacation Points required to reserve Vacation Homes at a DVC Resort will be determined annually by BVTC in its sole, absolute and unfettered discretion; however, in no event will BVTC reallocate DVC Vacation Points by more than 20% for any use day from year to year except for special periods of high demand and based upon Club Member use patterns and changes in Club Member use demand (including, without limitation, use demand during special or holiday seasons), as determined by BVTC in its sole, absolute and unfettered discretion.

5.3 DVD, DVCMC and the Association acknowledge and understand that different Home Resort Priority Periods may exist at each DVC Resort; provided, however, that in no event shall BVTC associate a resort as a DVC Resort if such resort has a Home Resort Priority Period of less than one (1) month.

5.4 DVD, DVCMC and the Association acknowledge and agree that all personal property related to BVTC's operation of the DVC Reservation Component, including all computer hardware and software and intellectual property, is and always shall be the personal property of BVTC; provided, however, that in the event that this Agreement is terminated or suspended, the rights of the parties to use the DVC Reservation Component for the Club will be governed by the provisions of Article VIII. below.

VI. Other DVC Resorts

6.1 In the event BVTC associates one or more additional resorts as DVC Resorts, the DVC Resort Agreement executed to effect such association shall be substantially similar to this Agreement in all material respects under the circumstances pertaining to each such additional DVC Resort.

6.2 The parties agree that BVTC shall have the following rights with respect to the addition of resorts as DVC Resorts:

a. BVTC may elect to associate other resort properties as DVC Resorts from time to time. These other DVC Resorts, if any, may be located within or outside the United States of America. Furthermore, it is contemplated that all resorts that may be associated as DVC Resorts from time to time will be developed by DVD or another affiliate or subsidiary of The TWDC Companies and managed by DVCMC; however, BVTC in its sole discretion reserves the right to enter into a DVC Resort Agreement with other resorts that have not been developed by DVD or any of The TWDC Companies and that may or may not be managed by DVCMC.

b. The association of additional DVC Resorts is not subject to the approval of DVCMC, the Association or any Club Member, and any decision to associate DVC Resorts, including the terms and conditions under which the DVC Resort is associated, will be made by BVTC subject to the express written approval of DVD. In making a decision to associate additional DVC Resorts, BVTC shall use its best efforts, in good faith and based upon all available evidence under the circumstances, to further the best interests of the Club Members taken as a whole with respect to the Club Members' opportunity to use and enjoy all of the Vacation

Homes and related facilities made available through the DVC Reservation Component. In this regard, BVTC will consider such factors as size, capacity, furnishings, maintenance impact, location (including geographic, topographic and scenic considerations), recreational capabilities, and demand and availability for Club Member use and enjoyment.

c. In the event other resorts are associated as DVC Resorts, the addition of the DVC Resort will result in the addition of new Club Members who will have the opportunity to make reservations for the use of Vacation Homes and related facilities through the DVC Reservation Component under the same terms and conditions as existing Club Members, including the Club Members at the Bay Lake Tower Resort, and may also result in an increase in the Annual Dues assessed against each Ownership Interest. If other DVC Resorts are associated, demand for use may vary among the various DVC Resorts and the level of Club Member demand for the use of a particular DVC Resort may increase over the level of use demand that existed at the time of purchase by a particular Club Member such that the ability of a Club Member to reserve use at a high demand DVC Resort at a particular time may be impacted. However, new Club Members' reservation requests will also be subject to the Home Resort Priority Period for each DVC Resort, and in no event shall the addition of a DVC Resort result in a greater than "one-to-one use right to use night requirement ratio," as that term is defined in Section 721.05(25), Florida Statutes. In addition, the inclusion of new resorts as DVC Resorts will afford existing Club Members with more DVC Resort Vacation Homes and location reservation opportunities and options.

d. BVTC does not anticipate that the rules and regulations governing reservations among the DVC Resorts will be affected by adding additional resorts as DVC Resorts. However, BVTC has reserved the right to amend the Disclosure Document and DVC Vacation Point schedules to take into account the location and anticipated relative use demand of the added DVC Resort as may be necessary and as it deems necessary or desirable in order to enforce the provisions of this Agreement and the Disclosure Document as permitted under Applicable Law.

6.3 The parties agree that any deletion of a DVC Resort shall be governed by the following:

a. In the event of a deletion of any DVC Resort that results in Vacation Homes or related facilities of such DVC Resort being unavailable for use by Club Members, BVTC shall notify DVD, DVCMC, the Association and all affected Club Members of such unavailability of use within thirty (30) days after the related event of casualty, eminent domain action or automatic or other deletion.

b. BVTC may, in its sole discretion, delete all or a portion of an existing DVC Resort due to casualty where any of the affected Vacation Homes or related facilities are not reconstructed or replaced.

(1) By execution of this Agreement, DVCMC and the Association agree to obtain and maintain casualty insurance as to all Vacation Homes, related facilities and furnishings located upon the Bay Lake Tower Resort in an amount equal to the replacement cost of such Vacation Homes, related facilities and furnishings as required by Chapter 721. BVTC shall not be liable for any costs associated with obtaining or maintaining such insurance.

(2) DVD, DVCMC, and the Association further agree that any insurance proceeds resulting from a casualty at the Bay Lake Tower Resort shall be applied to the reconstruction or replacement of the Vacation Homes or related facilities; or, in lieu thereof, disbursed to affected Club Members at the Bay Lake Tower Resort as their share of the non-reconstructed or replaced Unit, in accordance with the Bay Lake Tower Resort Documents, resulting in their withdrawal from participation in the DVC Reservation Component so that Club Members will not be requesting reservations for available Vacation Homes on a greater than "one-to-one use right to use night requirement ratio," as that term is defined in Section 721.05(25), Florida Statutes. The decision whether or not to reconstruct or replace shall be made as promptly as possible under the circumstances.

(3) Any replacement of Vacation Homes or related facilities of the Bay Lake Tower Resort due to casualty shall be made so as to provide Club Members with an opportunity to enjoy a substantially similar vacation experience as was available with the deleted Vacation Homes or related facilities, as determined by BVTC in its sole, absolute and unfettered discretion. In determining whether the replacement Vacation Homes and related facilities will provide a substantially similar vacation experience, BVTC shall consider all relevant factors, including some or all of the following: size, capacity, furnishings, maintenance costs, location (geographic, topographic and scenic), demand and availability for Club Member use, and recreational capabilities. BVTC reserves the right, in its sole discretion, to reject replacement Vacation Homes and related facilities that do not meet its association criteria, including the high standards of quality and customer service established by BVTC for all DVC Resorts from time to time.

c. BVTC may, in its sole discretion, delete all or a portion of any existing DVC Resort where an eminent domain action has taken place and where any of the affected Vacation Homes or related facilities are not replaced.

(1) In the event of a taking of all or a portion of the Vacation Homes and related facilities of a DVC Resort by eminent domain, DVD, DVCMC, and the Association agree that any proceeds resulting from such taking shall be applied to the replacement or acquisition of additional similar Vacation Homes and related facilities; or in lieu thereof, disbursed to affected Club

Members at the Bay Lake Tower Resort as their share of the non-replaced Unit, in accordance with the Bay Lake Tower Resort Documents, resulting in their withdrawal from participation in the DVC Reservation Component so that Club Members will not be requesting reservations for available Vacation Homes on a greater than "one-to-one use right to use night requirement ratio," as that term is defined in Section 721.05(25), Florida Statutes.

(2) Any replacement of Vacation Homes or related facilities due to a taking by eminent domain shall be made upon the same basis as replacements made due to casualty as set forth above.

d. BVTC may, in its sole, absolute and unfettered discretion, delete an existing DVC Resort pursuant to the specific termination rights contained in each individual DVC Resort Agreement. A DVC Resort also will be automatically deleted upon the expiration or earlier termination of the term of its Vacation Ownership Plan.

e. During any reconstruction, repair or replacement period, or as a result of a decision not to reconstruct or replace (if permitted under the documents establishing the DVC Resort under Applicable Law), Club Members may temporarily request reservations for available Vacation Homes on a greater than "one-to-one use right to use night requirement ratio," as that term is defined in Section 721.05(25), Florida Statutes. If available, DVCMC and the Association may acquire business interruption insurance for securing replacement Vacation Homes or related facilities or expend Association funds to secure replacement Vacation Homes or related facilities during any reconstruction, replacement or acquisition period.

f. In the event that a DVC Resort is deleted, all Club Members at the deleted DVC Resort will no longer be able to participate in the DVC Reservation Component so as to maintain no greater than a "one-to-one use right to use night requirement ratio," as that term is defined in Section 721.05(25), Florida Statutes. A Club Member at a deleted DVC Resort will not be able to make reservations at other DVC Resorts unless the Club Member owns an Ownership Interest at a non-deleted DVC Resort; however, the Club Member will continue to have reservation rights in the resort where the Club Member owns his or her Ownership Interest in accordance with the terms of the resort's Vacation Ownership Plan.

6.4 Without first receiving the express written consent of DVD, BVTC shall not offer any external exchange programs to Club Members other than as contemplated under this Agreement.

VII. BVTC Fees

7.1 In consideration for providing the services contemplated under this Agreement and in lieu of charging individual transaction fees to Club Members, BVTC shall be entitled to receive an amount equal to the rental proceeds, if any, in excess of the amount paid to the Association under the Bay Lake Tower Resort Documents resulting from the rental of unreserved Vacation Homes (in accordance with the reservation priorities set forth in the Bay Lake Tower Resort Documents) equal to the costs incurred by BVTC to provide the services contemplated under this Agreement plus 5% of the amount of the costs to provide the services contemplated under this Agreement. BVTC shall provide DVCMC with an annual accounting of the costs that it incurs in the performance of the services contemplated under this Agreement. DVCMC shall receive, hold and remit these proceeds due to BVTC in accordance with the terms of the Bay Lake Tower Resort Documents. The proceeds contemplated to be remitted to BVTC pursuant to this Section shall be payable in arrears and shall be due on January 1st of the next year and past due on January 31st of that year. BVTC's right to receive these proceeds shall cease upon the termination of this Agreement.

7.2 In lieu of individual membership fees, the Association, as the "corporate member" on behalf of all Club Members at the Bay Lake Tower Resort, shall remit to BVTC each calendar year, an amount equal to $1.00 for each Club Member at the Bay Lake Tower Resort. This "corporate membership fee" shall be payable in arrears and shall be due on January 1st of the next year and past due on January 31st of that year. The fee shall be based upon the number of Club Members owning Ownership Interests at the Bay Lake Tower Resort as of December 31st of the year for which the fee is due. Upon the termination of this Agreement, BVTC shall be entitled to receive a prorated "corporate membership fee" through the termination date and based upon the number of Club Members owning Ownership Interests at the Bay Lake Tower Resort as of the effective date of termination.

7.3 A Club Member's failure to pay his or her Annual Dues shall not relieve the Association from its obligations to timely pay the entire amount of proceeds or fees due to BVTC hereunder.

7.4 By execution of this Agreement, DVCMC and the Association authorize BVTC to prohibit Club Members who are delinquent in the payment of their Annual Dues (with respect to any Ownership Interests owned by such Club Members) or any other sums due DVCMC or the Association from accessing the DVC Reservation Component or checking in to a Vacation Home at a DVC Resort reserved through the DVC Reservation Component as permitted under and in accordance with Applicable Law and until such time as the delinquency is paid in full.

VIII. Termination, Suspension and Remedies

8.1 Termination of this Agreement can occur as follows:

a. This Agreement will automatically terminate upon:

(1) the declaration of bankruptcy or insolvency of any of DVD, DVCMC or the Association according to Applicable Law or if any general assignment shall be made of DVD's, DVCMC's or the Association's property for the benefit of creditors; provided, however, that BVTC shall have the right, in its sole discretion, to continue the Agreement as to the parties that have not been declared bankrupt or insolvent or made the subject of a general assignment for the benefit of creditors; or

(2) the deletion of the Bay Lake Tower Resort entirely in accordance with Section 6.3 above.

b. The parties may terminate participation in this Agreement:

(1) by the mutual written agreement of the parties, effective upon the date agreed to by the parties; or

(2) in the event of a material breach of any of the terms, conditions, covenants, representations or warranties contained in this Agreement upon written notice to the breaching party stating the grounds for such termination, unless the breaching party cures the asserted breach to the reasonable satisfaction of the party giving such notice within thirty (30) days of the date of notice.

c. BVTC may immediately terminate its participation in this Agreement, by giving written notice to DVD, DVCMC and the Association, upon BVTC's determination, in its sole, absolute and unfettered discretion, that DVD, DVCMC or the Association have failed to manage, operate and maintain the Bay Lake Tower Resort in a manner consistent with the high standards of quality and customer service established by BVTC for all DVC Resorts from time to time, including the employment or termination by DVD and/or Association of the Bay Lake Tower Resort's management company without BVTC's consent.

8.2 Unless sooner terminated as provided in this Agreement, the term of this Agreement shall expire on January 31, 2060, or upon the earlier termination of the Vacation Ownership Plan for the Bay Lake Tower Resort. In the event that the Vacation Ownership Plan is extended beyond January 31, 2060, pursuant to the terms of the Bay Lake Tower Resort Documents and at BVTC's election, the term of this Agreement shall automatically be extended for the additional term unless sooner terminated as provided in this Agreement.

8.3 Upon termination of this Agreement, the following events shall occur:

a. DVD shall immediately discontinue the offering of Ownership Interests with appurtenant rights in the DVC Reservation Component in accordance with the terms of this Agreement to prospective purchasers; and

b. DVD, DVCMC and the Association shall immediately cease using and thereafter abstain from using all personal property belonging to BVTC and related to the operation and functioning of the DVC Reservation Component, including all computer hardware or software or intellectual property. DVD, DVCMC and the Association shall return same to BVTC all personal property belonging to BVTC within fifteen (15) days after termination of this Agreement, subject to any transition periods required under Chapter 721. No property right in or privilege to use BVTC materials is created by this Agreement which will extend beyond the expiration or termination of this Agreement. The terms of this Section shall survive the termination of this Agreement.

8.4 Upon termination of this Agreement, BVTC shall honor all reservations and reservation privileges of Club Members from other DVC Resorts reserving Vacation Homes at the Bay Lake Tower Resort that are confirmed or accrued prior to termination and shall honor all reservations and reservation privileges of Club Members at the Bay Lake Tower Resort reserving Vacation Homes at other DVC Resorts that are confirmed or accrued prior to termination of this Agreement. DVCMC and the Association shall honor all confirmed reservations and reservation privileges of Club Members from other DVC Resorts reserving Vacation Homes at the Bay Lake Tower Resort that are confirmed or accrued prior to termination. The terms of this Section shall survive the termination of this Agreement.

8.5 Notwithstanding any provisions contained in this Agreement to the contrary, BVTC reserves the right to elect to suspend the participation of the Bay Lake Tower Resort as a DVC Resort under this Agreement rather than electing to terminate this Agreement. The terms and conditions governing such suspension shall be determined by BVTC in its sole, absolute and unfettered discretion. Upon the termination of such suspension period, the Bay Lake Tower Resort shall be entitled to resume participation as a DVC Resort under this Agreement subject to any terms and conditions established by BVTC.

8.6 In the event that DVD, DVCMC or the Association fails to perform its services under this Agreement and such failure results in a Club Member with a confirmed reservation at the Bay Lake Tower Resort being wrongfully denied access to a Vacation Home, then DVD, DVCMC or the Association shall immediately correct such denial of access at its own expense.

8.7 Each party acknowledges that damages cannot adequately compensate the other parties for a breach of any of the provisions of this Agreement, and, therefore, the parties agree that each party shall be entitled to a remedy of specific performance or injunctive relief, as appropriate, in the event of a breach or threatened breach of any such provisions by any other party, in addition to any other appropriate legal or equitable remedies.

8.8 Each party agrees to indemnify and hold harmless the other parties from and against all claims, demands, obligations, deficiencies, judgments, damages, suits, losses, penalties, expenses, costs (including attorneys' and other professionals' fees) and liabilities of any kind, type or nature whatsoever directly or indirectly resulting from, arising out of or in connection with this Agreement or the operation of its business as a result of any acts or omissions by it or any of its directors, officers, partners, employees, representatives, agents, brokers, salespersons or associates.

IX. Assignment

9.1 BVTC reserves the right, and DVD, DVCMC and the Association acknowledge BVTC's right, to assign BVTC's rights and duties under this Agreement to a wholly owned subsidiary of BVTC, the parent corporation of BVTC, or a corporation under common ownership or control with BVTC. Upon such assignment and assumption, BVTC shall be released from all obligations hereunder. Thirty (30) days advance notice of the assignment shall be delivered to the other parties.

9.2 DVD reserves the right, and DVCMC, BVTC and the Association acknowledge DVD's right, to assign DVD's rights and duties under this Agreement to a wholly owned subsidiary of DVD, the parent corporation of DVD or a corporation under common ownership or control with DVD. Upon such assignment and assumption DVD shall be released from all obligations hereunder. Thirty (30) days advance notice of the assignment shall be delivered to the other parties.

9.3 DVCMC reserves the right, and DVD, BVTC and the Association acknowledge DVCMC's right, to assign DVCMC's rights and duties under this Agreement to a wholly owned subsidiary of DVD, the parent corporation of DVCMC or a corporation under common ownership or control with DVCMC. Upon such assignment and assumption DVCMC shall be released from all obligations hereunder. Thirty (30) days advance notice of the assignment shall be delivered to the other parties.

9.4 The parties hereby agree that the Association shall not have the right to assign its rights and duties under this Agreement to any third party other than DVCMC.

X. General

10.1 Except as may be otherwise provided herein, any notice, demand, request, consent, approval or communication under this Agreement shall be in writing and shall be deemed duly given or made: (i) when deposited, postage prepaid, in the United States mail, certified or registered mail with a return receipt requested, addressed to the party at the address shown above; (ii) when delivered personally to the party at the address specified above; (iii) when deposited with a reliable overnight courier service, fee prepaid, with receipt of confirmation requested, addressed to the party as specified above; or (iv) when delivered by facsimile transmission with confirmed receipt of transmission. A party may designate a different address for receiving notices hereunder by notice to the other parties.

10.2 The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement. All references in this Agreement to particular recitals and sections are references to recitals and sections of this Agreement. The recitals set forth at the beginning of this Agreement are true and correct and are incorporated herein by this reference.

10.3 In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of any party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

10.4 This Agreement constitutes the entire understanding and agreement among the parties concerning the subject matter of this Agreement. This Agreement may be modified only by a writing executed by the parties with the same formality with which this Agreement has been executed. All understandings among the parties are merged into this Agreement, and there are no representations, warranties, covenants, obligations, understandings or agreements, oral or otherwise, in relation thereto among the parties other than those incorporated herein.

10.5 This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Florida. The parties hereby waive any right they may have under any Applicable Law to a trial by jury with respect to any suit or legal action which may be commenced by or against the other concerning the interpretation, construction, validity, enforcement or performance of this Agreement or any other agreement or instrument executed in connection with this Agreement. In the event any such suit or legal action is commenced by any party, the other parties hereby agree, consent and submit 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 party also hereby consents and submits to and agrees that venue in any such suit or legal action is proper in said court and county, and each party hereby waives 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.

10.6 This Agreement and all of its provisions shall be binding upon and inure to the benefit of the parties and their successors and assigns. In no event shall the terms and conditions of this Agreement be deemed in any way to inure to the benefit of any person or party not expressly made a party hereto except for permitted successors or assigns to parties hereto.

10.7 In the event that BVTC shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, act of God, or any other reason beyond BVTC's control, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

10.8 The recitals set forth at the beginning of this Agreement are true and correct and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

WITNESSES:

Print Name: Karen L. Grip

Print Name: J Greene

Print Name: Karen L. Grip

Print Name: J Greene

DISNEY VACATION DEVELOPMENT, INC., a Florida corporation

By: James M Lewis

Name: James M. Lewis

As its: President

DISNEY VACATION CLUB MANAGEMENT CORP., a Florida corporation

By:

Name: Leigh Anne Nieman

As its: Assistant Secretary

Print Name: J Greene

Print Name: Karen L. Grip

BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By:

Name: Lawrence Smith

As its: Treasurer

Print Name: J. GREENE

Print Name: Karen L. Grip

BUENA VISTA TRADING COMPANY, a Florida corporation

By:

Name: John McGowan

As its: Secretary

DISNEY VACATION CLUB MEMBERSHIP AGREEMENT

THIS DISNEY VACATION CLUB MEMBERSHIP AGREEMENT for BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT is entered into effective this 2nd day of July 2008 (the **"Effective Date"**) by and among **DISNEY VACATION DEVELOPMENT, INC.**, a Florida corporation (**"DVD"**), whose address is 200 Celebration Place, Celebration, Florida 34747; **DISNEY VACATION CLUB MANAGEMENT CORP.**, a Florida corporation (**"DVCMC"**), whose address is 200 Celebration Place, Celebration, Florida 34747; and **BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation (the **"Association"**), whose address is 200 Celebration Place, Celebration, Florida 34747 .

W I T N E S S E T H:

WHEREAS, DVD has established a vacation ownership plan pursuant to Chapter 721, Florida Statutes (the **"Vacation Ownership Plan"**) for Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium (the **"Condominium"**); and

WHEREAS, pursuant to the Declaration of Condominium for the Condominium (the **"Declaration"**), the Association has the responsibility, obligation and authority to operate the Vacation Ownership Plan for the Condominium; and

WHEREAS, DVD has provided for a "central reservation system" and related services (the **"Club"**) which includes the operation of a reservation system for the Condominium (the **"Home Resort Reservation Component"**) through which Owners in the Condominium reserve the use of the accommodations of the Condominium pursuant to the priorities, restrictions and limitations of the Vacation Ownership Plan established by DVCMC from time to time; and

WHEREAS, the Association is desirous of entering into this Agreement for the purpose of assigning its responsibilities and obligations for operating the Vacation Ownership Plan to DVCMC as described herein and for the purpose of assuring that the quality of the operation of the Vacation Ownership Plan is maintained as described herein; and

WHEREAS, DVCMC is desirous of accepting such assignment and furnishing the necessary services for the Association; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of defining and implementing the operation of the Vacation Ownership Plan and the Home Resort Reservation Component.

NOW, THEREFORE, in consideration of the covenants, conditions and obligations contained herein and other good and valuable consideration received by the parties, it is agreed by and among the parties as follows:

I. DEFINITIONS

The terms used in this Agreement shall be defined in accordance with the Declaration unless otherwise defined herein or the context otherwise requires. In addition, the following definitions of terms used in this Agreement shall also apply:

1.1 Agreement shall mean this Disney Vacation Club Membership Agreement.

1.2 Annual Dues means that portion of the Condominium Estimated Budgets that has been assessed against an individual Owner's Ownership Interest together with the Owner's proportionate share of the ad valorem taxes for the Ownership Interest.

1.3 Banking shall mean the act of a Club Member in deferring the use of all or a portion of the Club Member's Home Resort Vacation Points from the current Use Year into the next succeeding Use Year.

1.4 Borrowing shall mean the act of a Club Member in using all or a portion of the Club Member's Home Resort Vacation Points from the next succeeding Use Year for the purpose of making a reservation in the immediately preceding Use Year.

1.5 Breakage shall mean those Use Days which have not been reserved by Club Members prior to the commencement of the Breakage Period, the use of which may only be reserved by Club Members pursuant to the priorities set forth in Paragraph 4.3 below.

1.6 Breakage Period shall mean the period, as set forth in the Home Resort Rules and Regulations from time to time, preceding a given Use Day.

1.7 BVTC shall mean Buena Vista Trading Company, a Florida corporation, its successors and assigns. BVTC is an exchange company registered under Chapter 721.

1.8 Club Member shall mean the owner of record of an Ownership Interest.

1.9 Condominium Estimated Budgets shall mean the operating and capital reserves budgets that establish the estimated annual common expenses and reserves of the Condominium.

1.10 Disclosure Document shall mean the disclosure statement promulgated or amended by BVTC in accordance with Section 721.18, Florida Statutes, and containing the rules and regulations that BVTC in its sole, absolute and unfettered discretion, determines are necessary or desirable from time to time in order to enforce the provisions of this Agreement. The terms and conditions of the Disclosure Document are incorporated herein by this reference.

1.11 External Exchange Company shall mean any company that owns, operates or owns and operates an External Exchange Program.

1.12 External Exchange Documents shall mean all information provided to Club Members, from time to time, regarding the operation of any External Exchange Program, including the disclosures required by Section 721.18, Florida Statutes.

1.13 External Exchange Program shall mean the contractual arrangement between DVCMC, the Association, or individual Club Members or an External Exchange Company or Companies under which Club Members may request and reserve, under certain conditions, the use of accommodations in resorts other than the Condominium or other DVC Resorts.

1.14 Full Kitchen shall mean a kitchen that includes, at a minimum, a dishwasher, range, sink, oven and refrigerator.

1.15 Grand Villa Vacation Home shall mean a Vacation Home containing three (3) bedrooms, three (3) bathrooms and a Full Kitchen.

1.15 Home Resort Rules and Regulations shall mean the rules and regulations which DVCMC, in its sole, absolute and unfettered discretion, determines are necessary or desirable from time to time in order to enforce the provisions of this Agreement.

1.16 Multiple Club Member shall mean a Club Member consisting of a business entity or two (2) or more natural persons owning a single Ownership Interest.

1.17 One-Bedroom Vacation Home shall mean a Vacation Home containing one (1) bedroom, one (1) bathroom and a Full Kitchen.

1.18 Studio Vacation Home shall mean a Vacation Home containing one (1) bedroom, one (1) bathroom and equipped with a microwave, under counter refrigerator, and sink.

1.19 Transfer shall mean the assignment by one Club Member (other than DVD) of the use of his or her Home Resort Vacation Points to another Club Member (other than DVD) during a given Use Year.

1.20 Two-Bedroom Vacation Home shall mean a Vacation Home containing two (2) bedrooms, two (2) bathrooms and a Full Kitchen. Certain of the Two-Bedroom Vacation Homes may be locked-off into (i.e., used separately as) One-Bedroom and Studio Vacation Homes as a use convenience only.

1.21 Use Day shall mean a twenty-four (24) hour period (or such lesser period as may be designated by DVCMC from time to time) in a Vacation Home subject to reservation and use by Club Members.

1.22 Use Year shall mean, for each Unit, the twelve (12) month period beginning on the first day of the month designated by DVD in each purchase agreement selling an Ownership Interest to a Club Member in that Unit and in each deed conveying an Ownership Interest to a Club Member in that Unit. All Ownership Interests in a given Unit may have the same Use Year. The Use Year shall continue for successive twelve (12) month periods for so long as the Vacation Ownership Plan continues. Any Ownership Interest purchased to supplement a Club Member's existing Ownership Interest may have the same Use Year as the Ownership Interest it supplements.

1.23 Vacation Home shall mean and refer to those portions of a Unit designed and intended for separate use and occupancy.

II. ASSIGNMENT

The Association, on its own behalf and on behalf of all of the Owners, hereby enters into and agrees to be bound by the terms and conditions of this Agreement and assigns to DVCMC, to the exclusion of all persons, all the powers and duties of the Association (except those that cannot be assigned as a matter of law) relating to the operation of the Vacation Ownership Plan for the Condominium. DVCMC hereby accepts such assignment and further agrees to operate the Vacation Ownership Plan and the Home Resort Reservation Component in accordance with the provisions of the Condominium Documents. Each Owner shall expressly evidence acceptance of the terms and conditions of this Agreement and the Home Resort Rules and Regulations by acceptance of a deed conveying an Ownership Interest in a Unit. DVD enters into this Agreement for the purpose of expressing its consent to and acceptance of the terms and conditions of this Agreement.

III. OPERATION OF THE VACATION OWNERSHIP PLAN

3.1 Operation of the Home Resort Reservation Component. The purpose of this Agreement is to define the operation of the Vacation Ownership Plan for the Condominium by DVCMC. Club Members at the Condominium accessing Vacation Homes in accordance with the Vacation Ownership Plan and through the Home Resort Reservation Component must do so pursuant to the terms and conditions of this Agreement and the Home Resort Rules and Regulations.

3.2 Vacation Points. For administrative convenience in the operation of the Club and in the determination of the respective rights of Club Members to enjoy the services and benefits associated with membership in the Club, the Ownership Interest of each Club Member will be symbolized by a number of Home Resort Vacation Points rather than by the specific percentage of the Club Member's Ownership Interest in a Unit. Club Members will be permitted to use their Home Resort Vacation Points each Use Year to make a reservation in the Condominium.

3.3 Home Resort Vacation Point Reservation Values. A certain number of Home Resort Vacation Points have been or will be established by DVCMC in its sole, absolute and unfettered discretion for the use of each Vacation Home in the Condominium during each Use Day, with variations that will take into account, among other factors, anticipated seasonal and geographical demand factors and the related actual use demand of Club Members experienced in the operation of the Club. The number of Home Resort Vacation Points that a Club Member has with respect to an Ownership Interest will remain fixed and will always be symbolic of the Club Member's Ownership Interest. The Home Resort Vacation Point values established by DVCMC that are symbolic of all Ownership Interests will be based upon a 365 Use Day calendar year containing a minimum number of Fridays and Saturdays distributed through high demand periods (the **"Base Year"**). During the Base Year the total number of Home Resort Vacation Points required to reserve all Vacation Homes during all Use Days in the Condominium must always equal, and be symbolic of, the total number of Ownership Interests owned by Club Members in the Condominium. Any excess availability that may exist from time to time shall be subject to the Breakage Period priorities set forth in the Home Resort Rules and Regulations.

In order to meet the Club Members' needs and expectations as evidenced by fluctuations in Use Day demand at the Condominium experienced by DVCMC during a given calendar year, DVCMC may, in its sole, absolute and unfettered discretion, increase or decrease the Home Resort Vacation Point requirements for reservation of a given Use Day within a given Vacation Home during the given calendar year by any amount not to exceed twenty percent (20%) of the Home Resort Vacation Points required to reserve that Use Day during the previous calendar year; provided, however, that the total number of Home Resort Vacation Points existing within a given Unit at any time may not be increased or decreased because of any such reallocation. The twenty percent (20%) reallocation limitation shall not apply to increases or decreases in Home Resort Vacation Point reservation requirements relating to special periods of high demand based upon Club Member use patterns and changes in Club Member use demand (including, without limitation, use demand during special or holiday seasons), as determined by DVCMC in its sole, absolute and unfettered discretion.

Any increase or decrease in the Home Resort Vacation Point reservation requirement for a given Use Day pursuant to DVCMC's right to make this Home Resort Vacation Point adjustment must be offset by a corresponding decrease or increase for another Use Day or Days. Except as otherwise provided above, adjustments in excess of twenty percent (20%) in any calendar year will require approval of not less than sixty percent (60%) of all then-existing Club Members at the Condominium. The right to reallocate Home Resort Vacation Points is reserved by DVCMC solely for adjusting the Home Resort Reservation Component to accommodate Club Member demand. However, with respect to the Condominium, each Club Member will always be eligible to reserve at the Condominium, subject to availability: at least one (1) Use Day in a Studio Vacation Home for every 16 Home Resort Vacation Points; at least one (1) Use Day in a One-Bedroom Vacation Home for every 39 Home Resort Vacation Points; at least one (1) Use Day in a Two-Bedroom Vacation Home for every 54 Home Resort Vacation Points; or at least one (1) Use

Day in a Grand Villa Vacation Home for every 96 Home Resort Vacation Points. A maximum reallocation of Vacation Point reservation requirements could result in a "leveling" of all seasons, such that Home Resort Vacation Point reservation requirements would have no variation based upon seasonality or different times of the year. Similarly, a maximum reallocation of Home Resort Vacation Point reservation requirements could result in a "leveling" of differences in Vacation Point reservation requirements based upon particular Use Days in the week.

Participation in certain External Exchange Programs may be based on a week for week exchange, and require the reservation and deposit of a seven (7) consecutive Use Day period in a One-Bedroom or Two-Bedroom Vacation Home. Therefore, in the event of maximum reallocation as described in the preceding paragraph, a Club Member would be required (absent Banking and Borrowing) to have annual Home Resort Vacation Points of at least 273 Home Resort Vacation Points (7 Use Days X 34 Home Resort Vacation Points per Use Day) to reserve and deposit a One-Bedroom Vacation Home for exchange through the External Exchange Program, and at least 378 Home Resort Vacation Points (7 Use Days X 45 Home Resort Vacation Points per Use Day) to reserve and deposit a Two-Bedroom Vacation Home for exchange through the External Exchange Program. Club Members should refer to the External Exchange Documents for details concerning the requirements for making an exchange through a particular External Exchange Program.

3.4 Home Resort Rules and Regulations. The Home Resort Rules and Regulations promulgated by DVCMC from time to time shall contain detailed information regarding the operation of the Vacation Ownership Plan and the Home Resort Reservation Component, including the following:

a. The procedures by which a reservation must be made and confirmed;

b. The procedures for Banking and Borrowing;

c. The Home Resort Vacation Point Charts listing the values for each Vacation Home for each Use Day in the Condominium;

d. The procedures for and limitations upon canceling confirmed reservations;

e. The procedures for and limitations upon any wait list;

f. The procedures for and limitations upon Transfers; and

g. Any other rules and regulations which DVCMC in its sole, absolute and unfettered discretion determines are necessary or desirable from time to time in order to enforce the provisions of this Agreement in a manner that, in DVCMC's reasonable business judgment, will be for the principal purpose of improving upon the quality and operation of the Vacation Ownership Plan and furthering the collective enjoyment of the use of the Vacation Homes by Club Members taken as a whole. Such rules and regulations may include the implementation of *Special Season* Preference Lists, or other use demand management vehicles. In the event DVCMC implements a *Special Season* Preference List, persons eligible to appear on this List will have a special reservation priority that will supersede the usual first come, first served reservation procedure and Home Resort Priority Period to varying extents.

3.5 DVCMC. The Vacation Ownership Plan and the Home Resort Reservation Component shall be operated by DVCMC pursuant to the terms of this Agreement and pursuant to the Home Resort Rules and Regulations. DVCMC is expressly authorized to take such actions as it deems are necessary and appropriate for the operation of the Vacation Ownership Plan, including the implementation of all Home Resort Reservation Component duties as outlined in Paragraph 4.2 below.

DVCMC shall also be responsible for all management, maintenance and operation of the Vacation Homes and facilities of the Condominium pursuant to the terms and conditions set forth in the Property Management Agreement. DVCMC further reserves the right to provide site management services for one or more other DVC Resorts. DVCMC shall initially be compensated for services performed under the Property Management Agreement and this Agreement by receiving (an annual fee equal to) twelve percent (12%) of the total operating and capital reserves budgets for each year of the Property Management Agreement, exclusive of ad valorem taxes, the management fee and transportation fees.

As additional consideration, the Association hereby assigns to DVCMC any and all rights of the Association to rent unreserved Vacation Homes (in accordance with the reservation priorities of the Breakage Period) and to receive the proceeds therefrom in excess of the following: (i) the rental proceeds equaling an amount up to two and one-half percent (2 1/2%) of the Condominium Estimated Budgets shall be remitted by DVCMC to the Association; and (ii) a portion of the rental proceeds, if any, in an amount equal to Buena Vista Trading Company's ("**BVTC's**") costs for providing those services as set forth in the DVC

Resort Agreement for the Condominium plus five percent (5%) of such costs. The portion of rental proceeds, if any, set forth in (ii) of the preceding sentence shall be remitted by DVCMC to BVTC in consideration for BVTC's performance of such services under the DVC Resort Agreement for the Condominium. In performing its obligations for the Association and BVTC pursuant to (i) and (ii) above, DVCMC shall segregate such funds owed to the Association and BVTC and hold them, respectively, on behalf of the Association and BVTC and not for its own account. Such funds shall be deemed to be the property, respectively, of the Association and BVTC and not of DVCMC upon receipt of such funds by DVCMC.

3.6 DVD Home Resort Vacation Points. DVD shall not sell Ownership Interests that equal more than ninety-eight percent (98%) of the total amount of undivided percentage interests existing at the time within a Unit (although DVD reserves the right to convey its Ownership Interests to a successor developer). All Home Resort Vacation Points assigned to DVD in connection with these Ownership Interests will be governed by the same rules and regulations pertaining to all Club Members.

3.7 Reciprocal Use by DVD and Club Members. At any given time, DVD may own completed Vacation Homes which have not yet been committed to the Vacation Ownership Plan for various reasons. In order to provide Club Members with the greatest possible flexibility in making reservation requests, Club Members may be assigned to occupy both Vacation Homes which are associated with the Vacation Ownership Plan and completed accommodations which have not yet been committed to the Vacation Ownership Plan; however, the total number of accommodations available for Club Member reservation for any given Use Day will never exceed the total number of Vacation Homes existing within the Vacation Ownership Plan on that Use Day. Conversely, DVD may assign its renters or other users of the completed accommodations which have not yet been committed to the Vacation Ownership Plan to occupy both those Vacation Homes which are committed to the Vacation Ownership Plan and those accommodations which are not; however, the number of total Vacation Homes available for DVD renter/user reservation for any given Use Day will never exceed the total number of completed accommodations which have not yet been committed to the Vacation Ownership Plan on that Use Day. In addition, completed accommodations which have not yet been committed to the Vacation Ownership Plan may be available through rental or an incidental benefit plan offered by DVD.

IV. USE OF HOME RESORT VACATION POINTS

4.1 Options in Use of Home Resort Vacation Points. Home Resort Vacation Points may be used by Club Members in any of the following ways during the Use Year: (i) Home Resort Vacation Points may be used to reserve Vacation Home use rights in accordance with the reservation rules set forth in Paragraph 4.2 below and in the Home Resort Rules and Regulations; (ii) Home Resort Vacation Points may be Banked as set forth in Paragraph 4.4 below and in the Home Resort Rules and Regulations; (iii) Home Resort Vacation Points may be Borrowed as set forth in Paragraph 4.5 below and in the Home Resort Rules and Regulations; (iv) Home Resort Vacation Points may be used to reserve accommodations for exchange through an External Exchange Program as set forth in Paragraph 4.7 below and in the Home Resort Rules and Regulations; (v) Home Resort Vacation Points may be Transferred as set forth in Paragraph 4.8 below and in the Home Resort Rules and Regulations; or (vi) a Club Member may voluntarily participate in the DVC Reservation Component by converting all or a portion of a Club Member's Home Resort Vacation Points into DVC Vacation Points (as described in the BVTC Disclosure Document) to make a reservation for available accommodations in other DVC Resorts in accordance with the DVC Resort Agreement.

4.2 Reservations. Club Members shall reserve Vacation Homes pursuant to the following guidelines:

a. The Use Year. If all of a Club Member's Home Resort Vacation Points for a given Use Year are not used in some manner set forth in Paragraph 4.1 above during that Use Year, any unused balance at the end of the Use Year will automatically expire as set forth in Paragraph 4.9 below. On the first day of each new Use Year, the Club Member will again have a full complement of Home Resort Vacation Points for use during that Use Year, unless the Home Resort Vacation Points were borrowed in the previous Use Year.

b. Reservation Requests. Reservation requests for Vacation Homes by Club Members at the Condominium will be taken on a first come, first served basis. Home Resort Vacation Points available for use in a given Use Year (taking into account Banking and Borrowing activity) may only be used to reserve an available Vacation Home for use within that Use Year. To reserve a given Use Day on a space-available basis, a Club Member must follow the reservation procedures set forth in the Home Resort Rules and Regulations. Club Members are encouraged to submit requests as far in advance as possible to obtain the best choice of Vacation Homes. DVCMC's ability to confirm a reservation request is dependent upon the availability of the requested Vacation Home; therefore, DVCMC cannot guarantee that a particular reservation request can be fulfilled.

In addition to Club Members at the Condominium, Club Members from other DVC Resorts will also have the opportunity to make reservations for a Vacation Home on a first come, first served basis through the DVC Reservation Component upon the expiration of any applicable Home Resort Priority Period. In the case of the Condominium, the Home

Resort Priority Period is currently four (4) months. This Home Resort Priority Period will be subject to any preference list rights set forth in the Home Resort Rules and Regulations. A Club Member from this Condominium seeking a reservation at another DVC Resort through voluntary participation in the DVC Reservation Component will be subject to the Home Resort Priority Period established for that other DVC Resort.

DVCMC reserves the right in its sole, absolute and unfettered discretion to extend or decrease the Home Resort Priority Period; provided, however, in no event shall the Home Resort Priority Period be for a period of less than one (1) month prior to the period during which the other Club Members have the right to reserve that Vacation Home during that Use Day. In addition, DVCMC reserves the right to establish a continental or other preference periods in the event resorts located outside of the jurisdictional limits of the United States are associated as DVC Resorts.

DVCMC reserves the right to forecast anticipated reservation and use of the accommodations of the Vacation Ownership Plan and is authorized to reasonably reserve, deposit, or rent the accommodations for the purpose of facilitating the use or future use of the accommodations or other benefits made available through the vacation ownership plan.

c. Confirmations and Cancellations. Reservations shall be confirmed and cancellations shall be processed as set forth in the Home Resort Rules and Regulations. Cancellations and reservation changes may be subject to restrictions or charges as set forth in the Home Resort Rules and Regulations.

d. Annual Dues. Failure to pay all Annual Dues (with respect to all Ownership Interests owned by a Club Member) in full when due may result in the initiation of lock-out procedures by DVCMC pursuant to applicable law, resulting (where permitted) in a denial of the right of delinquent Club Members to reserve, check in or use the Vacation Homes and facilities of the Condominium through the Home Resort Reservation Component or to voluntarily participate in the DVC Reservation Component by requesting a reservation for accommodations at other DVC Resorts until such time as the delinquency is paid in full. Unsatisfied delinquencies are also subject to procedures under applicable law to foreclose a lien against a Club Member's Ownership Interest.

e. Minimum Stay. DVCMC may require from time to time that a minimum number of consecutive Use Days for a particular season or special season be reserved as set forth in the Home Resort Rules and Regulations. The number of consecutive Use Days required to be reserved shall in no event exceed five (5) Use Days.

f. Vacation Home Inventory Management. DVCMC shall have the right to forecast anticipated reservation and use of the Vacation Homes of the Vacation Ownership Plan and is authorized to reasonably reserve, deposit, or rent the Vacation Homes for the purpose of facilitating the use or future use of the accommodations or other benefits made available through the Vacation Ownership Plan.

4.3 Breakage. If a reservation request for any Vacation Home is not received by the first day of the Breakage Period with respect to a given Use Day, the right to reserve that Vacation Home for that Use Day will thereafter be subject to the priorities set forth in the Home Resort Rules and Regulations. In any event, DVCMC shall always have first priority to reserve the use of any available Use Day within the Breakage Period for purposes of Unit and Vacation Home maintenance. DVCMC, in its sole, absolute and unfettered discretion, may lengthen or shorten the Breakage Period for all Use Days from time to time if DVCMC, in its reasonable business judgment, determines that such an adjustment will be for the principal purpose of improving upon the quality and operation of the Vacation Ownership Plan and furthering the collective enjoyment of the use of the Vacation Homes by Club Members taken as a whole. In no event will DVCMC establish a Breakage Period greater than ninety (90) days or less than thirty (30) days.

4.4 Banking Home Resort Vacation Points. Banking of Home Resort Vacation Points involves the decision by a Club Member during the current Use Year to save all or a portion of the Club Member's Home Resort Vacation Points for use in the next succeeding Use Year.

Banked Home Resort Vacation Points can only be used in the next succeeding Use Year, and once deposited, the Club Member cannot retrieve the Banked Home Resort Vacation Points during the Use Year of deposit. Failure of Club Members to use their Banked Home Resort Vacation Points in the next succeeding Use Year will result in the expiration of those Home Resort Vacation Points as set forth in Paragraph 4.9 below. Banked Home Resort Vacation Points may be used by Club Members for reservations at the Condominium, or other DVC Resorts (as DVC Vacation Points) or for use of the External Exchange Program.

4.5 Borrowing Home Resort Vacation Points. Borrowing of Home Resort Vacation Points involves the decision by a Club Member during the current Use Year to use all or a portion of the Club Member's Home Resort Vacation Points from the next succeeding Use Year to secure a reservation in the current Use Year.

Borrowed Home Resort Vacation Points can only be used in the Use Year into which they have been Borrowed, and failure of a Club Member to use any Borrowed Home Resort Vacation Points in the current Use Year will result in the expiration of those Home Resort Vacation Points as set forth in Paragraph 4.9 below. Borrowed Home Resort Vacation Points may not be returned to the original Use Year once they have been Borrowed. Borrowed Home Resort Vacation Points may be used by the Club Member for reservations at the Condominium or other DVC Resorts (as DVC Vacation Points) or for use of the External Exchange Program.

4.6 Limitation on Banking and Borrowing. A Club Member's ability to either Bank or Borrow at any given time is limited by the level of general Banking and Borrowing that exists at that particular time and by the projected amount of Use Days available for reservation at the Condominium. DVCMC reserves the right, in its sole, absolute and unfettered discretion, to suspend, in whole or in part, or increase or decrease the amount of Banking and/or Borrowing activity at any time or from time to time if DVCMC, in its reasonable business judgment, determines that such suspension will be for the principal purpose of improving upon the quality and operation of the Vacation Ownership Plan and furthering the collective enjoyment of the use of the Vacation Homes by Club Members taken as a whole. A Club Member will also not be permitted to Bank or Borrow Home Resort Points in a given Use Year if the Club Member is delinquent in the payment of Annual Dues with respect to any Ownership Interests owned by the Club Member. Additional restrictions on Banking and Borrowing are set forth in the Home Resort Rules and Regulations.

4.7 External Exchange Programs. In order to increase the range of vacation options available to Club Members, DVCMC may arrange for Club Members to access External Exchange Programs from time to time. These Programs may include exchange agreements between DVCMC (as a corporate participant or member) and External Exchange Companies for the purpose of affording Club Members with the opportunity to avail themselves of alternative vacation opportunities through the duration of the Vacation Ownership Plan. There can be no assurance, however, that DVCMC will be successful in arranging for ongoing access to any External Exchange Program. Under such circumstances, Club Members may contact a provider of exchange services directly to establish individual exchange privileges. There can be no assurance, however, that an individual Club Member will be able to satisfy the terms and conditions then required by such provider to participate individually in that provider's exchange program. If neither DVCMC nor the individual Club Member is successful in establishing an agreement with a provider of exchange services, the ability of an individual Club Member to request future external exchanges other than to a DVC Resort will cease. Club Members should refer to the Home Resort Rules and Regulations and External Exchange Documents for procedures and restrictions involved in requesting an exchange into any currently existing External Exchange Program.

4.8 Transfers. Transfers may be made by Club Members from time to time as set forth in the Home Resort Rules and Regulations.

4.9 Expiration of Vacation Points. Failure of Club Members to use their Vacation Points in any given Use Year, however such Vacation Points are obtained, shall result in automatic expiration of all unused Vacation Points without compensation to the Club Members.

V. RENTALS

5.1 Club Member Rentals. A Club Member may make a reservation to use the Vacation Homes for the Club Member's own use, make their use available to family or friends or guests, or rent them solely through the Club Member's own efforts. DVD's approval of a rental by a Club Member is not required after a reservation has been made in the renter's own name, and Club Members are permitted to rent their occupancy rights on terms and conditions that they may establish. No rental assistance is being offered by The TWDC Companies. All renters must comply with the rules and regulations affecting occupancy, and the renting Club Member will be responsible for the acts or omissions of the renters or any other person or persons permitted by the Club Member to use the Vacation Home. The TWDC Companies do not in any way represent or promote that a particular Vacation Home can be rented, or if it is rented, that any particular rental rate can be obtained for such rental. Use of Vacation Homes and recreational facilities for commercial purposes or any purposes other than the personal use described in the Declaration is expressly prohibited. "Commercial purpose" includes a pattern of rental activity or other occupancy by an Owner that the Board, in its reasonable discretion, could conclude constitutes a commercial enterprise or practice. No Vacation Home may be divided or subdivided into a smaller Vacation Home.

5.2 Area Resort Hotels. Club Members should be aware that several resort hotels may be in operation within and around the Condominium, including hotels owned and/or operated by The TWDC Companies, and that DVD will also rent its Ownership Interests to the general public. Accordingly, any Club Members who attempt to rent reserved Vacation Homes for their own account must compete with these resort hotels and DVD for renters without any assistance from The TWDC Companies, and would be at a substantial competitive disadvantage. Club Members should not purchase an Ownership Interest based upon any expectation of deriving any rental or other revenue or profit therefrom.

VI. ANNUAL DUES

6.1 Condominium Estimated Budgets. The Association will promulgate an operating budget and a capital reserves budget each calendar year in the manner required by applicable law. The operating budget shall include the Condominium's share of the operating expenses of the Club attributed to it.

6.2 Assessment and Collection of Annual Dues. DVCMC will assess each Club Member's share of the Condominium Estimated Budgets to each Club Member each year in the ratio that the number of Home Resort Vacation Points assigned to that Club Member's Ownership Interest bears to the total number of Home Resort Vacation Points in the Condominium at that time. Annual Dues will be billed and will be past due as set forth in the Condominium Documents. Each Club Member who has not paid his or her Annual Dues in full by the past due date will be subject to late charges and interest as set forth in the Declaration.

6.3 Club Member Default. In the event a Club Member has not paid his or her Annual Dues after the past due date described in Paragraph 6.2 above, a lien may be placed against the Club Member's Ownership Interest and foreclosed pursuant to applicable law, resulting in the loss of the Club Member's Ownership Interest and the termination of his or her membership in the Club as set forth in the Declaration.

VII. MISCELLANEOUS PROVISIONS

7.1 Compliance; Personal Use; Commercial Purposes. Failure of a Club Member to comply with the terms and conditions of this Agreement, the Home Resort Rules and Regulations or the Condominium Documents may result in the denial of the right of the non-complying Club Member to reserve, check in or use the Vacation Homes and facilities of the Condominium or to voluntarily participate in the DVC Reservation Component by requesting a reservation for accommodations at other DVC Resorts until such time as the Club Member is in compliance. Except for Ownership Interests owned by DVD, rentals of Vacation Homes to the general public by DVD or DVCMC, use of Vacation Points in connection with external exchange programs, and the rights of third parties under the Master Declaration, use of Vacation Homes and facilities of the Condominium is limited solely to the personal use of Club Members, their guests, invitees, exchangers and lessees and for recreational use by corporations or other similar business entities owning Ownership Interests while staying as a registered guest at the Condominium. Purchase of an Ownership Interest or use of Vacation Homes and facilities of the Condominium for commercial purposes or for any purpose other than the personal use described above is expressly prohibited.

7.2 Amendment of this Agreement. DVCMC, in its sole, absolute and unfettered discretion, may change the terms and conditions of this Agreement and the Home Resort Rules and Regulations. These changes may affect an Owner's right to use, exchange and rent the Owner's Ownership Interest and impose obligations upon the use and enjoyment of the Ownership Interest and the appurtenant Club membership. Such changes may be made by DVCMC without the consent of any Club Member and may adversely affect a Club Member's rights and benefits and increase or decrease the Club Member's costs of ownership. Further, although DVCMC generally is required to make such changes in a manner which, in its reasonable business judgment, improves upon the quality and operation of the Vacation Ownership Plan and furthers the collective enjoyment of its benefits by the Club Members taken as a whole, such changes under some circumstances may not be to the advantage of some Club Members and could adversely affect their ability to secure reservations when and where they want them. Notice of any amendment shall be: (i) either mailed, faxed, e-mailed or sent by other electronic or wireless means, as the case may be, by DVCMC to each Club Member or to the designated representative of each Multiple Club Member at the Club Member's or designated representative's last known mailing address prior to its effective date; or (ii) included as a part of a newsletter or other periodic report sent by the Association or DVCMC as the Management Company.

7.3 Governing Law; Waiver of Jury Trial; Venue. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Florida. Each party hereby waives any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against any other party concerning the interpretation, construction, validity, enforcement or performance of this Agreement or any other agreement or instrument executed in connection with this Agreement. In the event any such suit or legal action is commenced by any party, the other parties hereby agree, consent and submit 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 party also hereby consents and submits to and agrees that venue in any such suit or legal action is proper in said court and county, and each party hereby 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.

7.4 Notices. Except as may be otherwise provided herein, any notice, demand, request, consent, approval or communication under this Agreement shall be in writing and shall be deemed duly given or made: (i) when deposited, postage prepaid, in the United States mail, addressed to the party at the address shown above (or, in the case of a Club Member or designated representative of a Multiple Club Member, at the address shown on the books and records of DVCMC); (ii) when delivered personally to the party at the address specified above; or (iii) when deposited with a reliable overnight courier service, fee prepaid, with receipt of confirmation requested, addressed to the party as specified above. A party may designate a different address for receiving notices hereunder by notice to the other parties.

7.5 Termination. This Agreement shall automatically expire on January 31, 2060, or upon the earlier expiration of the Vacation Ownership Plan for the Condominium as set forth in the Declaration. In the event the Vacation Ownership Plan for Condominium is extended beyond January 31, 2060, pursuant to the terms of the Declaration and at the election of the parties, the term of this Agreement shall automatically be extended for the additional term unless sooner terminated as provided in this Agreement.

In the event that the Property Management Agreement is terminated or it expires in accordance with its own terms, this Agreement will terminate, and DVCMC will no longer provide for the operation of the Vacation Ownership Plan. DVCMC also reserves the right to terminate this Agreement in the event that the DVC Resort Agreement for the Condominium is terminated.

In the event that this Agreement terminates, the Association shall have the authority to establish reservation procedures, which may or may not be identical to the reservation procedures set forth in this Agreement, by which use of the Units and Vacation Homes among all of the Club Members at the Condominium shall be determined. In addition, the parties expressly agree that in the event that this Agreement terminates, irrespective of whether the termination is voluntary or involuntary and irrespective of the cause of such termination, the Association and all Club Members shall cease using and thereafter abstain from using any and all personal property belonging to DVCMC, including any and all personal property relating to the operation of the Home Resort Reservation Component, and shall return same to DVCMC within fifteen (15) days from the date of termination.

7.6 Suspension. Notwithstanding any provisions contained in this Agreement to the contrary, DVCMC reserves the right to elect to suspend the operation of the Home Resort Reservation Component at the Condominium rather than electing to terminate this Agreement. The terms and conditions governing such suspension shall be determined by DVCMC in its sole, absolute and unfettered discretion. Upon the termination of such suspension period, the Condominium shall be entitled to resume participation as contemplated under this Agreement subject to any terms and conditions established by DVCMC in its sole, absolute and unfettered discretion.

7.7 Recitals. The recitals set forth at the beginning of this Agreement are true and correct and are incorporated herein by this reference.

7.8 Assignment. DVCMC may assign this Agreement to a wholly owned subsidiary of DVCMC, the parent corporation of DVCMC, or a corporation under common ownership and control with BVTC without the consent of the Association. Upon such assignment and assumption DVCMC shall be released from any and all obligations hereunder. Thirty (30) days advance notice of the assignment shall be delivered to the Association.

7.9 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto, and none of the parties have been induced by any other party by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein that are not expressly contained herein or in the Condominium Documents.

7.10 Partial Invalidation. The invalidity in whole or in part of any covenant, promise or undertaking, or any paragraph, subparagraph, sentence, clause, phrase or words, or of any provision of this Agreement shall not affect the validity of the remaining portions hereof.

7.11 Excusable Delays. In the event that DVCMC shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, act of God, or any other reason beyond DVCMC's control,

then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.12 Remedies; Costs and Fees. DVCMC shall be entitled to pursue any and all legal and equitable remedies for the enforcement of the terms and conditions of this Agreement, including an action for damages, an action for injunctive relief, and an action for declaratory judgment. In any proceeding arising because of an alleged failure to comply with the terms of this Agreement, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys', legal assistant or other professionals' fees as may be awarded by the court, including all appeals and all proceedings in bankruptcy.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WITNESSES:

Print Name: Karen L. Grip

Print Name: J. GREENE

DISNEY VACATION DEVELOPMENT, INC.,
a Florida corporation

By: _____

Name: John McGowan

As its: Secretary

Print Name: Karen L. Grip

Print Name: J Greene

DISNEY VACATION CLUB MANAGEMENT CORP.,
a Florida corporation

By: _____

Name: Leigh Anne Nieman

As its: Assistant Secretary

Print Name: J Greene

Print Name: Karen L. Grip

BAY LAKE TOWER AT DISNEY'S CONTEMPORARY RESORT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____

Name: Lawrence Smith

As its: Treasurer

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06/30/2010 02:24:56 PM Page 1 of 6
Rec Fee: $52.50
Deed Doc Tax: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: DISNEY VACATION DEVELOPME

THIS INSTRUMENT PREPARED BY AND RETURN TO:
John McGowan
c/o Disney Vacation Development, Inc.
1390 Celebration Blvd.
Celebration, Florida 34747

MASTER MORTGAGE AGREEMENT

Master Form Mortgage Agreement
Recorded by Disney Vacation Development, Inc.
1390 Celebration Place
Celebration Florida 34747

Pursuant to Section 695.02, Florida Statutes, **DISNEY VACATION DEVELOPMENT, INC.**, a Florida corporation, hereby records the attached Master Mortgage Agreement.

DISNEY VACATION DEVELOPMENT, INC.

By: _____

Name: Leigh Anne Nieman

Title: Assistant Secretary 6-25-10

STATE OF Florida)
S.S.:
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 25 day of June, 2010, by Leigh Anne Nieman as Assistant Secretary of DISNEY VACATION DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me.

KAREN GRIP
Notary Public - State of Florida
My Commission Expires Dec 27, 2010
Commission # DD 616293
Bonded Through National Notary Assn.

_____
(Notary Signature)

Karen L. Grip
(Notary Name Printed)
NOTARY PUBLIC - State of Florida
Commission No. DD 616293
MY COMMISSION EXPIRES:

COPY

THIS INSTRUMENT PREPARED BY AND RETURN TO:
John McGowan
c/o Compliance Department
Disney Vacation Development, Inc.
1390 Celebration Blvd.
Celebration, Florida 34747

MASTER MORTGAGE AGREEMENT

THIS MASTER MORTGAGE AGREEMENT is executed on _____ between undersigned Mortgagor (hereinafter 'Mortgagor') whose post office address is c/o Disney Vacation Development, Inc., 1390 Celebration Blvd., Celebration, Florida 34747, and **DISNEY VACATION DEVELOPMENT, INC.**, a Florida corporation, as Mortgagee (hereinafter 'Mortgagee') whose post office address is 1390 Celebration Blvd., Celebration, Florida 34747.

WHEREAS, from time to time, Mortgagee contemplates conveying title to property situated in Orange County, Florida to third parties (individually a 'Borrower' and collectively 'Borrowers') who will obtain loans from Mortgagee, each of which will be evidenced by a note and secured by a mortgage to be granted to Mortgagee by such Borrowers on the property acquired by such Borrowers; and

WHEREAS, each Borrower shall execute a Short Form Mortgage Agreement (the 'Short Form Mortgage') to secure each Borrower's obligation under their respective note, which Short Form Mortgage shall specifically adopt and incorporate by reference the covenants and agreements contained in this Master Mortgage Agreement (the 'Mortgage'); and

WHEREAS, the Short Form Mortgage and this Mortgage shall secure to Mortgagee (a) the repayment of the indebtedness evidenced by each Borrower's note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith or therewith, and (b) the repayment of any future advances, with interest thereon, made to or for the benefit of each Borrower by Mortgagee pursuant to paragraph 23 hereof (hereinafter 'Future Advances').

Each Short Form Mortgage that incorporates by reference this Mortgage shall be deemed to include the following provisions and all references herein to 'Mortgagee' and 'Mortgage' shall be deemed references to 'Lender' and 'Short Form Mortgage Agreement', respectively, in the Short Form Mortgage:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage. Unless applicable law provides otherwise, all payments received by Mortgagee shall be applied by Mortgagee first, at the option of Mortgagee, in payment of any late charges, costs, expenses and attorneys' fees due under the Note, then in payment of interest payable on the Note, then to the principal of the Note, then to interest and principal on any Future Advances, and then to any other amounts due and payable under the Note or this Mortgage. In the event Borrower shall execute and deliver any further note(s) or mortgage agreement(s) in favor of Mortgagee in connection with the acquisition of an additional ownership interest from Mortgagee, any payments received by Mortgagee from Borrower in respect of the indebtedness owed by Borrower to Mortgagee shall, at Mortgagee's sole option and discretion, be applied first to the indebtedness evidenced by the Note first executed and delivered by Borrower in favor of Mortgagee, and thereafter in the successive chronological order of execution and delivery of each of said further note(s), all in accordance with the payment terms of this paragraph.

2. **Charges; Liens.** Borrower shall promptly pay, when due, all condominium assessments imposed by the governing body of the Condominium. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, however, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation required by such lien in a manner acceptable to Mortgagee and, if requested by Mortgagee, immediately post with Mortgagee

an amount necessary to satisfy said obligation, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof and, if requested by Mortgagee, immediately post with Mortgagee an amount necessary to satisfy said obligation.

3. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term 'extended coverage' and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require; provided, however, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. This obligation shall be deemed satisfied so long as the Condominium Association as defined in the Declaration, (hereinafter 'Association') maintains a 'master' or 'blanket' policy which otherwise satisfies the terms hereof and of the Declaration. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or Condominium, whether to a unit or to the common elements, any such proceeds payable to Borrower are hereby assigned to Mortgagee and shall be paid to Mortgagee for application to the sums secured by this Mortgage, with the excess, if any, thereafter paid to Borrower.

4. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall perform all of Borrower's obligations under the Declaration, the by-laws and regulations of the Association and all constituent documents. Borrower shall take such actions as may be reasonable to insure that the Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

5. **Protection of Mortgagee's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option, upon notice to Borrower may make such appearances, disburse such sums and take such actions as are necessary to protect Mortgagee's interest, including, but not limited to, disbursement of funds to pay reasonable attorneys' fees and to make repairs and entry upon the Property to make such repairs. If Mortgagee required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Mortgagee's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums, if any. Any amounts disbursed by Mortgagee pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Borrower requesting payment hereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Mortgagee to incur any expense or take any action hereunder.

6. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or the common elements, or for any conveyance in lieu of condemnation, are hereby assigned to Mortgagee and shall be paid to Mortgagee for application to the sums secured by this Mortgage, with the excess, if any, thereafter paid to Borrower.

8. **Borrower Not Released.** Extension of time for payment or modification of amortization of the sums secured by this Mortgage, granted by Mortgagee to any successor in interest to Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or to refuse to extend time for payment or otherwise to modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

9. **Forbearance by Mortgagee.** Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

10. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. **Successors and Assigns Bound; Joint and Several Liability.** Subject to the terms and provisions of paragraph 20 below, the covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of, Mortgagee and Borrower. All covenants, agreements and undertakings of Borrower shall be joint and several.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by U.S. Mail, postage prepaid; addressed to Borrower at Borrower's address as set forth in the Note or this Mortgage, or at such other address as Borrower may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Mortgagee when given in the manner designated herein.

13. **Severability.** The provisions of this Mortgage are severable. If any provision of this Mortgage shall be held to be invalid or unenforceable in any respect, such provision shall be carried out and enforced only to the extent to which it shall be valid and enforceable, and any such invalidity or unenforceability shall not affect any other provisions of this Mortgage, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.

14. **Governing Law and Waiver of Trial by Jury. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED UNDER AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND THE COURTS IN THE STATE OF FLORIDA, COUNTY OF ORANGE SHALL BE THE EXCLUSIVE COURTS OF JURISDICTION AND VENUE FOR ANY LITIGATION OR OTHER PROCEEDING THAT MAY BE BASED ON, ARISE OUT OF, UNDER OR IN CONJUNCTION WITH THIS MORTGAGE. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS MORTGAGE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE EXTENDING THE LOAN REPRESENTED BY THE NOTE TO BORROWER.**

15. **Headings and Capitalized Terms.** The paragraph headings contained herein are included solely for the convenience of the parties, and shall not be used in construction or interpretation of this Mortgage. Capitalized terms not defined herein shall contain the meaning associated to them in Borrower's Short Form Mortgage Agreement.

16. **Entire Agreement.** This Mortgage and the Note constitute the entire understanding and agreement of Borrower and Mortgagee with regard to the subject matter hereof, and supersede all oral agreements, understandings or representations of the parties. This Mortgage shall not be modified or amended unless such amendment is in writing signed by Borrower and Mortgagee.

17. **Time.** Time is of the essence in the performance by Borrower of each and every obligation of Borrower represented by this Mortgage.

18. **Further Assurances.** Borrower shall, from time to time, execute such additional documents which may reasonably be requested by Mortgagee, to carry out and fulfill the intents and purposes of this Mortgage and the Note.

19. **Gender and Number.** Whenever used in this Mortgage, the singular number shall include the plural, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings of Borrower shall be joint and several.

20. **Transfer of the Property Assumption.** If all or any part of the Property or any interest therein is sold or transferred or if any mortgage, lien or other encumbrance shall, during the term of this Mortgage, be recorded against or otherwise attach upon the Property without Mortgagee's prior written consent (which consent may be withheld or granted at Mortgagee's sole discretion), excluding (a) a transfer by devise, descent or operation of law upon the death of a joint tenant or tenant by the entirety, or (b) the lien of real property ad valorem taxes not yet due and payable, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate related to sale or transfer if, and only if, prior to the sale or transfer, Mortgagee shall have waived in writing or failed to timely exercise its right of first refusal granted under the Declaration and pursuant to the Purchase Agreement executed by Borrower and Mortgagee in this matter, and Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Borrower from all obligations under this Mortgage and the Note. If Mortgagee exercises such option to accelerate, Mortgagee shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than ten (10) days from the date the notice is mailed within which Borrower shall pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Borrower, invoke any remedies permitted hereunder, at law or in equity.

21. **Acceleration; Remedies.** Except as provided in paragraph 20 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee, prior to acceleration, shall mail notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure

such breach; and (3) a date, not less than fifteen (15) days from the date the notice is mailed to Borrower, by which date such breach must be cured. Such notice, at Mortgagee's sole option, may also state that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage or foreclosure by judicial or trustee (non-judicial) proceedings and sale of the Property. The notice, at Mortgagee's sole option, may also require that any past due amounts shall be payable by cashier's or certified check. If the breach is not cured on or before the date specified in the notice, Mortgagee at Mortgagee's sole and absolute discretion, subject to any right of reinstatement to which Borrower is entitled under applicable law, may declare, without further demand or notice of any kind, all of the sums secured by this Mortgage to be immediately due and payable and may foreclose this Mortgage by judicial, or trustee (non-judicial) proceedings pursuant to applicable law. Mortgagee shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, court costs and costs of documentary evidence, abstracts, title reports, recording costs and documentary and other transfer taxes. **If Borrower fails to make timely payments under the obligations secured by this Mortgage, or is otherwise deemed in uncured default of this Mortgage, the lien against the Property created by this Mortgage may be foreclosed in accordance with either a judicial foreclosure procedure or a trustee foreclosure procedure and may result in Borrower's loss of the Property. If the Mortgagee initiates a trustee foreclosure procedure, Borrower shall have the option to object and the Mortgagee may proceed only by filing a judicial foreclosure action.**

22. **Assignment of Rental; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Mortgagee the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 21 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration or abandonment of the Property, Mortgagee shall be entitled upon written notice, to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, management fees, court costs and reasonable attorney's fees, and then to the sums secured by this Mortgage. Alternatively, Mortgagee may seek the appointment of a receiver to manage and collect rents from the Property. If a receiver is appointed, any income from rents from the Property shall be applied first to the costs of receivership, and then in the order set forth above.

23. **Future Advance.** Upon request by Borrower, Mortgagee, at Mortgagee's sole and absolute discretion within twenty (20) years from the date of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed two hundred percent (200%) of the original principal amount of the Note.

24. **Mortgagee's Prior Consent.** Borrower shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium or vacation ownership plan, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Declaration, by-laws or code of regulations of the Association or equivalent constituent documents of the Condominium which are for the express benefit of Mortgagee; or (iii) any action which would have the effect of rendering the public liability insurance coverage maintained by the Association unacceptable to Mortgagee.

25. **Borrower's Representations and Warranties.** As a material inducement to Mortgagee to lend Borrower the indebtedness evidenced by the Note, Borrower hereby represents and warrants to Mortgagee the following: (i) the Property is not in any wise intended, whether as of the date hereof or at any time hereafter, to constitute any form of 'homestead' under Florida law, and any such desire or intent is hereby waived, released and remised; (ii) Borrower has not acquired the Property for any use or purpose other than for personal use as required by the Declaration; and (iii) Borrower, by acquisition of the Property, has no desire or intent to be or become a legal domiciliary of the State of Florida, or any political subdivision thereof (including, without limitation, Reedy Creek Improvement District), and any such desire or intent is hereby waived, released and remised.

26. **Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Borrower and Borrower shall pay all costs of recordation, if any.

27. **Attorneys' Fees.** As used in this Mortgage and in the Note, the term attorneys' fees shall also include attorneys' fees, if any, which may be awarded by an appellate court.

28. **Add-on Contracts.** In the event Borrower (or any party comprising Borrower or of which Borrower is comprised) executes and delivers any further note(s) or mortgage agreement(s) in favor of Mortgagee in connection with the acquisition of an additional ownership interest from Mortgagee, or for some other purpose, then Borrower agrees that: (i) any default or event of default under any such further note(s) or mortgage agreement(s) shall automatically and without further notice constitute a default under this Mortgage as fully as if such default or event of default arose directly under this Mortgage; (ii) any default or event of default under this Mortgage shall automatically and without further notice constitute a default under any such further note(s) and mortgage agreement(s) as fully as if such

default or event of default arose directly under such further note(s) and mortgage agreement(s); and (iii) the lien of this Mortgage shall automatically and without further action spread over and encumber any such additional ownership interest as fully as if such additional ownership interest comprised the Property initially encumbered by this Mortgage, and Borrower hereby mortgages, grants and conveys any such additional ownership interest to Mortgagee.

MORTGAGOR

MORTGAGOR

STATE OF)
s.s.:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, ___, by , who is/are personally known to me or who has produced and as identification.

(Notary Signature)
Notary Public - State of _____
Notary Print Name _____
My Commission Expires: _____

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