MASTER DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR OSCEOLA CORPORATE CENTER
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE I</th>
<th>DEFINITIONS ......................................................................................................................... 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>Definitions......................................................................................................................... 1</td>
</tr>
<tr>
<td>Section 2</td>
<td>Interpretation and Flexibility......................................................................................... 1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE II</th>
<th>PROPERTY SUBJECT TO THIS MASTER DECLARATION; ADDITIONS THERETO ........................................ 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>Legal Description................................................................................................................................... 4</td>
</tr>
<tr>
<td>Section 2</td>
<td>Supplements............................................................................................................................................ 4</td>
</tr>
<tr>
<td>Section 3</td>
<td>Withdrawal........................................................................................................................................... 5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE III</th>
<th>MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION .................................................................... 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>Membership....................................................................................................................................... 5</td>
</tr>
<tr>
<td>Section 2</td>
<td>Voting Rights.................................................................................................................................... 5</td>
</tr>
<tr>
<td>Section 3</td>
<td>General Matters............................................................................................................................... 6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE IV</th>
<th>COMMON AREAS; CERTAIN EASEMENTS ............................................................................................ 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>Members Easements....................................................................................................................... 7</td>
</tr>
<tr>
<td>Section 2</td>
<td>Easements Appurtenant................................................................................................................... 8</td>
</tr>
<tr>
<td>Section 3</td>
<td>Maintenance and Rent..................................................................................................................... 8</td>
</tr>
<tr>
<td>Section 4</td>
<td>Utility Easements.......................................................................................................................... 8</td>
</tr>
<tr>
<td>Section 5</td>
<td>Public Easements........................................................................................................................... 9</td>
</tr>
<tr>
<td>Section 6</td>
<td>Ownership.................................................................................................................................... 9</td>
</tr>
<tr>
<td>Section 7</td>
<td>Surface Water Management System.................................................................................................. 9</td>
</tr>
<tr>
<td>Section 8</td>
<td>Wetlands and Mitigation Areas........................................................................................................ 10</td>
</tr>
<tr>
<td>Section 9</td>
<td>Access, Ingress and Egress; Roadways............................................................................................. 10</td>
</tr>
<tr>
<td>Section 10</td>
<td>Roadways within the Properties.................................................................................................... 11</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE V</th>
<th>COVENANT FOR MAINTENANCE ASSESSMENTS .................................................................................... 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>Creation of the Lien and Personal Obligation for Assessments................................................... 12</td>
</tr>
<tr>
<td>Section 2</td>
<td>Rates of Assessments...................................................................................................................... 12</td>
</tr>
<tr>
<td>Section 3</td>
<td>Special Assessments....................................................................................................................... 13</td>
</tr>
<tr>
<td>Section 4</td>
<td>Capital Improvements..................................................................................................................... 13</td>
</tr>
<tr>
<td>Section 5</td>
<td>Special Purpose Taxing Districts..................................................................................................... 13</td>
</tr>
<tr>
<td>Section 6</td>
<td>Date of Commencement of Annual Assessments; Due Dates............................................................. 13</td>
</tr>
<tr>
<td>Section 7</td>
<td>Duties of the Board of Directors................................................................................................... 14</td>
</tr>
<tr>
<td>Section 8</td>
<td>Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Master Association................................................................................................. 14</td>
</tr>
<tr>
<td>Section 9</td>
<td>Subordination of the Lien................................................................................................................. 16</td>
</tr>
<tr>
<td>Section 10</td>
<td>Developer's Assessments.................................................................................................................. 16</td>
</tr>
<tr>
<td>Section 11</td>
<td>Master Association Funds.................................................................................................................. 16</td>
</tr>
<tr>
<td>Section 12</td>
<td>Exempt Property.............................................................................................................................. 16</td>
</tr>
<tr>
<td>Section 13</td>
<td>Subsidies...................................................................................................................................... 16</td>
</tr>
</tbody>
</table>
ARTICLE VI  MAINTENANCE OF UNITS AND PARCELS........................................17
  Section 1.  Exteriors of Units.........................................................17
  Section 2.  Parcels ......................................................................17
  Section 3.  Remedies for Noncompliance ........................................18
  Section 4.  Costs of Remedial Work; Surcharges ................................18
  Section 5.  Right of Entry ..............................................................18
  Section 6.  Maintenance Schedule ..................................................18

ARTICLE VII  REVIEW OF PLANS BY DEVELOPER .................................19
  Section 1.  Procedures ...................................................................19

ARTICLE VIII  CERTAIN RULES AND REGULATIONS ............................23
  Section 1.  Applicability .................................................................23
  Section 2.  Uses of Parcels and Units .............................................24
  Section 3.  Temporary Structures ...................................................24
  Section 4.  Signage and Advertising ................................................24
  Section 5.  Service Areas and Mechanical Equipment .......................24
  Section 6.  Refuse .........................................................................25
  Section 7.  Lighting .......................................................................25
  Section 8.  Oil and Mining Operation ..............................................25
  Section 9.  Architectural Control ....................................................25
  Section 10. Commercial Trucks, Trailers, Campers and Boats; Construction Equipment .........................................................26
  Section 11. Parking Areas ...............................................................27
  Section 12. Surface Water Management System ...............................27
  Section 13. Platting of Parcels ........................................................27
  Section 14. Rezoning ...................................................................27
  Section 15. Use of Name ................................................................27
  Section 16. Development Guidelines ...............................................27
  Section 17. Architectural/Aesthetic Guidelines .................................28
  Section 18. Compliance and Consistency ........................................28
  Section 19. Construction Time and Site Cleanup ...............................29

ARTICLE IX  ENFORCEMENT .................................................................29
  Section 1.  Compliance by Owners and Tenants ...............................29
  Section 2.  Enforcement .................................................................29
  Section 3.  Fines ..........................................................................30

ARTICLE X  GENERAL PROVISIONS .......................................................31
  Section 1.  Duration ......................................................................31
  Section 2.  Notice .........................................................................31
  Section 3.  Enforcement .................................................................31
  Section 4.  Severability .................................................................31
  Section 5.  Amendment or Modification ..........................................31
  Section 6.  Effective Date ...............................................................32
  Section 7.  Conflict ......................................................................32
Section 8. Standards for Consent, Approval, Completion, Other Action and Interpretation ................................................................. 32
Section 9. Easements ............................................................................. 32
Section 10. Administration by Developer .................................................. 32
Section 11. Good Faith and Uniform Administration of Master Declaration .............................................................................. 33
Section 12. Covenants Running With The Land ........................................ 33
Section 13. Liability .................................................................................. 33

EXHIBIT A  THE PROPERTIES

EXHIBIT B  SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMITS FOR OSCEOLA CORPORATE CENTER
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OSCEOLA CORPORATE CENTER

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR OSCEOLA CORPORATE CENTER (the "Master Declaration") is
made as of the 13th day of March, 2003, by DEERFIELD LAND
CORPORATION, a Delaware corporation, which declares hereby that the "Properties"
described in Article II of this Master Declaration are and shall be held, transferred, sold,
conveyed and occupied subject to the covenants, restrictions, easements, charges and liens
hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following words when used in this Master Declaration
(unless the context shall prohibit) shall have the following meanings:

(a) "Articles" or "Articles of Incorporation" shall mean and refer to the
Articles of Incorporation of the Master Association, as amended or modified from time to
time.

(b) "Board" or "Board of Directors" shall mean and refer to the Board of
Directors of the Master Association.

(c) "By-Laws" shall mean and refer to the By-Laws of the Master Association
as amended or modified from time to time.

(d) "Common Areas" shall mean all property located within the Properties
hereby dedicated non-exclusively to the joint and several use, in common, of the
Developer and the Owners of all Parcels that may from time to time constitute part of the
Properties and their tenants, agents and invitees and the Developer's tenants, guests and
invitees, all as provided and regulated herein or otherwise by the Master Association,
including, without limitation, all additions thereto made pursuant to Article II, Section 2
hereof, the Signage Areas (as hereinafter defined), and the Surface Water Management
System (as hereinafter defined); together with the landscaping and any improvements
thereon, including, without limitation, all structures, landscaped areas, street lights and
irrigation systems, if any; but excluding any public utility installations thereon and/or any
pedestrian areas located on private Parcels.

Developer will endeavor to specifically identify (by recorded legal description,
signage, physical boundaries, site plans or other means, or through the recordation of sub-
declarations) the Common Areas of the Properties, but such identification shall not be
required in order for a portion of the Properties to be Common Areas hereunder. Without
limiting the generality of Section 2 of this Article, in the event that Developer determines
that a particular portion of the Properties is or is not Common Areas hereunder (in the manner provided in said Section 2), such determination shall be binding and conclusive.

In the event that the Master Association accepts an easement or similar grant over, under or through any portion of the Properties or any property adjacent thereto or in the vicinity thereof, the area subject to such easement shall be deemed Common Areas for the purposes of, but only for the purposes of, the Master Association performing whatever duties or obligations are stated in, or implied by law with respect to such easement or other grant.

(e) “City” shall mean and refer to the City of Kissimmee, Florida.

(f) "County" shall mean and refer to Osceola County, Florida.

(g) "Developer" shall mean and refer to DEERFIELD LAND CORPORATION, a Delaware corporation, its successors, such of its assigns as to which the rights of Developer hereunder are specifically assigned, and any mortgagee of DEERFIELD LAND CORPORATION which succeeds to the rights of DEERFIELD LAND CORPORATION in the Properties pursuant to foreclosure or conveyance of the Properties to such mortgagee in lieu thereof. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Properties. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(h) “Gross Acreage” in reference to a Parcel shall mean the total acreage of a Parcel as determined by a survey of the Parcel at the time of the acquisition by Owner, and shall mean 961.870 acres in reference to the Properties. The total Gross Acreage of a Parcel shall be adjusted after the development of a Parcel with vertical improvements to less out any portion of a Parcel that is deeded to the Master Association as Common Area or that is developed as a roadway within the Parcel. Notwithstanding the foregoing, the Gross Acreage of the Properties shall remain unmodified, unless and until the roadways within the Properties are conveyed or dedicated for public use, in which event the Gross Acreage of the Properties shall be reduced to reflect the less out of the roadways.

(i) “Development Order” shall mean and refer to the Development Order for Osceola Corporate Center, a Development of Regional Impact filed October 18, 1989 in Official Records Book 941, Page 2886, as amended by that First Amendment to Development Order filed June 18, 1991 in Official Records Book 1019, Page 2879, and re-recorded July 10, 1991 in Official Records Book 1022, Page 1484, as further amended by that certain Second Amendment to Development Order filed October 18, 1995 in Official Records Book 1286, Page 1543, as further amended by that certain Third Amendment to Development Order filed September 27, 1996 and recorded in Official Records Book 1352, Page 1054, as further amended by that certain Fourth Amendment to Development Order filed January 8, 1997 in Official Records Book 1372, Page 1697, and as further amended by that certain Fifth Amendment to Development Order filed October
23, 2000, in Official Records Book 1796, Page 943, all in the Public Records of Osceola County, Florida

(j) "Master Association" shall mean and refer to the OSCEOLA CORPORATE CENTER MASTER OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, formed or to be formed. References herein to the Master Association shall be subject to the provisions of Article X, Section 10 of this Master Declaration.

(k) "Member" shall mean and refer to all those Owners who are Members of the Master Association as provided in Article III hereof.

(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel situated within the Properties. For the purposes of this Master Declaration, an "Owner" shall also mean the holder of a long-term leasehold interest (i.e., one having an initial term in excess of thirty (30) years) in a Parcel (and not merely the structure(s) located thereon), even though fee simple title thereto is vested in another party (which party shall not be deemed an Owner hereunder during the term of the leasehold interest).

(m) "Parcel" shall mean and refer to a portion of the Properties (as hereinafter defined) which is sub-divided as a distinct parcel and on which a commercial (generally, office, office/warehouse, retail, hotel, restaurant or any combination thereof) structure is or may be built under applicable plat, zoning and other land use restrictions and requirements. A "Parcel" shall also mean any specific parcel of land within the Properties designated as such in this Master Declaration or in a supplemental declaration executed and recorded by the Developer (and joined into by the Owner of such parcel, if different from the Developer). Nothing herein shall preclude the subdivision of any Parcel into one or more Parcels or the combination of any Parcels into a single Parcel. In the event of any modification to any of the initial Parcels, the number of votes and assessments attributable to such Parcel(s) shall be proportionately and equitably reallocated, as provided herein.

(n) "Properties" shall mean and refer to all that certain property commonly known as Osceola Corporate Center, as recorded in Plat Book 6, Pages 147 through 149, Public Records of Osceola County, Florida, and additions thereto, as are now or hereafter made subject to this Master Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(o) "Signage Areas" shall mean and refer to those certain areas of the Properties (as hereinafter defined) which may be designated by Developer for the placement of a general signage improvement, which signage improvement shall provide general and unspecified signage to all or a portion of the commercial uses to be developed upon the Properties (as hereinafter defined), subject to this Master Declaration. The Developer reserves the right, in its sole discretion, to have signage at (i) the intersection of Bermuda Avenue and the Orange County line, (ii) any location along Osceola Parkway, and/or (iii) Bermuda Avenue and the south Property line. The
determination of the configuration and location of the Signage Areas, if any, by
Developer shall be binding and conclusive.

(p) "Special Purpose Taxing Districts" shall mean and refer to any and all
special purpose municipal services taxing units or municipal services benefit units which
may from time to time service the Properties, which shall have responsibilities defined in
their enabling resolutions.

(q) "Surface Water Management System" shall mean and refer to all
underground drainage pipes, drainage canals, swales, inlets, culverts, storm drains,
outfalls, lakes, drainage retention/detention ponds and related systems located or to be
located within the Properties, and which serve the stormwater and surface drainage,
control and retention needs of the Parcels. The Surface Water Management System shall
be deemed Common Areas for the purposes of (i) the Owners' reasonable use thereof for
their intended purposes, and (ii) the maintenance, repair and replacement thereof by the
Master Association, or, at Developer's election, by a Special Purpose Taxing District, if
permitted by the City or the County, as applicable.

(r) "Unit" shall mean and refer to the individual office, office/warehouse,
retail, hotel, restaurant, or other structure constructed on the Parcel and all appurtenant
improvements.

Section 2. Interpretation and Flexibility. In the event of any ambiguity or question as
to whether any person, entity, property or improvement falls within any of the definitions set
forth in this Article I, the determination made by Developer in such regard (as evidenced by a
recorded supplemental declaration stating same) shall be binding and conclusive. Moreover,
Developer may, also by way of supplemental declaration, alter or amend the application of any
portion of this Master Declaration as to any specified portion(s) of the Properties in order to
reflect any unique characteristics thereof; provided that such altered or amended application may
not go so far as to be unequivocally contrary to the overall, uniform scheme of development for
the Properties contemplated in this Master Declaration.

All references in this instrument to recording data refer to the Public Records of Osceola
County, Florida.

ARTICLE II

PROPERTY SUBJECT TO THIS MASTER DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property which, initially, is and shall be held,
transferred, sold, conveyed and occupied subject to this Master Declaration is located in Osceola
County, Florida, and is more particularly described in Exhibit "A" attached hereto, all of which
real property (and all improvements thereto), together with additions thereto, but less any
withdrawals therefrom, is herein referred to collectively as the "Properties".

Section 2. Supplements. Developer may from time to time bring other land in
Osceola County and Orange County, Florida and in the general vicinity of the Properties (even
though not then contiguous thereto) under the provisions hereof by recorded supplemental declarations (which shall not require the consent of then existing Owners, the Master Association or any mortgagee) and thereby add to the Properties, provided, however, that no such supplement shall diminish the voting rights of, or percentage of responsibility for Common Expenses allocable to, any Parcel without the consent of the affected Parcel Owner. To the extent that such additional real property shall be made a part of the Properties as a common scheme, reference herein to the Properties shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall oblige the Developer to add to the initial portion of the Properties, to develop any such future portions under such common scheme, nor to prohibit Developer (or the applicable Developer-affiliated Owner) from rezoning and changing the development plans with respect to such future portions. All Owners, by acceptance of a deed to or other conveyance of their Parcels, thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by the Developer (or the applicable Developer-affiliated Owner thereof) and shall evidence such consent in writing if requested to do so by the Developer at any time (provided, however, that the refusal to give such written consent shall not obviate the general effect of this provision).

Section 3. **Withdrawal.** Developer reserves the right to amend this Master Declaration at any time, without prior notice and without the consent of any person or entity except as provided below, for the purpose of removing certain portions of the Properties then owned by the Developer or its affiliates or the Master Association from the provisions of this Master Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Properties desired to be effected by the Developer; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development of the Properties, and provided further, that such withdrawal does not diminish the voting rights of, or percentage of responsibility for Common Expenses allocable to, any Parcel without the consent of the affected Parcel Owner. Any withdrawal of land not owned by Developer shall not be effective without the written consent or joinder of the then Owner(s) of such land.

**ARTICLE III**

**MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION**

Section 1. **Membership.** Every person or entity who is a record Owner of a fee or undivided fee interest in any Parcel shall be a Member of the Master Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Master Association.

Section 2. **Voting Rights.** The Master Association shall have two (2) classes of voting membership:

- **Class A.** Class A Members shall be all those Owners, as defined in Article I, Section 1(k) with the exception of the Developer (as long as the Class B Membership
shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall be entitled to a number of votes equal to the Gross Acreage of that Member's Parcel. When any Parcel entitling the Owner to Membership in the Master Association is owned of record in the name of two or more persons or entities, or if two or more persons or entities have the same fiduciary relationship respecting the same Parcel, then unless the instrument or order appointing them or creating the tenancy otherwise directs and such instrument or copy thereof is filed with the Secretary of the Master Association, such Owner shall elect one official representative to qualify for voting in the Master Association and shall notify in writing the Secretary of the Master Association of the name of such individual. The vote of such individual shall be considered to represent the will of all Owners of the Parcel. In the circumstance of such common ownership if the Owners fail to designate their voting representative, then the Master Association may accept the person exercising the right to vote as the voting Owner until notified to the contrary by the other Member(s). Upon such notification, the Owner may not vote until the Owners appoint their representative pursuant to this paragraph. All fractional votes shall be rounded off to the nearest whole number. For purposes of determining voting rights hereunder, the Membership roster shall be set as of sixty (60) days prior to the commencement of the Master Association’s fiscal year.

Class B. The Class B Member shall be the Developer, the Developer’s specifically designated successor-in-interest or a person who shall have specifically received such status by instrument executed by the Developer and recorded in the public records as an amendment to the Master Declaration. The Class B Member shall be entitled to one (1) vote, plus three (3) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate upon the earlier to occur of the following: (i) one (1) year after the last Parcel within the Properties has been sold and conveyed by the Developer (or its affiliates); (ii) the next annual meeting of the Members of the Master Association following the date upon which the last Parcel within the Properties has been sold and conveyed by the Developer; or (iii) the written election of the Developer (whereupon the Class A Members shall be obligated to convene to elect the Board and assume control of the Master Association).

Section 3. General Matters. When reference is made herein, or in the Articles, By-Laws, rules and regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Parcels.
ARTICLE IV

COMMON AREAS: CERTAIN EASEMENTS

Section 1.  Members Easements. Each Member, and each tenant, agent and invitee of each Member shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use thereof in common with all other such Members, tenants, agents and invitees, in such manner as may be regulated by the Master Association.

Without limiting the generality of the foregoing, such rights of use are hereby made subject to the following:

  (a)  The right and duty of the Master Association to levy assessments against each Parcel for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Master Declaration and with the restrictions on any plats of portions of the Properties from time to time recorded with, as applicable, the prior consent of Developer or the Master Association in accordance with this Master Declaration.

  (b)  The right of the Master Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Master Association shall apply until rescinded or modified as if originally set forth at length in this Master Declaration.

  (c)  The right to the use of the Common Areas and facilities thereon for their intended purposes shall extend to all agents, employees, guests and invitees of the Owners, subject to reasonable regulation from time to time by the Master Association in its lawfully adopted and published rules and regulations; provided, however, that neither such rules and regulations nor any amendment to this Master Declaration shall deprive Owners and the other aforesaid parties from access to their respective Parcels.

  (d)  The right of Developer to permit such persons as Developer shall designate to use the Common Areas and all facilities located thereon (if any).

  (e)  The right of Developer and the Master Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.

  (f)  The right of the Master Association, by a two-thirds (2/3rds) affirmative vote of the entire membership, to dedicate or convey portions of the Common Areas to any public or quasi-public agency, water management district, Special Purpose Taxing District, community development district or other entity under such terms as the Master Association deems appropriate and to create or contract with community development districts, water management districts and Special Purpose Taxing Districts for lighting, surface water management, roads or other services, security, or communications and other similar purposes deemed appropriate by the Master Association (to which such dedication or contract all Owners, by the acceptance of the deeds to, or leasehold interests
in, their Parcels, shall be deemed to have consented, no consent of any other party, except the Developer, being necessary).

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Parcel, but shall not be deemed to grant or convey any ownership interest in the Common Areas subject thereto.

Section 3. Maintenance and Rent. The Master Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas (including, without limitation, the landscaping and pedestrian areas described in Section 6, below), and to the extent not otherwise provided for, the paving, drainage structures, landscaping, irrigation systems, surface water management systems, improvements and other structures (except public utilities, to the extent same have not been made Common Areas) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Master Association. Maintenance of any applicable street lighting fixtures or irrigation systems shall include and extend to payment for all electricity consumed in their operation, unless same is separately metered to a specific Parcel(s). Without limiting the generality of the foregoing, the Master Association shall assume all of Developer's and its affiliates' responsibility to the County (or the City, as applicable, if all or a portion of the Properties are annexed into the City of Kissimmee) and its governmental and quasi-governmental subdivisions of any kind, including, without limitation, any Special Purpose Taxing Districts, with respect to the Common Areas or other utilities or amenities serving or enhancing the Properties (including, without limitation, any obligations arising in connection with any ongoing use or maintenance requirements under any agreement or similar instrument) and shall fully indemnify and hold the County (or the City, as applicable, if all or a portion of the Properties are annexed into the City of Kissimmee), the Developer and its affiliates and the parties joining herein harmless with respect thereto.

All expenses incurred by the Master Association pursuant to this Section and this Master Declaration generally shall be paid for by the Master Association through assessments (either general or special) imposed in accordance herewith. Without limiting the generality of the foregoing, all expenses of the Master Association incurred in connection with the maintenance of the Signage Areas and the Surface Water Management System shall be paid for through assessments.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas. Notwithstanding the foregoing, no assessment shall be made against a Parcel for expenses incurred under any developer's agreement(s) with the County (or City as appropriate), if, and only if, (i) the expenses (or failure of the Master Association to have paid the expenses) resulted in the County imposing a lien on the Parcels for non-payment; and (ii) the owner of the Parcel has paid to the County (or City as appropriate) the prorata portion of the applicable expenses in order to have the Owner's Parcel released from the County's (or City's) lien in accordance with such developer's agreement.

Section 4. Utility Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on or described in relevant plats or in recorded
instruments, shall be in accordance with the applicable provisions of this Master Declaration and said plats and instruments. Public utilities in the Common Areas for the service of the Properties shall be installed underground, except as may be otherwise permitted by the Developer. The Developer and its affiliates and their designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Parcels for the installation, operation, maintenance, repair, replacement, alteration and expansion of utilities.

Section 5. Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties and all members and the general public shall have permanent, perpetual, non-exclusive easements for ingress and egress over and across all roads (private or otherwise) located within the Properties.

Section 6. Ownership. The Common Areas are hereby dedicated non-exclusively to the joint and several use, in common, of the Developer and the Owners of all Parcels that may from time to time constitute part of the Properties and their tenants, agents and invitees and the Developer's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Master Association. The Common Areas (or appropriate portions thereof, but not the landscaping and pedestrian areas described above) shall, upon the later of completion of the improvements thereon or the date when the last Parcel within the Properties has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of the Developer), be conveyed by quit claim deed to the Master Association (without warranty), which shall be deemed to have automatically accepted such conveyance. Except as provided in Article X, Section 10 hereof, and except to the extent that certain obligations and responsibilities may be delegated to any community development, water management and/or Special Purpose Taxing Districts in accordance with this Master Declaration, the Master Association is and shall remain responsible for the maintenance, insurance and administration of such Common Areas (whether or not then conveyed or to be conveyed to the Master Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of the County or the City, as applicable.

It is intended that all real estate taxes assessed against those portions of the Common Areas owned or to be owned, or leased or to be leased, by the Master Association shall be (or have been, because the purchase prices of the Parcels and/or Units have already taken into account their proportionate shares of the values of the Common Areas), proportionally assessed against and payable as part of the taxes of the applicable Parcels within the Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Master Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Master Association as of the date of such recordation.

Developer and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of the Properties (including, without limitation, Parcels and Units) for the purpose of the installation, construction, reconstruction, repair, replacement,
operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere on the undeveloped portions of the Properties that Developer and its affiliates or designees elect to effect, and to use, without charge, the Common Areas and other portions of the Properties for sales, displays and signs or for any other purpose during the period of construction, development and sale of any undeveloped portion of the Properties. Without limiting the generality of the foregoing, the Developer and its affiliates shall have the specific right to maintain upon any undeveloped portion of the Properties sales, administration, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the need to finish the above-referenced activities prior to such completion.

Section 7. Surface Water Management System. Notwithstanding anything else contained in this Master Declaration, including, without limitation, any and all rights of direction and control afforded the Master Association provided under Article IV, Section 1(f) of this Master Declaration (including any ability to delegate maintenance responsibilities to any community development district, water management district and/or Special Purpose Taxing Districts), the Master Association shall be ultimately responsible to the Owner of each Parcel on or under which the Surface Water Management System is located for: (i) performing any maintenance, repair or replacement activities to be conducted upon the Surface Water Management System pursuant to this Section, (ii) performing said activities in a manner so as to reasonably minimize any interference with the normal and customary use of the Parcel, and (iii) promptly repairing and restoring any portion of a Parcel which is unreasonably damaged as a result of such maintenance, repair or replacement activities conducted upon the Surface Water Management System. No Member or Owner shall cause or permit any interference with such access and maintenance by the Master Association. No Owner shall utilize, in any way, any of the Surface Water Management System, or incorporate any portion of the Surface Water Management System, into the Owner’s development plans, without the express prior written consent of the Master Association. Further, where an Owner’s Parcel is contiguous to the Surface Water Management System, the Owner shall prepare its site plan so that the utilization of its Parcel will not adversely affect the Surface Water Management System and so as to be aesthetically compatible with the Surface Water Management System and in compliance with the SFWMD Permits (as described below). The Master Association is authorized to delegate any of the Surface Water Management System repair and maintenance responsibilities provided herein to any sub-association of the Master Association; provided, however, that the Master Association shall be ultimately responsible for the performance of said repair and maintenance responsibilities and, in the event any such sub-association of the Master Association shall fail to perform any of the repair and maintenance responsibilities delegated to it by the Master Association, the Master Association shall suffer no interference with its right to access, repair, operate and maintain the Surface Water Management System in accordance herewith.

Any proposed amendment to this Master Declaration which would affect the Surface Water Management System must be submitted to the South Florida Water Management District (“SFWMD”) for a determination as to whether the same is consistent with any and all permits
issued by SFWMD which regulate the Surface Water Management System ("SFWMD Permits"), any requirements and conditions provided in such SFWMD Permits, and all applicable SFWMD rules. If any such amendment is necessary, SFWMD will so advise the Master Association. To the extent that any wetland mitigation monitoring is required in connection with any SFWMD Permits, the Master Association shall remain the person or entity ultimately responsible for such monitoring, and shall ensure full and complete compliance with all conditions contained in SFWMD Permits associated with monitoring, maintenance and mitigation of the wetlands comprising the Surface Water Management System. The SFWMD Permits issued in connection with the development of the Properties, and any conditions thereto issued by SFWMD, are attached hereto as Exhibit "B", and are incorporated herein by this reference, and may not be modified except upon application of the Master Association to SFWMD after approval of a majority of the Members.

Section 8. Wetlands and Mitigation Areas. Developer may convey by quit-claim deed all or any portion of the wetland property, upland buffers and upland mitigation areas owned by it in the Properties ("Wetlands") to the Master Association at any time prior to Developer relinquishing its control of the Master Association and for a period of one (1) year after Developer relinquishes its control. The Master Association shall be deemed to have automatically accepted such conveyances and the transfer of any permits related to the Wetlands. Thereafter, the Master Association shall be solely responsible for all obligations of the Developer with respect to the Wetlands, and the Developer shall be completely relieved of such obligations, including but not limited to, those imposed by any SFWMD, United States Army Corp of Engineers ("ACOE") and/or Florida Fish and Wildlife Conservation Commission ("FFWCC") Permits, the Development Order or any applicable easements.

Section 9. Access, Ingress and Egress; Roadways. All Owners, by accepting title to property conveyed subject to this Master Declaration, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such property and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks and walkways located within the Properties from time to time, provided that pedestrian and vehicular access to and from all Units and the Properties shall be provided at all times in accordance with the terms of this Declaration.

Section 10. Roadways within the Properties. Initially, all streets located within the Properties shall be private; however, Developer reserves the right, but not the obligation, and in its sole discretion, to convey any portion of the roadways to the Master Association, or to dedicate or otherwise convey any portion of the roadways within the Properties to the State of Florida, any political subdivision thereof, any special taxing district or a community development district or other local unit of special government purpose established pursuant to Florida Statutes, for the purpose of granting public access thereto and over said roadways. Each Owner hereby agrees, upon the request of Developer, to cooperate with Developer in effectuating a conveyance or dedication of the roadways within the Properties. Unless and until the roadways within the Properties are dedicated or otherwise conveyed as set forth herein for public access, the roadways shall be maintained by the Master Association and all such expenses incurred by the Master Association shall be paid for by the Master Association through assessments imposed by this Master Declaration.
ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, the Developer (and each party joining in any supplemental declaration), for all Parcels within the Properties, hereby covenants and agrees, and each Owner of any Parcel by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Master Association annual assessments and charges for the operation of, and for payment of expenses and/or taxes allocated or assessed to or through, the Master Association, the maintenance, management, operation and insurance of The Wetlands and the Common Areas as provided elsewhere herein, including such reasonable reserves as the Master Association may deem necessary, special assessments as provided in Section 3 hereof, capital improvement assessments as provided in Section 4 hereof and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Master Association, all such assessments to be fixed, established and collected from time to time as herein provided. The costs of preparing and filing annual reports and other monitoring reports required by the Development Order or other development permits shall be part of the Master Association’s annual assessments. Notwithstanding the foregoing, the initial costs of installing the Common Areas shall be an expense borne solely by the Developer and shall not be collected through assessments. The annual, special and other assessments, together with such late charges and interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. Each such assessment, together with such late charges and interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid. Except as provided herein with respect to special assessments which may be imposed on one or more Parcels and Owners to the exclusion of others and as provided in Section 8 below, all assessments imposed by the Master Association shall be imposed against all Parcels subject to its jurisdiction by application of the formula set forth in Section 2, below.

Reference herein to assessments shall be understood to include any and all interest, late charges and costs of collection relating thereto, whether or not specifically mentioned.

Section 2. Rates of Assessments. Subject to the provisions below and those set forth in Section 10 hereof, each Parcel shall be assessed an equitable percentage of the total estimated operating expenses of the Master Association. For each Parcel subject to this Master Declaration, such percentage shall be calculated by dividing the Gross Acreage of such Parcel by the combined Gross Acreage of all of the Parcels lying within the Properties. The Master Association shall be responsible to determine the amount of assessments which shall be assessed against any Parcel pursuant hereto, and shall perform any necessary calculations in accordance herewith to ascertain the same. Any such determinations and/or calculations made or performed by the Master Association shall be conclusive and binding upon such Parcel.
Section 3. **Special Assessments.** In addition to the regular and capital improvement assessments which are or may be levied hereunder, the Master Association (through a majority vote of the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners for (i) the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping thereon) or the Wetlands caused by the misuse, negligence or other action or inaction of an Owner or his tenant(s) or invitees; or (ii) the costs of work performed by the Master Association in accordance with Article VI of this Master Declaration (together with any surcharges collectible thereunder). Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment.

Section 4. **Capital Improvements.** Funds which in the aggregate are in excess of the lesser of One Hundred Thousand Dollars ($100,000) or 10% of the then current operating budget of the Master Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Master Association and which have not previously been collected as reserves or are otherwise available to the Master Association (other than by borrowing) shall be levied by the Master Association as assessments only upon approval of a majority of the Board of Directors of the Master Association and upon approval by two-thirds (2/3rds) favorable vote of the Members of the Master Association voting at a meeting or by ballot as may be provided in the By-Laws of the Master Association. It is the intent of this Section that any capital improvements having a cost of less than the amount set forth above be paid for by regular assessments, with an appropriate adjustment to the budget of the Master Association and the assessment levied in accordance therewith to be made, if necessary. Any capital improvement assessment shall be levied against all Parcels in an equitable manner as may be determined by the Board of Directors.

Section 5. **Special Purpose Taxing Districts.** Subject to the provisions below and those set forth in Section 10 hereof, each Parcel shall also be assessed a percentage of the total estimated operating expenses of any Special Purpose Taxing Districts operating within, or for the benefit of, the Properties. Such assessments shall be levied by any such Special Purpose Taxing Districts in accordance with their own assessment procedures. Personnel working for and under contract with the Special Purpose Taxing Districts shall have the right to enter upon any Parcel to effect cleanup measures necessary to maintain the Properties and, in circumstances where cleanup and maintenance occurs on a Parcel, special charges will be assessed against the Owner thereof on a timely and material basis. The right of entry herein provided shall not subject such persons to a charge or claim of trespass. Each Owner, by acquiring a Parcel within the Properties agrees to pay each and every assessment imposed by Special Purpose Taxing Districts upon a Parcel on a timely basis, failing which such assessment and special charges shall constitute a violation of this Master Declaration.

Section 6. **Date of Commencement of Annual Assessments; Due Dates.** The annual regular assessments provided for in this Article shall commence upon the installation or construction of improvements to the Common Areas, and shall be applicable through December
31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in annual, semi-annual or quarter-annual installments if so determined by the Board of Directors of the Master Association (absent which determination they shall be payable quarterly).

The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment.

Section 7. **Duties of the Board of Directors.** The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessment against each Parcel subject to the Master Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner.

Written notice of the assessment shall be sent to every Owner thirty (30) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Master Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Master Association, setting forth whether such assessment has been paid as to any particular Parcel. Such certificate shall be conclusive evidence of payment of any assessment to the Master Association therein stated to have been paid.

The Master Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including the Developer and affiliates of the Developer) for management services. The Master Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 8. **Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Master Association.** If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, become a continuing lien on the Parcel which shall bind such property in the hands of the then Owner, and the Owner's heirs,
personal representatives, successors and assigns. Except as provided in Section 10 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Master Association a late charge of five percent (5%) of the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) and/or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) and the Master Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Parcel on which the assessments and late charges are unpaid, may foreclose the lien against the Parcel on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Parcel whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Parcel shall be levied by the Master Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Parcel as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Parcel or the enjoyment of the Common Areas (except for access over Common Area accessways) until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 9 of this Article.

The failure of the Master Association to send or deliver bills or notices of assessments shall not relieve Owners from their obligations to promptly pay same when due.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Master Association.
Section 9. **Subordination of the Lien.** The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first mortgage (recorded prior to recordation by the Master Association of a claim of lien) held by an institutional mortgage lender and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure or otherwise in satisfaction of a debt secured by a first mortgage as aforesaid, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure or in satisfaction of debt). Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Parcels subject to assessment by the Master Association, including the Parcels as to which the foreclosure (or conveyance in lieu of foreclosure or in satisfaction of debt) took place.

Section 10. **Developer's Assessments.** When all Parcels within the Properties are sold and conveyed to purchasers, neither the Developer nor its affiliates shall have further liability of any kind to the Master Association for the payment of assessments, deficits or contributions.

Section 11. **Master Association Funds.** The portion of all regular assessments collected by the Master Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Master Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 12. **Exempt Property.** The following property subject to this Master Declaration shall be exempt from assessments, charges and liens created herein: (i) all property to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use; (ii) all Common Areas; (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemptions; (iv) all property owned by the Master Association or subassociation, if applicable, including, without limitation, Approved Upland Mitigation Areas (per SFWMD, Florida Department of Environmental Protection ("FDEP") and ACOE), Jurisdictional Wetlands (per SFWMD, FDEP, and ACOE Approvals), Stormwater Management Facilities (per SFWMD, FDEP and ACOE), open space and master stormwater facilities, all as delineated on the Osceola Corporate Center Master Plan ("Master Plan"); and (v) all property owned by the Developer, which is not already exempt from assessments pursuant to other provisions of this Master Declaration, during the time Developer subsidizes its share of budget deficits in accordance with Section 13 below.

Section 13. **Subsidies.** Developer shall be exempt from the payment of any assessments with respect to the Properties subject to this Master Declaration that are owned by Developer. Developer covenants and agrees that, until not later than when the Class "B" Membership ceases to exist, Developer shall pay to the Association, as incurred, the portion of the operating deficits of the Association (exclusive of reserves for replacement of improvements and extraordinary losses or expenses) attributable to the Common Areas, as determined from
time to time by the Board. The foregoing to the contrary notwithstanding, Developer shall not pay more than the assessments that Developer would have been required to pay if the exempted portions of the Properties were not exempt. At any time, by written notice to the Association, Developer shall be entitled to terminate Developer's obligation to pay the portion of the operating deficits of the Association allocable to the Common Areas. Following such termination or expiration of Developer's subsidy obligations under this Section 13, Developer shall pay the applicable per-Parcel assessment for each assessable Parcel then owned by Developer, prorated for the year in which such payment commences.

ARTICLE VI

MAINTENANCE OF UNITS AND PARCELS

Section 1. Exteriors of Units. Each Owner shall maintain all structures (including the Unit) located on its Parcel in a neat, orderly and attractive manner and consistent with the general appearance of the Properties as a whole (taking into account the varying uses of the Properties, Parcels and Units). The minimum (though not sole) standard for the foregoing shall be consistent with the general appearance of the Properties as initially constructed and otherwise improved by Developer or by any other builders who build in accordance with plans approved by the Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Control Board, as hereinafter defined). Each Owner shall repaint, re-stain or re-finish, as appropriate, the exterior portions of its Unit (with the same colors or finishes as initially used on the Unit) as often as is necessary to comply with the foregoing standards. The foregoing maintenance requirements shall not apply to the extent that a Unit is under construction; provided, however, that during such construction period the applicable Parcel shall nevertheless be kept reasonably free of accumulations of scrap, debris and refuse.

Section 2. Parcels. Each Owner shall maintain the trees, shrubbery, grass and other landscaping on its Parcel, if any, and all sidewalks, plazas, parking lots and similar areas, in a neat, clean, orderly and attractive manner and consistent with the general appearance of the Properties as a whole. Each Owner shall also maintain wetlands and wetland buffers within its Parcel. All irrigation systems shall be underground, automatic, kept in good repair and shall not stain or discolor any wall, sign surface, curb, sidewalk or other improvement. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Properties as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

Without limiting the generality of the following, the obligation of an Owner to maintain its Parcel shall extend to and include the obligation to regularly sweep, clean, maintain, re-stripe, repair and replace the parking areas located on its Parcel and all improvements thereto.

The foregoing maintenance requirements shall not apply to the extent that a Parcel is under construction; provided, however, that during such construction period the Parcel shall nevertheless be kept reasonably free of accumulations of scrap, debris and refuse.
Section 3. Remedies for Noncompliance. In the event of the failure of an Owner to maintain its Unit or Parcel in accordance with this Article, the Master Association shall have the right, upon five (5) days' prior written notice to the Owner at the address last appearing in the records of the Master Association, to enter upon the Owner's Parcel and perform such work as is necessary to bring the Parcel or Unit, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the repainting, restaining or refinishing of exterior surfaces of a Unit; the repair of walls, fences, roofs, doors, windows and other portions of a Unit or other structures on a Parcel; and such other remedial work as is judged necessary by the Master Association. The remedies provided for herein shall be cumulative with all other remedies available under this Master Declaration or otherwise under applicable law (including, without limitation, the imposition of fines or special assessments or the bringing of legal or equitable actions).

Section 4. Costs of Remedial Work; Surcharges. In the event that the Master Association performs any remedial work on a Unit or Parcel pursuant to this Article or any other applicable section of this Master Declaration, the costs and expenses thereof shall be deemed a special assessment under Article V, Section 3 of this Master Declaration and may be immediately imposed by the Board of Directors. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing the Master Association to assume same, and, additionally, to reimburse the Master Association for administrative expenses incurred, the Master Association may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Master Association in its sole discretion.

Section 5. Right of Entry. There is hereby created an easement in favor of the Master Association, and its applicable designees over each Parcel for the purpose of entering onto the Parcel in the performance of the work herein described, provided that the notice requirements of this Article are complied with.

Section 6. Maintenance Schedule. In order to coordinate the maintenance and overall appearance of the Properties, each Owner agrees to submit to the Master Association a synopsis of all scheduled maintenance for its Unit(s), and further agrees to make such reasonable modifications to said maintenance schedule if requested by the Master Association.
ARTICLE VII

REVIEW OF PLANS BY DEVELOPER

Section 1. Procedures

(a) Documentation and Submittal Requirements. Prior to the initiation of any construction or clearing of any site within Osceola Corporate Center, the Owner must receive Site Development Plan/Package approval from the Developer. Site Development Plan/Package approval for construction will constitute six (6) steps:

(1) Pre-design conference.
(2) Submittal of schematic drawings for site plan and all building elevations.
(3) Review/approval of schematic drawings.
(4) Submittal of final construction documents.
(5) Review/approval of final construction documents.
(6) Inspection/approval of as-builts.

Approval submissions are to be submitted in duplicate to:

Osceola Corporate Center
Deerfield Land Corporation
P. O. Box 2353
Orlando, Florida 32802-2353
Attention: Vice-President and Secretary

or as specified by the Developer.

The Developer will attempt to review the submittal and advise the Owner of its decisions and comments within thirty (30) days of receipt of a complete submittal package (consisting of items (2) through (5) enumerated above). It is recommended that the Owner use an express mail type of service to assure prompt delivery of the documents and to help reduce the turn-around time required for the review process.

Approval by the Developer does not imply or warrant approval of design by any entity other than the Developer. Approval by the Developer does not release the Owner from any liability associated with design flaws, alleged design flaws, or any defect of construction or installation.

The Owner shall not be permitted to submit and/or acquire an Osceola County (or similar approval from the City) Comprehensive Development Plan approval, plat approval or modification, a rezoning or PUD amendment, comprehensive plan amendment, building and/or land clearing permit, or infrastructure/utility permit until
final Site Development Plan/Package approval has been granted in writing by the Developer. If changes to the approved plans are required by Osceola County (or City) or any other regulatory agency for any reason, the Owner must notify the Developer in writing of such changes for a re-evaluation of the required changes. The Owner need submit only those items affected by the changes. The Developer must approve said changes before the Owner may submit the changes for final agency action, and the Owner may not submit the change for final agency action unless said changes are expressly approved by the Developer.

Upon Developer approval of agency mandated plan modification, Owner shall resubmit plans to corresponding regulatory agencies for construction permit(s) issuance.

It is the responsibility and obligation of the Owner to ensure that all development plans are consistent with existing approvals previously obtained for Osceola Corporate Center and to ensure that all necessary permits and approvals have been obtained from the appropriate Federal, State, County and Municipal governments and/or agencies.

The documents required for schematic and final submittals shall be submitted by the Owner or an authorized agent. The agent must verify in writing that he/she has obtained the Owner's authorization to apply for the Developer approval. The Owner shall submit two (2) sets of plans as referenced in Section 1(a) to the Developer for review. Upon completion of the review by the Developer, one (1) set of plans inclusive of written comments will be returned to the Owner, only if approved. The Developer is not obligated to return rejected plans.

The plans, where required by law or as herein specified, shall be prepared, signed and sealed by a registered professional architect, engineer, and/or landscape architect licensed to practice in the State of Florida, where applicable.

During the pre-design conference, the general concepts for the following items will be discussed and be reviewed: buffers, setbacks, surface water management, access points, signage, exterior lighting, walls, fences, screening, trash facilities, landscaping, berming, opacity, utilities, building materials, parking, loading and allocation of land use entitlements, trip generation, wetland impact and annual report requirements.

**Schematic Phase**

The following schematic drawings, with a statement affirming compliance with the Development Order, Comprehensive Development Plan, PUD, SFWMD and all other applicable permits, must be submitted to the Developer for review and approval:

Site plan(s) (at a scale no smaller than 1"=30") indicating building dimensions, building location, any accessory improvements, building colors and finishes, internal site circulation, parking, loading areas, refuse areas, grading, setbacks, buffers, easements, drainage, utility locations, landscaping, berming, opacity, site lighting, site furniture, signage, typical curb & gutter details and development phasing. A chart shall be shown on the site plan indicating impervious surface coverage (building and parking); gross leasable area; projected number of employees and guests (where applicable); evaluation of total...
signage requirements; total parking lot area, number of parking spaces required and handicapped spaces; and total area of landscaping.

All elevations of the exterior of the building (2) with color samples, schematic floor plans, and existing and proposed grade lines shall be shown.

Topographic and tree survey at the same size as the site plan. The survey shall indicate areas of trees and vegetation to be retained. Trees measuring six-inches in caliper at breast height or more, shall be identified and marked in the field.

A site signage plan indicating the location, size and design of signs.

A site lighting plan indicating the location, type and size of all exterior lighting fixtures.

Proposed location of garbage dumpsters.

Perspective rendering(s) or sketches of the building(s) sufficient to illustrate the general design characteristics of materials, massing, architectural treatments and roof lines. This may include photographs of existing buildings where a similar building is being proposed.

A traffic circulation plan indicating road widths and access points.

Locations and descriptions of any temporary construction buildings, material storage areas, and dirt stockpile areas.

**Final Construction Phase**

In addition to items provided in the schematic phase, the following must be included:

Complete sealed architectural, engineering, lighting, signage, landscape and irrigation plans and specifications required to construct the improvements.

A report on the proposed start of construction, completion of construction, and occupancy timetable by phases, if any; updated utility requirements and copies of final joint agreements with other owners relative to common improvements, if any.

The Developer will also review plans for conformance with the overall master drainage plan for Osceola Corporate Center. Drainage easements, in addition to other necessary property easements, will be reviewed by the Developer to determine that they are adequately shown on proposed plans.

An executed agreement providing maximum land use program and trip allocations.

Location of proposed Indigo snake placards during the construction phase.
(b) Basis of Approval. Approvals or denials of submittals will be at the total and absolute discretion of the Developer and may be made on any basis including completeness of submittal, aesthetics, and compatibility with the balance of Osceola Corporate Center.

The Developer will evaluate proposed development plans for consistency with prior approvals to include the Osceola Corporate Center Development of Regional Impact Development Order, and the Osceola Corporate Center PUD Zoning approval and corresponding permits, especially in regard to square footage, trip allocations, and approved stormwater flows.

If final construction documents for improvements are approved by the Developer, construction must commence within one year thereafter and be completed in accordance with the final plans within sixty (60) days following the date of certificate of occupancy. Upon completion of the improvements, and submittal of as-builts, the Owner will give written notice of completion to the Developer.

Within thirty (30) days after completion, the Developer will inspect the improvements. If it is found that such work is incomplete or has not been done in strict compliance with the final plans submitted or required to be submitted for its prior approval, the Developer shall notify the Owner in writing of such non-compliance, specifying in reasonable detail the particulars of non-compliance and shall require the Owner to remedy the same.

If upon the expiration of thirty (30) calendar days from the date of such notification by the Developer, the Owner shall have failed to remedy such non-compliance, the Developer shall notify the Owner and may at the Owner's expense take such action to remove the non-complying improvements or complete the installation of the incomplete improvements and bill the Owner.

The Developer reserves the right to demand from the Owner "as-buils" of completed improvements within all areas of the development wherein the Master Owners' Association will be ultimately responsible for maintenance. Following such demand, Owner shall provide said "as-buils" to Developer within a reasonable period of time.

(c) Interpretation, Waivers and Alterations. When questions of judgment or interpretation arise, the decision of the Developer in its sole discretion shall be final and binding on all parties.

All revisions, alterations, or additions to any portion of an approved plan shall be subject to review and approval (and if need be, correction) by the Developer at the time said revisions are noted.

If the Owner is required to resubmit any materials, due to disapproval by the Developer or a change in plans, etc., he/she shall do so in accordance with the procedures called for herein, and at his/her expense.

The Developer may, but is not obligated to, inspect all site work in progress and give notice of non-compliance. Absence of such inspection or notification during the
construction period does not constitute approval by the Developer of work in progress or compliance with the provisions of these guidelines.

The Developer may adopt written rules which modify, cancel, limit, create exceptions to, or expand the initial guidelines presented herein which rules shall contain the date of their adoption.

(d) Public Approvals. It is the responsibility and obligation of the Owner to ensure that all development plans are consistent with existing approvals previously obtained for Osceola Corporate Center and any regulations that might be in effect locally. In addition, the Owner must ensure that all necessary permits and approvals have been obtained from the appropriate Federal, State, County and Municipal governments and/or agencies.

Review and approval by the Developer does not release the Owner from its obligation to comply with prior approvals or with any permitting requirements of the Federal, State, County and Municipal governments and/or agencies.

No agreement affecting existing approvals can be made between the Owner and any government agencies without the knowledge and written consent of the Developer.

(e) Compliance with Laws. Owner shall comply with all applicable laws, ordinances, requirements, orders, directions, rules and regulations of the Federal, State, County and Municipal governments and agencies (including, without limitation, the Americans With Disabilities Act of 1990, the Florida Americans with Disabilities Accessibility Implementation Act, and the related implementing regulations, codes, rules and accessibility guidelines, as such acts and related regulations, codes, rules and guidelines may be amended from time to time (collectively, the “ADA”) and of all other governmental authorities having or claiming jurisdiction of or over the Properties, or any portion thereof.

(f) Use of Name. No person shall use the phrase "Osceola Corporate Center" or any derivative thereof in the name of any building or any business or enterprise or in any printed or promotional material without the Developer's prior written consent. However, Owners may use the term "Osceola Corporate Center" in printed or promotional materials solely to specify that particular parcel is located within Osceola Corporate Center, and the Master Association shall be entitled to use the word "Osceola Corporate Center" in its name.

ARTICLE VIII

CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article VIII shall be applicable to all of the Properties. Further, if a Parcel is under construction, the provisions of this Article which presume the completion of construction shall not apply until the construction on the Parcel is complete and a certificate of occupancy or certificate of completion, as applicable, has been issued by the applicable governmental authority.
Section 2. **Uses of Parcels and Units.** So long as Developer or any of Developer’s affiliate or related entities owns or is doing business on any of the Properties, including the Upperware World Headquarters, all proposed uses of any portion of the Osceola Corporate Center shall require Developer’s prior approval. The only uses permitted within the Properties shall be hotels, restaurants, retail commercial, themed commercial, office/warehouse or other uses permitted under the Osceola Corporate Center Master Plan as permitted by the PUD zoning classification as now or hereafter in effect and other restrictions applicable to the Properties, or any Parcel thereof, which uses have received the prior written approval of Developer, and which uses are incidental to, and compatible with, the uses expressly herein permitted. All Parcels and Units (and appurtenant Common Areas) shall be used for the general purposes for which they are designed and intended and at all times used, operated and maintained in accordance with applicable zoning and other requirements, conditions and restrictions applicable to same (including, without limitation, any contained in a deed or lease of the Parcel/Unit from the Developer, as same may be amended from time to time). In no event shall any portion of the Properties be used for gambling (notwithstanding the current legality or illegality of the same), or for any unlawful purposes or in a manner which is or becomes noxious, offensive, unhealthy or harmful as a result of generating fumes, dust, smoke, noise, vibration, extraordinary waste or toxic or hazardous waste.

Section 3. **Temporary Structures.** Except as may be used or permitted by the Developer during periods of construction or renovation, no structure of a temporary nature (including, without limitation, trailers, tents, shacks or mobile offices) shall be located or used within the Properties.

Section 4. **Signage and Advertising.** Only signs as initially installed or approved by the Developer, in accordance with the Specific Site Development Guidelines (copies of which are available at the offices of Developer) shall be placed on the Parcel or exteriors of Units, except that additional or replacement signs may be installed with the approval of the Architectural Control Board pursuant to the review procedure set forth in Section 9 below. Billboards (as defined by Osceola County) are prohibited on the Properties.

All signs shall be lighted, if at all, in the manner initially approved by the Developer or, after (but only after) the Developer no longer holds any interest in, or mortgage on, any portions of the Properties, by the Architectural Control Board. No loudspeakers or other sound-emitting equipment shall be used for advertising, promotional or other purposes (other than for supplying reasonably low-volume background music to common spaces within or adjacent to Units), nor shall lighting fixtures or equipment designed or used to project beyond the boundaries of a Unit be used for such purposes. All signage and advertising shall refer to the Properties by its name, "Osceola Corporate Center" and any descriptions or tradenames for a Unit greater than 5,000 square feet in gross floor area shall refer to it as "...at Osceola Corporate Center".

Section 5. **Service Areas and Mechanical Equipment.** Without limiting the generality of other applicable provisions of this Master Declaration, all service areas such as loading docks shall be kept in a neat, clean and sanitary condition and in no event shall any outdoor area be used for the storage of equipment, inventory, supplies or other material. All such service areas shall be reasonably screened from public view in the manner originally required by the Developer and shall be used only for their intended purposes. All rooftop and other mechanical
equipment (e.g., air conditioning compressors and elevator equipment) shall be enclosed or screened so as to be an integral part of the architectural design of the applicable Unit.

Section 6. **Refuse.** All trash, garbage and other refuse shall be placed only in designated areas and containers in accordance with the Specific Site Development Guidelines.

Section 7. **Lighting.** Levels of lighting in all exterior areas of Parcels shall be maintained at safe levels (although in no event shall the Master Association be deemed to be a guarantor or insurer of such safety) and bulbs shall be replaced with bulbs of the same wattage as expeditiously as possible after the failure thereof occurs. Exterior lighting fixtures of Units shall be in compliance with Section 9 of this Article VIII herein below, shall be maintained in good repair, and shall be kept functioning during non-daylight hours.

Section 8. **Oil and Mining Operation.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to this Master Declaration. This Section 8 shall be applicable to all Parcels, including undeveloped Parcels, Parcels under construction and improved Parcels.

Section 9. **Architectural Control.** No building, wall, fence or other structure or improvement of any nature (including, but not limited to, lighting fixtures, antennae, satellite dishes, landscaping, exterior paint or finish, hurricane protection, auxiliary buildings, additions to existing buildings, enclosures around "dumpsters", loading docks, awnings, canopies, domes, decorative features, swales, asphaltng, site grading or other improvements or changes of any kind) shall be erected, placed or altered on, or removed from, any Parcel or Unit until the construction plans and specifications and a plan showing the location of the structure (and landscaping, if any) and of the materials proposed to be used, all as may be required by the Architectural Control Board (which shall be a committee appointed by the Board of Directors of the Master Association, or absent such appointment, the Board will serve in such capacity) have been approved in writing by such Architectural Control Board and all necessary governmental permits are obtained. All such buildings, walls, fences or other structures and improvements must conform to the "Design Guidelines" established from time to time by the Architectural Control Board, and no plans shall be approved if they are not in conformity with same.

Each building, wall, fence or other structure or improvement of any nature, together with any applicable landscaping, shall be erected, placed or altered upon the Properties only in accordance with the plans and specifications (and plot plan if required) so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the members of the Architectural Control Board may take
any action the Architectural Control Board is empowered to take, may designate a representative to act for the Architectural Control Board and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Board, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Board shall not be entitled to any compensation for services performed pursuant to this Master Declaration. The Architectural Control Board shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required by it) or else the applicable request shall be deemed approved.

The approval of any proposed improvements or alterations by the Architectural Control Board shall not constitute a warranty or approval as to, and no member or representative of the Architectural Control Board or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Master Association, generally, from and for any losses, claims or damages connected with the aforesaid aspects of the improvements or alterations.

No approval of the Architectural Control Board shall be required for the maintenance (including repainting and restaining of Unit exteriors) required by Article VI of this Master Declaration.

Each building, fence, wall, structure, sign or other improvement of any nature and all landscaping shall be erected, placed, or altered upon the Properties only in substantial accordance with the plans and specifications therefore as approved by the Architectural Control Board, and the Architectural Control Board shall have the right, in the event of any breach of the foregoing, to cause the improper improvement to be removed. Upon commencing construction of any approved improvement, the Owner shall proceed diligently without stopping until Owner has completed the improvement.

Section 10. Commercial Trucks, Trailers, Campers and Boats; Construction Equipment. No trucks or commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be regularly parked or stored at any place on the Properties, nor in dedicated areas, except in enclosed garages, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to (i) temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services (even if same are parked on a regular basis) or (ii) any vehicles of the Developer or its affiliates. No on-street parking or parking on landscaped areas shall be permitted.

The storage (beyond the construction phase of a Unit), leasing and sale of any type of construction equipment including, without limitation, tractors, front-end loaders, backhoes,
bulldozers, graders, scrapers, earthmovers, cranes, cherry pickers, augers, pile drivers, trenchers and similar off-road equipment, shall be strictly prohibited on the Properties.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Master Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 11. Parking Areas. No Owner or tenant shall cause or permit anything to be done on or about its Parcel which interferes with the normal flow of traffic and parking of vehicle thereon or interferes with the Master Association's maintenance of applicable Common Areas. No parking shall be permitted on any street, lawn, median strip, public walkway, swale, bern or other unpaved place or at any place other than paved parking areas.

Section 12. Surface Water Management System. Notwithstanding the requirements of Section 9 hereof, every Parcel and Unit must conform to the requirements of the Surface Water Management System for the Properties as approved from time to time by SPWMD.

Section 13. Platting of Parcels. No Owner shall plat or re-plat (or cause to be platted or re-platted) any portion of the Properties, any Parcel(s), or any portion thereof, without the prior written consent and approval of the Developer. Such plat or re-plat, if permitted by Developer, shall be identified as "Osceola Corporate Center" together with appropriately identifying words or numbers to distinguish the plat or re-plat from other plats recorded by the Developer or recorded (with Developer’s consent and approval as required herein) by another Owner. Any recordation of a plat or re-plat of any portion of the Properties without the prior written consent and approval of Developer shall be void and without legal effect.

Section 14. Rezoning. No Owner shall apply for, or enter into a petition, consent to, or request for re-zoning, or a special exception or variance from applicable zoning without the prior written consent of Developer.

Section 15. Use of Name. No person shall use the phrase "Osceola Corporate Center" or any derivative thereof in the name of any building or any business or enterprise or in any printed or promotional material without the Developer’s prior written consent. However, Owners may use the term "Osceola Corporate Center" in printed or promotional materials solely to specify that particular parcel is located within Osceola Corporate Center, and the Master Association shall be entitled to use the words "Osceola Corporate Center" in its name.

Section 16. Development Guidelines. The Properties shall be developed in accordance with the General Development Guidelines and the Specific Site Development Guidelines, copies
of which are available for review by Owners at the offices of the Developer upon written notice pursuant to Section 10 of the Bylaws.

Section 17. Architectural/Aesthetic Guidelines. Any and all structures to be constructed on the Properties or any portion thereof, shall be constructed in accordance with the Architectural, Aesthetic and Functional guidelines, copies of which are available for review by Owners at the offices of the Developer upon written notice pursuant to Section 10 of the Bylaws.

Section 18. Compliance and Consistency. The Owner recognizes the Developer has obtained numerous governmental approvals and permits. It is the responsibility of the Owner to obtain copies of such approvals and permits and comply with all provisions thereto unless specifically waived by the Developer. The Owner further agrees that no applications will be made to any governmental agencies which would affect or impair any of the rights and/or obligations of the balance of the Properties. Such impairment includes, but is not limited to:

(a) modification of points of egress/ingress from/to Osceola Parkway, U.S. 441, Thacker Avenue, Bermuda Avenue, Old Dixie Highway and Centerview Boulevard;

(b) varying impacts to wetlands, or established wetland buffers, unless specifically permitted by the Developer and authorized in writing by the Developer;

(c) modifying the types and/or quantity of development other than those approved in the Osceola Corporate Center DRI Development Order;

(d) reserving sewer or water capacity in addition to existing agreements;

(e) exceeding the number of trips allocated for the subject property as stipulated by the Developer.

The Owner agrees that no applications for amendments to or new issuances of the following documents will be made without the Developer's written consent:

- Osceola Corporate Center Zoning Regulations - PUD District
- Osceola Corporate Center DRI Development Order
- Osceola County Comprehensive Plan
- Osceola County Minimum Land Subdivision Regulations
- Osceola County Code of Ordinances
- Other Ordinances of Osceola County not contained within the Code of Ordinances
- Osceola County Land Development Regulations
- South Florida Water Management Stormwater Permits
- U.S. Army Corps of Engineers Nationwide Permit
- Florida Department of Environmental Protection Permit
- Osceola Corporate Center Application for Development Approval
- Osceola Corporate Center PUD Approval
- Osceola Corporate Center Plat
- Osceola Corporate Center's Wetland Resource Permit
- Florida Fish and Wildlife Conservation Commission Permits
Comprehensive Development Plans (CDPs)

The Owner recognizes that, as a part of an approved DRI, an annual report will have to be filed by the Developer. The Owner shall promptly provide upon request of Developer such information as may be required for the Developer to meet this obligation.

Should the Owner or its agents cause directly or indirectly a violation, or a finding of non-compliance of any permits and/or approvals, then the Developer may elect to remedy said violation or non-compliance finding. All costs of said remedy will be borne by the Owner. Alternatively, the Developer, at its sole discretion, may allow the Owner to perform the necessary remedy.

Section 19. Construction Time and Site Cleanup. After commencement of construction of any improvements or alterations the Owner shall diligently prosecute the work thereon to the end that the improvements or alterations shall not remain in a partially finished condition any longer than is reasonably necessary for completion thereof. The Owner of any parcel on which improvements are being constructed shall at all times keep the parcel and public and private streets contiguous to the parcel free from any dirt, mud, garbage, scrap construction materials, trash or other debris which might be occasioned by construction of the improvements.

ARTICLE IX
ENFORCEMENT

Section 1. Compliance by Owners and Tenants. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Master Association. Inasmuch as it is contemplated that a substantial portion of the Parcels and Units within the Properties may be leased by the Owners thereof to others, but in light of the direct relationship of the Master Association with its Members (consisting of such Owners) and the nature of this Master Declaration as running with the land, the Master Association shall at all times be entitled to look solely to the Owner of a Parcel/Unit with respect to the enforcement of this Master Declaration and shall not be required (but shall always have the option) to do so as to a tenant. Each lease of any Parcel/Unit or portion thereof shall provide (or, in the absence of such provision, shall be deemed to provide) that the tenant shall at all times comply with the covenants, conditions, restrictions and requirements of this Master Declaration (except as to the payment of assessments and fines) and such provision shall be enforceable by the Master Association in its own name (but at its sole option). As used herein, "lease" shall also mean a sublease and "tenant" shall also mean a sub-tenant.

Section 2. Enforcement. Failure of an Owner or tenant to comply (or to cause compliance) with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Parcel Owner (even if only a landlord) shall be responsible for all costs of enforcement including, without limitation, attorneys' fees and costs actually incurred, including any fees and costs incurred in any appellate or bankruptcy proceeding.
Section 3. **Fines.** In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner or its tenants, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) **Notice:** The Master Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' prior notice of such meeting shall be given.

(b) **Hearing:** The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board’s meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(c) **Amounts:** The Board of Directors (if its findings are made against the Owner) may impose special assessments against the Parcel owned by the Owner as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars ($100.00).

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars ($500.00).

(iii) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars ($1,000.00).

(d) **Collection of Fines:** Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(e) **Application of Proceeds:** All monies received from fines shall be allocated as directed by the Board of Directors.

(f) **Non-exclusive Remedy:** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner.
ARTICLE X

GENERAL PROVISIONS

Section 1. **Duration.** The covenants and restrictions of this Master Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Master Association, the Architectural Control Board, the Developer (at all times) and the Owner of any land subject to this Master Declaration, and their respective legal representatives, heirs, tenants, sub-tenants, successors and assigns, for a term of ninety-nine (99) years from the date this Master Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Parcels subject hereto and 100% of the mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained. Provided, that so long as the Developer or its affiliate or related entity is the Owner of, or doing business at, Tupperware World Headquarters or any other Parcel affected by this Master Declaration, the prior, written consent of the Developer or its designee must be obtained for any revocation of this Master Declaration.

Section 2. **Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Master Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Master Association at the time of such mailing.

Section 3. **Enforcement.** Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Parcels to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. **Severability.** Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. **Amendment or Modification.** In addition to any other manner herein provided for the amendment of this Master Declaration, the covenants, restrictions, easements, charges and liens of this Master Declaration may be amended, changed, deleted or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer alone, for so long as it or its affiliates holds title to any Parcel affected by this Master Declaration, provided, however, that no such amendment shall diminish the voting rights of, or percentage of responsibility for Common Area Expenses allocable to, any Parcel without the consent of the affected Parcel Owner; or alternatively by approval at a meeting of Owners holding not less than two-thirds (2/3rd) vote of the membership in the Master Association.
Provided, that so long as the Developer or its affiliate or related entity is the Owner of, or doing business at, Tupperware World Headquarters or any other Parcel affected by this Master Declaration, the prior, written consent of the Developer or its designee must be obtained for any amendment or modification of this Master Declaration, whether made pursuant to this Section 5 or any other provision of this Master Declaration. Notwithstanding the foregoing provisions of this Section 5, any amendment or modification of this Master Declaration shall require the prior written consent of any mortgagee of DEERFIELD LAND CORPORATION, a Delaware corporation, whose mortgagee interest in the Properties is prior in title to this Master Declaration.

Section 6. **Effective Date.** This Master Declaration shall become effective upon its recordation in the Public Records of Osceola County, Florida.

Section 7. **Conflict.** This Master Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Master Association and said Articles shall take precedence over the By-Laws.

Section 8. **Standards for Consent, Approval, Completion, Other Action and Interpretation.** Whenever this Master Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Master Association or the Architectural Control Board, such consent, approval or action may be withheld in the sole, absolute and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Master Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Master Association, as appropriate. This Master Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Master Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 9. **Easements.** Should the intended creation of any easement provided for in this Master Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Master Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Unit Owners designate hereby the Developer and the Master Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners’ behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. **Administration by Developer.** Inasmuch as the Developer contemplates that it will initially improve, manage, operate, maintain and insure the Common Areas and generally administer the Properties in the manner provided in this Master Declaration, the Developer shall be vested with all of the rights and powers of the Master Association to do so
until such time as the Developer records a notice to the contrary in the Public Records of Osceola County, Florida, (at which time the Master Association shall commence the exercise and performance of its rights, powers and duties hereunder). Accordingly, until the aforesaid notice is recorded, all references herein to the Master Association (including, without limitation, as to the levying and collection of assessments, architectural review and approval, maintenance of Common Areas and enforcement of covenants, conditions and restrictions) shall be deemed to refer to the Developer. Notwithstanding any of the foregoing, however: (i) the recording of the notice described above shall not in any manner be deemed an abrogation, waiver or impairment of any rights, benefits, powers or privileges of the Developer in its own right (as opposed to the Developer acting in the place of the Master Association) and (ii) the Developer's acting in the place of the Master Association shall in no manner be deemed to create or suggest any fiduciary relationship between the Developer and any Owner (or any tenant, agent, guest or invitee of the Developer or of any Owner), Developer being free to act in the aforesaid capacity in its sole discretion (albeit as provided in this Master Declaration). Notwithstanding the foregoing, Developer, in exercising its discretion, shall at all times act in a prudent and businesslike manner.

Section 11. Good Faith and Uniform Administration of Master Declaration. Developer shall, during the time that it is in control of the Master Association, in good faith, administer and apply all provisions of this Master Declaration, as amended from time to time, in a uniform, non-discriminatory manner with respect to the Properties.

Section 12. Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREBIN NOTwithstanding AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 1 OF THIS ARTICLE X, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNs) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES, AND SHALL INURE TO THE BENEFIT OF, BE BINDING UPON, AND ENFORCEABLE BY, THE DEVELOPER, THE MASTER ASSOCIATION AND ANY OWNER. WITHOUT LIMITING THE GENERALITY OF SECTION 4 OF THIS ARTICLE X, IF ANY PROVISION OR APPLICATION OF THIS MASTER DECLARATION WOULD PREVENT THIS MASTER DECLARATION FROM RUNNING WITH THE LAND AS AfoRESAId, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIAly MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND: BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AfoRESAId) BE ACHIEVED.

Section 13. Liability. NOTWITHSTANDING ANYTHING CONTAINED HEREBIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE MASTER ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE MASTER ASSOCIATION (COLLECTIVELY, THE "MASTER ASSOCIATION DOCUMENTS"), THE MASTER ASSOCIATION, EXCEPT TO
THE EXTENT SPECIFICALLY PROVIDED TO THE CONTRARY HEREIN, SHALL NOT
BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR
INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR
USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION,
OWNERS AND THEIR GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR
SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT
LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE MASTER ASSOCIATION
DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE
ENFORCEABLE BY THE MASTER ASSOCIATION AND WHICH GOVERN OR
REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE
TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF
ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES
AND THE VALUE THEREOF;

(b) THE MASTER ASSOCIATION IS NOT EMPOWERED, AND HAS
NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR
ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES,
STATE OF FLORIDA, OSEOLA COUNTY AND/OR ANY OTHER JURISDICTION
OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) THE PROVISIONS OF THE MASTER ASSOCIATION DOCUMENTS
SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH,
SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY
AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS
CREATING A DUTY OF THE MASTER ASSOCIATION TO PROTECT OR
FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF
ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO ITS PARCEL)
AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING
ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING
SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS
ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND
ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE MASTER
ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH
THE LIABILITY OF THE MASTER ASSOCIATION HAS BEEN DISCLAIMED IN THIS
ARTICLE.

AS USED IN THIS ARTICLE, "MASTER ASSOCIATION" SHALL INCLUDE
WITHIN ITS MEANING ALL OF MASTER ASSOCIATION'S DIRECTORS, OFFICERS,
COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS
(INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND
ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE
BENEFIT OF DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.
IN WITNESS WHEREOF, the Developer, joined by the parties signing below, has caused this Master Declaration to be executed for the purposes herein expressed on the date and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: Josephine Medcalf

Print Name: Willie S. Wade

DEVELOPER:

DEERFIELD LAND CORPORATION, a Delaware corporation

By: Thomas M. Roehlk

Name: Thomas M. Roehlk
Title: Vice President
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 13th day of November, 2002 by THOMAS M. ROEHLK, as Vice President of DEERFIELD LAND CORPORATION, a Delaware corporation, on behalf of said corporation. He is personally known to me or has produced a Driver's License as identification and did did not take an oath.

Susan R. Coumes
Notary Public

Print Name: Susan R. Coumes
Notary Public, State of Florida
Commission No.: CC 827669
My Commission Expires: April 19, 2003

- 35 -
JOINDER OF MASTER ASSOCIATION

OSCEOLA CORPORATE CENTER MASTER OWNERS’ ASSOCIATION, INC.,
a Florida not-for-profit corporation, hereby agrees to accept all of the benefits and all of the
duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Master
Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, OSCEOLA CORPORATE CENTER MASTER
OWNERS’ ASSOCIATION, INC., a Florida not-for-profit corporation, has caused these
presents to be signed in its name by its proper officer and its corporate seal to be affixed this 13th
day of [Month], 2002.

Witnessed by:

[Signature]
Print Name: Josephine Medcalf

[Signature]
Print Name: Vickie S. Ware

OSCEOLA CORPORATE CENTER
MASTER OWNERS’ ASSOCIATION,
INC., a Florida not-for-profit corporation

By: [Signature]
Name: Thomas A. Roetzel
Title: Vice President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF [County]

The foregoing joinder was acknowledged before me this 13th day of [Month],
2002, by [Signature], as Vice President of OSCEOLA CORPORATE
CENTER MASTER OWNERS’ ASSOCIATION, INC., a Florida not-for-profit corporation, on
behalf of said corporation. He is personally known to me or has produced ___
as identification and did not take an oath.

Susan R. Coumes
Notary Public

Print Name: Susan R. Coumes
Notary Public, State of Florida
Commission No.: CC 827669
My Commission Expires: April 19, 2003
THE PROPERTIES

Tracts A, B/Lot 1, C and D of Osceola Corporate Center, according to the plat thereof as recorded in Plat Book 6, Pages 147 through 149, Public Records of Osceola County, Florida.

LESS: (Official Records Book 1023, Page 1440) The North 60.00 feet of said Tract C, Osceola Corporate Center.

ALSO LESS: (Official Records Book 1420, Page 2174)

A 15.0 ft. wide parcel of land lying within Tract C, Osceola Corporate Center, according to the Official Plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida being more particularly described as follows:

Commencing at a 5" x 5" Concrete monument with Osceola County Brass cap at the Northeast Corner of Section 3, T 25 S, R 29 E, Osceola County, Florida, being also the Northeast Corner of Tract C, Osceola Corporate Center, according to the Official Plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida, run S 00° 00' 03" E, along the East line of said Section 3, and run S 00° 00' 03" E, along the East line of said Section 3, and the East line of aforesaid Tract C, 60.00 ft. to the Point of Beginning; continue thence S 00° 00' 03" E, along the East line of said Section 3, and the East line of aforesaid Tract C, 599.68 ft. to a found concrete monument with no identification thereon; run thence N 89° 55' 05" W, along the Westerly projection of the South line of Lot 8, R. C. Slighs Subdivision as recorded in Plat Book 1, Page 88 of the Public Records of Osceola County, Florida, 15.00 ft.; run thence N 00° 00' 03" W, parallel with the aforesaid East line of Tract C, 599.68 ft. to a Point being 60.00 ft. South of the North line of aforesaid Section 3; run thence S 89° 55' 44" E, parallel with and 60.00 ft. South of said North line, 15.00 ft. to the Point of Beginning.

ALSO LESS: (Official Records Book 1187, Page 1038)

PARCEL 41 - 100

A parcel of land lying in Section 4 and Section 3, Township 25 South, Range 29 East, being a portion of Tract A, OSCEOLA CORPORATE CENTER, as recorded in Plat Book 6, Page 147, 148 and 149 of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Description Part 1 - Limited Access Right of Way

Commence at the Northwest corner of Section 4, Township 25 South, Range 29 East, thence S 00° 13' 11" W, along the West line of the Northwest 1/4 of Section 4, a distance of 2008.61 feet; thence N 86° 53' 06" E, 444.48 feet; thence N 84° 09' 02" E, 251.51 feet; thence N 86° 53' 06" E, 317.61 feet to the POINT OF BEGINNING; thence continue N 86° 53' 06" E, 279.61 feet; thence N 43° 39' 41" E, 58.30 feet to the West right of way line of Bermuca Avenue as recorded
in Official Records Book 1111, Page 476 in the Public Records of Osceola County, Florida; thence S 00° 26' 17" W, along said West right of way line, 264.35 feet; thence N 46° 20' 19" W, 54.79 feet; thence S 86° 53' 06" W, 163.39 feet; thence S 89° 38' 10" W, 104.92 feet; thence N 03° 06' 54" W, 178.96 feet to the POINT OF BEGINNING. Containing 1.36 acres, more or less.

ALSO:

Description Part 2 - Limited Access Right of Way

Commence at the Northwest corner of Section 4, Township 25 South, Range 29 East, Osceola County, Florida, thence S 00° 13' 11" W, along the West line of the Northwest 1/4 of said Section 4, a distance of 2088.74 feet; thence N 86° 53' 06" E, 1349.56 feet to the Point of Curvature of a curve, tangent to the last described line, concave to the south having a radius of 4584.00 feet; thence along said curve in a Northeasterly direction, through a central angle of 04° 46' 53", for an Arc Distance of 382.54 feet, to the East right of way line of Bermuda Avenue as recorded in Official Records Book 1111, Page 476 in the Public Records of Osceola County, Florida and the POINT OF BEGINNING; thence N 00° 26' 17" E, along said East right of way line 132.02 feet; thence S 43° 50' 14" E, 57.28 feet to a point on a non-tangent curve concave to the South having a radius of 4676.00 feet, the center of the circle of said curve lying S 02° 07' 56" W from said point; thence along said curve in an Easterly direction, through a Central Angle of 02° 54' 59", for an Arc Distance of 238.02 feet to the intersection of a non-tangent line, the center of the circle of the last described curve lying S 05° 02' 56" W from said intersection; thence S 80° 50' 44" E, along said non-tangent line 30.04 feet; thence S 05° 24' 58" W, 181.95 feet to the intersection of a curve concave Southwesterly having a Radius of 4490.00 feet, the last described line being radial to said curve; thence along said curve in a Northwesterly direction, through a Central Angle of 03° 12' 52" for an Arc Distance of 252.00 feet to the intersection of a non-tangent line, the center of circle of the last described curve lying S 02° 12' 06" W from said intersection; thence S 46° 11' 32" W, 55.82 feet to the aforesaid East right of way line of Bermuda Avenue; thence N 00° 26' 17" E, along said East right of way line, 132.02 feet to the POINT OF BEGINNING. Containing 1.30 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor’s remaining property and any facility constructed on the above described property.

Description Part 1 - Right of Way

Commence at the Northwest corner of Section 4, Township 25 South, Range 29 East, thence S 00° 13' 11" W, along the West line of the Northwest 1/4 of said Section 4, a distance of 2008.61 feet to the POINT OF BEGINNING; thence N 86° 53' 06" E, 444.48 feet; thence N 84° 09' 02" E 251.51 feet; thence N 86° 53' 06" E, 317.61 feet; thence S 03° 06' 54" E, 178.96 feet; thence S 89° 38' 10" W, 145.10 feet; thence S 86° 53' 06" W, 877.70 feet to the aforesaid West line of the Northwest 1/4 of Section 4; thence N 00° 13' 11" E, along said West line, 160.26 feet to the POINT OF BEGINNING. Containing 3.87 acres, more or less.
PARCEL 71 - 100A:

All that portion of Tract "B", Osceola Corporate Center, as recorded in Plat Book 6, Pages 147 through 149, of the Public Records of Osceola County, Florida, lying in Section 3, Township 25 South, Range 29 East, being more particularly described as follows:

Commence at the Northwest corner of Tract "B", Osceola Corporate Center, as recorded in Plat Book 6, Pages 147 through 149, of the Public Records of Osceola County, Florida, said corner lying on the Easterly right of way line of U.S. Highway 441, as shown on Department of Transportation right of way map, Section 9201-1144C; thence run Southerly along said Easterly right of way line the following courses and distances, S 06° 51' 15" E, for a distance of 124.71 feet to a point of curvature of a curve concave Westerly and having a radius of 11,509.20 feet; thence run Southerly along the arc of said curve through a central angle of 06° 57' 00" for an arc distance of 1,396.07 feet to a point of tangency; thence run S 00° 05' 45" W, for a distance of 2,256.39 feet; thence leaving said Easterly right of way line run S 55° 48' 29" E, for a distance of 54.66 feet to the POINT OF BEGINNING; thence run S 89° 55' 17" E, for a distance of 1,381.30 feet to a point of curvature of a curve concave Northerly and having a radius of 1,347.49 feet; thence run Easterly along the arc of said curve through a central angle of 45° 00' 00" for an arc distance of 1,058.25 feet; thence run N 45° 04' 43" E, for a distance of 484.80 feet to the point of curvature of a curve concave Southeasterly and having a radius of 1,517.40 feet; thence run Northeasterly along the arc of said curve through a central angle of 19° 19' 45" for an arc distance of 511.90 feet; thence run N 03° 50' 07" E, for a distance of 95.38 feet to a point on the Westerly right of way line of County Road 527, said point being on the arc of a non-tangent curve concave Easterly and having a radius of 1,556.40 feet; thence from a tangent bearing of S 21° 38' 02" E, run Southerly along said Westerly right of way line and along the arc of said curve through a central angle of 00° 40' 30" for an arc distance of 18.33 feet; thence run S 22° 18' 28" E, for a distance of 25.87 feet; thence run S 21° 20' 57" W, for a distance of 71.73 feet to a point on the Northerly right of way line of said Osceola Parkway, said point being on the arc of a non-tangent curve concave Southeasterly and having a radius of 1,507.40 feet; thence from a tangent bearing of S 64° 30' 12" W, run Westerly along said Northerly right of way line and along the arc of said curve through a central angle of 19° 01' 04" for an arc distance of 500.34 feet to a point of tangency; thence run S 45° 04' 43" W, for a distance of 168.00 feet; thence run N 44° 55' 17" W, for a distance of 5.00 feet; thence run S 45° 04' 43" W, for a distance of 316.80 feet to a point of curvature of a curve concave Northerly and having a radius of 1,352.40 feet; thence run Westerly along said arc through a central angle of 41° 29' 25" for an arc distance of 979.33 feet; thence run S 03° 25' 52" E, for a distance of 15.00 feet to a point on the arc of a non-tangent curve concave Northerly and having a radius of 1,367.40 feet; thence from a tangent bearing of S 86° 34' 08" W, run Westerly along the arc of said curve through a central angle of 03° 30' 35" for an arc distance of 83.76 feet to a point of tangency; thence run N 89° 55' 17" W, for a distance of 1,351.78 feet; thence run N 55° 48' 29" W, for a distance of 35.66 feet to the POINT OF BEGINNING.
Also:

Description Part 2 - Right of Way

Commence at the Northwest corner of Section 4, Township 25 South, Range 29 East, Osceola County, Florida, thence S 00° 13' 11" W, along the West line of the Northwest 1/4 of said Section 4, a distance of 2088.74 feet; thence N 86° 53' 06" E, 1349.56 feet; to the point of Curvature of a curve, tangent to the last described line, concave to the South having a Radius of 4584.00 feet; thence along said curve in a Northeasterly direction, through a central angle of 04° 46' 53", for an Arc Distance of 382.54 feet; to the East right of way line of Bermuda Avenue as recorded in Official Records Book 1111, Page 476 in the Public Records of Osceola County, Florida; thence N 00° 26' 17" E, along said East right of way line 132.02 feet; thence S 43° 50' 14" E, 57.28 feet to a point on a non-tangent curve concave to the South and having a radius of 4676.00 feet, the center of the circle of said curve lying S 02° 07' 56" W from said point; thence along said curve in an Easterly direction, through a central angle of 02° 54' 59", for an Arc Distance of 238.02 feet to the intersection of a non-tangent line, the center of the circle of the last described curve lying S 05° 02' 56" W from said intersection; thence S 80° 50' 44" E, along said non-tangent line 30.04 feet to the POINT OF BEGINNING; thence continue S 80° 50' 44" E, 304.74 feet to the Point of Curvature of a curve, tangent to the last described line, concave to the Southwest having a radius of 4664.00 feet; thence along said curve in a Southeasterly direction, through a Central Angle of 27° 39' 22" for an Arc Distance of 2251.27 feet to the point of Tangency of said curve; thence S 53° 11' 22" E, 981.36 feet to the Point of Curvature of a curve, tangent to the last described line, concave Northeastering having a Radius of 1920.00 feet; thence along said curve in a Southeastering direction, through a Central Angle of 36° 42' 04", for an Arc Distance of 1229.87 feet, to the Point of Tangency of said Curve; thence S 89° 53' 26" E, 181.73 feet; thence N 45° 06' 04" E, 70.70 feet to a point 100.00 feet West of the centerline of U.S. Highway 441; thence N 00° 05' 33" E, parallel to and 100.00 West of said centerline, 385.00 feet; thence N 13° 29' 06" E, 215.87 feet to the West right of way line of said U.S. Highway 441, said West right of way line being 50.00 feet West of said centerline; thence S 00° 05' 33" W, along said West right of way line, 1108.56 feet to the Westerly right of way line of Last Avenue; thence S 12° 27' 48" W, along said Westerly right of way line of Last Avenue, 59.71 feet to the North line of that certain parcel of land as described in Official Records Book 224, Page 737, of the Public Records of Osceola County, Florida; thence N 89° 49' 07" W, along said North line, 37.21 feet to a point 100.00 feet West of the aforesaid centerline of U. S. Highway 441; thence N 00° 05' 33" E, parallel to and 100.00 feet West of said centerline, 311.84 feet; thence N 44° 53' 56" W, 70.72 feet; thence N 89° 53' 26" W, 181.77 feet to the Point of Curvature of a curve, tangent to the last described line, concave Northeastering having a Radius of 2080.00 feet; thence along said curve in a Northwesterly direction, through a Central Angle of 36° 42' 04", for an Arc Distance of 1332.35 feet to the Point of Tangency of said curve; thence N 53° 11' 22" W, 981.36 feet to the Point of Curvature of a curve, tangent to the last described line, concave Southwesterly, having a Radius of 4504.00 feet; thence along said curve, in a Northwesterly direction, through a Central Angle of 22° 50' 33", for an Arc distance of 1795.64 feet, to the intersection of a non-tangent line, the center of the circle of said curve lying S 13° 58' 05" W from said intersection; thence N 80° 12' 55" W, along said non-tangent line, 328.56 feet to the Point of Curvature of a curve, tangent to the last described line, concave to the South, having a Radius of 4492.00 feet; thence along said curve in a Westerly direction, through a Central Angle
of 04° 22' 07", for an Arc Distance of 342.50 feet; thence N 05° 24' 58" E, radial to the last described curve, 181.95 feet to the POINT OF BEGINNING.

PARCEL 71-100B:

All that portion of Tract "C", Osceola Corporate Center, according to the plat thereof as recorded in Plat Book 6, Pages 147 through 149 of the Public Records of Osceola County, Florida, and lying in Section 3, Township 25 South, Range 29 East, being more particularly described as follows:

Begin at the Southeast corner of the Northeast 1/4 of Section 3, Township 25 South, Range 29 East; thence run N 89° 37' 45" W, 70.34 feet; thence run N 00° 22' 15" E, 10.00 feet; thence run N 89° 37' 45" W, 81.08 feet to a Point of Curvature of a curve concave Southerly and having a radius of 1,507.40 feet; thence run Westerly along the arc of said curve through a central angle of 19° 03' 07" for an arc distance of 501.24 feet; thence run N 65° 58' 40" W, 14.69 feet to a point on the arc of a non-tangent curve concave Southerly and having a radius of 1,517.40 feet; thence from a tangent bearing of N 70° 54' 41" E, run Easterly along the arc of said curve through a central angle of 19° 27' 34" for an arc distance of 515.36 feet to a point of Tangency; thence run S 89° 37' 45" E, 273.30 feet; thence run S 12° 21' 27" W, 5.10 feet; thence run N 89° 37' 45" W, 120.91 feet; thence run S 00° 02' 40" W, 15.00 feet to the POINT OF BEGINNING.

ALSO LESS: (Official Records Book 1197, Page 952)

A strip of land 55.00 feet in width for Public Road, Utility and Drainage purposes. Described as follows:

Begin at the Southwest corner of Section 4, Township 25 South, Range 29 East; thence S 89° 59' 12" E, (Bearing based per plat of "Osceola Corporate Center" as recorded in Plat Book 6, Page 148 of the Public Records of Osceola County, Florida) along the South line of said Section 4, a distance of 55.00 feet; thence departing said South line on a bearing of N 00° 02' 15" W, parallel with the West line of said Section 4, a distance of 1319.83 feet to the North line of the SW 1/4 of the SW 1/4 of said Section 4; thence N 89° 53' 35" W along said North line a distance of 55.00 feet to the Northwest corner of the SW 1/4 of the SW 1/4 of said Section 4; thence S 00° 02' 15" E along the West line of said SW 1/4 of the SW 1/4 a distance of 1319.92 feet to the POINT OF BEGINNING.

ALSO:

The West half of the SW 1/4 of the SW 1/4 of Section 4, Township 25 South, Range 29 East, less the West 55.00 feet. More particularly described as follows:

Commence at the Southwest corner of Section 4, Township 25 South, Range 29 East; thence S 89° 59' 12" E (Bearing based per plat of "Osceola Corporate Center" as recorded in Plat Book 6, Page 148 of the Public Records of Osceola County, Florida) along the South line of said Section 4, a distance of 55.00 feet to the POINT OF BEGINNING; thence continue S 89° 59' 12" E along said South line a distance of 603.04 feet to the Southeast corner of the West half of the SW
1/4 of the SW 1/4 of said Section 4; thence departing said South line on a bearing of N 00º 10' 45" W along the East line of said half of the SW 1/4 of the SW 1/4 a distance of 1318.86 feet to the Northeast corner of the West half of the SW 1/4 of the SW 1/4; thence N 89º 53' 35" W along the North line of the SW 1/4 of the SW 1/4 a distance of 599.79 feet to a point that is 55.00 feet East of the NW corner of the SW 1/4 of the SW 1/4; thence S 00º 02' 15" E parallel with the West line of said SW 1/4 of the SW 1/4 a distance of 1319.83 feet to the POINT OF BEGINNING.

ALSO:

Begin at the Southwest corner of the Northwest one-quarter of the Southwest one-quarter of Section 4, Township 25 South, Range 29 East, thence S 89º 53' 35" E along said South line of said Northwest one-quarter of the Southwest one-quarter a distance of 55.00 feet; thence departing said South line on a bearing of N 00º 02' 15" W parallel to the West line of said Northwest one-quarter of the Southwest one-quarter a distance of 10.15 feet; thence S 89º 53' 35" E a distance of 395.69 feet; thence S 41º 42' 25" E a distance of 13.62 feet to the South line of said Northwest one-quarter of the Southwest one-quarter; thence S 89º 53' 35" E along said South line a distance of 103.01 feet; thence departing said South line on a bearing of N 47º 33' 18" E a distance of 15.01 feet; thence S 89º 53' 35" E a distance of 399.53 feet; thence S 35º 14' 17" E a distance 12.44 feet to the South line of said Northwest one-quarter of the Southwest one-quarter; thence S 89º 53' 35" E, along said South line a distance of 56.62 feet; thence departing said South line on a bearing of N 35º 25' 30" E a distance of 12.44 feet; thence S 89º 53' 35" E a distance of 115.86 feet; thence S 30º 22' 55" E a distance of 11.78 feet to the South line of said Northwest one-quarter of the Southwest one-quarter; thence S 89º 53' 35" E, along said South line, a distance of 46.14 feet; thence departing said South line on a bearing of N 24º 08' 06" E a distance of 11.11 feet; thence S 89º 53' 35" E a distance of 23.00 feet; thence S 78º 25' 05" E a distance of 51.02 feet to the South line of said Northwest one-quarter of the Southwest one-quarter; thence S 89º 53' 35" E along said South line a distance of 19.76 feet to the Southeast corner of the Northwest one-quarter of the Southwest one-quarter of said Section 4; thence S 89º 49' 52" E along the South line of the Northeast one-quarter of the Southwest one-quarter of said Section 4, a distance of 125.36 feet to a point on the Westerly right of way line of Bermuda Avenue, said point being on a curve concave Northeasterly having a radius of 1900.00 feet; thence departing said South line Northwesterly along said curve and Westerly right of way line a distance of 110.89 feet through a central angle of 03º 20' 38" (Chord bearing N 05º 46' 41" W; chord distance of 110.87 feet); thence departing said Westerly right of way line a bearing of N 89º 53' 35" W a distance of 1315.25 feet; thence N 44º 53' 35" W a distance of 25.00 feet; thence N 89º 57' 45" W a distance of 55.00 feet to the West line of the Northwest one-quarter of the Southwest one-quarter of said Section 4; thence S 00º 02' 15" E along said West line, a distance of 127.69 feet to the POINT OF BEGINNING. Land situated in Osceola County, Florida.

ALSO LESS: (Official Records Book 2019, Page 1679)

PARCEL 106A

A strip of land consisting of right of way. Described as follows:
Commence at the Southwest corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, thence along the Southerly line of said Section 3 run South 89°54'05" East 419.832 meters (1377.40 feet) to the center line of survey for State Road 500/600 as shown on Florida Department of Transportation Right of Way Map, Section 92010-2532; thence along said center line North 00°06'15" East 558.890 meters (1833.62 feet); thence North 89°53'45" West 30.466 meters (99.95 feet) to the existing Westerly right of way line for State Road 500/600 for the POINT OF BEGINNING; thence continue North 89°53'45" West 2.080 meters (6.82 feet); thence South 00°06'15" West 100.988 meters (331.32 feet) to the existing Northerly right of way line of Osceola Parkway; thence North 45°02'56" East along said Northerly right of way line a distance of 2.919 meters (9.58 feet) to aforesaid Westerly right of way line for State Road 500/600; thence along said Westerly right of way line North 00°06'52" East 98.922 meters (324.55 feet) to the Point of Beginning.

PARCEL 106B

A strip of land consisting of right of way. Described as follows:

Commence at the Southwest corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, thence along the Southerly line of said Section 3 run South 89°54'05" East 419.832 meters (1377.40 feet) to the center line of survey for State Road 500/600 as shown on Florida Department of Transportation Right of Way Map, Section 92010-2532; thence along said center line North 00°06'15" East 558.890 meters (1833.62 feet); thence North 89°53'45" West 30.466 meters (99.95 feet) to the existing Westerly right of way line for State Road 500/600; thence along said Westerly right of way line North 00°06'52" East 18.426 meters (60.45 feet); thence continue along said Westerly right of way line North 13°34'48" East 5.434 meters (17.83 feet) for the POINT OF BEGINNING; thence continue along said Westerly right of way line the following 4 courses, North 13°34'48" East 59.887 meters (196.48 feet); thence North 00°06'15" East 502.273 meters (1647.87 feet) to the beginning of a curve concave Westerly, having a radius of 3477.528 meters (11409.19 feet) and a chord bearing of North 03°22'30" West; thence Northerly along the arc of said curve through a central angle of 06°57'30", a distance of 422.331 meters (1385.60 feet) to the end of said curve; thence North 06°51'15" West 41.466 meters (136.04 feet) to the North Line of said Section 3; thence North 89°50'41" West along said North line of Section 3, a distance of 10.862 meters (35.64 feet); thence departing said North line run South 06°51'15" East 42.791 meters (140.39 feet) to the beginning of a curve concave Westerly, having a radius of 3466.747 meters (11373.82 feet) and a chord bearing of South 03°22'30" East; thence Southerly along the arc of said curve through a central angle of 06°57'30", a distance of 421.022 meters (1381.30 feet) to the end of said curve; thence South 00°06'15" West 431.277 meters (1414.95 feet); thence North 89°53'45" West 3.175 meters (10.42 feet); thence South 00°06'15" West 129.234 meters (424.00 feet) to the Point of Beginning.

PARCEL 106C

A strip of land consisting of right of way. Described as follows:

Commence at the Southwest corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, thence along the Southerly line of said Section 3 run South 89°54'05" East
419.832 meters (1377.40 feet) to the center line of survey for State Road 500/600 as shown on
Florida Department of Transportation Right of Way Map, Section 92010-2532; thence along said
center line North 00°06'15" East 446.260 meters (1464.10 feet) to a point on the Westerly
projection of the existing Northerly right of way line of Osceola Parkway; thence along said
Westerly projection run South 89°55'50" East 29.015 meters (95.19 feet) to a point on the
existing Northerly right of way line of said Osceola Parkway and the POINT OF BEGINNING;
thence along said existing Northerly right of way line continue South 89°55'50" East 0.156
meter (0.51 foot); thence North 00°06'15" East 257.945 meters (846.27 feet) to the South line of
Lot 1, Osceola Corporate Center, per Plat Book 6, Pages 147-149, public records of Osceola
County, Florida; thence South 89°28'33" West along said South line 13.932 meters (45.71 feet)
to the existing Easterly right of way line for said State Road 500/600; thence South 00°06'15"
West along said Easterly right of way line 248.444 meters (815.10 feet) to a point on the existing
Northerly right of way line of said Osceola Parkway; thence continue along said existing
Northerly right of way line South 55°44'04" East 16.647 meters (54.62 feet) to the Point of
Beginning.

PARCEL 106D

A strip of land consisting of right of way. Described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 3, Township 25 South, Range
29 East, Osceola County, Florida, thence along the Northerly line of the Northwest 1/4 of said
Section 3 run North 89°50'41" West 391.262 meters (1283.67 feet) to the existing Easterly right
of way line of State Road 500/600 as shown on Florida Department of Transportation Right of
Way Map, Section 92010-2532 for the POINT OF BEGINNING; thence along said right of way
line South 06°51'15" East 6.099 meters (20.01 feet) to the South line of Tract "B", Osceola
Corporate Center, as recorded in Plat Book 6, page 147-149, public records of Osceola County,
Florida; thence along said South line South 89°50'41" East 10.424 meters (34.20 feet); thence
North 06°51'15" West 6.099 meters (20.01 feet) to said Northerly line of said Northwest 1/4;
thence along said Northerly line North 89°50'41" West 10.424 meters (34.20 feet) to the Point of
Beginning.

PARCEL 106E

A strip of land consisting of right of way. Described as follows:

Commence at the Southwest corner of Section 3, Township 25 South, Range 29 East, Osceola
County, Florida, thence along the Southerly line of said Section 3 run South 89°54'05" East
419.832 meters (1377.40 feet) to the center line of survey for State Road 500/600 as shown on
Florida Department of Transportation Right of Way Map, Section 92010-2532; thence along
said center line North 00°06'15" East 160.002 meters (524.94 feet) to a point on the Easterly
projection of the existing Northerly right of way line of Congden Street, a 50 foot right of way
according to the plat of Trail Subdivision, as recorded in Plat Book 1, Page 399, Public Records
of Osceola County, Florida; thence departing said centerline, run North 89°54'05" West along
said Easterly projection and said existing Northerly right of way line 173.008 meters (567.61
feet) to the West line of those lands described in Official Records Book 224, Page 737, Public
Records of Osceola County for the POINT OF BEGINNING; thence continue along said
Northerly existing right of way line of Congden Street North 89°54'05" West 45.102 meters (147.97 feet); thence North 00°18’02" East 103.544 meters (339.71 feet); thence South 89°41’58" East 43.115 meters (134.89 feet) to a point on said West line of said lands described in Official Records Book 224, Page 737, Public Records of Osceola County, thence South 00°18’30" West along said West line, a distance of 103.384 meters (339.18 feet) to the Point of Beginning.

ALSO LESS: (Official Records Book 2020, Page 1305)

PARCEL 107

A strip of land consisting of right of way. Described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, thence along the Northerly line of the Northwest 1/4 of said Section 3 run North 89°50’41" West 391.262 meters (1283.67 feet) to the existing Easterly right of way line of State Road 500/600 as shown on Florida Department of Transportation Right of Way Map, Section 92010-2532; thence along said right of way line South 06°51’15” East 6.099 meters (20.01 feet) to the South line of Tract “B”, Osceola Corporate Center, as recorded in Plat Book 6, page 147-149, public records of Osceola County, Florida, for the POINT OF BEGINNING; thence continue along said right of way line South 06°51’15” East 31.619 meters (103.74 feet) to the beginning of a curve concave Westerly, having a radius of 3508.008 meters (11509.19 feet) and a chord bearing of South 03°22’30" East; thence Southerly along the arc of said curve through a central angle of 06°57’30"", a distance of 426.033 meters (1397.74 feet) to the end of said curve; thence South 00°06’15” West 439.042 meters (1440.42 feet) to the South line of Lot 1, said Osceola Corporate Center; thence departing said existing Easterly right of way line run North 89°28’33” East along the south line of said Lot 1 a distance of 13.932 meters (45.71 feet); thence North 00°06’15” East 226.839 meters (744.22 feet); thence North 89°53’45” West 4.247 meters (13.93 feet); thence North 00°06’15” East 212.050 meters (695.70 feet) to the beginning of a curve concave Westerly, having a radius of 3517.692 meters (11540.96 feet) and a chord bearing of North 01°08’03” West; thence Northerly along the arc of said curve through a central angle of 02°28’35”, a distance of 152.046 meters (498.84 feet) to the end of said curve; thence North 87°37’40” East 4.753 meters (15.59 feet) to the beginning of a curve concave Westerly, having a radius of 3522.445 meters (11556.55 feet) and a chord bearing of North 03°40’31” West; thence Northerly along the arc of said curve through a central angle of 02°36’21”, a distance of 160.194 meters (525.57 feet) to the end of said curve; thence South 85°01’19” West 4.091 meters (13.42 feet) to the beginning of a curve concave Westerly, having a radius of 3518.354 meters (11543.13 feet) and a chord bearing of North 05°54’58” West; thence Northerly along the arc of said curve through a central angle of 01°52’34”, a distance of 115.207 meters (377.97 feet) to the end of said curve; thence North 06°51’15” West 30.347 meters (99.56 feet) to said South line of Tract “B”; thence along said South line North 89°50’41” West 10.424 meters (34.20 feet) to the Point of Beginning.
PARCEL 115

Commence at the Northwest corner of Section 4, Township 25 South, range 29 East, Osceola County, Florida, thence S 89° 45' 33" E, 1481.29 feet along the North line of the Northwest 1/4 of said Section 4 to the POINT OF BEGINNING; thence South 00° 26' 17" W, 1923.64 feet to a point on a curve concave southerly having a radius of 4664.00 feet; thence along said curve in a Westerly direction through a central angle of 01° 36' 54" for an arc distance of 131.47 feet (chord bearing of S 87° 41' 33" W, Chord distance of 131.46 feet) to the Point of Tangency; thence South 86° 53' 06" W, 12.71 feet; thence S 00° 26' 17" W, 160.30 feet; thence North 86° 53' 06" E, 22.65 feet to the Point of Curvature of a curve concave Southerly having a radius of 4504.00 feet; thence along said curve through a central angle of 01° 32' 46" for an arc distance of 121.54 feet (Chord Bearing of N 87° 39' 29" E, Chord Distance of 121.54 feet); thence South 00° 26' 17" W, 1610.23 feet to the Point of Curvature of a curve concave Easterly having a radius of 1856.00 feet; thence along said curve through a central angle of 08° 01' 26" for an arc distance of 259.92 feet (Chord Bearing of S 03° 34' 26" E, chord distance of 259.71 feet) to the South line of the North half of the Southwest 1/4 of aforesaid Section 4; thence S 89° 51' 02" E, 113.10 feet along said South line to a point on a curve concave Easterly having a radius of 1744.00 feet; thence along said curve in a Northerly direction through a central angle of 08° 31' 27" for an arc distance of 259.46 feet (Chord Bearing of N 03° 49' 26" W, Chord Distance of 259.22 feet) to the Point of Tangency; thence N 00° 26' 17" E, 1612.76 feet to a point on a curve concave Southerly having a radius of 4504.00 feet; thence along said curve through a central angle of 01° 49' 55" for an arc distance of 144.01 feet (Chord Bearing of S 89° 13' 40" E, Chord Distance of 144.00 feet); thence N 00° 26' 17" E, 160.04 feet to a point on a curve concave Southerly having a radius of 4664.00 feet; thence along said curve through a central angle of 01° 46' 09" for an arc distance of 144.01 feet (Chord Bearing of N 89° 14' 21" W, Chord Distance of 144.00 feet); thence N 00° 26' 17" E, 1921.59 feet to the aforesaid North line of Section 4; thence N 89° 45' 33" W, 112.00 feet to the POINT OF BEGINNING.

PARCEL 115-A

Commence at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 25 South, Range 29 East, Osceola County, Florida; thence N 89° 51' 02" W, 982.10 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 4 to the POINT OF BEGINNING, said point being on a curve concave Easterly having a radius of 17.00 feet; thence along said curve in a Northerly direction through a central angle of 04° 09' 14" for an arc distance of 123.25 feet (Chord Bearing of N 06° 13' 26" W, Chord Distance of 123.22 feet); thence S 85° 51' 11" W, 44.00 feet to a point on a curve concave Easterly having a radius of 1744.00 feet; thence along said curve in a Southerly direction through a central angle of 03° 56' 22" for an arc distance of 119.91 feet (Chord Bearing of S 06° 06' 59" E, Chord Distance of 119.88 feet) to the aforesaid North line of the Southeast 1/4 of the Southwest 1/4 of Section 4; thence S 89° 51' 02" E, along said North line, 44.47 feet to the POINT OF BEGINNING.
PARCEL 115-B

Commence at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 25 South, Range 29 East, Osceola County, Florida, thence N 89° 51' 02" W, 982.10 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 4, to a point on a curve concave Easterly having a radius of 1700.00 feet; thence along said curve in a Northerly direction through a central angle of 04° 09' 14" for an arc distance of 123.25 feet (Chord Bearing of N 06° 13' 26" W, Chord Distance of 123.22 feet) to the POINT OF BEGINNING; thence continue along said curve in a Northerly direction through a central angle of 04° 35' 05" for an arc distance of 136.03 feet (Chord Bearing of N 01° 51' 16" W, Chord Distance of 136.00 feet) to the point of Tangency of said curve; thence N 00° 26' 17" E, 70.97 feet; thence N 07° 33' 47" E, 806.23 feet; thence North 00° 26' 17" E, 740.95 feet to a point on a curve concave Southerly having a radius of 4504.00 feet; thence along said curve in a Westerly direction through a central angle of 01° 49' 55" for an arc distance of 144.01 (Chord Bearing of N 89° 13' 40" W, Chord Distance of 144.00 feet); thence S 00° 26' 17" W, 1612.76 feet to the Point of Curvature of a curve concave Easterly having a radius of 1744.00 feet; thence along said curve in a Southerly direction through a central angle of 04° 35' 05" for an arc distance of 139.55 feet (Chord Bearing of S 01° 51' 16" E, Chord Distance of 139.52 feet); thence N 85° 51' 1." E, 44.00 feet to the POINT OF BEGINNING.

Together with all right of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

PARCEL 115-C

Commence at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 25 South, Range 29 East, Osceola County, Florida, thence N 89° 51' 02" W, 1139.67 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 4, to the POINT OF BEGINNING; said point being on a curve concave Easterly having a radius of 1856.00 feet; thence along said curve in a Northerly direction through a central angle of 03° 26' 21" for an arc distance of 111.42 feet (Chord Bearing of N 05° 51' 59" W, Chord Distance of 111.39 feet); thence S 85° 51' 11" W, 44.00 feet to a point on a curve concave Easterly having a radius of 1900.00 feet; thence along said curve in a Southerly direction through a central angle of 03° 15' 32" for an arc distance of 108.07 (Chord Bearing of S 05° 46' 35" E, Chord Distance of 108.06 feet) to the aforesaid North line of the Southeast 1/4 of the Southwest 1/4 of Section 4; thence S 89° 51' 02" E, 44.39 feet to the POINT OF BEGINNING.

PARCEL 115-D

Commence at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 25 South, Range 29 East, Osceola County, Florida, thence N 89° 51' 02" W, 1139.67 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 4, to a point on a curve concave Easterly having a radius of 1856.00 feet; thence along said curve in a Northerly direction through a central angle of 03° 26' 21" for an arc distance of 111.42 feet (Chord Bearing of N 05° 51' 59" W, Chord Distance of 111.39 feet) to the POINT OF BEGINNING; thence continue along said curve in a Northerly direction through a central angle of 04° 35' 05" for an
arc distance of 148.52 feet (Chord Bearing of N 01° 51' 16" W, Chord Distance of 148.48 feet) to the point of Tangency of said curve; thence N 00° 26' 17" E, 1610.23 feet to a point on a curve concave Southerly having a radius of 4504.00 feet; thence along said curve in a Westerly direction through a central angle of 01° 32' 46" for an arc distance of 121.54 (chord Bearing of S 87° 39' 29" W, Chord Distance of 121.54 feet) to the point of Tangency of said curve; thence S 86° 53' 06" W, 22.65 feet; thence S 00° 26' 17" W, 731.96 feet; thence S 06° 41' 13" E, 806.23 feet; thence S 00° 26' 17" W, 70.97 feet to the point of Tangency of a curve concave Easterly having a radius of 1900.00 feet; thence along said curve in a Southerly direction through a central angle of 04° 35' 05" for an arc distance of 152.04 feet (Chord Bearing of S 01° 51' 16" E, Chord Distance of 152.00 feet); thence N 85° 51' 11" E, 44.00 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

PARCEL 115-E

Commence at the Northwest corner of Section 4, Township 25 South, Range 29 East, Osceola County, Florida, thence S 89° 45' 33" E, 1593.29 feet along the North line of the Northwest 1/4 of said Section 4; thence S 00° 26' 17" W, 388.39 feet to the POINT OF BEGINNING; thence continue S 00° 26' 17" W, 1533.20 feet to a point on a curve concave Southerly having a radius of 4664.00 feet; thence along said curve in an Easterly direction through a central angle of 01° 46' 09" for an arc distance of 144.01 feet (Chord Bearing of S 89° 14' 21" E, Chord Distance of 144.00 feet); thence N 00° 26' 17" W, 699.01 feet; thence N 05° 50' 21" W, 804.83 feet; thence N 00° 26' 17" E, 35.00 feet; thence N 89° 33' 43" W, 56.00 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

PARCEL 115-F

Commence at the Northwest corner of Section 4, Township 25 South, Range 29 East, Osceola County, Florida, thence S 89° 45' 33" E, 1481.29 feet along the North line of the Northwest 1/4 of said Section 4; thence S 00° 26' 17" W, 388.00 feet to the POINT OF BEGINNING; thence continue S 00° 26' 17" W, 1535.64 feet to a point on a curve concave Southerly having a radius of 4664.00 feet; thence along said curve in a Westerly direction through a central angle of 01° 36' 54" for an arc distance of 131.47 feet (Chord Bearing of S 87° 41' 33" W, Chord Distance of 131.46 feet) to the point of Tangency of said curve; thence S 86° 53' 06" W, 12.71 feet; thence N 00° 26' 17" E, 707.73 feet; thence S 89° 33' 43" E, 56.00 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

PARCEL 115-G

Commence at the Northwest corner of Section 4, Township 25 South, range 29 East, Osceola
County, Florida, thence S 89° 45' 33" E, 1593.29 feet along the North line of the Northwest 1/4 of said Section 4 to the POINT OF BEGINNING; thence S 00° 26' 17" W, 388.39 feet; thence continue S 89° 33' 43" E, 56.00 feet; thence N 00° 26' 17" E, 388.58 feet to the aforesaid North line of the Northwest 1/4 of Section 4; thence N 89° 45' 33" W, 56.00 feet along said North line to the POINT OF BEGINNING.

PARCEL 115-H

Commence at the Northwest corner of Section 4, Township 25 South, Range 29 East, Osceola County, Florida, thence S 89° 45' 33" E, 1425.29 feet along the North line of the Northwest 1/4 of said Section 4 to the POINT OF BEGINNING; thence S 00° 26' 17" W, 387.81 feet; thence continue S 89° 33' 43" E, 56.00 feet; thence N 00° 26' 17" E, 388.00 feet to the aforesaid North line of the Northwest 1/4 of Section 4; thence N 89° 45' 33" W, 56.00 feet along said North line to the POINT OF BEGINNING.

PARCEL 115-I

Begin at the Southwest corner of the Southeast 1/4 of Section 4, Township 25 South, Range 29 East, Osceola County, Florida; thence N 00° 33' 35" W, 453.33 feet along the West line of said Southeast 1/4 of Section 4; thence S 86° 28' 28" E, 53.82 feet; thence S 86° 04' 50" E, 70.98 feet; thence S 66° 07' 19" E, 118.29 feet; thence S 44° 04' 29" E, 87.19 feet; thence S 47° 55' 19" E, 71.58 feet; thence S 49° 51' 39" E, 73.46 feet; thence S 75° 00' 01" E, 56.80 feet; thence S 59° 56' 51" E, 102.65 feet; thence S 61° 44' 50" E, 88.42 feet; thence S 39° 34' 04" E, 173.70 feet to the South line of aforesaid Southeast 1/4 of Section 4; thence 89° 47' 55" W, 730.46 feet along said South line to the POINT OF BEGINNING.
EXHIBIT “B”

SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMITS
FOR OSCEOLA CORPORATE CENTER


8. Staff Report for Permit Modification, dated June 26, 1996.


