SECOND SUPPLEMENTAL DECLARATION TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR OSCEOLA CORPORATE CENTER
(D&J Land Holdings, LLC Property)

THIS SECOND SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OSCEOLA CORPORATE CENTER (this "Second Supplement") is made this ___ day of ___, 2002 by DEERFIELD LAND CORPORATION, a Delaware Corporation ("Developer"), whose address is 14901 South Orange Blossom Trail, Orlando, Florida 32837.

RECATALS:

WHEREAS, Developer has heretofore executed that certain Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center, recorded in Official Records Book 2030, Page 219; as amended by that certain First Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 2033, Page 1829; and as further amended by that certain First Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 2073, Page 2038, all of the Public Records of Osceola County, Florida (collectively "Master Declaration") which Master Declaration encumbers certain real property more particularly set forth therein ("Properties");

WHEREAS, Developer has declared that the Properties, as supplemented from time to time, shall be held, sold, conveyed and encumbered by the Master Declaration;

WHEREAS, pursuant to, and in accordance with Article I, Section 2 of the Master Declaration, Developer may record a supplement to the Master Declaration to alter or amend the application of any portion of the Master Declaration as to any specified portion(s) of the Properties (as defined in the Master Declaration) in order to reflect any unique characteristics;

WHEREAS, DMI Partners, Inc., a Florida corporation, ("DMI") has entered into a contract with Developer, as amended and subsequently assigned by DMI to D&J Land Holdings, LLC, a Florida limited liability company ("Contract") to acquire that certain real property located in Osceola County, Florida, being a portion of the Properties, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("D&J Property");
WHEREAS, D&J has entered into a land lease ("Lease") with BJ's Wholesale Club, Inc. ("BJ's") for an initial term of twenty (20) years and four (4) successive five (5) year extension options ("Term") for a portion of the D&J Property ("BJ's Site") on which BJ's shall construct and operate a 115,396 square foot BJ's Wholesale Club retail store, and

WHEREAS, in accordance with the Contract, Developer desires to: (i) impose certain additional covenants, conditions and restrictions on the D&J Property; and (ii) modify certain covenants, conditions and restrictions affecting the D&J Property.

NOW, THEREFORE, pursuant to Article I, Section 2 of the Master Declaration, Developer hereby declares that the D&J Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Master Declaration and this Second Supplement, as the terms of this Second Supplement are more specifically set forth below:

1. Recitals. The recitals stated above are true and correct and are incorporated herein by this reference.

2. Capitalized Terms. Capitalized terms used in this Second Supplement not otherwise defined herein shall have the same meanings as set forth in the Master Declaration.

3. Covenants affecting the D&J Property. In addition to the covenants, conditions and restrictions contained in the Master Declaration, the D&J Property shall hereby be subject to the following additional covenants, conditions and restrictions set forth below:

   (a) Review of D&J's Plans for the D&J Property. The following provision is hereby added to Article VII, Section 1 (a) of the Master Declaration:

   "Any modifications, additions or changes in the nature of the retail use, or the drawings, specifications or the buildings themselves or any other change that would affect the exterior appearance of the building and surrounding grounds with respect to the D&J Property, including, without limitation signs, must have the prior written approval of the Developer, and its successor, which prior written approval shall not be unreasonably withheld or delayed."

   (b) Limitation on Modification of Centerview Boulevard. The location of the portion of Centerview Boulevard along the south boundary of the D&J Property depicted on Exhibit "B" attached hereto and incorporated herein by reference shall not be modified without D&J's consent.

   (c) Developer's Right of Entry. Developer retains the right during normal business hours upon reasonable notice to D&J to enter upon the D&J Property for purposes of inspection to ensure compliance with the Master Declaration and this Second Supplement, and with D&J's other obligations and duties under the Contract, and to perform acts permitted by the Master Declaration, this Second Supplement and the Contract.

This provision shall not be construed in any manner to modify or affect the rights of the Master Association set forth in Article VI, Section 5 of the Master Declaration.
(d) **Signage and Advertising.**

(i) Article VIII, Section 4 of the Master Declaration is hereby modified as to the D&J Property in that the signage, description, trade names and advertising for the D&J Property or any unit therein does not have to include the language "... at Osceola Corporate Center". In addition, all future signage and advertising on and/or for the D&J Property shall be exempt from the approval of the Architectural Control Board provided that the new or replacement signage conforms to the existing signage plans presented by D&J to Developer and approved by Developer prior to Closing, and provided that the new or replacement signage is in compliance with local governmental rules and regulations.

(ii) In addition to the one building-mounted identification sign which is permitted pursuant to the Osceola Corporate Center Specific Site Development Guidelines ("OCC Specific Site Development Guidelines"), the BJ’s Site shall be permitted to have two (2) monument signs and each of the outparcels on the D&J Property shall be permitted to have one (1) monument sign, provided that such monument signs are approved in accordance with the OCC Specific Site Development Guidelines and are in accordance with local governmental rules and regulations.

(e) **Uses of Parcels and Units within the D&J Property.** The sale of Florida Lottery and/or Lotto tickets within the D&J Property shall not constitute a violation of the "no gambling" restriction in Article VIII, Section 2 of the Master Declaration, provided that such activity is done in compliance with any and all applicable laws, rules and regulations.

(f) **Service Areas and Mechanical Equipment.** Article VIII, Section 5 of the Master Declaration is hereby modified as to the D&J Property as follows, provided that such change is approved under the PUD: D&J and occupants of the D&J Property shall be permitted to store equipment, inventory, supplies or other material on or within any outdoor area of the D&J Property, including, without limitation, the parking area, provided that such is not stored within seventy-five (75') feet of the boundary line of the D&J Property. In addition, service areas shall not be required to be screened from public view.

(g) **Commercial Trucks, Trailers, Campers and Boats; Construction Equipment.** The first sentence of Article VIII, Section 10 of the Master Declaration is hereby modified as to the D&J Property as follows, provided that such change is approved under the PUD: "Except for the area around the tire center on the BJ’s Site, D&J shall not permanently park any trucks or commercial vehicles, including for purposes of truck rentals, within seventy-five (75') feet of the boundary line of the D&J Property."

(h) **Display of Goods, Products and Merchandise.** During the Term of the Lease, and provided that BJ’s or a nationally recognized retailer is in operation on the BJ’s Site, BJ’s or such retailer shall be permitted to display goods, products and merchandise and conduct sales of such items on the BJ’s Site provided, however that such activities are: (i) conducted in accordance with local governmental rules and regulations; and (ii) are not conducted within seventy-five (75') feet of the boundary line of the BJ’s Site.
(i) Placement and Operation of Outdoor Vending Machines, Food Trailers and Kiosks. D&J shall be permitted to place and operate outdoor vending machines, food trailers and kiosks on the D&J Property provided, however that such activities are: (i) conducted in accordance with local governmental rules and regulations; and (ii) are not conducted within seventy-five (75') feet of the boundary line of the D&J Property.

4. Master Declaration Unmodified; Conflict. Except as changed, amended and modified by this Second Supplement, each and every one of the terms and provisions of the Master Declaration shall remain in full force and effect. Accordingly, nothing contained in this Second Supplement shall be construed to alter, affect, or impair the charge or encumbrance, or otherwise diminish the operation or effect, of those terms and provisions of the Master Declaration which were not expressly and specifically changed, amended and modified hereby. In the event of any inconsistency or conflict between the terms and provisions of this Second Supplement and the terms and provision of the Master Declaration, the terms and provisions of this Second Supplement shall control. From and after the recording of this Second Supplement, all references to the Master Declaration shall refer to the Master Declaration as supplemented and amended by this Second Supplement and to the degree that any Section of the Master Declaration is cross-referenced to in this Second Supplement, the Section shall be deemed to be the Section, as modified by this Second Supplement.

5. Modifications to Second Supplement. The terms and conditions set forth herein may only be modified in writing by the Developer and the owner of the D&J Property.

6. Survival of Contract Provisions. The covenants, conditions and restrictions contained in the Master Declaration and this Second Supplement are not intended to alter, eliminate, diminish or affect the terms of the Contract which are intended to survive by their terms; provided, however, in the event of a conflict between the Contract and this Second Supplement, this Second Supplement shall govern.

7. Successors and Assigns. The terms and provisions hereof shall be binding upon and inure to the benefit of each Owner and its successors and assigns, respectively, and shall run with title to the D&J Property and the Properties.

9. Amendment to PUD. Notwithstanding anything contained in Article VIII, Section 18 to the contrary, D&J may seek an amendment to the PUD (which amendment to the PUD shall only affect the D&J Property and shall not, in any manner, affect any other portion of the Properties), to the extent required, to be authorized to conduct the activities described in provisions 3(d) through 3(i) inclusive herein.
IN WITNESS WHEREOF, this Second Supplement has been executed by the Developer in the manner and form sufficient to bind them as of the date first above stated.

Signed, sealed and delivered in the presence of:

"Developer"

DEERFIELD LAND CORPORATION,
a Delaware corporation

By:

Name: Thomas M. Roehl

Title: Vice President Secretary

Name: D. Adele Ford

STATE OF FLORIDA )
COUNTY OF ORANGE ) SS:

The foregoing Second Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center was acknowledged before me this 3rd day of October, 2002, by Thomas M. Roehl, the VP and Sec. of DEERFIELD LAND CORPORATION, a Delaware corporation. He [ ] is personally known to me or [X] produced Florida Drivers license as identification.

Julie L. Fisher

Signature of Notary Public

Printed Name of Notary Public

Notary Public, State of

Commission Number:

Commission Expires:
EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land lying in Section 4, Township 25 South, Range 29 East, Osceola County, Florida and being a portion of Tract "A", Osceola Corporate Center, as per plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; and being more particularly described as follows:

COMMENCE at the Southeasterly corner of Tract 1 (Centerview Boulevard) as per the plat of Osceola Corporate Center - Replat One - as recorded in Plat Book 13, Page 188 of the Public Records of Osceola County, Florida and run North 00°00'00" East, for a distance of 92.00 feet to the Point of Beginning; thence run North 90°00'00" East a distance of 535.28 feet to a Point of curvature of a curve concave Northwesterly having a radius of 588.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 58°07'27" for a distance of 596.50 feet to the Point of Tangency; thence run North 31°52'33" East, for a distance of 262.75 feet; thence run North 58°07'27" West, a distance of 11.00 feet; thence run North 31°52'33" East, a distance of 176.88 feet to a Point of Curvature of a curve concave Westerly and having a radius of 35.00 feet; thence run Northerly along the arc of said curve through a central angle of 91°08'49" for a distance of 55.68 feet to a Point of Compound Curvature of a curve concave Southwesterly and having a radius of 4497.62 feet; said point being on the Southerly right of way line of Osceola Parkway, as per Official Records Book 1187, page 1038 of the Public Records of Osceola County, Florida; thence run Northwesterly along the arc of said curve through a central angle of 16°50'05" for a distance of 1,321.51 feet; thence North 80°17'43" West, a distance of 12.45 feet; thence departing said Southerly right of way line of Osceola Parkway and run along the Easterly right of way line of Greenwald Way and along the arc of a curve concave Southwesterly having a tangent bearing of South 59°01'13" West and a radius of 53.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 46°21'07", for a distance of 42.88 feet to the Point of Tangency; thence run South 12°40'07" West, a distance of 266.80 feet to a Point of Curvature of a curve concave Easterly having a radius of 688.00 feet; thence run Southerly along the arc of said curve through a central angle of 12°40'07" for a distance of 152.12 feet; thence run South 00°00'00" East, a distance of 717.18 feet to a Point of Curvature of a curve concave Northeasterly having a radius of 45.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 70.69 feet; thence North 90°00'00" East, a distance of 39.56 feet to the POINT OF BEGINNING.