EIGHTH SUPPLEMENTAL DECLARATION TO AND FIFTH AMENDMENT TO AND SPREADER TO ORANGE COUNTY LAND OF MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OSCEOLA CORPORATE CENTER

THIS EIGHTH SUPPLEMENTAL DECLARATION TO AND FIFTH AMENDMENT TO AND SPREADER TO ORANGE COUNTY LAND OF MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OSCEOLA CORPORATE CENTER (the “Fifth Amendment”) is made this __/____/2017 day of January, 2017, by DEERFIELD LAND CORPORATION, a Delaware corporation (“Developer”), whose address is 14901 South Orange Blossom Trail, Orlando, Florida 32837.

REQUITALS:

A. Developer has previously executed and recorded in the Public Records of Osceola County, Florida, that certain Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center dated March 13, 2002 and recorded in Official Records Book 2030, Pages 219 through 272, inclusive; 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; 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; and as further amended by that certain Second Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 2127, Page 639; and as further amended by that certain Third Supplemental Declaration to Master Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center recorded in Official Records Book 2472, Page 2555; and as further amended by that certain Fourth Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center, recorded in Official Records Book 3215, Page 175; and as further amended by that certain Fifth Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center, recorded in Official Records Book 3245, Page 2836; and as further amended by that certain Sixth Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center, recorded in Official Records Book 3315, Page 2141; and as further amended by that certain Seventh Supplemental Declaration to Master Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center, recorded in Official Records Book 4834, Page 214; and as further amended by that certain additional Seventh Supplemental Declaration to Master
Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center recorded in Official Records Book 4055, Page 286; 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; and as further amended by that certain Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 3726, Page 234; and as further amended by that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 3810, Page 2741; and as further amended by that certain Fourth Amendment to Master Declaration of Covenants, Conditions and Restriction for Osceola Corporate Center, recorded in Official Records Book 4586, Page 1538; all of the Public Records of Osceola County, Florida (collectively “Master Declaration”) which Master Declaration encumbers certain real property more particularly set forth therein (the “Properties”).

B. Developer controls Osceola Corporate Center Master Owner’s Association, Inc., a Florida not-for-profit corporation (the “Master Association”) and has declared that the Properties, as supplemented from time to time, shall be held, sold, conveyed and encumbered by the Master Declaration.

C. Pursuant to, and in accordance with Article I, Section 2 of the Master Declaration, Developer may record an amendment or supplement to the Master Declaration from time to time to spread the Master Declaration to subject real property in Orange County, Florida, owned by the Developer, and which real property is legally described on Exhibit “A” attached hereto and made a part hereof, (the “Orange County Property”) to the Master Declaration and to include the Orange County Property as part of the Properties and also as part of the Parcels, as applicable, and which are subject to the terms, covenants, conditions, and restrictions of the Master Declaration.

D. Developer desires to amend the Master Declaration and to spread the Master Declaration to include the Orange County Property and to subject the Orange County Property to all of the same terms, conditions, covenants, and restrictions as the existing Properties in Osceola County, Florida, such that all rights and obligations under the Master Declaration applicable to the Properties in Osceola County, Florida, shall be equally applicable to the Orange County Property, including without limitation, the obligation to pay assessments to the Association based on its pro rata share of the Gross Acreage of the ongoing maintenance and repair costs of the Surface Water Management System.

NOW THEREFORE, pursuant to Article 1, Section 2 of the Master Declaration, Developer hereby declares that the Orange County 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 to the covenants, conditions, restrictions, and provisions of this Fifth Amendment.

1. Recitals: Definitions. The recitals stated above are true and correct and are incorporated herein by this reference.
2. **Capitalized Terms.** Capitalized terms used in this Fifth Amendment not otherwise defined herein shall have the same meanings as set forth in the Master Declaration.

3. **Definitions.** The following definitions set forth in the Master Declaration are hereby amended as follows:

   (a) Section 1(e) is hereby amended to include Orange County, Florida.

   (b) Section 1(h) is hereby amended to increase the amount of Gross Acreage of the Properties from 961.870 acres to 1,160.49.

   (c) Section 1(i) is hereby deleted.

   (d) Section 1(n) is hereby amended to add to the definition of “Properties” all of the Orange County Property.

   (e) Section 1(o) is hereby amended to change the reference to “Bermuda Avenue” to “John Young Parkway” to reflect the change of the name of the road.

4. **Interpretation.** Article I, Section 2 of the Master Declaration is hereby amended to add the following language at the end of the first sentence of the second paragraph, “or to the Public Records of Orange County, Florida, as applicable.”

5. **Legal Description.** Article II, Section 1 is hereby amended to include within the “Legal Description” the legal description of the Orange County Property attached hereto as Exhibit “A”.

6. **Review of Plans by Developer.** Article VII, Section 1 is hereby amended to delete all references to “Osceola County” and replace them with the defined term “County”.

7. **Signage.** Article VIII, Section 4 is hereby amended to delete the parenthetical reference to Osceola County in the last sentence and replace it with the following language: “(as defined by either Osceola County, Florida or Orange County, Florida, as applicable.)”

8. **Governmental Approvals.** Article VIII, Section 18 is hereby amended to add the following subparagraph (f):

   (f) The Owner agrees that it shall not apply for nor seek to obtain any applications for amendments to any of the governmental approvals and permits pertaining to any portion of the Orange County Land, including, without limitation, to any agreements with the County regarding roadways, impact fee credits, stormwater drainage, allocated trips to the Properties or to any zoning or comprehensive plan applicable to the
Orange County Property or to any South Florida Water Management District permits or to any other development rights issued by Orange County, Florida, without the prior written consent of Owner.

9. **Effective Date.** Article X, Section 6 is hereby amended to add the following sentence at the end of Section 6: “This Master Declaration shall become effective with respect to the Orange County Property upon its recordation in the Public Records of Orange County, Florida.”

10. **Administration by Developer.** Article X, Section 10 is hereby amended to replace all references to Osceola County, Florida to the defined term “County” in order to specify that all such references are to be applicable to both Orange and Osceola Counties, Florida.

11. **Age-Restricted Residential Use.** Article XI is hereby added to the Master Declaration as follows:

**AGE RESTRICTED RESIDENTIAL USE**

The Orange County Property is subject to the terms and conditions of the Tupperware Heights Planned Development and the Tupperware Heights Planned Development Land Use Plan (Case #COR-10-09-193) approved by the Orange County Board of County Commissioners (the “BCC”) on October 16, 2012 (the “Tupperware Heights LUP”). The terms and conditions of the Tupperware Heights LUP impose the following land use restrictions on the Orange County Property and require the Developer to record the land use restriction as an encumbrance and restriction thereon. Accordingly, the Developer does hereby declare that the Orange County Property is subject to and shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following:

The Tupperware Heights LUP restricts residential development of the Orange County Property to “Elderly Housing” (as defined by Orange County ordinances to mean housing restricted to occupancy only by persons fifty-five (55) years of age and older). Because the Tupperware Heights LUP includes approval for such Elderly Housing prior to Development Plan/Preliminary Subdivision Plan approval, the Developer and any Owner, and any of their successors and assigns, shall submit to the Development Review Committee of Orange County, Florida (“DRC”), for review and approval by the DRC, a separate document of Conditions, Covenants, and Restrictions (“CCRs”) that restrict occupancy of the Orange County Property to Elderly Persons and which CCRs comply with the applicable provisions of the Federal Fair Housing Act. The CCRs shall be recorded in the Public Records of Orange County and shall run with the land. Any proposed future conversion of the Elderly Housing to unrestricted housing shall constitute a substantial change that must be approved by the BCC at a public hearing. If the substantial change is approved, school impact fees in effect at the time shall be paid and the project shall comply with any school capacity.
regulations in effect at that time.

12. **Access Easement and Utility Easement Maintenance and Expenses.** Article XII is hereby added to the Master Declaration as follows:

**ACCESS EASEMENT AND UTILITY EASEMENT MAINTENANCE AND EXPENSES**

A portion of the Properties in Osceola County, Florida located south of the area of Osceola Parkway near its intersection with Orange Avenue legally described on Exhibit “B” attached hereto and made a part hereof (the “Parcel 19 South Property”) is subject to and benefited by that certain (i) Access Easement Agreement from Renaissance Park Condominium Association, Inc. (“Renaissance”), as grantor, to the Developer and Espo-Osceola, LLC, as grantees thereunder (collectively, the “Grantees”) (the “Access Easement Agreement”), and (ii) Utility Easement Agreement from Renaissance, as grantor, to the Grantees, as grantees thereunder (the “Utility Easement Agreement”) (collectively, the “Access Easement Agreement and the Utility Easement Agreement are hereinafter referred to as the “Easement Agreements”), which Easement Agreements provide rights of access from the Parcel 19 South Property to Osceola Parkway and for the right to install, construct and maintain utility facilities, within the respective Easement Areas as set forth therein. The Access Easement Agreement and the Utility Easement Agreement provide that the Developer shall be responsible to maintain the Easement Areas and that the Grantees shall share the cost of such maintenance expenses on a pro rata basis. The Developer hereby declares that the Master Association is delegated and shall assume and perform all of the maintenance obligations required of the Developer under the Access Easement Agreement and the Utility Easement Agreement for the benefit of the Benefitted Parcels (as defined therein). The Association shall levy Special Assessments against the Benefitted Parcels for reimbursement of all costs incurred by the Association for the ongoing maintenance, repair and upkeep of the easement areas (collectively, the “Association Maintenance Costs”) in the performance of its obligations under the Easement Agreements, so that the expenses incurred by the Association relating to the ongoing maintenance and repair of the Easement Areas are allocated to and borne by the respective owners of the Benefitted Parcels and their successors and assigns, as owners of the Benefitted Parcels. The amount of the Special Assessments levied upon the owner of all or any portion of the Benefitted Parcels shall be the respective prorata share of the Association Maintenance Costs allocated to such parcel based upon the percentage of the total net developable acreage located within such parcel as set forth below to the total net developable acreage of the Parcel 19 South Property. For purposes hereof, the term “net developable acreage” shall mean the total combined acreage within each Benefitted Parcel less any retention ponds, permanent wetlands, property subject to conservation easement, and areas within the twenty-five foot (25') wetland setback.
13. **Master Declaration Unmodified; Conflict.** Except as changed, amended and modified by this Fifth Amendment, the Master Declaration shall remain in full force and effect. Accordingly, nothing contained in this Fifth Amendment 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 Fifth Amendment and the terms and provisions of the Master Association, the terms and provisions of this Fifth Amendment shall control. From and after the recording of this Fifth Amendment, in the Public Records of Orange County, Florida, and Osceola County, Florida, all references to the Master Association shall refer to and include this Fifth Amendment.

14. **Successors and Assigns.** The terms and provisions hereof shall be binding upon and inure to the benefit of each owner of the Properties, including, without limitation, the Orange County Property, and their respective successors and assigns.

[SIGNATURE PAGE IS ON NEXT PAGE]
IN WITNESS WHEREOF, this Fifth Amendment has been executed by the Developer in the manner and form sufficient to bind them as of the date first above stated.

WITNESSES:

Neirida Montelo
Print Name: Neirida Montelvo

Susan Cumes Chiona
Print Name: Susan Cumes Chiona

“DEVELOPER”

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: THOMAS M. ROEHLK
Name: THOMAS M. ROEHLK
Title: VICE PRESIDENT & SECRETARY
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 10th day of January, 2017, by Thomas M. Roehlk, as Vice President of DEERFIELD LAND CORPORATION, a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced as identification.

Susan Cumes Chiona
(Signature of Notary Public)

(Signed name of Notary Public)

Notary Public, State of Florida
Commission No. FF 184795
My commission expires: April 19, 2019
Exhibit “A”

Orange County Property Legal Description

A tract of land being a portion of the South 1800 feet of Sections 34 and 35, Township 24 South, Range 29 East, Orange County, Florida lying East of State Road No. 500 (U.S. 441 – Orange Blossom Trail) and West of County Road No. 527 (Old Dixie Highway – Orange Avenue) and being more particularly described as follows:

Begin at the North 1/4 corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida and run North 89°53'31" West along the Orange–Osceola County line for a distance of 134.25 feet to the South 1/4 corner of Section 34, Township 24 South, Range 29 East, Orange County, Florida; thence continue North 89°53'31" West along said County line for a distance of 1111.72 feet to a point on the East right of way line of State Road No. 500 (U.S. 441 – Orange Blossom Trail) according to Official Records Book 6483, Page 550, Orange County, Florida; thence run Northerly along the aforesaid East right of way line for the following courses: North 00°53'50" West for a distance of 537.82 feet to a Point of Curvature of a curve concave Easterly and having a radius of 8,442.57 feet and a central angle of 05°38'19"; thence run Northerly along the arc of said curve for a distance of 825.94 feet; thence departing said curve and run radially North 88°42'23" East for a distance of 10.83 feet to a point on a curve concave Easterly and having a tangent bearing of North 01°17'37" West and a radius of 8,431.74 feet; thence run Northerly along the arc of said curve, through a central angle of 00°33'04", for a distance of 81.10 feet; thence departing said curve and run radially South 89°15'27" West for a distance of 10.83 feet to a point on a curve concave Easterly and having a tangent bearing of North 00°44'33" West and a radius of 8,442.57 feet; thence run Northerly along the arc of said curve, through a central angle of 00°40'29", for a distance of 99.43 feet to the Point of Tangency; thence run North 00°04'04" West for a distance of 111.56 feet; thence South 89°55'56" West for a distance of 14.63 feet; thence North 00°04'04" West for a distance of 150.70 feet; thence departing said East right of way line and run along the North line of the South 1800 feet of said Sections 34 and 35, parallel to the Orange–Osceola County line for the following courses: South 89°53'31" East for a distance of 1,389.51 feet; thence South 89°55'24" East for a distance of 2,636.87 feet to the West right of way line of County Road No. 527 (Old Dixie Highway – Orange Avenue) according to Official Records Book 9942, Page 6568, Orange County, Florida; thence run Southerly along said West right of way for the following courses: thence South 04°05'35" West for a distance of 1094.51 feet to a Point of Curvature of a curve concave Westerly and having a radius of 3499.72 feet and a central angle of 11°47'25"; thence run Southerly along the arc of said curve for a distance of 720.18 feet to a point on the South line of aforesaid Section 34 and the Orange–Osceola County line; thence run North 89°55'24" West along said line for a distance of 2436.95 feet to the POINT OF BEGINNING.
LESS AND EXCEPT:
TRACT 103–C, as recorded in Official Records Book 6483, Page 550 of the Public Records of Orange County, Florida, being more particularly described as follows: "COMMENCE at the South 1/4 corner of Section 34, Township 24 South, Range 29 East, Orange County Florida; thence, departing the South line of said Section 34, run North 00°06'55" East along the East line of the Southwest 1/4 of said Section 34, a distance of 134.14 feet to the POINT OF BEGINNING; thence South 89°52'49" West, a distance of 145.47 feet; thence North 00°07'09" West, a distance of 322.31 feet; thence South 72°20'23" East, a distance of 291.53 feet; thence South 22°34'22" East, a distance of 64.61 feet; thence South 00°02'48" East, a distance of 173.57 feet; thence South 89°52'49" West, a distance of 156.60 feet to the POINT OF BEGINNING.

Containing
159.231 Acres, more or less

TOGETHER WITH:
A tract of land being a portion of the South 1800 feet of Section 35, Township 24 South, Range 29 East, Orange County, Florida lying East of County Road No. 527 (Old Dixie Highway – Orange Avenue) and West of the Atlantic Coastline Railroad (CSX Railroad) and being more particularly described as follows:

Begin at the Northeast corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida and run North 89°55'24" West along the Orange–Osceola County line for a distance of 71.87 feet to a point on the East right of way line of County Road No. 527 (Old Dixie Highway – Orange Avenue) according to Official Records Book 9842, Page 6568, Orange County, Florida; said point being on a curve concave Westerly and having a tangent bearing of North 15°15'38" East and a radius of 3639.72 feet; thence run Northerly along said right of way and along the arc of said curve through a central angle of 11°10'03" for a distance of 709.41 feet to the Point of Tangency; thence continue Northerly along said right of way the following courses: North 04°05'35" East for a distance of 416.47 feet; thence departing said right of way line and run Northerly along the Easterly right of way line of State Road 527 as per State Road Plat Book 2, Page 65 of the Public Records of Orange County, Florida for the following courses: North 09°32'49" East for a distance of 407.66 feet; thence North 08°06'54" East for a distance of 100.03 feet; thence North 05°56'55" East for a distance of 102.86 feet; thence North 00°08'55" East for a distance of 82.65 feet to a point on the North line of the South 1800 feet of Section 35, Township 24 South, Range 29 East, Orange County, Florida; thence departing said Easterly right of way line run South 89°54'09" East along said North line for a distance of 1493.86 feet to a point on the Westerly right of way line of the Atlantic Coastline Railroad (CSX Railroad); thence run Southerly along said railroad right of way line for the following courses: South 38°44'40" West for a distance of 326.03 feet to a Point of Curvature of a curve concave Southwesterly and having a radius of 2,959.33 feet and a central angle of 26°26'55"; thence run Southwesterly along the arc of said curve for a distance of 1,366.07 feet to the Point of Tangency; thence run South 12°17'45" West for a distance of 198.00 feet; thence South 77°42'15" East for a distance of 50.00 feet; thence South 12°17'45" West for a distance of 121.14 feet to a point on the North line of the Northwest 1/4 of Section 2, Township 25 South, Range 29 East, Osceola County, Florida; thence run North 89°54'09" West along said North line of the Northwest 1/4 and along the Orange–Osceola County line for a distance of 856.89 feet to the POINT OF BEGINNING.

Contains 43.992 Acres, more or less.
Exhibit “B”

Parcel 19 South Property Legal Description

A portion of Tract D, Osceola Corporate Center according to the plat thereof recorded in Plat Book 6, Pages 147 through 149, Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Tract D, Osceola Corporate Center according to the plat thereof recorded in Plat Book 6, Pages 147 through 149, Public Records of Osceola County, Florida; thence North 89°58'59" West, a distance of 684.15 feet, along the South line of said Tract D; thence departing said South line North 33°23'41" West, a distance of 572.84 feet; thence North 35°25'39" West, a distance of 47.58 feet; thence North 40°53'40" West, a distance of 65.66 feet; thence North 53°43'05" East, a distance of 20.50 feet; thence North 58°48'26" East, a distance of 186.98 feet; thence North 66°19'04" East, a distance of 192.84 feet; thence North 59°27'38" East, a distance of 249.50 feet; thence North 68°24'46" East, a distance of 10.86 feet; thence North 26°38'12" West, a distance of 159.84 feet; thence North 59°52'49" West, a distance of 58.35 feet to a point on a non-tangent curve concave Southerly, having a radius of 1367.40 feet, a central angle of 24°56'36" and a chord bearing of North 77°50'25" East, said point being on the South right of way line of Dart Boulevard as shown on said plat; thence from a tangent bearing of North 65°22'07" East, Easterly 595.29 feet along the arc of said curve and along said South right of way line to the point of tangency of said curve; thence South 89°41'17" East, a distance of 153.12 feet, along said right of way line to a point on the East line of said Tract D; thence along said East line the following two (2) courses and distances: South 00°00'00" East, a distance of 645.98 feet; thence South 12°17'55" West, a distance of 546.35 feet to the POINT OF BEGINNING.

Containing 22.84 acres, more or less.
EIGHTH SUPPLEMENTAL DECLARATION TO AND FIFTH AMENDMENT TO AND SPREADER TO ORANGE COUNTY LAND OF MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OSCEOLA CORPORATE CENTER

THIS EIGHTH SUPPLEMENTAL DECLARATION TO AND FIFTH AMENDMENT TO AND SPREADER TO ORANGE COUNTY LAND OF MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OSCEOLA CORPORATE CENTER (the "Fifth Amendment") is made this 26th day of January, 2017, by DEERFIELD LAND CORPORATION, a Delaware corporation ("Developer"), whose address is 14901 South Orange Blossom Trail, Orlando, Florida 32837.

REQUITALS:

A. Developer has previously executed and recorded in the Public Records of Osceola County, Florida, that certain Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center dated March 13, 2002 and recorded in Official Records Book 2030, Pages 219 through 272, inclusive; 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; 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; and as further amended by that certain Second Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 2127, Page 639; and as further amended by that certain Third Supplemental Declaration to Master Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center recorded in Official Records Book 2472, Page 2555; and as further amended by that certain Fourth Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center, recorded in Official Records Book 3215, Page 175; and as further amended by that certain Fifth Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center, recorded in Official Records Book 3245, Page 2836; and as further amended by that certain Sixth Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center, recorded in Official Records Book 3315, Page 2141; and as further amended by that certain Seventh Supplemental Declaration to Master Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center, recorded in Official Records Book 4834, Page 214; and as further amended by that certain additional Seventh Supplemental Declaration to Master
Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center recorded in Official Records Book 4055, Page 286; 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; and as further amended by that certain Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 3726, Page 234; and as further amended by that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 3810, Page 2741; and as further amended by that certain Fourth Amendment to Master Declaration of Covenants, Conditions and Restriction for Osceola Corporate Center, recorded in Official Records Book 4586, Page 1538; all of the Public Records of Osceola County, Florida (collectively “Master Declaration”) which Master Declaration encumbers certain real property more particularly set forth therein (the “Properties”).

B. Developer controls Osceola Corporate Center Master Owner’s Association, Inc., a Florida not-for-profit corporation (the “Master Association”) and has declared that the Properties, as supplemented from time to time, shall be held, sold, conveyed and encumbered by the Master Declaration.

C. Pursuant to, and in accordance with Article 1, Section 2 of the Master Declaration, Developer may record an amendment or supplement to the Master Declaration from time to time to spread the Master Declaration to subject real property in Orange County, Florida, owned by the Developer, and which real property is legally described on Exhibit “A” attached hereto and made a part hereof, (the “Orange County Property”) to the Master Declaration and to include the Orange County Property as part of the Properties and also as part of the Parcels, as applicable, and which are subject to the terms, covenants, conditions, and restrictions of the Master Declaration.

D. Developer desires to amend the Master Declaration and to spread the Master Declaration to include the Orange County Property and to subject the Orange County Property to all of the same terms, conditions, covenants, and restrictions as the existing Properties in Osceola County, Florida, such that all rights and obligations under the Master Declaration applicable to the Properties in Osceola County, Florida, shall be equally applicable to the Orange County Property, including without limitation, the obligation to pay assessments to the Association based on its pro rata share of the Gross Acreage of the ongoing maintenance and repair costs of the Surface Water Management System.

NOW THEREFORE, pursuant to Article 1, Section 2 of the Master Declaration, Developer hereby declares that the Orange County 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 to the covenants, conditions, restrictions, and provisions of this Fifth Amendment.

1. Recitals; Definitions. The recitals stated above are true and correct and are incorporated herein by this reference.
2. **Capitalized Terms.** Capitalized terms used in this Fifth Amendment not otherwise defined herein shall have the same meanings as set forth in the Master Declaration.

3. **Definitions.** The following definitions set forth in the Master Declaration are hereby amended as follows:

   (a) Section 1(e) is hereby amended to include Orange County, Florida.

   (b) Section 1(h) is hereby amended to increase the amount of Gross Acreage of the Properties from 961.870 acres to 1,160.49.

   (c) Section 1(i) is hereby deleted.

   (d) Section 1(n) is hereby amended to add to the definition of “Properties” all of the Orange County Property.

   (e) Section 1(o) is hereby amended to change the reference to “Bermuda Avenue” to “John Young Parkway” to reflect the change of the name of the road.

4. **Interpretation.** Article I, Section 2 of the Master Declaration is hereby amended to add the following language at the end of the first sentence of the second paragraph, “or to the Public Records of Orange County, Florida, as applicable.”

5. **Legal Description.** Article II, Section 1 is hereby amended to include within the “Legal Description” the legal description of the Orange County Property attached hereto as Exhibit “A”.

6. **Review of Plans by Developer.** Article VII, Section 1 is hereby amended to delete all references to “Osceola County” and replace them with the defined term “County”.

7. **Signage.** Article VIII, Section 4 is hereby amended to delete the parenthetical reference to Osceola County in the last sentence and replace it with the following language: “(as defined by either Osceola County, Florida or Orange County, Florida, as applicable.)”

8. **Governmental Approvals.** Article VIII, Section 18 is hereby amended to add the following subparagraph (f):

   (f) The Owner agrees that it shall not apply for nor seek to obtain any applications for amendments to any of the governmental approvals and permits pertaining to any portion of the Orange County Land, including, without limitation, to any agreements with the County regarding roadways, impact fee credits, stormwater drainage, allocated trips to the Properties or to any zoning or comprehensive plan applicable to the
Orange County Property or to any South Florida Water Management District permits or to any other development rights issued by Orange County, Florida, without the prior written consent of Owner.

9. **Effective Date.** Article X, Section 6 is hereby amended to add the following sentence at the end of Section 6: “This Master Declaration shall become effective with respect to the Orange County Property upon its recordation in the Public Records of Orange County, Florida.”

10. **Administration by Developer.** Article X, Section 10 is hereby amended to replace all references to Osceola County, Florida to the defined term “County” in order to specify that all such references are to be applicable to both Orange and Osceola Counties, Florida.

11. **Age-Restricted Residential Use.** Article XI is hereby added to the Master Declaration as follows:

**AGE RESTRICTED RESIDENTIAL USE**

The Orange County Property is subject to the terms and conditions of the Tupperware Heights Planned Development and the Tupperware Heights Planned Development Land Use Plan (Case #COR-10-09-193) approved by the Orange County Board of County Commissioners (the “BCC”) on October 16, 2012 (the “Tupperware Heights LUP”). The terms and conditions of the Tupperware Heights LUP impose the following land use restrictions on the Orange County Property and require the Developer to record the land use restriction as an encumbrance and restriction thereon. Accordingly, the Developer does hereby declare that the Orange County Property is subject to and shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following:

The Tupperware Heights LUP restricts residential development of the Orange County Property to “Elderly Housing” (as defined by Orange County ordinances to mean housing restricted to occupancy only by persons fifty-five (55) years of age and older). Because the Tupperware Heights LUP includes approval for such Elderly Housing prior to Development Plan/Preliminary Subdivision Plan approval, the Developer and any Owner, and any of their successors and assigns, shall submit to the Development Review Committee of Orange County, Florida (“DRC”), for review and approval by the DRC, a separate document of Conditions, Covenants, and Restrictions (“CCRs”) that restrict occupancy of the Orange County Property to Elderly Persons and which CCRs comply with the applicable provisions of the Federal Fair Housing Act. The CCRs shall be recorded in the Public Records of Orange County and shall run with the land. Any proposed future conversion of the Elderly Housing to unrestricted housing shall constitute a substantial change that must be approved by the BCC at a public hearing. If the substantial change is approved, school impact fees in effect at the time shall be paid and the project shall comply with any school capacity
regulations in effect at that time.

12. **Access Easement and Utility Easement Maintenance and Expenses.** Article XII is hereby added to the Master Declaration as follows:

**ACCESS EASEMENT AND UTILITY EASEMENT MAINTENANCE AND EXPENSES**

A portion of the Properties in Osceola County, Florida located south of the area of Osceola Parkway near its intersection with Orange Avenue legally described on Exhibit “B” attached hereto and made a part hereof (the “Parcel 19 South Property”) is subject to and benefitted by that certain (i) Access Easement Agreement from Renaissance Park Condominium Association, Inc. (“Renaissance”), as grantor, to the Developer and Espo-Osceola, LLC, as grantees thereunder (collectively, the “Grantees”) (the “Access Easement Agreement”), and (ii) Utility Easement Agreement from Renaissance, as grantor, to the Grantees, as grantees thereunder (the “Utility Easement Agreement”) (collectively, the “Access Easement Agreement and the Utility Easement Agreement are hereinafter referred to as the “Easement Agreements”), which Easement Agreements provide rights of access from the Parcel 19 South Property to Osceola Parkway and for the right to install, construct and maintain utility facilities, within the respective Easement Areas as set forth therein. The Access Easement Agreement and the Utility Easement Agreement provide that the Developer shall be responsible to maintain the Easement Areas and that the Grantees shall share the cost of such maintenance expenses on a pro rata basis. The Developer hereby declares that the Master Association is delegated and shall assume and perform all of the maintenance obligations required of the Developer under the Access Easement Agreement and the Utility Easement Agreement for the benefit of the Benefitted Parcels (as defined therein). The Association shall levy Special Assessments against the Benefitted Parcels for reimbursement of all costs incurred by the Association for the ongoing maintenance, repair and upkeep of the easement areas (collectively, the “Association Maintenance Costs”) in the performance of its obligations under the Easement Agreements, so that the expenses incurred by the Association relating to the ongoing maintenance and repair of the Easement Areas are allocated to and borne by the respective owners of the Benefitted Parcels and their successors and assigns, as owners of the Benefitted Parcels. The amount of the Special Assessments levied upon the owner of all or any portion of the Benefitted Parcels shall be the respective prorata share of the Association Maintenance Costs allocated to such parcel based upon the percentage of the total net developable acreage located within such parcel as set forth below to the total net developable acreage of the Parcel 19 South Property. For purposes hereof, the term “net developable acreage” shall mean the total combined acreage within each Benefitted Parcel less any retention ponds, permanent wetlands, property subject to conservation easement, and areas within the twenty-five foot (25') wetland setback.
13. **Master Declaration Unmodified: Conflict.** Except as changed, amended and modified by this Fifth Amendment, the Master Declaration shall remain in full force and effect. Accordingly, nothing contained in this Fifth Amendment 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 Fifth Amendment and the terms and provisions of the Master Association, the terms and provisions of this Fifth Amendment shall control. From and after the recording of this Fifth Amendment, in the Public Records of Orange County, Florida, and Osceola County, Florida, all references to the Master Association shall refer to and include this Fifth Amendment.

14. **Successors and Assigns.** The terms and provisions hereof shall be binding upon and inure to the benefit of each owner of the Properties, including, without limitation, the Orange County Property, and their respective successors and assigns.

[SIGNATURE PAGE IS ON NEXT PAGE]
IN WITNESS WHEREOF, this Fifth Amendment has been executed by the Developer in the manner and form sufficient to bind them as of the date first above stated.

WITNESSES:

Nerida Montalvo
Print Name: Nerida Montalvo
Susan Combes Chiancino
Print Name: Susan Combes Chiancino

“DEVELOPER”

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: [Signature]
Name: THOMAS M. ROEHLK
Title: VICE PRESIDENT & SECRETARY
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 10th day of January, 2017, by Thomas M. Roehlk, as Vice President of DEERFIELD LAND CORPORATION, a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced as identification.

Susan Combes Chiancino
(Signature of Notary Public)
Susan Combes Chiancino
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. FE 184795
My commission expires: April 19, 2019
Exhibit “A”

Orange County Property Legal Description

A tract of land being a portion of the South 1800 feet of Sections 34 and 35, Township 24 South, Range 29 East, Orange County, Florida lying East of State Road No. 500 (U.S. 441 – Orange Blossom Trail) and West of County Road No. 527 (Old Dixie Highway – Orange Avenue) and being more particularly described as follows:

Begin at the North 1/4 corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida and run North 89°53’31” West along the Orange–Osceola County line for a distance of 134.25 feet to the South 1/4 corner of Section 34, Township 24 South, Range 29 East, Orange County, Florida; thence continue North 89°53’31” West along said County line for a distance of 1111.72 feet to a point on the East right of way line of State Road No. 500 (U.S. 441 – Orange Blossom Trail) according to Official Records Book 6483, Page 550, Orange County, Florida; thence run Northerly along the aforesaid East right of way line for the following courses: North 06°33’55” West for a distance of 537.82 feet to a Point of Curvature of a curve concave Easterly and having a radius of 8,442.57 feet and a central angle of 03°36’19”; thence run Northerly along the arc of said curve for a distance of 825.94 feet; thence departing said curve and run radially North 88°42’23” East for a distance of 10.83 feet to a point on a curve concave Easterly and having a tangent bearing of North 01°17’37” West and a radius of 8,431.74 feet; thence run Northerly along the arc of said curve, through a central angle of 00°33’04”, for a distance of 81.10 feet; thence departing said curve and run radially South 89°15’27” West for a distance of 10.83 feet to a point on a curve concave Easterly and having a tangent bearing of North 00°44’33” West and a radius of 8,442.57 feet; thence run Northerly along the arc of said curve, through a central angle of 00°04’28”, for a distance of 99.43 feet to the Point of Tangency; thence run North 00°04’04” West for a distance of 111.56 feet; thence South 89°55’56” West for a distance of 150.70 feet; thence departing said East right of way line and run along the North line of the South 1800 feet of said Sections 34 and 35, parallel to the Orange–Osceola County line for the following courses: South 89°53’31” East for a distance of 1,389.51 feet; thence South 89°55’24” East for a distance of 2,636.87 feet to the West right of way line of County Road No. 527 (Old Dixie Highway – Orange Avenue) according to Official Records Book 9942, Page 6568, Orange County, Florida; thence run Southerly along said West right of way for the following courses: thence South 04°05’35” West for a distance of 1094.51 feet to a Point of Curvature of a curve concave Westerly and having a radius of 3499.72 feet and a central angle of 11°47’25”; thence run Southerly along the arc of said curve for a distance of 720.18 feet to a point on the South line of aforesaid Section 34 and the Orange–Osceola County line; thence run North 89°55’24” West along said line for a distance of 2436.95 feet to the POINT OF BEGINNING.
LESS AND EXCEPT:
TRACT 103-C, as recorded in Official Records Book 6483, Page 550 of the Public Records of Orange County, Florida, being more particularly described as follows: COMMENCE at the South 
1/4 corner of Section 34, Township 24 South, Range 29 East, Orange County Florida; thence, 
departing the South line of said Section 34, run North 00°06‘55” East along the East line of the 
Southwest 1/4 of said Section 34, a distance of 134.14 feet to the POINT OF BEGINNING; thence 
South 89°52‘49” West, a distance of 145.47 feet; thence North 00°07‘09” West, a distance of 
322.31 feet; thence South 72°20‘23” East, a distance of 291.53 feet; thence South 22°34‘22” 
East, a distance of 64.61 feet; thence South 00°02‘48” East, a distance of 173.57 feet; thence 
South 89°52‘49” West, a distance of 158.60 feet to the POINT OF BEGINNING.

Containing
159.231 Acres, more or less

TOGETHER WITH:
A tract of land being a portion of the South 1800 feet of Section 35, Township 24 South, 
Range 29 East, Orange County, Florida lying East of County Road No. 527 (Old Dixie Highway – 
Orange Avenue) and West of the Atlantic Coastline Railroad (CSX Railroad) and being more 
particularly described as follows:

Begin at the Northeast corner of Section 3, Township 25 South, Range 29 East, Osceola County, 
Florida and run North 89°55‘24” West along the Orange–Osceola County line for a distance of 
71.87 feet to a point on the East right of way line of County Road No. 527 (Old Dixie Highway – 
Orange Avenue) according to Official Records Book 9942, Page 6568, Orange County, Florida; 
said point being on a curve concave Westerly and having a tangent bearing of North 15°15‘38” 
East and a radius of 3639.72 feet; thence run Northerly along said right of way and along the 
arc of said curve through a central angle of 11°10‘03” for a distance of 709.41 feet to the Point 
of Tangency; thence continue Northerly along said right of way the following courses: North 
04°05‘35” East for a distance of 416.47 feet; thence departing said right of way line and run 
Northerly along the Easterly right of way line of State Road 527 as per State Road Plat Book 2, 
Page 65 of the Public Records of Orange County, Florida for the following courses: North 
09°32‘49” East for a distance of 407.66 feet; thence North 08°05‘54” East for a distance of 
100.03 feet; thence North 05°56‘55” East for a distance of 102.86 feet; thence North 00°08‘55” 
East for a distance of 82.65 feet to a point on the North line of the South 1800 feet of 
Section 35, Township 24 South, Range 29 East, Orange County, Florida; thence departing said 
Easterly right of way line run South 89°54‘09” East along said North line for a distance of 
1493.86 feet to a point on the Westerly right of way line of the Atlantic Coastline Railroad (CSX 
Railroad); thence run Southerly along said railroad right of way line for the following courses: South 
38°44‘40” West for a distance of 326.03 feet to a Point of Curvature of a curve concave 
Southeasterly and having a radius of 2,959.33 feet and a central angle of 26°26‘55”; thence run 
Southwesterly along the arc of said curve for a distance of 1,368.07 feet to the Point of 
Tangency; thence run South 12°17‘45” West for a distance of 198.00 feet; thence South 
77°42‘15” East for a distance of 50.00 feet; thence South 12°17‘45” West for a distance of 
121.14 feet to a point on the North line of the Northwest 1/4 of Section 2, Township 25 South, 
Range 29 East, Osceola County, Florida; thence run North 89°54‘09” West along said North line 
of the Northwest 1/4 and along the Orange–Osceola County line for a distance of 856.89 feet 
to the POINT OF BEGINNING.

Contains 43.992 Acres, more or less.
Exhibit “B”

Parcel 19 South Property Legal Description

A portion of Tract D, Osceola Corporate Center according to the plat thereof recorded in Plat Book 6, Pages 147 through 149, Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Tract D, Osceola Corporate Center according to the plat thereof recorded in Plat Book 6, Pages 147 through 149, Public Records of Osceola County, Florida; thence North 89°58’59” West, a distance of 684.15 feet, along the South line of said Tract D; thence departing said South line North 33°23’41” West, a distance of 572.84 feet; thence North 35°25’39” West, a distance of 47.58 feet; thence North 40°53’40” West, a distance of 65.66 feet; thence North 53°43’05” East, a distance of 20.50 feet; thence North 58°48’26” East, a distance of 186.98 feet; thence North 66°19’04” East, a distance of 192.84 feet; thence North 59°27’38” East, a distance of 249.50 feet; thence North 68°24’46” East, a distance of 10.86 feet; thence North 26°38’12” West, a distance of 159.84 feet; thence North 59°52’49” West, a distance of 58.35 feet to a point on a non-tangent curve concave Southerly, having a radius of 1367.40 feet, a central angle of 24°56’36” and a chord bearing of North 77°50’25” East, said point being on the South right of way line of Dart Boulevard as shown on said plat; thence from a tangent bearing of North 65°22’07” East, Easterly 595.29 feet along the arc of said curve and along said South right of way line to the point of tangency of said curve; thence South 89°41’17” East, a distance of 153.12 feet, along said right of way line to a point on the East line of said Tract D; thence along said East line the following two (2) courses and distances: South 00°00’00” East, a distance of 645.98 feet; thence South 12°17’55” West, a distance of 546.35 feet to the POINT OF BEGINNING.

Containing 22.84 acres, more or less.