NINTH SUPPLEMENTAL DECLARATION TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OSCEOLA CORPORATE CENTER

THIS NINTH SUPPLEMENTAL DECLARATION TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OSCEOLA CORPORATE CENTER (the “Ninth Supplement”) is made this 15th day of September, 2017, by DEERFIELD LAND CORPORATION, a Delaware corporation (“Developer”), whose address is 14901 South Orange Blossom Trail, Orlando, Florida 32837.

RECITALS:

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 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 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; and as further amended by that certain 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 recorded in Official Records Book 5087, Page 322; 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 II, 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 in order to reflect any unique characteristics.

D. Developer has completed the process of obtaining the approval of the Osceola County Board of County Commissioners for the Replat of Lot 1, OSCEOLA CORPORATE CENTER – REPLAT 11, according to the plat thereof, as recorded in Official Records Book 19, Page 30, of the Public Records of Osceola County, Florida (“Existing Plat”) in order to create three (3) developable lots to convey to individual users, together with a Tract “A” for drainage and a Tract “B” for road right of way, and which replat is identified as Osceola Corporate Center – Replat Thirty, as recorded in Official Records Book 26, Page 26, of the Public Records of Osceola County, Florida (the “Replat 30”).

E. Developer has also completed the process of approval and recording of the replat of certain lands located adjacent and to the north of Replat 30 identified as Osceola Corporate Center – Replat 28, recorded in Plat Book 25, Page 155, of the public records of Osceola County, Florida (“Replat 28”), which Replat 28 created developable Lot 1 and Lot 2 of Replat 28 and which lots are intended to be developed for multi-family housing use.

F. Replat 30 created Lots 1, 2, and 3 and Tract B of Osceola Corporate Center – Replat 30, which lots, together with a 3.36 acre parcel serving as a basin for drainage from Orange Avenue in accordance with the SFWMD Permit Modification (the “Orange Avenue Parcel”) will benefit from the use of the retention pond to be constructed by the Developer on portions of Lot 1 and on Tract A of Replat 30, as part of the master stormwater drainage system that will accommodate the stormwater and surface water drainage from all development of the platted lots and tracts in Replat 30 and the Orange Avenue Parcel (the “Retention Pond”). As a part of its development of any portion of Lot 1 of Replat 30, the owner of Lot 1 of Replat 30 shall be obligated to perform, at its cost, the construction, design, and engineering and all other work related to the stormwater and surface water drainage system (other than the Retention Pond) and pipes and drainage facilities to accommodate the drainage from Lot 1 of Replat 30, Lot 2 of Replat 30, and the Access Roads (as hereinafter defined) (collectively, the “Benefitted Drainage Parcels”) and the development thereon.
G. The Developer is requiring that the owner of Lot 1 of Replat 30 construct the following internal roadways and lighting (as such lighting is shown on the Electrical Site Photometric Plan attached hereto as Exhibit "A" and incorporated by reference herein) within Replat 30 for access for vehicular and pedestrian ingress and egress in connection with its development thereof (collectively hereinafter referred to as, the "Access Roads"): 

(i) Access road with a curb cut for access from Lot 1 of Replat 30 to Osceola Parkway along the western boundary of Lot 1 of Replat 30 and extending northward to the northern boundary line of Lot 1 to be called "Healthy Way";

(ii) Internal roadway within Lot 1 of Replat 30 connecting from the northern terminus within Lot 1 of Replat 30 of Healthy Way and extending eastward to a terminus and connection point with "Pacifica Drive" located within Lot 3 of Replat 30, as set forth in Recital H below;

(iii) Internal roadway within Lot 1 of Replat 30 extending southward from the roadway described in Recital G (ii) above, past the intersection of Community Place (defined below) to the southern portion of the developed area of Lot 1 of Replat 30 (the "OHI North/South Access Road"), which shall have two (2) curb cuts onto Lot 2 of Replat 30 and one (1) curb cut onto Lot 3 of Replat 30 for access benefitting such lots, at locations to be approved by the owner of Lot 1 of Replat 30 in its reasonable discretion, for vehicular and pedestrian ingress and egress onto the OHI North/South Access Road; provided, however, such curb cuts shall be constructed by, and the costs shall be paid by, the respective owners of Lot 2 of Replat 30 and Lot 3 of Replat 30; and

(iv) An east/west connector roadway to be called "Community Place" which will provide access to Orange Avenue and which will extend from Orange Avenue westward and connect to the roadway described in Recital G (iii) above, and which roadway will be constructed with a portion of the southern right of way located within the boundaries of Lot 2 of Replat 30, and a portion of the northern right of way located within Lot 3 of Replat 30, with one (1) curb cut for access onto Lot 2 of Replat 30 and one (1) curb cut for access onto Lot 3 of Replat 30, for vehicular and pedestrian ingress and access on, over, upon and across Community Place at locations to be approved by the Developer; provided, however, such curb cuts shall be constructed by, and the costs shall be paid by, the respective owners of Lot 2 of Replat 30 and Lot 3 of Replat 30.

H. The Developer is requiring that the owner of Lot 1 of Replat 28 shall be required to construct an east/west connector roadway, which will be called "Pacifica Drive", which provides access with a curb cut onto Orange Avenue extending westward from Orange Avenue with a portion of the southerly right of way lying within and along the southern boundary of Lot 1 of Replat 28, and with a portion of the northerly right of way lying within and along the northern boundary of Lot 3 of Replat 30, and with one (1) curb cut for access onto Lot 3 of Replat 30 and one (1) curb cut for access onto Lot 1 of Replat 28 at locations approved on a site development plan by Osceola County, Florida.

I. Developer is also providing that the owners of Lot 1 and Lot 2 of Replat 28, and
the owners of Lots 2 and 3 of Replat 30, shall be granted an access easement to utilize the Access Roads for vehicular and pedestrian ingress and egress to and from Osceola Parkway and for the use of the Access Roads for a secondary access to Orange Avenue, and that the owner of Lot 1 of Replat 30 be granted an access easement to utilize: (i) Community Place; (ii) a portion of the Access Road described in Recital G (ii) above, commencing at the western boundary of the intersection of said road with the Access Road described in Recital G (iii) and extending east and northward to a connection point with Pacifica Drive; (iii) Pacifica Drive; and (iv) for any future northern expansion of Healthy Way.

NOW THEREFORE, pursuant to Article IV, Section 2 of the Master Declaration, Developer hereby declares that the Properties 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 Ninth Amendment.

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 Ninth Supplement not otherwise defined herein shall have the same meanings as set forth in the Master Declaration.

3. Access Roads.

(a) The owner of Lot 1 of Replat 30 shall construct and bear the costs of construction of the Access Roads, subject to reimbursement, as set forth herein below. The owners of Lot 2 of Replat 30 and Lot 3 of Replat 30 shall construct and bear the respective costs of the construction of each of the two (2) curb cuts into Lot 2 of Replat 30 and the one (1) curb cut into Lot 3 of Replat 30 for access for vehicular and pedestrian ingress and egress onto the Access Road described in Recital “G” (iii) of this Ninth Supplement, and for their respective curb cuts onto Community Place, which curb cuts shall be constructed in locations approved by the owner of Lot 1 of Replat 30 in its reasonable discretion. For the purposes of the use of the Access Roads, Lot 1 of Replat 30, Lot 2 of Replat 30, Lot 3 of Replat 30, and Lot 1 of Replat 28 and Lot 2 of Replat 28 are collectively referred herein to as the “Benefitted Roadway Parcels”, which are legally described on Exhibit “B” attached hereto and incorporated by reference.

(b) After the completion of construction of the Access Roads and receipt of a certificate of completion from Osceola County, Florida (the “County”), or its equivalent, the Master Association shall be responsible for the performance of the ongoing maintenance and repair of the paved areas of the Access Roads and all sidewalks, landscaping, lighting, and related improvements required by the County and any additional improvements constructed by the owner of Lot 1 of Replat 30 or any other party. The Master Association shall levy special assessments on the owner of Lot 1 of Replat 30 for all of the costs of ongoing maintenance and repair of (i) Healthy Way; and (ii) the portion of the Access Road described in Recital G (ii) above lying within Lot 1 of Replat 30. The Master Association shall levy special assessments on the owners of Lot 1 of Replat 30, Lot 2 of Replat 30, and Lot 3 of Replat 30 in the amount of their respective Pro-Rata Share (as defined below) of the actual and documented costs for the
ongoing maintenance and repair of: (i) Community Place, (ii) the portion of the Access Road described in Recital G (ii) above lying within Lot 3 of Replat 30; and (iii) the OH! North/South Access Road (the above described three Access Roads in this sentence shall be referred to hereinafter as the “Shared Roadways”), together with all sidewalks, landscaping, lighting, and related improvements for such roadways (the “Roadway Maintenance Costs”). Such proportions (the “Pro-Rata Share”), shall be based upon the relative amounts of Net Developable Acreage of each of Lot 1 of Replat 30, Lot 2 of Replat 30, and Lot 3 of Replat 30, respectively, to the total combined Net Developable Acreage within Lot 1 of Replat 30, Lot 2 of Replat 30, and Lot 3 of Replat 30, unless or until any of such Access Roads are dedicated to and/or conveyed to the County. For purposes hereof and for determining the Pro-Rata Share of Lot 1 of Replat 30, Lot 2 of Replat 30, or Lot 3 of Replat 30 for their respective Roadway Maintenance Costs, the term “Net Developable Acreage” shall mean the total acreage within any each parcel, as applicable, less: (i) any retention ponds located within each parcel; and (ii) any permanent wetlands located within each parcel.

(c) The owner of Lot 1 of Replat 30 that constructs the Shared Roadways shall be entitled to reimbursement for the respective Pro-Rata Share from the owner(s) of Lot 2 of Replat 30 and Lot 3 of Replat 30 of the actual and documented costs to construct the Shared Roadways (the “Shared Roadway Construction Costs”) upon the closing of the sales by Developer of Lot 2 of Replat 30 and of Lot 3 of Replat 30 to third party purchasers. The owner of Lot 1 of Replat 30 shall notify Developer of the Shared Roadway Construction Costs no later than thirty (30) days following completion of such work and may record a lien against each of Lot 2 of Replat 30 and Lot 3 of Replat 30 for the Pro-Rata Share of the Shared Roadway Construction Costs attributable to each lot if payment of each lot’s Pro-Rata Share of the Shared Roadway Costs is not paid to it within thirty (30) days of receipt of notice of the amount of Shared Roadway Costs by the party responsible for payment. Such lien shall be subordinate to any purchase money mortgage then of record or recorded in the future against either Lot 2 of Replat 30 or Lot 3 of Replat 30. The owner(s) of Lot 2 of Replat 30 and Lot 3 of Replat 30 shall reimburse the owner of Lot 1 of Replat 30 at the closing of the purchase of its respective lot for its Pro-Rata Share of the Shared Roadway Construction Costs. If the Developer has not sold either or both Lot 2 of Replat 30 or Lot 3 of Replat 30 within two (2) years of the Closing of the sale of Lot 1 of Replat 30 and the owner of Lot 1 of Replat 30 has constructed the Shared Roadways, Developer shall reimburse the owner of Lot 1 of Replat 30 for the Shared Roadway Construction Costs, or such Pro-Rata Share as is attributable to the unsold lot. The owner of Lot 1 of Replat 30 shall release each lien upon payment in full by the third-party purchaser or Developer, as applicable, of the Pro-Rata Share of Shared Roadway Construction Costs attributable to said lot.

(d) Nothing contained herein shall be deemed to grant any access rights over Lot 1 of Replat 30 other than via the Access Roads. So long as the Access Road described in Recital G (ii) or another means of vehicular access between Healthy Way and the Access Road described in Recital G (iii) is available to the Benefitted Roadway Parcels, neither the Developer nor the owner of any Benefitted Roadway Parcel shall object or otherwise try to prohibit the owner of Lot 1 of Replat 30 from reconfiguring or developing Lot 1 of Replat 30 in such a way that impedes or removes the current path of access between Healthy Way and the Access Road described in Recital G (iii). Developer may not withhold its consent for any site plan or
development plan on the basis that existing access via drive aisles internal to Lot 1 of Replat 30 between Healthy Way and the road described in Recital G (iii), connecting Community Place and Healthy Way, are reconfigured or removed.

4. Stormwater Drainage System. Developer has agreed to construct the Retention Pond after the closing of the sale of Lot 1 of Replat 30 to Orlando Health, Inc., a Florida not for profit corporation, which shall be constructed on or before December 1, 2017, upon Tract A of Replat 30 and on a portion of Lot 1 of Replat 30 as set forth in the SDP (defined below). The owner of Lot 1 of Replat 30 agrees to perform, at its cost (subject to reimbursement as set forth herein below), the construction design and engineering and all other work related to the stormwater and surface water drainage system (other than the Retention Pond) and pipes and drainage facilities sized adequately and to accommodate the drainage from the Benefitted Drainage Parcels. The owner of Lot 1 of Replat 30 shall install an upsized drainage pipe on Lot 1 of Replat 30 that is depicted on the approved Site Development Plan SDP 17-0076 ("SDP") as the pipe running northerly in accordance with the SDP along the eastern boundary of the Property from a connection point on the westerly boundary of Lot 2 of Replat 30 labeled "D290" on the SDP to the discharge point labeled "MES2" on the approved SDP (the "Eastern Drainage Pipe"), and shall also construct a tie-in structure to the Eastern Drainage Pipe from Lot 2 of Replat 30. The owner of Lot 1 of Replat 30 that constructs and installs the upsized Eastern Drainage Pipe and the connections to Lot 2 of Replat 30 shall be entitled to reimbursement from the owner of Lot 2 of Replat 30 for (i) its actual and documented costs to upsise the pipe for the Eastern Drainage Pipe to serve Lot 2 of Replat 30; and (ii) for fifty percent (50%) of the costs of installing the Eastern Drainage Pipe (the "Lot 2 Drainage Costs") upon the closing of the sale by Developer of Lot 2 of Replat 30 to a third party purchaser. The owner of Lot 1 of Replat 30 may record a lien against Lot 2 of Replat 30 in the amount of the Lot 2 Drainage Costs, which lien shall be subordinate to any purchase money mortgage then of record or recorded in the future against Lot 2 of Replat 30. If the Developer has not sold Lot 2 of Replat 30 within two (2) years of the recording of a deed conveying Lot 1 of Replat 30 from Developer to a third party and the owner of Lot 1 of Replat 30 has performed the upsizing and connections work required hereunder, Developer shall pay the unpaid Lot 2 Drainage Costs to the owner of Lot 1 of Replat 30 which incurred such costs, and the owner of Lot 1 of Replat 30 shall record an instrument acknowledging the payment and satisfaction of the Developer’s obligation. The owner of Lot 1 of Replat 30 shall release the lien for Lot 2 Drainage Costs upon payment in full by the third-party purchaser of Lot 2 of Replat 30 or Developer, as applicable. The Master Association shall be responsible for the performance of all ongoing maintenance and repair obligations for any drainage facilities not located on Lot 1 of Replat 30, and the Master Association shall levy a special assessment upon each of Lot 2 of Replat 30 and Lot 3 of Replat 30 (Lot 2 and Lot 3 of Replat 30 are collectively hereinafter referred to sometimes as, the "Reimbursing Drainage Parcels") in the amount of their respective Pro-Rata Share of such costs based upon the relative amounts of Net Developable Acreage within each of the Reimbursing Drainage Parcels to the total combined Net Developable Acreage in both of the Reimbursing Drainage Parcels.

The Master Association shall be responsible for the performance of all ongoing maintenance and repair obligations for the Retention Pond, and the Master Association shall levy a special assessment upon each of Lot 1 of Replat 30, Lot 2 of Replat 30, and Lot 3 of Replat 30 for payment of their respective Pro-Rata Share of the Retention Pond maintenance costs. The
Pro-Rata Share for the purpose of calculating the amount of the special assessment for the costs incurred by the Master Association relating to the Retention Pond are: 57.25% of such costs payable by the owner of Lot 1 of Replat 30; 10.70% of such costs payable by the owner of Lot 2 of Replat 30; and 12.90% of such costs payable by the owner of Lot 3 of Replat 30.

The owner of Lot 1 of Replat 30 shall be responsible for the performance and costs of all ongoing maintenance and repair obligations for the entire stormwater and surface water management system located within Lot 1 of Replat 30 serving the development on Replat 30 (other than the Retention Pond and any drainage facilities offsite of the Property), including drainage pipes, swales, catch basins and other drainage facilities located within Lot 1 of Replat 30; provided, however, the costs and expenses of the ongoing maintenance and repair of the Eastern Drainage Pipe (the “Eastern Drainage Pipe Maintenance Costs”) shall be separated from the costs related to maintenance and repair of the other drainage facilities located within Lot 1 of Replat 30. The owner(s) of Lot 2 of Replat 30 and Lot 3 of Replat 20 shall reimburse the owner of Lot 1 of Replat 30 for a portion of the Eastern Drainage Pipe Maintenance Costs, based upon a formula with the owner of Lot 2 of Replat 30 paying thirty percent (30%) of Eastern Drainage Pipe Maintenance Costs and the owner of Lot 3 of Replat 30 paying ten percent (10%) of the Eastern Drainage Pipe Maintenance Costs. The owner of Lot 1 of Replat 30 shall invoice the owner(s) of Lot 2 of Replat 30 and Lot 3 of Replat 30 for the portion of the Eastern Drainage Pipe Maintenance Costs attributable to each lot, pursuant to the formula set forth herein above.

If the owner of Lot 2 of Replat 30 or the owner of Lot 3 of Replat 30 fails to pay any invoice for Eastern Drainage Pipe Maintenance Costs within thirty (30) days of receipt of the invoice, The owner of Lot 1 of Replat 30 may lien Lot 2 of Replat 30 or Lot 3 of Replat 30, as applicable, in the amount of the unpaid Eastern Drainage Pipe Maintenance Costs, which lien shall be subordinate to any purchase money mortgage then of record or recorded in the future against the subject property.

5. **Prohibited Uses.** (a) Developer shall not develop or allow to be developed medical uses in the Planned Development for Osceola Corporate Center or within the Tupperware Heights Planned Development for a period of five (5) years after the Closing of the sale of Lot 1 of Replat 30 by Developer; provided, however that such restriction shall (i) not apply to any other parcels sold or under contract with Developer as of the Effective Date of this Agreement; (ii) exclude chiropractic practices, dental practices, orthodontic practices, medical spas, optometry practices, pharmacies that do not contain walk-in clinics; and (iii) exclude any other medical uses agreed to by the owner of Lot 1 of Replat 30 upon request of Developer from time to time. Subject to existing uses and/or uses permitted for such purposes that are under contract as of the date of this Ninth Supplement, the owner of Lot 1 of Replat 30 shall have the exclusive right to own, develop and use property within the Planned Development for Osceola Corporate Center and the Tupperware Heights Planned Development for the operation of hospital facilities, an emergency department or urgent care facility. Developer shall not permit any other property within the Planned Development for Osceola Corporate Center and the Tupperware Heights Planned Development to be developed or used for the operation of hospital facilities, an emergency department or urgent care facility or for the provision of emergent or urgent care, subject to existing uses and/or uses permitted for such purposes that are under contract as of the date of this Ninth Supplement.
(b) Except for the Permitted Uses (defined below) for which no approval by the owner of Lot 1 of Replat 30 is required, the owner of Lot 1 of Replat 30 shall have the right to approve the use of Lot 2 of Replat 30 and Lot 3 of Replat 30, which approval shall not be unreasonably withheld or delayed. "Permitted Uses" means any use permitted under the Osceola Corporate Center Planned Development Zoning and/or the Master Declaration and General Development Guidelines of Osceola Corporate Center except as limited below in this Section 5(b). Developer hereby agrees that the Permitted Uses are limited as follows: (i) Lot 2 of Replat 30 and Lot 3 of Replat 30 may be developed for hotel uses so long as the hotel brand has a "AAA" rating of "Three Diamonds" or higher or a Mobil "Four Star" rating or higher; and (ii) Lot 2 of Replat 30 and Lot 3 of Replat 30 may be used for general office, retail, restaurants, and banks, but subject to the following limitations and restrictions: (a) any retail use is permitted so long as such retail use is not prohibited by the Master Declaration or the General Development Guidelines applicable to Osceola Corporate Center; (b) any restaurant concept such as Hooters, Redneck Heaven, Tilted Kilt Pub & Eatery, Twin Peaks, Bombshells, Bone Daddy’s, Ojos Locos, Bikinis Sports Bar & Grill, Show-Me’s, Mugs & Jugs and Heart Attack Grill, or any similarly-themed female sex appeal restaurant is prohibited; (c) restaurant and bank uses without a drive-thru are permitted; (d) any restaurant or bank uses with a drive-thru shall not be a Permitted Use and shall be subject to the approval of the owner of Lot 1 of Replat 30, which approval may be conditioned upon the owner of Lot 1 of Replat 30's review of proposed site plans to ensure, in the owner of Lot 1 of Replat 30’s reasonable assessment, that the drive-thru line is wholly contained within the respective parcel and will not result in blocking or otherwise interfering with or obstructing access to Lot 1 of Replat 30; (e) no free-standing bars are permitted unless they are part of a sit down restaurant or a hotel and so long as the establishment on the parcel generates less than fifty percent (50%) of its sales from the sale of alcohol; (f) no medical or medical office uses are permitted, but the following uses shall not be deemed medical or medical office uses: optometry practices, chiropractic practices, dental practices, orthodontic practices, medical spas, and pharmacies that do not contain walk-in clinics or otherwise provide any medical care or treatment within; and (g) none of the above uses shall exceed one (1) story if situated on Lot 2 of Replat 30 south of the south edge of the owner of Lot 1 of Replat 30's building on Lot 1 of Replat 30.

6. Additional Prohibited Uses. The Developer hereby amends the Master Declaration to provide that no structure on any part of the Property subject to this Ninth Supplement may install, have or allow to remain any Window Border Lighting, which is hereby expressly prohibited. For the purposes hereof, "Window Border Lighting" shall mean any and all window border lighting, such as and including without limitation, LED display strips, neon, rope lights, tape lights or strip lights.

7. Master Declaration Unmodified; Conflict. Except as changed, amended and modified by this Ninth Supplement, the Master Declaration shall remain in full force and effect. Accordingly, nothing contained in this Ninth 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 Ninth Supplement and the terms and provisions of the Master Association, the terms and provisions of this Ninth Supplement shall control. From and after the recording of
this Ninth Supplement, in the Public Records of Osceola County, Florida, all references to the Master Association shall refer to and include this Ninth Supplement.

8. **Easements.**

(a) Developer hereby agrees to grant a drainage easement to the owners of and for the benefit of each of the Benefitted Drainage Parcels, Lot 3 of Replat 30, Tract B of Replat 30, and the Orange Avenue Parcel, upon the sale of Lot 1 of Replat 30 to a third party purchaser for the right to drain into the Retention Pond.

(b) The owner of Lot 1 of Replat 30 shall grant (i) a drainage easement to the owner of and for the benefit of Lot 2 of Replat 30 to drain through the drainage facilities to the Retention Pond, and (ii) a temporary construction easement to the Developer for the right to construct the Retention Pond, upon the acquisition of Lot 1 of Replat 30 by a third party purchaser from Developer.

9. **Successors and Assigns.** The terms and provisions hereof shall be binding upon and inure to the benefit of each owner of the lots within the Replat, and their respective successors and assigns.

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

WITNESSES:

Print Name: [Signature]
Print Name: Julie F. Smoak

“DEVELOPER”

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: [Signature]
Name: Thomas M. Roehlk
Title: VP & Secretary
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF OSCEOLA ORANGE

The foregoing instrument was acknowledged before me this 14th day of September, 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.

Julie F. Smoak
(Signature of Notary Public)

(Julie F. Smoak)
Notary Public, State of Florida
Commission No. __________________
My commission expires: ________________
EXHIBIT "A"

Electrical Site Photometric Plan
EXHIBIT “B”

Benefitted Roadway Parcels Legal Description

Lot 1, Lot 2, and Lot 3, OSCEOLA CORPORATE CENTER – REPLAT THIRTY, according to the plat thereof, as recorded in Plat Book 26, Page 26, of the Public Records of Osceola County, Florida.

Lot 1 and Lot 2, OSCEOLA CORPORATE CENTER - REPLAT TWENTY-EIGHT, according to the plat thereof, as recorded in Plat Book 25, Page 155 of the Public Records of Osceola County, Florida.

Exhibit “B”