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

THIS AMENDED AND RESTATED NINTH SUPPLEMENTAL DECLARATION
TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR OSCEOLA CORPORATE CENTER (the “Amended and Restated
Ninth Supplement”) is made this 8th day of August, 2019, 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; and as further amended by that certain Ninth Supplemental Declaration to the Master Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center recorded in Official Records Book 5208, Page 2365 (the “Ninth Supplement”); and as further amended by that certain Tenth Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded September 28, 2018, in Official Records Book 5409, Page 453; 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 Owners’ 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 (“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 being 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 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 accommodates 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 such Lots and Tracts of Replat 30, the owner thereof 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, Lot 3 of Replat 30, and the Access Roads (as hereinafter defined) (collectively, the “Benefitted Drainage Parcels”) and the development thereon.

G. The owner of Lot 1 of Replat 30 has constructed 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 Owner of Lot 1 of Replat 28 has constructed an east/west connector roadway, called “Pacifica Drive”, which provides access with a curb cut onto Orange Avenue extending westward from Orange Avenue with a portion of the northerly right of way lying within and along the southern boundary of Lot 1 of Replat 28, and with a portion of the southerly 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 has granted the owners of Lot 1 and Lot 2 of Replat 28 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.

J. Developer recorded the Ninth Supplement on September 18, 2017. The Developer then sold Lot 1 of Replat 30 to Orlando Health, Inc., a Florida not-for-profit corporation (“OHI”). OHI is acquiring from Developer, as of the date hereof, fee simple title to Lot 2 of Replat 30, Lot 3 of Replat 30, Tract A of Replat 30 and the remaining Access Roads lying outside of Lot 1 of Replat 30 but within Replat 30. OHI has requested, and Developer has agreed, to amend and restate the Ninth Supplement to account for the fact that OHI will now be the owner of all of the real property within Replat 30.

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; Amendment and Restatement. The recitals stated above are true and correct and are incorporated herein by this reference. This Amended and Restated Ninth Supplement amends, restates, and replaces the Ninth Supplement in its entirety.
2. **Capitalized Terms.** Capitalized terms used in this Amended and Restated Ninth Supplement not otherwise defined herein shall have the same meanings as set forth in the Master Declaration.

3. **Access Roads and Pacifica Drive.**

   a. The owner of Lot 1 of Replat 30 has constructed and borne 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 Amended and Restated 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. The owner of Lot 1 of Replat 30 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 Osceola County, Florida (the “County”) and any additional improvements constructed by the owner of Lot 1 of Replat 30 or any other party.

   c. 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 Lots 1, 2, and 3 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.

   d. Declarant hereby declares that the Master Association shall be responsible for the performance of the ongoing maintenance and repair of Pacifica Drive, including, without limitation, all paved areas, sidewalks, landscaping, lighting, and related improvements required by the County. The Master Association shall levy a Special Assessment against the Benefitted Roadway Parcels for the costs of such ongoing maintenance and repair of Pacifica Drive, so that such costs are allocated to and borne by the respective owners of the Benefitted Roadway Parcels.
and their successors and assigns. The amount of Special Assessments levied upon the owner of or any portion of the Benefitted Roadway Parcels share be the respective “Pro-Rata Share” of each of the Benefitted Roadway Parcels. The total acreage within the Benefitted Roadway Parcels is 38 acres. The “Pro-Rata Share” for Lot 1 of Replat and Lot 2 of Replat is 47.46% based upon the total acreage within Replat 28 of 18.036 acres. The “Pro-Rata Share” for Lot 1 of Replat 30, Lot 2 of Replat 30, and Lot 3 of Replat 30 is 52.54% based upon the total acreage with such Lots of 19.964 acres.

4. **Stormwater Drainage System.** Developer constructed the Retention Pond after the closing of the sale of Lot 1 of Replat 30 to OHI, upon Tract A of Replat 30 and on a portion of Lot 1 of Replat 30. OHI has performed, 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 sized adequately to accommodate the drainage from the Benefitted Drainage Parcels. In addition to being responsible for the performance of all ongoing maintenance and repair obligations on Lot 1 of Replat 30, OHI shall be responsible for the performance of all ongoing maintenance and repair obligations for any drainage facilities within the remainder of Replat 30 and not located on Lot 1 of Replat 30.

OHI shall also be responsible for the performance of all ongoing maintenance and repair obligations for the Retention Pond.

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 September 15, 2017; (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 September 15, 2017, OHI 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 September 15, 2017.

b. 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; provided, however, that 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; and

c. Any freestanding retail use (specifically excluding any ancillary retail uses located within a medical, office, or hospital facility) must be approved in advance by the Developer, which approval shall not be unreasonably withheld or delayed.

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 Amended and Restated 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 Amended and Restated Ninth Supplement, the Master Declaration shall remain in full force and effect. Accordingly, nothing contained in this Amended and Restated 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 Amended and Restated Ninth Supplement and the terms and provisions of the Master Declaration, the terms and provisions of this Amended and Restated Ninth Supplement shall control. From and after the recording of this Amended and Restated Ninth Supplement, in the Public Records of Osceola County, Florida, all references to the Master Declaration shall refer to and include this Amended and Restated Ninth Supplement.

8. [RESERVED].

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 PAGES FOLLOW]
IN WITNESS WHEREOF, this Amended and Restated 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:

Karen A. Ferraro
Print Name: Karen A. Ferraro

Julie F. Smoak
Print Name: Julie F. Smoak

“DEVELOPER”

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: Thomas M. Roehlk
Vice President and Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7 day of August, 2019, by Thomas M. Roehlk, as Vice President and Secretary of DEERFIELD LAND CORPORATION, a Delaware corporation, on behalf of the corporation. He [✓] is personally known to me or has produced ____________________ as identification.

Affix Notary Stamp/Seal:

JULIE F. SMOAK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF92739
Expires 7/16/2020

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CONSENT AND JOINDER

Orlando Health, Inc., a Florida not-for-profit corporation, hereby joins in and consents to this Amended and Restated Ninth Supplement and to all of the terms and conditions set forth herein.

WITNESSES:

[Signature]
Print Name: Aaron Boffingham

[Signature]
Print Name: Melissa Batdes

ORLANDO HEALTH, INC.,
a Florida not-for-profit corporation

By: Matthew S. Taylor

Name: Matthew S. Taylor
Title: Vice President, Asset Strategy
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Orange:

The foregoing instrument was acknowledged before me this 7th day of August, 2019, by Matthew S. Taylor, as Vice President, Asset Strategy, a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced __________________________ as identification.

Affix Notary Stamp/Seal:

[Notary Stamp]
Michelle M. Allen
NOTARY PUBLIC
CONSENT AND JOINDER

San Mateo Crossing, LLC, a Florida limited liability company, as the fee simple owner of Lot 1 of Replat 28 and Lot 2 of Replat 28, hereby joins in and consents to this Amended and Restated Ninth Supplement and to all of the terms and conditions set forth herein.

WITNESSES:

Ronald Roan
Print Name: Ronald Roan

Jennifer Talavera
Print Name: Jennifer Talavera

SAN MATEO CROSSING, LLC,
a Florida limited liability company
By: Eastwind San Mateo, LLC, Manager
By: John F. Weir
Name: John F. Weir
Title: Manager
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this ___ day of August, 2019, by John F. Weir, as Manager of San Mateo Crossing, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced [signature] as identification.

Affix Notary Stamp/Seal:

[Notary Stamp]

PATRICIA G. LANE
NOTARY PUBLIC

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EXHIBIT "A"

Electrical Site Photometric Plan

Exhibit "A"
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.

AND

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.

END OF EXHIBIT “B”