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

THIS TWELFTH SUPPLEMENTAL DECLARATION TO THE MASTER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OSCEOLA CORPORATE CENTER (the “Twelfth Supplement”) is made effective as of this
27th day of September, 2019, by DEERFIELD LAND CORPORATION, a
Delaware corporation (“Developer”), whose address is 14901 South Orange Blossom Trail,
Orlando, Florida 33837.

RECATALS:

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; and as further amended by that certain Tenth Supplemental Declaration to the Master Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center recorded in Official Records Book 5409, Page 453; and as further amended by that certain Eleventh Supplemental Declaration to the Master Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center to be recorded in the Public Records of Osceola County, Florida; and as further amended by that certain Amended and Restated Ninth Supplemental Declaration to the Master Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center recorded in Official Records Book 5570, Page 1136; all of the Public Records of Osceola County, Florida (collectively, the "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 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 obtained the approval of the Osceola County Board of County Commissioners for the Replat of OSCEOLA CORPORATE CENTER – REPLAT NINETEEN, according to the plat thereof, as recorded in Plat Book 21, Pages 130 and 131 of the Public Records of Osceola County, Florida ("Existing Plat"), and is in the process of replatting the Existing Plat in order to create six (6) developable lots to convey to third party users, together with Tracts "B" and "C" for drainage and retention, and which replat is identified as OSCEOLA CORPORATE CENTER – REPLAT THIRTY THREE, according to the plat thereof, as recorded in Plat Book 28, Pages 119 and 120, of the Public Records of Osceola County, Florida ("Replat 33").

E. Replat 33 shall create Lots 1, 2, 3, 4, 5 and 6 of Replat 33, all of which are legally described on Exhibit “A” attached hereto and made a part hereof (collectively, the “Benefitted Drainage Parcels” or the “Benefitted Roadway Parcels” as the context may require), which
Benefitted Drainage Parcels will benefit from the use of the retention ponds to be constructed by the Developer or its designee on Tracts B and C of Replat 33, as part of the master stormwater drainage system permitted by the South Florida Water Management District pursuant to that certain modification to the South Florida Water Management District Permit No. 49-00477-S, which modification is identified as Permit Modification No. 49-00477-S dated June 6, 2016 (the “SFWMD Permit Modification”), that will accommodate the stormwater and surface water drainage from all development of the platted Lots and Tracts in Replat 33 (the “Retention Ponds”), together with drainage pipes, berms, swales and related drainage facilities (the “Drainage Facilities”) to accommodate the flow of stormwater and surface water drainage from the Benefitted Drainage Parcels as well as the flow of stormwater and surface water drainage from portions of internal roadways within or adjacent to Replat 33.

F. The Developer created the following Tracts on Replat 33 for the following purposes: (i) Tract A is for open space; (ii) Tracts B and C are for the Retention Ponds for the retention and detention of stormwater and surface water drainage and the related Drainage Facilities; and (iii) Tract 1 is a roadway extending northward along the westerly boundary of Replat 33 that provides access to Mary Louis Lane.

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 Twelfth Supplement.

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

3. Access Road and Utilities.

(a) Developer has platted private roadways lying partially within the boundaries of the Lots as depicted on Replat 33 for vehicular and pedestrian ingress and egress with curb cuts on Orange Avenue and Mary Louis Lane, for access to and among Lots 1 through 6 of Replat 33 to Orange Avenue, and Tract 1 for access to Mary Louis Lane, all as more particularly depicted on the copy of Replat 33 attached hereto as Exhibit “B” and made a part hereof (the “Access Road or collectively, the “Access Roads”). The Access Roads (other than Tract 1) shall be constructed within the platted right of way areas within the boundaries of the Lots as depicted on Replat 33. Upon the sale by the Developer of each of Lots 1, 2, 3, 4, 5 and 6 of Replat 33, the third party purchaser of each applicable Lot(s) (each, a “Third Party Purchaser”) shall be obligated to construct and be responsible for the payment of the Access Road Costs (as hereinafter defined) and for the performance of the construction of the portion of the Access Roads
located adjacent to each of its respective Lot(s), including, without limitation, the Access Roads curb cuts and entranceways into the development within Replat 33 from Orange Avenue and Mary Louis Lane which are located adjacent to such Lots, on Replat 33, if applicable. The first Third Party Purchaser that acquires a Lot within Replat 33 shall be responsible for the construction of the segment of the Access Road located within and adjacent to such Lot, including the curb cut onto Orange Avenue and Mary Louis Lane if the adjacent portion of the Access Road abuts the curb cut access areas for the Access Road as shown on Replat 33.

(b)(i) Developer grants, declares and establishes for the benefit of each applicable Third Party Purchaser a non-exclusive temporary construction easement over, upon, on, across, under and through the area within each of Lots 1, 2, 3, 4, 5 and 6 of Replat 33, as applicable, as necessary for the construction activities for the Access Roads and for the storage of equipment and materials during construction by such Third Party Purchaser; provided, however, such temporary construction easement shall be no greater than thirty (30) feet into the boundary of the applicable Lot. The temporary construction easement shall not unreasonably interfere with the use of the servient parcel and shall terminate automatically upon the issuance of a certificate of completion for the portion of the Access Road constructed by such Third Party Purchaser. Upon termination of the temporary construction easement, all construction materials and equipment shall be removed and any portion of the Lot not within the Access Road constructed shall be restored to its prior condition. Notwithstanding the foregoing, upon request from the Developer or any Third Party Purchaser, the Third Party Purchaser(s) agree to execute and record a Termination of Temporary Construction Easement prepared by the Master Association in the public records of Osceola County, Florida. All Access Road Costs (as hereinafter defined) shall be borne by the applicable Third Party Purchaser(s) of Lots 1, 2, 3, 4, 5 or 6 of Replat 33 performing such work, and shall be reimbursed by the other Third Party Purchaser(s) of Lots within Replat 33 for their Pro-Rata Share to the constructing Third Party Purchaser.

(ii) In the event any of the Third Party Purchasers of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 acquire Lots prior to the sale of all of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 (the first Third Party Purchaser of which is obligated to construct the segment of the Access Road located adjacent to its respective Lot pursuant to Section 3(a) above), such Third Party Purchasers shall have the right, but not the obligation, to elect to construct the entire Access Roads and curb cuts onto Orange Avenue and Mary Louis Lane, and the temporary construction easement set forth in Section 3(b)(i) above shall benefit and inure to such Third Party Purchaser during any of its construction activities adjacent to Lots 1, 2, 3, 4, 5 and 6 of Replat 33. Once the Access Road construction has been completed and a certificate of completion has been issued by Osceola County, Florida, the temporary construction easement granted under this Twelfth Supplement shall automatically terminate as set forth in Section 3(b)(i) above and a Termination of Temporary Construction Easement shall be executed and recorded as set forth in Section 3(b)(i) above.

(iii) Developer further hereby grants, declares and establishes reciprocal cross access easements which are non-exclusive and perpetual, for the benefit of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 upon completion of construction of the Access Roads, over all paved portions
of the Access Roads for vehicular ingress and egress and reciprocal cross access easements over any sidewalks adjacent to the Access Roads for pedestrian ingress and egress, which easements shall run with title to each of the Lots within Replat 33, to allow for the free access and movement over all of the Access Roads and entranceways onto Orange Avenue and Mary Louis Lane.

(c)(i) Each Third Party Purchaser of each of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 shall be required to construct, extend and install all utilities, including, without limitation, water and sewer pipes and facilities, stormwater pipes and facilities, natural gas pipes and facilities, and underground electric lines and telecommunications fiber and cabling (hereinafter collectively referred to as the “Utilities Facilities”), by tie-in and connection to the existing Utilities Facilities that either lie within the right of way of Orange Avenue or which may have been extended elsewhere within Replat 33 prior to the recordation of this Twelfth Supplement. Each Third Party Purchaser shall extend the Utilities Facilities from their existing stub out locations over, under, through, and across the necessary areas of Replat 33 and within the platted utility easement areas within the Lots situated in Replat 33 (each such area being hereinafter referred to as a “Utility Easement Area” and collectively as the “Utility Easement Areas”), all pursuant to a master utility plan prepared by Harris Civil Engineers and approved by Developer for Replat 33. All costs associated with the design, engineering, surveying, tie-in, connection, permitting, construction and installation of the extension of the Utilities Facilities as set forth herein shall be borne by the applicable Third Party Purchaser(s) of Lots 1, 2, 3, 4, 5 or 6 of Replat 33 performing such work. Developer hereby grants, declares, and establishes a non-exclusive temporary construction easement in favor of itself and the applicable Third Party Purchaser, together with the right of access over, upon, on, across, under and through the portion of the Utilities Easement Areas lying within each respective Lot to provide the right of access and construction as necessary or expedient for the extension of the Utilities Facilities.

(ii) In connection with the extension of the Utilities Facilities to Lots 1, 2, 3, 4, 5 and 6 of Replat 33, each of the Third Party Purchasers of Lots agree to cooperate in good faith and to execute and deliver any reasonably requested utility easements over any of the Utility Easement Areas to the providers of utilities services.

(d)(i) The Third Party Purchaser of any of Lot 1, 2, 3, 4, 5 or 6 of Replat 33 that performs the construction, installation and extension of the Access Road located adjacent to its Lot(s), including, without limitation, the Access Roads curb cuts and entranceways into the development within Replat 33 from Orange Avenue, if applicable, pursuant to Section 3(a) above shall be entitled to reimbursement from the Third Party Purchaser(s) of Lot(s) on which such Access Road was constructed in the amount of such Third Party Purchaser(s) Pro-Rata Share of the Access Road Costs incurred by the Third Party Purchaser performing such work. The Third Party Purchaser of any of Lot 1, 2, 3, 4, 5 or 6 of Replat 33 that performs the construction, excavation and installation of Retention Ponds and/or performs the construction or installation of Drainage Facilities (to the extent such Drainage Facilities serve the other Lots within Replat 33 to accommodate the stormwater and surface water drainage from the developments of such other Lots within Replat 33) pursuant to Section 4 below shall be entitled to reimbursement from the

ACTIVE 43609180v6
other Third Party Purchasers for their Pro-Rata Share of the Retention Pond Construction Costs incurred by the Third Party Purchaser performing such work. The reimbursements required by this paragraph shall be made upon (i) the acquisition of each of the other respective Lots; or (ii) within thirty (30) days written notice from the Third Party Purchaser performing the work, together with supporting documentation, to any Third Party Purchasers who have already acquired other Lots within Replat 33 but have not paid the amounts due from them pursuant to this paragraph. In this manner, each of the Third Party Purchasers of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 shall pay the amounts due from them pursuant to this paragraph. In the event any invoice for reimbursement has not been paid in full by the expiration of such period (if applicable), the Third Party Purchaser which incurred the costs shall have the right to record a claim of lien in the public records of Osceola County, Florida, against the other Third Party Purchasers' Lot(s) which has not paid the amounts due from it pursuant to this paragraph, together with reasonable attorney's costs and fees, and such unpaid amount shall bear interest at the rate of twelve percent (12%) per annum.

(e) Developer may, in its sole discretion, enter into a master construction contract for the construction of a portion of or the entire Access Roads. Deerfield hereby grants, declares and establishes a non-exclusive perpetual access easement, together with a temporary construction easement for use by Developer as the benefitted party for the construction of the Access Roads within the platted easement areas for right of way within Lots 1, 2, 3, 4, 5 and 6 of Replat 33. In the event the Developer enters into a master construction contract and constructs the entire Access Road required of the Third Party Purchasers hereunder, then each of the Third Party Purchasers of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 shall be responsible for paying Developer each respective Lot(s) Pro-Rata Share of the Developer's Access Roads Costs. In the event any of the Third Party Purchasers of such Lots do not reimburse Developer its Pro-Rata Share of the Access Roads Costs incurred by Developer either (i) within thirty (30) days after receipt of written notice with an invoice and supporting documentation if the Third Party Purchaser has already acquired its Lot; or (ii) at the closing of the acquisition of any of Lots 1, 2, 3, 4, 5 or 6 of Replat 33 that may still be owned by Developer, Developer shall be entitled to record a lien upon such applicable Lot in the amount of the unpaid Access Roads Costs, together with Developer's reasonable attorney's fees and costs, as applicable, and such amount shall bear interest in favor of Developer at a rate of twelve percent (12%) per annum from the recording of such lien in the public records of Osceola County, Florida until payment in full. In the alternative, the Developer may cause the Master Association to levy a special assessment pursuant to the Declaration against each of the Lots within Replat 33 in the amount of each Lot Owner's Pro-Rata Share of the Developer's Access Road Costs together with reasonable attorney's fees and costs. The Master Association shall have all rights and remedies with respect to collection of the special assessments as set forth in the Declaration.

(f) In the event any Third Party Purchaser of any of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 shall fail to commence construction of the portion of the Access Roads located adjacent to its respective Lot as depicted on Replat 33 within six (6) months of its acquisition thereof (hereafter, a "Non-Performing Owner"), Developer or any of the other Third Party Purchasers of any of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 may then be the owner of any of such Lots(s)
(hereafter, a "Performing Owner") shall have the right to construct or complete any construction already commenced on the Access Roads adjacent to such Non-Performing Owner’s Lot, and, upon completion thereof, the Non-Performing Owner shall pay to Developer or the Performing Owner, as applicable, its Pro-Rata Share of the Access Roads Costs. In order for a Performing Owner to exercise its right to construct the portion of the Access Roads lying within a Non-Performing Owner’s Lot, such Performing Owner must provide thirty (30) days prior written notice to both the Non-Performing Owner and the Developer, in accordance with the notice provisions of the Declaration. Developer, upon request, shall provide the requesting Performing Owner with the contact information for notices to a Non-Performing Owner. In the event Developer or the Non-Performing Owner shall provide written notice to the Performing Owner within such thirty (30) day period stating that it will begin construction and provide a copy of the construction contract or joinder to an existing master construction contract for the entire Access Roads, the Performing Owner shall not have the right to undertake construction of such portion of the Access Roads unless such Non-Performing Owner shall fail to commence such construction within said time period. The Non-Performing Owner shall be obligated to reimburse the Performing Owner for all of its actual documented Access Roads Costs, together with interest thereon at a rate of twelve percent (12%) per annum, and reasonable attorney’s fees and costs. The Performing Owner or the Developer, as applicable, may record a lien against the Non-Performing Owner’s Lot in the amount of the unpaid Access Roads Costs, together with reasonable attorney’s fees and costs, which lien shall be subordinate to any purchase money mortgage then of record or recorded in the future against the Non-Performing Owner’s Lot. The Performing Owner shall release the lien for Access Roads Costs upon payment in full by the Non-Performing Owner. The Developer, in the alternative, may cause the Master Association to levy a special assessment pursuant to the Declaration against the Non-Performing Owner’s Lot in the amount of such unpaid Pro-Rata Share. The Master Association shall have all rights and remedies with respect to collection of the special assessments as set forth in the Declaration.

For the purposes hereof, “Access Roads Costs” shall mean the total cost for the design, alignment, engineering, permitting, grading and the construction of the Access Roads, together with any sidewalks, gutters and landscaping and the costs of street lighting; and “Pro-Rata Share” shall mean the actual Pro-Rata Share of the Access Roads Costs and/or Retention Pond Construction Costs, as applicable, based upon the actual amount of acreage within each of Lots 1, 2, 3, 4, 5 and 6 of Replat 33, respectively and as applicable, to the total combined acreage within all of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 as identified on the Pond Pro-Rata Calculation Table attached hereto as Exhibit “C” and incorporated by reference (the “Pond Pro-Rata Table”). “Pro-Rata Share” may also mean, when used in the context of dividing costs between a subset of less than all of the Lots, the Pro-Rata Share of the particular Lot based on the actual amount of acreage within such Lot to the total acreage of all Lots that are cost sharing an expense hereunder based on the acreages set forth in the Pond Pro-Rata Table.

For completion of construction of the Access Roads, and issuance of a certificate of completion by the County, or its equivalent (if applicable), each of the Lot owners within Replat 33 shall be responsible for paying, and demonstrating payment to Developer, of its
Pro-Rata Share of the Access Roads Costs. Additionally, after completion and construction of the Retention Ponds and Drainage Facilities (as hereinafter defined), each of the Lot owners shall be responsible for paying and demonstrating payment to Developer of its Pro-Rata Share of such Retention Pond Construction Costs (as hereinafter defined). To the extent any of the Third Party Purchasers of Lots within Replat 33 has paid more than its Pro-Rata Share of the Access Roads Costs and/or the Retention Pond Construction Costs, such Third Party Purchaser shall have a right to payment from the other Third Party Purchasers of Lots in the amount of each Lot’s Pro-Rata Share to reimburse it for the amount spent in excess of such Third Party Purchaser’s Pro-Rata Share. In order to facilitate the orderly collection of reimbursement funds from Third Party Purchasers of Lots that have not contributed their Pro-Rata Share of the total Access Roads Costs, and/or the Retention Pond Construction Costs, each Third Party Purchaser which has incurred Access Roads Costs, and/or the Retention Pond Construction Costs, shall provide written notice to the Developer documenting the total Access Roads Costs, and/or the Retention Pond Construction Costs, paid, together with supporting documentation. Developer shall then notify each Third Party Purchaser of a Lot within Replat 33 of the amount of additional funds that are required to be paid so that all Third Party Purchasers shall have paid no more than its Pro-Rata Share. The Developer shall appoint an escrow agent to receive all required additional Pro-Rata Share payments from the Third Party Purchasers which have not paid their Pro-Rata Share. Upon receipt of all required payments, the Developer shall direct the escrow agent to disburse the funds to each Third Party Purchaser that incurred Access Roads Costs, and/or the Retention Pond Construction Costs, in the amount required to reduce the costs paid to their respective Pro-Rata Share. In the alternative, the Developer may cause the Master Association to levy a special assessment against each of the Lots (which is also a personal obligation under the Declaration of the Owners of such Lots) which have not paid their respective Pro-Rata Share contributions of the Access Roads Costs and/or the Retention Pond Construction Costs, in the amount of such unpaid amounts. All Third Party Purchasers which have not paid its Pro-Rata Share within thirty (30) days of the levy of a special assessment by the Association shall be subject to the Association’s right to record a claim of lien in the public records of Osceola County, Florida against such Third Party Purchaser’s Lot, together with any other rights and remedies available to the Master Association under the Declaration, including, without limitation, the accrual of interest, and attorney’s fees and costs.

(h) After the completion of construction of the Access Roads and receipt of a certificate of completion from 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, street landscaping, lighting, and related improvements required by the County and any additional improvements constructed as part of the Access Roads (the costs of such maintenance and repair is hereinafter referred to as the “Roadway Maintenance Costs”). The Master Association shall levy special assessments on the respective Owners of each of the Benefitted Roadway Parcels for its respective Pro-Rata Share of the Roadway Maintenance Costs, in accordance with the terms of the Declaration relating to special assessments and shall have all rights and remedies available under the Declaration to enforce the collection of the Roadway Maintenance Costs, including, without limitation, recording a claim of lien in the public records.
of the County, and charging interest and attorney’s fees and costs.

(i) Nothing contained herein shall be deemed to grant any access rights over any of the platted lands within Replat 33 other than the Access Roads and any Utility Easement Areas, but with respect to the Utility Easement Areas, only to the extent necessary to exercise a party’s rights under a utility easement granted in this Twelfth Supplement.

4. Stormwater Drainage System. Developer has designed the Retention Ponds and the construction and installation of any related Drainage Facilities to be located on Tracts B and C of Replat 33, and which are designed to accommodate all of the stormwater and surface water drainage flow from the Benefitted Drainage Parcels. The Third Party Purchaser of Lot 5 of Replat 33 shall be required to construct two (2) of the Retention Ponds subject to this terms and provisions of this Section 4. Developer has designed the stormwater and surface water management system so that there will be three (3) Retention Ponds, however, the Third Party Purchaser of Lot 5 of Replat 33 shall only be required to construct two (2) Retention Ponds, with an option in its discretion to construct the third Retention Pond. Developer has also designed drainage pipes that serve the Benefitted Drainage Parcels and which drainage pipes run along the eastern boundary of Orange Avenue adjacent to Replat 33. Each of the Third Party Purchasers of each of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 shall be required to construct, in addition to its portion of the Access Roads, and at the time of the extension of the Utilities Facilities (if applicable to such Lot) or construction of the Access Roads, the construction and installation of drainage pipes and any necessary or required related berms, swales, or other drainage facilities, together with all design and engineering work required to connect to the master stormwater and surface water drainage system that drains into the Retention Ponds and sized adequately to accommodate the drainage from each of such Benefitted Drainage Parcels or to construct the third Retention Pond. The Developer or the owner of each of the other Benefitted Drainage Parcels shall construct and install all drainage pipes, any necessary or required berms or swales, and any other drainage facilities to connect to the master stormwater and surface water drainage system or their individual Lot in accordance with any approved Site Development Plan and sized adequately to accommodate the flow of drainage from each of such other Benefitted Drainage Parcels.

The Third Party Purchaser of any Lot within Replat 33 shall be entitled to a reimbursement from the other Third Party Purchasers of Lots within Replat 33 of their Pro-Rata Share of all costs incurred for the construction, excavation and installation of all Retention Ponds and of all costs incurred for the construction and installation of Drainage Facilities (to the extent such Drainage Facilities serve the other Lots within Replat 33 to accommodate the stormwater and surface water drainage from the developments of such other Lots within Replat 33) (the “Retention Pond Construction Costs”). The process for reimbursement to the Third Party Purchaser of the Pro-Rata Share of the Retention Pond Construction Costs allocable to the other Lots within Replat 33 shall be as set forth in Section 3(d)(i) and in Section 3(g) hereinafore.

The Master Association shall be responsible for the performance of all ongoing maintenance and repair obligations for the entire stormwater and surface water management
system located within the common areas of Replat 33 serving the development on Replat 33 and the County Road Parcel, including, without limitation, the Retention Ponds and Drainage Facilities located within Replat 33, together with landscaping maintenance and water treatment (the costs of such maintenance and repair is hereinafter referred to as the “Drainage System Maintenance Costs”).

The Master Association shall levy a special assessment for the Drainage System Maintenance Costs incurred by it upon each of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 for payment of each Lot’s respective Pro-Rata Share of the Drainage 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 is set forth for each of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 on the Pond Pro-Rata Table.

5. **Prohibited Uses.** The following uses are prohibited on any of Lots 1, 2, 3, 4, 5 and 6 of Replat 33:

   (a) No portion of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 shall be used for: (a) a retail warehouse, home improvement center, lumber yard, building material supply center, or home improvement service center in excess of 25,000 square feet of air conditioned retail space, or (b) any retail store or center similar to that of Lowe’s, Home Depot, Builder’s Square, 84 Lumber, and/or Wickes, which purposes Grantor represents and warrants Grantor is expressly prohibited from permitting pursuant to 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, of the Public Records of Osceola County, Florida.

   (b) No portion of any of Lots 1, 2, 3, 4 and 6 of Replat 33 may be used for the purpose of developing a gas station.

   (c) No portion of any of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 may be used for 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. Additionally, 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.

   (d) Prior to September 27, 2022, no portion of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 shall be used or developed for use as an assisted living facility.

   (e) Prior to June 28, 2020, no portion of Lots 1, 2, 3, 4, 5 and 6 of Replat 33 shall be used or developed for use as a self-storage facility.

   (f) No medical or medical office uses are permitted, but the following uses shall not be deemed medical or medical 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.

(g) All of the real property subject to this Twelfth Supplement shall also be subject to the use restrictions set forth in the Ninth Supplement to the Master Declaration.

6. **Additional Prohibited Uses.** The Developer hereby amends the Master Declaration to provide that no structure on any part of the Properties subject to this Twelfth 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. The Developer hereby further amends the Master Declaration to provide that no gas station shall be a permitted use for Lots 1, 2, 3, 4 and 6 of Replat 33.

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

8. **Successors and Assigns.** The terms and provisions hereof shall be binding upon and inure to the benefit of each owner of the Lots and Tracts within Replat 33, and their respective successors and assigns.

9. **Construction Standards.** All construction work performed by Third Party Purchasers hereunder shall be performed in a good and workmanlike manner, lien free, in accordance with all approved plans and specifications, and in compliance with all applicable permits, laws, statutes, ordinances, and regulations.

[SIGNATURES ON NEXT PAGE]

ACTIVE 43609180v6
IN WITNESS WHEREOF, this Twelfth Supplement has been executed by the Developer in the manner and form sufficient to bind them as of the date first above stated.

WITNESSES:

DIANE C. SHERIFF JR
Print Name: DIANE C. SHERIFF JR

JULIE F. SMOAK
Print Name: JULIE F. SMOAK

"DEVELOPER"

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: THOMAS M. ROEHLK
Vice President and Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of September, 2019, by Thomas M. Roehlk, as Vice President and Secretary of DEERFIELD LAND CORPORATION, a Delaware corporation, on behalf of the corporation. He [V] is personally known to me or has produced __________________________ as identification.

JULIE F. SMOAK
NOTARY PUBLIC
STATE OF FLORIDA
Comm: FF982739
Expires 7/16/2020

(Signature of Notary Public)
JOINDER AND CONSENT

Signed, sealed and delivered in the presence of:

[Signature]
Print: William O'Connor

[Signature]
Print: Gerald Zizman

THREE STICKS CAPITAL, LLC,
a Florida limited liability company

By: [Signature]
Print Name: John F. O'Connor

Its: AUTHORIZED MEMBER

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 25th day of September, 2019, by JOHN F. O'CONNOR, as the AUTHORIZED MEMBER of THREE STICKS CAPITAL, LLC, a Florida limited liability company, on behalf of said limited liability company. He [ ] is personally known to me or [ ] produced as identification.

Affix Notary Stamp/Seal Below:

[Notary Stamp]

BROHA MARY O'REHAN
Notary Public, State of New York
No. 01CR6396347
Qualified in Westchester County
Commission Exp. 06-19-2023

Joinder and Consent to Twelfth Supplemental Declaration
EXHIBIT “A”

Benefitted Drainage Parcels

Lots 1, 2, 3, 4, 5 and 6 of OSCEOLA CORPORATE CENTER-REPLAT THIRTY THREE, according to the plat thereof, as recorded in Plat Book 28, Pages 119 and 120, of the Public Records of Osceola County, Florida.
EXHIBIT “C”

Pond Pro-Rata Table
# Lots 22-23 / POND 401(A, B & C) AND ROADS SHARE CALCULATIONS

<table>
<thead>
<tr>
<th></th>
<th>Buildable Area (Acres)</th>
<th>Interior Roadway Share (Acres)</th>
<th>Road Tract 1 Share</th>
<th>Pond Share (Acres)</th>
<th>Lot Size (Acres) Per Plat</th>
<th>Percentage of Total Area %</th>
<th>Total Area (Acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT 1</td>
<td>3.967</td>
<td>0.806</td>
<td>0.611</td>
<td>1.335</td>
<td>4.830</td>
<td>21.29%</td>
<td>6.108</td>
</tr>
<tr>
<td>LOT 2</td>
<td>2.787</td>
<td>0.635</td>
<td>0.480</td>
<td>1.050</td>
<td>3.800</td>
<td>16.75%</td>
<td>4.472</td>
</tr>
<tr>
<td>LOT 3</td>
<td>4.289</td>
<td>0.828</td>
<td>0.627</td>
<td>1.371</td>
<td>4.960</td>
<td>21.86%</td>
<td>6.488</td>
</tr>
<tr>
<td>LOT 4</td>
<td>2.828</td>
<td>0.503</td>
<td>0.381</td>
<td>0.833</td>
<td>3.013</td>
<td>13.28%</td>
<td>4.164</td>
</tr>
<tr>
<td>LOT 5</td>
<td>2.868</td>
<td>0.521</td>
<td>0.394</td>
<td>0.862</td>
<td>3.120</td>
<td>13.75%</td>
<td>4.252</td>
</tr>
<tr>
<td>LOT 6</td>
<td>2.741</td>
<td>0.496</td>
<td>0.375</td>
<td>0.820</td>
<td>2.969</td>
<td>13.08%</td>
<td>4.058</td>
</tr>
<tr>
<td>Tract A</td>
<td>1.266</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1.266</td>
</tr>
<tr>
<td>Tract B</td>
<td>2.307</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.307</td>
</tr>
<tr>
<td>Tract C</td>
<td>4.539</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4.539</td>
</tr>
<tr>
<td>Road Tract 1</td>
<td>2.869</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.869</td>
</tr>
<tr>
<td>Interior Roads</td>
<td>3.789</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3.789</td>
</tr>
<tr>
<td>Pond 401 Pacrel Size</td>
<td>6.846</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6.846</td>
</tr>
<tr>
<td>Interior Roadway Tracts in Pond Tract</td>
<td>0.575</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.575</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>33.675</strong></td>
<td><strong>3.789</strong></td>
<td><strong>2.869</strong></td>
<td><strong>6.271</strong></td>
<td><strong>22.692</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>29.541</strong></td>
</tr>
</tbody>
</table>

Notes:
1- Tract B has 0.218 Acres of the interior roadway tract.
2- Tract C has 0.357 Acres of the interior roadway tract.