Declaration of Covenants and Restrictions

Deerfield Land Corporation, a Delaware corporation, as the Owner of the Property as defined and described herein, and as Declarant hereunder, hereby declares that said Property shall from the date hereof, be owned and conveyed subject to the following protective covenants and restrictions.

ARTICLE I – GENERAL

1. **Property.** The covenants and restrictions set forth herein are declared imposed with respect to the real Property described on the Exhibit “A” attached hereto (the “Property”).

2. **Definitions.**
   a. “Hazardous Substance” means any substance which is defined as a hazardous substance in 42 USC §9601(14), or which is designated as a hazardous substance in 40 CFR §302.4(1987).
   b. “Owner” means each person or entity that is or becomes the record Owner of a fee interest in the Property, or any part thereof, and the heirs, successors, legal representatives, and assigns thereof.

ARTICLE II – PROTECTIVE COVENANTS AND RESTRICTIONS

1. **Prohibited Uses.** The commercial or industrial use of Hazardous Substances in regulated quantities on the Property by any Owner or holder of a leasehold interest is prohibited except as set forth in herein. Any leases conveying a leasehold interest in the Property entered into after the date of the recording hereof shall specifically refer to this restriction.

2. **Notwithstanding the above-referenced restriction, Hazardous Substances may be used in regulated quantities and uses by an Owner or holder of a leasehold interest on the Property, provided that the manner and method of such use is in compliance with regulations of each governmental body or agency having jurisdiction with regard to such use; and provided that such commercial or industrial users shall provide at least one-half inch of dry detention or retention pre-treatment of storm water run off from the portion of the Property involved in such use as part of required retention/detention and that the Owner or holder of a leasehold interest shall obtain any permit or permit modification required by regulations of the South Florida Water Management District (hereinafter referred to as “SFWMD”) for such portion of the Property prior to such use.
ARTICLE III – MISCELLANEOUS

1. Amendment of Covenants/Restrictions/Waivers. Amendments to this Declaration must be approved in advance, in writing, by the SFWMD and the Declarant must have applied for and obtained any necessary permit modification. If approval for amendment is received from the SFWMD, then amendments may occur as set forth in this paragraph, Declarant acting unilaterally until the earlier of (a) twenty years after the date hereof or, (b) the date on which Declarant has conveyed to third parties more than seventy-five percent of the acreage within the Property, shall have the right to amend or modify these covenants and restrictions from time to time in whole or in part. The amendment or modification shall not bind or apply to the land of any Owner whose conveyance from Declarant is recorded prior to the date that the amendment or modification is recorded in the public records of Osceola County, Florida unless the Owner’s signature appears on the amendment or modification. These covenants and restrictions may also be amended by an affirmative vote of the Owners of not less than seventy-five percent of the acreage upon which these covenants and restrictions are imposed; provided, however, any amendment by the Owners must have the approval of Declarant if made prior to the date during which Declarant acting unilaterally may amend. Amendments to this Declaration to become effective must be recorded in the public records at Osceola County, Florida.

2. Duration; Termination of Covenants and Restrictions. Termination must be approved in advance, in writing, by the SFWMD and the Declarant must have applied and obtained any necessary permit modification. If approval for termination is received from the SFWMD, then termination may occur as set forth in this paragraph. These covenants and restrictions shall run with the Property and shall be binding upon all persons and parties hereafter acquiring any interest of any nature or kind, in any of the Property until twenty years from the date of recording of this Declaration at which time and on each tenth anniversary of such date, these covenants and restrictions shall be automatically renewed and extended unless terminated by the affirmative vote of the Owners of not less than seventy-five percent of the acreage on which these covenants and restrictions are imposed; provided, however, that any covenants and restrictions shall continue in full force and effect notwithstanding such affirmative vote to terminate, for so long as such covenants and restrictions are required by law or any regulation of any governmental body or agency having jurisdiction over the Property.

3. Enforcement. Enforcement of the provisions of this Declaration may be by Declarant or any Owner through proceedings at law or in equity against any entity or party violating or attempting to violate any provisions hereof, either to restrain the violation or to recover damages for both. Declarant shall have the right (in addition to any and not in limitation of any other valuable right or remedy) as an admitted equity and as a matter of absolute right to issuance of any injunction (mandatory or otherwise) by a Court of competent jurisdiction prohibiting any violations of the provisions of this Declaration and requiring the violation to be eliminated. The prevailing party in any legal proceeding brought to enforce the provisions of this Declaration or to obtain damages for breach of this Declaration shall be entitled to recover reimbursement for reasonable attorneys’ fees and costs.

4. The SFWMD shall have third party enforcement rights of the terms, provisions and restrictions of this Declaration. Enforcement of the terms, provisions and restrictions shall
be at the discretion of the SFWMD and any forbearance, on behalf of the SFWMD to exercise its rights hereunder.

Dated this 15th day of December, 2005.

WITNESSES:

D. Helen Ford
Print Name: D. Helen Ford

Pat A. Tait
Print Name: Patrice A. Tait

DEERFIELD LAND CORPORATION, a Delaware Corporation

By: 

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before this 15th day of December, 2005, by Thomas M. Roehlk, as Vice President of Deerfield Land Corporation, a Delaware corporation, who ☐ is personally known to me ☐ produced FL DRIVER'S LICENSE (type of identification) as identification.

Pat A. Tait
Notary Public – State of Florida
Printed Name: Patrice A. Tait
Commission No.: __________________________
My Commission Expires: __________________________

Patrice A. Tait
My Commission DD197739
Expires March 27, 2007
EXHIBIT “A”

PROPERTY

A portion of Tract “A”, OSCEOLA CORPORATE CENTER, as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at the Southeasterly most corner of Tract 1 (Greenwald Way) of OSCEOLA CORPORATE CENTER -REPLAT FOUR-, as recorded in Plat Book 17, Pages 99-100 of the Public Records of Osceola County, Florida, being on a point on a curve concave Southwesterly, having a tangent bearing of S.76°07'40"E., a radius of 4657.62 feet and a central angle of 04°47'32"; thence run Southeasterly along the arc of said curve and the Northerly right-of-way line of E. Osceola Parkway per Official Records Book 1187, Page 1038, Public Records of Osceola County, Florida, a distance of 389.57 feet to the POINT OF BEGINNING; thence run the following courses along the Southerly boundary of Wetland No. 17B per Official Records Book 1700, Page 1888, Public Records of Osceola County, Florida: thence N.18°39'52"E., a distance of 60.57 feet; thence N.40°00'22"E., a distance of 62.69 feet; thence S.87°30'42"E., a distance of 85.10 feet; thence N.56°06'18"E., a distance of 48.01 feet; thence N.03°54'13"E., a distance of 72.38 feet; thence N.82°59'57"E., a distance of 86.66 feet; thence N.41°13'28"E., a distance of 70.06 feet; thence N.68°20'40"E., a distance of 64.85 feet; thence S.64°08'28"E., a distance of 113.60 feet; thence N.87°52'10"E., a distance of 120.49 feet; thence N.87°39'24"E., a distance of 119.37 feet; thence S.79°31'38"E., a distance of 122.30 feet; thence N.85°44'59"E., a distance of 113.54 feet; thence N.81°34'17"E., a distance of 110.48 feet; thence N.58°38'27"E., a distance of 110.94 feet; thence N.57°34'31"E., a distance of 83.29 feet; thence N.88°27'42"E., a distance of 71.86 feet; thence S.48°48'10"E., a distance of 71.95 feet; thence S.71°52'24"E., a distance of 114.38 feet; thence N.88°01'37"E., a distance of 71.42 feet; thence S.81°14'20"E., a distance of 86.26 feet; thence S.67°21'38"E., a distance of 90.69 feet; thence S.70°52'26"E., a distance of 123.00 feet; thence S.89°06'24"E., a distance of 82.44 feet; thence N.75°17'21"E., a distance of 95.69 feet; thence S.82°29'20"E., a distance of 107.88 feet; thence N.86°14'09"E., a distance of 124.46 feet; thence S.63°19'06"E., a distance of 108.04 feet; thence S.83°46'58"E., a distance of 132.34 feet; thence S.66°18'48"E., a distance of 135.36 feet; thence S.80°11'39"E., a distance of 166.70 feet; thence N.87°18'25"E., a distance of 95.88 feet; thence N.83°06'47"E., a distance of 79.97 feet; thence S.19°32'11"E., a distance of 68.08 feet; thence S.17°15'59"E., a distance of 66.95 feet; thence S.13°26'07"E., a distance of 86.31 feet to a non tangent curve concave Southeasterly, having a tangent bearing of N.70°22'24"E., a radius of 1,489.00 feet and a central angle of 07°33'59"; thence run Northeasterly along the arc of said curve, a distance of 196.64 feet to a non tangent curve concave Southeasterly, having a tangent bearing of N.75°30'04"E., a radius of 1,243.97 feet and a central angle of 04°26'20"; thence run Northeasterly along the arc of said curve, a distance of 96.37 feet to a non tangent curve concave Southeasterly, having a tangent bearing of N.83°48'51"E., a radius of 1,483.52 feet and a central angle of 04°59'38"; thence run Northeasterly along the arc of said curve, a distance of 129.30 feet; thence S.89°56'58"E. along said Southerly boundary of Wetland No. 17B and an Easterly extension thereof, a distance of 82.75 feet; thence S.00°03'02"W. along the Westerly right-of-way line of U.S. Highway No. 441/State Road No. 500 & 600 (Orange Blossom Trail) per
Official Records Book 2019, Page 1679 of the Public Records of Osceola County, Florida, a
distance of 87.99 feet; thence N.89°56'58"W. along a line being an Easterly extension of the
Northerly boundary line of Wetland No. 17A per Official Records Book 1700, Page 1888 of the
Public Records of Osceola County, Florida, a distance of 82.03 feet to the Point of Curvature of a
curve concave Southeasterly having a radius of 965.05 feet and a central angle of 08°28'32";
thence continue Southwesterly along said Northerly boundary line of Wetland No. 17A and
along the arc of said curve, a distance of 142.75 feet; thence S.81°05'56"W., a distance of 113.83
feet to a non tangent curve concave Southeasterly, having a tangent bearing of S.75°58'17"W., a
radius of 1,411.00 feet and a central angle of 05°56'30"; thence run Southwesterly along the arc
of said curve, a distance of 146.32 feet; thence run the following courses along the Westerly
boundary line of said Wetland No. 17A; thence S.13°26'07"E., a distance of 2.83 feet; thence
S.09°56'53"E., a distance of 73.34 feet; thence S.30°41'28"W., a distance of 92.15 feet; thence
S.15°33'01"W., a distance of 19.15 feet; thence departing said boundary line of Wetland No.
17A run S.29°51'35"W., a distance of 74.81 feet; thence run the following courses along the
Westerly boundary of Wetland No. 25 per Official Records Book 1700, Page 1888 of the Public
Records of Osceola County, Florida; thence S.12°21'05"W., a distance of 86.49 feet; thence
S.08°51'01"W., a distance of 65.59 feet; thence S.10°33'36"W., a distance of 67.87 feet; thence
S.89°13'41"W., a distance of 52.46 feet; thence S.33°04'10"W., a distance of 52.28 feet; thence
S.28°39'51"W., a distance of 37.38 feet; thence S.66°11'24"W., a distance of 62.47 feet; thence
S.41°09'14"W., a distance of 63.95 feet; thence S.11°50'31"W., a distance of 36.90 feet; thence
S.29°39'32"W., a distance of 59.56 feet; thence S.10°06'17"W., a distance of 72.96 feet; thence
S.28°19'46"W., a distance of 48.85 feet; thence S.10°02'55"E., a distance of 27.11 feet; thence
S.04°09'34"E., a distance of 43.93 feet; thence S.23°27'47"W., a distance of 44.08 feet; thence
S.10°39'22"E., a distance of 23.79 feet; thence S.06°51'08"W., a distance of 34.56 feet; thence
S.44°02'50"E., a distance of 36.31 feet; thence S.05°42'41"E., a distance of 81.87 feet; thence
S.00°26'47"W., a distance of 43.08 feet; thence S.36°33'39"E., a distance of 34.99 feet; thence
S.07°24'18"W., a distance of 31.36 feet; thence S.13°40'21"E., a distance of 51.26 feet; thence
S.14°30'53"E., a distance of 57.02 feet; thence S.07°27'42"E., a distance of 64.97 feet to a non
tangent curve concave Northeasterly, having a tangent bearing of N.73°32'01"W., a radius of
1,920.03 feet and a central angle of 20°18'01"; thence run Northwesterly along the arc of said
curve and the Northerly right-of-way line of said E. Osceola Parkway, a distance of 680.28 feet
to the Point of Tangency; thence N.53°14'01"W., a distance of 981.41 feet to the Point of
Curvature of a curve concave Southwesterly, having a radius of 4,657.62 feet and a central angle
of 18°06'07"; thence run Northwesterly along the arc of said curve, a distance of 1,471.52 feet to
the POINT OF BEGINNING.

Containing 2,816,922 square feet or 64.668 acres, more or less.
CONSENT AND JOINDER OF MORTGAGEE

The undersigned, BANK OF AMERICA, N.A., in its capacity as Agent, the holder of that certain Mortgage recorded May 4, 2006 in Official Records Book 3148, Page 2950, Public Records of Osceola County, Florida and recorded May 4, 2006 in Official Records Book 8623, Page 1284, Public Records of Orange County, Florida (the “Mortgage”) hereby consents and joins in this Declaration of Covenants and Restrictions (the “Declaration”), to which this Consent is attached and further covenants and agrees that the lien of the Mortgage is and shall be subordinate to this Declaration as if the Declaration had been executed and recorded prior to the execution, delivery or recordation of the Mortgage.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 13 day of JUNE, 2006.

Witnesses:

Print Name: SARA D. GLASPER

Print Name: [Signature]

MORTGAGEE:

BANK OF AMERICA, N.A., in its capacity as Agent

By: [Signature]

Print Name: David L. Cathers

Its: Vice President

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 13 day of JUNE, 2006, by DAVID L. CATHERS as Vice President of BANK OF AMERICA, N.A., in its capacity as Agent. HE/SHE [HE] is personally known to me or [ ] has produced _______ as identification.

My Commission Expires: 10-30-06