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 this \textbf{26} day of May, 2016, be owned and conveyed subject to the following protective covenants and restrictions.

\textbf{ARTICLE I – GENERAL}

1.1 \textbf{Property}. The covenants and restrictions set forth herein are declared imposed with respect to the real property described on the \textbf{Exhibit “A”} attached hereto (the \textbf{“Property”}).

1.2 \textbf{Definitions}.

\begin{itemize}
\item a. \textit{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).
\item b. \textit{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.
\end{itemize}

\textbf{ARTICLE II – PROTECTIVE COVENANTS AND RESTRICTIONS}

2.1 \textbf{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 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.

2.2 \textbf{Permitted Uses}. 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 of 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 stormwater runoff 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

3.1 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 (75%) 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.

3.2 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 (75%) 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.

3.3 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 or 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.
3.4 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.

[Signature page follows]
[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the Declarant has signed and sealed these presents to be effective the day and year first written above.

Signed, sealed and delivered in the presence of these witnesses:

[Signatures]

Print Name: [Names]

DECLARANT:

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: [Signature]

Thomas M. Roehlk
Vice President and Secretary

STATE OF FLORIDA

COUNTY OF OSCEOLA

I hereby certify that the foregoing instrument was acknowledged before me this 20th day of May, 2016 by Thomas M. Roehlk, as the Vice President and Secretary of Deerfield Land Corporation, a Delaware corporation, on behalf of said corporation. He is [ ] personally known to me or [ ] has produced [Identification]

[Signature]

NOTARY PUBLIC

[Notary Seal]

ORL 299324986 006118.039700
EXHIBIT “A”

PROPERTY

Lots 1, 2 and 3, OSCEOLA CORPORATE CENTER – REPLAT TWENTY SEVEN, according to the plat thereof, as recorded in Plat Book 24, Pages 195 through 196, Public Records of Osceola County, Florida.

AND

Lot 8, OSCEOLA CORPORATE CENTER – REPLAT TWENTY THREE, according to the plat thereof, as recorded in Plat Book 23, Pages 189 through 192, Public Records of Osceola County, Florida.

END OF EXHIBIT “A”