

This Instrument Was Prepared
By and Should Be Returned To:
Steven R. Parson, Esquire
SHUTTS & BOWEN LLP
525 Okeechobee Blvd., Suite 1100
West Palm Beach, Florida 33401

A Portion of Tax Folio No.: 4334-702-0007-00/2

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed as of the 4th day of October, 2022, by **MATTAMY PALM BEACH LLC**, a Delaware limited liability company (the “**Grantor**”), whose mailing address is 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, FL 33426, to **GRBK GH0 BELTERRA, LLC**, a Florida limited liability company (the “**Grantee**”), whose mailing address is 590 NW Mercantile Place, Port St. Lucie, FL 34986.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is acknowledged, has granted, bargained, and sold to Grantee and Grantee’s heirs and assigns forever, the following described real property situate, lying, and being in St. Lucie County, Florida, and legally described as follows:

See **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”).

TOGETHER with all easements, tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the Property, and all the estate, right, title and interest whatsoever of the Grantor in and to the Property, with the hereditaments and appurtenances to the Property.

SUBJECT, however, to real property taxes and assessments for the year 2022 and subsequent years; zoning and other regulatory laws and ordinances; those matters described on **Exhibit “B”** attached hereto (“**Existing Exceptions**”) provided, however, that nothing herein shall be deemed to reimpose any of the foregoing; and those matters listed on **Exhibit “C”** attached hereto (“**Additional Covenants and Restrictions**”).

Grantor, as the successor “Developer” pursuant to Resolution 20-R05 by the City of Port St. Lucie adopting the Amended and Restated Development Order for the Southern Grove DRI, as memorialized by that Notice of Adoption of the Amended and Restated Development Order for the Southern Grove DRI recorded in Official Records Book 4372, Page 2238, Public Records of St. Lucie County, Florida, as amended from time to time (the “**Development Order**”), hereby assigns to Grantee certain Southern Grove DRI entitlements for the development of up to one hundred and fifty (150) single family residential units on the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor does hereby covenant with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor hereby warrants title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

MATTAMY PALM BEACH LLC, a Delaware
limited liability company

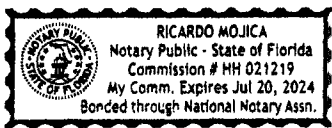
[Signature]
Signature of Witness 1
Susan Corp
Print name of Witness 1
[Signature]
Signature of Witness 2
Jim Deluca
Print name of Witness 2

By: *[Signature]*
Anthony J. Palumbo, III, Division Vice President

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28 day of September, 2022, by Anthony J. Palumbo, III, as Division Vice President of MATTAMY PALM BEACH LLC, a Delaware limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced _____ as identification.

OFFICIAL NOTARIAL SEAL:



[Signature]
Ricardo Mojica
(type, print, or stamp name)
a Notary Public, State of Florida
Commission No. HH 021219
My Commission Expires: 7/20/24

EXHIBIT "A"**LEGAL DESCRIPTION OF PROPERTY**

The land referred to herein below is situated in the County of ST. LUCIE, State of Florida, and described as follows:

A portion of a Parcel 29 Southern Grove Plat No. 3, according to the plat thereof as recorded in Plat Book 61, Pages 17 through 50 of the Public Records of St. Lucie County, Florida, lying in Sections 34, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Commencing at the Southwest corner of Parcel 29 of said plat and of a land described in Special Warranty Deed from Horizons St. Lucie Groves Associates to Horizons Acquisition 5 LLC as recorded in Official Record Book 1969, Page 837 (Exhibit A) of the Public Records of said St. Lucie, County, Florida; thence S 89° 54' 26" E along the South line of said Parcel 29 a distance of 1723.36 feet to the Point of Beginning; thence leaving said South line run N 00° 43' 59" W a distance of 2349.06 feet to the North line of said Parcel 29; thence S 89° 54' 26" E along said North line a distance of 434.42 feet to a point of curvature of a curve concave Southwesterly, having a radius of 4925.00 feet, a chord bearing of S 83° 34' 24" E and a chord length of 1086.68 feet; thence along the arc of said curve through a central angle of 12° 40' 04", for an arc length of 1088.90 feet to a point of intersection with a non-tangent line; thence S 12° 44' 42" W a distance of 189.98 feet; thence S 22° 52' 19" E a distance of 61.73 feet; thence S 13° 12' 01" W a distance of 139.99 feet; thence S 00° 00' 00" W a distance of 412.58 feet; thence S 44° 10' 59" W a distance of 344.32 feet; to a point of curvature on a curve concave Easterly, having a radius of 137.00 feet, a chord bearing of S 00° 49' 01" E and a chord length of 193.75 feet; thence along the arc of said curve through a central angle of 90° 00' 00", for an arc length of 215.20 feet to a point of tangency; thence S 45° 49' 01" E a distance of 330.78 feet; thence S 00° 00' 00" W a distance of 275.36 feet; to a point on a non-tangent curve concave Southeasterly, having a radius of 322.00 feet, a chord bearing of S 32° 25' 41" W and a chord length of 345.34 feet; thence along the arc of said curve through a central angle of 64° 51' 21", for an arc length of 364.49 feet to a point on a non-tangent line; thence S 00° 05' 34" W a distance of 199.48 feet to the South line of said Parcel 29; thence along said South line N 89° 54' 26" W a distance of 1248.83 feet to the Point of Beginning.

EXHIBIT "B"**EXISTING EXCEPTIONS**

1. Ordinance No. 95-039, relating to regulation of use & development of land recorded in O.R. Book 981, Page 1615, and in O.R. Book 992, Page 2862, as affected by Ordinance No. 00-002, Amending Libraries Impact Fees, recorded in O.R. Book 1301, Page 2302. (ALL)
2. Ordinance No. 99-001, Amending Land Development Code, recorded in O.R. Book 1203, Page 1026.
3. Obligations contained in that Reservoir Access Easement Agreement by and between A. Duda and Sons, Inc., a Florida corporation, Westchester Development Company, LLC, a Florida limited liability company, and Horizons St. Lucie Development, LLC, a Florida limited liability company recorded in Official Records Book 1536, Page 1754.
4. Terms, conditions, provisions of that Development Order for The Southern Grove Development of Regional Impact evidenced and affected by Notice of Adoption of the Development Order for The Southern Grove Development of Regional Impact as recorded October 30, 2006 in Book 2689, Page 189, Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact as recorded August 21, 2007 in Book 2868, Page 1267, Educational Facilities Impact Fee Credit Agreement by and between Horizons Acquisition 5, LLC and Horizons St. Lucie Development, LLC and The School Board of St. Lucie County, Florida (Southern Grove DRI) as recorded October 5, 2007 in Book 2889, Page 650, Settlement Agreement Including Impact Fee Credit Agreement by and between St. Lucie County, Florida and Development Entities as recorded November 20, 2007 in Book 2906, Page 1203, Impact Fee Pre-Payment Agreement recorded November 6, 2009 in Book 3143, Page 1301 (Southern Grove DRI); Notice of Assignment of Impact Fees recorded November 9, 2009 in Book 3143, Page 2986 (Southern Grove to Horizons) as re-recorded December 4, 2009 in Book 3150, Page 2025 (Southern Grove to Horizons), Impact Fee Pre-Payment Agreement recorded December 17, 2009 in Book 3154, Page 2521 (ALL); Assignment of Land Use Entitlements recorded September 19, 2011 in Book 3325, Page 1285 (ALL); Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded May 18, 2012 in Book 3391, Page 940, Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded December 20, 2012 in Book 3466, Page 342; Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded April 16, 2015 in Book 3736, Page 440; Notice of Assignment of Impact Fees recorded May 8, 2015 in Book 3744, Page 734 (Southern Grove to Traditions); Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded January 13, 2016 in Book 3826, Page 2235, Notice of Assignment of Impact Fees recorded February 28, 2017 in Book 3968, Page 17 (SG to Traditions), Assignment and Certificate recorded December 1, 2017 in Book 4070, Page 1051 (SG DRI to 3rd Party), Assignment

and Certificate recorded December 11, 2017 in Book 4074, Page 426 (SG DRI to 3rd Party), Amended and Restated Assignment and Certificate recorded January 24, 2018 in Book 4090, Page 655 (SG DRI to 3rd Party), Assignment and Assumption of Development Rights recorded June 28, 2018 in Book 4150, Page 2734 (SG DRI to 3rd Party), and Assignment and Assumption of Development Rights recorded July 5, 2018 in Book 4153, Page 873; Notice of Adoption of the Third Amended and Restated Development Order for the Southern Grove Development of Regional Impact as recorded January 22, 2020 in Book 4732, Page 2238; Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact as recorded February 17, 2021 in Book 4557, Page 2275; on April 20, 2021 in Book 4602, Page 935; and December 8, 2021 in Book 4734, Page 1752.

5. Notice of Establishment of the Southern Grove Community Development District No. 2, recorded May 9, 2007 in Book 2814, Page 1375; Notice of Establishment of the Southern Grove Community Development District No. 5A as recorded May 9, 2007 in Book 2814, Page 1392 ; Amended and Restated District Development Interlocal Agreement recorded June 11, 2008 in Book 2983, Page 1074; City/District No. 5A Interlocal Agreement recorded February 5, 2009 in Book 3057, Page 1403; Assignment and Direction recorded March 4, 2009 in Book 3065, Page 1878; Notice of (1) Merger of Southern Grove Community Development District No. 5 into Southern Grove Community Development District 5A and (2) Change of Name of Southern Grove Community Development District No. 5A to Southern Grove Community Development District No. 5 as recorded November 13, 2009 in Book 3145, Page 397; Amended and Restated District Development Interlocal Agreement by and among Southern Grove Community Development District No. 1, Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4, Southern Grove Community Development District No. 5, and Southern Grove Community Development District No. 6 as recorded May 15, 2013 in Book 3517, Page 2267, as affected by: Second Amended and Restated District Development Interlocal Agreement by and among Southern Grove Community Development District Nos. 1, 2, 3, 4, 5 and 6 as recorded July 16, 2013 in Book 3539, Page 672, Partial Assignment of Dedications to Southern Grove Community Development District No. 5 as recorded December 18, 2014 in Book 3700, Page 1904 and Partial Assignment of Dedications recorded December 18, 2014 in Book 3700, Page 1910; Partial Assignment of Platted Interests to Provide a Drainage Outfall for the Community Boulevard Drainage System within Southern Grove as recorded June 25, 2019 in Book 4287, page 2679; Interlocal Agreement among the Port St. Lucie Community Redevelopment Agency, the City of Port St. Lucie and the Southern Grove Community Development District No. 1 recorded May 7, 2014 in Book 3628, Page 2887; Notice of Public Financing and Maintenance of Improvements - Southern Grove Community Development District Nos. 1 through 6 as recorded January 16, 2015 in Book 3708, Page 1198; Lien of Record of Southern Grove Community Development District No. 5, as recorded November 19, 2019 in Official Records Book 4347, Page 2566; Amended and Restated Notice of Public Financing and Maintenance Improvements recorded in Official Records Book 4348, Page 333; as amended by First Supplement as recorded in Official Records Book 4434, Page 1500; Lien of Record of Southern Grove Community

Development District No. 5, as recorded in Book 4640, Page 614; Second Supplement recorded in Official Records Book 4644, Page 118.

6. Resolution No. 02-06, expanding boundaries of the St. Lucie County Mosquito Control District to add Westchester Development of Regional Impact, recorded January 15, 2003 in Book 1642, Page 1802.
7. Terms, conditions, and provisions contained in Annexation and Development Agreement by and between Westchester Development Company, LLC, a Florida limited liability company; Horizons St. Lucie Development, LLC, a Florida limited liability company; Bernard A. Egan Groves, Inc., a Florida corporation; A. Duda & Sons, Inc., a Florida corporation and the City of Port St. Lucie, a Florida municipal corporation as recorded January 28, 2003 in Book 1648, Page 2879, as affected by Fifth Amendment recorded January 8, 2010 in Book 3160, Page 2856.
8. Covenants, conditions, restrictions and other matters, including provisions creating easements and/or assessments contained in Community Charter for Tradition recorded in Official Records Book 1700, Page 868, as affected by: First Supplement to Community Charter for Tradition recorded in Book 1828, Page 2776, Second Supplement recorded in Book 1876, Page 955, Third Supplement recorded in Book 1933, Page 2042, Fourth Supplement recorded in Book 1928, Page 297, Fifth Supplement recorded in Book 1932, Page 528, Sixth Supplement recorded in Book 1965, Page 1624, Seventh Supplement recorded in Book 2065, Page 2167, Eighth Supplement recorded in Book 2088, Page 642, Ninth Supplement recorded in Book 2126, Page 715; Tenth Supplement recorded in Book 2123, Page 434; 8th Supplement recorded in Book 2274, Page 1742; 11th Supplement recorded in Book 2340, Page 1583; 13th Supplement recorded in Book 2441, Page 953; 14th Supplement recorded in Book 2465, Page 2375; 19TH Supplement recorded October 3, 2016 in Book 2669, Page 2516; 15th Supplement recorded in Book 2699, Page 608; First Amendment recorded November 13, 2006 in Book 2700, Page 117; Amendment recorded June 8, 2007 in Book 2831, Page 2138; Amendment recorded June 30, 2008 in Book 2990, Page 279; Amendment recorded September 24, 2008 in Book 3017, Page 219; Amendment recorded December 9, 2008 in Book 3040, Page 2278; Amendment recorded June 29, 2009 in Book 3103, Page 1260; Amendment recorded January 12, 2010 in Book 3161, Page 2262; Amendment recorded March 17, 2010 in Book 3179, Page 718; Assignment of Founder's Rights recorded September 19, 2011 in Book 3325, Page 1273; Supplement to Community Charter for Tradition recorded February 27, 2014 in Book 3607, Page 2974; Certificate of Amendment recorded February 27, 2015 in Book 3720, Page 2573; Supplement to Community Charter for Tradition recorded September 7, 2016 in Book 3909, Page 2000; Certificate of Amendment recorded June 27, 2017 in Book 4012, Page 2885, Assignment of Founder's Rights recorded July 5, 2018 in Book 4153, Page 946, Supplement to Community Charter for Tradition (Phase 1) recorded April 10, 2019 in Book 4254, Page 262; Amended and Restated Community Charter for Tradition and Amended and Restated Articles of Incorporation and Amended and Restated By-Laws of Tradition Community Association, Inc. as recorded March 7, 2019 in Book 4240, Page 2638; and Amendment recorded October 10, 2019, in Book 4331, Page 1864; and Amendment recorded in Book 4641, Page 1596; and Certificate of Amendment recorded November 22,

2019 in Book 4349, Page 2544; and by Amendment recorded November 6, 2020 in Book 4504, Page 612; and by Amendment recorded November 13, 2020, in Book 4507, Page 2248; and by Assignment of Founder's Rights recorded July 5, 2018 in Book 4153, Page 946; Supplement recorded December 1, 2020, in Book 4515, Page 1986; and Supplement to Community Charter Tradition, as to the land described in Exhibit A herein ("The Land"), as recorded concurrently with this Special Warranty Deed.

9. Settlement Agreement Including Impact Fee Credit Agreement recorded November 20, 2007 in O.R. Book 2906, Page 1203.
10. Fire/EMS Development and Impact Fee Agreement recorded December 14, 2007 in O.R. Book 2916, Page 661, as affected by First Amendment recorded in O.R. Book 3062, Page 938; and by Amended and Restated Fire/Ems Development and Impact Fee Agreement as recorded March 29, 2021 in Official Records Book 4581, Page 182.
11. Impact Fee Pre-Payment Agreements recorded November 6, 2009 in O.R. Book 3143, Page 1301 (Southern), recorded December 17, 2009 in O.R. Book 3154, Page 2521 (Western), and recorded December 17, 2009 in O.R. Book 3154, Page 2556 (Tradition), as affected by Notices of Assignment of Impact Fees recorded December 4, 2009 in O.R. Book 3150, Page 2025, recorded April 15, 2014 in O.R. Book 3621, Page 2909, recorded May 8, 2015 in O.R. Book 3744, Page 734, and recorded February 28, 2017 in O.R. Book 3968, Page 17; Assignment and Certificate recorded in O.R. Book 4070, Page 1051; Assignment and Certificate recorded in O.R. Book 4074, Page 426; Amended and Restated Assignment and Certificate recorded January 24, 2018 in Official Records Book 4090, Page 655; and as assigned to Mattamy Palm Beach by virtue of that certain Assignment of Impact Fee Credits as recorded in O.R. Book 4153, Page 992.
12. Assignment of Land Use Entitlements in favor of PSL Acquisitions, LLC recorded September 19, 2011 in O.R. Book 3325, Page 1285.
13. Public Building Impact Fee Credit Agreement between St. Lucie County and Tradition Land Company, LLC recorded April 14, 2015 in O.R. Book 3735, Page 76.
14. Use Restriction recorded December 30, 2015 in Book 3822, Page 798.
15. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page(s) 17-50, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
16. Terms and provisions for Waiver and Consent as to Special Assessments as recorded October 8, 2007 in Book 2889, Page 2823, as affected by: Waiver as to Special Assessments recorded December 27, 2007 in Book 2920, Page 2681.

17. Blanket Flowage Easement [Village Parkway-Southern Grove] granted to the City of Port St. Lucie for surface water drainage recorded November 7, 2007 in Book 2902, Page 1220.
18. Declaration of Restrictions as set forth in instrument recorded December 17, 2007 in Book 2916, Page 2027 and Corrective Declaration of Restrictions recorded April 22, 2008 in Book 2964, Page 1919.
19. Declaration of Restrictions as set forth in instrument recorded January 2, 2008 in Book 2923, Page 572.
20. Declaration of Restrictions as set forth in instrument recorded June 18, 2009 in Book 3101, Page 127.
21. Terms, conditions and provisions of the Interlocal Agreement Relating to Irrigation Services and Non-Exclusive Franchise in favor of Tradition Irrigation Company, LLC, as evidenced in and affected by Resolution 11-R06 authorizing an Interlocal Agreement relating to irrigation service with the Developments known as Tradition and Southern Grove recorded March 16, 2011 in Book 3276, Page 1487.
22. Reservations as to oil, gas or minerals as contained in Deeds recorded December 1, 1938 in Deed Book 93, Pages 438, together with and as affected by Deed recorded October 1, 1969 in Book 180, Page 626, and Notice recorded August 12, 1975 in Book 242, Page 1977. NOTE: Right of entry has been release per MRTA.
23. Annexation Agreement between Horizons Acquisition 5, LLC, Horizons Acquisition 2, LLC, St. Lucie Associates II, LLLP, St. Lucie Associates III, LLLP, ACR Properties, LLC, and the City of Port St. Lucie dated July 19, 2004, recorded January 13, 2005 in Book 2137, Page 2419 (originally affects all of Plat No. 3), as affected by Partial release of Annexation Agreement recorded November 25, 2008 in Book 3036, Page 2348 (Releases Southern Grove Parcels, except Parcels 25 and 27, from certain matters), Fifth Amendment to Annexation Agreement recorded January 8, 2010 in Book 3160, page 2856, Ordinance No. 10-17 (Sixth Amendment) recorded December 17, 2010 in Book 3254, Page 1362, and Final Release recorded December 17, 2010 in Book 3254, Page 1355.
24. Terms and conditions of that Post-Closing Agreement dated June 29, 2018 between Port St. Lucie Governmental Finance Corporation and Tradition Land Company, LLC, recorded June 28, 2018 in Book 4150, Page 2787, together with and as affected by Assignment and Assumption dated June 29, 2018 between Tradition Land Company, LLC and Mattamy Palm Beach LLC recorded July 5, 2018 in Book 4153, Page 889, as affected by Founder's Consent recorded September 18, 2018 in Official Records Book 4181, Page 2085.
25. Deed restrictions contained in Special Warranty Deed recorded in Official Records Book 4153, page 856.
26. Matters shown on Boundary & Topical Survey prepared by Carnahan Proctor & Cross dated March 12, 2019 under Project No. 190214.

27. Terms and Provisions of Temporary License Agreement between Mattamy Palm Beach LLC, a Delaware limited liability company and Southern Grove Community Development District No. 1, as recorded February 13, 2019 in Book 4232, Page 1612.
28. Access and Utility Easement from Mattamy Palm Beach LLC, a Delaware limited liability company and City of Port St. Lucie, Florida, as recorded April 15, 2020, in Book 4408, Page 2297.
29. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Southern Grove Replat No. 30, as recorded in Plat Book 87, Page(s) 17, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
30. Terms and Provisions of Restrictive Covenant recorded May 28, 2020, in Official Records Book 4426, Page 199.
31. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Belterra Phase 1 Replat 1, as recorded in Plat Book 94, Page(s) 23, as affected Agreement for Amendment of Dedication on Plat as recorded in Official Records Book 4610, Page 1973, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
32. Access and Utility Easement in favor of City of Port St. Lucie as recorded April 15, 2020 in Official Records Book 4408, Page 2401.
33. Access and Utility Easement in favor of City of Port St. Lucie as recorded April 15, 2020 in Official Records Book 4408, Page 2407.
34. Agreement by and between Tradition Land Company, LLC, an Iowa limited liability company, and Mattamy Palm Beach LLC, a Delaware limited liability company recorded July 8, 2015 in Official Records Book 4153, Page 893, of the Public Records of St. Lucie County, Florida.
35. True Up Agreement recorded December 18, 2004 in Official Records Book 3700, Page 1930, of the Public Records of St. Lucie County, Florida.
36. Survey prepared by Thomas J. Barry for Carnahan Proctor & Cross dated May 26, 2022 and revised October 3, 2022 under Project No. 210310, show the following: a Electrical vault, fiber optic vault and water valve located along and extending within the eastern boundary of the insured land and not within the designated easement area.

EXHIBIT "C"

ADDITIONAL COVENANTS AND RESTRICTIONS

The Property described on Exhibit "A" to this Special Warranty Deed is made subject to the covenants and restrictions set forth on this Exhibit "C" (the "**Additional Covenants and Restrictions**") which: (a) shall be covenants running with the land and binding upon Grantee and its successors and assigns; and (b) may enforced by, and in the sole discretion of, Grantor and its successors and assigns. By acceptance of said Special Warranty Deed, Grantee accepts and agrees to be bound legally by the Additional Covenants and Restrictions.

Permitted Use

Grantee shall develop and use the Property for up to one hundred fifty (150) detached single-family residential units (the "**Permitted Use**") and no other purpose without the prior written consent of Grantor. The Property shall be restricted to the Permitted Use.

Community Development Districts

The Southern Grove Community Development Districts (the "**CDDs**") were formed for operation and maintenance of the Southern Grove DRI, and possible other purposes in the future. Grantee shall comply with all of the requirements of the applicable CDDs, such as those relating to the payment of operations and maintenance assessments associated with the CDDs.

Assessments and Entitlements

Grantor has allocated and assigned herein entitlements for the development of one hundred and fifty (150) residential units on the Property for the Permitted Use pursuant to the Development Order for the Southern Grove Development of Regional Impact. All future assessments based on use of the Property (CDDs, SAD, if applicable, etc.) shall be based on the maximum entitlements assigned in this Special Warranty Deed to the Property, even if the actual uses developed are less than the maximum entitlements assigned to the Property.

Utilization of Impact Fee and Utility Credits

When Grantee is required to pay impact fees, utility connection fees, public building impact fees or other fees or exactions to applicable governmental or quasi-governmental authorities or applicable utility authorities for which Grantor has Impact Fee Credits or Utility Credits for such obligations, less and except St. Lucie Road Impact Fee Credits (as recognized by such governmental or utility authority, as applicable), then Grantee shall purchase from Grantor (or the CDDs, as applicable) such Impact Fee Credits or Utility Credits that may be lawfully assigned to Grantee by Grantor (or the CDDs, as applicable) in an amount equal to that which Grantee would otherwise have been required to pay to the applicable governmental or quasi-governmental authority or utility company at such time.

Irrigation System

Grantee agrees to apply for irrigation service from Tradition Community Development District No. 1 (“**TCDD1**”) on substantially similar terms and conditions as other owners and **TCDD1** customers in the Tradition development, to pay standard rates for irrigation system capacity fees and irrigation usage charges, and to comply with all rules and regulations adopted by **TCDD1** regarding such service and in effect from time to time within the respective service area (existing system or expansion system) in which the Property is located. Grantee acknowledges that it will install assemblies pursuant to **TCDD1** specifications, including without limitation, a meter assembly for **TCDD1** and all onsite irrigation improvements. Grantee agrees that the Property shall be served exclusively by **TCDD1** and the end-user owners of the Property, or any portion thereof, shall be required to apply for irrigation service from **TCDD1** on substantially similar terms and conditions as other owners and **TCDD1** customers in the Tradition development, to pay standard rates for irrigation system capacity fees and irrigation usage charges, and to comply with all rules and regulations adopted by **TCDD1** regarding such service and in effect from time to time within the respective service area (existing system or expansion system) in which the Property is located.

Notice, Cure and Enforcement

If Grantee fails to pay any required sum or perform any required obligation on its part to be paid or performed pursuant hereto, then Grantor may provide Grantee with notice thereof (“**Notice of Grantee Default**”). In the case of a failure to: (a) pay any such sum, Grantee shall pay said sum within ten (10) days from the date of receipt of said Notice of Grantee Default; or (b) perform any such obligation, Grantee shall perform said obligation within thirty (30) days from the date of receipt of said Notice of Grantee Default, provided, however, if said obligation is of such a nature that it could not reasonably be performed within thirty (30) days, then Grantee shall: (i) promptly institute necessary cure efforts; and (ii) thereafter diligently and continuously pursue said efforts for a period of up to ninety (90) days after the date of receipt of said Notice of Grantee Default. If Grantee fails to cure any such matter within the applicable time periods set forth above after receipt of the Notice of Grantee Default, then it shall constitute a “**Grantee Event of Default**” hereunder. So long as a Grantee Event of Default continues, Grantor may as its sole and exclusive remedies (waiving any right to money damages except as otherwise expressly set forth herein) elect to: (i) exercise rights of self-help by paying the sum and/or performing the obligation on Grantee’s part to have been paid and/or performed, and recover from Grantee the reasonable out-of-pocket cost thereof as damages; and/or (ii) enforce these Additional Covenants and Restrictions through actions for money damages, specific performance, injunctive relief and such other remedies as may be available at law or in equity. Grantor’s remedies hereunder are mutual and non-exclusive.

General

Except as otherwise provided herein, these Additional Covenants and Restrictions shall remain in full force and effect perpetually. In the event Grantee conveys all or any portion of the Property, the Additional Covenants and Restrictions shall apply automatically to the then owner of any such portion of the Property. These Additional Covenants and Restrictions are for the benefit of Grantor and its successors and assigns. These Additional Covenants and Restrictions will be governed by the laws of the State of Florida, and are performable in St. Lucie County, Florida where venue shall lie. These Additional Covenants and Restrictions may be amended or supplemented only by an instrument in writing executed by Grantor, its successors or assigns.