MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4874107 OR BOOK 4623 PAGE 1185, Recorded 06/04/2021 11:57:36 AM Doc Tax: $34034.00

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

Tax Folio No.: A portion of
4315-700-0030-000-7

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed as of the 2 day of June, 2021, 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 **CCC-PSL LLC**, a Delaware limited liability company (the "**Grantee**"), whose mailing address is 431 Office Park Drive, 2nd Floor, Birmingham, AL 35223.

WITNESSETH:

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 2021 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 Development of Regional Impact, as memorialized by that certain Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact 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 286 single-family attached apartment 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:

Signature of Witness 1

Joel Arrington
Print name of Witness 1

Signature of Witness 2

Jeremy Bunner
Print name of Witness 2

MATTAMY PALM BEACH LLC, a Delaware limited liability company

By: _____
Anthony J. Palumbo, Vice President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of June, 2021, by Anthony J. Palumbo, as 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.

(NOTARY SEAL)

Notary Public State of Florida
Julie G. Hurst
My Commission GG 949718
Expires 01/22/2024

Notary public, State of Florida

Name: Julie Hurst
My commission expires: 1-22-24
Serial No.: GG949718

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT B, OF SOUTHERN GROVE PARCEL 28 REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 95, PAGE 27, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT "B"

EXISTING EXCEPTIONS

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

2. Reservations as to oil, gas or minerals as contained in Deeds recorded December 1, 1938 in Deed Book 93, Page 436, and Deed Book 93, Pages 438, together with and as affected by Deed recorded October 1, 1969 in Official Records Book 180, Page 626, and Notice Pursuant to Section 704.05 and 712, Florida Statutes recorded August 12, 1975 in Official Records Book 242, Page 1977, of the Public Records of St. Lucie County, Florida. NOTE: Right of entry has been released per MRTA.

3. The following matters as shown on that certain Plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page(s) 17-50, of the Public Records of St. Lucie County, Florida, 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):

   a. Public Utility Easements as shown are dedicated in Perpetuity to the City of Port St. Lucie, Florida, for the installation, operation, maintenance, repair, expansion and replacement of underground utilities including, without limitation, electric power lines, telecommunication lines, cable television lines, gas lines, irrigation lines and related appurtenance (specific ally excluding municipal water, sewer and reclaimed water lines), provided, however, (1) no property which is subject to this plat may use, connect and/or receive Cale Television, internet, Security Monitoring and/or any other Telecommunication Service from a provider other than a provider designated in writing by The Tradition Community Association, Inc., its successor and/or assigns; and (2) no property which is subject to this plat may use, connect, and/or receive irrigation water service from a provider other than a provider designated in writing by the Tradition Irrigation Company, LLC, its successors and/or assigns. In the event that the foregoing limitation set forth above is helled to be unenforceable by a court of Competent Jurisdiction with respect to any particular service, it shall remain in full force and effect with respect to other services. Notwithstanding the foregoing, the City of Port ST. Lucie, Florida shall be allowed to cross the PUE easements with (a) City Telecommunication lines which serve solely the City's Facilities and (b) City Municipal Utility Lines.

   b. 10' Public Utility Easement along North and East boundaries.

4. Ordinance No. 95-039, relating to regulation of use & development of land recorded in Official Records Book 981, Page 1615, and in Official Records Book 992, Page 2862, as affected by Ordinance No. 00-002, Amending Libraries Impact Fees, recorded in Official Records Book 1301, Page 2302, of the Public Records of St. Lucie County, Florida.

5. Ordinance No. 99-001, Amending Land Development Code, recorded in Official Records Book 1203, Page 1026, of the Public Records of St. Lucie County, Florida.

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 Official Records Book 1642, Page 1802, of the Public Records of St. Lucie County, Florida.

7. Terms and provisions contained in that certain Amended and Restated Commercial Charter for Tradition and Amended and Restated Articles of Incorporation and Amended and Restated By-Laws of Tradition Commercial Association, Inc. as recorded November 24, 2020 in Official Records Book 4512, Page 1357; and by Supplement to Commercial Charter for Tradition as recorded just prior to the Deed.

8. 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 Official Records Book 2689, Page 189, as amended and restated by that certain Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact as recorded August 21, 2007 in Official Records Book 2868, Page 1267, as affected by that certain Assignment of Land Use Entitlements recorded in Official Records Book 3325, Page 1285, Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded May 18, 2012 in Official Records 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 Official Records 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 Official Records Book 3736, Page 440; Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded January 13, 2016 in Official Records Book 3826, Page 2235, Assignment and Assumption of Development Rights recorded June 28, 2018 in Official Records Book 4150, Page 2734 (SG DRI to 3rd Party), and as assigned to Mattamy Palm Beach LLC, a Delaware limited liability company by virtue of that certain Assignment and Assumption of Development Rights recorded July 5, 2018 in Official Records Book 4153, Page 873, Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded in Official Records Book 4372, Page 2238, and Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded in Official Records Book 4557, Page 2275, and Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded April 30, 2021 in Official Records Book 4602, Page 935, of the Public Records of St. Lucie County, Florida.

9. Notice of Establishment of the Southern Grove Community Development District No. 3, recorded May 9, 2007 in Official Records Book 2814, Page 1380 (Parcel 28); Notice of Establishment of the Southern Grove Community Development District No. 5A as

recorded May 9, 2007 in Official Records Book 2814, Page 1392; City/District No. 5A Interlocal Agreement recorded February 5, 2009 in Official Records Book 3057, Page 1403; 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 Official Records 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 Official Records 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 Official Records Book 3539, Page 672; Partial Assignment of Dedications to Southern Grove Community Development District No. 5 as recorded December 18, 2014 in Official Records Book 3700, Page 1904 and Partial Assignment of Dedications recorded December 18, 2014 in Official Records 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 Official Records 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 Official Records Book 3628, Page 2887; First Amendment to Second Amended and Restated District Development Interlocal Agreement recorded in Book 4347, Page 2572, and Amended and Restated Notice of Public Financing and Maintenance of Improvements - Southern Grove Community Development District Nos. 1 through 6 as recorded November 19, 2019 in Book 4348, Page 333, of the Public Records of St. Lucie County, Florida.

10. 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 Official Records Book 2889, Page 650, of the Public Records of St. Lucie County, Florida.

11. Terms and provisions for Waiver and Consent as to Special Assessments as recorded October 8, 2007 in Official Records Book 2889, Page 2823, as affected by: Waiver as to Special Assessments recorded December 27, 2007 in Official Records Book 2920, Page 2681, of the Public Records of St. Lucie County, Florida.

12. Blanket Flowage Easement [Village Parkway-Southern Grove] granted to the City of Port St. Lucie for surface water drainage recorded November 7, 2007 in Official Records Book 2902, Page 1220, as affected by Partial Abandonment & Termination of Blanket Flowage Easement recorded in Official Records Book 4366, Page 1933, and Official Records Book 4536, Page 1874, of the Public Records of St. Lucie County, Florida.

13. Declaration of Restrictions as set forth in instrument recorded January 2, 2008 in Official Records Book 2923, Page 572, as affected by First Amendment to Declaration of Restrictions recorded in Official Records Book 3124, Page 679 and Second Amendment to Declaration of Restrictions recorded in Official Records Book 3837, Page 2609, of the Public Records of St. Lucie County, Florida.

14. Settlement Agreement Including Impact Fee Credit Agreement by and between St. Lucie County, Florida and Development Entities as recorded November 20, 2007 in Official Records Book 2906, Page 1203, of the Public Records of St. Lucie County, Florida.

15. Fire/EMS Development and Impact Fee Agreement recorded December 14, 2007 in Official Records Book 2916, Page 661, as affected by First Amendment recorded in Official Records Book 3062, Page 938, as amended by Amended and Restated Fire/EMS Development and Impact Fee Agreement for Southern Grove Development of Regional Impact and Western Grove Development of Regional Impact, recorded in Official Records Book 4581 Page 182, of the Public Records of St. Lucie County, Florida.

16. Declaration of Restrictions as set forth in instrument recorded December 17, 2007 in Official Records Book 2916, Page 2027 and Corrective Declaration of Restrictions recorded April 22, 2008 in Official Records Book 2964, Page 1919, of the Public Records of St. Lucie County, Florida.

17. Amended and Restated District Development Interlocal Agreement recorded June 11, 2008 in Official Records Book 2983, Page 1074 (Traditions CDD 1-10), as affected by Assignment and Direction recorded March 4, 2009 in Official Records Book 3065, Page 1878; as affected by Notice of Financing Plan and Maintenance of Improvements, Traditions Community Development District Nos. 1 through 10 recorded November 13, 2012 in Official Records Book 3453, Page 643, as amended and restated by Amended and Restated Notice of Public Financing and Maintenance Improvements – Tradition Community Development Districts Nos. 1 through 10 recorded October 24, 2014 in Official Records Book 3684, Page 473, as affected by Interlocal Agreement to Maintain Landscaping and Related Improvements Lying within Certain Arterial and Collector Road Right of Ways – Traditions Community Development District Nos. 1-10 recorded April 24, 2015 in Official Records Book 3739, Page 622, as affected by First Amendment recorded October 5, 2016 in Official Records Book 3919, Page 679; as assigned by Assignment and Transfer of Public Road Credits to Mattamy Palm Beach, LLC and Port St. Lucie Governmental Finance Corporation, recorded March 30, 2021 in Official Records Book 4581. Page 1012; of the Public Records of St. Lucie County, Florida.

18. Declaration of Restrictions as set forth in instrument recorded June 18, 2009 in Official Records Book 3101, Page 127, of the Public Records of St. Lucie County, Florida.

19. Impact Fee Pre-Payment Agreement recorded November 6, 2009 in Official Records Book 3143, Page 1301 (Southern Grove DRI); Notice of Assignment of Impact Fees recorded November 9, 2009 in Official Records Book 3143, Page 2986 (Southern Grove to Horizons) as re-recorded December 4, 2009 in Official Records Book 3150, Page 2025

(Southern Grove to Horizons), together with Impact Fee Pre-Payment Agreement recorded December 17, 2009 in Official Records Book 3154, Page 2521 (ALL); Impact Fee Pre-Payment Agreement recorded December 17, 2009 in Official Records Book 3154, Page 2556 (Tradition); Notice of Assignment of Impact Fees recorded April 15, 2014 in Official Records Book 3621, Page 2909 (Tradition to 3rd Party); Notice of Assignment of Impact Fees recorded May 8, 2015 in Official Records Book 3744, Page 734 (Southern Grove to Traditions); Notice of Assignment of Impact Fees recorded February 28, 2017 in Official Records Book 3968, Page 17 (SG to Traditions), Assignment and Certificate recorded December 1, 2017 in Official Records Book 4070, Page 1051 (SG DRI to 3rd Party), Assignment and Certificate recorded December 11, 2017 in Official Records Book 4074, Page 426 (SG DRI to 3rd Party), and Amended and Restated Assignment and Certificate recorded January 24, 2018 in Official Records Book 4090, Page 655 (SG DRI to 3rd Party), and as assigned to Mattamy Palm Beach LLC, a Delaware limited liability company, by virtue of that certain Assignment of Impact Fee Credits recorded July 5, 2018 in Official Records Book 4153, Page 992, of the Public Records of St. Lucie County, Florida.

20. 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 Official Records Book 3276, Page 1487, of the Public Records of St. Lucie County, Florida.

21. Public Building Impact Fee Credit Agreement between St. Lucie County and Tradition Land Company, LLC recorded April 14, 2015 in Official Records Book 3735, Page 76, of the Public Records of St. Lucie County, Florida.

22. Use Restriction recorded December 30, 2015 in Official Records Book 3822, Page 798, of the Public Records of St. Lucie County, Florida.

23. Deed restrictions contained in that certain Special Warranty Deed recorded in Official Records Book 4153, Page 856, of the Public Records of St. Lucie County, Florida.

24. 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.

25. Terms, conditions and obligations contained in that certain Drainage Easement recorded June 28, 2018 in Official Records Book 4150, Page 2743, of the Public Records of St. Lucie County, Florida.

26. 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 Official Records 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 Official Records Book 4153, Page

889, as affected by Founder's Conssent recorded September 18, 2018 in Official Records Book 4181, Page 2085, of the Public Records of St. Lucie County, Florida.

27. Restrictive Covenant by and between Mattamy Palm Beach LLC, a Delaware limited liability company, and America Walks at Port St. Lucie, LLC, an Ohio limited liability company, recorded in Official Records Book 4426, Page 199, of the Public Records of St. Lucie County, Florida.

28. True-Up Agreement dated December 17, 2014 and recorded December 18, 2014 in Official Records Book 3700, Page 1930, of the Public Records of St. Lucie County, Florida.

29. The following matters as shown on that certain Plat of Southern Grove Parcel 28 Replat, as recorded in Plat Book 95, Page(s) 27, of the Public Records of St. Lucie County, Florida, 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):

a. All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of cable services; provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas or other public utility. In the even a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical safety code as adopted by the Florida Public Service Commission. Utility Easements are also dedicated in favor of City of Port St. Lucie, Florida, its successors and/or assigns, for access to, installation and maintenance of public utilities and facilities, including but not limited to, water and wastewater lines and appurtenant facilities. The City of Port St. Lucie, Florida shall not be responsible for any maintenance obligations for said easements except as shall relate to the servicing of such public utilities by the City of Port St. Lucie, Florida.

b. 10' Public Utility Easement along the North and East boundaries.

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 286 single-family attached apartment units (the "**Permitted Use**") and no other purpose without the prior written consent of Grantor. The Property shall be restricted to the Permitted Use for a period of five (5) years commencing with the issuance of a certificate of occupancy, or its equivalent, by the City of Port St. Lucie, Florida for the first residential apartment unit constructed on the Property.

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 286 single-family attached apartment units on the Property for the Permitted Use pursuant to the Amended and Restated 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.

Infrastructure and Improvements

It shall be Grantee's obligation to construct, at its expense, all infrastructure (water management facilities, utilities, roads, public facilities) and other improvements required by governmental authorities as part of Grantee obtaining the entitlements and permits for the development of the Property which are: (i) located within the perimeter boundaries of the Property; and/or (ii) located outside the perimeter boundaries of the Property but required, necessary or appropriate to serve the same, excluding those improvements related to master storm water outfall.

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.