

Return to (via enclosed envelope)
North American Title Company
1850 S.W. Fountain View Dr., Suite 102
Port St. Lucie, FL 34986

This Instrument Prepared
under the supervision of:
Mark J. Loterstein, Esq.
North American Title Company
760 NW 107 Avenue, Suite 214
Miami, Florida 33172

Property Appraiser's Folio No.:
323932-00018-0000-00159/0

11654-08-00003

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the 25th day of January, 2008 by and between Lennar Homes, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation ("Grantor") having a mailing address of 760 N.W. 107 Avenue, Miami, Florida 33172 and Robert P. Sicard, as trustee and Elizabeth A. Sicard, as trustee of The Sicard Revocable Trust UTD December 16, 1996, Grantees shall have the power and the authority either to protect, conserve and sell to, or lease, or to encumber, or otherwise to manage and dispose of the land described herein ("Grantee") whose mailing address is 3238 Sussex Way, Vero Beach, FL 32966.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described real property (the "Property") located and situated in the County of Indian River, State of Florida, to wit:

Lot No. 159, WOODFIELD P.D., PHASE 3, according to the Plat thereof, as recorded in Plat Book 20 at Page 58, of the Public Records of Indian River County, Florida.

The Property is conveyed subject to the following:

- A. Conditions, restrictions, limitations, reservations, easements and other agreements of record affecting the Property, if any; but this provision shall not operate to reimpose the same.
- B. Any community development, recreation, water control, water conservation, watershed improvement or special taxing districts affecting the Property including, without limitation, the obligation to pay maintenance assessments, capital assessments and/or taxes in connection therewith, if any.
- C. Applicable zoning, land use and subdivision ordinances, restrictions and/or agreements.
- D. Real estate, ad valorem and non ad valorem taxes and/or assessments, for this and subsequent years not yet due and payable.
- E. Validly existing rights of adjoining owners in any walls and fences situated on a common boundary, if any.
- F. All provisions of the following documents which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions: (i) Declaration for Woodfield governing the community at large in which the home is located in and which is recorded in Official Records Book 2004 at Page 2322 ("Declaration for Woodfield") and (ii) The Club at Woodfield Club Plan for the community in which the Property is located in and which is recorded in Official Records Book 2004 at Page 2237 ("The Club Plan"); each recorded among the Public Records of Indian River County, Florida, all as amended and modified from time to time, and which are incorporated herein by reference in their entirety into this Deed. The Declaration contains the following provisions:

Housing for Older Persons.

(1) **Age of Residents; Services and Facilities.** Subject to all local ordinances, as they may be amended from time to time, at least eighty percent (80%) of the occupied Homes must be occupied by at least one (1) person fifty-five (55) years of age or older. It shall be the responsibility of the Board of Association to determine whether eighty percent (80%) of the occupied Homes in Woodfield are occupied by at least one person who is fifty-five (55) years of age or older. No person under the age of eighteen (18) may be a permanent occupant of any Home, except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Such temporary residency shall be governed by Rules and Regulations adopted by the Board. Notwithstanding anything to the contrary set forth in this Declaration, the restriction that no person under the age of eighteen (18) years may be a permanent occupant of any Home shall be in perpetuity and shall not be subject to amendment. The provisions of this Section are intended specifically to be consistent with, and are set forth in order to comply with the provisions of the federal Fair Housing Act and the Housing for Older Persons Act (collectively, the "Act"), and exceptions therefrom provided by 42 U.S.C., Section 3607, regarding discrimination based on familial status, and may be amended at any time by a majority of the Board of Directors (without the joinder or vote of Owners) to reduce the fifty-five (55) years of age restriction if so permitted by the Act. Each Owner should be aware that up to twenty percent (20%) of the occupied Homes in Woodfield may be occupied by persons who are under the age of fifty-five (55) so long as such persons are eighteen (18) years of age or older except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year.

(2) **Sale or Lease.** Owners shall be responsible for including the statement that the Homes within Woodfield are intended for occupancy by persons fifty-five (55) years of age or older, as set forth above, in conspicuous type in any lease, purchase and sale agreement, transfer documents or other occupancy agreement relating to such Owner's Home, which agreements or contracts shall be in writing and signed by the tenant or purchaser. No Owner may transfer any interest in a Home without the approval of Association as provided in Association's Rules and Regulations. Without limiting the foregoing, Association has the right to withhold approval of any transfer or change in occupancy of a Home that will not result in occupancy of the Home by at least one person fifty-five (55) years of age or older.

(3) **Change of Occupancy.** In the event of any proposed change in occupancy of any Home, as a result of transfer, sale, gift, lease, sublease, assignment, death, birth, marriage, separation, divorce, or otherwise, the Owner of such Home shall immediately notify the Board in writing and provide to the Board the names and ages of all current and proposed occupants of the Home and such other information the Board may reasonably require to verify the age of each occupant. No voluntary change in occupancy shall occur without the prior approval of Association as provided in Association's Rules and Regulations.

(4) **Maintaining Age Records.** Association shall be responsible for maintaining age records on all occupants of Homes. The Board shall publish and adhere to policies, procedures and rules to monitor and maintain compliance with this Section and the Act, including policies regarding verification of compliance with the Act through surveys and affidavits. Association shall develop procedures for determining the occupancy of each Home. Association may require occupants of Homes to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications or other official documents containing birth date of comparable reliability.

(5) **Enforcement of Provisions.** Association shall have the power and authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Home which does not comply with the requirements and restrictions of this Section. EACH OWNER HEREBY APPOINTS ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER HOME AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION. Each Owner shall fully and truthfully respond to any and all requests by Association for information regarding the occupancy of the Home which in the judgment of the Board are reasonably necessary to monitor compliance with this Section.

G. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and run with the land including, without limitation, Sections H, I, and J.

H. The requirements of Chapter 558 of the Florida Statutes (2007) as it may be renumbered and/or amended from time to time.

I. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement for the sale and conveyance of the Property, the Property, the community in which the Property is located, or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the community in which the Property is located. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby.

(1) Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

(2) If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.

(3) The waiver or invalidity of any portion of this Section I shall not affect the validity or enforceability of the remaining portions of Section I of the Deed. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

(4) To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

(5) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(6) Grantee may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

(7) Grantor supports the principals set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(a) Notwithstanding the requirements of arbitration stated in Section I(2) of this Deed, Grantee shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(b) Grantor agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by Grantor and Grantee.

(c) The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Rules of the AAA or other applicable rules.

(8) Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

J. Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section I of this Deed, then the Grantor and Grantee agree to the following provisions: GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.

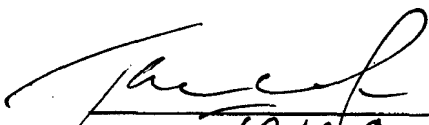

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

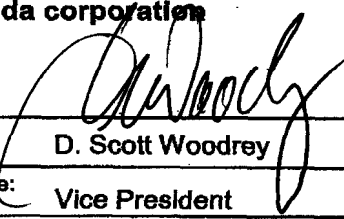
Grantee, by acceptance of this Deed, and any attachments hereto, automatically agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in this Deed and in the documents identified above, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of the Master Declaration, Club Covenants and the Neighborhood Declaration, if any, applicable to the Property.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed and its seal to be affixed the day and year first above written.

WITNESSES:

Lennar Homes, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation


Print Name: TANIA C. CAMPBELL

Print Name: Amy Pineda

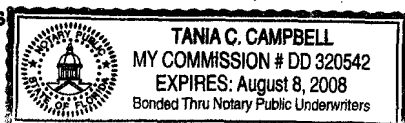
By: 
D. Scott Woodrey
Name: Vice President
Title: _____

(SEAL)

STATE OF FLORIDA }
COUNTY OF INDIAN RIVER } ss.: *Palm Beach*

The foregoing instrument was acknowledged before me this 1/25/08 by D. Scott Woodrey, as Vice President of Lennar Homes, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation, who is personally known to me, on behalf of the company

My Commission Expires




NOTARY PUBLIC, State of Florida at Large

ACKNOWLEDGMENT BY GRANTEE:

Grantee(s) hereby acknowledge(s) the age restrictions applicable to the Property as set forth in Section F of this Deed.

WITNESSES:

Lori E. Janesky
Print Name: Lori E. Janesky
Stephanie R. Anstrom
Print Name: Stephanie R. Anstrom

GRANTEE(S):

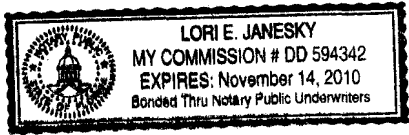
Robert P. Sicard
Robert P. Sicard, trustee
Elizabeth A. Sicard
Elizabeth A. Sicard, trustee

STATE OF FLORIDA)
COUNTY OF ~~INDIAN RIVER~~ St Lucie) ss.:

The foregoing instrument was acknowledged before me this 1/25/08
by Robert P. Sicard, trustee and Elizabeth A. Sicard, trustee, who is/are personally known to me or
who produced a Florida DL as identification.

My Commission Expires:

Lori E. Janesky
NOTARY PUBLIC, State of Florida at Large
Lori E. Janesky
Print Name



12/26/2007 5:39:35PM

Community: Woodfield, Homesite: 0159

**EXHIBIT A TO DEED
DEED RESTRICTION
OCCUPANCY PERIOD AND USE OF THE PROPERTY
RENTING PROHIBITED**

As a material consideration inducing the grantor ("Grantor") under the attached deed ("Deed") to sell to the grantee under such Deed ("Grantee") that certain real property described in this Deed (the "Property"), Grantee has represented to Grantor that Grantee intends to and will occupy the Property as Grantee's principal or secondary residence for a period of at least twelve (12) months after Grantee's acquisition of the Property (the "Occupancy Period"). Grantor and Grantee have entered into a separate unrecorded agreement (the "Agreement") pursuant to which Grantee has agreed to occupy the Property as provided herein, and Grantee has agreed not to sell or rent the Property for the duration of the Occupancy Period. This Deed Restriction is to put third parties on notice of such commitments by Grantee, and Grantor's rights upon a breach of such commitments by Grantee, as provided in the Agreement. In the event of any conflict between the provisions of the Agreement and the provisions of this Deed Restriction, the provisions of this Deed Restriction shall prevail. Notwithstanding the foregoing, this Deed Restriction includes certain mortgagee protections which shall be in addition to, and shall not supersede the mortgagee protections in the Agreement.

Grantee acknowledges that Grantor, as a developer and builder of single family and multi-family residences, has an interest in ensuring that such residences, and the communities in which they are built, including the Property and the Community of which the Property is a part (such community being referred to herein as the "Community" or the "Benefited Property") are purchased and occupied only by persons who will actually occupy them as a principal or secondary residence, to obtain a stable Community of owner-occupied homes, and to mitigate a shortage of available homes for permanent residents.

1. **Occupancy Covenants.** Grantee, on behalf of itself and its successors and assigns, hereby covenants to and for the benefit of Grantor that, during the Occupancy Period: (i) Grantee will occupy the Property as Grantee's Primary Residence or Secondary Residence (as defined in the Primary Residence Addendum) after closing; and (ii) Grantee shall not enter into any agreement for the rental, sale, or other transfer of the Property which would result in Grantee's failure to own and occupy the Property for the duration of the Occupancy Period.

2. **Hardship Situations.** Grantor recognizes that a rental, sale or other transfer of the Property in certain circumstances would not be inconsistent with the intent of this Deed Restriction. Grantor may, in its sole and absolute discretion decided on a case-by-case basis, consent to a rental, sale or other transfer of the Property during the Occupancy Period. Furthermore, Grantor shall not unreasonably withhold its consent to a rental, sale or other transfer in the following instances (each a "Hardship Situation"):

- 2.1 A rental, sale or other transfer resulting from the death of Grantee;
- 2.2 A transfer by Grantee where the spouse of Grantee becomes the only co-owner of the Property with Grantee;
- 2.3 A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree;
- 2.4 A transfer by Grantee into a revocable inter vivos trust in which Grantee is a beneficiary;
- 2.5 A transfer, conveyance, pledge, assignment or other hypothecation of the Property to secure the performance of an obligation, which transfer, conveyance, pledge, assignment or hypothecation will be released or reconveyed upon the completion of such performance;
- 2.6 A rental, sale or other transfer by Grantee (where Grantee is not self-employed) necessary to accommodate a mandatory job transfer required by Grantee's employer;
- 2.7 A rental, sale or other transfer necessitated by a medical or financial emergency, proof of which emergency has been delivered to Grantor, and has been approved by Grantor in its reasonable discretion;
- 2.8 A rental, sale or other transfer which, in the reasonable judgment of Grantor, constitutes a Hardship Situation consistent with the intentions of this Deed Restriction.

3. **Automatic Termination of Deed Restriction.** The covenants set forth above, and the restrictions on rental, sale or other transfer of the Property set forth herein, shall automatically terminate and be of no further force and effect on the date which is twelve (12) months after the date of recordation of this Deed.

4. **Remedies for Breach.** Except for (i) a Hardship Situation as defined above, or (ii) any rental, sale or other transfer of the Property that Seller, in its sole and absolute discretion decided on a case-by-case basis, may consent to in writing, this Deed Restriction prohibits any rental, sale or other transfer of fee simple title to the Property prior to the expiration of the Occupancy Period. If Grantee or Grantee's successors and assigns, breaches, violates or fails to perform or satisfy any of the covenants set forth in this Deed Restriction, then Grantor, and/or Grantor's successors and assigns, shall be entitled to enforce the remedies set forth in the Agreement including, without limitation, the right and option to recover the sum of fifteen percent (15%) of the Total Purchase Price ("Liquidated Damages") upon the rental, sale or other transfer of the Property in violation of this Deed Restriction. Grantee stipulates that any breach of this Deed Restriction by Grantee will cause material damage to Grantor, that the exact amount of damages would be difficult to quantify, and that the amount of the Liquidated Damages is a fair and reasonable estimate of such damages. Grantee shall pay the Liquidated Damages to Grantor concurrently with the rental, sale or other transfer of fee title to the Property by Grantee, and Grantee's obligation to pay the Liquidated Damages shall constitute a lien on the Property which shall run with the land and shall be binding on successors and assigns and may be foreclosed in the same manner as a mortgage or deed of trust.

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Community:Woodfield, Homesite: 0159

5. **No Duty to Enforce.** Grantor makes no representation or warranty to Grantee that Grantor will impose these requirements on other buyers of homes in the Community and/or that, if Grantor has imposed or in the future imposes these requirements on another buyer, that Grantor will enforce the requirements set forth in this Deed Restriction against other owners in the Community. Grantee specifically acknowledges and agrees that Grantor is not guaranteeing Grantee or assuring Grantee in any way that the Community will now or in the future be occupied only or primarily by owner occupants and/or that there will not be buyers in the Community who are purchasing homes in the Community for rentals or as an investment, with no intention of living in the home.
6. **Survival of Covenant on Transfer.** Except as otherwise provided in Section 9 below, Grantee's obligations and Grantor's rights hereunder and under the Agreement shall survive any transfer of the Property by Grantee.
7. **No Unreasonable Restraint.** Grantee acknowledges that the purpose of this Deed Restriction is (a) to reflect Grantor's desire to sell homes only to persons who will actually occupy them as a principal or secondary residence, (b) to obtain a stable Community of owner-occupied homes, and (c) to prevent a shortage of available homes for permanent residents. Grantee agrees that the provisions and restrictions set forth in this Deed Restriction do not constitute an unreasonable restraint upon alienation of the Property.
8. **Survival; Severability.** All of the covenants contained herein shall survive the delivery and recordation of the Deed conveying the Property from Grantor to Grantee. The provisions of this Deed Restriction shall be independent and severable, and a determination of invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision of this Deed Restriction or the Agreement.
9. **Mortgagee Protection Provisions.**
- 9.1 **Permitted Financing.** Notwithstanding anything to the contrary in this Deed Restriction or in the Agreement, Grantee may encumber the Property as security for a loan made by an institutional lender.
- 9.2 **Subordination.** Grantor hereby acknowledges and agrees that a violation of this Deed Restriction by Grantee shall not defeat or render invalid the lien of any first or second mortgage or deed of trust in favor of an institutional lender or investor and made in good faith and for value by Grantee, and that the covenants and provisions of this Deed Restriction shall be inferior and subordinate to the lien of any such first or second mortgage or deed of trust made by an institutional lender or investor, whether recorded concurrently with or subsequent to the deed conveying the Property to Grantee.
- 9.3 **Termination on Foreclosure.** This Deed Restriction and the Agreement are subject and subordinate to any first or second priority mortgage or deed of trust on the Property made by or held by an institutional lender or investor. Any party and its successors and assigns, receiving title to the Property pursuant to a judicial or non-judicial foreclosure, or by any conveyance in lieu of such foreclosure, of such a first or second priority mortgage or deed of trust recorded against the Property in the Public Records of the County in which the Property is located shall take title free and clear of the provisions of this Deed Restriction and the Agreement.
- 9.4 **HUD or VA Insured or Guaranteed Mortgages.** If the Property is encumbered by a mortgage insured by the Secretary of the United States Department of Housing and Urban Development ("**Secretary**"), or guaranteed by the United States Department of Veteran's Affairs ("**VA**"), then this Deed Restriction and the Agreement, shall automatically terminate if title to the Property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the insured or guaranteed mortgage is assigned to the Secretary or the VA.
- 9.5 **Insurance Proceeds and Condemnation Award.** In the event the Property is damaged or destroyed, or in the event of condemnation, Grantor shall have no claim or right to any proceeds thereof and such proceeds shall be held and distributed in accordance with the terms of any lien on the Property, in their order of priority.
10. **Covenant Running with the Land.**
- 10.1 The Property shall be held and conveyed subject to the terms set forth in this Deed Restriction. The covenants contained herein are intended and shall be construed as covenants and conditions running with and binding the Property and equitable servitudes upon the Property and every part thereof; and subject to Section 10.1, are for the benefit of the Benefited Property. Furthermore, all and each of the terms hereunder shall be binding upon and burden all persons having or acquiring any right, title or interest in the Property (during their ownership of such interest), or any part thereof, and their successors and assigns; and subject to Section 10.2 hereof, shall inure to the benefit of the Benefited Property and all persons having or acquiring any right, title or interest in the Benefited Property, or any part thereof, which shall be deemed the dominant tenement for purposes of this Deed Restriction. This Deed Restriction is intended to bind and benefit said persons only and is not intended to be, nor shall it be construed as being, for the benefit of adjoining property owners or any other third party.
- 10.2 In the event that fee title to any portion of the Benefited Property is or has been conveyed by Grantor to a third party (a "**Transferred Parcel**"), the terms of this Deed Restriction shall cease to benefit said Transferred Parcel unless Grantor expressly assigns to the transferee of the Transferred Parcel the benefits of all or a portion of the covenants contained herein, either concurrently with conveyance of the Transferred Parcel or at any time thereafter, in either case by recorded assignment document executed by Grantor and specifically referencing this Deed Restriction (general references to appurtenances or rights related to the acquired land will not suffice). Grantor and, upon recordation of any such assignment executed by Grantor in favor of a specific successor to the benefits hereof (a "**Benefits Successor**"), the Benefits Successor, and their successors alone shall have the right to enforce the terms of this Deed Restriction and the Agreement and to recover for violations by Grantee hereunder. Any merger of Grantor or Grantor's parent company with or into another entity or any acquisition of all or a portion of the stock or equity of Grantor or Grantor's parent company by a third party will not be deemed a conveyance of the Benefited Property triggering the applicability of this Section.

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Community: Woodfield, Homesite: 0159

In witness whereof, Grantee has entered into this Deed Restriction as of the day and year this Deed is recorded.

Lori E. Janesky
Witness Lori E. Janesky
Stephanie R. Anikrom
Witness Stephanie R. Anikrom

Witness

Witness

Robert P. Sicard
Grantee
Date: 1-25-08

Elizabeth A. Sicard
Grantee
Date: 1-25-08

STATE OF FLORIDA)
COUNTY OF St Lucie)SS.:

BEFORE ME, the undersigned authority, appeared Robert P. Sicard + Elizabeth A. Sicard, personally known, or has produced a driver's license as identification and proved to me to be the person whose name is subscribed to the foregoing instrument on this the 25th day of January, 2008.

My Commission Expires



Lori E. Janesky
NOTARY PUBLIC, State of Florida at Large

Notary's printed name:

STATE OF FLORIDA)
COUNTY OF _____)SS.:

BEFORE ME, the undersigned authority, appeared _____, personally known, or has produced a driver's license as identification and proved to me to be the person whose name is subscribed to the foregoing instrument on this the _____ day of _____, 20____.

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large

Notary's printed name: