

Return to:

Name: PGP Title

Address:

9240 Estero Park Commons,
Estero, FL 33928

This Instrument Prepared by:

Christine Duda

PGP Title

9240 Estero Park Commons

Estero, FL 33928

After recording return to:

PGP Title

2728 N. Harwood, 3rd Floor

Dallas, TX 75201

ATTN: Branch Support Center

PGP GF # 4013816

SPACE ABOVE THIS LINE FOR PROCESSING DATA

Property Appraiser's Parcel Identification Number: 32-39-32-00019-0000-00008/3

SPECIAL CONDOMINIUM WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the Tenth day of August, 2010, between

Centex Homes, a Nevada general partnership

having a business address at: 9240 Estero Park Commons, Estero, FL 33928
("Grantor") and

Roberto F. Berlingieri, a single person

having a mailing address of: 6375 Oxford Circle, #103, Vero Beach, FL 32966
("Grantee"),

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed and confirmed unto said "Grantee", its successors and assigns forever, following described land, situated, lying and being in the County of **Indian River**, State of **Florida**, to-wit:

Lot 8C, WOODFIELD P.D., PHASE 4, according to the plat thereof, as recorded in Plat Book 20, Page(s) 61 through 63, of the Public Records of Indian River County, Florida.

Grantee, by acceptance hereof, and by agreement with Grantor, hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforescribed Declaration, including, but not limited to, the obligation to make payment of assessments for the maintenance and operation of the Condominium.

SUBJECT TO RESTRICTIVE COVENANTS, CONDITIONS, EASEMENTS AND RESERVATIONS OF RECORD and those items shown on Exhibit "A " and the restrictions on occupancy period and use of the property attached hereto as Exhibit "B" attached hereto and made a part hereof. And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except for real estate taxes for the year of closing and subsequent years and any special taxes or assessments entered against said property after the date of closing, restrictions and easements of record, if any, and those restrictions attached hereto.

AND the grantor hereby covenants with said grantee, that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the grantor.

In Witness Whereof , Grantor has caused these presents to be executed in its name by its **Sales Accounting Mgr - South Florida Division** and caused its Corporate Seal to be affixed hereto the day and year first above written.

(CORPORATE SEAL)

Centex Homes



By: Centex Real Estate Corporation, a
Nevada Corporation, Its Managing
General Partner

By: Nicole Freitas, Sales Accounting
Mgr - South Florida Division

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Christine M. Duda

Witness Signature

Print Name: Lynne Tillman

STATE OF **Florida**
COUNTY OF **Orange**

The foregoing instrument was acknowledged before me on this day 8/10/10
by **Nicole Freitas, Sales Accounting Mgr - South Florida Division** of Centex Real Estate
Corporation, a Nevada Corporation, as the Managing General Partner of Centex Homes, a Nevada
General Partnership, on behalf of the Partnership, who is personally known to me, and did not take an
oath.

NOTARY PUBLIC-STATE OF FLORIDA
Lynne Tillman
Commission #DD744463
Expires: **FEB. 10, 2012**
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public Signature

Printed Name of Notary Public

Notary Public in and for the County and State Aforesaid.

My Commission Expires: _____

ACCEPTED BY GRANTEE:

Robt Berlingieri

Roberto F. Berlingieri

Signed, sealed and delivered in our presence:

M. Houser

Witness Signature

Print Name: M. Houser

Bernard S. Gante

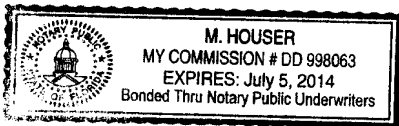
Witness Signature

Print Name: BERNARD S. GANTE

State of **Florida**

County of Indian River

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on **August 10, 2010**, by **Roberto F. Berlingieri, a single person** who is/are personally known to me or has/have produced a valid driver's license as identification.



M. Houser

NOTARY PUBLIC

M. Houser

Notary Print Name

My Commission Expires: 7/05/14

EXHIBIT "A"

1. Matters shown on the plat of WOODFIELD P.D., PHASE 4, as recorded in Plat Book 20, Page(s) 61 through 63.
2. Declaration for Woodfield, recorded in Official Records Book 2004, Page 2322, together with all exhibits, attachments and amendments thereto.
3. The Club at Woodfield Club Plan, recorded in Official Records Book 2004, Page 2237.
4. Matters shown on the plat of Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page(s) 25, recorded in St. Lucie County, Florida.
5. Easement- Including Generators and Fuel Supply Systems granted to Bellsouth Telecommunications, Inc. recorded in Official Book 1722, Page 1242.
6. Conservation Easement granted to St. Johns River Water Management District recorded in Official Book 1726, Page 662.
7. Concurrency Acknowledgement Agreement recorded in Official Records Book 1750, Page 2183.
8. Assignment of Development Rights, Permits and Approvals recorded in Official Book 1784, Page 1650.
9. Bill of Sale of Utility Facilities to Indian River County, Florida recorded in Official Records Book 2078, Page 1286.

All above references are to the Public Records of Indian River County, Florida.

Notwithstanding the inclusion of any matter on this Exhibit "A", if such matter has been terminated of record then, the inclusion of such matter on this Exhibit "A" shall not act to reestablish such matter.

EXHIBIT "B" TO DEED**DEED RESTRICTION
OCCUPANCY PERIOD AND USE OF THE PROPERTY**

As a material consideration inducing the grantor under the attached deed ("Seller") to sell to the grantee under such deed ("Buyer") that certain real property described in this Deed (the "Property"), Buyer has represented to Seller that Buyer intends to and will occupy the Property as Buyer's principal or secondary residence [or will rent the Property in accordance with neighborhood specific rules and regulations relating to such rentals] for a period of at least twelve (12) months after Buyer's acquisition of the Property (the "Occupancy Period"). Seller and Buyer have entered into a separate unrecorded agreement (the "Agreement") pursuant to which Buyer has agreed to occupy the Property as provided herein, and Buyer has agreed not to sell the Property for the duration of the Occupancy Period. This Deed Restriction is to put third parties on notice of such commitments by Buyer, and Seller's rights upon a breach of such commitments by Buyer, as provided in the Agreement and nothing contained in this Deed Restriction shall, or shall be deemed to, modify or amend the Agreement in any respect. In the event of any conflict between the provisions of the Agreement and the provisions of this Deed Restriction, the provisions of the Agreement shall prevail. Notwithstanding the foregoing, this Deed Restriction includes certain mortgagee protections which shall be in addition to, and shall not be superseded by, the mortgagee protections in the Agreement.

Buyer acknowledges that Seller, 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 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 [or will rent them in accordance with neighborhood specific rules and regulations relating to such rentals], to obtain a stabilized community of owner-occupied homes, and to mitigate a shortage of available homes for permanent residents.

1. Occupancy Covenants. Buyer, on behalf of itself and its successors and assigns, hereby covenants to and for the benefit of Seller that, during the Occupancy Period: (a) Buyer will occupy the Property as Buyer's principal or secondary residence after closing [or will rent the Property in accordance with neighborhood specific rules and regulations relating to such rentals]; and (b) Buyer shall not enter into any agreement for the sale or other transfer of the Property which would result in Buyer's failure to hold title thereto in fee simple for the duration of the Occupancy Period.

2. Permitted Transfers; Hardship Exceptions.

(a) Permitted Transfers. The following transfers ("Permitted Transfers") of title to the Property, or any estate or interest therein shall not constitute a breach of the foregoing covenants, provided, however, this Deed Restriction and the Agreement shall continue to burden the Property following such conveyance: (a) a good-faith transfer by gift, devise or inheritance to Buyer's spouse or issue, (b) a taking of title by a surviving joint tenant, (c) a court-ordered transfer of title to a spouse as part of a divorce or dissolution proceeding, (d) a transfer by Buyer to an inter vivos trust in which Buyer is a beneficiary, or (e) an acquisition of title, or of any interest therein, in conjunction with marriage.

(b) Hardship Exceptions. Notwithstanding the restrictions on transfers referenced above, Seller recognizes that a transfer of the Property may be desirable in certain circumstances and Seller may, in its sole and absolute discretion decided on a case-by-case basis, consent to a transfer of the Property during the Occupancy Period. Furthermore, Seller shall not unreasonably withhold its consent to a transfer in the following instances:

- (i) A transfer necessitated by the death of Buyer or Buyer's spouse;
- (ii) A transfer by Buyer to Buyer's spouse as co-owner;
- (iii) A transfer, conveyance, pledge, assignment or other hypothecation 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;
- (iv) A transfer in connection with a significant negative change in the financial circumstances of Buyer from Buyer's financial circumstances when Buyer acquired the Property, as evidenced by documentation reasonably acceptable to Seller;
- (v) A transfer necessitated by a medical condition of Buyer or another person living with Buyer for whom Buyer is the primary caretaker, as evidenced by documentation reasonably acceptable to Seller;
- (vi) A transfer in connection with a temporary (more than 6 months) or permanent employment related relocation of Buyer or Buyer's spouse, as evidenced by documentation reasonably acceptable to Seller;
- (vii) A transfer in connection with military activation or otherwise arising in connection with military service; or
- (viii) A transfer which, in Seller's sole independent judgment, constitutes a "hardship" situation consistent with the intent of this Deed Restriction.

3. Automatic Termination of Deed Restriction. The covenants set forth above, and the restrictions on 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. If Buyer or Buyer's successors and assigns, breaches, violates or fails to perform or satisfy any of the covenants set forth in the Agreement, Seller, and Seller's successors and assigns, may enforce the remedies set forth in the Agreement including, without limitation, the right and option to recover all "Appreciation" in value of the Property upon a sale of the Property in violation of the Agreement, determined as provided in the Agreement, and Buyer's obligation to pay the Appreciation shall constitute a lien on the Property which shall run with the land and shall be binding on successors and assigns.

5. No Duty to Enforce. Seller makes no representation or warranty to Buyer that Seller will impose these requirements on other buyers of homes in the Community and/or that, if Seller has imposed or in the future imposes these requirements on another buyer, that Seller will enforce the requirements set forth in this Deed Restriction against other owners in the Community. Buyer specifically acknowledges and agrees that Seller is not guaranteeing Buyer or assuring Buyer 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 provided in Paragraph 9, below, Buyer's obligations, and Seller's rights hereunder and under the Agreement shall survive any transfer of the Property by Buyer.

7. No Unreasonable Restraint. Buyer acknowledges that the purpose of this Deed Restriction is (i) to comply with Seller's intention to sell homes only to persons who will actually occupy them as a principal residence [or will rent the homes in accordance with neighborhood specific rules and regulations relating to such rentals], (ii) to obtain a stabilized community of owner-occupied homes, and (iii) to prevent a shortage of available homes for permanent residents. Buyer 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 Seller to Buyer. 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.

a) Permitted Financing. Notwithstanding anything to the contrary in this Deed Restriction or in the Agreement, Buyer may encumber the Property as security for a loan made by an institutional lender, the proceeds of which are used only to purchase the Property, improve the Property or both.

b) Subordination. Seller hereby acknowledges and agrees that a violation of this Deed Restriction by Buyer shall not defeat or render invalid the lien of any first mortgage or deed of trust in favor of an institutional lender or investor and made in good faith and for value by Buyer, 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 Buyer.

c) Termination on Foreclosure. This Deed Restriction and the Agreement are subject and subordinate to any first or second priority deed of trust or mortgage 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, under a power of sale contained in such a first priority mortgage or deed of trust recorded against the Property in the Office of the Recorder 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.

d) HUD or VA Insured or Guaranteed Mortgages. If Buyer has acquired the Property by a mortgage insured by the Secretary of the United States Department of Housing and Urban Development, or guaranteed by the United States Department of Veteran's Affairs, 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.

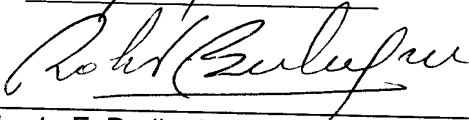
e) Insurance Proceeds and Condemnation Award. In the event the Property is damaged or destroyed, or in the event of condemnation, Seller shall have no claim or right to any proceeds thereof and such proceeds shall be held and distributed in accordance with the terms of any lien on the Property, in their order of priority.

10. Covenant Running with the Land. 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 the next paragraph in this Paragraph 10, 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 the next paragraph in this Paragraph 10, 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 Instrument. This Instrument 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.

In the event that fee title to any portion of the Benefited Property is or has been conveyed by Seller to a third party (a "Transferred Parcel"), the terms of this Instrument shall cease to benefit said Transferred Parcel unless Seller 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 Seller and specifically referencing this Instrument (general references to appurtenances or rights related to the acquired land will not suffice). Seller and, upon recordation of any such assignment executed by Seller 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 Seller hereunder. Any merger of Seller or Seller's parent company with or into another entity or any acquisition of all or a portion of the stock or equity of Seller or Seller's parent company by a third party will not be deemed a conveyance of the Benefited Property triggering the applicability of this paragraph.

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

Date: 8/10/2010



Roberto F. Berlingieri