

Return to (via enclosed envelope)  
North American Title Company  
10199 Southside Blvd., Suite 106  
Jacksonville, Florida 32256

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.:  
070425-007869-806-32

11647-09-00206

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the 5/29/2009 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 12724 Gran Bay Parkway Ste. 300, Jacksonville, FL 32258 and Samantha Peterson, a single woman and Kenneth Peterson, a married man ("Grantee") whose mailing address is 635 Briar View Drive; Orange Park, Florida 32065.

**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 Clay, State of Florida, to wit:

Lot No. 132 of HAMILTON GLEN AT OAKLEAF PLANTATION, according to the Plat thereof, as recorded in Plat Book 50, Page 52, of the Public Records of Clay 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 of Covenants and Restrictions for OakLeaf Plantation West governing the community at large in which the Property is located recorded in Official Records Book 2227 at Page 1543 and Supplementary Declaration of Covenants and Restrictions for OakLeaf Plantation West recorded in Official Records Book 2609 at Page 1894 (the "Master Declaration"); and (ii) Declaration of Covenants, Conditions, Restrictions and Easements for Hamilton Glen at OakLeaf Plantation governing any subdivision of which the Property is a part recorded in Official Records Book 2815 at Page 437 (the "Declaration"), all as amended and modified from time to time, which are recorded in the public records of Clay County, Florida and are incorporated by reference in their entirety into this Deed.

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

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. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

(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](http://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 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.

K. THE PROPERTY IS LOCATED WITHIN THE MIDDLE VILLAGE COMMUNITY DEVELOPMENT DISTRICT ("MVCDD"). THE MVCDD MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS ON THE PROPERTY. THE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

L. THE PROPERTY IS SUBJECT TO A DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER FOR THE VILLAGES OF ARGYLE, ADOPTED BY THE CITY OF JACKSONVILLE IN RESOLUTION 74-1445-498, AND BY CLAY COUNTY ON MARCH 13, 1975 BY UNNUMBERED RESOLUTION, AS AMENDED FROM TIME TO TIME.

M. The deed restrictions attached hereto as Exhibit A are incorporated herein by reference.

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, 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.

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

WITNESSES:

Beatrice Decker  
Print Name: Beatrice Decker

Beth LaDeen  
Print Name: Beth LaDeen

By: David Solomon  
Name: Authorized Agent  
Title: \_\_\_\_\_

(SEAL)

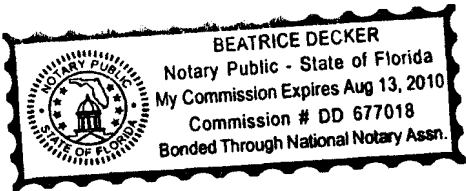
STATE OF FLORIDA )  
COUNTY OF CLAY Deval ) ss.:

The foregoing instrument was acknowledged before me this 5/29/09 by David Solomon, as Authorized Agent 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:

Beatrice Decker  
NOTARY PUBLIC, State of Florida at Large

Print Name



**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; or

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.

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

WITNESSES:

K. B. Leighton  
Print Name: Kathleen B. Leighton  
Beatrice Decker  
Print Name: Beatrice Decker

GRANTEE:

Samantha Peterson  
Samantha Peterson  
Kenneth Peterson by Samantha Peterson  
his Atty-in-fact  
Kenneth Peterson by Samantha Peterson,  
his attorney-in-fact

STATE OF FLORIDA )  
COUNTY OF CLAY Duval } ss.:

The foregoing instrument was acknowledged before me this 29th day of May, 2009 by Samantha Peterson, individually and as attorney-in-fact for Kenneth Peterson who is (are) personally known to me or who produced Drivers Licenses as identification.

My Commission Expires:

K. B. Leighton  
NOTARY PUBLIC, State of Florida at Large

Print Name

