

This Instrument Prepared by:  
 SOLOMON & FURSHMAN, LLP  
 1666 KENNEDY CAUSEWAY, SUITE 302  
 NORTH BAY VILLAGE, FLORIDA 33141

Grantee's Tax Identification No.:

Property Appraiser's Parcel ID Number:  
 41-38-41-006-000-00004-0

### QUITCLAIM DEED

THIS QUITCLAIM DEED, is made as of the 4<sup>th</sup> day of December, 2012, between LENNAR HOMES, LLC, a Florida limited liability company f/k/a LENNAR HOMES, INC., a Florida corporation ("Grantor" or "Developer"), having offices at 700 N.W. 107<sup>th</sup> Avenue, Miami, Florida 33172, and WHITEMARSH RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association"), having offices at 543 N.W. Lake Whitney Place, Suite 101, Port St. Lucie, Florida 34986.

### RECITALS:

A. In connection with the residential subdivision in Martin County, Florida known as Whitemarsh Reserve (the "Community"), that certain Declaration for Whitemarsh Reserve was recorded on September 12, 2006 in Official Records Book 2178, at Page 1448 of the Public Records of Martin County, Florida, and re-recorded on September 26, 2008 in Official Records Book 2182, at Page 2094 of the Public Records of Martin County, Florida (the "Original Declaration"). On May 6, 2009, the Developer recorded that certain First Amendment to Declaration for Whitemarsh Reserve in Official Records Book 2388, at Page 2652 of the Public Records of Martin County, Florida (the "First Amendment"). On May 19, 2010, the Developer recorded that certain Second Amendment to Declaration for Whitemarsh Reserve in Official Records Book 2454, at Page 2436 of the Public Records of Martin County, Florida (the "Second Amendment"). On December 5, 2012, the Developer recorded that certain Third Amendment to Declaration for Whitemarsh Reserve in the Public Records of Martin County, Florida (the "Third Amendment"). The Original Declaration, the First Amendment, the Second Amendment and the Third Amendment shall hereafter be referred to as the "Declaration".

B. Pursuant to the Declaration, all of the Common Areas (as defined in the Declaration) within the Community which are the maintenance responsibility of Association are to be conveyed to Association.

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Association, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does hereby remise, release and quitclaim unto Association and Association's successors and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described parcels of land, situate, lying and being in the County of Martin and State of Florida, to wit:

Tract R of WHITEMARSH RESERVE PUD PHASE I, according to the plat thereof recorded in Plat Book 16, at Page 5, of the Public Records of Martin County, Florida.

This conveyance is subject to the following:

- (a) the Declaration;
- (b) a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;
- (c) matters reflected in the plat(s) of the Community;
- (d) perpetual non-exclusive easements in favor of Developer (as defined in the Declaration), their successors, and assigns in, to, upon and over all of Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved herein shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;
- (e) all restrictions, easements, covenants and other matters of record; and

- (f) in the event that Association believes that Developer has failed in any respect to meet Developer's obligations under the Declaration or has failed to comply with any of Developer's obligations under law for the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this paragraph, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this paragraph will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy.

Without limiting the foregoing, Grantor specifically reserves the right (so long as Grantor owns any portion of the Community) to require that Association reconvey all or a portion of the property conveyed herein by quitclaim deed in favor of Grantor in the event that such property is required to be owned by Grantor for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anyway appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behalf of Association and Association's successors and assigns forever, and "as is" without any representations or warranties, express or implied, in fact or by law, as to the condition or fitness of the property conveyed hereto and improvements thereon.

IN WITNESS WHEREOF, Grantor has hereto set its hand and seal the day and year first above written.

WITNESSES:

Maria Suarez  
Print Name: Maria Suarez  
Paula Bermudez  
Print Name: Paula Bermudez

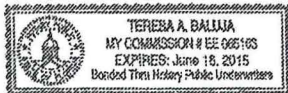
LENNAR HOMES, LLC, a Florida limited liability company f/k/a LENNAR HOMES, INC., a Florida corporation

By: [Signature]  
Name: Gray A. McPherson  
Title: VP

STATE OF FLORIDA )  
COUNTY OF Manatee SS. Dade

The foregoing instrument was acknowledged before me this 4 day of December, 2012, by Gray A. McPherson as VP of LENNAR HOMES, LLC, a Florida limited liability company f/k/a LENNAR HOMES, INC., a Florida corporation who is personally known to me or who has produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:



NOTARY PUBLIC, State of Florida at Large

Print Name: Teresa Baluja