

Return to: Kimberly K. Adams
Name: Southeast Title Insurance Agency, Inc
Address: 2825 Business Center Boulevard
Suite A-2
Melbourne, Florida 32940

This Instrument Prepared by:
Kimberly K. Adams
Southeast Title Insurance Agency, Inc
2825 Business Center Boulevard
Suite A-2
Melbourne, Florida 32940

as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s): 26 360852 A 10
Grantee(s) I.D. #(s):
File No:5332KA

WARRANTY DEED
(CORPORATION)

This Warranty Deed Made the 27th day of October, 2010, by Burgoon-Berger Construction Corporation, a Florida corporation, a corporation existing under the laws of Florida, and having its place of business at 4520 Dixie Highway NE, Palm Bay, Florida 32905, hereinafter called the grantor, *B+B* to Brenda T. Hearn,*whose post office address is: *PO Box 540247-Rockledge FL 32954* ~~4055 Quail Path Road, Cocoa, Florida 32926,~~ hereinafter called the grantee, *individually and as Trustee of the Brenda T. Hearn Trust u/t/d September 7, 1999 as amended and restated 8/23/2002 ** WITNESSETH: That said grantor, for and in consideration of the sum of \$54,500.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

Lot 10, Block A, HERITAGE ISLE P.U.D.-PHASE 4, according to the Plat thereof, recorded in Plat Book 54, page 36 through 39, of the Public Records of Brevard County, Florida. ***and further amended on May 13, 2009*

SEE ATTACHED EXHIBIT "A"

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever. And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2010, reservations, restrictions and easements of record, if any. (Wherever used herein the terms "grantor" and "grantee" included all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation.) In Witness Whereof, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

ATTEST: _____
Secretary

Burgoon-Berger Construction Corporation, a Florida corporation

Witness Signature: *Kimberly K Adams*
Printed Name: KIMBERLY K. ADAMS

BY: *Robert K. Berger*
Robert K. Berger, President

Witness Signature: *JAMES F. ADAMS, II*
Printed Name: JAMES F. ADAMS, II

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 27th day of October, 2010, by Robert K. Berger as President of Burgoon-Berger Construction Corporation, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced driver license(s) as identification.

My Commission Expires:

Kimberly K Adams
Printed Name: Kimberly K. Adams
Notary Public
Serial Number

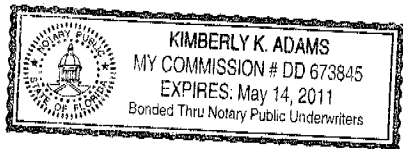


EXHIBIT A TO DEED**DEED RESTRICTION
OCCUPANCY PERIOD AND USE OF THE PROPERTY
Renting Permitted**

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. **Hardship Situations.** *Seller recognizes that a transfer of the Property in certain circumstances would not be inconsistent with the intent of this Addendum. 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 (each a "Hardship Situation"):*

- a) A transfer resulting from the death of Buyer;
- b) A transfer by Buyer where the spouse of Buyer becomes the only co-owner of the Property with Buyer;
- c) A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree;
- d) A transfer by Buyer into a revocable inter vivos trust in which Buyer is a beneficiary;
- e) 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 reconvened upon the completion of such performance;
- f) A transfer by Buyer (where Buyer is not self-employed) necessary to accommodate a mandatory job transfer required by Buyer's employer;
- g) A transfer necessitated by a medical or financial emergency, proof of which emergency has been delivered to Builder, and has been approved by Builder in its reasonable discretion;
- h) A transfer which, in the reasonable judgment of Seller, 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 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 Liquidated Damages upon a sale of the Property in violation of the Agreement, determined as provided in the Agreement, and Buyer'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.*

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.

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.

YB

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.

Dated this 27th day of October, 2010.

BUYER(S):

Brenda T. Hearn
Brenda T. Hearn

SELLER(S):

Burgoon-Berger Construction Corporation, a Florida corporation

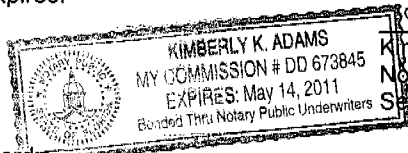
BY: Robert K. Berger
Robert K. Berger
President

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 27th day of October, 2010, by **Brenda T. Hearn**, who is/are personally known to me or who has/have produced driver licenses(s) as identification.

My Commission expires:

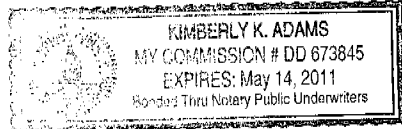
STATE OF Florida
COUNTY OF Brevard



Kimberly K. Adams
Kimberly K. Adams
Notary Public
Serial Number

The foregoing instrument was acknowledged before me this 27th day of October, 2010, by Robert K. Berger as President of **Burgoon-Berger Construction Corporation, a Florida corporation**, on behalf of the corporation. He/she is personally known to me or who has produced a driver license as identification.

My Commission expires:



Kimberly K. Adams
Kimberly K. Adams
Notary Public
Serial Number