

National Wildlife Federation Certified Habitats.

(1) National Wildlife Federation and NWF Certified Wildlife Habitat®.

The National Wildlife Federation (“**NWF**”), a 501(c)(3) non-profit conservation organization, and Seller’s affiliate, Taylor Morrison, Inc., a Delaware corporation (“**TM**”), have partnered to restore and protect wildlife habitats within communities developed by TM affiliates nationwide while engaging staff, community residents and the public in accessible and effective wildlife habitat stewardship and conservation efforts.

(2) NWF Certified Wildlife Habitat® in Taylor Morrison Communities.

NWF certifies areas within several TM communities (including this Community) as a National Wildlife Federation Certified Wildlife Habitat®, in order to improve and preserve natural areas for the benefit of wildlife and to enhance the enjoyment of residents and the community’s sense of pride and ownership. A National Wildlife Federation Certified Wildlife Habitat® within TM-affiliated communities may include, but are not limited to, Certified Natural Open Space™, Certified Monarch Gardens, and Certified Nature Play Space™.

(3) Maintenance Requirements and Habitat Stewardship Committee.

A National Wildlife Federation Certified Wildlife Habitat® has specific maintenance requirements that will be delineated in an NWF-approved “Habitat Management Plan” for this Community prior to turnover of the homeowners’ association for this Community (the “Association”). The Habitat Management Plan will provide standards and guidance for the preservation of natural areas and the promotion of successful long-term habitat stewardship. The Association shall maintain all National Wildlife Federation Certified Wildlife Habitat® sites to the standards set forth in the Habitat Management Plan for this Community. The Association’s budget will include all costs and expenses of maintenance of the National Wildlife Federation Certified Wildlife Habitat® sites within this Community.

(4) TERM AND AMENDMENT.

Wildlife habitat restoration and protection is a long term investment. In addition, it is important to protect the interests and expectation of homeowners who purchased Homes in the Community recognizing and identifying with the unique values of National Wildlife Federation Certified Wildlife Habitat® sites. Accordingly, the Association, directly or through its Habitat Stewardship Committee, shall continue to maintain the National Wildlife Federation Certified Wildlife Habitat® in the Community and such certification pursuant to the Declaration. On or after the turnover of control of the Association to the homeowners, of the article in the Declaration that covers NWF related matters shall not be amended without the prior written approval of homeowners holding at least eighty (80%) of the votes of the membership of the Association. In the event that an amendment to such article of the Declaration results in a decision to no longer maintain the National Wildlife Federation Certified Wildlife Habitat® or any such certifications, the Board of the Association promptly shall give written notice of such decision to NWF’s designated representative at TMHabitats@nwf.org.

(5) DISCLAIMERS; WAIVER OF CLAIMS AND INDEMNITY AND RELEASE OF LIABILITY.

The National Wildlife Federation Certified Wildlife Habitat® sites in the Community are designed and anticipated to attract birds and wildlife. The presence of certain wildlife may be a danger to people (especially children and the elderly) and pets. Buyer and his/her tenants and guests and others working in or visiting the Community must remain vigilant and closely watch their children, others in their custody, and their pets in the Community and particularly in the vicinity of or inside any National Wildlife Federation Certified Wildlife Habitat®. There also may be, from time to time, transmission of odors due to the presence of wildlife.

By accepting a deed to a Lot, Buyer, on behalf of himself/herself and his/her family members, guests, invitees, tenants (as permitted under the Declaration and other applicable governing documents), and their respective heirs, successors, executors, administrators, legal representatives, permitted assigns, and subrogates (collectively, the "Participants"), understands and acknowledges that being in close proximity to and/or participating in any activities (including, without limitation, walking, jogging, running, hiking), events, and/or services (collectively, "Activities") on, within, and/or near the National Wildlife Federation Certified Wildlife Habitat® in the Community, including, without limitation, Certified Natural Open Space™, Certified Monarch Gardens, and Certified Nature Play Space™, involve inherent risks and dangers, and that any person in close proximity to such areas or Participant may sustain physical and/or psychological injury, illness, paralysis, death, loss or damage to property, economic and/or emotional loss or any other injury (collectively, "Injury"), including, without limitation, serious bodily injury, including temporary or permanent disability, paralysis and death, as well as property damage. Such risks may include, but are not limited to, walking and climbing on natural rock beds which could be slippery, steep or unstable; falling and/or tripping hazards, such as tree stumps and rocks; sharp hazards, such sticks and rocks, which may result in Injury, including, without limitation, cuts, scrapes, splinters, and bruising; interaction with insects or wildlife, which may result in Injury, including, without limitation, bites and infestations by mosquitoes, ticks, chiggers, fleas or other insects that may be present; and Injury or infection by wild animals that may be present in such areas, including, but not limited to, birds, skunks, opossum, raccoons, snakes, lizards, frogs, badgers, moles, squirrels, stray dogs, and/or stray cats. Such risks and dangers may be caused by a Participant's own actions or inactions, the actions or inactions of others, the condition of such areas, adverse weather conditions, or the negligence of NWF, the Association, Seller, the Declarant (if different than Seller), TM, the Habitat Stewardship Committee, any management company then engaged by the Association and their respective subsidiaries, affiliates, employees, shareholders, owners, directors, officers, consultants and agents (collectively, the "NWF Released Parties").

BY ACCEPTANCE OF A DEED OR TITLE TO HIS/HER HOME OR BY USE OF HIS/HER HOME, BUYER, ON BEHALF OF HIMSELF/HERSELF AND ALL OF THE PARTICIPANTS, SHALL BE DEEMED TO HAVE VOLUNTARILY AND FREELY ASSUMED ALL RISKS AND DANGERS THAT MAY OCCUR AS A RESULT OF BEING ON, WITHIN, AND/OR NEAR THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITAT® sites AND/OR PARTICIPATING IN ANY ACTIVITY ON, WITHIN, AND/OR NEAR THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITAT® sites, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

By accepting a deed to a Lot, Buyer, for himself/herself, all of his/her Participants, and his/her heirs, successors, executors, administrators, legal representatives, permitted assigns, and subrogates, (i) KNOWINGLY AND INTENTIONALLY WAIVES, RELEASES, AND HOLDS HARMLESS, to the fullest extent permitted by law, the NWF Released Parties from and against any and all claims, damages, causes of action or other liabilities resulting from or relating to any National Wildlife Federation Certified Wildlife Habitat® in the Community or their access to or Activities in or around any National Wildlife Federation Certified Wildlife Habitat®, (ii) shall be deemed to have understood, acknowledged, and agreed that (a) the NWF Released Parties have no duty to supervise the Activities of any Participant or any other person on, within, and/or near the National Wildlife Federation Certified Wildlife Habitat® sites, (b) there will be no supervision whatsoever by the NWF Released Parties of any Activities that Buyer, other Participants, or persons may participate in at any time, and (c) the NWF Released Parties assume no responsibility or liability for the acts or omissions of any such persons nor for loss, damage or any kind of Injury sustained by any person as a result of, in connection to, or arising out of the National

Wildlife Federation Certified Wildlife Habitat® sites, and (iii) shall be deemed to have expressly assumed all risks associated with each and every Activity, as well as all improvements, fixtures and equipment, whether natural, manmade, or otherwise, associated with each and every Activity.

If any term of provision of this Section is deemed invalid, illegal, or unenforceable in any respect, this Section shall be construed without the effect of such term or provision, and shall continue in full force and effect, and Buyer shall continue to be bound by this Section, but without giving effect to such term or provision.

BUYER, ON BEHALF OF HIMSELF/HERSELF AND ALL OF HIS/HER PARTICIPANTS, SHALL BE DEEMED TO HAVE CAREFULLY READ, FULLY UNDERSTOOD, AND FREELY AND VOLUNTARILY ACCEPTED THE TERMS OF THIS SECTION—INCLUDING THE PARAGRAPH ABOVE BY WHICH BUYER WAIVES, RELEASES, AND HOLDS HARMLESS THE NWF RELEASED PARTIES AS MORE PARTICULARLY SPECIFIED THEREIN. BY ACCEPTANCE OF A DEED OR TITLE TO THEIR HOME OR BY USE OF THEIR HOME, BUYER, ON BEHALF OF HIMSELF/HERSELF AND ALL OF HIS/HER PARTICIPANTS, SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND CONSENTED TO GIVING UP CERTAIN LEGAL RIGHTS.

BY ACCEPTANCE OF A DEED OR TITLE TO THEIR HOME OR BY USE OF THEIR HOME, BUYER SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT IF BUYER DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES, OR WAIVERS ON BEHALF OF A PARTICIPANT, BUYER AND/OR OTHER PARTICIPANT(S) WILL NOT PARTICIPATE IN THE ACTIVITY OR ACTIVITIES LOCATED ON, WITHIN, AND/OR NEAR THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITAT® AND WILL IMMEDIATELY LEAVE THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITAT®, OTHERWISE THE CONTINUED PRESENCE OF BUYER AND/OR ANY PARTICIPANT(S) WILL BE DEEMED AS EXPRESS CONSENT TO THE TERMS AND CONDITIONS OF THIS SECTION, IN ITS ENTIRETY.

PLEASE REFER TO ARTICLE XIX OF THE DECLARATION FOR MORE INFORMATION REGARDING NWF.