

Section 1. NATIONAL WILDLIFE FEDERATION AND NWF CERTIFIED WILDLIFE HABITAT®. The National Wildlife Federation (“NWF”), a 501(c)(3) non-profit conservation organization, works across the country to preserve the values of conservation, increase America’s fish and wildlife populations, and enhance their capability to thrive in a rapidly changing world. To achieve such goals, NWF certifies certain areas as a National Wildlife Federation Certified Wildlife Habitat®, in order to improve and preserve natural areas for the benefit of wildlife.

Section 2. NWF CERTIFIED WILDLIFE HABITAT® IN TAYLOR MORRISON COMMUNITIES. Taylor Morrison, Inc., a Delaware corporation (“TM”), an affiliate of Declarant, is dedicated to creating and curating residential communities that elevate residents’ living experiences through a multitude of offerings, including, without limitation, harmony with nature and sense of pride and ownership in conserving, protecting and restoring wildlife habitats. To that end, TM has partnered with NWF to create and maintain National Wildlife Federation Certified Wildlife Habitat® sites within certain Common Areas of this Community and other communities developed by TM affiliates nationwide. 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™.

Section 3. MAINTENANCE REQUIREMENTS AND HABITAT STEWARDSHIP COMMITTEE. To maintain the certification of the National Wildlife Federation Certified Wildlife Habitat® sites, the Community must adhere to the specific requirements delineated in the “Habitat Management Plan” for this Community (“**Habitat Management Plan**”), which plan shall be approved by NWF, may be amended by NWF from time to time, and shall be available for review at the Association’s office or through electronic delivery upon any Owner’s written request. Those requirements may include, without limitation, (a) engaging maintenance contractors who are knowledgeable about wildlife conservation and qualified to maintain National Wildlife Federation Certified Wildlife Habitat® sites, (b) preventing undue disturbance to the National Wildlife Federation Certified Wildlife Habitat® sites, (c) filing annual reports and monitoring data, (d) maintaining documentation regarding environmental conditions, and (e) paying an annual re-certification fee to NWF. The Habitat Management Plan also sets forth standards and guidance for the preservation of natural areas and the promotion of successful long-term habitat stewardship. The Association may appoint a committee (a “**Habitat Stewardship Committee**”) to be responsible for (i) executing the Habitat Management Plan, (ii) maintaining all National Wildlife Federation Certified Wildlife Habitat® sites in the Community to the standards set forth in the Habitat Management Plan, and (iii) enforcing other elements and requirements in the Habitat Management Plan to maintain such certification. The Association shall have the right to enact the charter for the Habitat Stewardship Committee and amend the same from time to time, which charter shall set forth the composition of the committee members, their term of service and other matters commonly seen in similar charters. All costs and expenses of maintaining the National Wildlife Federation Certified Wildlife Habitat® sites within this Community and such certification (including, without limitation, complying with all of the requirements thereof or relating thereto) shall be an Operating Expense included in the Association’s annual budget to be paid by each Owner through regular assessments pursuant to this Declaration.

Section 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 Owners

who purchased Homes in the Community recognizing and identifying with the unique values of the National Wildlife Federation Certified Wildlife Habitat®. Accordingly, the Association, directly or through the Habitat Stewardship Committee, shall continue to maintain the National Wildlife Federation Certified Wildlife Habitat® sites in the Community and such certification pursuant to this Article XIX. In the event that an amendment to this Article XIX results in a decision to no longer maintain the National Wildlife Federation Certified Wildlife Habitat® or any such certifications, the Board promptly shall give written notice of such decision to NWF's designated representative at TMHabitats@nwf.org.

Section 5. DISCLAIMERS; WAIVER OF CLAIMS AND INDEMNITY AND RELEASE OF LIABILITY. The National Wildlife Federation Certified Wildlife Habitat® 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. Owners and their 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, each Owner, on behalf of themselves, all of their Participants, and their respective heirs, successors, executors, administrators, legal representatives, permitted assigns, and subrogates, understands and acknowledges that being in close proximity to and/or participating in Activities on, within, and/or near the National Wildlife Federation Certified Wildlife Habitat® within TM-affiliated communities, including, without limitation, Certified Habitat 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 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 as 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, TM, and the Habitat Stewardship Committee, and their respective subsidiaries, affiliates, employees, owners, directors, officers, consultants and agents (collectively, the "**NWF Released Parties**").

BY ACCEPTANCE OF A DEED OR TITLE TO THEIR HOME OR BY USE OF THEIR HOME, EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR 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, each Owner, for themselves, all of their Participants, and their respective 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 any National Wildlife Federation Certified Wildlife Habitat®, (b) there will be no supervision whatsoever by the NWF Released Parties of any Activities that the Owner, 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 each Owner shall continue to be bound by this Section, but without giving effect to such term or provision.

EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR 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 EACH OWNER 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, EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR 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, EACH OWNER SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT IF THE OWNER DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES, OR WAIVERS ON BEHALF OF A PARTICIPANT, THE OWNER 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® SITES AND WILL IMMEDIATELY LEAVE THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITAT®, OTHERWISE THE CONTINUED PRESENCE OF THE OWNER AND/OR OTHER PARTICIPANT(S)

WILL BE DEEMED AS EXPRESS CONSENT TO THE TERMS AND CONDITIONS OF THIS ARTICLE, IN ITS ENTIRETY.