Instr #2017069672 BK: 3533 PG: 1259, Filed & Recorded: 12/11/2017 4:00 PM CVW Deputy Clk, #Pgs:3 Don Barbee Jr,Clerk of the Circuit Court Hernando CO FL Rec Fees: \$27.00 Deed Doc Stamp: \$2,170.00

Prepared by and return to: Fuentes & Kreischer, P.A. 1407 W. Busch Blvd. Tampa,FL 33612 20171026

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this December 08, 2017, by IH Central Florida, LLC, a Florida limited liability company, whose post office address is: 6522 Gunn Highway, Tampa, Florida 33625, ("Grantor"), to Cliff Frank Lince and Miriam B. Mullen, husband and wife, whose post office address is: 1086 Beckon Court, Spring Hill, Florida 34609, ("Grantee").

WITNESSETH:

That Grantor for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, conveys and confirms unto Grantee all that certain land situate in Hernando County, Florida, more particular described as follows:

Lot 19, Block 29, Villages at Avalon Phase 2A, as per plat thereof, recorded in Plat Book 39, Page 27-30, of the Public Records of Hernando County, Florida

Parcel ID #: R34 223 18 3752 0290 0190

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 Grantor hereby coventants with Grantee that Grantor is lawfully seized of the Land in Fee simple; that Grantor has good right and lawful authority to sell and convey the Land; that Grantor hereby fully warrants the title to the Land and will defend the same against the lawful claims of all persons arising by, under or through Grantor and none other; and that the land is free of all encumbrances, except current real property taxes, and covenants, restrictions and easements of record, including those set forth on Exhibit "A" hereof.

Provided, however, that the Land is subject to certain options and rights of re-purchase in favor of the Grantor in the event the Grantee enters into a contract for sale or conveys the Land within two(2) years from the date hereof. Reference is hereby made to such rights as contained in the unrecorded contract for purchase between Grantor and Grantee. By acceptance and recording of this deed by Grantee, Grantee acknowledges that the Grantee's obligations under the contract are covenants binding upon the Land, and are secured thereby. Grantor acknowledges that its options and rights are (i) subordinate to any purchase money or second mortgage financing, and (ii) are void and of no force and effect if grantee shall take actual possession of the Land and shall file with the county in which the

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Land is located prior to such sale or the entry into a contract for sale, a bona fide application for homestead tax exemption with respect to the Land.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of:

IH Central Florida, LLC,

a Florida limited liability company

By: Reed Williams, President

Print Name:

Ann M. Zyndorf

Print Name:

Paula Zoumberos

STATE OF FLORIDA COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this _____ day of December, 2017, by Reed Williams as President of IH Central Florida, LLC, who is <u>personally</u> known to me or has produced a driver's license as identification.

NOT THE STATE OF T

Printed Name

Notary Public

Commission Expiration date:

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EXHIBIT "A"

1. All assessments and taxes for the year of closing and all subsequent years, which are not yet due and payable.

2. Exceptions noted on title as follows:

Taxes for the year 2018 and all subsequent years, not yet due and payable. Said taxes shall become due and payable November 1, 2018 Folio #R34 223 18 3752 0290 0190.

Easements, restrictions, common areas, and or other matters as shown on plat of VILLAGES AT AVALON PHASE 2A, as recorded in Plat Book 39, Pages 27 through 30, of the Public Records of Hernando County, Florida.

10 foot front Utility Easement as shown on plat of VILLAGES AT AVALON PHASE 2A, as recorded in Plat Book 39, Pages 27 through 30, of the Public Records of Hernando County, Florida.

5 foot Telecommunications Easement as shown on plat of VILLAGES AT AVALON PHASE 2A, as recorded in Plat Book 39, Pages 27 through 30, of the Public Records of Hernando County, Florida.

Declaration of Covenants, Conditions, Restrictions, Easements and Assessments as set forth in O.R. Book 2084, Page 1236; amended in O.R. Book 2084, Page 1337; O.R. Book 2145, Page 268 and O.R. Book 2511, Page 599; Assignment of Developers Rights as set forth in O.R. Book 3104, Page 783; Designation of Builder under the Declaration as set forth in O.R. Book 3111, Page 28; all of the Public Records of Hernando County, Florida.

Subject to Agreement by and between Avalon Development, LLC and Hernando County, a subdivision of the State of Florida, recorded in O.R. Book 1821, Page 1285, of the Public Records of Hernando County, Florida.

The Villages of Avalon Water and Sewer Service Agreement by and between the Hernando County Water and Sewer District, a body corporate and politic and Avalon Development, LLC, a Florida limited liability company as set forth in O.R. Book 1956, Page 1498, of the Public Records of Hernando County, Florida.

Easement and Memorandum of Agreement in favor of Capitol Infrastructure, LLC as set forth in O.R. Book 2084, Page 1307; Amendment to Easement and Memorandum of Agreement in favor of Capitol Infrastructure, LLC, a North Carolina limited liability company d/b/a Connexion Technologies as recorded in O.R. Book 2624, Page 1622, all of the Public Records of Hernando County, Florida.

Easement and Memorandum of Agreement as set forth in O.R. Book 2259, Page 421, of the Public Records of Hernando County, Florida.

Easement granted unto BellSouth Telecommunications, Inc., as set forth in O.R. Book 2319, Page 578, of the Public Records of Hernando County, Florida.

Declaration of Grant of Easements granted unto The Homeowners' Association of Avalon Village, Inc., a Florida not-for-profit corporation as recorded in O.R. Book 2455, Page 703 and O.R. Book 2455, Page 714, of the Public Records of Hernando County, Florida.