

Prepared by:
Serenity Title, LLC
102 South Westland Avenue
Tampa, FL 33606

After Recording Return To:
Delmer Lee Atkins, Jr. and Yana Atkins
783 Hillshire Place
Spring Hill, FL 34609

File Number: 2024-2032
Parcel ID: R33 223 18 1385 0000 0540

Special Warranty Deed

This SPECIAL WARRANTY DEED dated October 25, 2024, by **IH Central Florida, LLC**, a Florida Limited Liability Company, of 6522 Gunn Highway, Tampa, FL 33625, ("the Grantor") to **Delmer Lee Atkins, Jr. and Yana Atkins, husband and wife**, of 485 Argyll Drive, Spring Hill, FL 34609, ("the Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, the successors and assigns of the corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Hernando, State of Florida, viz:

Lot 54, Avalon West, Phase 1, according to the map or plat thereof, as recorded in Plat Book 45, Page(s) 7 through 10, inclusive, of the Public Records of Hernando County, Florida.

More commonly known as: 783 Hillshire Place, Spring Hill, FL 34609

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 lawful claims of all persons arising by, under or through Grantor and none other; and that said land is free of all encumbrances, except current real property taxes, and any and all covenants, restrictions, and easement of record, including, those set forth in 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 the Grantor and the 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 the Grantee shall take actual possession of the Land and shall file with the county in

which the 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, the said Grantor has signed and sealed these presents the day and year first above written.

IH Central Florida, LLC, a Florida Limited Liability Company

By: Sara K. Flint
Sara K. Flint, President

Becky Murray
WITNESS
PRINT NAME: Becky Murray
6522 Gunn Hwy
Tampa, FL 33625
MAILING ADDRESS

Sabrina Grooms
WITNESS
PRINT NAME: Sabrina Grooms
6522 Gunn Hwy
Tampa, FL 33625
MAILING ADDRESS

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 24 day of October, 2024 by Sara K. Flint, President of IH Central Florida, LLC, a Florida Limited Liability Company, on behalf of the Limited Liability Company.

Rebecca Murray

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: X
OR Produced Identification: _____

Type of Identification Produced: _____

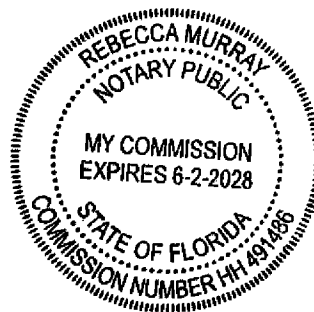


Exhibit "A"

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

Rights or claims of parties in possession not shown by the public records.

Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

Taxes or assessments which are not shown as existing liens in the public records.

4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
6. NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.
7. NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

8. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Avalon West, Phase 1, recorded in Plat Book 45, Page 7 through 10, inclusive, of the Public Records of Hernando County, Florida.
9. Restrictive covenants, conditions, easement and assessments which include provisions for A. an easement on the land; B. a lien for liquidated damages; C. a private charge or assessments; D. an option to purchase; E. a right of first refusal, or, F. the prior approval of a future purchaser or occupant, as contained in that certain Declaration of Residential Restrictions as set forth in Official Records Book 2084, Page 1236,

amended and/or Supplemented in Official Records Book 2084, Page 1337; Official Records Book 2145, Page 268, Official Records Book 3447, Page 842, Official Records Book 3497, Page 1825, Official Records Book 3515, Page 533, Official Records Book 3603, Page 1250, Official Records Book 3732, Page 1530, Official Records Book 3792, Page 459, Official Records Book 3792, Page 473, Official Records Book 3837, Page 1950, Official Records Book 3865, Page 1364, Official Records Book 3975, page 1341, Official Records Book 4085, Page 331, Supplemental Community Declaration recorded in Official Records Book 4213, Page 1340; further amended in Official Records Book 4222, Page 114, Official Records Book 4277, Page 685, and Official Records Book 4361, Page 924.

10. Recorded Notice of Environment Resource Permit as recorded in Official Records Book 4220, Page 1888.
11. All oil, gas and mineral rights reserved in Deed Book 88, Page 400 and Deed Book 94, Page 223; Notice of Claim recoded in Official Records Book 375, Page 118, the right of surface entry having been terminated by operation of the Florida Marketable Record Title Act, Chapter 712, Florida Statutes.
12. All oil, gas and mineral rights reserved in Deed Book 94, Page 156, the right of surface entry having been terminated by operation of the Florida Marketable Record Title Act, Chapter 712, Florida Statutes.
13. All oil, gas and mineral rights reserved in Deed Book 94, Page 377; together with that oil, gas and mineral lease as recorded in Deed Book 83, Page 435, the right of surface entry having been terminated by operation of the Florida Marketable Record Title Act, Chapter 712, Florida Statutes.
14. All oil, gas and mineral rights reserved in Official Records 20, Page 239; Notice of Claim recorded in Official Records Book 375, Page 124, the right of surface entry having been terminated by operation of the Florida Marketable Record Title Act, Chapter 712, Florida Statutes.
15. All oil, gas and mineral rights reserved in Official Records Book 347, Page 158; Notice of Claim recorded in Official Records Book 363, Page 27, the right of surface entry having been terminated by operation of the Florida Marketable Record Title Act, Chapter 712, Florida Statutes.
16. All oil, gas and mineral rights pursuant to Notice of Conveyance of Oil, gas, and other interest Official Records Book 101, Page 576; Official Records Book 888, Page 1204, Official Records Book 3255, Page 1130 the right of surface entry having been terminated by operation of the Florida Marketable Record Title Act, Chapter 712, Florida Statutes.
17. Any loss or damage arising from assessments occurring after date of policy resulting from the provisions contained in Florida Statute 720.3085(2), notwithstanding any contrary provisions of any ALTA 5.1 or ALTA 9 series endorsements which may be attached.
18. NOTE: All recording references in this form shall refer to the public records of Hernando County, Florida, unless otherwise noted.