

Inst: 202012009300 Date: 05/19/2020 Time: 1:48PM  
Page 1 of 4 B: 1411 P: 2123, P.DeWitt Cason, Clerk of Court  
Columbia, County, By: PT

Prepared By and Return To:  
BKL-**DeNUNE, INC.**  
672 E. Duval St.  
Lake City FL 32055

Deputy Clerk Doc Stamp-Deed: 489.30 Doc Stamp-Mort: 241.50  
Tax: 138.00

### CONTRACT FOR DEED

THIS **CONTRACT FOR DEED**, made this 7th day of May 2020, between **BKL-DeNune, Inc.**, a Florida corporation whose mailing address is P.O. Box 3176., Lake City, Florida 32056, hereinafter referred to as "Seller"\*, and **Richard O. Echeverri and Alicia A. Echeverri, his wife** whose mailing address is 169 SW Hummingbird Glen, Lake City, Florida 32024, hereinafter referred to as "Purchaser".\*

**WITNESSETH**, that if the Purchaser shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the Seller hereby covenants and agrees to convey and assure to said Purchaser their heirs, executors administrators or assigns, in fee simple, clear of all encumbrances whatever, by a good and sufficient Warranty Deed, the following described property, situated in the County of Columbia, State of Florida, known and described as follows, to wit: Property Identification No.: P/O 00358-001

**Parcel 2 of Murray Acres, an unrecorded subdivision, parcel is more particularly described in Exhibit "A" attached and made part hereof. This Contract for Deed given subject to utility and road easements of record, and as found on Exhibit "A" attached, and Deed Restrictions as found on Exhibit "B" attached and made a part of. Price includes new 4" well with 1 hp pump and 900 gallon septic tank to be installed on property.**

The total agreed upon purchase price of the property shall be **Sixty-Nine thousand nine hundred and no/100---(\$69,900.00) Dollars**, payable at the times and in the manner following: **Nine hundred and no/100---(\$ 900.00) Dollars** down, receipt of which is hereby acknowledged, and the balance of **\$69,000.00** payable monthly beginning **June 15, 2020** in the amount of **\$ 575.00** per month with interest at the rate of **8.9 percent** from **May 15, 2020**, and continuing until all principal and accrued interest has been paid in full. Purchaser shall have the right to make prepayment at any time without penalty.

Purchaser is required to make monthly payments for prorated property taxes along with the monthly principal and interest payments. The beginning monthly payment is \$ 63 which is based on the current year's taxes. Purchaser understands this amount may not cover his entire share of the yearly tax bill and any shortfall will be due by the March 31 yearly tax deadline. Monthly payments for prorated property taxes will be adjusted annually. Purchaser understands and agrees that monthly payments for prorated taxes are mandatory. In the event the payment for monthly prorated property taxes becomes 30 days late, this entire Contract for Deed shall be considered in default. Payments for monthly prorated property taxes are nonrefundable in the event this Contract for Deed is terminated for any reason.

\* "Seller" and "Purchaser" are used for singular or plural, as context requires.

At such time as the Purchaser shall have paid the full amount due and payable under this Contract, or at other times as provided herein, the Seller promises and agrees to convey the above described property to the Purchaser by good and sufficient Warranty Deed, subject to Deed Restrictions as set forth in this Contract For Deed.

The Seller warrants that the title to the property can be fully insured by a title insurance company authorized to do business in the State of Florida.

The Purchaser shall be permitted to go into possession of the property covered by this Contract immediately, and shall assume all liability for taxes from and after that date. Purchaser acknowledges receipt of this Contract.

The time of payment shall be of the essence and in the event of any default of payment of any of the purchase money as and when it becomes due, or in performance of any other obligations assumed by the Purchaser in this Contract, including the payment of taxes, and in the event that the default shall continue for a period of Fifteen (15) days, then the Seller may consider the whole of the balance due under this Contract immediately due and payable and collectible, or the Seller may rescind this Contract, retaining the cash consideration paid for it as liquidated damages, and this Contract then shall become null and void and the Seller shall have the right to re-enter and immediately take possession of the property covered by this Contract. In the event that it is necessary for the Seller to enforce this Contract by foreclosure proceedings, or otherwise, all costs of the proceedings, including a reasonable attorney's fee, shall be paid by the Purchaser. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Installments not paid with Ten (10) days after becoming due under the terms of this Contract shall be subject to, and it is agreed Seller shall collect a late charge in the amount of Five Percent (5%) of the monthly payment per month upon such delinquent installments. **ANY PAYMENT MADE BY CHECK AND WHICH IS RETURNED UNPAID BY THE BANK WILL REQUIRE PURCHASER TO PAY A \$35.00 PENALTY FOR DISHONORED CHECK.**

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In the event this Contract is assigned, sold, devised, transferred, quit-claimed or in any way conveyed to another by the Purchaser, then in that event, all of the then remaining balance shall be come immediately due and payable and collectible.

Purchaser acknowledges that they have personally inspected subject property and found it to be as represented. Purchaser further agrees that the property is suitable for the purpose for which it is being purchased.

Sellers make no claim as to this property's specific land use as specified in the County's Land Use Plan in which this property is located. Purchase should consult the County's Zoning Department to determine specific land use.

Sellers make no warranty on flood plan. Purchase should note flood plan designation on survey.

IT IS MUTUALLY AGREED, by and between the parties hereto, that the time of each payment shall be an essential part of the Contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals the day and year first above written. Before I (we) signed this Contract, I (we) received a copy of the restrictions and I (we) personally inspected the above referenced property.

Holly C. Hanover  
Witness as to Seller: Holly C. Hanover

Connie B. Roberts  
Witness as to Seller: Connie B. Roberts

Holly C. Hanover  
Witness as to Buyer: Holly C. Hanover

Connie B. Roberts  
Witness as to Buyer: Connie B. Roberts

BKL-DeNUNE, INC., a Florida corporation

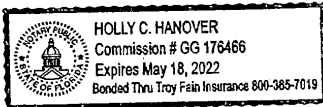
BY: Martha Jo Khachigan L.S.  
Martha Jo Khachigan, President

Richard O. Echeverri L.S.  
Buyer: Alicia A. Echeverri L.S.  
Buyer: Alicia A. Echeverri

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 7 day of May 2020, by Martha Jo Khachigan, President, on behalf of BKL-DeNune, Inc., a Florida corporation. She is personally known to me.

SEAL:

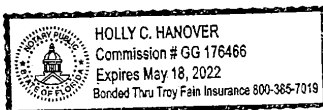


Holly C. Hanover  
Holly C. Hanover  
Notary Public, State of Florida  
My Commission Expires 5-18-22

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 7 day of May 2020, by Richard O. Echeverri and Alicia A. Echeverri who produced as identification:

SEAL:



Holly C. Hanover  
Holly C. Hanover  
Notary Public, State of Florida  
My Commission Expires 5-18-22

EXHIBIT A

DESCRIPTION: (PARCEL #2)

A PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 15 EAST, COLUMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE SAID NE 1/4 OF THE SW 1/4 OF SECTION 13, AND RUN N.88°53'12"E., A DISTANCE OF 660.20 FEET; THENCE S.00°01'26"E., A DISTANCE OF 664.82 FEET; THENCE S.88°57'52"W., A DISTANCE OF 659.54 FEET TO THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4; THENCE N.00°04'46"W., ALONG SAID WEST LINE, A DISTANCE OF 663.91 FEET TO THE POINT OF BEGINNING. ACCORDING TO A SURVEY OF AN UNRECORDED DIVISION OF LAND BY L. SCOTT BRITT, DATED 11/07/06. CONTAINING 10.06 ACRES MORE OR LESS.

Together with, and subject to a reservation of easement unto Grantor, its heirs, successors and assigns as further described below, a perpetual, non-exclusive easement for ingress, egress and utilities purposes over the following described lands, to wit:

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE EAST 60.00 FEET THEREOF, AND THAT PART OF A 60.00 FOOT EASEMENT LYING 30.00 FEET RIGHT AND 30.00 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCE AT THE NORTHEAST CORNER OF THE SW 1/4 SAID SECTION 13 AND RUN THENCE S.88°53'12"W., A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE S.00°01'54"W., A DISTANCE OF 665.69 FEET; THENCE S.88°57'52"W., A DISTANCE OF 629.54 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE, INCLUDING A 60.00 FOOT CUL-DE-SAC CENTERED ON THE POINT OF TERMINATION IN THIS DESCRIPTION. SAID RADIUS POINT BEING AT THE SOUTHWEST CORNER OF THE SAID NE 1/4 OF THE NE 1/4 OF THE SW 1/4.

ALSO:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL: THE NORTH 50 FEET OF THE WEST 50 FEET OF THE NW 1/4 OF THE SE 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 15 EAST, COLUMBIA COUNTY, FLORIDA.

(hereafter referred to as the "Easement"). It being understood that the Easement and the reservation of the Easement by Grantor herein, are appurtenant to the land.

Grantor reserves unto itself the right to use the Easement for the benefit of Grantor and Grantor's heirs, successors, and assigns, together with all others likely situated to whom Grantor may hereafter grant such easement, who at all times hereafter and into perpetuity may use the Easement for ingress, egress and utilities, in conjunction with Grantee, and Grantee's heirs, successors, and assigns. Further, Grantor is in no way is bound, obligated, or under any duty to improve, maintain, or to keep in repair, the Easement, nor does Grantor assume any liability or responsibility to Grantee, or any person using the Easement by invitation, expressed or implied, or any other persons traversing the Easement, for the condition of the Easement, it being material conditions of acceptance of this Easement by Grantee that hereafter, Grantee shall have both the right and obligation to maintain the Easement, and is subject to Grantor's rights as heretofore described.

SUBJECT TO utility easements of record, if any.

## **Schedule B**

### **DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS:** That this Declaration of Restrictions and Protective Covenants is made and entered into by BKL-DeNune, Inc., a Florida corporation, hereinafter referred to as the "Seller".

#### **WITNESSETH**

WHEREAS, the Seller is the owner of certain real property in Columbia County, Florida, which is more particularly described as:

Parcel 2 Murray Acres Division of Land  
See Legal Description in Schedule A

NOW, THEREFORE, the Seller hereby declares that the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

(1) No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than 1,000 square feet. Container homes are not allowed. Mobile homes and modular housing will be allowed, providing they meet the minimum square footage requirement and are in good condition. Mobile homes must not be older than seven (7) years at the time they are placed on the Property. Developer reserves the right to approve mobile homes that do not meet the above requirements. All mobile homes must be skirted within sixty (60) days of delivery to the Lot. All improvements to the Lot shall be done in a neat and orderly manner. All mobile homes must be properly permitted by Columbia County.

(2) Travel trailers, campers and motorhomes shall not be used as living quarters on any lot permanently, but may be used on a temporary basis, and only if, they meet Columbia County Building and Zoning requirements.

(3) No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be erected thereon for any type of commercial purposes or which may be or become an annoyance or nuisance. No sign of any kind shall be displayed on the parcel, except one sign of not more than five square feet advertising the property for sale or rent.

(4) The Owner shall keep their parcel clean and cleared of cumulative growth and rubbish (trash, junk, garbage, abandoned automobiles, etc.).

(5) No swine shall be raised, bred or kept on the parcel. Dogs, cats and other pets may be kept, so long as they are within the confines of a fence, pen, etc., or within the Owner's dwelling place. Large animals shall be limited to one per acre, i.e., one (1) cow or one (1) horse per acre. Animal pens shall be kept clean and neat in appearance. All animals shall be maintained so as not to be a nuisance.

(6) If any Owner, person, firm or corporation, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for the Seller, its successors in title to Prosecute and proceed at law or equity against the Owner, person, firm or corporation, or their heirs, successors or assigns, violating or attempting to violate the covenants herein, and obtain any injunctive relief or other remedy provided by law, including but not limited to, damages, costs and attorney's fees, including any appeals. Said costs may be collected by the placing of a lien thereof against the parcel and by its foreclosure in due and legal manner.

(7) No defacement of property is allowed. Borrow pits are not allowed. A pond may be constructed and maintained on any lot so long as all necessary permits are obtained and approved by Seller during the term of the mortgage. If a pond is constructed, it must be maintained in such a way as not to become a nuisance.