Inst: 202212012213 Date: 06/22/2022 Time: 3:14PM

Page 1 of 4 B: 1469 P: 1449, James M Swisher Jr, Clerk of Court

Columbia, County, By: VC Deputy ClerkDoc Stamp-Deed: 525.00

This Instrument Prepared by & return to:

COLUMBIA LAND MAINTENANCE, LLC

Address:

P.O. Box 1733 Lake City, FL 32056

Property Appraisers Parcel ID Numbers(s) 32-2S-17-04820-105

Consideration: 74,995

Rec: 35.50 Doc: 525.00

Space above this line for recording data

Space above this line for processing data

This Warranty Deed, Made and executed the 5 Day of 0000, 2022, by COLUMBIA LAND MAINTENANCE, LLC, a Florida limited liability company, whose mailing address is P.O. Box 1733, Lake City, FL 32056, hereinafter called the grantor, to JORGE L. ORLANDO DIAZ AND ADIARIS HERNANDEZ RODRIGUEZ, as husband and wife, whose post office address is 223 NW Testament Court, Lake City, FL 32055, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument, singular and plural, and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the Grantor, for and in consideration of the sum of \$10.00 (Ten Dollars) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land, situate in COLUMBIA County, State of Florida, viz:

Parcel 5 of Josephine Division of Land, parcel is more particularly described in Exhibit "A" attached and made a part hereof given subject to utility and road easements and reservations of record, and as found on Exhibit "A" attached, and Deed Restrictions as found on Exhibit B attached and made a part hereof.

Property ID: 32-2S-17-04820-105

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 it is lawfully seized of said land in fee simple; that it has the good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of

all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

In Witness Whereof, the said Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

COLUMBIA LAND MAINTENANCE, LLC
Name of Grantor Signed, sealed and delivered in the presence of: Witness Signature Holly C. Hanover Grantor Signature drey S. Bullard, Managing Member Printed Name Printed Name P.O. Box 1733, Lake City, FL 32056 Grantor's Post Office Address Sally D. Register Printed Name STATE OF FLORIDA COUNTY OF COLUMBIA The foregoing instrument was acknowledged before me by physical presence this day of () LVVe, 2022, by Audrey S. Bullard, as Managing Member of COLUMBIA LAND MAINTENANCE, LLC, a Florida limited liability company, who has produced identification or (X) is personally known to me.

> HOLLY C. HANOVER Commission # HH 217379 Expires May 18, 2026

[NOTARY SEAL]

Exhibit A Legal Description Parcel 5 Josephine Acres

PARCEL 5

COMMENCE at the Southwest corner of Section 32, Township 2 South, Range 17 East, Columbia County, Florida and run North 87°57'18"East along the South line of the Southwest 1/4 of the Southwest 1/4 of said Section 32 a distance of 1336.97 feet to the Southeast corner of said Southwest 1/4 of the Southwest 1/4 of Section 32; thence North 00°46'34" West along the East line of said Southwest 1/4 of the Southwest 1/4 of Section 32 a distance of 653.56 feet to the POINT OF BEGINNING; thence South 87°59'52" West a distance of 1312.16 feet to a point on the East maintained Right-of-Way line of NW Testament Court; thence Northerly along said East maintained Right-of-Way line of NW Testament Court a distance of 332 feet, more or less; thence North 87°59'52" East a distance of 1312.22 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of Section 32; thence South 00°46'34" East along said East line of the Southwest 1/4 of the Southwest 1/4 of Section 32 a distance of 332.25 feet to the POINT OF BEGINNING. Containing 10.00 acres, more or less.

Subject to existing road right of way.

Subject to 20' easement for utilities along Western Boundary.

Subject to 10' easement for utilities along North and South Boundary.

Exhibit B <u>DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS</u>

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Restrictions and Protective Covenants is made and entered into by Audrey S. Bullard, as Trustee of D & B Timber & Land Trust, 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:

PARCELS 1-6 Josephine Division of Land

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 750 square feet. 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.