

Prepared by and return to:
DHI Title of Florida, Inc.
4220 Race Track Road, Ste. 800
Saint Johns, FL 32259

File Number: 122-170100095

Sales Price: \$940,000.00

Documentary Stamps: \$6,580.00

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GENERAL WARRANTY DEED

This General Warranty Deed made and entered into this 9th day of **February, 2017**, by **D&H Properties, LLC, a Delaware limited liability company**, (hereinafter referred to as "Grantor"), and whose address is **4121 East Highway 390, Panama City, FL 32404**, to **D.R. Horton, Inc., a Delaware corporation**, whose address is **25366 Profit Drive, Daphne, AL 36526**, (hereinafter referred to as "Grantee").

WITNESSETH:

THAT for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells, conveys and confirms unto said Grantee all that certain real property and the improvements thereon (hereinafter collectively referred to as the "Real Property") in County of **Bay, Florida**, more particularly described as follows:

Lots 44, 46 through 57, 59 and 60, Villages of Mill Bayou/Shoreline Village Phase 1B, as per Plat thereof, recorded in Plat Book 25, Page 46, of the Public Records of Bay County, Florida.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

SUBJECT TO the matters set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD the same unto Grantee in fee simple, forever.

AND Grantor hereby covenants with Grantee: (1) that Grantor is lawfully seized of the Real Property in fee simple; (2) that Grantor has good right and lawful authority to sell and convey the Real Property; (3) that Grantor hereby fully warrants the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever, subject to the Permitted Exceptions; and (4) that the Real Property is free of all encumbrances except the Permitted Exceptions.

[Remainder of Page Intentionally Left Blank-Signatures Commence on Following Page]

Real Property is free of all encumbrances except the Permitted Exceptions.

[Remainder of Page Intentionally Left Blank-Signatures Commence on Following Page]

IN WITNESS WHEREOF, Grantor has caused this General Warranty Deed to be executed as of the day and year first above written.

Signed, sealed and delivered in our presence:

Phil M
Witness Signature

Richard Greer
Witness Printed Signature

[Signature]
Witness Signature

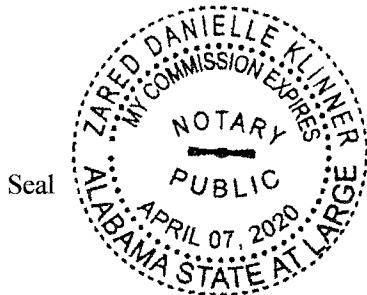
Randall A. Lenders
Witness Printed Signature

**D&H Properties, LLC, a Delaware
limited liability company**

By: *John P David*
John P. David, Manager

^{ZDK}
State of ~~Florida~~ Alabama
County of *Shelby*

The foregoing instrument was sworn before me this 30 day of Jan, 2017, by **John P. David, Manager of D&H Properties, LLC, a Delaware limited liability company**, on behalf of the company with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence). And who acknowledged that he/she executed the within instrument for purposes therein contained.



Zared Danielle Klinner
Notary Public

My Commission

Expires: *April 7, 2020*

EXHIBIT "A"
Permitted Exceptions

1. Taxes for the year 2017, which are not yet due and payable.
2. Restrictions, reservations, covenants, easements, conditions and all other matters as shown on as recorded in Plat Book 25, Page 46, together with Surveyor's Affidavit recorded in Official Records book 3794, page 2194, of the Public Records of Bay County, Florida.
3. Restrictive covenants, conditions, easements, stipulations, reservations and other provisions, as contained in instrument recorded in Official Record Book 3625, Page 2014, as amended in Official Records Book 3778, Page 2013, as amended in Official Records Book 3799, Page 2224, of the Public Records of Bay County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), Including, but not limited to a Transfer Fee as shown in Article VI (j).
4. Terms and conditions of Development Agreement recorded in Official Records Book 3072, Page 555, amended in Official Records Book 3444, Page 1016, as Partially Assigned in Official Records Book 3778, Page 2021, amended in Official Records Book 3793, page 1370, of the Public Records of Bay County, Florida.
5. Terms and conditions of Proportionate Fair Share Agreement recorded in Official Records Book 3715, page 499, of the Public Records of Bay County, Florida.