

**THIS INSTRUMENT PREPARED BY AND
UPON RECORDING, PLEASE RETURN TO:**

Jarrett D. Bingemann, Esquire
AKERMAN LLP
420 South Orange Avenue, 12th Floor
Orlando, Florida 32801
Telephone: 407-423-4000

Parcel Identification Numbers: See **Exhibit "C"**

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED WITH RESTRICTIVE COVENANT is made and entered into as of the 27th day of July, 2023, by and between, **DHIR – AMORE VILLAGE, LLC**, a Delaware limited liability company, whose post office address is 1341 Horton Circle, Arlington, TX 76011 ("**Grantor**"), to **SFR V Tranche 5 Borrower, LLC**, a Delaware limited liability company, whose post office address is 7500 N. Dobson Road, Suite 300, Scottsdale, AZ 85256 ("**Grantee**").

Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include all the parties to this Special Warranty Deed With Restrictive Covenant and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations. The singular shall be deemed to include the plural, and vice versa, where the context so permits.

W I T N E S E T H:

THAT, for and in consideration of the sum of Ten Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain real property together with the improvements thereon (hereinafter collectively referred to as the "**Property**") in Brevard County, Florida, more particularly described as follows:

SEE **EXHIBIT "A"** ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE.

THIS CONVEYANCE is subject to those matters set forth on **EXHIBIT "B"** attached hereto and made a part hereof (the "**Permitted Exceptions**").

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

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

AND the Grantor hereby specially warrants it will defend the right and title to said land unto Grantee, subject only to the matters expressly set forth herein, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR (a) GRANTOR'S REPRESENTATIONS AND WARRANTIES IN SECTION 6.6 AND SECTION 7.1 OF THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED AS OF JUNE 30, 2023, BETWEEN GRANTOR AND GRANTEE (the "PSA"), (b) THE HOME WARRANTY (AS THAT TERM IS DEFINED IN THE PSA) ISSUED AT CLOSING BY SELLER, AND (c) ANY WARRANTIES OF TITLE CONTAINED IN THIS DEED (COLLECTIVELY, THE "GRANTOR'S WARRANTIES"), THIS CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" AND "WHERE IS" BASIS AND WITHOUT ANY REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED).

GRANTEE ACKNOWLEDGES THAT THE PURCHASE PRICE IS SIGNIFICANTLY LOWER THAN WOULD HAVE BEEN AGREED TO BY THE PARTIES WITHOUT THE DISCLAIMER OF WARRANTIES INCLUDED IN THIS DEED.

THE GRANTOR'S WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY AS TO HABITABILITY, WORKMANSHIP, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, PAST, PRESENT OR FUTURE CONDITION OR USE OF ANY LANDS OR AREAS SURROUNDING THE PROPERTY OR IN THE VICINITY OF THE PROPERTY, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT, ALL OF WHICH ARE HEREBY DISCLAIMED BY GRANTOR AND WAIVED BY GRANTEE.

GRANTEE EXPRESSLY AND KNOWINGLY AGREES TO THIS DISCLAIMER AND WAIVES ANY RIGHT UNDER OR RELATED TO ANY AND ALL CAUSES OF ACTION WHETHER BASED IN TORT, CONTRACT, STATUTE OR COMMON LAW, WHETHER EXPRESS OR IMPLIED, EXCEPT GRANTOR'S WARRANTIES. IN ENTERING INTO THE PSA AND THIS DEED, GRANTEE IS NOT RELYING ON ANY STATEMENT, REPRESENTATION OR WARRANTY OTHER THAN THE GRANTOR'S WARRANTIES.

GRANTEE ACKNOWLEDGES THAT GRANTEE HAS ENTERED INTO THE PSA AND THIS DEED WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC, USE,

COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND ANY COMMUNITY IMPROVEMENTS (HEREINAFTER DEFINED) AND THAT, OTHER THAN THE GRANTOR'S WARRANTIES, GRANTEE IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY GRANTOR OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON GRANTOR'S BEHALF CONCERNING THE PROPERTY OR ANY COMMUNITY IMPROVEMENTS.

GRANTEE ADDITIONALLY AGREES THAT GRANTOR HAS NO OBLIGATION, PAST, PRESENT OR FUTURE, TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS TO THE PROPERTY, THE COMMUNITY (HEREINAFTER DEFINED) OR THE COMMUNITY IMPROVEMENTS, AND EXCEPT AS EXPRESSLY PROVIDED IN THE PSA, TO PAY ANY FEES, COSTS OR EXPENSES RELATED TO THE PROPERTY, THE COMMUNITY OR ANY COMMUNITY IMPROVEMENTS, OR FOR ANY OTHER LIABILITY OR OBLIGATION WITH RESPECT TO THE PROPERTY, COMMUNITY OR ANY COMMUNITY IMPROVEMENTS.

IN ADDITION TO ANY OTHER RELEASES IN THE PSA, GRANTEE HEREBY FOREVER RELEASES AND DISCHARGES GRANTOR AND GRANTOR'S AFFILIATES FROM ALL RESPONSIBILITY, OBLIGATIONS, CLAIMS, DEMANDS AND LIABILITY WHATSOEVER REGARDING THE CONDITION, VALUATION, SALABILITY OR UTILITY OF THE PROPERTY AND ANY COMMUNITY IMPROVEMENTS, OR THE SUITABILITY FOR ANY PURPOSE WHATSOEVER OF THE PROPERTY AND ANY COMMUNITY IMPROVEMENTS, EXCEPT FOR THE GRANTOR'S WARRANTIES.

As used in this Deed, the term "Grantor's Affiliates" means (a) any entity that directly or indirectly controls, is controlled by or is under common control with Grantor, (b) any entity at least a majority of whose economic interest is owned by Grantor and (c) any member, shareholder, officer, director, employee or agent of any such entity or entities; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations, and the term "Community Improvements" means any and all infrastructure and improvements constructed or installed in connection with the development of any lots and/or the community in which the Property is a part (the "Community"), including without limitation streets, utilities of all types and all utility infrastructure (including but not limited to water, wastewater, electric, natural gas, telecommunications, storm sewer, drainage, and reclaimed water), common area improvements for the Community or any phase thereof, and other shared improvements.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed to be effective as of June 27, 2023.

Signed, sealed and delivered
in the presence of:

GRANTOR:

DHIR – AMORE VILLAGE, LLC,
a Delaware limited liability company

Gayle Chaney
Print Name: Gayle Chaney

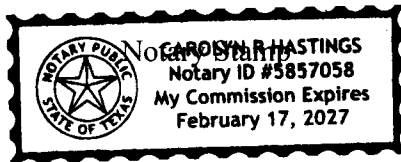
By: D.R. Horton, Inc.,
a Delaware corporation,
its authorized agent

Robert M. Karas
Print Name: Robert M. Karas

By: Bill W. Wheat
Name: Bill W. Wheat
Title: Chief Financial Officer

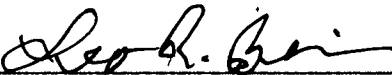
STATE OF Texas)
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 13th day of July, 2023, by means of ☒ physical presence or ☐ online notarization, by Bill Wheat, as CFO of D.R. Horton, Inc., a Delaware corporation, the authorized agent for **DHIR – AMORE VILLAGE, LLC**, a Delaware limited liability company, on behalf of said entities, who ☒ is personally known to me or ☐ has produced _____ as identification.



Carolyn Hastings
Notary Public, State of Texas
Commission No. _____
My Commission Expires: 2-17-2027

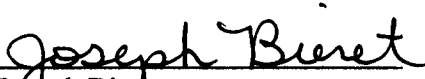
Signed, sealed and delivered
in the presence of:


Print Name: Leo Benjamin


Print Name: Jackie DePietro

GRANTEE:

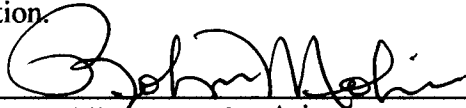
SFR V Tranche 5 Borrower, LLC,
a Delaware limited liability company

By: 
Name: Joseph Bieret
Title: Authorized Signatory

STATE OF Arizona)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 20 day of July, 2023, by means of
[x] physical presence or [] online notarization, by Joseph Bieret, as
Authorized Signer of **SFR V Tranche 5 Borrower, LLC**, a Delaware limited liability
company, on behalf of the company, who is (x) personally known to me or () has produced
_____ as identification.

Notary Stamp


Notary Public, State of Arizona
Commission No. 631473
My Commission Expires: 7/11/2026

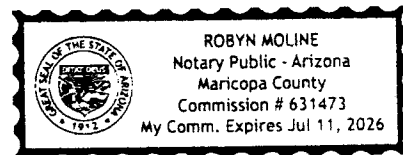


Exhibit A

Legal Description

Lots 1 through 78, inclusive, Amore Village, according to the plat thereof, as recorded in Plat Book 71, Pages 33 and 34, of the Public Records of Brevard County, Florida

Exhibit B

Permitted Exceptions

1. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
2. The land lies within the boundaries of the Melbourne Tillman Water Control District and is subject to all canal rights of way as set forth in the Instrument recorded in Official Records Book 3074, Page 2366, Public Records of Brevard County, Florida.
3. Reciprocal Easement Agreement recorded August 24, 2012 in Official Records Book 6675, Page 1165, Public Records of Brevard County, Florida.
4. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Amore Village, recorded in Plat Book 71, Pages 33 and 34, together with Scrivener's Error Affidavit recorded in Official Records Book 9493, Page 1834, all of the Public Records of Brevard County, Florida.
5. Resolution No. 3846 recorded June 19, 2019 in Official Records Book 8467, Page 1343, Public Records of Brevard County, Florida.
6. Reciprocal Easement Agreement recorded May 21, 2021 in Official Records Book 9130, Page 1167, Public Records of Brevard County, Florida.
7. Declaration of Protective Covenants, Restrictions and Easements for Amore Village recorded in Official Records Book 9466, Page 1314; as may be subsequently amended, Public Records of Brevard County, Florida, and as affected by that certain Assignment of Declarant Rights, dated as of the date hereof.
8. Stormwater Maintenance Agreement Amore Village recorded April 5, 2022, in Official Records Book 9466, Page 1437, Public Records of Brevard County, Florida.
9. Fire Protection System Agreement Amore Village recorded April 5, 2022, in Official Records Book 9466, Page 1453, Public Records of Brevard County, Florida.
10. Potable Water System Maintenance Agreement Amore Village recorded April 5, 2022, in Official Records Book 9466, Page 1453, Public Records of Brevard County, Florida.
11. Underground Easement (Business) granted to Florida Power & Light Company and recorded March 24, 2023 in Official Records Book 9746, Page 2279, Public Records of Brevard County, Florida.
12. Rights of tenants in possession, as tenants only, under unrecorded written leases, without any rights-of-first refusal or options to purchase all or any portions of the Property.
13. Declaration Of Restrictive Covenants (Florida – Amore Village), dated as of the date hereof.

Exhibit C

Parcel Identification Numbers

1. **Tax ID / APN** 3028348 - 28-37-20-02-*1
2. **Tax ID / APN** 3028349 - 28-37-20-02-*2
3. **Tax ID / APN** 3028350 - 28-37-20-02-*3
4. **Tax ID / APN** 3028351 - 28-37-20-02-*4
5. **Tax ID / APN** 3028352 - 28-37-20-02-*5
6. **Tax ID / APN** 3028353 - 28-37-20-02-*6
7. **Tax ID / APN** 3028354 - 28-37-20-02-*7
8. **Tax ID / APN** 3028355 - 28-37-20-02-*8
9. **Tax ID / APN** 3028356 - 28-37-20-02-*9
10. **Tax ID / APN** 3028357 - 28-37-20-02-*10
11. **Tax ID / APN** 3028358 - 28-37-20-02-*11
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19. **Tax ID / APN** 3028366 - 28-37-20-02-*19
20. **Tax ID / APN** 3028367 - 28-37-20-02-*20
21. **Tax ID / APN** 3028368 - 28-37-20-02-*21
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23. **Tax ID / APN** 3028370 - 28-37-20-02-*23
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