Recording Requested by:
NORTH AMERICAN TITLE COMPANY

THE TOTAL OF THE T

OFFICIAL RECORDS OF PINAL COUNTY RECORDER LAURA DEAN-LYTLE

When recorded mail to: Akeesta Boman 297 W. Seaside Drive Casa Grande, AZ 85222

DATE/TIME: 05/02/07 1438
FEE: \$17.00
PAGES: 6
FEE NUMBER: 2007-053461

Èscrow No.: AZ-06-31007883

CORPORATE SPECIAL DEED

(without liens and encumbrances)

KNOW ALL MEN BY THESE PRESENTS: THAT

U.S. HOME CORPORATION, A DELAWARE CORPORATION, DBA LENNAR

For the consideration of TEN/AND/NO/100 DOLLARS, and other valuable considerations, the GRANTOR herein, does convey to:

AKEESTA BOMAN, AN UNMARRIED WOMAN

The GRANTEE, the following described real property situated in Pinal County, Arizona.

SEE LEGAL DESCRIPTION EXHIBIT "A" ATTACHED HERETO.

SUBJECT TO: Existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all matters as set forth in Master Deed Restrictions recorded in Document No.

And the GRANTOR binds itself and its successors to warrant the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

In WITNESS WHEREOF, the GRANTOR has caused its corporate name to be signed by the undersigned officer.

DATED: May 1, 2007

GRANTOR:

U.S. HOME CORPORATION

BY:_

JOHN ELISTON,

DIRECTOR OF SALES

State of ARizona County of Maricopa

on before me, the undersigned a Notary Public in and for said County and State, personally appeared to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

"OFFICIAL SEAL"

Jeri A. Musso

Notary Public-Arizona

Maricopa County

My Commission Expires 3/10/08

Signature_

My Commission expires

EXHIBIT "A"

Lot 82, of VILLAGO PARCEL 10, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet F, Slide 025.

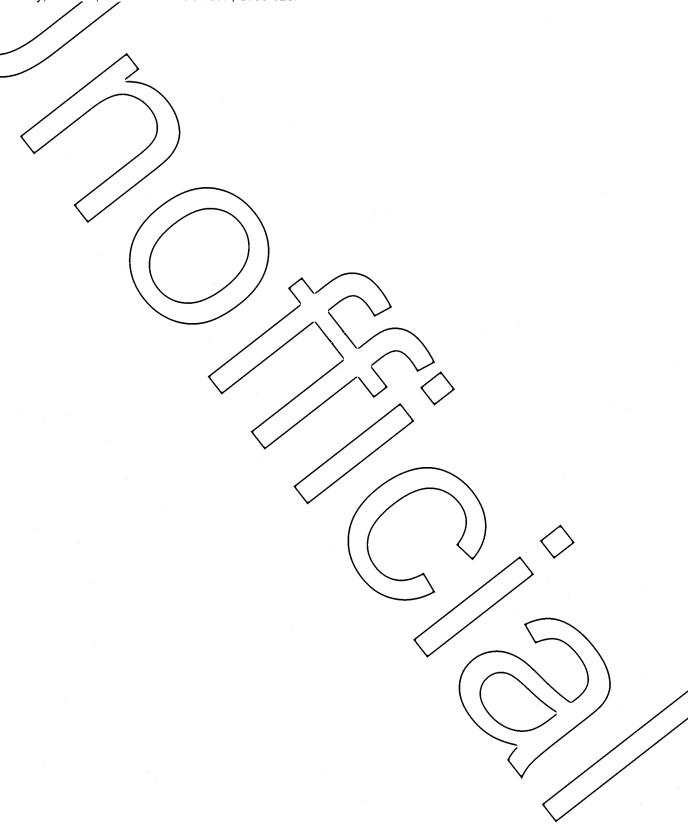


EXHIBIT A TO DEED

DEED RESTRICTION OCCUPANCY PERIOD AND ANTI-SPECULATION AGREEMENT

As a material consideration inducing the grantor under the attached deed ("Seller") to sell to the grantee under such deed ("Buyer") that certain real property described in this Deed (the "Property"), Buyer has agreed to certain restrictions regarding the use and sale or transfer of the Property during the twelve (12) months from the Buyer's closing (the "Occupancy Period").

Seller and Buyer have entered into a separate unrecorded agreement (the "Agreement") whereby Buyer agreed to the foregoing limitations and further agreed to not sell the Property for the duration of the Occupancy Period. This Deed Restriction is to put third parties on notice of such commitments by Buyer, and Seller's rights upon a breach of such commitments by Buyer, as provided in the Agreement and nothing contained in this Deed Restriction shall, or shall be deemed to, modify or amend the Agreement in any respect. In the event of any conflict between the provisions of the Agreement and the provisions of this Deed Restriction, the provisions of the Agreement shall prevail. Notwithstanding the foregoing, this Deed Restriction includes certain mortgagee protections which shall be in addition to, and shall not be superseded by, the mortgagee protections in the Agreement.

Buyer acknowledges that Seller, as a developer and builder of single family and multi-family residences, has an interest in ensuring that such residences, and the communities in which they are built, including the Property and the community which the Property is a part (such community being referred to herein as the "Community" or the "Benefited Property") are purchased and occupied only by persons who will actually occupy them as a primary or secondary residence, to obtain a stabilized community of owner-occupied homes, and to mitigate a shortage of available homes for permanent residents.

- 1. Occupancy Covenants. Buyer, on behalf of itself and its successors and assigns, hereby covenants to and for the benefit of Seller that, during the Occupancy Period. (a) Buyer will limit its use of the Property as set forth the Agreement; and (b) except as permitted in Paragraph 2 below, Buyer shall not enter into any agreement for the sale or other transfer of the Property which would result in Buyer's failure to hold title thereto in fee simple for the duration of the Occupancy Period.
- 2. <u>Hardship Situations</u>. Seller recognizes that a sale rental or transfer of the Property in certain circumstances would not be inconsistent with the intent of the Occupancy Period and Agreement. Seller may, in its sole and absolute discretion decided on a case-by-case basis, consent to a sale, rental or transfer of the Property during the Occupancy Period. Furthermore, Seller shall not unreasonably withhold its consent to a rental or transfer in the following instances (each a "Hardship Situation"):
 - a) A rental or transfer resulting from the death of Buyer;
 - b) A transfer by Buyer where the spouse of Buyer becomes the only co-owner of the Property with Buyer;
 - c) A transfer resulting from a decree of dissolution of marriage or legal séparation or from à property settlement agreement incident to such decree;
 - d) A transfer by Buyer into a revocable inter vivos trust in which Buyer is a beneficiary;
 - e) A transfer, conveyance, pledge, assignment or other hypothecation of the Property to secure the performance of an obligation, which transfer, conveyance, pledge, assignment or hypothecation will be released or reconvened upon the completion of such performance;

- f) A rental or transfer by Buyer (where Buyer is not self-employed) necessary to accommodate a mandatory job transfer required by Buyer's employer;
- g) A rental or transfer necessitated by a medical or financial emergency, proof of which emergency has been delivered to Builder, and has been approved by Builder in its reasonable discretion;
- h) A rental or transfer which, in the reasonable judgment of Seller, constitutes a "hardship" situation consistent with the intentions of this Deed Restriction.
- 3. <u>Automatic Termination of Deed Restriction</u>. The covenants set forth above, and the restrictions on rental or transfer of the Property set forth herein, shall automatically terminate and be of no further force and effect on the date which is twelve (12) months after the date of recordation of this Deed.
- 4. Remedies for Breach. If Buyer or Buyer's successors and/or assigns, breaches, violates or fails to perform or satisfy any of the covenants set forth in the Agreement, Seller, and Seller's successors and/or assigns, may enforce the remedies set forth in the Agreement including, without limitation, the right and option to recover Liquidated Damages from Buyer upon a sale of the Property in violation of the Agreement, determined as provided in the Agreement, and Buyer's obligation to pay the Liquidated Damages shall constitute a lien on the Property which shall run with the land and shall be binding on the successors and/or assigns of Buyer.
- 5. No Duty to Enforce. Seller makes no representation or warranty to Buyer or any other party that Seller (i) will impose these requirements on other buyers of homes in the Community, or (ii) is obligated to or will enforce the requirements set forth in this Deed Restriction against other owners in the Community. Buyer specifically acknowledges and agrees that Seller is not guaranteeing Buyer or assuring Buyer in any way that the Community will now or in the future be occupied only or primarily by owner occupants and/or that there will not be buyers in the Community who are purchasing homes in the Community for rentals or as an investment, with no intention of living in the home.
- 6. <u>Survival of Covenant on Transfer.</u> Except as provided in Paragraph 9 below, Buyer's obligations, and Seller's rights hereunder and under the Agreement shall survive any transfer of the Property by Buyer.
- 7. No Unreasonable Restraint. Buyer acknowledges that the purpose of this Deed Restriction is (i) to comply with Seller's intention to sell homes only to persons who will actually occupy them as a principal residence or will rent the homes in accordance with neighborhood specific rules and regulations relating to such rentals, (ii) to obtain a stabilized community of owner-occupied homes, and (iii) to prevent a shortage of available homes for permanent residents. Buyer agrees that the provisions and restrictions set forth in this Deed Restriction do not constitute an unreasonable restraint upon alienation of the Property.
- 8. <u>Survival</u>; <u>Severability</u>. All of the covenants contained herein shall survive the delivery and recordation of the deed conveying the Property from Seller to Buyer. The provisions of this Deed Restriction shall be independent and severable, and a determination of invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision of this Deed Restriction or the Agreement.

9. Mortgagee Protection Provisions.

- a) Permitted Financing. Notwithstanding anything to the contrary in this Deed Restriction or in the Agreement, Buyer may encumber the Property as security for a loan made by an institutional lender.
- b) Subordination.—Seller hereby acknowledges and agrees that a violation of this Deed Restriction by Buyer shall not defeat or render invalid the lien of any first or second priority mortgage or deed of trust in favor of an institutional lender or investor and made in good faith and for value by Buyer, and that the covenants and provisions of this Deed Restriction shall be inferior and subordinate to the lien of any such first or second mortgage or deed of trust made by an institutional lender or investor, whether recorded concurrently with or subsequent to the deed conveying the Property to Buyer.
- Termination on Foreclosure. This Deed Restriction and the Agreement are subject and subordinate to any first or second priority deed of trust or mortgage on the Property made by or held by an institutional lender or investor. Any party and its successors and assigns, receiving title to the Property pursuant to a judicial or non-judicial foreclosure, or by any conveyance in lieu of such foreclosure, under a power of sale contained in such a first priority mortgage or deed of trust recorded against the Property in the Office of the Recorder of the County in which the Property is located shall take title free and clear of the provisions of this Deed Restriction and the Agreement.
- d) HUD or VA Insured or Guaranteed Mortgages. If Buyer has acquired the Property by a mortgage insured by the Secretary of the United States Department of Housing and Urban Development (the "Secretary"), or guaranteed by the United States Department of Veteran's Affairs, then this Deed Restriction and the Agreement, shall automatically terminate if title to the Property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the insured or guaranteed mortgage is assigned to the Secretary or the VÁ.
- e) Insurance Proceeds and Condemnation Award. In the event the Property is damaged or destroyed, or in the event of condemnation, Seller shall have-no claim or right to any proceeds thereof.
- 10. Covenant Running with the Land. The Property shall be held and conveyed subject to the terms set forth in this Deed Restriction. The covenants contained herein are intended and shall be construed as covenants and conditions running with and binding the Property and equitable servitudes upon the Property and every part thereof; and subject to the next paragraph in this Paragraph 10, are for the benefit of the Benefited Property. Furthermore, all and each of the terms hereunder shall be binding upon and burden all persons having or acquiring any right, title or interest in the Property (during their ownership of such interest), or any part thereof, and their successors and assigns; and subject to the next paragraph in this Paragraph 10, shall inure to the benefit of the Benefited Property and all persons having or acquiring any right, title or interest in the Benefited Property, or any part thereof, which shall be deemed the dominant tenement for purposes of this Instrument. This Instrument is intended to bind and benefit said persons only and is not intended to be, nor shall it be construed as being, for the benefit of adjoining property owners or any other third party.

In the event that fee title to any portion of the Benefited Property is or has been conveyed by Seller to a third party (a "Transferred Parcel"), the terms of this Instrument shall cease to benefit said Transferred Parcel (but shall continue to benefit the remainder of the Benefited Property) unless Seller expressly assigns to the transferred of the Transferred Parcel the benefits of all or a portion of the covenants contained herein, either concurrently with conveyance of the Transferred Parcel or at any time thereafter,

8/29/2005

in either case by recorded assignment document executed by Seller and specifically referencing this Instrument (general references to appurtenances or rights related to the acquired land will not suffice). Seller and, upon recordation of any such assignment executed by Seller in favor of a specific successor to the benefits hereof (a "Benefits Successor"), the Benefits Successor, and their successors alone shall have the right to enforce the terms of this Deed Restriction and the Agreement and to recover for violations by Seller hereunder. Any merger of Seller or Seller's parent company with or into another entity or any acquisition of all or a portion of the stock or equity of Seller or Seller's parent company by a third party will not be deemed a conveyance of the Benefited Property triggering the applicability of this paragraph.

11. Absent breach by the Buyer of the obligations and restrictions set forth in the Agreement, the restrictions herein shall automatically terminate at the expiration of the Occupancy Period.

In witness whereof, Buyer has entered into this Deed Restriction as of the day and year this Deed is recorded. Buver Buyer Date THE STATE OF COUNTY OF COUNTY OF BEFORE ME, the undersigned authority, appeared Charles (Somur), personally known, or has produced a driver's license as identification and proved to me to be the person whose name is subscribed to the foregoing instrument on this the day of M , 20(°) 7 Notary Public, State of My Commission Expires: Notary's printed namé:

AFFIDAVIT OF PROPERTY VALUE FOR OFFICIAL USE ONLY (Buyer and seller leave blank) 1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(s) 515-37-0820-0 Primary Parcel: (a) C SPLIT LETTER BOOK **PARCEL** (b) D COUNTY OF RECORDATION: PINAL Does this sale include any parcels that are being split/divided? (c) Di FEE NO: 2007-053461 Check one: Yes 🗍 No X (d) Fe RECORD DATE: 05/02/07 Validat How many parcels, other than the Primary Parcel, are included in (e) Assesses. Please list the additional parcels below (no more than four): ASSESSORS'S USE ONLY (3) (1) Verify Primary Parcel in Item 1: (2)(4)Full Cash Value: \$ Use Code: 10. TYPE OF DEED OR INSTRUMENT (Check Only One Box): 2. SELLER'S NAME & ADDRESS (d) Contract or Agreement (a) Warranty Deed U.S. Home Corporation (e) Cuit Claim Deed (b) 区 Special Warranty Deed 1150 W. Grove Parkway, #110 (f) Cother Joint Tenancy Deed Tempe, AZ 85283 \$ 264,647.00 11. SALE PRICE: 3. (a) BUYER'S NAME & ADDRESS: 07 12. DATE OF SALE (Numeric Digits): 02 Akeesta Boman Month Year (For example: 03/05 for March 2005) 20701 N Scottsdale Rd # 107-169 13. DOWN PAYMENT \$26,465.00 Scootsdale, AZ 85255 Buyer and Seller Related? No Х 14. METHOD OF FINANCING: New Loan(s) from financial institution: If yes, state relationship: Cash (100% of Sale Price) (a) 🗍 (1) X Conventional 4. ADDRESS OF PROPERTY: Exchange or Trade 297 W. Seaside Drive (2) \[\bigcup VA (c) Assumption of existing loan(s) Casa Grande, AZ 85222 (3) | FHA Seller Loan (Carryback) 5. MAIL TAX BILL TO: Akeesta Boman Other financing: Specify: 297 W. Seaside Drive Casa Grande, AZ 85222 6. PROPERTY TYPE (for Primary Parcel):NOTE: Check Only One Box 15. PERSONAL PROPERTY (see reverse side for definition): (a) Did the Sale Price in Item #11 include Personal Property that impacted f. Commercial/Industrial the Sale Price bý 5% or more? Yes -No [X] b. X Single Fam. Residence g. Agriculture If Yes, provide the dollar amount of the Personal Property: h. Mobile or Manufactured Home d. 2-4 Plex Other, Specify: 0.00 e. Apartment Bldg. Briefly describe the Personal Property: 7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above please check one of the following: 16. PARTIAL INTERESTS: If only a partial ownership interest is being sold, briefly describe he partial interest: To be occupied by owner or To be rented to someone "family member" other than "family member" 17. PARTY COMPLETING AFFIDAVIT (Name, Address & Phone) North American Title Company / Phone (602)294-3200 See reverse side for definition of "family member". 1150 W. Grove Parkway # 107 Tempe, AZ 85283 8. NUMBER OF UNITS 18. LEGAL DESCRIPTION (attach copy if necessary). For Apartment Properties, Motels, Hotels, Mobile Home Parks, RV SEE LEGAL DESCRIPTION ATTACHED HERETO. Park, Mini-Storage Properties, etc. THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT, STATEMENT THE FACTS/BERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED Signature of Buyer/Agent Signature of Seller/Agent State of Arizona, County of Rinal-State of Arizona, County of Pinal Subscribed and sworn to before me on this Subscribed and sworn to before Notary Public **Notary Public** Notary Expiration Date Notary Expiration Date 3**5555** PAMELA ARRINGTON NOTARY PUBLIC - ARIZONA PINAL COUNTY Notary Public-Arizona My Commission Expires Nov. 30, 2007

Maricopa County My Commission Expires 3/10/08



Lot 82, of VILLAGO PARCEL 10, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet F, Slide 025.

