



Recording requested by:  
NORTH AMERICAN TITLE COMPANY

DATE/TIME: 05/17/2013 1400

When recorded mail to:  
Lennar Arizona, Inc.  
1725 W. Greentree Dr., #114  
Tempe, AZ 85284

FEE: \$16.00

PAGES: 10

FEE NUMBER: 2013-041287



Escrow No.: 22600-13-16988

For Recorder's Use

**SPECIAL WARRANTY DEED**

For valuable consideration

Lennar Arizona, Inc., an Arizona corporation

does hereby convey **ETZAEI, GARCIA REYES AND JUANITA GARCIA, HUSBAND AND WIFE**  
~~Etzael G. Reyes and Juanita Garcia, husband and wife~~, (the "Grantee")

the following real property situated in Pinal County, Arizona (the "Property"):

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION**

SUBJECT TO (1) all laws including zoning laws, building codes, ordinances, and regulations, and rights or interests vested in the United States of America or the State of Arizona; (2) non-delinquent real estate taxes and or assessments, including assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds) and any other district or authority, public or private; (3) established or existing roads; (4) covenants, conditions, restrictions, reservations, easements and other limitations of record, including utility and other easements, and further including reservations in state or federal patents; (5) matters appearing or referred to on any recorded plat for the Property; (6) matters that would be disclosed by an accurate survey or inspection of the Property; (7) claims, easements, or encumbrances not of public record; (8) matters suffered, assumed or agreed to by Grantee; and (9) any mortgage or deed of trust obtained by or for Grantee.

FURTHER SUBJECT TO the Covenants and Restrictions Concerning Arbitration and Resolution of Disputes attached hereto as Exhibit B and incorporated herein by reference.

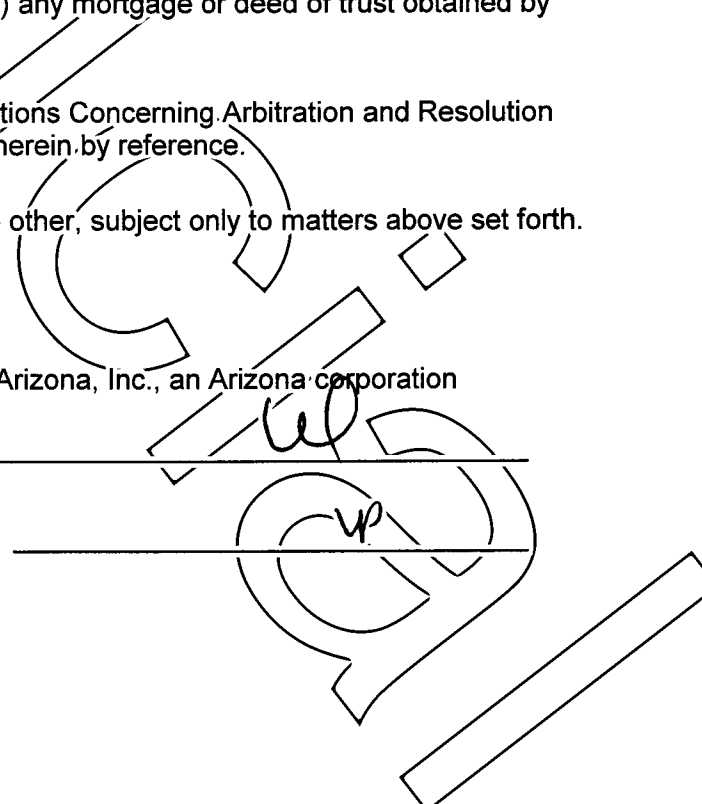
And it does warrant the title against its acts and none other, subject only to matters above set forth.

Dated this 16th day of April, 2013

Lennar Arizona, Inc., an Arizona corporation

By \_\_\_\_\_

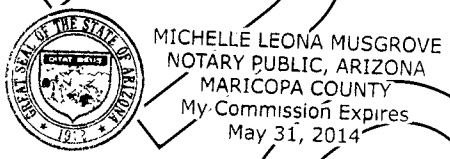
Its: \_\_\_\_\_



State of Arizona  
County of Maricopa

On 4-18-13 before me, the undersigned a Notary Public in and for said County and State, personally appeared Michael R. Dowell personally known to me (or proved to me on the basis of satisfactory evidence) 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.

*Michelle Leona Musgrove*  
Notary Public  
My Commission expires: 5-31-14



*Official Seal*

**ACCEPTANCE OF COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP**

Etzael Garcia Reyes and Juanita Garcia, husband and wife each being duly sworn, upon oath, for himself or herself and jointly, but not one for the other, deposes and says: THAT I am the Grantee in that certain Deed which is dated May 10, 2013, executed by Lennar Arizona, Inc., an Arizona corporation to Etzael Garcia Reyes and Juanita Garcia, husband and wife and which instrument conveys the following described property:

**SEE LEGAL DESCRIPTION EXHIBIT "A" ATTACHED HERETO.**

THAT each of the undersigned individually and jointly as such Grantees hereby declare that it is their intention to accept such conveyance as community property with right of survivorship, and not as a joint tenants with right of survivorship and not as tenants in common, and to acquire any interest in said real property under said Deed as community property with right of survivorship, and not as joint tenants with right of survivorship and not as tenants in common.

Dated May 10, 2013

Etzael Garcia Reyes  
Etzael Garcia Reyes

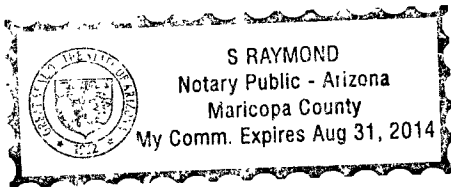
Juanita Garcia  
Juanita Garcia

State of Arizona  
County of Maricopa

On 5/13/13 before me, the undersigned a Notary Public in and for said County and State, personally appeared Etzael Garcia Reyes and Juanita Garcia, personally known to me (or proved to me on the basis of satisfactory evidence) 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.

Signature [Signature]  
Notary Public

My Commission expires 8/31/2014



NOTE: The parties are cautioned that by completing and executing this document, legal rights, duties and obligations are created. By signing, the parties acknowledge that they have been advised to seek and obtain independent legal counsel as to all matters contained in the within document prior to signing same and that said parties have obtained advice to choose to proceed without same.

**EXHIBIT "A"**  
**Legal Description of Property**

Lot 142, of SAN TAN HEIGHTS PARCEL A-7, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet E, Slide 121.

WORLDWIDE

**EXHIBIT "B"**  
**Covenants and Restrictions Requiring Arbitration and Resolution of Disputes**

**COVENANTS AND RESTRICTIONS CONCERNING  
ARBITRATION AND RESOLUTION OF DISPUTES**

THESE COVENANTS AND RESTRICTIONS ("DEED RESTRICTIONS") REQUIRING ARBITRATION AND RESOLUTION OF DISPUTES ARE INCORPORATED INTO THE DEED TO GRANTEE AND ARE MADE COVENANTS RUNNING WITH THE LAND IN PERPETUITY, BINDING UPON ALL SUBSEQUENT GRANTEES, PURCHASERS, SUCCESSORS AND ASSIGNS.

**ARTICLE I**  
**DEFINITIONS**

ALL INITIALLY CAPITALIZED TERMS NOT DEFINED ELSEWHERE HEREIN SHALL HAVE THE FOLLOWING MEANINGS:

"BUILDER" SHALL MEAN AND REFER COLLECTIVELY TO GRANTOR, LENNAR ARIZONA, INC., A DELAWARE CORPORATION, LENNAR ARIZONA CONSTRUCTION, INC., AN ARIZONA CORPORATION, AND THEIR SUBSIDIARIES, PARENT CORPORATIONS, AND AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AS APPLICABLE TO THE CLAIM IN QUESTION.

"CLAIM" SHALL MEAN AND REFER TO ANY CLAIMS, DISPUTES OR OTHER MATTERS (WHETHER BASED UPON CONTRACT, WARRANTY, IMPLIED WARRANTY, TORT, STATUTE OR OTHERWISE), RELATING TO THE HOME OR TO THE PARCEL UPON WHICH THE HOME HAS BEEN BUILT BY ANY BUILDER, INCLUDING, BUT NOT LIMITED TO (A) ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN AN OWNER AND ANY BUILDER ARISING UNDER, OR RELATED TO, THE ORIGINAL PURCHASE AND SALE AGREEMENT FOR THE PARCEL OR HOME, THE CONSTRUCTION CONTRACT RELATING TO THE HOME, OR TO ANY PROPERTY SUBJECT TO SUCH AGREEMENT OR OTHERWISE DEVELOPED OR IMPROVED BY ANY BUILDER, OR TO ANY DEALINGS BETWEEN ANY BUILDER AND ANY OWNER; (B) ANY CONTROVERSY, DISPUTE OR CLAIM ARISING BY VIRTUE OF ANY REPRESENTATIONS, PROMISES OR WARRANTIES ALLEGED TO HAVE BEEN MADE BY ANY BUILDER'S REPRESENTATIVE; AND (C) ANY PERSONAL INJURY OR PROPERTY DAMAGE ALLEGED TO HAVE BEEN SUSTAINED BY OWNER IN CONNECTION WITH THE HOME OR PARCEL OR INCURRED IN ANY WAY CONNECTED TO THE SUBDIVISION OR COMMUNITY.

"HOME" SHALL MEAN AND REFER TO A RESIDENTIAL HOME AND APPURTENANCES THERETO CONSTRUCTED ON THE PARCEL BY A BUILDER. A HOME SHALL INCLUDE, WITHOUT LIMITATION, A CONDOMINIUM UNIT, COACH HOME, VILLA, TOWNHOUSE UNIT, QUADPLEX, SINGLE FAMILY HOME AND ZERO LOT LINE HOME.

"OWNER" SHALL MEAN AND REFER TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO THE HOME, INCLUDING CONTRACT SELLERS, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION.

"PARCEL" SHALL MEAN AND REFER TO THE REAL PROPERTY CONVEYED BY THIS DEED AND THE HOME OR HOMES CONSTRUCTED THEREON BY A BUILDER. ONCE IMPROVED, THE TERM PARCEL SHALL INCLUDE ALL IMPROVEMENTS THEREON AND APPURTENANCES THERETO. THE TERM PARCEL, AS USED HEREIN, MAY INCLUDE MORE THAN ONE HOME.

**ARTICLE II**  
**MANDATORY PROCEDURES**

1. NOTICE. AS A CONDITION PRECEDENT TO SEEKING ANY ACTION OR REMEDY AGAINST BUILDER, AN OWNER HAVING A CLAIM AGAINST THE BUILDER SHALL NOTIFY THE BUILDER IN WRITING BY CERTIFIED MAIL (THE "NOTICE"), STATING PLAINLY AND CONCISELY:

- (a) THE NATURE OF THE CLAIM, INCLUDING THE PERSONS INVOLVED AND BUILDER'S ROLE IN THE CLAIM;
- (b) THE LEGAL BASIS OF THE CLAIM (I.E., THE SPECIFIC AUTHORITY OUT OF WHICH THE CLAIM ARISES);
- (c) THE PROPOSED REMEDY; AND
- (d) ANY EVIDENCE THAT DEPICTS THE NATURE AND CAUSE OF THE CLAIM AND THE NATURE AND EXTENT OF REPAIRS NECESSARY TO REMEDY THE CLAIM, INCLUDING ANY EXPERT REPORTS, PHOTOGRAPHS, AND VIDEOTAPES.

2. INSPECTION. BUILDER SHALL BE GIVEN A REASONABLE OPPORTUNITY TO INSPECT AND HAVE INSPECTED THE HOME THAT IS THE SUBJECT OF THE CLAIM TO DETERMINE THE NATURE AND CAUSE OF ANY ALLEGED DEFECT AND THE NATURE AND EXTENT OF REPAIRS NECESSARY TO REMEDY THE CLAIM. UNLESS OTHERWISE PROVIDED BY LAW OR AGREED TO BY THE PARTIES, BUILDER SHALL HAVE A MINIMUM OF THIRTY-FIVE (35) DAYS FROM RECEIPT OF THE NOTICE TO CONDUCT ANY INSPECTION.

3. RIGHT TO CURE. BUILDER SHALL HAVE THE RIGHT TO REPAIR, REPLACE OR PAY THE OWNER THE REASONABLE COST OF REPAIRING OR REPLACING ANY DEFECTIVE ITEM. UNLESS OTHERWISE PROVIDED BY LAW OR AGREED TO BY THE PARTIES, BUILDER SHALL HAVE A MINIMUM OF NINETY (90) DAYS FROM RECEIPT OF THE NOTICE TO CURE AS PROVIDED HEREIN. TO THE EXTENT THIS LIMITATION IS PERMITTED BY LAW, AN OWNER SHALL HAVE NO RIGHT TO BRING ANY ACTION AGAINST BUILDER UNTIL EXPIRATION OF BUILDER'S RIGHT TO CURE.

4. TIME. THE TIME PERIODS PROVIDED FOR THE INSPECTION AND CURE BY BUILDER SHALL BE EXTENDED BY ANY PERIOD OF TIME THAT OWNER REFUSES TO ALLOW BUILDER TO INSPECT THE HOME AND/OR CURE. ANY INSPECTION, TEST, REPAIR OR REPLACEMENT PERFORMED ON A BUSINESS DAY BETWEEN 9 A.M. AND 5 P.M. SHALL BE DEEMED TO BE REASONABLE HEREUNDER.

5. NEGOTIATION.

(a) THE PARTIES SHALL MAKE EVERY REASONABLE EFFORT TO MEET IN PERSON AND CONFER FOR THE PURPOSE OF RESOLVING ANY CLAIM BY GOOD FAITH NEGOTIATION.

(b) IF THE PARTIES DO NOT RESOLVE THE CLAIM WITHIN NINETY (90) DAYS AFTER THE DATE OF THE NOTICE (OR WITHIN SUCH OTHER PERIOD AS MAY BE AGREED UPON BY THE PARTIES OR AS MAY BE PERMITTED BY LAW), EITHER PARTY MAY PURSUE BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS HEREOF.

6. BINDING ARBITRATION

(a) IF NOT FULLY RESOLVED AS PROVIDED ABOVE, THE CLAIM SHALL BE SUBMITTED TO BINDING ARBITRATION AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) IN ACCORDANCE WITH THE AAA'S HOME CONSTRUCTION ARBITRATION RULES IN EFFECT ON THE DATE OF THE REQUEST. IF THERE ARE NO HOME CONSTRUCTION ARBITRATION RULES THEN IN EFFECT, THEN THE AAA'S CONSTRUCTION INDUSTRY ARBITRATION RULES, OR OTHER APPLICABLE RULES, IN EFFECT ON THE DATE OF SUCH REQUEST SHALL BE UTILIZED. SUCH CLAIMS SHALL NOT BE DECIDED BY A COURT OF LAW. ANY JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN AND ENFORCED BY ANY COURT HAVING JURISDICTION OVER SUCH CLAIM. IF THE CLAIMED AMOUNT EXCEEDS \$250,000 OR INCLUDES A DEMAND FOR PUNITIVE DAMAGES, THE DISPUTE SHALL BE HEARD AND DETERMINED BY THREE ARBITRATORS. OTHERWISE, UNLESS MUTUALLY AGREED TO BY THE PARTIES, THERE SHALL BE ONE ARBITRATOR. ARBITRATORS SHALL HAVE EXPERTISE IN THE AREA(S) OF DISPUTE, WHICH MAY INCLUDE LEGAL EXPERTISE IF LEGAL ISSUES ARE INVOLVED. ALL DECISIONS RESPECTING THE ARBITRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR(S). AT THE REQUEST OF ANY PARTY, THE AWARD OF THE ARBITRATOR(S) SHALL BE ACCOMPANIED BY DETAILED WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW. EXCEPT AS MAY BE REQUIRED BY LAW OR FOR CONFIRMATION OF AN AWARD, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES.

(b) BUILDER AND ALL OWNERS FURTHER AGREE THAT (1) ANY DISPUTE INVOLVING PARENT COMPANIES, SUBSIDIARIES, AFFILIATES OR AFFILIATED COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF BUILDER SHALL ALSO BE SUBJECT TO ARBITRATION AS SET FORTH HEREIN, AND SHALL NOT BE PURSUED IN A COURT OF LAW; (2) ANY BUILDER MAY, AT ITS SOLE ELECTION, INCLUDE ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES OR AFFILIATED COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF BUILDER, AND CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS OF BUILDER, AS WELL AS ANY WARRANTY COMPANY AND INSURER AS PARTIES IN THE ARBITRATION; AND (3) THE ARBITRATION WILL BE LIMITED TO THE PARTIES, PERSONS OR ENTITIES SPECIFIED HEREIN OR PERMITTED BY THE TERMS HEREOF.

(c) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BUILDER AND ALL OWNERS AGREE THAT NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW, AND NO ARBITRATION AWARD IN ANY OTHER ARBITRATION, JUDICIAL, OR SIMILAR PROCEEDING SHALL BE GIVEN PRECLUSIVE OR COLLATERAL ESTOPPEL EFFECT IN ANY ARBITRATION HEREUNDER UNLESS THERE IS MUTUALITY OF PARTIES. IN ADDITION, BUILDER AND ALL OWNERS FURTHER AGREE THAT NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW, AND NO ARBITRATION AWARD IN ANY ARBITRATION HEREUNDER SHALL BE GIVEN PRECLUSIVE OR COLLATERAL ESTOPPEL EFFECT IN ANY OTHER ARBITRATION, JUDICIAL, OR SIMILAR PROCEEDING UNLESS THERE IS MUTUALITY OF PARTIES.

(d) NOTWITHSTANDING THE FOREGOING REQUIREMENT FOR ARBITRATION, AN OWNER SHALL HAVE THE OPTION TO SEEK RELIEF IN A SMALL CLAIMS COURT FOR DISPUTES OR CLAIMS WITHIN THE SCOPE OF THE COURT'S JURISDICTION IN LIEU OF PROCEEDING TO ARBITRATION. THIS OPTION DOES NOT APPLY TO ANY APPEAL FROM A DECISION BY A SMALL CLAIMS COURT.

(e) NOTWITHSTANDING THE PROVISIONS HEREOF PERTAINING TO ARBITRATION, OWNER SHALL HAVE THE OPTION, AT OWNER'S DISCRETION, TO REQUIRE THAT ANY DISPUTE BE SUBMITTED TO MEDIATION ADMINISTERED BY THE AAA IN ACCORDANCE WITH THE AAA'S HOME CONSTRUCTION MEDIATION PROCEDURES THEN IN EFFECT PRIOR TO COMMENCING ARBITRATION. BUILDER AGREES TO PAY FOR ONE (1) DAY OF MEDIATION (MEDIATOR FEES PLUS ANY ADMINISTRATIVE FEES RELATING TO THE MEDIATION). ANY MEDIATOR AND ASSOCIATED ADMINISTRATIVE FEES INCURRED THEREAFTER SHALL BE SHARED EQUALLY BY THE PARTIES, ANY PARTY WHO WILL BE RELYING UPON AN EXPERT REPORT OR REPAIR ESTIMATE AT THE MEDIATION SHALL PROVIDE THE MEDIATOR AND THE OTHER PARTIES WITH A COPY OF THE REPORTS. IF ONE OR MORE ISSUES DIRECTLY OR INDIRECTLY RELATE TO ALLEGED DEFICIENCIES IN DESIGN, MATERIALS OR CONSTRUCTION, ALL PARTIES AND THEIR EXPERTS SHALL BE ALLOWED TO INSPECT, DOCUMENT (BY PHOTOGRAPH, VIDEOTAPE OR OTHERWISE) AND TEST THE ALLEGED DEFICIENCIES PRIOR TO MEDIATION. IF THE DISPUTE IS NOT FULLY RESOLVED BY MEDIATION, NEITHER OWNER'S ELECTION TO PURSUE MEDIATION NOR BUILDER'S PARTICIPATION IN MEDIATION SHALL RELIEVE THE PARTIES OF THE OBLIGATION TO SUBMIT THE DISPUTE TO BINDING ARBITRATION AS DESCRIBED HEREIN.

(f) ARBITRATION FEES FOR ANY CLAIM IN AN AMOUNT OF \$10,000 OR LESS SHALL BE APPORTIONED AS PROVIDED IN THE HOME CONSTRUCTION ARBITRATION RULES OF THE AAA, IF ANY, OR OTHER APPLICABLE RULES. NOTWITHSTANDING THE FOREGOING, IF A PARTY UNSUCCESSFULLY CONTESTS THE VALIDITY OR SCOPE OF ARBITRATION IN A COURT OF LAW, THE NON-CONTESTING PARTY SHALL BE AWARDED REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED IN DEFENDING SUCH CONTEST. ALL DECISIONS RESPECTING THE ARBITRABILITY OF ANY CLAIM SHALL BE DECIDED BY THE ARBITRATOR(S).

7. CONFLICTS.

(a) IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS HEREOF AND ANY ALTERNATIVE DISPUTE RESOLUTION PROCEDURE IN ANY RECORDED COVENANT OR RESTRICTION IMPOSED UPON A PARCEL BY BUILDER, OR IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS HEREOF AND THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES OF ANY SEPARATE WRITTEN CONTRACT BETWEEN AN OWNER AND ANY BUILDER, THE PROVISIONS OF SUCH COVENANT OR RESTRICTION, OR THE PROVISIONS OF SUCH SEPARATE WRITTEN CONTRACT, SHALL BE CONSTRUED TO BE CONSISTENT WITH THE PROVISIONS HEREOF TO THE FULLEST EXTENT POSSIBLE. IN THE EVENT OF AN IRRECONCILABLE CONFLICT, THE PROVISIONS OF SUCH OTHER COVENANT OR RESTRICTION, OR SUCH SEPARATE WRITTEN CONTRACT, SHALL CONTROL SO LONG AS ARBITRATION OF CLAIMS IS NEVERTHELESS REQUIRED AND SO LONG AS THE PROVISIONS OF SUCH OTHER COVENANT OR RESTRICTION, OR SUCH SEPARATE WRITTEN CONTRACT, ARE CONSISTENT WITH LAW. OTHERWISE, THE PROVISIONS HEREOF SHALL CONTROL. ANY DISAGREEMENT CONCERNING SUCH CONFLICT, IF ANY, SHALL ALSO BE SUBJECT TO ARBITRATION.

(b) IF THE PROVISIONS OF THE ARIZONA PURCHASER DWELLING ACTIONS ("PDA") (TITLE 12, CHAPTER 8, ARTICLE 14, ARIZONA REVISED STATUTES) OR ANY SUCCESSOR STATUTES APPLY TO A CLAIM, THE PROVISIONS OF THE PDA SHALL SUPERSEDE THE PROVISIONS OF ARTICLE 2, §§ 1-4 OF THESE DEED RESTRICTIONS.

**ARTICLE III  
MISCELLANEOUS**

1. COVENANT RUNNING WITH THE LAND. THESE DEED RESTRICTIONS SHALL BE A COVENANT AND RESTRICTION RUNNING WITH THE LAND OR PARCEL EACH HOME IS CONSTRUCTED UPON AND SHALL BE BINDING ON EACH OWNER AND SUCH OWNER'S SUCCESSORS AND ASSIGNS.

2. GOVERNING LAW. ANY CLAIM SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA. BY ACCEPTANCE OF A DEED TO ANY PARCEL OR HOME, EACH OWNER ACKNOWLEDGES THAT THE CONSTRUCTION AND SALE OF THE HOME INVOLVES INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT (9 U.S.C. §§1 ET SEQ.) AND, TO THE EXTENT APPLICABLE, ARIZONA REVISED STATUTES §§12-1501 ET. SEQ, SHALL GOVERN THE INTERPRETATION, ENFORCEMENT, AND PROCEEDINGS OF ANY ARBITRATION HEREUNDER.

3. SAVINGS CLAUSE. NOTHING IN THESE DEED RESTRICTIONS SHALL IN ANY WAY CREATE ANY CAUSE OF ACTION AGAINST ANY BUILDER AGAINST WHOM THE OWNER OR CLAIMANT WOULD OTHERWISE HAVE NO CLAIM BY REASON OF PRIVITY, IMPLIED WARRANTY OR OTHERWISE.

4. CONSOLIDATION. ANY ARBITRATION WILL BE LIMITED TO THE CLAIMS INVOLVING THE HOME OR PARCEL AND, ABSENT AGREEMENT OF THE PARTIES, MAY NOT BE JOINED OR CONSOLIDATED WITH THE CLAIMS OF ANY OTHER OWNER OR THIRD PARTY. BUILDER SHALL HAVE THE RIGHT TO INCLUDE IN ANY ARBITRATION ITS CONTRACTORS, SUBCONTRACTORS, SUBSIDIARIES, PARENT COMPANIES, AND AFFILIATED COMPANIES, OFFICERS, DIRECTORS, AGENTS AND SUPPLIERS, AND ANY WARRANTY COMPANY AND INSURERS (COLLECTIVELY, "BENEFITED PERSONS"), AND ALL OF SAID BENEFITED PERSONS SHALL BE ENTITLED TO INVOKE THE BENEFITS AND PROTECTIONS OF THESE DEED RESTRICTIONS.

5. WAIVER. THE WAIVER OR INVALIDITY OF ANY PART OF THESE DEED RESTRICTIONS SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PORTIONS.

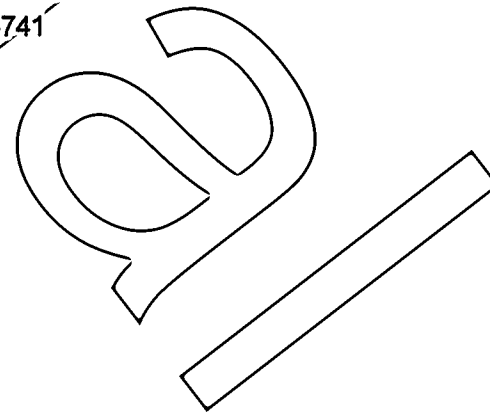
6. ENFORCEMENT. BUILDER AND ALL BENEFITED PERSONS SHALL HAVE THE RIGHT TO SPECIFICALLY ENFORCE THESE DEED RESTRICTIONS AND BUILDER AND ALL BENEFITED PERSONS SHALL BE ENTITLED TO ALL REMEDIES AT LAW OR IN EQUITY IN THE EVENT OF ANY OWNER'S NON-COMPLIANCE WITH THE SAME.

7. NOTICES. ALL NOTICES TO BE GIVEN TO BUILDER PURSUANT TO THESE DEED RESTRICTIONS SHALL BE DELIVERED BY PROFESSIONAL OVERNIGHT COURIER OR BY CERTIFIED MAIL AS FOLLOWS:

LENNAR ARIZONA, INC.  
ATTENTION: DIVISION PRESIDENT  
1725 WEST GREENTREE DRIVE, SUITE 114  
TEMPE, ARIZONA 85284

LENNAR ARIZONA CONSTRUCTION, INC.  
ATTENTION: DIVISION PRESIDENT  
3275 WEST INA ROAD, SUITE 275  
TUCSON, ARIZONA 85741

WITH A COPY TO:  
LENNAR FAMILY OF BUILDERS  
ATTENTION: LEGAL DEPARTMENT  
10707 CLAY ROAD  
HOUSTON, TEXAS 77041



DATE: 5-13-13

GRANTEE/BUYER:

Eta Garcia Reyes  
Etzel Garcia Reyes

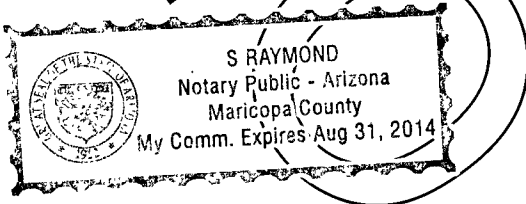
Juanita Garcia  
Juanita Garcia

State of Arizona  
County of Maricopa

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May,  
20 13 by Etzel Garcia Reyes.

S Raymond  
Notary Public

My Commission expires: 8/31/2014

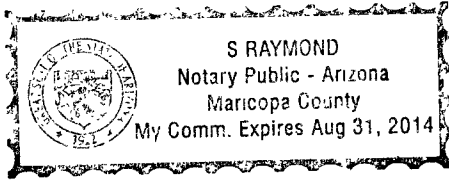


State of Arizona  
County of Maricopa

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May,  
20 13 by Juanita Garcia.

S Raymond  
Notary Public

My Commission expires: 8/31/2014



# AFFIDAVIT OF PROPERTY VALUE

## 1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 509-95-7840 2  
BOOK MAP PARCEL SPLIT

Does this sale include any parcels that are being split / divided?

Check one: Yes  No

How many parcels, other than the Primary Parcel, are included in this sale? \_\_\_\_\_

Please list the additional parcels below (attach list if necessary):

(1) \_\_\_\_\_ (2) \_\_\_\_\_  
(3) \_\_\_\_\_ (4) \_\_\_\_\_

## 2. SELLER'S NAME AND ADDRESS:

Lennar Arizona, Inc., an  
1725 W. Greentree Dr., #114  
Tempe, AZ 85284

## 3. (a) BUYER'S NAME AND ADDRESS:

Etzael Garcia Reyes  
143 S. Werner Dr.  
Hayden, AZ 85135

(b) Are the Buyer and Seller related? Yes  No   
If Yes, state relationship: \_\_\_\_\_

## 4. ADDRESS OF PROPERTY:

32448 N. Cat Hills Ave.  
San Tan Valley, AZ 85142

## 5. MAIL TAX BILL TO:

Etzael Garcia Reyes  
32448 N. Cat Hills Ave.  
San Tan Valley, AZ 85142

## 6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box

- a.  Vacant Land
- b.  Single Family Residence
- c.  Condo or Townhouse
- d.  2-4 Plex
- e.  Apartment Building
- f.  Commercial or Industrial Use
- g.  Agricultural
- h.  Mobile or Manufactured Home  
Affixed Not Affixed
- i.  Other Use; Specify: \_\_\_\_\_

## 7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above, please check one of the following:

- To be used as a primary residence.
- To be rented to someone other than a "family member."
- Owner occupied, not a primary residence.

See reverse side for definition of a "primary residence" or "family member."

## 8. If you checked e or f in Item 6 above, indicate the number of units: \_\_\_\_\_ For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

## 9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):

- a.  Warranty Deed
- b.  Special Warranty Deed
- c.  Joint Tenancy Deed
- d.  Contract or Agreement
- e.  Quit Claim Deed
- f.  Other: \_\_\_\_\_

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller / Agent \_\_\_\_\_

State of Arizona, County of Maricopa

Subscribed and sworn to before me on this 16 day of May 2013

Notary Public Stephanie Amperse

Notary Expiration Date \_\_\_\_\_

DOR FORM 82162 (01/2012)  
S40AZEA.5846 Rev. 6/5/2012



STEPHANIE AMPERSE  
NOTARY PUBLIC, ARIZONA  
MARICOPA COUNTY  
My Commission Expires  
February 15, 2017

**FOR RECORDER'S USE ONLY**

PINAL COUNTY  
DATE/TIME: 05/17/2013 1400  
FEE NUMBER: 2013-041287

10. SALE PRICE: \$ 220,190.00 00

11. DATE OF SALE (Numeric Digits): 04 13  
Month / Year

12. DOWN PAYMENT \$ 3,989.00 00

## 13. METHOD OF FINANCING:

- a.  Cash (100% of Sale Price)
- b.  Barter or trade
- c.  Assumption of existing loan(s)
- d.  Seller Loan (Carryback)
- e.  New loan(s) from financial institution:  
(1)  Conventional  
(2)  VA  
(3)  FHA
- f.  Other financing; Specify: \_\_\_\_\_

## 14. PERSONAL PROPERTY (see reverse side for definition):

(a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes  No

(b) If Yes, provide the dollar amount of the Personal Property:

\$ 0.00 00 AND

briefly describe the Personal Property: \_\_\_\_\_

## 15. PARTIAL INTEREST: If only a partial ownership interest is being sold,

briefly describe the partial interest: \_\_\_\_\_

## 16. SOLAR / ENERGY EFFICIENT COMPONENTS:

(a) Did the Sale Price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes  No

If Yes, briefly describe the solar / energy efficient components: \_\_\_\_\_

## 17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):

North American Title Company / Phone (602)375-2800  
17505 N. 79th Ave., #105  
Glendale, AZ - 85308

## 18. LEGAL DESCRIPTION (attach copy if necessary):

SEE LEGAL DESCRIPTION ATTACHED HERETO.

Signature of Buyer / Agent \_\_\_\_\_

State of Arizona, County of Maricopa

Subscribed and sworn to before me on this 16 day of May 2013

Notary Public Stephanie Amperse

Notary Expiration Date \_\_\_\_\_



STEPHANIE AMPERSE  
NOTARY PUBLIC, ARIZONA  
MARICOPA COUNTY  
My Commission Expires  
February 15, 2017

**EXHIBIT "A"**

Lot 142, of SAN TAN HEIGHTS PARCEL A-7, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet E, Slide 121.

