



RECORDING REQUESTED BY  
**OLD REPUBLIC TITLE AGENCY**

ORDER #: 4729012565  
WHEN RECORDED MAIL TO  
Robert J. Sutton and Scott B. Perkins  
P.O. Box 696  
Volcano, HI 96785

DATE/TIME: 09/16/2019 1304  
FEE: \$30.00  
PAGES: 7  
FEE NUMBER: 2019-077148

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SPECIAL WARRANTY DEED**

For valuable consideration, the receipt of which is hereby acknowledged, SUN LAKES – CASA GRANDE DEVELOPMENT, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell and convey to Robert J. Sutton and Scott B. Perkins, a married couple as Community Property with Right of Survivorship, (whether one or more "Grantee"), the real property located in Pinal County, Arizona, more particularly described as follows (the "Property"):

See "Exhibit A" attached hereto and made a part hereof.

SUBJECT TO: (a) current taxes, assessments, reservations in patents, all rights of way, easements, encumbrances, liens, obligations, liabilities, covenants, conditions, restrictions and all other matters as may appear in the records of Pinal County, Arizona; (b) all matters that would be disclosed by an inspection or an accurate ALTA/ACSM survey of the Property; (c) the reservation to Grantor, its successors and assigns of all water, oil, gas and minerals in, on or under the Property or that may be produced from the Property and all mineral rights relating to the Property; and (d) the matters set forth on Exhibit "B" and Exhibit "C" attached hereto and incorporated herein by this reference.

See Exhibit "B" for covenants, conditions and restrictions regarding arbitration of all disputes and regarding Home Builder's Limited Warranty. See Exhibit "C" for covenants, conditions and restrictions obligating payment of the Recreational Amenities Fee. Exhibits "B" and "C" shall be binding upon Grantor and Grantee and their respective successors and assigns, including without limitation Grantee's successors in interest with respect to the Property, and shall run with the title to the Property.

Grantor warrants title as against its own acts and none other, subject to the matters set forth above.


Dated: September 09, 2019

[see following page for signature and acknowledgment]

**GRANTOR:**

SUN LAKES – CASA GRANDE DEVELOPMENT, LLC, a Delaware limited liability company

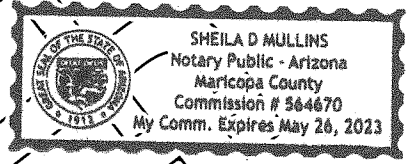
By: Arlington Property Management Company, an Arizona corporation, its Manager

By:   
Paula Robinson  
Assistant Secretary/Treasurer

STATE OF ARIZONA     )  
County of Maricopa    )

The foregoing instrument was acknowledged before me this 10 day of Sept, 2019, by Paula Robinson, as Assistant Secretary and Treasurer of Arlington Property Management Company, an Arizona corporation, on behalf of the corporation, as Manager of Sun Lakes – Casa Grande Development, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public



Escrow No.: 4729012565

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

Robert J. Sutton and Scott B. Perkins, each being duly sworn upon oath for himself or herself, and jointly, but not one for the other, deposes and says:

That I am one of the Grantees named in that certain special warranty deed which is Dated September 09, 2019 and executed by Sun-Lakes - Casa Grande Development, LLC, a Delaware limited liability company, as Grantor and Robert J. Sutton and Scott B. Perkins, a married couple, as Community Property with Right of Survivorship, as Grantee and which instrument concerns the following described property:

See "Exhibit A" attached hereto and made a part hereof.

THAT the interests of the undersigned are being taken by them as COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP, and not as Tenants in Common or as Joint Tenants; and

THAT each of us individually, and jointly, hereby assert and affirm that it is our intention to accept said instrument as such COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP and to acquire any interest in, or any proceeds arising out of said property, not as Tenants in Common and not as Joint Tenants, but as COMMUNITY PROPERTY WITH RIGHTS OF SURVIVORSHIP.

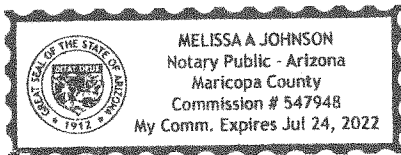
Robert J. Sutton  
Robert J. Sutton

Scott B. Perkins  
Scott B. Perkins

State of AZ  
County of Pinal

The foregoing instrument was acknowledged before me this 16 day of Sept., 2019 by Robert J. Sutton and Scott B. Perkins.

Melissa A. Johnson  
Notary Public



*Large stylized watermark text: 'S' and 'P' with a diagonal line through them.*

**EXHIBIT A**

Lot 30, ROBSON RANCH-ARIZONA UNIT TWENTY "C", according to final Plat recorded at Fee No. 2018-013793 and Affidavit of Correction recorded at Recorder's No. 2018-029059 records of Pinal County, Arizona

EXCEPTING THEREFROM all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined by the laws of the United States, or of this state, or decisions court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, and the exclusive right thereto, or under the above described lands, as set forth in the recorded patent recorded in Docket 959, page 393.

Official's

**EXHIBIT "B"**

COVENANTS AND ACKNOWLEDGMENTS REGARDING ARBITRATION ADDENDUM AND  
REGARDING HOME BUILDER'S LIMITED WARRANTY

Grantee understands, acknowledges and agrees that in conjunction with Grantor's conveyance of the Property, Grantor and Grantee have agreed that for their mutual benefit all disputes arising out of or related to the Property, including but not limited to the design and construction of the residence thereon, shall be subject to binding arbitration to be conducted in accordance with the Home Construction Arbitration Rules of the American Arbitration Association ("AAA"), all as set forth in the Arbitration Addendum to the Purchase Agreement (and Deposit Receipt) that gave rise to this Special Warranty Deed, and that resolution of any such disputes shall be subject to all of the terms, conditions and limitations specified in the Arbitration Addendum, including but not limited to those with respect to remedies, costs and attorneys' fees. The Arbitration Addendum is intended to run with land and to inure to the benefit of and to be binding on all respective successors and assigns of Grantor and Grantee, including but not limited to Grantee's successors in interest with respect to the Property, for a period of eleven (11) years following the date this deed is recorded.

Grantee also understands, acknowledges and agrees that (a) in conjunction with Grantor's conveyance of the Property, Grantor is issuing a "Home Builder's Limited Warranty" to Grantee, (b) the Home Builder's Limited Warranty is the only express warranty applicable to the purchase of the Property, other than the title warranty contained in this deed, (c) to the fullest extent permitted by applicable law, all other express and all implied warranties have been, and hereby are, waived by Grantee, and (d) the Home Builder's Limited Warranty is intended to run with the land for a period of nine (9) years from the date of substantial completion of the construction (**not** 9 years from the date of the recordation of this deed), and shall remain in effect with respect to the Property for such nine (9) year period.

Properly interested parties may obtain a copy of the Arbitration Addendum and/or of the Home Builder's Limited Warranty applicable to the Property by delivering a written request to Grantor at the following address: 9532 East Riggs Road Sun Lakes, Arizona 85248 Attn: Legal Department. In the event of a conflict or inconsistency between the Home Builder's Limited Warranty and the Arbitration Addendum, the terms and provisions of the Arbitration Addendum shall govern and control.

[see following page for signature and acknowledgment]

**GRANTEE:**

*Robert J. Sutton*

Robert J. Sutton

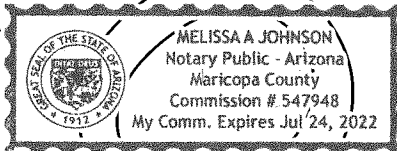
*Scott B. Perkins*

Scott B. Perkins

State of AZ  
County of Pinal

The foregoing instrument was acknowledged before me this 16 day of Sept., 2019  
by Robert J. Sutton and Scott B. Perkins.

*Melissa A. Johnson*  
Notary Public



**EXHIBIT "C"**

**OBLIGATION TO PAY RECREATIONAL AMENITIES FEE**

Grantee understands, acknowledges and agrees as follows, as covenants, conditions and restrictions binding upon Grantee and its successors and assigns, including without limitation Grantee's successors in interest with respect to the Property, and running with the title to the Property, all for the benefit of Sun Lakes-Casa Grande Development, LLC ("SLCG") and its successors and assigns:

1. The Property is being conveyed and accepted subject to the obligation of the property owner to pay a recreational amenities fee (the "Amenities Fee"), the original amount of which as established under the Declaration of Covenants, Conditions and Restrictions of Robson Ranch - Casa Grande Resort Community recorded on May 5, 2005 was \$25 per month, as increased based on increases in the CPI as set forth below, to the Robson Ranch - CG Homeowners Association, Inc., an Arizona nonprofit corporation (the "Association"), until the date that is 40 years from the date this deed is recorded.

2. The Amenities Fee shall be adjusted upward as of January 1 of each year (the "Adjustment Date"), commencing January 1, 2007, to reflect changes in the Consumer Price Index for All Urban Consumers -- U.S. Cities Average -- All Items (the "CPI") published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984 = 100) from October, 2005 to October of the year immediately prior to the adjustment. Notwithstanding the foregoing, in no event shall the Amenities Fee be decreased on any Adjustment Date. If at any time the CPI is no longer published or its manner of calculation is materially changed, SLCG may substitute such substitute index, reconciled to October, 2005, as reasonably reflects changes in the purchasing power of the dollar.

3. If at any time (a) the Association is dissolved, or (b) the termination for any reason of the Association's obligation to pay SLCG a monthly fee pursuant to the Declaration of Covenants, Conditions and Restrictions of Robson Ranch - Casa Grande Resort Community in consideration for the conveyance of certain recreational amenities, the Amenities Fee referenced above shall be paid directly to SLCG or its successor or assign by the property owner.

**GRANTEE:**

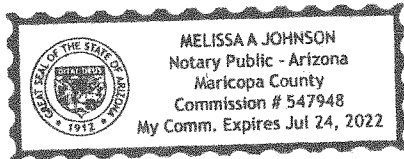
Robert J. Sutton  
Robert J. Sutton

Scott B. Perkins  
Scott B. Perkins

State of AZ  
County of Pinal

The foregoing instrument was acknowledged before me this 16 day of Sept., 2019  
by Robert J. Sutton and Scott B. Perkins.

Melissa A. Johnson  
Notary Public



**AFFIDAVIT OF PROPERTY VALUE**

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 402 - 30 - 8650 - \_\_\_\_\_  
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? 0

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

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

2. SELLER'S NAME AND ADDRESS:

SUN LAKES - CASA GRANDE DEVELOPMENT, LLC  
9532 E. Riggs Road  
Sun Lakes AZ 85248

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

ROBERT J. SUTTON, SCOTT B. PERKINS  
P.O. Box 696  
Volcano HI 96785

(b) Are the Buyer and Seller related? Yes  No

If Yes, state relationship: \_\_\_\_\_

4. ADDRESS OF PROPERTY:

4133 W. Spotted Pony Way, Eloy, Arizona 85131

5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)

ROBERT J. SUTTON, SCOTT B. PERKINS  
P.O. Box 696  
Volcano HI 96785

(b) Next tax payment due 10/1/2020

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:

- a.  To be used as a primary residence.
- b.  To be rented to someone other than a "qualified family member."
- c.  To be used as a non-primary or secondary residence.

See reverse side for definition of a "primary residence, secondary 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.

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 AZ, County of Maricopa

Subscribed and sworn to before me on this 16 day of Sept. 2019

Notary Public [Signature]

Notary Expiration Date 8-4-2023

DOR FORM 82162 (4/2014)



**FOR RECORDER'S USE ONLY**

COUNTY OF RECORDATION PINAL  
FEE NO \_\_\_\_\_  
RECORD DATE 2019-077148  
09/16/2019

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: \_\_\_\_\_

10. SALE PRICE: \$ 217,165.00

11. DATE OF SALE (Numeric Digits): 01 / 19  
Month / Year

12. DOWN PAYMENT \$ 217,165.00

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: \$ \_\_\_\_\_ 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):

BUYER AND SELLER AS SHOWN ABOVE

Phone: \_\_\_\_\_

18. LEGAL DESCRIPTION (attach copy if necessary):

EXHIBIT "A" ATTACHED HERETO

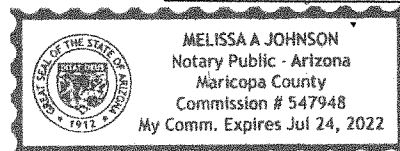
Signature of Buyer / Agent \_\_\_\_\_

State of AZ, County of Pinal

Subscribed and sworn to before me on this 16 day of Sept. 2019

Notary Public [Signature]

Notary Expiration Date 7-24-2022



**EXHIBIT A**

Lot 30, ROBSON RANCH-ARIZONA UNIT TWENTY "C", according to final Plat recorded at Fee No.-2018-013793 and Affidavit of Correction recorded at Recorder's No. 2018-029059 records of Pinal County, Arizona

EXCEPTING THEREFROM all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined by the laws of the United States, or of this state, or decisions court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, and the exclusive right thereto, or under the above described lands, as set forth in the recorded patent recorded in Docket 959, page 393.