



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross
Electronically Recorded

Recording requested by:
CALATLANTIC TITLE, INC.

DATE/TIME: 01/10/2020 1401

When recorded mail to:
Richard D. Dale and Cathy L. Dale
299 W. Rainbow Bridge Lane
San Tan Valley, AZ 85140

FEE: \$30.00

PAGES: 10

FEE NUMBER: 2020-002569

Escrow No.: 122700-000535

For Recorder's Use

SPECIAL WARRANTY DEED

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we,

Lennar Arizona, Inc., an Arizona corporation ("Grantor")

does hereby grant and convey to

Richard D. Dale and Cathy L. Dale, husband and wife whose address is 299 W. Rainbow Bridge Lane, San Tan Valley, AZ 85140, (the "Grantee"),

the following described real property situated in Pinal County, Arizona with the title being conveyed to the grantee as set forth in the attached acceptance by the grantee:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

(the "Property")

SEE ATTACHED EXHIBIT "B" FOR COVENANTS AND RESTRICTIONS CONCERNING ARBITRATION AND RESOLUTION OF DISPUTES

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 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.

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

Dated: January 2, 2020

Lennar Arizona, Inc., an Arizona corporation

BY: [Handwritten Signature]

Its: Assistant Secretary

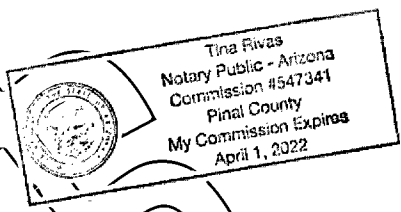
State of Arizona
County of Maricopa

On 4/2/2020 before me, the undersigned a Notary Public in and for said County and State, personally appeared Theresa Wilson of Lennar Arizona, Inc., an Arizona corporation 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: [Handwritten Signature]
Notary Public

My Commission expires: 4/1/22



[Large diagonal watermark text: 'Notary Public' and 'Arizona']

Escrow No.: 122700-000535

ACCEPTANCE OF COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

Richard D. Dale and Cathy L. Dale 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 in that certain Special Warranty Deed which is dated January 2, 2020 executed by Lennar Arizona, Inc., an Arizona corporation to Richard D. Dale and Cathy L. Dale and which instrument covers the following described property:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

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

Dated: January 2, 2020

Richard D. Dale
Richard D. Dale
Cathy L. Dale
Cathy L. Dale

STATE OF ARIZONA
COUNTY OF MARICOPA

On 1/2/20 before me, the undersigned a Notary Public in and for said County and State, personally appeared Richard D. Dale and Cathy L. Dale 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: 4/1/22

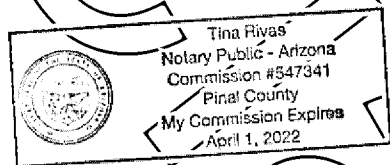


EXHIBIT A

LEGAL DESCRIPTION

Lot 171, of THE PARKS PARCEL C, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded under Fee No. 2018-40898.

HOFFMAN'S

EXHIBIT B

COVENANTS AND RESTRICTIONS CONCERNING ARBITRATION AND RESOLUTION OF DISPUTES

THESE COVENANTS AND RESTRICTIONS ("DEED RESTRICTIONS") CONCERNING 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., AN ARIZONA CORPORATION, AND THEIR SUBSIDIARIES, PARENT CORPORATIONS, AND AFFILIATES (INCLUDING WHERE APPLICABLE US HOME CORPORATION, A DELAWARE CORPORATION, US HOME OF ARIZONA CONSTRUCTION CO., AN ARIZONA CORPORATION, AND FURTHER INCLUDING GRANTOR'S BENEFICIARY IF GRANTOR IS A TRUST), AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AS APPLICABLE TO THE DISPUTE IN QUESTION.

"DISPUTE" SHALL MEAN AND REFER TO ANY CLAIMS, DISPUTES OR OTHER MATTERS (WHETHER BASED UPON CONTRACT, WARRANTY, IMPLIED WARRANTY, TORT, STATUTE OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO: (1) ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS ARISING UNDER, OR RELATED TO, THIS AGREEMENT, THE PROPERTY, THE COMMUNITY IN WHICH THE PROPERTY IS LOCATED, THE CONSTRUCTION OF ANY IMPROVEMENTS UPON THE PROPERTY OR IN THE COMMUNITY, INCLUDING COMMON AREA IMPROVEMENTS, OR ANY DEALINGS BETWEEN BUILDER AND OWNER, AND INCLUDING ANY AND ALL DISPUTES OR CLAIMS WHICH MAY BE ASSERTED FOLLOWING ANY UNSUCCESSFUL EFFORT TO RESOLVE THE MATTERS PURSUANT TO THE PROVISIONS OF A.R.S. §§ 12-1361 THROUGH 1366 (THE "ARIZONA PURCHASER DWELLING ACTION LAW"); (2) ANY CONTROVERSY, DISPUTE OR CLAIM ARISING BY VIRTUE OF ANY REPRESENTATIONS, PROMISES OR WARRANTIES, INCLUDING IMPLIED WARRANTIES, ALLEGED TO HAVE BEEN MADE BY BUILDER OR BUILDER'S REPRESENTATIVE; (3) ANY PERSONAL INJURY OR PROPERTY DAMAGE ALLEGED TO HAVE BEEN SUSTAINED BY OWNER IN, OR ON THE PROPERTY OR IN THE COMMUNITY; OR (4) ISSUES OF FORMATION, VALIDITY OR ENFORCEABILITY OF THESE DEED RESTRICTIONS.

"HOME" SHALL MEAN AND REFER TO A RESIDENTIAL HOME AND APPURTENANCES THERETO CONSTRUCTED ON THE PROPERTY 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.

"PROPERTY" 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 PROPERTY SHALL INCLUDE ALL IMPROVEMENTS THEREON AND APPURTENANCES THERETO. THE TERM PROPERTY, AS USED HEREIN, MAY INCLUDE MORE THAN ONE HOME.

ARTICLE II
MANDATORY PROCEDURES

1. INTENT OF COVENANTS.

IT IS THE INTENT HEREOF THAT ALL DISPUTES SHALL BE RESOLVED IN ACCORDANCE WITH THE MANDATORY ALTERNATIVE DISPUTE RESOLUTION PROVISIONS HEREOF, INCLUDING BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.), AND NOT BY OR IN A COURT OF LAW. ANY DISPUTE SHALL BE SUBMITTED FOR BINDING ARBITRATION WITHIN A REASONABLE TIME AFTER SUCH DISPUTE HAS ARISEN. NOTHING HEREIN SHALL EXTEND THE TIME PERIOD BY WHICH A DISPUTE OR CAUSE OF ACTION MAY BE ASSERTED UNDER THE APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, AND IN NO EVENT SHALL THE DISPUTE BE SUBMITTED FOR ARBITRATION AFTER THE DATE WHEN INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING BASED ON THE UNDERLYING CLAIMS IN SUCH DISPUTE WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE. IT IS FURTHER THE INTENT HEREOF TO AFFORD BUILDER, AS APPLICABLE, EVERY REASONABLE OPPORTUNITY TO RESPOND TO AND ADDRESS ANY DISPUTES INCLUDING COMPLAINTS OR ALLEGATIONS OF OWNER PERTAINING TO ALLEGED CONSTRUCTION DEFECTS, AND IN ACCORDANCE THEREWITH, OWNER SHALL AT ALL TIMES COMPLY WITH ALL TERMS AND PROVISIONS OF THE ARIZONA PURCHASER DWELLING ACTION LAW, TO THE FULLEST EXTENT APPLICABLE.

2. BINDING ARBITRATION.

(a) MANDATORY REQUIREMENT. IF NOT FULLY RESOLVED BY NEGOTIATION OR THROUGH THE PROCEDURES SET FORTH IN THE ARIZONA PURCHASER DWELLING ACTION LAW, AS APPLICABLE, ALL DISPUTES, IF PURSUED, SHALL BE SUBMITTED TO BINDING ARBITRATION AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (HEREINAFTER, THE "AAA") IN ACCORDANCE WITH 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 DISPUTES 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 DISPUTE. 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 THE 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) TIMELY ASSERTION OF DISPUTE. ANY DISPUTE MUST BE ASSERTED AND BROUGHT BY OWNER WITHIN SUCH TIME AS MAY BE ESTABLISHED OR LIMITED BY LAW, AND AFTER THE NOTICE, RESPONSE AND OTHER PROCEDURES OF THE ARIZONA PURCHASER DWELLING ACTION LAW HAVE FIRST BEEN SATISFIED, AS MAY BE APPLICABLE. OWNER SPECIFICALLY AGREES HEREBY TO COMPLY FULLY WITH THE APPLICABLE TERMS AND PROVISIONS OF THE ARIZONA PURCHASER DWELLING ACTION LAW. NOTHING HEREIN SHALL BE INTERPRETED TO EXTEND THE PERIOD WITHIN WHICH DISPUTES MUST BE ASSERTED BY OWNER AND PROPERLY AND TIMELY FILED AND PURSUED.

(c) SCOPE OF PROCEEDING. 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, TRUSTEES, INCLUDING WITH RESPECT TO ANY LAND TRUST, AND CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS OF BUILDER, AS WELL AS ANY WARRANTY COMPANY OR INSURER (COLLECTIVELY, "BENEFITED PERSONS") 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.

(d) EFFECT OF AWARD. 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 AN IDENTITY AND MUTUALITY OF THE 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.

(e) COSTS AND EXPENSES. EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, FOR ANY ARBITRATION. NOTWITHSTANDING THE FOREGOING, IF A PARTY UNSUCCESSFULLY CONTESTS THE VALIDITY OR SCOPE OF ARBITRATION IN A COURT OF LAW, THE NONCONTESTING PARTY SHALL BE AWARDED REASONABLE ATTORNEYS' FEES, PARAPROFESSIONAL FEES AND EXPENSES INCURRED IN DEFENDING SUCH CONTEST. IN ADDITION, IF A PARTY FAILS TO ABIDE BY THE TERMS OF AN ARBITRATION AWARD, THE OTHER PARTY SHALL BE AWARDED REASONABLE ATTORNEYS' FEES, PARAPROFESSIONAL FEES AND EXPENSES INCURRED IN ENFORCING SUCH SETTLEMENT OR AWARD.

(f) SMALL CLAIMS. 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.

(g) MEDIATION AND RELATED MATTERS. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, 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. ANY MEDIATOR FEES AND ASSOCIATED ADMINISTRATIVE FEES INCURRED SHALL BE SHARED EQUALLY BY THE PARTIES; HOWEVER, THE PARTIES EACH AGREE TO PAY FOR THEIR OWN ATTORNEYS' FEES AND COSTS. 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.

(h) FEES. ARBITRATION FEES FOR ANY DISPUTE IN AN AMOUNT OF \$10,000.00 OR LESS SHALL BE APPORTIONED AS PROVIDED IN THE HOME CONSTRUCTION ARBITRATION RULES OF THE AAA OR OTHER APPLICABLE RULES. ALL DECISIONS RESPECTING THE ARBITRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR(S).

(i) NO WAIVER. EVENT THAT EITHER BUILDER OR OWNER SEEKS INJUNCTIVE RELIEF FROM A COURT BECAUSE IRREPARABLE DAMAGE OR HARM WOULD OTHERWISE BE SUFFERED BY EITHER PARTY BEFORE ARBITRATION COULD BE CONDUCTED, SUCH ACTIONS SHALL NOT BE INTERPRETED TO INDICATE THAT EITHER PARTY HAS WAIVED THE RIGHT TO ARBITRATE. THE RIGHT TO ARBITRATE SHOULD ALSO NOT BE CONSIDERED WAIVED BY THE FILING OF A COUNTERCLAIM BY EITHER PARTY ONCE A CLAIM FOR INJUNCTIVE RELIEF HAD BEEN FILED WITH A

COURT.

ARTICLE III
MISCELLANEOUS

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

2. GOVERNING LAW. ANY DISPUTE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA. BY ACCEPTANCE OF A DEED TO ANY PROPERTY 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 DISPUTES INVOLVING THE HOME OR PROPERTY AND, ABSENT AGREEMENT OF THE PARTIES, CLAIMS MAY BE ASSERTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF, AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS A BUILDER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION ANY 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 VICE PRESIDENT
1725 W GREENTREE DR, STE 108
TEMPE, ARIZONA 85284-2709

WITH COPIES TO:

LENNAR ARIZONA CONSTRUCTION CO.
1725 W GREENTREE DR, STE 108
TEMPE, ARIZONA 85284-2709

LENNAR FAMILY OF BUILDERS
ATTENTION: LEGAL DEPARTMENT
681 GREENS PARKWAY
HOUSTON, TEXAS 77067

SIGNATURES ON FOLLOWING PAGE

CONFIDENTIAL

DATE: January 2, 2020

GRANTEE/BUYER:

Richard D. Dale

Richard D. Dale

Cathy L. Dale

Cathy L. Dale

STATE OF ARIZONA
COUNTY OF MARICOPA

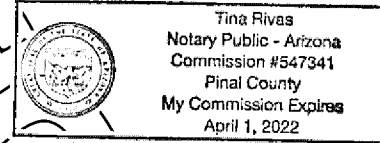
On 1/20/20 before me, the undersigned a Notary Public in and for said County and State, personally appeared Richard D. Dale and Cathy L. Dale personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and 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: TR

Notary Public

My Commission expires: 4/1/22



AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 104-98-8920
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 Arizona corporation
1665 W. Alameda Dr. #130
Tempe, AZ 85282

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

Richard D. Dale and Cathy L. Dale
7947 W. Saratoga Way
Florence, AZ 85132

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

If Yes, state relationship: _____

4. ADDRESS OF PROPERTY:

299 W. Rainbow Bridge Lane
San Tan Valley, AZ 85140

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

Richard D. Dale and Cathy L. Dale
299 W. Rainbow Bridge Lane
San Tan Valley, AZ 85140

(b) Next tax payment due date October 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 a secondary residence.

See reverse side for definition of a "primary residence," "secondary residence" and "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 Arizona, County of Maricopa

Subscribed and sworn to before me this 2 day of Jan, 2020

Notary Public _____

Notary Expiration Date 9/1/22

FOR RECORDER'S USE ONLY

COUNTY OF RECORDATION PINAL
FEE NO 2020-002569
RECORD DATE 01/10/2020

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 \$ 238340 00

11. DATE OF SALE (Numeric Digits): 05 / 2019
Month / Year

12. DOWN PAYMENT \$ 238340 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 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 herein

18. LEGAL DESCRIPTION (attach copy if necessary):

LEGAL DESCRIPTION ATTACHED HERETO

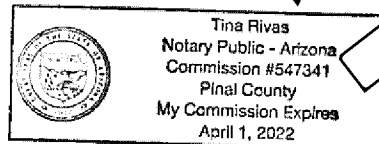
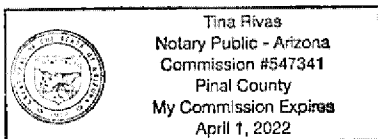


EXHIBIT "A"

Lot 171, of THE PARKS PARCEL C, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded under Fee No. 2018-40898.

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