



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER

Dana Lewis

Electronically Recorded

DATE/TIME: 04/14/2023 1646

FEE: \$30.00

PAGES: 9

FEE NUMBER: 2023-027229

Recording Requested by:
First-American Title Insurance Company

When recorded return to:
Sara Nicole Luckham
4516 West Charlie Drive
San Tan Valley, AZ 85142

Escrow No. 435-6263236 (CM)

SPECIAL WARRANTY DEED

For valuable consideration, **Mattamy Arizona, LLC, an Arizona limited liability company** ("Grantor"), hereby conveys to **Sara Nicole Luckham, an unmarried woman** ("Grantee"), the following real property situated in Pinal County, Arizona, together with all rights and privileges appurtenant thereto (the "Property"):

LOT 66, OF SAN TAN HEIGHTS PARCEL B-3, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN FEE NO. 2021-88448.

SUBJECT TO the covenants and restrictions set forth on **Exhibit "A"** attached hereto (collectively, the "**Restrictions**"), and subject to all taxes and other assessments, reservations, patents, easements, covenants, conditions, restrictions, reservations, rights, rights-of-way, obligations and liabilities that may appear of record, rights or claims of parties in possession and easements or claims of easements not shown by the public records; encroachments, roadways; unpatented mining claims; and all Federal, State, County, District and local laws, ordinances, regulations, zoning codes and the like as the same now exist and as may hereafter be established or amended.

And the Restrictions bind the Grantee, its successor and assigns, and run with the land in perpetuity.

And the GRANTOR binds itself and its successors to warrant the title against its acts and none other, subject to the matters above set forth.

Dated: April 12, 2023

[Signature Appears on Following Page]

Warranty Deed – continued

Mattamy Arizona, LLC, an Arizona limited liability company

By: *Jeffrey S. Parks*
Jeffrey S. Parks, Its Vice President

State of Arizona)

)ss.

County of Maricopa)

On April 14, 2023, before me, the undersigned Notary Public, personally appeared Jeffrey S. Parks, personally know to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument is the person or the entity upon behalf of the person acted, executed the instrument.

WITNESS my hand and official seal.

Cindy Martinez
Notary Public

My commission expires: 3-31-2025



EXHIBIT "A"

COVENANTS AND RESTRICTIONS WHICH RUN WITH THE LAND

1. Taxes and assessments accruing subsequent to the recording date of this Deed, and all subsequent years, and all conditions, restrictions, reservations, limitations, easements of record; if any, zoning and other governmental regulations and other matters of record if any, provided, however, this reference shall not serve to impose same.

2. The requirements of Title 12, Chapter 8, Article 14 of the Arizona Revised Statutes (2019) as it may be renumbered and/or amended from time to time.

3. The requirements of Mattamy Homes Limited Warranty in effect on the date of this conveyance.

4. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to 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 or equity. "Disputes" (whether contract, warranty, tort, statutory, equity or otherwise) shall include, but are not limited to, any and all claims, controversies, breaches or disputes: (1) arising under, or related to, this Deed, the underlying purchase agreement for the sale and conveyance of the Property, the Property, the subdivision or the community in which the Property is located, or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the community in which the Property is located; (4) negligent or intentional misrepresentation or fraud; (5) nondisclosure; (6) breach of any alleged duty of good faith and fair dealing; (7) allegations of latent or patent design or construction defects, including without limitation, pursuant to A.R.S. 12-1361, et. seq.; (8) the planning, surveying, design, engineering, grading, specifications, construction or other development of the property, the parcel/tract or the community of which the property is a part; (9) the management or operation of the homeowner's association to which the Property is subject including, without limitation, any claim for negligence, fraud, intentional misconduct or breach of fiduciary duty; (10) deceptive trade practices; or (11) issues of formation, validity or enforceability of this Section. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. 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 claim 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.

a. Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by an independent mediation service elected by mutual agreement between the parties, or by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. 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. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

b. If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with A.R. S. §12-1501, et. seq., as amended from time to time, and the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction

Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the Arbitrator (defined below) may be entered in and enforced by any court having jurisdiction over such Dispute.

c. The party making any claims regarding a Dispute hereunder shall commence the arbitration (the "**Claimant**"). The Claimant shall deliver written notice of the Claimant's intent to arbitrate to all parties against whom the Dispute is alleged (each, a "**Respondent**"). The Claimant shall deliver written notice of the intent to arbitrate to all Respondents. Except as limited below, any arbitration shall comply with the following: Within 10 days from the date the written notice of intent to arbitrate is received by the last Respondent, the Claimant shall submit to all parties a list of 5 arbitrators, each of whom shall be independent of all parties and each of whom shall be a retired or former (State of Arizona) County Superior Court Judge. Within five days thereafter, Claimant shall select one arbitrator (the "**Arbitrator**") from the list provided. The Arbitrator shall be sworn to faithfully and fairly determine the questions at issue.

d. Immediately following appointment, the Arbitrator shall provide written notice to the parties indicating the time and location of the scheduled hearing. The Arbitration hearing shall be held no later than 60 days after the selection of the arbitrator unless an extension is mutually agreed to in writing by the parties. At least 5 business days prior to the commencement of the arbitration hearing, the parties shall conclude all discovery and shall each provide to the others a statement of its position respecting the disputes in question in form and substance similar to Arizona Rules of Evidence Section 26.1 Disclosure Statement and a list of any witnesses and the substance of their testimony which such Party expects to call at such hearing on its behalf. The Arbitrator shall afford to the parties a hearing and the right to conduct discovery in accordance with the Arizona Rules of Civil Procedure (except with time frames modified where necessary to accommodate the hearing schedule), submit evidence in accordance with the Arizona Rules of Evidence, with the privilege of cross-examination on the questions at issue. The Arbitrator shall, with all possible speed, make a determination in writing of the Arbitrator's findings of fact and conclusions of law and shall give notice to the parties hereto of such determination within 30 days following the hearing. The Arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

e. The Arbitrator shall submit to the parties a written final decision no later than 30 days following the conclusion of the arbitration proceedings. The Arbitrator shall have the power to award compensatory out-of-pocket damages and to grant all other legal and equitable remedies. The Arbitrator shall not have the authority to award punitive, special or consequential damages or attorney's fees.

f. The arbitration procedure shall inure to the benefit of, and be enforceable by, Grantor and Grantor's affiliated and related entities, and each of their respective employees, officers, directors, agents, representatives, contractors, subcontractors, agents, vendors, suppliers, design professionals, insurers, successors and any other person whom Claimant contends is responsible for any alleged defect in or to the Property or any improvement or appurtenance thereto. The parties contemplate the inclusion of such parties in any arbitration of a Dispute and agree that the inclusion of such parties.

g. The decision of the Arbitrator shall be final and binding. An application to confirm, vacate, modify, or correct an award rendered by the Arbitrator shall be filed in any court of competent jurisdiction in the county in which the Property is located. To the extent that any state or local law, ordinance, regulation, or judicial rule is inconsistent with any provision of the rules specified herein or by the arbitration service under which the arbitration proceeding shall be conducted according to the rules specified herein and/or, if not specified herein, the rules of the applicable arbitration service shall govern the conduct of the proceeding.

h. The participation by any party, or any party whom Claimant or Respondent contends is responsible for a Dispute, in any judicial proceeding concerning the arbitration or any matter arbitrable hereunder, shall not be asserted or accepted as a reason to delay, to refuse to participate in arbitration, or to refuse to compel arbitration, including instances in which the judicial proceeding involves parties not subject to this Deed and/or who cannot otherwise be compelled to arbitrate.

i. UNDER ARIZONA REVISED STATUTES SECTION 32-1155, A BUYER OF A DWELLING HAS THE RIGHT TO FILE A WRITTEN COMPLAINT AGAINST THE HOMEBUILDER WITH THE

ARIZONA REGISTRAR OF CONTRACTORS WITHIN TWO YEARS AFTER THE CLOSE OF ESCROW OR ACTUAL OCCUPANCY, WHICHEVER OCCURS FIRST, FOR THE COMMISSION OF AN ACT IN VIOLATION OF ARIZONA REVISED STATUTES 32-1154, SUBSECTION A.

j. The venue of the arbitration shall be in the County where the Property is located unless the parties agree in writing to another location.

k. If any provision herein is in conflict with or is different than any alternative dispute resolution provision of the Declaration (defined below) or the Association (defined below), or any master documents, master association, or any other common interest development association, the provisions set forth herein shall control. However, in any and all disputes between Declarant (as defined in the Declaration) or Grantor and the Association, arising from or related to the subdivision or community in which the Property is located, the Declaration or any other agreements between Declarant and the Association shall be resolved in accordance with the Declaration.

l. Claimant agrees to provide Respondent with written notice of any matters relating to a Dispute as soon as is reasonably possible after Claimant becomes aware, or should have become aware, of such matters and Dispute. Claimant agrees to provide Respondent and its representatives, contractors, and others as Respondent may request, with prompt, reasonable cooperation, which may, for example, include access to all portions of the Property, in order to facilitate Claimant's investigation regarding a Dispute including, without limitation, for purposes of inspecting, testing, repairing, replacing, correcting, or otherwise addressing matters related to the Dispute. If the Dispute arises out of or relates to the planning, surveying, design, engineering, grading, specifications, construction, or other development of the Property, Respondent is hereby granted the irrevocable right, but is under no obligation, to inspect, repair and/or replace any and all affected parts of the Property.

m. If Claimant alleges that a defect exists (an "**Alleged Defect**"), Claimant shall give Respondent a written description of the Alleged Defect within 30 days after discovery. Within a reasonable time after receiving the written notice of an Alleged Defect, Respondent shall have the right, upon reasonable notice to Claimant, to enter (or cause its agents, consultants, contractors, subcontractors, or employees to enter) the home, or other improvements located on the Property, for the purposes of inspecting and testing and, if elected by Respondent in its sole and absolute discretion, repairing and/or replacing the Alleged Defect. Nothing set forth in this provision shall be construed to impose any obligation on Respondent to inspect, test, repair, or replace any item or Alleged Defect for which Respondent is not otherwise obligated under applicable law or any warranty provided to Claimant by Respondent. The provisions herein shall not limit or in any way alter any warranty provided to Claimant by Respondent. Claimant agrees that any damages recovered pursuant to the dispute resolution procedures set forth herein as a result of an Alleged Defect shall first be used to repair the Alleged Defect. The rights afforded Respondent herein are in addition to any rights to correct Alleged Defects afforded by Arizona Law.

n. The Arbitrator shall have the power to award compensatory out-of-pocket damages and to grant all other legal and equitable remedies. The Arbitrator shall not have the authority to award punitive, special or consequential damages or attorney's fees.

o. GUARANTEE AND GRANTOR EXPRESSLY WAIVE ANY RIGHT THEY WOULD HAVE, AS A PREVAILING PARTY UNDER THIS ARBITRATION PROCESS, TO RECEIVE REASONABLE ATTORNEY'S FEES PURSUANT TO A.R.S. §12-341.01 OR ANY OTHER STATUTE OR PROVISION OF LAW, EXCEPT AS PROVIDED HEREIN. The party initiating any arbitration shall be responsible for all costs and fees of the Arbitrator and the arbitration. Each party to the arbitration will pay their own attorney's fees, discovery expenses, witness and expert witness costs. The party initiating any arbitration, regardless as to whether they prevail in the arbitration or any lawsuit pertaining to the Property, shall NOT be entitled to costs, fees, attorneys' fees, witness or expert witness fees associated with the arbitration or lawsuit.

p. The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section of the Deed. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and

suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

q. To the fullest extent permitted by applicable law, Grantor and Grantee 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, Grantor and Grantee 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.

r. Grantee may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

5. GRANTOR AND GRANTEE AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER 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 GRANTOR FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO ABOVE.

6. GRANTOR AND GRANTEE AGREE THAT THEY HAVE NO RIGHT TO RESOLVE A DISPUTE THROUGH LITIGATION IN A COURT OR JURY TRIAL, UNLESS SUCH A RIGHT IS REQUIRED BY A LAW WHICH SUPERSEDES THE PROVISIONS OF THIS DEED. Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions set forth in this Deed, then the Grantor and Grantee agree to the following provisions: GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.

7. All covenants, conditions and restrictions contained in this Deed are equitable perpetual servitudes.

8. All provisions of the COVENANTS, CONDITIONS AND RESTRICTIONS, recorded in the Public Records, as amended, modified, and supplemented from time to time (collectively, the "CC&R'S"), which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions, which are all incorporated by reference in their entirety into this Deed.

Grantee, by acceptance of this Deed, automatically agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in this Deed and in the documents identified above, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of the Master Declaration and the Neighborhood Declaration, if any, applicable to the Property.

ADDENDUM TO DEED

This is an Addendum to, and forms part of, the Deed (the "Addendum") and is consistent with the terms set forth in the Home Purchase Agreement executed between Grantor and Grantee.

1. **Mandatory Arbitration.** Grantor and Grantee agree that this transaction involves interstate commerce, and, except relative to claims under the limited warranty (if the express terms of the limited warranty provide for other resolution), Grantee and Grantor agree that any controversy, claim or dispute arising out of or in any way relating to this contract, related warranties, the Property or any improvements thereto (including the condition of the same), the purchase and sale of the property, or the construction of the home shall be settled by binding arbitration as provided in the federal arbitration act (9.U.S.C. §1 et. seq.) and any applicable state statutes. The American Arbitration Association or another reputable independent third-party arbitration organization selected by the initiating party from a list provided by Grantor's warranty administrator shall serve as the arbitrator administrator and shall utilize the expedited construction arbitration rules or other comparable rules for the arbitration proceeding. The decision of the arbitrator shall be final and binding on Grantee and Grantor (and on other persons/entities as applicable falling within the scope described below) and judgment upon the award may be enforced in any court having jurisdiction. This Addendum eliminates Grantee's right and Grantor's right to a trial. In addition to the foregoing, the following shall apply:
 - a. **Notice and Opportunity to Cure.** Before taking any action on any claim or dispute covered under this Addendum, the party seeking to engage in a dispute resolution proceeding must first give the other party at least thirty (30) days written notice and an opportunity to cure.
 - b. **Venue.** Any disputes not resolved pursuant by notice and cure will be resolved by arbitration in the county where the Property is located, however, Grantor at its option may alternatively elect to bring the arbitration in any other county where Grantor does business in the state, and Grantee consents to jurisdiction and venue in such alternate location if applicable.
 - c. **Attorney Fees.** Grantee and Grantor will each be responsible to pay the fees of their own attorneys whether incurred prior to the initiation of any proceeding, in mediation, arbitration, court or other proceeding regardless of who prevails in any action.
 - d. **Costs.** Grantee and Grantor will each be responsible to pay all costs they incur arising out of or relating to dispute resolution (including expert witness fees, filing fees, court reporter fees, or service fees) whether incurred prior to the initiation of any proceeding, in mediation, arbitration, court or other proceeding regardless of who prevails in any action.
 - e. **Waiver of Class Action Disputes.** Grantee and Grantor agree that neither party will voluntarily join, nor participate as a member of a class, in any judicial action alleging, involving or relating to matters which are capable of or subject to arbitration pursuant to this Contract. Grantor and Grantee agree that there shall be no right or authority for any claims to be arbitrated on a class action or consolidated basis or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other homeowners, or other persons similarly situated.
 - f. **Scope.** Grantor and Grantee intend that the scope of the dispute resolution required by this Addendum shall be broadly interpreted. The provisions of this Addendum apply not only to Grantee and Grantor, but also to anyone connected in any way to Grantee and Grantor. For example, these provisions apply to Grantor's affiliated companies or entities, contractors, sub-contractors, sub-sub-contractors, material suppliers, employees, officers, agents, and representatives; to all real estate brokers and agents, to Grantee's family, Grantee's heirs, successors and assigns; and to anyone who has any claim arising by or through Grantee. The scope of these provisions includes all disputes of any kind or nature arising from or related in any way to this Contract, related warranties (except for the Limited Warranty if it expressly states otherwise), the Property (including the condition of the same), the purchase and sale of the Property or the construction of the home, including for example, (i) interpretation of the terms, default, or specific performance of the Contract; (ii) the Limited Warranty; (iii) Grantee's purchase, ownership or use of the Property; (iv) the design of the construction of Grantee's

Home; (v) Grantor's sale or marketing of the Home or Community; (vi) personal injuries or any other torts; (vii) the improvement, development or maintenance of the Lot or Community; (viii) entitlement to the Earnest Money Deposit; (ix) the Mortgage Loan; (x) any claims Grantee may have under current law or future laws pertaining to development, construction, marketing, advertising, building codes, land sales, community associations, or real estate; (xi) disputes regarding the scope or applicability of the dispute procedures; or (xii) claims that the Contract is not enforceable in general or that the alternative dispute procedures are not enforceable for any reason. If a court determines that the procedures or limitations in this Addendum are not applicable to all parties in a dispute or to all disputed matters, then the procedures and limitations which are not invalidated shall still apply to all parties, except to any party explicitly found not to be subject to the provisions of this Addendum. Grantee agrees that any individual claims Grantee may wish to assert against Grantor or qualifying agent must also be brought under these dispute resolution procedures. Any persons or parties related or associated in any way to Grantor may also require Grantee to follow these dispute resolution procedures whether or not they have signed the Contract and regardless of whether Grantee brings action against Grantor.

- g. Judicial Determination of Statute of Limitations, Repose and Warranty Expiration. In order to avoid the expenses of arbitration proceedings for claims which may be extinguished by applicable statute of limitations, statute of repose or warranty expiration, the parties desire to provide for judicial resolution of these defenses prior to any arbitration hearing. Accordingly, after commencement of any arbitration proceeding, but prior to opening of the arbitration hearing either party may, by giving notice to the other party and the arbitrator, stay the proceedings and seek judicial determination as to whether and to what extent such defenses apply. All proceedings and discovery in any arbitration shall be stayed immediately upon delivery of such notice. Thereafter, the party seeking the stay shall file appropriate pleadings in the court with jurisdiction over the Property. The judge shall be the sole finder of fact in such proceeding and Grantor and Grantee hereby waive any right to have such matters heard by a jury. The parties agree that discovery shall be permitted in such civil action, but only as related to the issue of repose, statute of limitations or warranty expiration. In the event that the court determines that such defenses apply to the entire claim, then any arbitration proceedings that have commenced shall be dismissed with prejudice. In the event that the court determines that such defenses apply to only a portion of the claim, then any claims that are determined to be extinguished by repose, limitation or warranty expiration shall be dismissed with prejudice and the arbitration shall resume as to all other claims. In the event neither party seeks judicial determination of these defenses prior to the opening of the arbitration hearing, then such defenses shall be decided by the arbitrator(s). Both parties herein agree that the seeking of a judicial determination of a statute of limitations defense, statute of repose defense and/or warranty expiration defense shall not act as a waiver or abandonment of the rights and obligations to demand and participate in arbitration pursuant to this Addendum.
- h. Expenses. Grantee and Grantor expressly waive any right they would have, as a prevailing party, to receive reasonable attorney's fees pursuant to A.R.S. §12-341.01 or any other statute or provision of law, except as provided herein. The party initiating any arbitration shall be responsible for all costs and fees of the arbitrator and the arbitration. Each party to the arbitration will pay their own attorney's fees, discovery expenses, witness and expert witness costs. The party initiating any arbitration or lawsuit arising from this Addendum, regardless as to whether they prevail in the arbitration or lawsuit, shall NOT be entitled to costs, fees, attorneys' fees, witness or expert witness fees associated with the arbitration or lawsuit.
- i. Notice of Purchaser Dwelling Action Statutes, Arbitration. Notwithstanding A.R.S. § 12-1366(a), all provisions of A.R.S. § 12-1361 through 12-1363 are hereby incorporated by reference into this contract and shall apply prior to the institution of any arbitration proceeding under this contract and shall apply with regard to the award of costs in such arbitration. All disputes and claims between Grantee and Grantor or Grantor's affiliates whether sounded in tort, contract, or otherwise, with respect to this Addendum to Deed or the transaction contemplated hereby or the design or construction of the property, shall be resolved by binding arbitration as provided in this Addendum. Grantee acknowledges that this eliminates the right to trial by judge or jury, the right

to appeal and certain discovery rights.

2. Other Arbitration Requirements Apply. Nothing in this Addendum shall limit the obligation of Grantee or any successors and assigns to participate in any arbitration proceeding set forth in any covenants, conditions and restrictions applicable to the Property, provided in no event shall any matter require grantor to be a party to, or participate in, any court proceedings.

3. Run with the Land. The covenants and restrictions set forth in this addendum requiring arbitration and resolution of disputes are incorporated into the deed to Grantee and are made covenants running with the land binding upon all subsequent grantees, purchasers, successors and assigns until the later of ten (10) years or the lapse of any and all liability or obligations of Grantor to Grantee or any subsequent owner of the Property under any statute, by tort or under any other type of liability from whatever cause arising.

NOFFICE

AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 516-02-6120
 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) _____ (3) _____
 (2) _____ (4) _____

2. SELLER'S NAME AND ADDRESS:

Mattamy Arizona, LLC
9200 East Pima Center Parkway Suite 160
Scottsdale, AZ 85258

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

Sara Nicole Luckham
4516 West Charlie Drive
San Tan Valley, AZ 85142

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

If Yes, state relationship: _____

4. ADDRESS OF PROPERTY:

4516 West Charlie Drive
San Tan Valley, AZ 85142

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

Sara Nicole Luckham
4516 West Charlie Drive
San Tan Valley, AZ 85142

(b) Next tax payment due 10/23

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. Agriculture
- 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" 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 Pinal

Subscribed and sworn to before me on this 17 day of April, 2023

Notary Public

Notary Expiration Date 3-31-2025

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DOR FORM 82162 (04/2014)



FOR RECORDER'S USE ONLY

COUNTY OF RECORDATION PINAL
 FEE NO 2023-027229
 RECORD DATE 04/14/2023

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: \$ 443,785.00 00

11. DATE OF SALE (Numeric Digits): 02 / 23 Month/Year

12. DOWN PAYMENT \$ 22,190.00 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: \$ 00 AND

briefly describe the Personal Property: _____

15. PARTIAL INTEREST: If only a partial ownership interest is being sold, briefly describe the partial interest: N/A

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):

Sara Nicole Luckham
4516 West Charlie Drive
San Tan Valley, AZ 85142

18. LEGAL DESCRIPTION (attach copy if necessary):

LOT 66, OF SAN TAN HEIGHTS PARCEL B-3, (2021-88448)

Signature of Buyer / Agent

State of Arizona, County of Maricopa

Subscribed and sworn to before me on this 14 day of April, 2023

Notary Public

Notary Expiration Date 03/18/2024

