



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Dana Lewis
Electronically Recorded

DATE/TIME: 10/31/2024 1351
FEE: \$30.00
PAGES: 11
FEE NUMBER: 2024-083991

Recording requested by:
LENNAR TITLE, INC.

When recorded mail to:
Nicholas Andrew Delaney
12330 E. Verbina Ln
Florence, AZ 85132

Escrow No.: 122000-014724

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, LLC, an Arizona limited liability company (as successor-in-interest by conversion of Lennar Arizona, Inc., an Arizona corporation) ("Grantor")

does hereby grant and convey to

Nicholas Andrew Delaney, an unmarried man whose address is 12330 E. Verbina Ln, Florence, AZ 85132, (the "Grantee"),

the following described real property situated in Pinal County, Arizona:

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: October 1, 2024

Lennar Arizona, LLC, an Arizona limited liability company (as successor-in-interest by conversion of Lennar Arizona, Inc., an Arizona corporation)

By: Lennar Homes Holding, LLC, a Delaware limited liability company

Its: Member

By: *Theresa Wilson*

Name: Theresa Wilson

Its: Authorized Agent

State of Arizona
County of Maricopa

On 10/1/2024 before me, the undersigned a Notary Public in and for said County and State, personally appeared Theresa Wilson 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: *Carly Macias*
Notary Public

My Commission expires: 9/17/2025

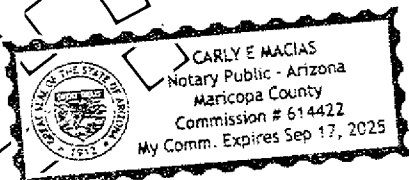


EXHIBIT B

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, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THEIR SUBSIDIARIES, PARENT CORPORATIONS, AND AFFILIATES (INCLUDING WHERE APPLICABLE U.S. HOME, LLC, A DELAWARE LIMITED LIABILITY COMPANY, U.S. HOME OF ARIZONA CONSTRUCTION, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 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. IN THE 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. CONFLICTS. SHOULD THE TERMS HEREOF CONFLICT WITH THE TERMS OF ANOTHER VALID AND ENFORCEABLE ALTERNATIVE DISPUTE RESOLUTION AGREEMENT OR COVENANT WITH RESPECT TO WHICH THE BOUND PARTIES MUST COMPLY, THEN: 1) SUCH CONFLICT SHALL BE RESOLVED IN ALL EVENTS BY REQUIRING ARBITRATION OF DISPUTES TO THE FULLEST EXTENT NOTWITHSTANDING SUCH CONFLICT; 2) THE REQUIREMENTS HEREOF SHALL APPLY IN CASE OF ANY IRRECONCILABLE CONFLICT; AND 3) NO TIME LIMITATION UPON ASSERTION OF ANY CLAIM WHICH IS CONTAINED IN ANY SEPARATE ALTERNATIVE DISPUTE RESOLUTION AGREEMENT OR COVENANT SHALL BE DEEMED TO ALTER OR AMEND THE TERMS OF THESE DEED RESTRICTIONS NOR SHALL THE UNENFORCEABILITY OF ANY PROVISION OF ANY SEPARATE ALTERNATIVE DISPUTE RESOLUTION AGREEMENT OR COVENANT AFFECT THE ENFORCEABILITY OF THE PROVISIONS OF THESE DEED RESTRICTIONS. WITHOUT LIMITATION, THE PROVISIONS HEREOF SHALL CONTROL AS TO THE APPOINTMENT OF ARBITRATORS, THE NUMBER OF ARBITRATORS TO BE APPOINTED, AND THE SCOPE OF ANY ARBITRATION. FURTHER, SHOULD BUILDER HAVE PROVIDED AN EXPRESS WARRANTY WITH RESPECT TO THE HOME, AND SHOULD SUCH EXPRESS WARRANTY REQUIRE ARBITRATION OF DISPUTES OR CONFLICT WITH THE TERMS HEREOF, THE PROVISIONS OF SUCH EXPRESS WARRANTY SHALL APPLY.

7. 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.

8. 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, LLC
ATTN: DIVISION VICE PRESIDENT
LENNAR ARIZONA CONSTRUCTION CO.
1665 W. ALAMEDA DR., STE. 130
TEMPE, AZ 85284-2709

WITH COPIES TO:
LENNAR ARIZONA CONSTRUCTION CO.
1665 W. ALAMEDA DR., STE. 130
TEMPE, AZ 85252-3200

AND TO

LENNAR LEGAL DEPARTMENT
15131 ALTON PARKWAY, 345
IRVINE, CA 92618

SIGNATURES ON FOLLOWING PAGE

CONFIDENTIAL

DATE: October 1, 2024

GRANTEE/BUYER:

Nicholas Andrew Delaney
Nicholas Andrew Delaney

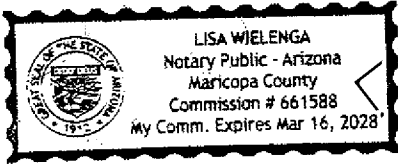
STATE OF ARIZONA
COUNTY OF MARICOPA

On October 29 2024 before me, the undersigned a Notary Public in and for said County and State, personally appeared Nicholas Andrew Delaney 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: Lisa Wielega
Notary Public

My Commission expires: March 16 2028



ARIZONA
MARICOPA

AFFIDAVIT OF PROPERTY VALUE

FOR RECORDER'S USE ONLY

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 210-82-1000

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:

Lennar Arizona, LLC, an Arizona limited liability company (as successor-in-interest by conversion of Lennar Arizona, Inc., an Arizona corporation)
1665 W. Alameda Dr. #130
Tempe, AZ 85282

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

Nicholas Andrew Delaney
7017 South Priest Drive, Apartment 3112
Tempe, AZ 85283

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

4. ADDRESS OF PROPERTY:

12330 E. Verbina Ln
Florence, AZ 85132

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

Nicholas Andrew Delaney
12330 E. Verbina Ln
Florence, AZ 85132

(b) Next tax payment due date October 1, 2025

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.

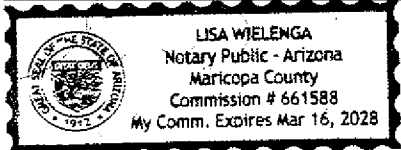
Signature of Seller / Agent

State of Arizona, County of Maricopa

Subscribed and sworn to before me this 21 day of Oct, 2024

Notary Public

Notary Expiration Date March 16, 2028



COUNTY OF RECORDATION
FEE NO
RECORD DATE

PINAL
2024-083991
10/31/2024

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 \$ 358490 00

11. DATE OF SALE (Numeric Digits): 08 / 2024 Month / Year

12. DOWN PAYMENT \$ 6495 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: 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):

Buyer and Seller herein

18. LEGAL DESCRIPTION (attach copy if necessary):

LEGAL DESCRIPTION ATTACHED HERETO.

Signature of Buyer/Agent

State of Arizona, County of Maricopa

Subscribed and sworn to before me this 21 day of Oct, 2024

Notary Public

Notary Expiration Date March 16, 2028

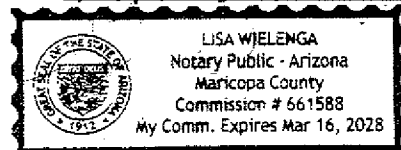


EXHIBIT "A"

PARCEL NO. 1:

Lot 100, of MAGMA RANCH II - UNIT 1, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet F, Slide 192, and thereafter Affidavit of Correction recorded in Fee No. 2006-084091, of Official Records.

PARCEL NO. 2:

Easements of enjoyment in and to the common area as set forth in the Declaration of Covenants, Conditions and Restrictions for Magma Ranch recorded March 5, 2007, in Fee No. 2007-027926, of Official Records.

Not a Public Record