

This instrument prepared by:
Gwynn, Edwards & Getter, PA

Return to: Grantee

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$ 900

Parcel Identification No.: 0506372

Brief Description for the index: Lot 59 Carolina Springs

THIS DEED is made on the date set forth below in the acknowledgment hereof by and between:

GRANTOR

Lennar Carolinas, LLC, a Delaware limited liability company

1100 Perimeter Park Drive, Ste 112
Morrisville, NC 27560

GRANTEE

Amy Beth Ingebretson and spouse, Ray Ezra Throop

106 Calvander Lane
Apex, NC 27539

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all that certain lot or parcel of land situated in the City of **Holly Springs, Wake County, North Carolina**, and more particularly described as follows (the "**Property**"):

BEING all of Lot 59, Carolina Springs Subdivision, Phase 1-Section 1A, as shown on that map recorded in Book of Maps 2023, Pages 768-775, Wake County Registry.

A map of the above-described property is recorded in Book of Maps 2023, Page(s) 768-775, inclusive, Wake County Registry. The property does not include the primary residence of the Grantor.

The property hereinabove described was acquired by Grantor in Book 19460, Page 1672, Wake County Registry.

Submitted electronically by "Gwynn, Edwards & Getter, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

Title to the property hereinabove described is subject to the following exceptions:

1. Subject to those Mediation and Arbitration Provisions as contained in Section 16 of the Purchase and Sale Agreement between Grantor and Grantee (the "Agreement") incorporated herein and attached as Exhibit A.
2. Subject to those exceptions incorporated herein and attached as Exhibit B.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all easements, rights, privileges and appurtenances thereto belonging to the Grantee in fee simple forever.

And Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions herein stated.

GRANTOR'S WARRANTIES WITH RESPECT TO THE IMPROVEMENTS LOCATED ON THE PROPERTY ARE LIMITED TO THOSE EXPRESS LIMITED WARRANTIES SET FORTH IN THE HOMEOWNER'S WARRANTY, WHICH GRANTEE ACKNOWLEDGES BY ACCEPTANCE OF THIS DEED HAS BEEN PROVIDED TO GRANTEE AT CLOSING (THE "LIMITED WARRANTY"). THE LIMITED WARRANTY (AND REMEDIES PROVIDED THEREIN) CONSTITUTES GRANTOR'S EXCLUSIVE WARRANTY (AND GRANTEE'S EXCLUSIVE REMEDIES) WITH RESPECT TO THE IMPROVEMENTS LOCATED ON THE PROPERTY AND IS IN PLACE OF ALL OTHER GUARANTIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS, WHICH ARE HEREBY DISCLAIMED BY GRANTOR AND WAIVED BY GRANTEE.

Grantee, by acceptance of this Deed, 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 the documents identified above, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of the Master Declaration (as defined in Exhibit B), Club Covenants (as defined in Exhibit B) and the Neighborhood Declaration (as defined in Exhibit B), if any, applicable to the Property. The term "Grantee" as used in this Deed shall include Grantee's heirs, personal representatives, successors and assigns.

[SIGNATURE ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this day and year.

**LENNAR CAROLINAS, LLC,
a Delaware limited liability company**

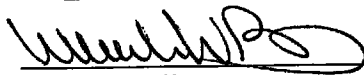
By: 

Norm Hash, Vice President

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, the undersigned Notary Public of the aforesaid County and State, certify that Norm Hash personally came before me this day and acknowledged that (s)he is the Vice President of Lennar Carolinas, LLC, a Delaware limited liability company, and that by authority duly given and as the act of such entity, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this 2 day of January, 2024.



Notary Public

Print Notary Name: _____

My commission expires: _____

Wendi W. Berry
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 4/10/2027

EXHIBIT A
Mediation and Arbitration Provisions

1. 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 or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the Agreement, the Property, 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; and (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. 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 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 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 may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Grantor and Grantee, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.

(c) The waiver or invalidity of any portion of this Section 1 shall not affect the validity or enforceability of the remaining portions of Section 1 of this **Exhibit A**. 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.

(d) 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.

(e) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a

party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(f) 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.

(g) Grantor supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(h) Notwithstanding the requirements of arbitration stated in Section 1(b) of this Exhibit A, Grantee shall have the option, after pursuing mediation as provided herein, 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.

(i) Grantor agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by Grantor and Grantee; however, Grantor and Grantee each agree to pay for their own attorneys' fees and costs.

(j) The fees for any claim pursued via arbitration 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.

(k) Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and 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.

2. GRANTEE AND GRANTOR 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 IN SECTION 1(C) ABOVE.

3. 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 of Section 1 of this Exhibit A, 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. GRANTOR HEREBY SUGGESTS THAT GRANTEE CONTACT AN ATTORNEY OF GRANTEE'S CHOICE IF GRANTEE DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS DEED.**

EXHIBIT B
Standard Exceptions

1. The lien of real estate, ad valorem and non ad valorem taxes and/or assessments, including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds), for this and subsequent years not yet due and payable [or depending upon the time of the year, "due and payable, but not yet delinquent.]"
2. All laws and restrictions, covenants, conditions, limitations, reservations, agreements, or easements affecting the Property and recorded in the public records for the county in which the Property is located, if any; but this provision shall not operate to re-impose the same;
3. All community development, recreation, water control, water conservation, watershed improvement or special taxing districts affecting the Property including, without limitation, the obligation to pay maintenance assessments, capital assessments and/or taxes in connection therewith, if any.
4. All Applicable zoning, land use, and subdivision ordinances, building codes, bulkhead laws, ordinances, regulations, and rights or interests vested in the United States of America or the State of North Carolina.
5. Validly existing rights of adjoining owners in any walls and fences situated on a common boundary, if any.
6. All provisions of the following documents which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions: (i) Declaration(s) governing the community at large in which the home is located (collectively, the "**Master Declaration**"); (ii) club covenants and/or a club plan for the community in which the Property is located (collectively, the "**Club Covenants**"); and (iii) Declaration(s) governing any subdivision of which the Property is a part (the "**Neighborhood Declaration**"), all as amended and modified from time to time.
7. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and shall run with the land, including, without limitation, the Mediation and Arbitration provisions contained in **Exhibit A**.
8. All utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property
9. All matters that would be disclosed by an accurate survey or inspection of the Property.
10. All standard, general printed exceptions contained in the owner's title insurance commitment issued for the Property, if any.
11. The following sections of the Agreement and Addenda, together with any other terms in the Agreement or Addenda that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, Addendum, or term has a survival provision thereto, shall not be merged into this Deed and shall survive closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation/Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.