

Return to (via enclosed envelope)
North American Title Company
10199 Southside Blvd., Suite 106
Jacksonville, Florida 32256

This Instrument Prepared
under the supervision of:
Mark J. Loterstein, Esq.
North American Title Company
700 NW 107 Avenue, Suite 100
Miami, Florida 33172

Property Appraiser's Folio No.:
13-04-24-005542-007-78

11647-11-00496

SPECIAL WARRANTY DEED

JED
AKD

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the 24th day of February, 2012 by and between Lennar Homes, LLC, a Florida limited liability company ("Grantor") having a mailing address of 12724 Gran Bay Parkway Ste. 300, Jacksonville, FL 32258 and Timothy Edward Downey and Alvinia A Downey, husband and wife ("Grantee") whose mailing address is 4484 Gray Hawk Street; Orange Park, Florida 32065.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described real property (the "Property") located and situated in the County of Clay, State of Florida, to wit:

Lot No. 178 of EAGLE LANDING AT OAKLEAF PLANTATION PHASE THREE,
according to the Plat thereof, recorded in Plat Book 50, Page 15, of the Public Records
of Clay County, Florida.

The Property is conveyed subject to the following:

- A. Conditions, restrictions, limitations, reservations, easements and other agreements of record affecting the Property, if any; but this provision shall not operate to reimpose the same.
- B. Any 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.
- C. Applicable zoning, land use and subdivision ordinances, restrictions and/or agreements.
- D. Real estate, ad valorem and non ad valorem taxes and/or assessments, for this and subsequent years not yet due and payable.
- E. Validly existing rights of adjoining owners in any walls and fences situated on a common boundary, if any.
- F. Minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property.
- G. 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 of Covenants, Conditions, Restrictions, Limitations and Easements, governing the community at large in which the Property is located recorded in Official Records Book 2476 at Page 1689, as amended, modified or supplemented by mesne instruments recorded in Official Records Book 2479 at Page 730, Official Records Book 2494 at Page 1255 and in Official Records Book 2769, Page 285 (collectively, the "Declaration"), and (ii) Covenants for Membership and Club Charges, recorded in Official Records Book 3180 at Page 1852 (the "Club Covenants") all as amended and modified from time to time, which are recorded in the public records of Clay County, Florida and are incorporated by reference in their entirety into this Deed.

H. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and run with the land including, without limitation, Sections G, I, J, K, L, M and N.

I. The requirements of Chapter 558 of the Florida Statutes (2011) as it may be renumbered and/or amended from time to time.

J. 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 underlying purchase agreement for the sale and conveyance of the Property, 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.

(1) 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.

(2) 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 parties, 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.

(3) The waiver or invalidity of any portion of this Section J shall not affect the validity or enforceability of the remaining portions of Section J 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.

(4) 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.

(5) 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.

(6) 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.

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

(a) Notwithstanding the requirements of arbitration stated in Section J(2) of this Deed, 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.

(b) 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.

(c) The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Rules of the AAA or other applicable rules.

(8) 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.

K. 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 J of 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.

L. THE PROPERTY IS LOCATED WITHIN THE SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS ON THIS PROPERTY. THE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

M. THE PROPERTY IS SUBJECT TO A DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER FOR THE VILLAGES OF ARGYLE, ADOPTED BY THE CITY OF JACKSONVILLE IN RESOLUTION 74-1445-498, AND BY CLAY COUNTY ON MARCH 13, 1975 BY UNNUMBERED RESOLUTION, AS AMENDED FROM TIME TO TIME.

N. **MANDATORY SOCIAL MEMBERSHIP.** The Property is subject to a Mandatory Social Membership Requirement as described in that certain Membership Reservation Agreement recorded in Official Records Book 3100, Page 1171, of the Public Records of Clay County, Florida which provides as follows:

Grantee(s) shall maintain a Mandatory Social Membership ("Membership") in the Eagle Landing Golf Club (the "Club") on the terms and conditions, and subject to the rights and obligations appertaining to such Membership in effect or established by the Club from time to time. Subject to the rights pertaining to such Membership, Grantee(s) acknowledge(s) that the Club is privately owned and that the owner thereof may determine in its sole discretion how and by whom the Club may be used and enjoyed. Ownership of the Property herein conveyed and/or membership in the Eagle Landing at OakLeaf Plantation Homeowners' Association, Inc. does not give Grantee(s) any vested right or easement, prescriptive or otherwise, to use the Club or any Club facility. Without limiting the generality of the foregoing, Grantee(s) acknowledge(s) having read and agree(s) to be bound by the provisions of Article VIII of the Declaration, as may be amended from time to time, dealing with the Club. The provisions of this paragraph shall run with and bind the Property herein conveyed.

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

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 Declaration and Club Covenants applicable to the property.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed and its seal to be affixed the day and year first above written.

Lennar Homes, LLC, a Florida limited liability company

WITNESSES:

David Bleighton
 Print Name: DAVID BLEIGHTON

Patricia C. Salierno Ellis
 Print Name: PATRICIA C. SALIERNO ELLIS

By: *David Solomon*
 Name: David Solomon
 Title: Authorized Agent

(SEAL)



STATE OF FLORIDA)
 COUNTY OF CLAY Duval) ss.:

The foregoing instrument was acknowledged before me this 22nd day of February, 2012 by David Solomon, as Authorized Agent of Lennar Homes, LLC, a Florida limited liability company, who is personally known to me, on behalf of the company.

My Commission Expires:

Patricia C. Salierno Ellis
 NOTARY PUBLIC, State of Florida at Large

Print Name

