

This Instrument Prepared by and Return to:
Saniye Pirro
Truly Yours Title, LLC
50 Leanni Way, B4
Palm Coast, FL 32137

Property Appraisers Parcel Identification (Folio) Number: 4010310390000000300
Florida Documentary Stamps in the amount of \$4,598.30 have been paid hereon.

THIS SPECIAL WARRANTY DEED, made and executed the 28 day of March 2023 by **Richmond American Homes of Florida, LP, a Colorado limited partnership**, having its principal place of business at 10255 Fortune Parkway, Suite 150, Jacksonville, FL 32256, herein called the grantor, to **David Meador, a single man and Giovanna Scalera, a single woman, joint tenants with right of survivorship**, whose post office address is: 80 Moana Ct. N., Palm Coast, FL 32137, hereinafter called the Grantees:

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in FLAGLER County, State of Florida, viz:

Lot 30, Beachwalk, according to the map or plat thereof, as recorded in Plat Book 40, Page(s) 26 and 27, of the Public Records of Flagler County, Florida

Subject, however, to the terms and conditions set forth in Addendum A attached hereto and made a part hereof

Subject to easements, restrictions and reservations of record and to taxes for the year 2023 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantees that except as above noted, at the time of delivery of this Special Warranty Deed the premises were free of all encumbrances made by them, and they will warrant and defend the same against the lawful claims of all persons claiming by, through or under grantor.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Richmond American Homes of Florida, LP, a Colorado Limited Partnership
By: RAH of Florida, Inc., a Colorado Corporation, its general partner

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

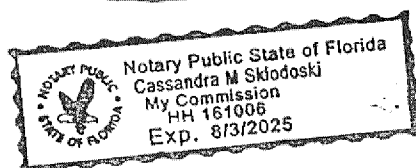
Witness #2 Printed Name

Michael A. Carlo, Division President

State of Florida

County of Duval

The foregoing instrument was acknowledged before me this March 27, 2023, by Michael A. Carlo, division president RAH of Florida, Inc., who is personally known to me or has produced _____ as identification.



Cassandra M Sklodoski
Notary Signature



Alternative Dispute Resolution

Addendum A

Deed of Conveyance

This is an Addendum to and forms part of the document that conveys title to the property from Grantor to Grantee (the "Deed"). Grantor is also referred to herein as Seller and Grantee is also referred to herein as Buyer.

1. Dispute. For purposes of this Addendum "Dispute" shall mean and include, without limitation, any and all controversies, disputes or claims arising out of, related to, or in any way connected with the Property, the purchase agreement, or any resulting transaction, including without limitation claims relating to construction defects arising under or pursuant to state statutes relating to construction defects; personal injury or property damage alleged to have been sustained by Buyer, Buyer's family, other occupants of the Property, and/or invitees to the Property; or any other circumstances relating to, of, or concerning the Property.

2. Mediation. Buyer agrees to personally and individually (i.e. without serving as a class representative for others, or becoming a member of a class action commenced by others, with respect to the Dispute) mediate any Dispute with Seller before resorting to arbitration. Any mediation shall be in the State in which the Property is located.

2.1 Mediation is a process in which the parties attempt to resolve a Dispute by discussing the Dispute in the presence of an impartial, neutral third party authorized by the parties to facilitate the resolution of the Dispute ("Mediator"). The Mediator is not empowered to impose a settlement on the parties. The parties shall agree upon a Mediator within 30 days of written notice of a Dispute delivered by one party to the other. Delivery of a notice of Dispute shall be in accordance with the notice provisions of the Purchase Agreement. If the parties cannot agree upon the selection of a Mediator within such time period, the parties shall request JAMS, Judicial Arbitrator Group, Inc. or another mutually acceptable dispute resolution service provider (as selected, the "ADR Provider") to appoint a Mediator to conduct the mediation.

2.2 All mediation fees, costs and expenses shall be divided equally among the parties; provided, however, that Seller shall be responsible for the first four (4) hours of the Mediator's time. Before the mediation begins and consistent with the laws of the State in which the Property is located, the parties shall agree in writing to limit the admissibility in any arbitration or court action of anything said, any admission made, and any documents prepared in the course of the mediation.

2.3 If any party commences an arbitration or court proceeding based on a Dispute without first attempting to resolve the matter through mediation, the other party shall have the right, at any time, to cause such proceeding to be dismissed or set aside, and the commencing party shall pay all costs, expenses and reasonable attorney fees incurred by such party to have such proceeding set aside or dismissed or stayed.

3. Arbitration of Disputes. The parties agree that this transaction involves interstate commerce and that any Dispute not settled during mediation shall be governed procedurally, resolved, enforced, compelled, stayed, and confirmed by binding arbitration as provided in the Federal Arbitration Act (9 U.S.C. §§1 et seq.) (the "FAA"). Such arbitration shall be conducted by the ADR Provider selected by the parties, which ADR Provider may be different than the ADR Provider that conducted the mediation, and such Dispute shall not be resolved by or in a court of law or equity. Buyer agrees to personally and individually (i.e. without serving as a class representative for others, or becoming a member of a class action commenced by others, with respect to the Dispute) arbitrate such Dispute. A written notice of the intent to arbitrate such Dispute shall be delivered by the party desiring to arbitrate such Dispute to the other party within 30 days after the conclusion of the mediation, and otherwise in accordance with the notice provisions in the Purchase Agreement. Any arbitration shall be in the State in which the Property is located.

3.1 Except as may otherwise be expressly stated in the Deed, unless the parties agree otherwise, the arbitration shall be conducted generally in accordance with the rules specified by the ADR Provider (the "Rules"), but which Rules must include, and it is the express intent of Buyer and Seller that each shall be bound by, the following:

3.1.1 The arbitration shall be conducted by a single arbitrator agreed upon by



the parties with at least 10 years of experience in the subject matter of the Dispute who may be, without limitation, an attorney licensed to practice law in the State in which the Property is located with experience in real estate or construction law, or an expert in the construction industry ("Arbitrator"). If the parties cannot agree upon the selection of an Arbitrator, the Arbitrator shall be selected by the Chief Judge of the judicial district in which the Property is located, or shall otherwise be selected in the manner provided by applicable law and/or custom, and shall meet the foregoing criteria. An Arbitrator shall be selected within the shortest possible period after delivery of the written notice of intent to arbitrate the Dispute. Any fees due to the ADR Provider in connection with such selection process shall be split equally by the Buyer and Seller. If the amount claimed with respect to the Dispute exceeds \$1,000,000, the arbitration shall be heard and determined by three Arbitrators, unless the parties agree on a single Arbitrator. If three Arbitrators are to hear the Dispute, Buyer and Seller shall each select an Arbitrator of their choice and those two Arbitrators shall agree on the selection of the third Arbitrator.

3.1.2 The Arbitrator shall have exclusive authority to resolve any Dispute, including, but not limited to any claim that all or any part of the purchase agreement or any addenda or amendment is void or voidable. The Arbitrator's authority is limited to resolution of the Dispute, and other claims may not be joined or consolidated with the Dispute unless agreed to in writing by all parties. In any such proceedings, the Arbitrator shall apply the substantive law of the State in which the Property is located, saving and excepting any laws regarding arbitration procedure and its enforcement, including, but not limited to, compelling arbitration, staying arbitration, enforcement/confirmation of arbitration awards, and review/appeal of arbitration rulings, which shall remain governed by the provisions of the FAA. The Arbitrator shall be authorized to provide all recognized remedies available at law for any cause of action, except injunctive relief or specific performance. The Arbitrator shall make a determination of the Dispute after completion of the arbitration proceeding. The parties agree that the Arbitrator's decision shall be final and binding. To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration shall be given preclusive or collateral estoppel effect with respect to any issue or claim in any subsequent arbitration or court action, except among the parties to the arbitration.

3.1.3 Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. The forum for enforcement or any related review of any award or decision rendered by the Arbitrator shall be the United States District Court in which the Property is located.

3.2 IN THE EVENT THAT ARBITRATION FAILS FOR ANY PURPOSE, THE PARTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO TRY ANY SUCH DISPUTE BEFORE A JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE PURCHASE AGREEMENT OR THE PROPERTY SOLD HEREBY OR ANY CONDUCT, ACT OR OMISSION OF SELLER, OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH SELLER AND SUCH DISPUTES SHALL BE RESOLVED IN THAT EVENT ONLY IN A TRIAL BEFORE A JUDGE IN A COURT OF APPROPRIATE JURISDICTION.

3.3 ANY RIGHT OR CLAIM BETWEEN BUYER AND SELLER SHALL NOT BE PROSECUTED BY OR IN THE NAME OF A HOMEOWNER'S OR PLANNED COMMUNITY ASSOCIATION OR ANY OTHER THIRD PARTY AND SUCH RIGHT OR CLAIM MAY ONLY BE PROSECUTED IN THE NAME OF THE OWNER OF THE PROPERTY. BUYER COVENANTS AND AGREES THAT IT SHALL NOT PARTICIPATE IN NOR ALLOW A HOMEOWNER'S OR PLANNED COMMUNITY ASSOCIATION OR ANY OTHER THIRD PARTY TO PURSUE, DIRECTLY OR INDIRECTLY, ANY CLAIM OR RIGHT ON BEHALF OF A BUYER, BY ASSIGNMENT OR OTHERWISE.

4. Severability/Additional Parties. The waiver or invalidity of any portion of this Addendum shall not affect the validity or enforceability of the remaining portions of this Addendum. Buyer and Seller agree: (a) any Dispute involving Seller's affiliates, directors, officers, employees, subcontractors, design professionals, and/or agents shall also be subject to mediation and arbitration as described in this Addendum, and shall not be pursued in a court of law or equity; and (b) Seller may, at its sole election join and include Seller's contractors, subcontractors, design professionals and/or suppliers, as well as any warranty company, insurer or other necessary or proper party, as parties in the mediation and arbitration notwithstanding any contrary provision and regardless of whether Buyer or Seller initiates a claim against the



contractors, design professionals, subcontractors and/or suppliers.

5. Attorney Fees/Costs. Each party shall bear its own costs and expenses, expert witness fees, arbitration costs and any fees in any Dispute, including attorneys' fees, and neither party shall be entitled to or awarded its attorney fees or costs incurred with respect to any Dispute.

6. Time for Filing/Location. In no event shall the Dispute be submitted for mediation or 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. Arbitration proceedings shall be conducted in the jurisdiction where the Property is located.

7. Injunctive Relief. Notwithstanding anything in this Addendum to the contrary, if either Seller or Buyer 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 action shall not be interpreted to indicate or be deemed to be a waiver of the right to mediate or arbitrate.

8. Binding Effect. THE AGREEMENT TO MEDIATE AND/OR ARBITRATE ANY DISPUTE WITH GRANTOR (SELLER) REGARDING THE PROPERTY SHALL BE A COVENANT RUNNING WITH THE LAND AND GRANTEE (BUYER) AGREES THIS ADDENDUM APPLIES TO GRANTEE'S (BUYER'S) PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS SUBSEQUENT GRANTEES AND ASSIGNS, AND GRANTEE (BUYER) INTENDS THAT ALL SUCH PARTIES SHALL BE BOUND HEREBY.

9. WAIVER OF CLASS ACTION. BUYER WAIVES THE RIGHT FOR ANY DISPUTE TO BE COMMENCED, HEARD OR RESOLVED AS A CLASS ACTION. BUYER AND SELLER EACH HEREBY WAIVE AND AGREE NOT TO ASSERT ANY CLASS ACTION OR REPRESENTATIVE ACTION CLAIMS AGAINST THE OTHER IN MEDIATION, ARBITRATION OR OTHERWISE, AND AGREE THAT IT IS THE EXPRESS INTENT OF EACH PARTY THAT CLASS ACTION AND REPRESENTATIVE ACTION PROCEDURES NOT BE ASSERTED OR APPLIED WITH RESPECT TO ANY DISPUTE.

10. AGREEMENT TO MEDIATE AND ARBITRATE. BUYER AND SELLER AGREE TO HAVE ANY DISPUTE RESOLVED BY MEDIATION, AND IF NOT RESOLVED BY MEDIATION, DECIDED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS ADDENDUM. BUYER ACKNOWLEDGES THAT ABSENT THE PROVISIONS OF THIS ADDENDUM, SELLER WOULD NOT HAVE ENTERED INTO THE PURCHASE AGREEMENT. THE FAILURE BY SELLER TO TIMELY DEMAND MEDIATION OR ARBITRATION HEREUNDER, INCLUDING WITHOUT LIMITATION IF BUYER COMMENCES AN ARBITRATION OR COURT PROCEEDING BASED ON A DISPUTE WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION AND/OR ARBITRATION, SHALL NOT BE DEEMED A WAIVER BY SELLER OF ITS RIGHT AND ABILITY TO DEMAND MEDIATION AND/OR ARBITRATION UNDER THIS ADDENDUM.

11. WAIVER OF JURY TRIAL. SUBJECT TO THE PROVISIONS OF THIS SECTION AND SECTION 3.2 OF THIS ADDENDUM, BUYER AND SELLER EXPRESSLY WAIVE THE RIGHT TO HAVE ANY DISPUTE HEARD OR RESOLVED IN A COURT BY A JUDGE OR JURY. IF FOR ANY REASON A PARTICULAR DISPUTE IS NOT SUBJECT TO THE MEDIATION OR THE ARBITRATION PROVISIONS SET FORTH ABOVE, BUYER AND SELLER AGREE SUCH DISPUTE SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.