

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$1010.00

Parcel Identifier No. 0494183 Verified by _____ County on the ____ day of _____, 20

By: _____

Mail/Box to: Grantee

This instrument was prepared by: Gwynn, Edwards & Getter, PA, 900 Ridgefield Drive, Ste. 150, Raleigh NC 27609

Brief description for the Index: Lot 192 Preserve at Jones Dairy

THIS DEED made this 30th day of AUGUST, 2023, by and between

GRANTOR

KB HOME RALEIGH-DURHAM INC.,
A DELAWARE CORPORATION
4506 S. Miami Blvd., Ste 100
Durham, NC 27703

GRANTEE

ZOREN ELIAS, UNMARRIED
712 Emmer Street
Rolesville, NC 27571

Enter in appropriate block for each Grantor and Grantee: name, mailing 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 the said Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed and confirmed unto said "Grantee", its successors and assigns forever, following described land, situate, lying and being in the County of **Wake**, State of **North Carolina**, to-wit:

BEING all of Lot 192, Preserve at Jones Dairy, South Phase 1B, as shown on that map recorded in Book of Maps 2022, Pages 481-483, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 18362 page 1235.

All or a portion of the property herein conveyed _____ includes or x does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 2022 page 481-483.

The Property is conveyed **SUBJECT TO THE FOLLOWING:**

- A. Conditions, restrictions, limitations, reservations, easements, and other agreements of record affecting the Property but this provision shall not operate to reimpose the same.
- B. Real Estate, ad valorem and non ad valorem taxes and all assessments by any community development, recreation, water control, water conservation, watershed improvement or special taxing districts (including, without limitation, the obligation to pay maintenance assessments and capital assessments) affecting the Property, for this and subsequent years not yet due and payable.
- C. All covenants, conditions, and restrictions contained in this Deed are equitable servitudes, perpetual and run with the land, including, without limitation, Sections D, E, and F.
- D. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute(s) (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. "Dispute(s)" (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; (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; or (4) 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. 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. 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.
 - i. 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. If the matter proceeds to arbitration, Grantor and Grantee shall not be bound by its use of any expert report or repair estimate used at the mediation. Expert reports and repair estimates used at mediation shall not be used at arbitration absent consent by the presenting party. 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. Each arbitrator must either: (i) have at least ten years of experience as a lawyer; (ii) be board certified by the North Carolina Bar; or (iii) have served as a state or federal judge. 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. Grantor and Grantee agree that, neither party shall be liable for punitive damages nor shall the arbitrator be permitted to award punitive damages to either party, unless punitive damages are allowed by contract or by statute. An arbitrator must apply the laws of the state of North Carolina, without reference to any provision of such state's law that would select the law of another jurisdiction. The underlying award may be appealed to a panel of three (3) appellate arbitrators pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"). Upon expiration of the time for filing the notice of appeal pursuant to the Appellate Rules, if no appeal is filed, or, upon the date of the decision of the appeal tribunal, if an appeal is filed, the decision of the arbitrator shall be final and binding. Buyer and Seller expressly agree that should either party fail to satisfy the arbitrator's decision within thirty (30) days of the date upon which the time for filing the notice of appeal pursuant to the appellate rules expires, or, in the case of an appeal, within thirty (30) days of the date of the decision of the appeal tribunal, then 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.

3. The waiver or invalidity of any portion of this Section D shall not affect the validity or enforceability of the remaining portions of Section D 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. The fees for any claim pursued in arbitration shall be apportioned as provided in the Home Construction Rules of the AAA. Any mediator and associated administrative fees incurred shall be shared equally by Grantor and Grantee. If Grantee cannot pay the costs and expenses associated with arbitration, then the provisions of the AAA Construction Rules providing fee paying relief will apply. However, Grantor and Grantee each agree to pay for their own attorneys' fees and costs. 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 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. ARBITRATION OF A GROUP OR CLASS ACTION DESTROYS THE ADVANTAGES OF THE ARBITRATION PROCESS SUCH AS SPEED, EFFICIENCY, AND LOWER COSTS DUE TO THE COMPLEXITIES INVOLVED IN A GROUP OR CLASS ACTION. FOR THESE REASONS, THE GRANTOR AND GRANTEE WAIVE THE RIGHT TO BRING A GROUP, OR CLASS ACTION CLAIM IN THE ARBITRATION, INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT AS A CLASS REPRESENTATIVE, CLASS MEMBER, REPRESENTATIVE ON BEHALF OF OTHERS OR PRIVATE ATTORNEY GENERAL ON BEHALF OF THE GENERAL PUBLIC. 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 D(3) ABOVE.

8. THESE COVENANTS AND RESTRICTIONS ("DEED RESTRICTIONS") REQUIRING 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. THE RECORDING OF THIS DEED SHALL CONSTITUTE NOTICE TO ALL PERSONS THAT ALL OF THE COVENANTS IN THIS DEED, INCLUDING, BUT NOT LIMITED TO, PARAGRAPHS C, D, AND E, RUN WITH THE LAND IN PERPETUITY AND ARE BINDING ON AND ENFORCEABLE AGAINST ALL SUBSEQUENT GRANTEES.

- E. 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 D 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 EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY DISPUTE, CLAIM, DEMAND ACTION, OR CAUSE OF ACTION.

- F. All provisions of that certain Declaration for Preserve at Jones Dairy, recorded in Official Records Book 18706 Page 2545, Book Page , Book Page , Book Page , Book Page of the Public Records of Wake County, North Carolina, each as amended from time to time, which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions and which are incorporated by reference in their entirety into this Deed.

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

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

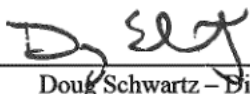
And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

1. Ad valorem taxes for the current year and subsequent years.
2. Easements, restrictions and other matters of record affecting title to the subject property.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

KB Home Raleigh-Durham Inc.
(Entity Name)

By:

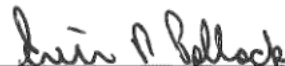


Doug Schwartz – Division President

State of North Carolina - County of Johnston

I, the undersigned Notary Public of the County of Johnston and State aforesaid, certify that Doug Schwartz personally came before me this day and acknowledged that he is the Division President of KB Home Raleigh-Durham Inc., a Delaware corporation, and that by authority duly given and as the act of such entity, 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 30 day of

August, 2023



Notary Public

Erin N Pollock

My Commission Expires: June 17, 2024

(Affix Notary Seal)

Notary's Printed or Typed Name

ERIN N POLLOCK
NOTARY PUBLIC
Johnston County
North Carolina
My Commission Expires June 17, 2024