

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2019 APR -8 AM 11:33

MICHAEL B. BROWN  
RECORDER

2019 020560

Parcel No. 45-15-03-156-012.000-015

(The Above Space for Recorders Use Only)

**Document is**  
**LIMITED WARRANTY DEED**  
**NOT OFFICIAL!**

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the Lake County Recorder!**

CalAtlantic Homes of Indiana, Inc., a Delaware corporation ("Grantor"), being a corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Indiana, with offices at 1141 East Main Street, Suite 108 in Dundee, Illinois, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00), and other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Directors of said corporation, CONVEYS TO Jeffery A Williams and Elizabeth Williams husband and wife, as tenants by the entirety, ("Grantee"), residing at 157041 Reynolds Lane Unit 1 BL, Oak Forest IL 60452, the following described real estate (the "Property") situated in the County of Lake, in the State of Indiana, to wit:

Legal Description: See attached Exhibit A

Address: 10453 Red Oak Dr, St. John, Indiana 46373

APR 08 2019

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

22705

Together with the appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the Property TO HAVE AND TO HOLD the Property, unto Grantee, and Grantee's heirs and assigns forever.

And Grantor, for itself, and its successors, does covenant to Grantee, and Grantee's heirs and assigns, that it has not done or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND, against all persons lawfully claiming by, through or under it.

**SUBJECT TO:** (1) Zoning, building codes, ordinances, regulations, rights or interests vested in the United States of America, the State of Indiana, County of Lake and Town of St. John; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance

INDIANA TITLE NETWORK COMPANY  
325 NORTH MAIN  
CROWN POINT, IN 46307

{30084: 271: 02485677.DOCX : }

Handwritten signatures and initials: #25100, #26959, JTB

telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Home; (5) matters that would be disclosed by an accurate survey or inspection of the Home; (6) the Purchase and Sale Agreement between Grantor and Grantee, including all addenda (the "Agreement"); (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Home for single family residential purposes); (8) minor encroachments or easements that do not substantially interfere with an easement holder's interest in the Home; (9) acts done or suffered by Grantee and any mortgage or deed of trust obtained by Grantee for the purchase of the Home, (10) the Document Book (as defined in the Agreement).

**FURTHER SUBJECT TO:** ~~The Covenants and Restrictions Concerning Arbitration and Resolution of Disputes attached hereto as Exhibit B and incorporated herein by reference.~~



In Witness Whereof, Grantor has caused its name to be signed to these presents by one of its Authorized Agents this 4th day of April, 2019

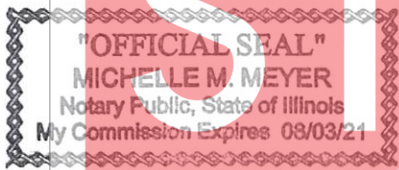
**CALATLANTIC HOMES OF INDIANA, INC., a Delaware corporation**

By: [Signature]  
Michael P. Mahoney, Authorized Agent

State of Illinois )  
                          ) SS  
County of Kane )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Michael P. Mahoney, an Authorized Agent of CalAtlantic Homes of Indiana, Inc., a Delaware corporation (the "Corporation"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Authorized Agent, he signed and delivered said instrument, as his free and voluntary act, and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of April, 2019



[Signature]  
NOTARY PUBLIC

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. [Signature]  
Susan Smith

This document was prepared by: Roger T. Stelle, Meltzer, Purtill & Stelle LLC  
1515 E. Woodfield Road, Suite 250  
Schaumburg, IL 60173

MAIL TO:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SEND SUBSEQUENT TAX BILLS TO:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

TRACT 271: THAT PART OF LOT "D" IN THE GATES OF ST. JOHN, UNIT 6D, BEING A SUBDIVISION OF PART OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 34, NORTH, RANGE 9 WEST, OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 2017, AS DOCUMENT NUMBER 2017067935, IN PLAT BOOK 110, PAGE 72, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT D; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT D, BEING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 510.00 FEET, AN ARC DISTANCE OF 96.22 FEET AND CHORD BEARING NORTH 35 DEGREES 53 MINUTES 47 SECONDS WEST; THENCE NORTH 59 DEGREES 30 MINUTES 27 SECONDS EAST, A DISTANCE OF 170.46 FEET TO THE EASTERLY LINE OF SAID LOT TO A POINT WHICH LIES NORTH 07 DEGREES 45 MINUTES 30 SECONDS WEST 47.55 FEET FROM THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 07 DEGREES 45 MINUTES 30 SECONDS EAST ALONG SAID EASTERLY LINE, A A DISTANCE OF 47.55 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 39 DEGREES 36 MINUTES 07 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 152.12 FEET, TO THE POINT OF BEGINNING.

Permanent Index No.: 45-15-03-156-012.000-015



## EXHIBIT B

### Covenants and Restrictions Concerning Mediation, Arbitration and Resolution of Disputes

These covenants and restrictions concerning mediation, arbitration and resolution of disputes contained herein are incorporated into the Limited Warranty Deed to which this Exhibit is attached and are hereby made covenants and restrictions which shall run with the land in perpetuity, and shall be binding upon Grantor, Grantee and all subsequent grantees, purchaser, successors and assigns.

1. **Dispute Resolution.** Grantor and Grantee specifically agree that it is their desire to efficiently and quickly resolve any disputes that arise, that this conveyance 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 between Grantor and Grantee, the Property, the community in which the Property is located, or any dealings between Grantor and Grantee; (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 the community in which the Property is located; or (4) relating to issues of formation, validity or enforceability of this Section.

2. **Mediation.** If Grantor and Grantee are unable to agree to a mediator, Grantor and Grantee shall utilize the American Arbitration Association ("AAA") for this role. Grantor and Grantee expressly agree that the mediator's charges shall be equally shared and that each of Grantor and Grantee shall be responsible for its own costs and fees, including attorneys' fees and consultant fees incurred in connection with the mediation.

3. **Arbitration.** 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 Construction Industry Arbitration Rules. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Disputes would be barred by the applicable statute(s) of limitations, which such statute(s) of limitations the parties expressly agree apply to any Disputes. The decision of the arbitrator(s) shall be final and binding on both Grantor and Grantee. 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. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). 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. 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 Grantor or Grantee unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the

non-contesting 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 Grantor or Grantee 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.

GRANTOR AND GRANTEE AGREE THAT ANY LAWSUIT OR ARBITRATION PROCEEDING (WHICHEVER MAY APPLY) ARISING FROM OR RELATING TO ANY DISPUTE MUST BE COMMENCED WITHIN TWO YEARS AND ONE DAY FROM THE DATE THE CAUSE OF ACTION ACCRUES. TIME IS OF THE ESSENCE, SO THAT IF THE LAWSUIT OR ARBITRATION PROCEEDING IS NOT COMMENCED WITHIN THAT STATED PERIOD, THE DISPUTE IS BARRED AND WAIVED. FOR ARBITRATION PURPOSES, A CAUSE OF ACTION SHALL ACCRUE AS PROVIDED BY APPLICABLE STATUTE FOR THE INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING; AND IF THERE IS NO APPLICABLE STATUTE, THEN THE CAUSE OF ACTION, REGARDLESS OF GRANTEE'S LACK OF KNOWLEDGE, ACCRUES ON DISCOVERY OF THE INJURY.

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 and then only as between those parties.

The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Grantor and Grantee 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 or surety as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

GRANTOR AND GRANTEE AGREE THAT EITHER PARTY MAY BRING A CLAIM 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 ABOVE.

Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitation 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.

Grantor and Grantee specifically consent to arbitrate in accordance with the provisions contained in this Exhibit B.

4. Other Dispute Resolutions. Notwithstanding the obligation of Grantor and Grantee 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 contained in this Exhibit B, then the parties agree to the following provisions: GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES RELATING TO THE COVENANTS AND RESTRICTIONS CONTAINED IN THIS EXHIBIT B ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTOR AND GRANTEE 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. GRANTOR AND GRANTEE 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 THE COVENANTS AND RESTRICTIONS SET FORTH IN THIS EXHIBIT B. For any Dispute that involves a claimed amount of less than \$10,000, the parties may agree to litigate the Dispute before a judge in a court of small claims; however, any appeal of the judgment rendered in the small claims court will be subject to the mediation and arbitration provisions set forth in this Section.

