

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Oct 08 2021 cR

JOHN E. PETALAS
LAKE COUNTY AUDITOR

Parcel No. 45-15-33-255-017.000-014

(The Above Space for Recorders Use Only)

LIMITED WARRANTY DEED

Lennar Homes of Indiana, Inc., a Delaware corporation, f/k/a 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 E Main Street, Suite 108, East Dundee, IL 60118, 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 or other authority of said Corporation, CONVEYS TO John P. Kowalczyk, JR and Catherine T. Kowalczyk, husband and wife, as tenants by the entirety, ("Grantee"), residing at 10717 West 134th Place, Cedar Lake, IN 46303, 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 of Property: 14174 Violet Circle, Cedar Lake, IN 46303

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 City of Cedar Lake; (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 policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Home (as defined in the Agreement); (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.

[Signature page follows]

NOT AN OFFICIAL DOCUMENT

In Witness Whereof, Grantor has caused its name to be signed to these presents by one of its authorized agents this 4 day of October, 2021.

Lennar Homes of Indiana, Inc., a Delaware corporation, f/k/a CalAtlantic Homes of Indiana, Inc., a Delaware corporation

BY: 
Christopher Gillen, Vice President

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 Christopher Gillen, a Vice President of Lennar Homes of Indiana, Inc., a Delaware corporation, f/k/a 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 Vice President, he/she signed and delivered said instrument, as his/her 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 4 day of October, 2021.




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. Nicole Wittenauer

Nicole Wittenauer

This document was prepared by:

Roger T. Stelle,
Meltzer, Purfill & Stelle LLC
1515 E. Woodfield Road, Suite 200
Schaumburg, Illinois 60173

GRANTEE'S ADDRESS:

SEND SUBSEQUENT TAX BILLS TO:

→
John P. Kowalczyk Jr.
Catherine T. Kowalczyk
14174 Violet Circle
Cedar Lake, IN 46303

EXHIBIT A

Legal Description

LOT 155 IN ROSE GARDEN ESTATES P.U.D. - PHASE 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND OF PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 2020 AS DOCUMENT 2020-093748, IN LAKE COUNTY, INDIANA.

Property of Lake County Recorder

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 (the "Deed") to which this Exhibit is attached and are hereby made covenants and restrictions which are appurtenant to the land and shall run with the land in perpetuity, and shall be binding upon Grantor, Grantee and all subsequent grantees, purchasers, 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 Agreement between Grantor and Grantee, the Property, the Community (as defined in the Agreement) 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 within thirty (30) days following receipt of a written notice of request for mediation from Grantor or Grantee to the other, as such notice is deemed to have been given pursuant to Section 26 of the Agreement, 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 statute(s) of limitations Grantor and Grantee 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 Grantor and Grantee, 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 Grantor and Grantee. Unless otherwise recoverable by law or statute, each of Grantor and Grantee 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 Grantor or Grantee 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 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 GRANTOR OR GRANTEE 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 GRANTOR OR

GRANTEE SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THE GRANTOR'S OR GRANTEE'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON A 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 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.

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 Grantor and Grantee 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 RELATING TO MATTERS CONTAINED IN OR RELATING TO THIS DEED (INCLUDING THIS EXHIBIT B) 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. GRANTEE ACKNOWLEDGES AND CONFIRMS THAT GRANTEE HAS HAD THE OPPORTUNITY TO CONTACT, OR HAS CONTACTED, AN ATTORNEY OF GRANTEE'S CHOICE IF GRANTEE DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF THIS DEED (INCLUDING THIS EXHIBIT B). For any Dispute that involves a claimed amount of less than \$10,000, Grantor and Grantee 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.