

Prepared By:

Brian Monroe, Esq.
Lennar Title Inc.
1 Chase Corporate Center, Suite 400H1
Birmingham, AL 35244

File #: 197003-000021

Purchase Price: \$289,200.00

After Recording Return To:

Byron K Daviston and Delilah F Daviston
652 Klynes Drive
Calera, AL 35040

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration in hand paid to **Lennar Homes of Alabama, LLC, an Alabama limited liability company**, whose address is 3825 Lorna Road, Suite 214, Hoover, AL 35244 (herein referred to as "**Grantor(s)**"), the receipt and sufficiency of which is hereby acknowledged, by **Byron K Daviston and Delilah F Daviston, husband and wife**, whose address is 652 Klynes Drive, Calera, AL 35040 (herein referred to as "**Grantee(s)**"), does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee(s), all that certain lot or parcel of land situated in Shelby County, Alabama, to wit:

Lot 362, in the Final Plat of Camden Park Phase IV - Sector One, as recorded March 15, 2024, in Plat Book 59, Page 75, in the Office of the Judge of Probate of Shelby County, Alabama.

PHYSICAL ADDRESS OF PROPERTY:

652 Klynes Drive, Calera, AL 35040

LESS AND EXCEPT such oil, gas, and other mineral interests, and all rights and privileges in connection therewith, as may have been reserved or conveyed by prior owners, if any.

\$283,961.00 of the purchase price was paid from a purchase money mortgage closed simultaneously herewith.

THIS CONVEYANCE AND THE WARRANTIES CONTAINED IN THIS WARRANTY DEED ARE MADE SUBJECT TO THE FOLLOWING:

1. Matters as exhibited by the Final Plat of Camden Park Phase IV - Sector One, recorded March 15, 2024, in Instrument No. 20240315000071670, and in Plat Book 59, Page 75, in the Probate Office of Shelby County, Alabama.
2. Terms, provisions, options, right of first refusal, covenants, conditions, restrictions, easements, charges, assessments, and liens provided for in the Declaration of Covenants, Conditions and Restrictions for Camden park, Phase One Sector One, recorded December 30, 2020, as Instrument No. 20201230000602400, Correction and Amendment to Declaration recorded March 10, 2021, as Instrument 20210310000120500, Master Declaration of Covenants, Conditions and Restrictions for Camden Park recorded March 10, 2021, as Instrument 20210310000120530; Annexation & supplemental Declaration recorded March 18, 2024, as Instrument No. 20240318000073410 in the Office of the Probate Judge, Shelby County, Alabama, and as the same may be further amended and/or supplemented, and any related maps, plans, bylaws and other document(s) and amendment(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

3. Right-of-way granted to Alabama Power Company recorded in Volume 240, Page 822 and recorded in Volume 281, Page 884 in the Office of the Judge of Probate of Shelby County, Alabama.
4. Grant(s) of Easement for Underground Facilities within a Subdivision recorded December 28, 2020 as Instrument Nos. 20201228000592660, recorded July 7, 2021 as Instrument No. 20210707000327650, 20210707000327640; recorded June 6, 2023, as Instrument No. 20230606000170280 and 20230606000170300; recorded December 30, 2024 as instrument No. 20241230000396570
5. Ordinance No. 2008-09 recorded August 6, 2008 as Instrument No. 20080806000314810
6. Ordinance No. 2003-32 recorded November 26, 2003 as Instrument No. 20031126000775300
7. Title to, and easements in, any portion of the Land lying within any highways, roads, streets, or other ways.
8. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand and gravel in, on, and under subject property.

NOTE: All recording references in this form shall refer to the public records in the Probate Office of Shelby County, Alabama, unless otherwise noted.

AND ALSO:

9. 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; (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. 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 shall not affect the validity or enforceability of the remaining portions 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 principles 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 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)

Any mediator and associated administrative fees incurred shall be shared equally by Grantor and Grantee; however, Grantor and Grantee each agree to pay for their own attorneys' fees and costs.

(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.

(9)

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. 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 THE SECTION ABOVE.

(10)

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.

(11)

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 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.

Any and all covenants, restrictions, regulations, conditions, easements, rights-of-way, liens, set back lines, and other rights of whatever nature, recorded and/or unrecorded.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD unto said Grantee(s), and the heirs and assigns of said Grantee(s), in fee simple, forever.

AND except as to the above, and taxes hereafter falling due, which are assumed by said Grantee(s), for the Grantor(s), and for the heirs and assigns of the Grantor(s), hereby covenants and warrants to and with said Grantee(s), Grantee's heirs and assigns, that the Grantor(s) is seized of an indefeasible estate in fee simple in and to said real property, and has a good and lawful right to sell and convey the same, and that the Grantor(s) is in quiet and peaceable possession of said real property, and that said real property is free and clear of all liens and encumbrances, unless otherwise noted herein and/or incorporated herein by reference, and Grantor(s) does hereby WARRANT and will forever DEFEND the title to said real property, unto said Grantee(s), and Grantee's heirs and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor(s) has set the hand and seal of the Grantor(s) on this, the 30th
day of September, 2025.

Lennar Homes of Alabama, LLC

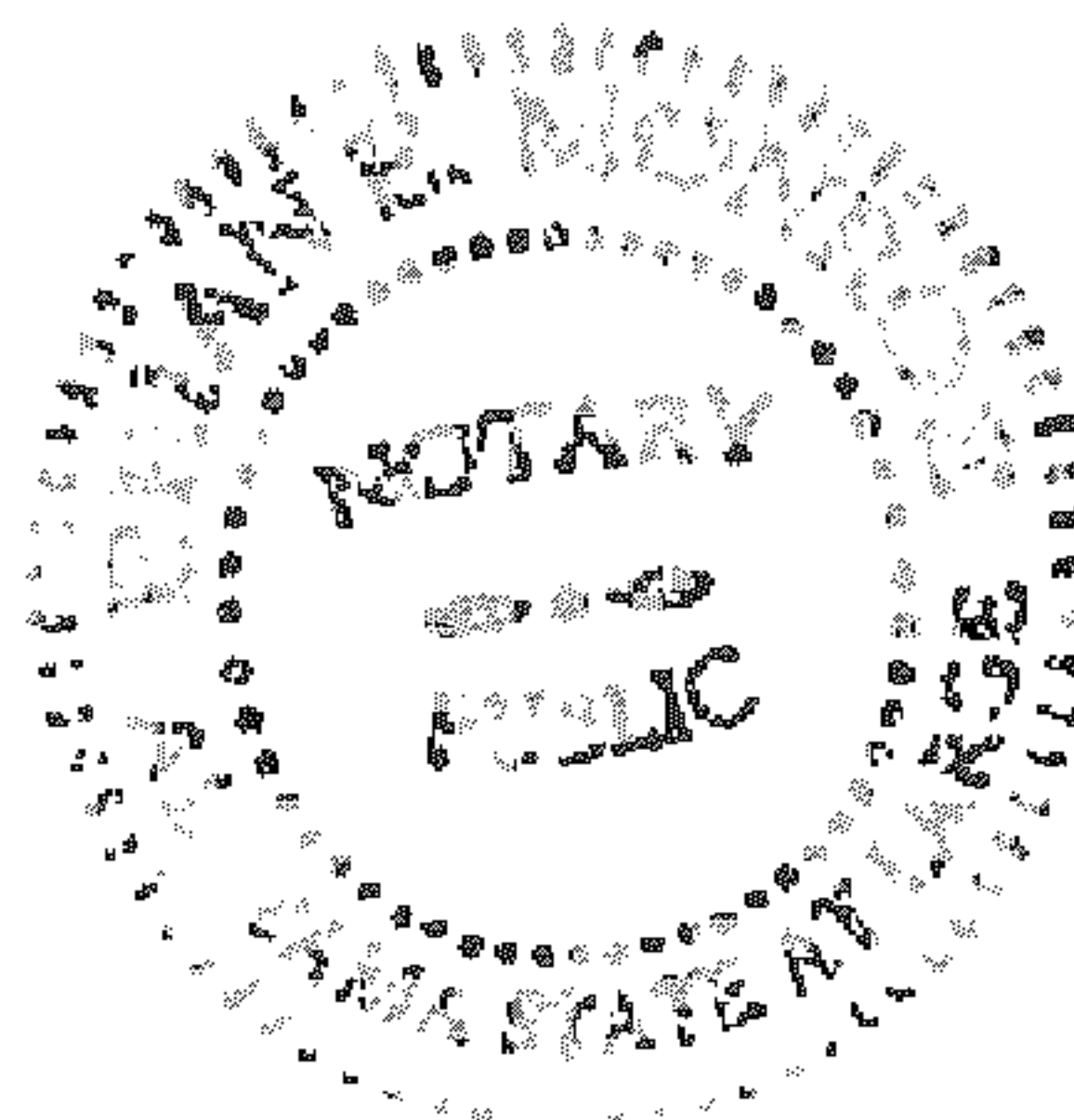
BY: WB
Brannen McMahan
Its: Authorized Agent

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brannen McMahan, whose name as Authorized Agent of Lennar Homes of Alabama, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 30th day of September, 2025.

[Signature]
Notary Public
My Commission Expires: 01/04/2027



REAL ESTATE SALES VALIDATION FORM*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name: Lennar Homes of Alabama, LLC
 Mailing Address: 3825 Lorna Road, Suite 214
 Hoover, AL 35244

Grantee's Name: Byron K Daviston and Delilah F Daviston
 Mailing Address: 652 Klynnes Drive
 Calera, AL 35040

Property Address: 652 Klynnes Drive
 Calera, AL 35040

Date of Sale: September 30, 2025
 Total Purchase Price: \$289,200.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale

☐ Appraisal

☒ Sales Contract

☐ Other: _____

☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: 09/30/2025

Print: JD Landers

Unattested

~~Filed and Recorded~~
 (verified by)
 Official Public Records

Sign: _____

(Grantor/Grantee/Owner/Agent) circle one



Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 10/10/2025 11:36:34 AM
 \$45.50 JOANN
 20251010000313350

Allen S. Bayl