

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$660.00

Parcel Identifier No. 16K05169U

Title Insurance Company: Independence Title Company

Mail/Box to: Grantee

This instrument was prepared by: Hankin & Pack PLLC - NC, 5955 Carnegie Boulevard, Suite 350, Charlotte, NC 28209

Brief description for the Index: Lot 256, North District at Flowers Plantation Phase 2

THIS DEED made this 1 day of April, 2025 by and between

GRANTOR	GRANTEE
True Homes, LLC, a Delaware Limited Liability Company	Ty Tran and Chau Tran, husband and wife, as tenants by the entirety
<i>Mailing Address:</i> 2649 Brekonridge Centre Drive Monroe, NC 28110	<i>Mailing Address:</i> 76 North District Avenue Clayton, NC 27527
	<i>Property Address:</i> 76 North District Avenue Clayton, NC 27527

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 Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land or condominium unit situated in the City of Clayton, Johnston County, North Carolina and more particularly described as follows:

Being all of Lot 256 as shown on plat entitled "North District at Flowers Plantation Phase 2" recorded in Book 101, at Pages 188-191 in the Johnston County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 6734 Page 867.

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

File No.: 25-3423

Submitted electronically by "Hankin & Pack, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Johnston County Register of Deeds.

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, except for the exceptions hereinafter stated.

GRANTOR'S WARRANTIES WITH RESPECT TO THE IMPROVEMENTS LOCATED ON THE PROPERTY ARE LIMITED TO THOSE EXPRESS LIMITED WARRANTIES SET FORTH IN THE GRANTEE'S WARRANTY, WHICH GRANTEE ACKNOWLEDGES BY ACCEPTANCE OF THIS DEED HAS BEEN PROVIDED TO GRANTEE AT CLOSING (THE "LIMITED WARRANTY"). THE LIMITED WARRANTY (AND REMEDIES PROVIDED THEREIN) CONSTITUTES GRANTOR'S EXCLUSIVE WARRANTY (AND GRANTEE'S EXCLUSIVE REMEDIES) WITH RESPECT TO THE IMPROVEMENTS LOCATED ON THE PROPERTY AND IS IN PLACE OF ALL OTHER GUARANTIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS, WHICH ARE HEREBY DISCLAIMED BY GRANTOR AND WAIVED BY GRANTEE.

Title to the Property hereinabove described is subject to the binding Alternate Dispute Resolution provisions referenced in the Home Purchase Agreement signed between Grantor and Grantee and provided more fully in Section VII of the Limited Warranty, which section is set forth in full on Exhibit A attached hereto and incorporated herein by reference.

Grantee, by acceptance of this Deed, agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and be bound by all of the terms and conditions set forth in the documents identified above, including the Limited Warranty, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of the Declaration (as defined in Exhibit B), if any, applicable to the Property. The term "Grantee" as used in this Deed shall include Grantee's heirs, personal representatives, successors and assigns.

*****SIGNATURES ON FOLLOWING PAGE*****

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

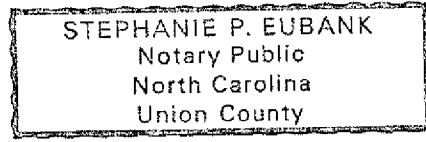
True Homes, LLC, a Delaware limited liability company
(Entity Name)

By: [Signature]
Print/Type Name & Title: D. Hope Bergamini, Land Development Coordinator

State of North Carolina
County of Union

(Official/Notarial Seal)

I certify that D. Hope Bergamini, personally appeared before me this day, acknowledging that he is Land Development Coordinator of True Homes, LLC, a Delaware limited liability company, and as Manager and being authorized to do so, he executed the foregoing instrument on behalf of the limited liability company.



Date: April 1, 2025

[Signature]
Stephanie P. Eubank Notary Public
Notary's Printed or Typed Name

My Commission Expires:
March 12, 2028

EXHIBIT A

Limited Warranty Section VII: Dispute Resolution Procedure

Grantor (referred to below by use of the terms "we", "us" or "ours") and Grantee (referred to below by the terms "you", "your" or "yours") acknowledge and agree that this Limited Home Warranty affects interstate commerce by virtue of the materials and components in the Home. Any dispute arising out of or relating to this Limited Home Warranty shall be resolved by binding arbitration pursuant to the Federal Arbitration Act and shall be administered by such third-party arbitration administrator designated according to this Section VII, in accordance with its applicable rules for governing residential construction disputes. Disputes subject to binding arbitration include but are not limited to:

- A. Whether a DEFECT or LOAD BEARING DEFICIENCY is covered by this Limited Home Warranty;
- B. We fail or refuse to correct a DEFECT or LOAD BEARING DEFICIENCY to your satisfaction or in a manner that you believe this Limited Home Warranty requires;
- C. We fail to respond to your written notice of a DEFECT or LOAD BEARING DEFICIENCY;
- D. Any alleged breach of the Purchase Agreement or this Limited Home Warranty;
- E. Any alleged violations of consumer protection, license rules, unfair trade practice, or other statutes;
- F. Any dispute concerning whether an issue should be submitted to binding arbitration;
- G. Any dispute concerning the timeliness of binding arbitration requests.

Any binding arbitration proceeding will be administered by one of the following arbitration administrators:

- i. DeMars & Associates, LTD;
- ii. Such other independent third-party arbitration administrator appointed by us that is qualified to administer arbitration pursuant to the Federal Arbitration Act; or
- iii. Such other independent third-party arbitration administrator designated by you that is (a) acceptable to us; (b) qualified to administer arbitration pursuant to the Federal Arbitration Act; and (c) willing to administer the arbitration consistent with this Limited Home Warranty.

The arbitrator will determine your and our rights and obligations under this Limited Home Warranty. These rights and obligations include but are not limited to those provided to you or us by local, state or federal statutes in connection with this Limited Home Warranty.

The award of the arbitrator will be final, binding and enforceable as to both you and us, except as modified, or vacated in accordance with applicable rules and procedures of the designated arbitration organization, or, in their absence, the Federal Arbitration Act.

Binding arbitration will be the sole remedy for resolving disputes for you and us. The cost and expense for the arbitration will be paid by us except for the One Hundred Dollar (\$100.00) arbitration filing fee which will be paid by the party requesting arbitration. If you request arbitration and you prevail on any claimed DEFECT or LOAD BEARING DEFICIENCY under dispute, the One Hundred Dollar (\$100.00) arbitration filing fee will be refunded to you. The process for either party to initiate arbitration is described below.

Step 1: Either party may complete a Binding Arbitration Request Form and mail it to the following:

True Homes Legal Department
Attn: Arbitration Requests
2649 Brekonridge Centre Drive
Monroe, NC 28110
legal@truehomesusa.com

A Binding Arbitration Request Form is attached to this Limited Home Warranty. The Binding Arbitration Request Form must be received no later than 90 days after the coverage for the disputed item expires. Please note that while you have 90 days to file for arbitration, this time period does not extend the warranty coverage period for Defects or Load Bearing Deficiencies. You must still notify us of an alleged DEFICIENCY or LOAD BEARING DEFICIENCY before the warranty for that item expires.

Step 2: Following receipt of your One Hundred Dollar (\$100) arbitration Fee, the arbitration administrator will identify a qualified arbitrator, in their sole discretion. Please note, the check should be payable to the arbitration administrator, who will not schedule the arbitration until after they receive the arbitration fee. The arbitrator will be one of the following, depending on the knowledge and experience needed to render an informed final decision:

An attorney may be appointed if the claims involve complex contractual or legal questions.

A structural engineer may be appointed for an allegation involving a Load Bearing Deficiency or other issue relating to structural integrity of the Home.

A home inspector may be appointed if the claim involves workmanship, installation or other non-structural components.

Step 3: The Arbitrator will arrange the Arbitration Proceeding. In scheduling the hearing, the arbitrator will set a time and date that is reasonably convenient to all the parties. The Arbitrator or arbitration organization will notify both parties of the time, date and location of the arbitration hearing. Most often the hearing will be conducted at your HOME or some other location that is agreeable to all the parties of the dispute.

Step 4: The Arbitration Hearing. The parties at the arbitration hearing will include the arbitrator, you, and us.

To maintain the efficient and cost-effective benefits of arbitration to both parties, there will be no formal discovery process and the arbitration will be limited to one (1) day. Either party may provide the arbitrator with any evidence the party wishes the arbitrator to consider, and the arbitrator may request any additional information from either party. However, neither party has the right to demand any information from the other party, and depositions will only be permitted when deemed essential by the arbitrator.

After an opportunity to present evidence by both parties, an award will be rendered by the arbitrator. The award is final and binding on both parties. The award will include a ruling on the existence of any claimed or alleged Defects or Load Bearing Deficiencies as well as any other disputed matters or issues related to this Limited Home Warranty.

Step 5: Arbitration Performance Obligations. We will comply with the arbitrator's award no later than 60 days from the date of the award. However, delays caused by circumstances beyond our control shall be excused.

EXHIBIT B**Standard Exceptions**

1. The lien of real estate, ad valorem and non-ad valorem taxes and/or assessments, including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds), for this and subsequent years not yet due and payable [or “**due and payable, but not yet delinquent**”].
2. All laws and restrictions, covenants, conditions, limitations, reservations, agreements, or easements affecting the Property and recorded in the public records for the county in which the Property is located, if any; but this provision shall not operate to re-impose the same;
3. All community development, recreation, water control, water conservation, watershed improvement or special taxing districts affecting the Property including, without limitation, the obligation to pay maintenance assessments, capital assessments and/or taxes in connection therewith, if any.
4. All Applicable zoning, land use, and subdivision ordinances, building codes, bulkhead laws, ordinances, regulations, and rights or interests vested in the United States of America or the State of North Carolina.
5. Validly existing rights of adjoining owners in any walls and fences situated on a common boundary, if any.
6. All provisions of the following documents which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions: (i) Declaration(s) governing the community at large in which the home is located (collectively, the “Declaration”); and (ii) Declaration(s) governing any subdivision of which the Property is a part (collectively, the “Master Declaration”), all as amended and modified from time to time.
7. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and shall run with the land, including, without limitation, the Mediation and Arbitration provisions contained in Exhibit A.
8. All utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property
9. All matters that would be disclosed by an accurate survey or inspection of the Property.
10. All standard, general printed exceptions contained in the owner’s title insurance commitment issued for the Property, if any.