Denton County Juli Luke County Clerk

Instrument Number: 81000

ERecordings-RP

DEED

Recorded On: July 23, 2025 09:12 AM Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$49.00

******* THIS PAGE IS PART OF THE INSTRUMENT ********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information: Record and Return To:

Document Number: 81000

0 Simplifile

Receipt Number: 20250723000094

Recorded Date/Time: July 23, 2025 09:12 AM

User: Debbie D Station: Station 22



STATE OF TEXAS COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke County Clerk Denton County, TX NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY DENTON COUNTY, TEXAS

TCL LAND BK 4 (2022), LP, a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by REATTA RIDGE OWNERS ASSOCIATION, INC., a Texas nonprofit corporation ("Grantee"), whose mailing address is c/o Reatta Ridge Owners Association, PO Box 1147, Justin, Texas 76247, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described real property, together with all improvements thereon, if any (the "Property"), towit:

Lot 24X, Block F; Lot 1X, Block K; Lot 1X, Block T; and Lot 1X, Block W, Final Plat Reatta Ridge Addition Phase 3 and 5, a subdivision in the City of Justin, Denton County, Texas, according to the plat recorded under Document No. 2023-264, in the Official Public Records of Denton County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on such disclaimer of warranties, Grantee, by acceptance of this <u>Deed Without Warranty</u>, hereby acknowledges and agrees: (i) that this conveyance is made by Grantor and accepted by Grantee subject to any restrictions and easements affecting the Property; (ii) that this conveyance is made by Grantor and accepted by Grantee subject to all liens securing the payment of taxes for the current and all subsequent years, as well as to all easements, rights-of-way, prescriptive rights, encroachments, overlapping of improvements, discrepancies, conflicts, leases, reservations, mineral severances, restrictions, covenants, conditions, regulations, riparian rights and other title exceptions or claims of any kind or nature affecting the Property; and (iii) that this conveyance is made by Grantor and accepted by Grantee subject to the easements set forth hereinbelow.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, ("Lennar"), is the Declarant under the <u>Declaration of Covenants, Conditions and Restrictions for Reatta Ridge</u>, recorded under Volume 4857, Page 1605, of the Official Public Records of Denton County, Texas, as amended and supplemented (the "Declaration"), and consents to this conveyance to the Association as evidenced by its execution hereto.

Notwithstanding anything in this instrument or elsewhere to the contrary, Grantor expressly reserves a non-exclusive easement and right-of-way, for Lennar, and Lennar's successors and assigns, over, through, and across the Property and any entry facilities (the "Easement Tract") for the purposes of: (i) enforcing the terms and provisions of the Declaration; (ii) exercising all rights reserved in favor of "Declarant" under the terms and provisions of the Declaration; and (iii) installing, constructing,

operating, expanding, reconstructing, maintaining, repairing and replacing utilities, landscaping, walking trails, roads, drives, water quality improvements, monumentation and signage (including marketing signage) or any other improvements or infrastructure, and access over, across, and upon the Easement Tract. The easement, rights, and privileges reserved herein are non-exclusive, and Grantee shall have the right to convey similar easements to such other persons as Grantee may deem proper to the extent such future easements do not interfere with the easement reserved hereunder. Neither Lennar nor Grantor will have any responsibility, liability or obligation with respect to any property of Grantee or Grantee's members, it being acknowledged and understood by Grantee that the safety and security of any property is the sole responsibility and risk of Grantee. In the event the reservation of the Easement Tract pursuant to this instrument is ineffective or deficient to any extent or in any manner, Grantee, upon and as a condition to the delivery and acceptance of the Property from Grantor hereunder, does hereby agree to hold the Easement Tract or any portion thereof not fully reserved by Grantor pursuant to this instrument, in trust for the sole benefit of Lennar and its successors and assigns, and agrees to exert its best efforts at Lennar's expense, to transfer, assign and allocate the Easement Tract to Lennar to effect the intent of the reservations hereunder. From time to time and at any time, at the request of Lennar at Lennar's expense, Grantee, its successors or assigns, will execute and deliver such instruments and take such other actions as Lennar may request to more effectively reserve and exclude the Easement Tract reserved hereunder.

Lennar, its successors or assigns, may from time to time, and at any time, assign the easements, rights, and privileges reserved hereunder to any party: (i) unilaterally and without the consent or any further approval of any other party; (ii) exclusively or non-exclusively; and (iii) in whole or in part. In the event of any non-exclusive assignment by Grantor, its successors or assigns, Grantor shall continue to enjoy the easements, rights, and privileges reserved hereunder.

Grantor and Lennar acknowledge and agree that upon conveyance, the Property shall constitute Common Area, as defined in the Declaration. As such, Grantee hereby assumes all maintenance and assessment duties associated with the Property.

Grantee hereby assumes the payment of all ad valorem taxes and assessments for the calendar year 2025 and all subsequent years.

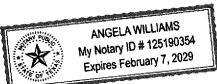
BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONVEYANCE, GRANTOR AND SPECIFICALLY HEREBY DISCLAIMS ANY WARRANTY, REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT OF POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER AND THAT IT IS RELYING SOLELY

ON ITS OWN INVESTIGATION OF THE SAME AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER WAS OBTAINED FROM A VARIETY OF SOURCES, GRANTOR AND LENNAR (1) HAVE NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DO NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THIS CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR AND LENNAR HAVE MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY, ANY OTHER ITEM CONVEYED HEREUNDER OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES, BEING HEREBY EXPRESSLY DISCLAIMED.

[SIGNATURE PAGES FOLLOW]

EXECUTED to be effective as of the 22 day of July 20 25.

<u>GRANTOR</u> :	
TCL LAND BK 4 (2022), LP, a Texas limited partnership By TC LBG P, Inc Guneral Partnership By: By: Printed Name: Tolon D that NASON Title:	High
THE STATE OF THRUE S COUNTY OF DIMED S	
This instrument was acknowledged before me on this	
(SEAL) Notary Public Signature	



ACKNOWLEDGED AND AGREED:

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,

a Texas limited partnership

By:

 $U.S.\ Home\ LLC,\ a\ Delaware\ limited\ liability\ company$

(as successor-in-interest by conversion from U.S. Home Corporation,

a Delaware corporation), its General Partner

By: June: Jennifer I

Printed Name: Jennifer Eller Title: Authorized Agent

THE STATE OF TEXAS

§

§

COUNTY OF TOMIAS

§

This instrument was acknowledged before me this 15 day of July 2025 by Jennifer Eller, Authorized Agent of U.S. Home LLC, a Delaware limited liability company (as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on behalf of said entities.

(SEAL)

Notary Public Signature



ACKNOWLEDGED AND AGREED:

REATTA RIDGE OWNERS ASSOCIATION,

a Texas nonprofit corporation

Printed Name: GARRETT

HOW PRESIDENT

THE STATE OF TEXAS

COUNTY OF TOY YOU'T

This instrument was acknowledged before me this 21st day of 1000 ASSOCIATION AT THE TOTAL RIP REATTA RIDGE

Notary Public Signature

ASSOCIATION, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

(SEAL)

MALISSA KHOTPANYA Notary Public, State of Texas Comm. Expires 12-15-2026 Notary ID 134107143

AFTER RECORDING RETURN TO:

Kristi E. Stotts, Esq. Winstead PC 600 W. 5th Street, Suite 900 Austin, Texas 78701