**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
*BEXAR COUNTY, TEXAS*

**IMAGINE BUILT HOMES, LTD.**, 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 **CARLSON PARK RESIDENTIAL COMMUNITY, INC.**, a Texas non-profit corporation ("**Grantee**"), whose mailing address is c/o PMI Birdy Properties, Attn: Russell Birdy, 18830 Stone Oak Parkway, San Antonio, Texas 78258, 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**"), to-wit:

> Lots 901 and 999, Block 5, NCB 17673, Carlson Park Phase II (P.U.D.), a subdivision located in Bexar County, Texas, according to the map or plat thereof recorded under Document No. 20190222083 in the Official Public Records of Bexar County, Texas, and under Volume 20001, Pages 1544 - 1547, in the Plat Records of Bexar 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 Deed Without Warranty, 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.

Notwithstanding anything in this instrument or elsewhere to the contrary, Grantor expressly reserves unto itself and its successors and assigns a non-exclusive easement and right-of-way, over, through, and across the Property (the "**Easement Tract**") for the purpose of (i) enforcing the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions for Carlson Park, recorded as Document No. 20200084754 in the Official Public Records of Bexar County, Texas, as amended from time to time (the "**Declaration**"), and (ii) installing, constructing, operating, expanding, reconstructing, maintaining, repairing and replacing utilities, landscaping, walking trails, water quality improvements, 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. Grantor will have no 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 Grantor and its successors and assigns, and agrees to exert its best efforts at Grantor's expense, to transfer, assign and allocate the Easement Tract to Grantor to effect the intent of the reservations hereunder. From time to time and at any time, at the request of Grantor at Grantor's expense, Grantee, its successors or assigns, will execute and deliver such instruments and take such other actions as Grantor may request to more effectively reserve and exclude the Easement Tract reserved hereunder.

Grantor, 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 acknowledges and agrees 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.

Grantor reserves the option to re-purchase all or a portion of the Property, together with improvements thereon, if any, and including permanent or temporary easements thereon, within five (5) years from the date hereof for One Hundred and No/100 Dollars ($100.00) (the "**Re-Purchase Option**"). The Re-Purchase Option shall survive any re-purchase of a portion of the Property, including permanent or temporary easements thereon.

Grantee hereby assumes the payment of all ad valorem taxes and assessments for the calendar year 2020 and all subsequent years.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONVEYANCE, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR 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, AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES 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 HAS 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 TO FOLLOW]*

EXECUTED to be effective as of the 23rd day of April, 2020.

**GRANTOR**:

**IMAGINE BUILT HOMES, LTD.,**
a Texas limited partnership

By: B. F. MANAGING PARTNERS, L.L.C.,
a Texas limited liability company,
its General Partner

By: _____
Printed Name: James Bastoni
Title: Manager

THE STATE OF TEXAS §
§
COUNTY OF Bexar §

This instrument was acknowledged before me this 23rd day of April, 2020, by James Bastoni, Manager of B. F. MANAGING PARTNERS, L.L.C., a Texas limited liability company, the General Partner of IMAGINE BUILT HOMES, LTD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

COLLEEN TAYLOR
Notary Public, State of Texas
Comm. Expires 05-24-2024
Notary ID 341838

_____
Notary Public Signature

**ACKNOWLEDGED AND AGREED:**

**CARLSON PARK RESIDENTIAL COMMUNITY, INC.**
a Texas non-profit corporation

By: _____
Printed Name: James Bastoni
Title: ~~Manager~~ President

THE STATE OF TEXAS §
§
COUNTY OF Bexar §

This instrument was acknowledged before me this 30th day of April, 2020, by James Bastoni, President of Carlson Park Residential Community, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

COLLEEN TAYLOR
Notary Public, State of Texas
Comm. Expires 05-24-2024
Notary ID 341838

_____
Notary Public Signature

**AFTER RECORDING RETURN TO:**
Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY**
**LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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|---|---|
| **Document Number:** | 20200086184 |
| **Recorded Date:** | April 27, 2020 |
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| **Total Pages:** | 6 |
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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/27/2020 3:50 PM

Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk