

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
AND RESTRICTIVE COVENANT**
HAYS COUNTY, TEXAS

TAYLOR MORRISON OF TEXAS, INC., a Texas corporation ("**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 **REUNION RANCH HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation ("**Grantee**"), whose mailing address is c/o PMP Management, 13785 Research Boulevard, Suite 125, Austin, Texas 78750, 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 50 and 51, Block A, of Reunion Ranch, Phase Two, Section One, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 18, Page 178, Official Public Records of Hays County, Texas;

Lot 175, Block E; Lot 46, Block F; and Lots 99 and 100, Block G, of Reunion Ranch, Phase Two, Section Two, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 18, Pages 195 through 203, Official Public Records of Hays County, Texas;

Lots 176 and 177, Block E; of Reunion Ranch, Phase Two, Section Four, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Instrument No. 18003054, Official Public Records of Hays County, Texas; and

Lot 59, Block E, of Reunion Ranch, Phase Two, Section Five, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Instrument No. 17006515, Official Public Records of Hays 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 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 and across the Property (the "**Easement Tract**") for the purpose of (i) enforcing the terms and provisions of that certain Reunion Ranch Master Covenant, recorded as Document No. 2012-12035896 in the Official Public Records of Hays County, Texas, as may be amended from time to time (the "**Covenant**"), and (ii) installing, constructing, operating, expanding, reconstructing, maintaining, repairing and replacing utilities, landscaping, walking trails, water quality improvements, or any other improvements or infrastructure (collectively, the "**Utilities**" whether one or more), and access over, across, and upon the Easement Tract for such purposes. The easement (including the right of access) reserved by Declarant pursuant to (ii) above may be assigned exclusively or non-exclusively, in whole or any part, to a third party providing all or any of the Utilities, or a third-party that has the right, obligation, or duty to install, construct, operate, expand, reconstruct, maintain, repair and/or replace any of the Utilities. 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. 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 acknowledges and agrees that upon conveyance the Property shall constitute Common Area, as defined in the Covenant. As such, Grantee hereby assumes all maintenance and assessment duties associated with the Property. 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.

Grantee hereby assumes the payment of all ad valorem taxes and assessments for the calendar year 2021 and all subsequent years.

By acceptance of this Deed, Grantee agrees, for itself, its successors and assigns, that any proposed improvements to be constructed on the Property, SAVE AND EXCEPT Lot 99, Block G, of Reunion Ranch, Phase Two, as more particularly described above, shall not unreasonably interfere with the operation of facilities located on the Property maintained by the Reunion Ranch Water Control and Improvement District (the "**District**"), and shall be subject to the prior written approval of the District. Prior to commencement of any construction of proposed improvements, Grantee shall submit plans and specifications of such improvements for the District's review and approval. All plans and specifications shall be delivered to the District in the care of Willatt & Flickinger, PLLC, 12912 Hill Country Blvd., Ste. F-232, Austin, Texas, 78738, or such other address as may be specified in writing by the District. If the plans and specifications are not approved or denied sixty (60) days after the date they were submitted to the District, the plans and specifications shall be deemed approved; provided, however, that no such improvements, even if deemed approved, may unreasonably interfere with the operation of the District's facilities. This requirement shall constitute a restrictive covenant that runs with the land.

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.

EXECUTED to be effective as of the ___ day of _____, 2021.

GRANTOR:

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2021 by _____, _____ of TAYLOR MORRISON OF TEXAS, INC., a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public Signature

ACKNOWLEDGED AND AGREED:

REUNION RANCH HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2021, by _____ of REUNION RANCH HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

Notary Public Signature

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