

Electronically Recorded

Tarrant County

Official Public Records

11/1/2013 3:15 PM

D213284030

*Mary Louise Garcia*

PGS 3 \$24.00

Mary Louise Garcia

Submitter: SIMPLIFILE

SPECIAL WARRANTY DEED

THE STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT       §

Courtesy Recording  
No Title Liability

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.**

MERITAGE HOMES OF TEXAS JOINT VENTURE HOLDING COMPANY, LLC, a Texas limited liability company (*formerly known as Hulen Park Venture, LLC*) (hereinafter called "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 HULEN STONE CROSSING HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation, whose address is 8360 Lyndon B Johnson Freeway, Suite 300, Dallas, TX 75243-1160 (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee, the following described property (the "Property"), to wit:

Lot 1X, Block AA and Lot 1X, Block EE of STONE MEADOW ADDITION, a subdivision in Tarrant County, Texas according to the map thereof recorded under Cabinet A, Slide 11093-11094 of the Plat Records of Tarrant County, Texas.

This conveyance is made and accepted expressly subject to the reservations of usage rights and minerals by Grantor hereinafter set forth, to all applicable zoning laws, regulations, and ordinances of municipal and/or governmental authorities, and is further made subject to all restrictions, covenants, conditions, agreements, assessments, maintenance charges, leases, easements, and previously conveyed or reserved mineral and royalty interests, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State.

Grantor hereby expressly reserves for itself the entire mineral estate of the Property hereby conveyed now owned by Grantor, if any, including but not limited to all oil, gas, and other minerals in, on, under and that may be produced and saved from such Property and which are now owned by Grantor. Grantor hereby waives its right to enter the surface of such Property for the exploration, development or production of oil, gas, or other minerals from the mineral estate owned and retained by Grantor, it being expressly understood that the only manner in which said mineral estate may be produced is from a surface location not within the boundaries of such Property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto said Grantee, its successors and assigns, forever. And Grantor does hereby bind itself and its successors to WARRANT and FOREVER DEFEND all and singular the said premises unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

**GRANTOR HAS EXECUTED THIS DEED AND GRANTED, SOLD, AND CONVEYED THE PROPERTY, AND GRANTEE HAS ACCEPTED THIS DEED AND THE PROPERTY, "AS IS, WHERE IS", AND WITH ALL FAULTS. GRANTEE EXPRESSLY WAIVES, TO THE**

EXTENT ALLOWED BY LAW, ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW, AND UNDER COMMON LAW OR IN EQUITY, THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO OR CAUSED BY THE PAST, PRESENT OR FUTURE CONDITION OF THE PROPERTY, WHETHER SUCH CLAIMS ARE KNOWN OR UNKNOWN, FIXED OR CONTINGENT. GRANTEE FURTHER HEREBY ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND NOT ANY STATEMENTS, ORAL OR WRITTEN, WHICH MAY HAVE BEEN MADE BY GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS, IN ACCEPTING THIS CONVEYANCE OF THE PROPERTY.

EXECUTED effective as of the 31 day of October 2013.

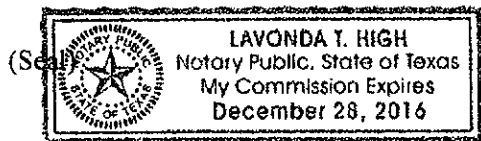
BY: MERITAGE HOMES OF TEXAS JOINT VENTURE HOLDING COMPANY, LLC, a Texas limited liability company (formerly known as Hulen Park Venture, LLC)

BY: MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company

By: [Signature]  
Name: Phillip Thompson  
Title: PRESIDENT

THE STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

This instrument was acknowledged before me on October 31, 2013 by Phillip Thompson, the Director of Land Development of Meritage Homes of Texas, LLC, an Arizona limited liability company, on behalf of said limited liability company.



[Signature]  
Notary Public- State of Texas

AGREED AND ACCEPTED AS OF OCTOBER 31, 2013.

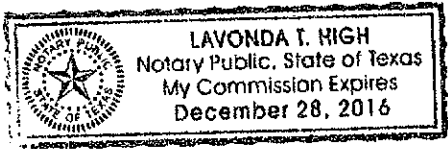
HULEN STONE CROSSING HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: [Signature]  
Name: PHILLIP THOMPSON  
Title: PRESIDENT

THE STATE OF TEXAS     §  
  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on October 31, 2013, by Phillip Thompson, the President of Hulen Stone Crossing Homeowners' Association, Inc., on behalf of such association.

(Seal)



[Signature]  
Notary Public, State of Texas