

**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**

**DEED  
(WITHOUT WARRANTY)**

STATE OF TEXAS           §  
  §                   KNOW ALL BY THESE PRESENTS:  
COUNTY OF COLLIN       §

**Date:**           11-14, 2022

**Grantor:**       LGI HOMES-TEXAS, LLC,  
                          a Texas limited liability company

**Grantor's Mailing Address:**       1450 Lake Robbins Drive, Suite 430  
  The Woodlands, Texas 77380

**Grantee:**       SHADOWBEND HOMEOWNERS ASSOCIATION, INC.,  
                          a Texas nonprofit corporation

**Grantee's Mailing Address:**       8668 John Hickman Pkwy., Ste. 801  
  Frisco, Texas 75034-9386

**Consideration:** Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

**Property (including any improvements):** See Exhibit A attached hereto and incorporated herein for all purposes

**Reservations from and Exceptions to Conveyance and Warranty:** This conveyance is made subject to any and all conditions, covenants, restrictions, easements, exceptions, reservations, conveyances, rights-of-way, and outstanding mineral and royalty interests, if any, of record in the Official Public Records of Real Property of the county in which the Property is located, to the extent the same are valid and subsisting and affect the Property, and any zoning laws and/or ordinances of municipal or other governmental authorities. Further, for Grantor and Grantor's successors and assigns, Grantor hereby reserves and excepts from the conveyance contemplated hereby all rights, title, and interests in all oil, gas and other minerals of any kind whatsoever owned by Grantor in, on and under the Property whether Grantor's rights are presently vested, future, or contingent.

The term "oil, gas and other minerals." as users herein, shall mean oil, gas, casinghead gas, and all other liquid or gaseous hydrocarbons, and any constituent elements or byproducts thereof, and all geothermal sources, helium, uranium, and other fissionable minerals and materials, coal, lignite, iron, silver, gold, vanadium, molybdenum, and other materials and ores, whether or not such minerals are or may be mined or extracted by methods which result in material damage to or destruction of the surface estate and shall include all working and royalty interests and any associated royalties, all easements and rights owned or held by any lessee or mineral owner on, over, or across the Property for the purposes of producing or transporting any of said oil, gas and other minerals thereon and therefrom.

Further, 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 for the purpose of installing, constructing, operating, expanding, reconstructing, maintaining, repairing and replacing utilities, landscaping, trails, water quality improvements, monumentation, signage, marketing, and other improvements or infrastructure, and access over, across, and upon the Property. 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 over the Property pursuant to this instrument is ineffective or deficient to any extent or in any manner, Grantee, upon and as a condition for the delivery and acceptance of the Property from Grantor hereunder does hereby agree to hold the Property 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 allocated the Property 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 over the Property reserved hereunder. Grantor, its successor, 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.

Further, Grantor reserves the option to repurchase all or any portion of the Property, together with improvements thereon, if any, and including permanent or temporary easement thereon, within five (5) years from the date hereof for One Hundred and No/100 Dollars (\$100.00). Such repurchase option shall survive any repurchase of a portion of the Property, including permanent or temporary easements thereon.

Grantee and Grantee's successors and assigns shall forever be restricted to use the Property as common area for its members or for the use authorized on the plat for such Property, and that the Property shall never be used for any other purpose.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, hereby BARGAINS, SELLS, AND CONVEYS unto the Grantee all

of Grantor's right, title and interest in and to the Property, TO HAVE AND TO HOLD it unto Grantee, and Grantee's heirs, successors, and assigns forever, together with all and singular, the rights and appurtenances thereto in anywise belonging, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded from this conveyance.

Grantor and Grantee agree that ad valorem taxes on the Property for the current year and all successive years are hereby assumed by Grantee.

Grantor hereby waives any rights it may have to the surface of the Property pursuant to its reservations herein.

As a material part of the consideration for this Deed Without Warranty, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION, BUT IS RELYING UPON ITS OWN EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS DEED IS MADE AND ACCEPTED WITHOUT RECOURSE ON GRANTOR, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR STATUTORY) BY GRANTOR. GRANTOR IS CONVEYING THE PROPERTY COVERED BY THIS DEED WITHOUT WARRANTY ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT REPRESENTATION OR WARRANTY (ALL OF WHICH GRANTOR DISCLAIMS).

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED AND EFFECTIVE as of the date first set forth above.

**GRANTOR:**

LGI HOMES-TEXAS, LLC,  
a Texas limited liability company

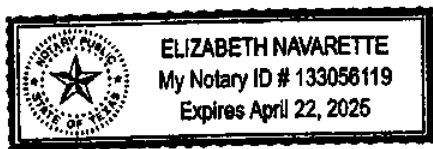
By: [Signature]  
Name: Elaine Torres  
Title: Officer

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared ELAINE TORRES, AUTHORIZED SIGNATORY of LGI HOMES-TEXAS, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office, this 14 day of NOVEMBER, 2022.

[Signature]  
Notary Public, in and for the State of Texas



After recording, please return to:  
Barton Benson Jones PLLC  
Attn.: Buck Benson  
745 E. Mulberry Ave., Ste. 550  
San Antonio, Texas 78212

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Lot 2X, Block F; Lot 2X, Block I; Lot 1X, Block L; Lot 1X, Block M; Lots 1X and 2X, Block N; Lot 1X, Block P; Lot 1X, Block Q; Lots 2X and 3X, Block S; and Lot 1X, Block T, Shadowbend, Phase 2, a subdivision of the City of Anna, Collin County, Texas according to that certain Final Plat of Shadowbend, Phase 2 recorded on October 27, 2022 in Plat Book 2022, Pages 780-781 of the Plat Records of Collin County, Texas

**Collin County  
Honorable Stacey Kemp  
Collin County Clerk**

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**Instrument Number:** 2022000165473

eRecording - Real Property

DEED

Recorded On: November 15, 2022 12:51 PM

Number of Pages: 6

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**" Examined and Charged as Follows: "**

Total Recording: \$42.00

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**\*\*\*\*\* 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:**

Document Number: 2022000165473  
Receipt Number: 20221115000331  
Recorded Date/Time: November 15, 2022 12:51 PM  
User: Dwayne K  
Station: Station 11

**Record and Return To:**

CSC



**STATE OF TEXAS  
COUNTY OF COLLIN**

**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 Public Records of Collin County, Texas.**

Honorable Stacey Kemp  
Collin County Clerk  
Collin County, TX