

Nathan M. Rosen, Esq.
Nathan M. Rosen, P.C.
4949 Westgrove, Suite 300
Dallas, Texas 75248

WTD

SPECIAL WARRANTY DEED

STATE OF TEXAS

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12/07/01 201666557 V466277

\$13.00

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That GEHAN HOMES, LTD, a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor paid by the Grantee named below, the receipt of which is hereby acknowledged, and subject to the Reservations from Conveyance (hereinafter defined) and the Permitted Encumbrances (hereinafter defined) by these presents does GRANT, SELL and CONVEY unto WHITE OAK SPRINGS HOMEOWNER'S ASSOCIATION, INC., a Texas non-profit corporation, whose address is c/oPrincipal Management Group of Houston, 4635 Southwest Freeway, Suite 425, Houston, Texas 77027 ("Grantee") that certain real property in Harris County, Texas, described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements located thereon and all fixtures attached thereto, and any and all appurtenances belonging or appertaining thereto (said real property together with any and all improvements, fixtures and appurtenances as described herein are collectively referred to as the "Property").

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Reserved for Grantor from this conveyance (the "Reservations from Conveyance") are (i) a non-exclusive easement in gross for the development and construction of drainage facilities in, on, along, over, upon, under and across the portion of the Property labeled as Restricted Reserve "A" and Restricted Reserve "E" on Exhibit "A" attached hereto (the "Construction Easement"), and (ii) a perpetual non-exclusive easement for drainage purposes in, on, along, over, upon, under and across the Property (the "Drainage Easement"). The Construction Easement and Drainage Easement are collectively referred to as the "Easements". The Easements are reserved specifically to provide for the development, construction and utilization of drainage facilities for the drainage and flowage of all surface waters collected on, from, and along all real property platted as part of the Cedar Landing Subdivision (the "Dominant Estate Property"), as the same may be from time to time developed and improved. The Construction Easement shall terminate and be of no force or effect whatsoever upon the completion of the contemplated drainage facilities by Grantor. The Drainage Easement is appurtenant to and runs with the Dominant Estate Property and all portions thereof, whether or not the Easement is referenced in any conveyance of the Dominant Estate Property or any portion thereof. As further consideration for this conveyance, Grantee shall perpetually maintain or cause to be maintained the Drainage Easement and the Property, together with all improvements thereon and all fixtures attached thereto.

This conveyance is made subject to all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any conditions that would be revealed by a physical inspection and survey of the Property; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any applicable governmental or quasi-governmental entity, district, agency, or authority (collectively, the "Permitted Encumbrances").

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TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself and its heirs, successors and assigns to WARRANT and FOREVER DEFEND all and singular the said Property unto Grantee, Grantee's 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, subject to the Permitted Encumbrances.

Grantee hereby assumes the payment of all ad valorem taxes and assessments and all special assessments of whatever kind and character affecting the Property and other items conveyed hereunder for the year 2001 and subsequent years, and Grantee agrees to indemnify and hold harmless Grantor from any and all claims and liability for the payment thereof.

As a material part of the consideration for this conveyance, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

EXECUTED this 26th day of November, 2001.

GRANTOR:

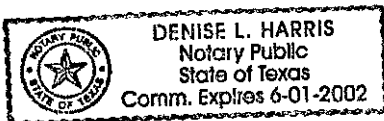
GEHAN HOMES, LTD., a Texas limited partnership

By: **GEHAN HOMES I, INC., a Texas corporation,
General Partner**

By: *Glenn A. Gehan*
Glenn A. Gehan, President

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on November 26, 2001, by Glenn A. Gehan, President of GEHAN HOMES I, INC., a Texas corporation, as General Partner of GEHAN HOMES, LTD., a Texas limited partnership, on behalf of said limited partnership.



Denise L. Harris
Notary Public, State of Texas

gehan\houston\whiteoak\reserves.swd

**FILE FOR RECORD
8:00 AM**

DEC - 7 2001

David B. Kayman
County Clerk, Harris County, Texas

546-65-1924

EXHIBIT "A"

Property

The portion of the property within White Oak Springs Section One, a subdivision of land in Harris County, Texas, according to the map or plat therefore recorded in the Map Records of Harris County, Texas under Film Code No. 427139, which has been designated as the following:

Restricted Reserve "A", a 347,898 Sq.Ft., 7.9866 Acres Greenbelt, restricted to drainage as shown on such plat.

Restricted Reserve "B", a 1,122 Sq.Ft., 0.0258 Acres Greenbelt, restricted to landscaping as shown on such plat.

Restricted Reserve "C", a 18,046 Sq.Ft., 0.4143 Acres Greenbelt, restricted to landscaping as shown on such plat.

Restricted Reserve "D", a 46,126 Sq.Ft., 1.0589 Acres Greenbelt, restricted to landscaping as shown on such plat.

Restricted Reserve "E", a 18,046 Sq.Ft., 0.4143 Acres Greenbelt, restricted to drainage as shown on such plat.

Restricted Reserve "F", a 5,446 Sq.Ft., 0.1250 Acres Greenbelt, restricted to landscaping as shown on such plat.

5-46-55-1925

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.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

DEC - 7 2001



Dorely B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS