

Fall Creek Addition HOA Inc.

Minutes from the 2024

Open Meeting of the Members

Date/Time: February 7th, 2024, at 5:00 P.M. Location: Fall Creek Gazebo -2002 Harvest Run
Call to order at 5:00 P.M.

Attendance:

- Directors:

Soula Vetter, John Tomlinson and Adam Ismail 3 members were present in person
(including 3 directors)

MINUTES

Executive meeting of the board of directors voting to approve legal expense fund.

I. Approved for \$10,000 legal fund to cover legal actions against the President and the HOA. More funds will be authorized upon request.

II. It was announced that the Fall Creek Estates HOA **DOES NOT** own 1604 Ravine Crossing, 2222 Autumn Trail or any of the common area including the ravine and it's trees. A title search was conducted by Fidelity National Title and revealed that Garland Wisner LTD trasfered the common area to Grand Homes. Grand Homes failed to transfer the deeds to the HOA. Although, county records show Garland Wisner LTD is still the current owner. Therefore, the Fall Creek Estates HOA is responsible only for maintaining the ground from the fenceline to the treeline per the DCCR's. We do not maintain or are liable for any maintenance of the trees in those areas.

III. Insurance policies will be reviewed by the board before renewal dates.

IV. Meeting adjourned 6:53 P.M.

11578431



Fidelity National Title Insurance Company

Fidelity National Title Insurance Company
4600 Fuller Drive
Suite 400
Irving, TX 75038
Attn:
Phone: 817-784-4700
Fax:
Email:

Date: 2/3/2024
Invoice No: 11578431
Unit #: 03305.550104
Customer Ref #:

TO: Public Request
Production User

RE: Buyer:

Property: 1604 Ravine Crossing, 2222 Autumn Trail,
Garland, TX Garland, TX
County/Parcel: County/Parcel:

Seller:

Notes: Requested By: MaryKathryn Lightsey - mkl@villagemgmt.com -
214-552-1629
Village Association Management, LLC

Date	Code	Product Description	Liability	Charge Amount
2/3/2024	5533	Deed Chain - Residential	\$0.00	\$175.00
2/3/2024	9805	Sales Tax	\$0.00	\$14.44
Invoice Total:				\$189.44

Remittance Advice - DUE UPON RECEIPT

Please send along with remittance to:

Fidelity National Title Insurance Company
4600 Fuller Drive, Suite 400
Irving, TX 75038

Attn: Bookkeeping Department

Date: 2/3/2024
Invoice No: 11578431
Unit #: 03305.550104
Contact: Public Request
Check # _____

Amount Enclosed _____

Fidelity National Title Group
4600 Fuller Drive, Suite 400
Irving TX 75038
Phone: (817) 784-4700 Fax: (817) 784-4980

DEED CHAIN REPORT

File Number: 11578431

Time Frame covered by this report: 01/01/2003, through 01/25/2024

Property

Address: 1604 Ravine Crossing, Garland, TX 2222 Autumn Trail, Garland, TX

Legal Description: Lots 9, 36 and Block 2 of Fall Creek Estates an Addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in Volume 2001196, Page 89 Map Records, Dallas County, Texas.

This report hereby reports that the Deeds listed below have been filed of record in the office of the County Clerk of Dallas County, Texas, and are affecting title to the property above described during the time frame as set out above but does not include any deeds that relate to only oil, gas and other mineral estates as to subject property.

1. Type of Instrument: Warranty Deed with Vendors Lien
Grantor: Fay Rabb, a widow; Betty Jo Rabb, a Feme Sole; and David Carroll Rabb, not joined herein by my wife
Grantee: William H. Wisner,
Filed: 08/18/1969
Recorded: In Volume 69160, Page 512 of the Real Property Records of Dallas County, Texas.
2. Type of Instrument: Special Warranty Deed
Grantor: William H. Wisner, M.D., individually
Grantee: Garland-Wisner, LTD., a Texas limited partnership
Filed: 01/08/2001
Recorded: In Volume 2001005, Page 4588 of the Real Property Records of Dallas County, Texas.
3. Type of Instrument: General Warranty Deed
Grantor: Garland Wisner, LTD., a Texas limited partnership
Grantee: Grand Homes 2001, L.P., a Texas limited partnership
Filed: 04/18/2003
Recorded: In Volume 2003075, Page 5999 of the Real Property Records of Dallas County, Texas.

Abstracts of Judgment, State Tax Liens and/or Federal Tax Liens which are unsatisfied or not released of record from 10 years prior to the end date listed above:
(Search is limited to: Garland Wisner, LTD)
No Records Found.

This report is issued for the use of and shall inure to the benefit of (herein after "benefited party") and is issued in consideration of \$175.00 paid by the benefited party named above and to whom said sum shall be returned as agreed liquidated

Fidelity National Title Group
4600 Fuller Drive, Suite 400
Irving TX 75038
Phone: (817) 784-4700 Fax: (817) 784-4980

DEED CHAIN REPORT continued

damages in the event of any mistakes herein. By accepting this search, benefited party agrees that the sum and no more shall constitute full measure of damages against the issuing company.

This report does NOT reflect title to any of the oil, gas and other mineral estates affecting subject property, nor any documents creating and/or affecting said estates, nor any rights, privileges and immunities relating thereto.

Fidelity National Title Group
4600 Fuller Drive, Suite 400
Irving TX 75038
Phone: (817) 784-4700 Fax: (817) 784-4980

DEED CHAIN REPORT continued

Limitations of Liability

THIS SEARCH IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

Fidelity National Title Group

WARRANTY DEED - WITH VENDOR'S LIEN

DEED RECORD

THE STATE OF TEXAS,
County of DALLAS.

Know All Men By These Presents:

That We, FAY RAEB, a widow; BETTY JO RAEB, a feme sole; and DAVID CARROLL RAEB, not joined herein by my wife because the hereinafter described property constitutes no part of my residential or business homesteads,

of the County of Dallas, State of Texas, for and in consideration of the sum of

TEN AND NO/100 (\$10.00) ----- DOLLARS and other good and valuable considerations to us paid and accrued to be paid by

WILLIAM H. WISNER, grantee herein, ----- as follows:

The sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations cash, the receipt of which is hereby acknowledged and confessed;

And the further consideration of the execution and delivery by Grantee herein of one first vendor's lien note of even date herewith, for the principal sum of ONE HUNDRED SEVENTY SEVEN THOUSAND TWENTY AND NO/100 (\$116,020.00) DOLLARS, payable to the order of FAY RAEB, BETTY JO RAEB and DAVID CARROLL RAEB, bearing interest at the rate and from the date specified in said note, the principal and interest being payable in the time and manner therein stipulated, and which note is secured, in addition to the hereinafter retained vendor's lien, by a Deed of Trust of even date herewith from the Grantee herein to R. M. DAVIS, Trustee, conveying the hereinafter described property;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said WILLIAM H. WISNER,

of the County of Dallas, State of Texas, all that certain lot, tract or parcel of land lying and being situated in the County of Dallas, State of Texas, being out of the G. ALPHRENT GRISBY, ABSTRACT NO. 36, and the REASON GRANT SOWNEY, ABSTRACT NO. 225, and being part of the J. Davis Rabb tract and being more particularly described as follows:

BEING at the intersection of the Northeast line of said Rabb tract and the Southeast R.O.W. line of Pleasant Valley Road as described in Deed recorded in Vol. 5048, Page 309, Deed Records of Dallas County, Texas;

beginning Southwesterly with the Southeast R.O.W. line of Pleasant Valley Road as follows:

- THENCE South 83 deg. 45 min. West 135.13 feet to an iron stake for the P.O. of a curve to the left, said curve having a radi. of 315.77 feet;
- THENCE Southwesterly with said curve 340.71 feet to an iron stake for the P.O. of said curve;
- THENCE North 47 deg. 05 min. West 5.14 feet to an iron stake for the P.O. of a curve to the right, said curve having a radi. of 100.00 feet;
- THENCE North 15 deg. 58 min. West 210.70 feet to an iron stake for the P.O. of a curve to the right, said curve having a radi. of 100.00 feet;
- THENCE North 15 deg. 05 min. West 10.00 feet to an iron stake for the P.O. of a curve to the right, said curve having a radi. of 100.00 feet;

PAGE

(description continued from reverse side)

corner;

THENCE South 44 deg. 55 min. West 231.27 feet to an iron stake for

corner;

THENCE South 43 deg. 05 min. East 3212.61 feet to an iron stake for corner;
THENCE North 45 deg. 30 min. East with a fence line and the Northwest line of the
J. Madsen tract, 376.31 feet to an iron stake for corner;

THENCE North 44 deg. 43 min. West with a fence line and the Southwest line of the
J. E. Coyle tract and the Randall Cooper tract 1705.20 feet to an iron stake for
corner;

THENCE North 44 deg. 13 min. East with a fence line and the Northwest line of said
Randall Cooper tract 503.26 feet to an iron stake for corner;

THENCE North 43 deg. 55 min. West with a fence line and the Southwest line of the
Pritchett and Jones tract and the W. E. Staples tract, 1278.64 feet to the place of
beginning and containing 45.34 acres of land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights
and appurtenances thereto in any wise belonging unto the said WILLIAM H. WISNER, his

heirs and assigns forever; and we do hereby bind ourselves, our
heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the
said premises unto the said WILLIAM H. WISNER, his

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part
thereof, including, however, from said warranty of title any valid easements and/or
restrictions affecting said property.

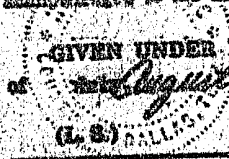
But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above
described property, premises and improvements, until the above described note, and all interest
thereon, are fully paid according to its face and tenor, effect and reading, when this deed shall
become absolute.

EXECUTED at Garland, Texas, this 15th
day of July, A. D. 19 69.

Jay R. Rice
Betty Jo Rice
Dwight Carroll Rice

THE STATE OF TEXAS
County of DALLAS.

BEFORE ME, the undersigned authority, on this day personally appeared
Fay Rabb, a widow, and Betty Jo Rabb, a feme sole,
known to me to be the persons whose names are subscribed to the foregoing instrument, and
acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 14th day
of August, A. D. 1969.
(L. S.)  Notary Public Dallas County, Texas
Alma Hambrook (Alma Hambrook)

THE STATE OF TEXAS
County of

BEFORE ME, the undersigned authority, on this day personally appeared
and
his wife, both known to me to be the persons whose names are subscribed to the foregoing instru-
ment, and acknowledged to me that they each executed the same for the purposes and consideration
therein expressed; and the said _____, wife of the said
_____, having been examined by me privily and apart
from her husband and having the same fully explained to her, she, the said
_____, acknowledged such instrument to be her act and deed, and she declared that
she had willingly signed the same for the purposes and consideration therein expressed, and that she
did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day
of _____ A. D. 19____.
(L. S.) _____ Notary Public _____ County, Texas

THE STATE OF TEXAS
County of

BEFORE ME, the undersigned authority, on this day personally appeared
_____ wife of
known to me to be the person whose name is subscribed to the foregoing instrument, and, having been
examined by me privily and apart from her husband, and having the same fully explained to her,
she, the said _____, acknowledged such instrument to
be her act and deed, and declared that she had willingly signed the same for the purposes and consid-
eration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day
of _____ A. D. 19____.
(L. S.) _____ Notary Public _____ County, Texas

THE STATE OF TEXAS
County of DALLAS.

BEFORE ME, the undersigned authority, on this day personally appeared
David Carroll Rabb,
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he
executed the same for the purposes and consideration therein expressed.

Also before me on this day personally appeared _____, known to me to be the person whose name is
subscribed to the foregoing instrument, and having been examined by me privily and apart from her hus-
band, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and
declared that she had willingly signed the same for the purposes and consideration therein expressed,
and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 10th day
of _____ A. D. 1969.
(L. S.)  Notary Public Dallas County, Texas
George W. J. [Signature] (George W. J. [Name])

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of _____

BEFORE ME, the undersigned authority, on this day personally

appeared _____ known to me to be
the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me

that the same was the act of the said
a corporation, and that he executed the same as the act of such corporation for the purposes and con-
sideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of
_____ A. D. 19_____

(L. S.)

Notary Public,

County, Texas

FILED
JUL 17 1942
COUNTY CLERK
DALLAS COUNTY
1942 AUG 18 AM 9 42

STATE OF TEXAS
COUNTY OF TARRANT
I hereby certify that this instrument was filed in the
this and time stamped herein by me and was duly re-
corded in the volume and page of the public records
of Dallas County, Texas as stamped herein by me.

AUG 18 1942



John E. Kelly
COUNTY CLERK, DALLAS COUNTY, TEXAS

WARRANTY DEED

WITH VENDOR'S WARRANTY

FAY DEED ET AL

TO
WILLIAM H. WISNER

Filed for record this _____ day

of _____ A. D. 19_____

at _____ o'clock _____ M.

By _____ Clerk

_____ Deputy

James and Taylor

ATTORNEYS

P. O. BOX 69

GARLAND, TEXAS 75040

Record to: Dr. William H. Wisner

Address: 2170 N. Shiloh Road

Garland (75040) Texas

THE STATE OF TEXAS
County of _____

I hereby certify that the foregoing instrument, with its certificate of authentication, was filed in
my office for record on the _____ day of _____ A. D. 19_____

o'clock _____ M. and was duly recorded by me on the _____ day of _____
A. D. 19_____ in Vol _____ on page _____ of the Records of Deeds for said County.

County Clerk,

County, Texas

By _____ Deputy

YUL. KAGE

211 CP # 00206085 801

SPECIAL WARRANTY DEED

1248987

Deed 01/08/01 2462472 \$19.00

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM H. WISNER M.D., individually (the "Grantor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid and caused to be paid in the manner hereinafter stated by GARLAND-WISNER, LTD., a Texas limited partnership (the "Grantee") the receipt of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, whose address is 17817 Davenport Road, Suite 210, Dallas, Texas 75252 the property (the "Property") described on Exhibit A, attached hereto and hereby made a part hereof, together with (i) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to the Property and the improvements to the Property, if any, (ii) all rights, titles, powers, privileges, licenses, easements, rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way or sidewalks, open or proposed, in front of, above, over, under, through or adjoining the Property and in and to any strips or gores of real estate adjoining the Property, and (iii) all rights, titles, powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, subject to the matters shown on Exhibit B, attached hereto and made a part hereof, to the extent

(but no further) that same are valid and subsisting as of the date hereof and affect title to the Property (collectively, the "Permitted Encumbrances"), and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, unto 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.

A portion of the consideration paid by Grantee to Grantor for the above described conveyance was derived from the proceeds of that certain Promissory Note (the "Note") dated December 19, 2000, made and executed by Grantee payable to the order of Inwood National Bank ("Mortgagee") in the original principal sum of \$2,450,000 and secured by a Deed of Trust and Security Agreement dated of even date therewith from Grantee to Gary L. Tipton, Trustee for the benefit of Mortgagee. Grantor retains for the benefit of Mortgagee a vendor's lien and superior title (the "Vendor's Lien") against the Property to secure the Note, and Grantor hereby transfers and assigns the Vendor's Lien to Mortgagee, without recourse.

**Remainder of This Page
Left Blank Intentionally**

IN TESTIMONY WHEREOF, this instrument is executed this ___ day of December, 2000.

WILLIAM H. WISNER M.D. <
individually

William H. Wisner

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on December ___, 2000, by William H. Wisner M.D.

[SEAL]



Linda Hester

Notary Public in and for
the State of TEXAS

Printed Name: LINDA HESTER

My commission expires: 9-12-2001

Exhibit A - Property Description
Exhibit B - Permitted Encumbrances

Exhibit A

Property Description

BEING a 30.207 acre tract out of the C. ATTERBURY SURVEY, ABSTRACT NO. 36, City of Garland, Dallas County, Texas and being part of a 45.350 acre tract of land described in deed to William M. Wisner, as recorded in Volume 69160, Page 512, Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a one half inch iron rod found for the northeast corner of said 45.350 acre tract and the northwest corner of a tract of land described in deed to Lazaro Deleon, as recorded in Volume 98190, Page 64, Deed Records of Dallas County, Texas and being in the south right-of-way line of Pleasant Valley Road (a variable width right-of-way);

THENCE South 44 degrees 00 minutes 24 seconds East, a distance of 777.42 feet with the west line of said Lazaro Deleon tract to a one half inch iron rod found for the southwest corner, thereof, said one half inch iron rod also being in the west line of Country Brook South II, an addition to the City of Garland, as recorded in Volume 87010, Page 2546, Deed Records of Dallas County, Texas;

THENCE South 44 degrees 48 minutes 35 seconds East, a distance of 494.87 feet with the west line of said Country Brook South II to a one half inch iron rod found for corner;

THENCE South 44 degrees 15 minutes 01 seconds West, a distance of 495.31 feet with the west line of said Country Brook South II to a one half inch iron rod found for the northeast corner of a tract of land described in deed to the City of Garland, as recorded in Volume 200066, Page 1180, Deed Records of Dallas County, Texas;

THENCE South 42 degrees 08 minutes 08 seconds West, a distance of 393.77 feet leaving the west line of said Country Brook South II, with the north line of said City of Garland tract to a one half inch iron rod found for the northwest corner of said City of Garland tract and being in the east line of Lot 19, Block 4, Northlake Estates, No. 13, as recorded in Volume 85101, Page 2464, Deed Records of Dallas County, Texas;

THENCE North 45 degrees 34 minutes 40 seconds West, a distance of 1515.44 feet with the east line of said Northlake Estates No. 13 and Northlake Estates No. 11, as recorded in Volume 82164, Page 514, Deed Records of Dallas County, Texas to a one half inch iron rod found for the northeast corner of said Northlake Estates No. 11 and in the south right-of-way line of said Pleasant Valley Road;

THENCE North 44 degrees 21 minutes 36 seconds East, a distance of 231.27 feet leaving the east line of said Northlake Estates No. 11 and with the south right-of-way line of Pleasant Valley Road to a one half inch iron rod found for corner;

THENCE South 45 degrees 38 minutes 24 seconds East, a distance of 10.00 feet with the south right-of-way line of Pleasant Valley Road to a one half inch iron rod found for corner;

THENCE North 44 degrees 21 minutes 36 seconds East, a distance of 218.70 feet with the south right-of-way line of Pleasant Valley Road to a one half inch iron rod found for corner;

THENCE South 45 degrees 38 minutes 24 seconds East, a distance of 5.00 feet with the south right-of-way line of Pleasant Valley Road to a one half inch iron rod found for the beginning of a non-tangent curve to the right having a radius of 575.77 feet, a central angle of 38 degrees 50 minutes 15 seconds, a tangent of 202.97, a chord bearing and distance of North 63 degrees 46 minutes 34 seconds East, 382.85 feet;

THENCE with said curve to the right, an arc distance of 390.28 feet with the south right-of-way line of Pleasant Valley Road to a one half inch iron rod found for corner;

THENCE North 83 degrees 14 minutes 36 seconds East, a distance of 135.43 feet with the south right-of-way line of Pleasant Valley Road to the POINT OF BEGINNING and containing 1,315,812 square feet or 30.207 acres of land.

Basis of bearing is taken from GPS observation of Garland GPS Monument No. 15 and Garland GPS Monument No. 20.

Exhibit B

Permitted Encumbrances

1. A 20 foot easement for sanitary sewer and other municipal purposes per Judgement filed 6/28/1972, recorded in Volume 72128, Page 2027, Deed Records of Dallas County, Texas, and as shown on survey of Dan B. Ramsey, R.P.L.S. #4604 of Jones and Boyd, Inc., dated December 20, 2000.

COUNTY CLERK, Dallas County, Texas

Carla B. Bueck



JAN 8 2001

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.
STATE OF TEXAS
COUNTY OF DALLAS
I hereby certify this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named record of Dallas County, Texas as stamped herein by me.

DALLAS COUNTY
COUNTY CLERK
L. B. BUECK

2001 JAN -8 PM 2:48

FILED

88540 500002

1300

GENERAL WARRANTY DEED

2292960

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS, 3842956 \$13.00 Deed
04/21/03

800 4523 | C.T.C. | HH

THAT GARLAND-WISNER, 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 Grantee (hereinafter defined), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto GRAND HOMES 2001, L.P., a Texas limited partnership ("Grantee"), that certain real property situated in Dallas County, Texas, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), subject to the provisions hereinafter set forth; and subject, however, to the instruments affecting the Property recorded of record in the appropriate official records of Dallas County, Texas.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof, and subject to the matters set forth herein.

Ad valorem taxes applicable to the Property for the year 2002 have been prorated by Grantor and Grantee as of the date of this General Warranty Deed. Grantee, by its acceptance of this General Warranty Deed, hereby assumes payment of ad valorem taxes for the year 2002 and subsequent years, and, subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

Grantee, by its acceptance hereof, acknowledges and agrees that Grantee is acquiring the Property on the basis of its own independent inspections, inquiries and/or investigations and not as a result of or in reliance on any warranties or representations of Grantor, in its "AS IS" as a result of or in reliance on any warranties or representations of Grantor, in its "AS IS" condition, with all faults and defects, known or unknown, latent or patent, WITHOUT ANY REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, MERCHANTABILITY, SUITABILITY OR QUALITY, AND IN SOLE RELIANCE ON GRANTEE'S OWN INDEPENDENT INSPECTION, INQUIRY AND/OR INVESTIGATION. GRANTOR MAKES NO (AND HEREBY EXPRESSLY DISCLAIMS ANY) REPRESENTATION OR WARRANTY AS TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, WHETHER ANY ASBESTOS OR ASBESTOS FIBERS ARE CURRENTLY LOCATED THEREON. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS CONDUCTED SUCH ENVIRONMENTAL AND SOIL TESTS WITH RESPECT TO THE PROPERTY AS GRANTEE DEEMS APPROPRIATE AND GRANTEE IS RELYING SOLELY UPON SUCH TESTS IN PROCEEDING WITH ITS ACQUISITION. GRANTEE HEREBY RELEASES GRANTOR FROM ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS OR LIABILITIES, WHETHER DIRECT OR INDIRECT, RELATING TO OR ARISING FROM THE EXISTENCE OF TOXIC OR HAZARDOUS WASTE OR MATERIALS OF ANY KIND ON THE PROPERTY.

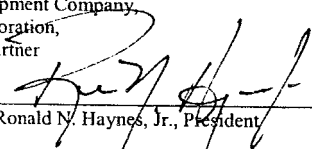
EXECUTED effective as of the 9th day of April 2003.

[SIGNATURE PAGE FOLLOWS THIS PAGE]

GARLAND-WISNER, LTD.
a Texas limited partnership

BY: RNH Development Partners LP,
a Texas limited partnership,
its general partner

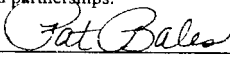
BY: RNH Development Company
a Texas corporation,
its general partner

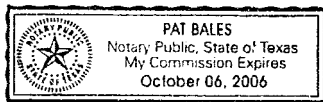
By: 
Ronald N. Haynes, Jr., President

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9th day of April 2003, by Ronald N. Haynes, President of RNH DEVELOPMENT COMPANY, a Texas corporation, General Partner of RNH Development Partners LP, a Texas limited partnership, General Partner of GARLAND-WISNER, LTD., a Texas limited partnership, on behalf of said corporation and limited partnerships.


Notary Public, State of Texas



Grantee's Address:
Grand Homes
8350 N. Central Expwy
Suite 900
Dallas TX 75206

2003 075 06000

D1995A:166676-1
1000.070

EXHIBIT A

Lots 1 and 6 in Block 1, Lots 2 and 48 in Block 2 and Lot 3 in Block 4 of Fall Creek Estates an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in Volume 2001196, Page 89 Map Records, Dallas County, Texas.

20031175 06001

D1995A:166676-1
1000.000

Cynthia Figueroa Calhoun
COUNTY CLERK, Dallas County, Texas



APR 21 2003

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.
COUNTY OF DALLAS
STATE OF TEXAS
I hereby certify this instrument was filed on the date and time
stamped herein by me and was duly recorded in the volume and
page of the named records of Dallas County, Texas as stamped
hereon by me.

2003 APR 18 PM 4: 15
CYNTHIA FIGUEROA CALHOUN
COUNTY CLERK
DALLAS COUNTY

FILED

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