

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HAYS       §

KNOW ALL MEN BY THESE PRESENTS:

That **CREEK ROAD RANCH, INC.**, a Texas corporation ("**Grantor**"), is the "**Declarant**" under that certain Declaration of Protective Covenants for Creek Road Ranch, recorded in Volume 2041, Page 548, Official Records of Hays County, Texas (as amended and supplemented from time to time, the "**Declaration**"); and

WHEREAS, pursuant to Article 4, Section 4.1 of the Declaration, the Declarant thereunder may designate Common Area (as defined in the Declaration) from time to time, and convey same to **CREEK ROAD RANCH HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation ("**Grantee**"), and Grantor has designated the Property (defined below) as Common Area;

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that Grantor, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, does hereby GRANT, DEDICATE and CONVEY to Grantee, as Common Area under the Declaration, subject to all of the reservations, exceptions, and other matters set forth or referred to herein, the following described real property in Hays County, Texas, to wit (all such property, the "**Property**");

Lot 1, CREEK ROAD RANCH SECTION ONE, a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Volume 10, Page 300, Official Public Records of Hays County, Texas;

The following portions of CREEK ROAD RANCH SECTION ONE, a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Volume 10, Page 300, Official Public Records of Hays County, Texas: "Common Area 2.12 AC.", "Common Area 0.26 AC." and "Common Area R= 25'," so that after this conveyance Grantor owns none of the land designated "Common Area" on the plat of Creek Road Ranch Section One; and

The following portions of CREEK ROAD RANCH SECTION TWO, a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Volume 11, Page 321, Official Public Records of Hays County, Texas: "Common Area 1.96 AC.", "CA 0.11 AC.", "Common Area 0.97 AC.", "CA 0.13 AC." and "CA 0.12 AC." so that after this conveyance Grantor owns none of the land designated "CA" or "Common Area" on the plat of Creek Road Ranch Section Two;

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 and assigns, forever; and subject to all of the matters set forth or referred to herein, Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the



Property unto Grantee, and 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.

This conveyance is made by Grantor and accepted by Grantee subject to: (a) all regulations, restrictions, laws, statutes, ordinances, obligations or other matters which affect the Property and which are imposed by or exist by reason of any regulatory, governmental, or quasi-governmental districts, entities, agencies, authorities, or other bodies of any kind or nature ("**Governmental Authorities**"); (b) all riparian rights, water rights, access rights or other rights of any kind or nature which affect the Property and which are held by or relate to any Governmental Authorities, the public generally or any persons or entities; (C) all encroachments or overlapping of improvements, and all rights of adjoining landowners on or to any walls, fences, or other improvements situated on or across any common boundary; (d) all discrepancies, conflicts, or shortages in area or boundary lines; (e) all surface leases, leases of improvements, oil and gas leases, mineral leases, and other leases of any kind or nature, and all rights of parties in possession; (f) all ad valorem tax liens for the current and all subsequent years; and (g) all reservations, mineral severances, restrictions, covenants, conditions, easements, rights of way, prescriptive rights, claims or other matters of any kind or nature which affect the Property.

**GRANTOR HAS EXECUTED AND DELIVERED THIS WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS WARRANTY DEED AND THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL. WITHOUT LIMITING THE FOREGOING, GRANTOR DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ACREAGE, WATER, SOIL OR GEOLOGY OF THE PROPERTY OR ANY SURROUNDING AREAS, (B) THE VALUE OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (D) THE COMPLIANCE OF OR BY PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT LIMITATION ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (E) THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY ASBESTOS, PCB EMISSIONS, HYDROCARBONS, RADON GAS, OR HAZARDOUS OR TOXIC MATERIALS, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THE PROPERTY OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY OR ANY IMPROVEMENTS THEREIN OR THERETO, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION FURNISHED WITH RESPECT TO THE PROPERTY, AND GRANTEE SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, REPORTS, SURVEYS OR OTHER INFORMATION OF ANY KIND OR NATURE PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON.**

Grantee's address: Creek Road Ranch Homeowners Association, Inc.  
c/o 9600 Escarpment Blvd. #745-55  
Austin, Texas 78749

Executed on the 4 day of May, 2020.

**CREEK ROAD RANCH, INC.**, a Texas corporation

By: Whit H. Hanks  
Whit H. Hanks, President

STATE OF TEXAS

COUNTY OF Hays

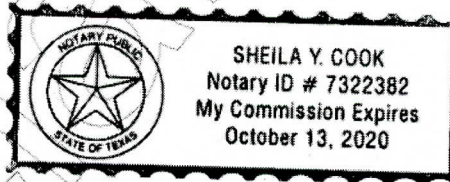
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This instrument was acknowledged before me on the 4 day of May, 2020, by Whit H. Hanks, President of **CREEK ROAD RANCH, INC.**, a Texas corporation, on behalf of said corporation.

Sheila Y. Cook  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Ann Engles Vanderburg  
Hurst Savage & Vanderburg, L.L.P.  
814 W. Tenth Street  
Austin, Texas 78701





**THE STATE OF TEXAS  
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the  
date and the time stamped hereon by me and was duly  
RECORDED in the Records of Hays County, Texas.

20017789 DEED  
05/06/2020 03:24:02 PM Total Fees: \$34.00

Elaine H. Cárdenas, MBA, PhD, County Clerk  
Hays County, Texas

*Elaine H. Cárdenas*

