ELECTRONICALLY RECORDED 2018107470
Williamson County, Texas Total Pages: 9

CONDOMINIUM WARRANTY DEED
[with Third Party Vendor's Lien]

PLATINUM TITLE
GF A18-30894-19

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.

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation now doing business as BROHN HOMES ("Grantor") for the consideration hereinafter stated paid and secured to be paid by:

DENNIS LOY, a Single Man

(whether one or more, "Grantee"), in the manner hereinafter stated has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto Grantee, subject to and upon the covenants, restrictions, limitations, conditions and other matters hereinbelow stated, the following described property located in Williamson County, Texas, to-wit:

Unit 31, EDGEWATER CONDOMINIUMS, a Condominium Project situated in Williamson County, Texas, according to the Declaration of Condominium and Plats and Exhibits attached thereto of record in Document No. 2016008168, of the Official Public Records of Williamson County, Texas, and as amended under Document Nos. 2017036062 and 2018021682, Official Public Records of Williamson County, Texas,

(as amended, the "Declaration"), including: (a) an undivided interest in the General Common Elements; and (b) any Limited Common Elements assigned to the Unit, as described in the Declaration (the "Condominium"), together with all of the rights and privileges granted to condominium owners in the Declaration, to which Declaration reference is here made for a full and complete description of the Condominium and rights. The Condominium and other rights herein described are hereinafter collectively referred to as the "Property").

Except as provided in any express written limited warranty delivered from Grantor to Grantee, and the warranty of title set forth herein, there are no warranties as to the Property or improvements located therein, written or oral, express or implied, including warranties of merchantability, warranties of fitness for a particular use, warranties of good and workmanlike construction or warranties concerning geological or environmental matters and all such warranties are expressly disclaimed by Grantor and waived by Grantee to the fullest extent allowed by law. Grantee hereby acknowledges and accepts the disclaimers set forth in the preceding sentence and waives any and all rights Grantee may have by virtue of the representations and warranties disclaimed. If applicable law does not permit such disclaimer, then any disclaimed warranties are limited in duration to two years and one day from the date of this Deed, unless prohibited by applicable law.

This grant and conveyance is made and accepted subject to:

(1) the provisions of the Texas Uniform Condominium Act, hereinafter called "Act", which Act is incorporated herein and made a part hereof by reference for all purposes;

(2) all restrictions, reservations, easements, covenants, conditions and leases of record affecting the Property, as described on Exhibit "A" attached hereto, including but not limited to the obligations and requirements contained in the Declaration; and

(3) the liens securing the payment of *ad valorem* taxes for the current and all subsequent years.

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 Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property unto Grantee, Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof; so long as the claim is by, through, or under Grantor, but not otherwise, except, however, that this conveyance is made subject to those exceptions and obligations of Grantee hereinbefore stated in this Deed.

The consideration for this conveyance is as follows: A full valuable cash consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged and for the payment of which no lien, express or implied, is retained against the Property, and one certain promissory note of even date herewith in the original principal sum of **Two Hundred Fifty-six Thousand Forty-seven and No/100 Dollars ($256,047.00)** (the "Note") made, executed and delivered by Grantee, payable to the order of **DEEPHAVEN MORTGAGE LLC**. The Note is by reference incorporated herein as fully and completely as if the same were here set forth verbatim. The Vendor's Lien, together with the superior title remaining in Grantor, as vendor, is

retained against the Property in favor of the holder of the Note ("Beneficiary") for the security of and until the full and final payment of the Note, when and whereupon this Deed shall become absolute, and superior title remaining in Grantor is hereby granted and conveyed to Beneficiary, without recourse or warranty of any kind or nature. Payment of the Note is additionally secured by a deed of trust lien on the Property created in that certain deed of trust of even date herewith (the "Deed of Trust") from Grantee to **THOMAS E. BLACK, JR., Trustee**, and in the event of default in the payment of the Note, or in the event of default in the performance of any of the covenants or conditions contained in the Deed of Trust which on the part of the grantor therein are to be kept and performed, then Beneficiary shall have the option to mature the Note and to foreclose the Vendor's Lien herein retained or the Deed of Trust lien which secures the payment of the Note, or both of said lien, either under the power of sale contained in the Deed of Trust or by court proceedings, as Beneficiary may elect.

EXECUTED this the 7 day of December, 2018.

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation now doing business as BROHN HOMES

By: _____
AARON BOENIG, Vice President

Grantee's Mailing Address:

13701 Ronald Reagan Blvd., Unit 31

Cedar Park, Texas 78613

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on this the 5 day of December, 2018, by AARON BOENIG, as Vice President of **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation now doing business as BROHN HOMES, on behalf of said corporation.

NOTARY PUBLIC

Jennifer Stewart

Printed Name of Notary

My commission expires:

2/23/19

JENNIFER STEWART
Notary Public, State of Texas
My Commission Expires
February 23, 2019

EXHIBIT "A"

Permitted Restrictions

1. The following restrictive covenants or record:

(a) Those recorded in Document No. 2015016045 (plat), Document No. 2015009160, Document No. 2016008168, Document No. 2016008169, Document No. 2016010075, Document No. 2016040378, Document No. 2017036062, Document No. 2018021682, Document No. 218032750, Document No. 2018029830, and Document No. 2018070894, Official Public Records of Williamson County, Texas.

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

(b) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

(c) Any and all easements and/or building setback lines as set out on plat recorded in Document No. 2015016045, Official Public Records of Williamson County, Texas.

(d) Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Brushy Creek Water Control and Improvement District No.1
Purpose:	As provided in said instrument
Recording Date:	June 5, 1959
Recording No:	Volume 430, Page 693, Deed Records of Williamson County, Texas, and as affected by Partial Release recorded in Document No. 2015009698, Official Public Records of Williamson County, Texas

(e) Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Upper Brushy Creek Water Control and Improvement District
Purpose:	As provided in said instrument
Recording Date:	February 9, 2015
Recording No:	Document No. 2015009699, Official Public Records of Williamson County, Texas

(f) Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Upper Brushy Creek Water Control and Improvement District
Purpose:	As provided in said instrument
Recording Date:	February 9, 2015
Recording No:	Document No. 2015009700, Official Public Records of Williamson County, Texas

(g) Easement and easement rights as set forth in the Declaration recorded in Document No. 2016008168, Official Public Records of Williamson County, Texas.

(h) Matters contained in that certain document:

Entitled:	Agreement
Recording Date:	October 27, 1971
Recording No:	Volume 541, Page 292, Deed Records of Williamson County, Texas

Which provides for, among other things: boundary.

Reference is hereby made to said document for full particulars.

(i) Easements and matters contained in that certain document

Entitled:	Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Common Area
Dated:	February 5, 2015
Executed by:	Spanish Creek Investments, LP
Recording Date:	February 5, 2015
Recording No:	Document No. 2015009160, Official Public Records of Williamson County, Texas

Reference is hereby made to said document for full particulars.

(j) Easements and matters contained in that certain document

Entitled:	Declaration of Utility Easement
Executed by:	Spanish Creek Development, Inc.
Recording Date:	August 31, 2015
Recording No:	Document No. 2015076720, Official Public Records of Williamson County, Texas

Reference is hereby made to said document for full particulars.

(k) Matters contained in that certain document

Entitled:	Consent to and Ratification of Utility Easement
Dated:	June 28, 2016
Executed By:	The Brohn Group, LLC, a Texas limited liability company
Recording Date:	June 30, 2016
Recording No:	Document No. 2016058582, Official Public Records of Williamson County, Texas.

(l) Working capital and transfer fees as set forth in the Declaration recorded in Document No. 2016008168, Official Public Records of Williamson County, Texas; further affected by instrument recorded in Document No. 2016008169, Official Public Records of Williamson County, Texas; and as amended and/or restated in Document No. 2018029830, Official Public Records of Williamson County, Texas.

(m) Assessments, charges and liens as set forth in the document

Entitled:	Declaration of Condominium Regime
Recording Date:	January 29, 2016
Recording No:	Document No. 2016008168, Official Public Records of Williamson County, Texas; further affected by instrument recorded in Document No. 2016008169, Official Public Records of Williamson County, Texas.

(n) Assessments, charges and liens as set forth in the document

Entitled:	Notice to Purchasers
Recording Date:	April 7, 2016
Recording No:	Document No. 2016030068 and Document No. 2016043360, Official Public Records of Williamson County, Texas, which provides for, among other things,

Brushy Creek WCID #1A (also known as Upper Brushy Creek WCID).

(o) Matters set forth in the document

Entitled:	Upper Brushy Creek WCID Notice to Purchasers
Recording Date:	December 9, 2016
Recording No:	Document No. 2016115717 of the Official Public Records of Williamson County, Texas, which provides for, among other things, Upper Brushy Creek WCID).

(p) Any right, title, interest or claim (valid or invalid) or any character had or asserted by the State of Texas or by any other Government or Governmental Authority or by the public generally (1) in and to portions of the Land which may be within the bed, shore or banks of a perennial stream or lake navigable in fact or in law or within the bed or shores or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide; and (2) in and to portions of the Land which may be between the water's edge and the line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom.

(q) Any titles or rights asserted by anyone including, but not limited to persons, the public, corporations, governments or other entities; (a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or (b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or (c) to filled-in lands, or artificial islands, or (d) to statutory water rights, including riparian rights, or (e) to the area extending from the line of mean low tide to the line of vegetation, or the rights or interests of access to that area or easement along and across that area.

2. The lien for *ad valorem* taxes for the year 2018 and subsequent years.

3. Zoning and applicable laws and regulations.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2018107470

Pages: 9 Fee: $49.00
12/07/2018 09:33 AM

Nancy E. Rister, County Clerk
Williamson County, Texas