

SPECIAL WARRANTY DEED
(Community Properties)

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STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS THAT:

COUNTY OF HARRIS

TREMONT HOMES, INC., a Texas corporation (hereinafter called "Grantor"), for and in consideration of the sum of Ten Dollars and other valuable consideration paid to Grantor by **MEMORIAL PARK VILLAGE II COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation (hereinafter called "Grantee"), the receipt and sufficiency of all of which is hereby acknowledged and confessed, hereby GRANTS, SELLS, CONVEYS, ASSIGNS and DELIVERS to Grantee the real property situated in Harris County, Texas hereafter described (herein called the "Land"), together with (i) any and all appurtenances belonging or appertaining thereto, (ii) any and all improvements of any nature located thereon, and (iii) any and all intangible or incidental rights, privileges and hereditaments relating to the Land (the Land together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (iii) above are herein collectively referred to as the "Property"), the said Land being more particularly described as follows, to wit:

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Reserves "A" and "B", inclusive, in MEMORIAL PARK VILLAGE II, a subdivision in Harris County, Texas according to the map or plat thereof filed under Clerk's File No. Z348029, Official Public Records of Real Property of Harris County, Texas, and recorded under Clerk's Film Code No. 600294, Map Records of Harris County, Texas, and as reflected on Exhibit "A" attached hereto and incorporated by reference herein.

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This conveyance is expressly made subject to all easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, and related liens and easements; all oil and gas leases and all other mineral, royalty and/or timber severances; 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 encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any municipal utility district or similar governmental or quasi-governmental body; general real estate taxes and assessments, including without limitation, all taxes and assessments for the current year and for prior and subsequent years, and subsequent taxes or assessments for current and prior years due to change in land usage, ownership or otherwise, the payment of all of which Grantee assumes, and Grantee agrees to indemnify and hold harmless Grantor from any and all claims and liability for payment thereof; zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property; and all other matters of record affecting the Property or which could be revealed by a survey or inspection of the Property (all of the foregoing hereinafter called the "Permitted Exceptions").

RP 036-01-1620

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 Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Property 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, subject, however, to the Permitted Exceptions and to the other matters set forth herein.

This deed is intended to be a conveyance of the Property, and not a quitclaim or merely a conveyance of Grantor's interest in the Property. NONETHELESS, EXCEPT FOR SPECIAL WARRANTY OF TITLE BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE, AND OTHERWISE NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THIS CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF TITLE (WHETHER COMMON LAW OR STATUTORY, INCLUDING SPECIFICALLY WITHOUT LIMITATION, ANY STATUTORY WARRANTY OF SECTION 5.023 OF THE TEXAS PROPERTY CODE AS NOW OR HEREAFTER AMENDED), AND WITHOUT ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY OR ANY OTHER ITEM CONVEYED HEREUNDER OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES, BEING HEREBY EXPRESSLY DISCLAIMED.

EXECUTED this 28 day of December, 2006.

TREMONT HOMES, INC.,
a Texas corporation
"Declarant"

OK

By: *Th P. Thibodeau*
THOMAS P. THIBODEAU, President

Bonnie R. Taylor
COUNTY CLERK
HARRIS COUNTY, TEXAS

2006 DEC 29 PM 4:23

FILED

1291-16-968 JM

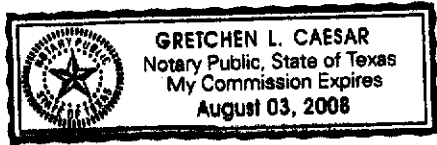
DECLARANT'S ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 28th day of December, 2006, by THOMAS P. THIBODEAU, President of TREMONT HOMES, INC., a Texas corporation, for on behalf of the corporation.



Gretchen L. Caesar
Notary Public, State of Texas
Name: _____
My Commission Expires: _____

GRANTEE'S MAILING ADDRESS:

Memorial Park Village II Community Association, Inc.
c/o Tremont Homes, Inc.
5225 Katy Freeway, Suite 500
Houston, Texas 77007

AFTER RECORDING, PLEASE RETURN TO:

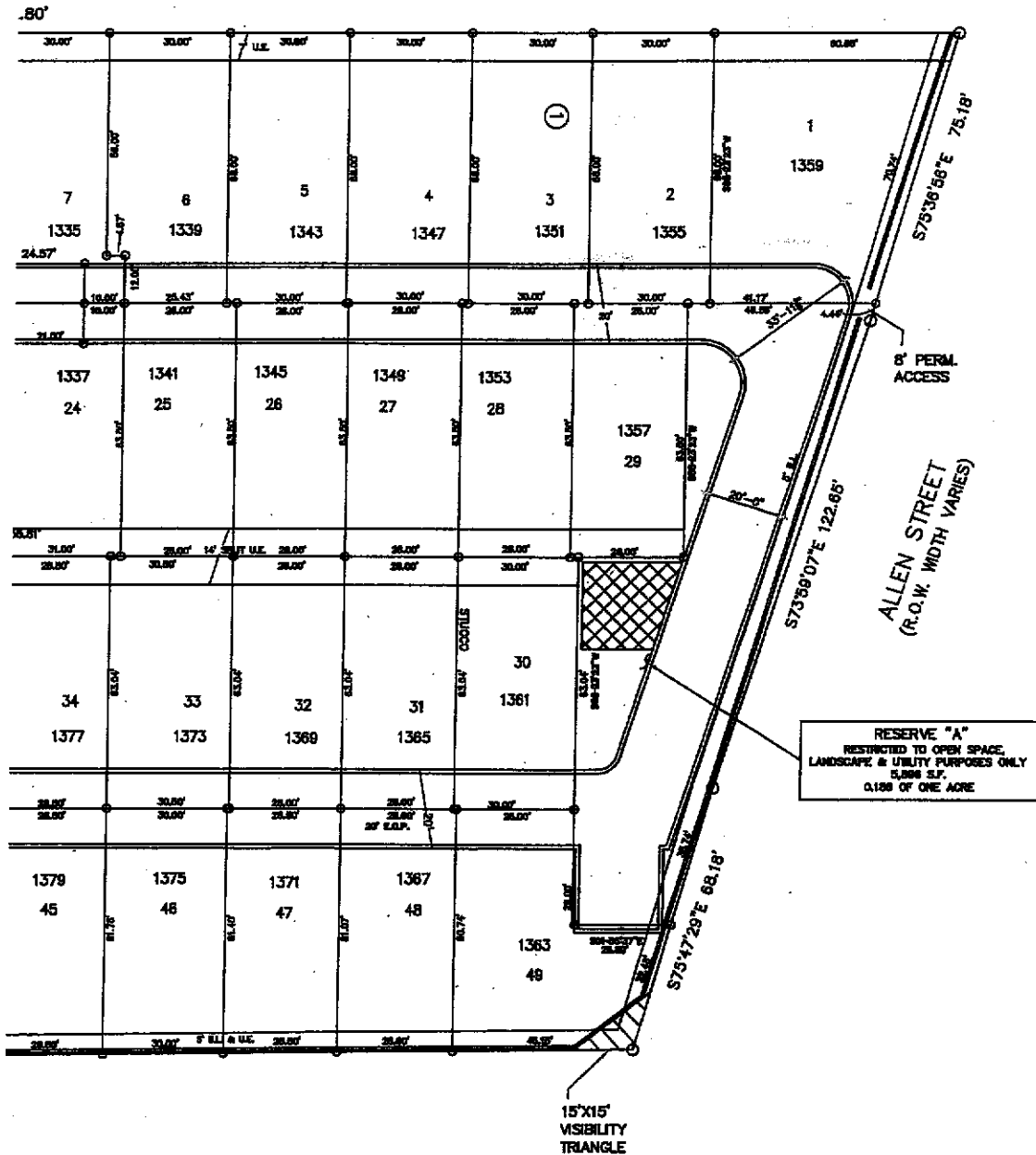
Lou W. Burton
Williams, Birnberg & Andersen, L.L.P.
2000 Bering Drive, Suite 909
Houston, Texas 77057-3746

A handwritten signature or mark, possibly initials, in dark ink.

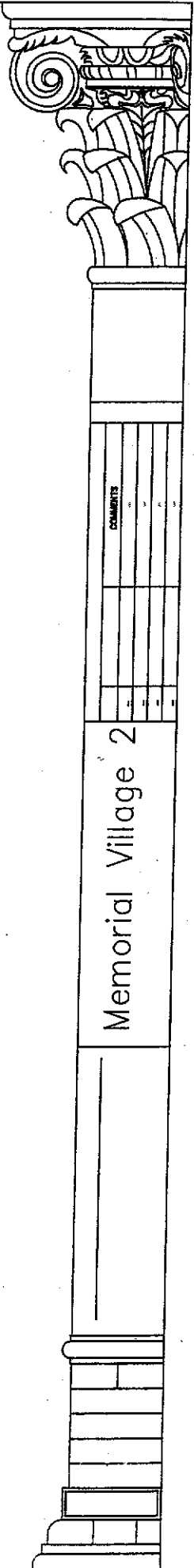
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HP 836-91-1522

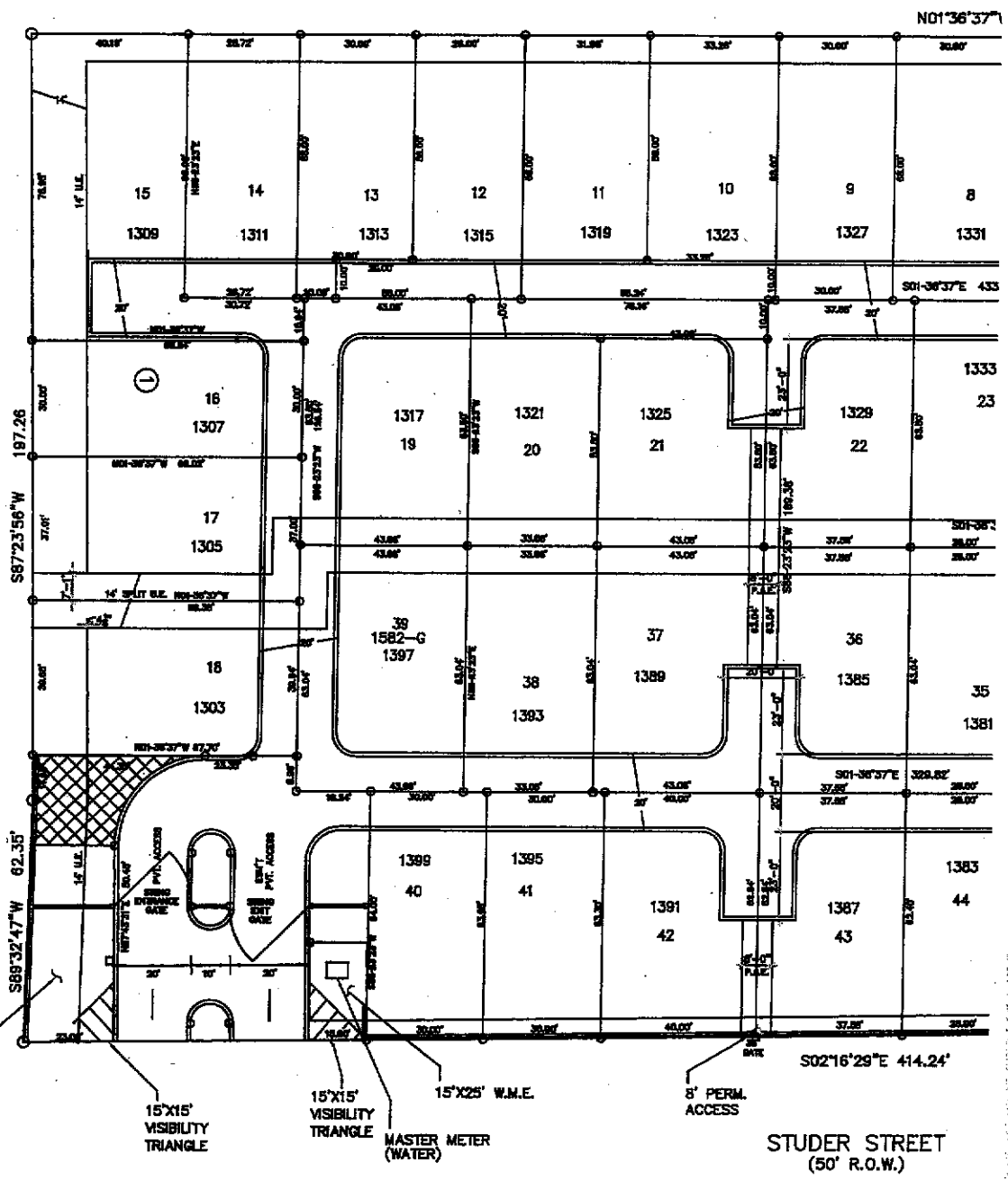
EXHIBIT "A"



OVERALL SITE PLAN



Memorial Village 2



RESERVE "B"
 RESTRICTED TO OPEN SPACE,
 LANDSCAPE & UTILITY PURPOSES ONLY
 1,731 SF.
 0.040 OF ONE ACRE

HP 036-91-1625

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 the number Sequence on the date and at the stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

DEC 29 2006



Caroly B. Hayden

COUNTY CLERK
HARRIS COUNTY, TEXAS