D225162886 09/02/2025 12:05 PM Page: 1 of 5 Fee: \$36.00 Submitter: Henry Oddo Austin & Fletcher PC

Electronically Recorded by Tarrant County Clerk in Official Public Records

Mary Louise Nicholson
COUNTY CLERK

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.

COMMON AREA DEED

STATE OF TEXAS

§ §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TARRANT §

That **LETARA DEVELOPMENT**, **LLC**, a Texas limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by **LETARA HOA, INC.**, a Texas nonprofit corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms, and provisions hereinafter set forth and described, has conveyed and by these presents does hereby convey unto Grantee those certain lots, tracts, or parcels of land situated in Tarrant County, Texas, including all improvements thereon, and more fully described in Exhibit "A" referred hereto as the "*Property*".

By this instrument, Grantor conveys the Property, and all improvements thereon, to Grantee as Common Area, as defined within Article I, Section 1.8 of the Declaration (as later hereinafter described), subject to all recorded dedicatory instruments and documents affecting the Property, including, without limitation, drainage easements, access easements, water easements, and including any rights, reservations, and easements contained in the Declaration of Covenants, Conditions and Restrictions for LeTara, recorded on May 7, 2020, as Instrument No. D220103898 in the Official Public Records of Tarrant County, Texas, including all amendments thereto and supplements thereof (collectively, referred to as the "Declaration").

TO HAVE AND TO HOLD all of Grantor's right, title, and interest in and to the Property and premises, including all improvements thereon, unto the Grantee, and Grantee's successors, and/or assigns forever, so that neither Grantor nor Grantor's successors, and/or assigns shall have, claim, or demand any right or title to the aforesaid Property, premises or appurtenances or any part thereof.

The Property is hereby conveyed to be held by Grantee as "Common Area" in accordance with the Declaration. Grantee accepts the Property and agrees to hold, maintain, and protect the Property as "Common Area" in accordance with the Declaration.

TO HAVE AND TO HOLD the Property, including all improvements thereon, together with all of Grantor's right, title, and interest in and to the above described Property and premises unto the Grantee, and Grantee's successors, and/or assigns, and to bind, warrant and forever defend, all and singular the said premises unto the said Grantee's heirs, administrators, executors, successors, and/or assigns against every person whosoever claims the same or any part thereof, by,

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through or under Grantor, but not otherwise, and subject to any and all encumbrances, conditions and restrictions. This Common Area Deed is not intended to be a quitclaim deed and is intended to be a conveyance of the Property rather than merely a conveyance of Grantor's interest therein.

GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES MAY BE CONDUCTED THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY: (H) COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS: (I) DOCUMENTS DELIVERED BY GRANTOR TO GRANTEE RELATED TO THE PROPERTY OR THE CONDITION THEREOF; OR (J) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE ACKNOWLEDGES THAT NO PERSON ACTING ON BEHALF OF GRANTOR HAS MADE ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY, OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION MADE HEREBY (OTHER THAN THE SPECIAL WARRANTY OF TITLE AS SET OUT HEREIN). GRANTEE HEREBY WAIVES AND RELEASES ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS, EXPENSES AND CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT INFORMATION, IF ANY, PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS, OR COMPLETENESS OF SUCH INFORMATION, AND THAT GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENT, REPRESENTATION, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY CONTRACTOR. AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. GRANTEE FURTHER

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ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

GRANTEE, FOR ITSELF AND ANY ENTITY AFFILIATED WITH GRANTEE, WAIVES AND RELEASES GRANTOR AND GRANTOR'S AFFILIATES FROM AND AGAINST ANY LIABILITY OR CLAIM RELATED TO THE PROPERTY ARISING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND THE TOXIC SUBSTANCE CONTROL ACT, ALL AS AMENDED, OR ANY OTHER CAUSE OF ACTION BASED ON ANY OTHER STATE, LOCAL OR FEDERAL ENVIRONMENTAL LAW, RULE OR REGULATION.

EXECUTED and EFFECTIVE as of the 15 day of August, 2025

GRANTOR:

LETARA DEVELOPMENT, LLC, a Texas limited liablity company

By:

Name: Gary Hazelwood

Title: Managing Member

THE STATE OF TEXAS

§ §

COUNTY OF TARRANT

This instrument was acknowledged before me on this 15 day of 70, 20, by Gary Hazelwood, Managing Member of LeTara Development, LLC, a Texas limited liability company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 15 day of

_, 20<u>25</u>.

CLINT BAKER
Notary Public, State of Texas
Comm. Expires 03-29-2026
Notary ID 131510006

Notary Public, State of Texas

COMMON AREA DEED

Grantee's Mailing Address and Address for Tax Notices: LETARA HOA, INC. c/o Property Management Group 10340 Alta Vista Road Unit C Fort Worth, Texas 76244

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EXHIBIT "A"

Tarrant Central Appraisal District Account	Legal Description	Plat number as recorded in the Plat Records, Tarrant County, Texas
Number		
	LETARA Block 1 Lot 1X OPEN SPACE	Final Plat for Phase Three -
42821426		Instrument No. D221328305
	LETARA Block 12 Lot 1X OPEN SPACE	Final Plat for Phase Two - Instrument
42922630		No. D222209320
	LETARA Block 13 Lot 1X OPEN SPACE	Final Plat for Phase Two - Instrument
42922419		No. D222209320
	LETARA Block 14 Lot 1X OPEN SPACE	Final Plat for Phase Two - Instrument
42922648		No. D222209320
	LETARA Block 15 Lot 1X OPEN SPACE	Final Plat for Phase Two - Instrument
42922745		No. D222209320
	LETARA Block 20 Lot 1X OPEN SPACE	Final Plat for Phase Two - Instrument
42923628		No. D222209320
	LETARA Block 22 Lot 1X OPEN SPACE	Final Plat for Phase Two - Instrument
42923971		No. D222209320
	LETARA Block 4 Lot 1X OPEN SPACE	Final Plat for Phase Three -
42821892		Instrument No. D221328305
	LETARA Block 5 Lot 1X OPEN SPACE	Final Plat for Phase Three -
42821906		Instrument No. D221328305
	LETARA Block 5 Lot 1X OPEN SPACE	Final Plat for Phase Two - Instrument
42922214		No. D222209320
	LETARA Block 5 Lot 2X OPEN SPACE	Final Plat for Phase Three -
42821914		Instrument No. D221328305
	LETARA Block A Lot 1X OPEN SPACE	Final Plat for Phase Three -
42822180		Instrument No. D221328305

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