30647

SPECIAL WARRANTY DEED

THE STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS:

That BILTMORE ASSOCIATES, LTD., a Texas limited partnership ("Grantor"), for and in consideration of \$10.00 and other good and valuable consideration to Grantor from JERRY D. STILES, INC., a Texas corporation, whose address is 2301 Ohio Drive, Suite 106, Plano, Texas 75075 ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, and as a partnership distribution, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain land and premises situated in Collin County, Texas described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all rights, benefits, privileges, easements, hereditaments and appurtenances thereon or in anywise appertaining thereto (such land, rights, benefits, privileges, easements, hereditaments and appurtenances being herein referred to as the "Property").

This conveyance is made and accepted subject to the encumbrances and conditions listed on <u>Exhibit "B"</u> attached hereto and made a part hereof for all purposes to the extent valid and affecting the Property.

TO HAVE AND TO HOLD the Property subject to the encumbrances and conditions listed on <u>Exhibit "B"</u> attached hereto unto Grantee, its 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.

Grantee hereby assumes and agrees to pay all taxes relating to the Property for the year 1986 and subsequent years. In addition, Grantee hereby assumes and agrees to pay (and this conveyance is made in reliance upon such assumption and agreement) any and all taxes affecting the Property and which arise from or relate to any change in use or ownership thereof.

EXECUTED this 15 day of May, 1986, but to be effective as of April 30, 1986.

BILTMORE ASSOCIATES, LTD.

By: Jerry D. Stiles, Inc. General Partner

> By: Jan Siles, Arderry D. Stiles, Its President

THE STATE OF TEXAS S
COUNTY OF COLLIN S

This instrument WAS ACKNOWLEDGED before me on this the /5/day of May, 1986, by JERRY D. STILES, President of JERRY D. STILES, INC., the General Partner of BILTMORE ASSOCIATES, LTD., as the act and deed of said limited partnership.

CHAN PULL

Notary Public, State of Texas
My Commission Expires:

2/10/88

2375 214

EXHIBIT "A"

Lot	Bloc
17	
18	A
21	A
22	Ä
23	Ä
24	Ä
25	Ä
26 .	Ä
10	3
ii	Ď
13	č
10	Ă

All of the foregoing lots being out of the BILTMORE SWIM AND RACQUET, Phase One, an Addition to the City of Plano, Texas, in accordance with the revised map or plat thereof duly filed of record in Volume C, Page 475 of the Map or Plat Records of Collin County, Texas.

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EXHIBIT "B"

1. Declaration of Restrictions, Conditions and Covenants -Biltmore Swim & Racquet Club Phase One, dated July 16, 1982, recorded in Volume 1537 beginning at Page 598 and re-recorded in Volume 1598, beginning at Page 671 of the Deed Records of Collin County, Texas, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions - Biltmore Swim & Racquet Club Phase One, recorded in Volume 1748 beginning at Page 829 of the records of Collin County, Texas, as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions - Biltmore Swim & Racquet Club Phase One, recorded in Volume 1974 beginning at Page 923 of the records of Collin County, Texas.

FILED FOR RECORD TO DAY OF TO A.D. 19 & L. at 10: D3 M.

DULY RECORDED TO A.D. 19 & C. at 10: D3 M.

BY: Then a. DRAMMED DEPUTY. Collin County, Texas