

97206344-28

SPECIAL WARRANTY DEED

012-97-1622

STATE OF TEXAS

COUNTY OF GALVESTON

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KNOW ALL MEN BY THESE PRESENTS:

THAT, GALVESTON HISTORICAL FOUNDATION, INC., a Texas non-profit corporation of Galveston County, Texas, Grantor herein, for and in consideration of (1) the sum of TEN AND NO/100THS DOLLARS (\$10.00) to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged, and (2) the Restoration Covenants herein contained and (3) other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY subject to the terms and conditions listed hereinafter unto DWAYNE LANTRIP and MICHAELLE LANTRIP (hereinafter referred to as "Grantees", whether one or more), all of the following described real property situated in Galveston County, Texas ("Real Property"), together with all improvements thereon, in an AS-IS condition, to-wit:

Lot Fourteen (14), Block Four Hundred Thirty-Eight (438) in the City of Galveston, in Galveston County, Texas;

subject to all the restrictions, covenants and conditions, easements, mineral interests and rights-of-way of record in the Office of the County Clerk of Galveston County, Texas, to all building, zoning and other laws, ordinances and regulations of municipal and/or other governmental authorities, but only to the extent same are still in effect, relating to the subject property, and further subject to all visible and apparent easements and encroachments and all matters which a current survey of the subject property would show;

and it is further and additionally understood and agreed that this conveyance is made and accepted, and the Real Property and Improvements thereon (as defined herein) (collectively, the "Property") are hereby granted and accepted, upon and subject to the covenants, conditions, and restrictions set forth in the following paragraphs, which shall run with the land conveyed and to Grantees and all of their successors and assigns, in the interest of furthering a common plan or scheme of preservation of historic structures and structures situated in historically significant districts, zones and/or areas of Galveston, Texas, for the benefit of the Property and other historic structures, whether or not situated within such an area, zone or district, and Grantor and all of its successors and assigns, as well as Grantor's "Designee" (as hereinafter defined) will have the same right to invoke and enforce these covenants, conditions and restrictions applicable to this conveyance as the original parties hereto, it being also acknowledged that the restrictions and covenants contained herein are crucial to the preservation and conservation of this historic property and of its place in the history of Galveston, Texas, and that Grantor has been incorporated with one of its main purposes and functions being the preservation and restoration of places and structures significant to the history of Texas in general and Galveston in particular:

1. Use: The Property shall be used solely for single family residential living purposes and such purposes as are customarily incident thereto, and shall not be used at any time for business, commercial, educational, church or professional activities; provided, however, Grantees may use the Property for incidental professional use such as the maintenance of a personal or professional library, the keeping of personal business or professional records or accounts, or for the handling of personal business or professional telephone calls or correspondence so long as there is no external evidence thereof (such as signs advertising a business or consultation in person with clients or customers

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at the Property), and no unreasonable inconvenience to Grantees' neighbors.

2. Landscaping: Grantees shall install and maintain in a neat and attractive condition, all landscaping on the Property, including sodding and planting of grass over the front and back yards. Such maintenance shall include periodically replacing when necessary all trees, plants, grass and other vegetation which is lost or destroyed or becomes unsightly.
3. Animals: No animals of any kind shall be raised, bred or kept on the Property except as hereinafter provided. A reasonable number of dogs, cats or other household pets may be kept on the Property, provided that (a) they are not kept, bred or maintained for commercial purposes, (b) they do not make objectionable noises, create any odor, or otherwise constitute a nuisance to owners of any property in proximity to the Property, (c) they are kept within an enclosed yard on the Property or on a leash being held by a person capable of controlling the animal, and (d) they are not in violation of any provision of any applicable code, regulation or ordinance of any governmental entity. Grantees shall be liable in accordance with the laws of the State of Texas to Grantor and all third parties for any damage to person or property caused by any such animal; and it shall be the absolute duty and responsibility of Grantees to clean up after such animals to the extent such animals have used any portion of the Property or any property adjacent thereto.
4. Nuisances: No noxious or offensive activity shall be carried on upon the Property, nor shall anything be stored or done thereon which may be or may become an annoyance or nuisance to others. No repair work, dismantling or assembling of motor vehicles, boats, trailers or any other machinery or equipment shall be permitted on the Property in any area which is visible from any street adjacent to the Property, nor is any such activity permitted in any street, driveway or yard adjacent to a street adjacent to the Property.
5. Garbage and Refuse Disposal: No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept concealed from visibility from all streets adjacent to the Property except for purposes of pick up on officially designated garbage pick up days.
6. Architectural Modifications: Without the prior written consent of Grantor (or Grantor's designee appointed in writing for such purpose filed for record in the real property records of Galveston County, Texas ("Designee")), Grantees shall not:
  - (a) Demolish, damage or destroy or alter any "Improvements" on or about the real property which is the subject of this deed (defined herein as buildings, structural members of buildings, driveways, sidewalks, curbs, fences, porches, shutters, balconies, and exterior lighting now (or hereafter with Grantor's approval) existing on the said Real Property, and all distinctive architectural features of such buildings, members and other such items); or
  - (b) In any manner alter or change the exterior appearance (including but not limited to paint color) of the Building (defined herein as the main residential structure on the subject Real Property) or any of the other Improvements now or hereafter (with Grantor's approval) on the Real Property; or

(c) Remove, or attach or affix any material to, any of the wooden floors located on the interior of the Building, or remove or disable any windows or any pocket doors or other doors on the interior of the Building, or change the floor plan or room configuration of the interior of the Building.

7.

Architectural Standards and Approval: Grantees further affirmatively covenant to perform the following additional undertakings:

- (a) To perform the Restoration Covenants described herein, and maintain the Building and every other Improvement, including structural members, as improved by the Restoration Covenants in a good state of repair, excepting only reasonable wear and tear. The term "good state of repair" includes, but is not limited to, considerations of historical accuracy, structural soundness, safety, and freedom from public or private nuisance. Determinations by the Grantor or Grantor's Designee as to what constitutes a good state of repair shall be in Grantor's or Grantor's Designee's discretion and shall be final.
- (b) To obtain the written consent of Grantor before painting any surface of the Improvements or replacing, rehabilitating, altering or in any manner modifying the exterior appearance or condition of the Building or any other Improvement. Any replacement, change, rehabilitation or modification to the exterior appearance or conditions of any Improvement must be built or made according to plans and specifications submitted to and approved by Grantor in writing in advance of the commencement of any such replacement, change, rehabilitation or modification.
- (c) To submit to the Grantor for its prior approval plans and specifications for any construction of new Improvements, including but not limited to fences, garages, car ports, walkways, slabs or concrete pads, exterior lighting, shutters, porches, balconies, and outbuildings. A "New Improvement" shall be any Improvement not affixed to or situated on the Property as of the date of this Deed. All New Improvements shall be attractive and of a design, style and finish that will complement the existing Improvements on the Property. All construction of New Improvements shall conform to Grantor-approved plans and specifications. Refusal to approve plans and specifications by Grantor may be based upon choice of materials, unattractive exterior, non-conforming architectural style, or any other ground, including purely aesthetic grounds. The determination of the Grantor shall be final.
- (d) Every exterior surface of any Improvements, including, but not limited to exterior walls, windows, doors, roofs and painted surfaces thereof ("the Facade") and all other portions of land within the Property, including, but not limited to sidewalks, driveways, curbs, fences, exterior lighting, landscaping, and plantings (the "Grounds") shall be maintained in an attractive condition. The term "attractive condition" includes, but is not limited to considerations of historical accuracy, texture, choice of materials, cleanliness and other purely aesthetic considerations. Determinations by the Grantor of what constitutes attractive condition shall be final.

8. Restoration Covenants:

As a part of this conveyance and in consideration for thereof, Grantees agree to restore the Improvements on the Property, which restoration shall consist of completion of the items described in Exhibit "A" attached hereto ("Restoration Work") in accordance with this section. The commencement of such restoration work shall commence within three (3) months from the date hereof and shall be completed on or before eighteen (18) months from the date hereof, and Grantees shall further, within such time obtain (and provide Grantor with a certified copy of) a Certificate of Occupancy of the Improvements from the City of Galveston. All Restoration Work shall (a) be at Grantee's sole cost and expense; (b) be done in a good and workmanlike manner using new materials or with salvaged materials approved by Grantor, and shall be in accordance with the City of Galveston building codes and the guidelines of the published Design Guidelines of Galveston, Texas as from time to time amended; (c) be done by such contractors as are reasonably acceptable to Grantor; (d) be done in accordance with such plans and specifications as are approved by Grantor in advance of the commencement of such work; (e) not result in any liens or claims to be filed or asserted against the Property or any portion thereof; (f) have had all necessary licenses and permits issued in connection therewith; and (g) be completed in a manner otherwise satisfactory to Grantor. These covenants shall survive this Deed and delivery of the Property to Grantees, and shall be enforceable by specific performance, damages, injunction and all other remedies at law or in equity. The provisions of this Section 8 are in addition to and not in substitution of the obligations of Grantees under other provisions of this Deed.

9. Remedies: (a) Grantor, its successors and assigns, shall have the right to seek and obtain in any court of competent jurisdiction a restraining order or a temporary or permanent injunction to restrain a violation of any of the restrictions or covenants contained herein. In no event shall any failure by Grantor to seek injunctive relief with regard to any one or more violations of such covenants or restrictions constitute a waiver of Grantor's right to enjoin any other or further violation.

(b) Grantor further reserves the right to enforce any restrictions and covenants contained in this Deed by any other appropriate action at its option. Grantees shall be responsible for and shall pay Grantor upon demand all costs and expenses, including attorney's fees, of the enforcement by Grantor of any of Grantees' obligations or any condition or restriction or covenant under this Deed.

(c) Grantor shall further have the right, in addition to all other rights or remedies hereunder or at law or in equity which are available to Grantor in the event of a violation of any of the restrictions or covenants contained herein, to exercise one or more of the following remedies upon or at any time after the occurrence of any such violation:

(i) The right to enter the Property at reasonable times, with five (5) days written notice being considered reasonable notice of intent to enter, to inspect property to determine whether restrictions and covenants contained herein are being carried out.

(ii) The right, subject to the notice and cure periods set forth herein, to enter the Property and complete or remedy the undertaking of the Grantees which has been breached or the covenant or restrictions which has been violated. If Grantees violate or fail to fully perform any covenant set forth herein which would result in an endangerment to or serious compromising of the structural

integrity of any Improvement, Grantees shall, within five (5) days of the date of written notice from Grantor, complete temporary cure of same, and shall, within thirty (30) days of the date of the aforesaid written notice from Grantor, commence permanent cure of same, and shall thereafter diligently pursue, and shall within a reasonable time, complete the permanent cure of same. If Grantees violate any restriction or condition or fails to fully perform any covenant set forth herein which would not result in any endangerment or compromise referred to in the immediately preceding sentence, Grantees shall, within ninety (90) days of the date of written notice from Grantor, commence cure of same, and shall thereafter diligently pursue such cure and complete same within a reasonable time. The Grantees, by acceptance of this conveyance, do grant to the Grantor a lien on and against the Property to secure the payment of all costs incurred by the Grantor in the performance or completion and/or performance of the covenant, condition or restriction breached. Such lien shall be subordinate to a first lien securing a loan given to finance the purchase of the Property.

(d) Grantor's pursuit of any one remedy set forth herein, or any other remedy at law or in equity, shall not operate as or constitute a waiver of any other remedy or exclusive election of the particular remedy or remedies pursued. The extinguishment or invalidity of any remedy set forth herein shall in no way affect or diminish any other remedy provided herein or available at law or in equity. The obligations of Grantees hereunder shall be joint and several as to each Grantee hereunder.

10. Severability: If any term or provision of these restrictions or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of the restrictions or applications of such restrictions to any person or circumstances other than those which are held to be invalid or unenforceable shall not be affected thereby and each and every term and condition of these restrictions shall be binding and enforceable to the fullest extent permitted by law.

11. Further Subdivision: The Property shall only be held devised or conveyed as a unit, without further subdivision thereof.

12. Assignability of Enforcement: Grantees agree that Grantor may, upon thirty (30) days prior written notice in the event Grantor shall cease to exist, convey and assign all or part of its rights and responsibilities contained herein to a unit of federal, state, or local government or to a local, state, or national organization authorized by applicable law to oversee the enforcement of these covenants.

13. Covenants Run with Land: These covenants shall be deemed to run with the land as covenants at law and equitable servitudes, and extend to and are binding on Grantees and Grantor, and their respective heirs, administrators, devisees, successors, and their for twenty (20) years from the date of this instrument to renew automatically each twenty (20) years thereafter unless terminated by instrument executed by Grantor recorded in the Official Public Records of Real Property of Galveston County, Texas. The words "Grantees" and "Grantor" shall include all such persons, agencies, entities, and the like. The restrictions, stipulations, and covenants contained herein shall be inserted by Grantees verbatim in any deed or other legal instrument by which they divest themselves of either the fee simple title or any other lesser estate in the Subject Property or any part thereof.

14. Non-Waiver: The failure of Grantor to exercise any right or remedy granted under this instrument with respect to any particular violation of these covenants shall not have the effect of waiving or limiting the exercise of such right or remedy with respect to the identical (or similar) type of violation at any subsequent time or the effect of waiving or limiting the exercise of any other right or remedy.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantees, their heirs, executors, administrators, successors and assigns forever subject to the matters contained or referred to herein; and Grantor hereby binds itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, their heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the undersigned, but not otherwise, subject as aforesaid.

GRANTOR CONVEYS AND GRANTEEES ACCEPT THE SUBJECT PROPERTY "AS IS" AND WITH ALL FAULTS, AND GRANTOR DISCLAIMS ALL EXPRESS WARRANTIES, OTHER THAN THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES, WITH RESPECT TO THE SUBJECT PROPERTY, AND, AS TO FIXTURES THEREON OR IMPROVEMENTS THERETO CONVEYED HEREBY, IF ANY, DISCLAIMS ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE TO THE GREATEST EXTENT PERMITTED BY LAW. GRANTEEES ARE RELYING SOLELY ON THEIR OWN EXPERTISE AND THAT OF GRANTEEES' CONSULTANTS IN PURCHASING THE PROPERTY. GRANTEEES HAVE CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEEES DEEM NECESSARY, AND ARE RELYING UPON SAME. GRANTEEES ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEEES' INSPECTIONS AND INVESTIGATIONS. GRANTEEES FURTHER ACKNOWLEDGE AND AGREE THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR (OTHER THAN DISCLOSURES REQUIRED BY LAW TO BE MADE, WHICH REQUIRED DISCLOSURES ARE NOT TO BE GIVEN ANY WEIGHT, MEANING OR PURPOSE BEYOND THAT EXPRESSLY REQUIRED BY LAW), ANY AGENT OF GRANTOR OR ANY THIRD PARTY, AND THAT GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN. GRANTEEES FURTHER ACKNOWLEDGE AND AGREE THAT THE PROVISIONS WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.

EXECUTED this the 24<sup>th</sup> day of September, 1998.

GALVESTON HISTORICAL FOUNDATION,  
INC., a Texas non-profit corporation

By: Carolyn Clyburn President  
Carolyn Clyburn, President

By: Betty A. Massey  
Betty A. Massey, Executive  
Director

AGREED AND ACCEPTED:

*[Signature]*  
DWAYNE LANTRIP (Grantee)  
*[Signature]*  
MICHAELLE LANTRIP (Grantee)

THE STATE OF TEXAS §  
COUNTY OF GALVESTON §

BEFORE ME, L. Mattingly, on this day personally appeared Carolyn Clyburn, President of Galveston Historical Foundation, Inc., a Texas non-profit corporation, known to me (or proved to me on the oath of \_\_\_\_\_ or through the foregoing instrument, to be the person whose name is subscribed to the same for the purposes and consideration therein expressed and in the capacity therein set out and as the act and deed of said corporation.

Given under my hand and seal of office this the 24th day of September, 1998.

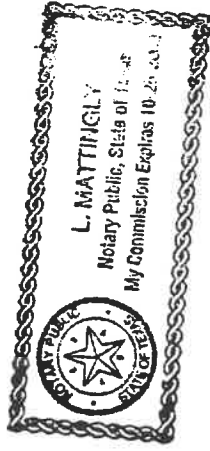


*[Signature]*  
NOTARY PUBLIC in and for  
the State of Texas

THE STATE OF TEXAS §  
COUNTY OF GALVESTON §

BEFORE ME, L. Mattingly, on this day personally appeared Betty Massey, Executive Director of Galveston Historical Foundation, Inc., a Texas non-profit corporation, known to me (or proved to me on the oath of Carolyn Clyburn, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed in the capacity therein set out and as the act and deed of said corporation.

Given under my hand and seal of office this the 24th day of September, 1998.



*[Signature]*  
NOTARY PUBLIC in and for  
the State of Texas