

#2433 **General Warranty Deed**

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THE STATE OF TEXAS }
COUNTY OF LIBERTY }

KNOW ALL MEN BY THESE PRESENTS

THAT L & W CORPORATION, a corporation duly incorporated under the laws of the State of Texas, hereinafter called GRANTOR,
for and in consideration of the sum of \$10.00 and other good and valuable considerations cash in hand paid by _____

CHARLES L. ELLIS and wife, RUTH I. ELLIS

of Harris County, Texas, hereinafter styled GRANTEE, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said GRANTEE, the following described property in Liberty County, Texas, to-wit:

That certain tract of land situated in Liberty County and being a part of a 14.02 acre tract of land in the T. J. Williams Survey, A-404, Liberty County, Texas.

BEGINNING at a point in the South line East 360 feet from the Southwest corner of said 14.02 acre tract for the Southwest and beginning corner of the tract of land herein described;

THENCE North 136.0 feet to a point in the centerline of a graded road for the Northwest corner of this tract;

THENCE East along and with the centerline of said graded road 60 feet to a point in same for the North-east corner of this tract;

THENCE South 136.0 feet to a point in the South line of said 14.02 acre tract for the Southeast corner of this tract;

THENCE West 60 feet along and with the South line of said 14.02 acre tract to the place of beginning. This being a part of a 14.02 acre tract described in a deed from L. E. Wells and John A. Leatherwood to L & W Corporation, dated December 14, 1966 and recorded in Volume 609 page 179 of deed records of Liberty County, Texas. There is reserved 20 feet for a road easement and 10 feet for a utility easement across the North Part of this tract.

This conveyance is made and accepted subject to the following covenants, conditions and restrictions and also subject to any and all other covenants, conditions, restrictions and easements, if any, affecting the use of the above described property, and appearing of record in the office of the County Clerk of said county.

These restrictions shall be binding upon owners of this tract, and all persons holding or claiming any right of possession or other interest therein, each of whom shall be obligated and bound to observe such restrictions and restrictive covenants. Failure to enforce any restrictions contained herein shall not be deemed to be a waiver of the right to enforce any such restriction at any time thereafter, as to the same violation or breach, or as to a violation or breach occurring either prior or subsequent thereto.

This tract is designated as a residential lot and shall be used for residential purposes only.

No dwelling which shall not include at least four hundred (400) square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways, or garages, shall be constructed on any lot or portion of any lot, and such dwelling shall not be located on any utility or road easements established on said land or nearer to any street line than twenty-five (25) feet or nearer to a side line than five (5) feet. No outbuildings shall be constructed prior to completion of the main dwelling unit.

Exterior walls of all buildings and improvements shall be constructed of masonry, wood or asbestos shingles, or new wood siding and all exposed wood surfaces shall be painted immediately upon completion with at least two coats of good quality paint. The main dwelling shall have a hip or gable roof surfaced with tile, gravel or shingles and no corrugated iron or roll roofing or shed type roof shall be permitted. Garages shall be constructed of the same material as the main dwelling, provided that if the garage is detached from the house it may be constructed of wood siding and covered with two coats of good quality paint. The exterior of any building must be completed within 6 months from the time construction begins.

No old or existing house or structure shall be moved in or placed on this tract without written approval of the seller. Mobil homes, campers, and tents for camping purposes shall be permitted on this tract, but not to exceed an accumulated period of sixty (60) days in any one calendar year, except factory built mobil homes of not less than 10 ft. wide and 40 ft. long shall be permitted as permanent dwellings.

No residence or other building of any kind of what is commonly known as "boxed" or "sheet metal" or "tar paper shacks" or truck body or box car or caboose or bus body or damaged mobile home, or temporary structure of any type shall be erected, placed or permitted to remain on this tract.

No cesspool shall ever be dug, used or maintained on this tract or parcel of land. All lavatories, toilets and bath facilities shall be built indoors, be connected with adequate septic tanks with adequate lateral lines for sewage and waste disposal and constructed to comply with all laws, regulation and specifications of State and local health authorities. Sinks shall be provided with grease traps with adequate lateral lines. No lateral or leaching lines from grease traps or septic tanks shall be allowed to drain into road ditches, natural drainage ditches, creeks, branches, or bayous and drainage must be disposed of on the property in such a way as to comply with the health laws and regulations and so as to not create a nuisance. No outside toilets, pits, trenches or other surface toilets shall be permitted under any circumstances.

No bill boards, sign boards or unsightly objects of any kind shall be installed or maintained on this tract, and no junk yard, tourist camps or courts, dance hall, lounges or beer gardens shall be maintained on this tract or parcel of land.

This tract or parcel of land shall not be used for raising hogs, goats or sheep. The occupant of each residence may keep domestic animals including not more than one (1) milk cow and two (2) horses for his own use and pleasure. No commercial dog kennel shall be maintained on this tract.

There is dedicated for electrical utilities an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to all ground easements established for such utilities, such aerial easement being reserved for the purpose of cutting and trimming trees in order that the electric lines may be constructed and maintained.

Bridges constructed over property line ditches shall be of concrete or galvanized pipe and of a size not less than 12 inches or of a greater size, should ditches be of a depth to require same, in order that drainage will not be retarded.

In the event of a violation or attempted violation of the foregoing restrictions, the undersigned corporation shall not be responsible either financially or otherwise, but will use reasonable efforts to adjust such violation.

There is expressly excepted from this conveyance any and all interest in and to any oil, gas, sulfur and other minerals in, on and under the above described property, the same being expressly reserved by GRANTOR herein, or its predecessors in title.

TO HAVE AND TO HOLD the above described property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, his heirs and assigns forever, and GRANTOR does hereby bind itself, its successor and assigns, to warrant and forever defend, all and singular the said property unto the said GRANTEE, his heirs and assigns forever, subject to the matters herein set forth, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes have been paid by GRANTOR through the year 1969 and subsequent taxes are assumed by GRANTEE.

When GRANTEE herein is more than one person this instrument shall read as though pertinent verbs and pronouns were changed to correspond.

EXECUTED on this 8th day of May, 1970, at Houston, Texas.

ATTEST:

L & W CORPORATION

John W. Rathwood
Secretary

BY L. E. Wells, Sr.
President

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day appeared L. E. WELLS, SR. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 1970.

Robert H. Zalmer
NOTARY PUBLIC in and for HARRIS COUNTY, TEXAS



FILED FOR RECORD the 14 day of May, 1970 at 9:00 o'clock A. M.

RECORDED the 14 day of May, 1970 at 11:55 o'clock A. M.

MRS. L. V. HIGHTOWER, COUNTY CLERK

BY Lona Bortain DEPUTY.