

GENERAL WARRANTY DEED

88043

PRAIRIE HILLS

DEED RECORDS
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STATE OF TEXAS
COUNTY OF WALLER

KNOW ALL MEN BY THESE PRESENTS:

THAT CLARENCE N. JAMAIL, as attorney-in-fact for EMILY JAMAIL; EUGENIA JAMAIL SWYDEN and CLARENCE N. JAMAIL, Independent Executors of the Estate of N. D. JAMAIL; CAROL ARCHER ABBOTT, as Substitute Independent Executrix of the Estate of C. B ARCHER, Deceased; EMORY T. CARL, as Independent Executor of the Estate of PAOLITA B. ARCHER, Deceased; and E. E. MANGUM, JR., all of Harris County, Texas, hereinafter styled Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash and other good and valuable considerations to them in hand paid by

MAULTIE R. FULLER and wife, ERMA J. FULLER of Waller County, Texas, hereinafter styled Grantee, (whether one or more) has granted, sold and conveyed and by these presents do hereby grant, sell and convey unto the said Grantee, his heirs and assigns, all that certain property described as follows, to-wit:

Lot s - - - - 127 & 128 - - - - -, in Block - - - 6 - - - of PRAIRIE HILLS, Section Two (2), a subdivision of the G. A. Dennett Survey, Abstract No. 124, in Waller County, Texas, according to the map or plat thereof recorded in Volume 152 at Page 181 of the Deed Records of Waller County, Texas.

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 Grantee, his heirs and assigns forever, and Grantors do hereby bind themselves, their heirs and assigns, to warrant and forever defend all and singular the said property and premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the year 1970, and subsequent years are assured by Grantee. Grantors' warranty is limited to any matters or claims arising prior to April 20, 1969, except Grantors warrant that they have not previously conveyed this property.

This conveyance is made and accepted subject to the easements and rights-of-way as reflected by the map of PRAIRIE HILLS, SECTION TWO (2), and the records in the office of the County Clerk of Waller County, Texas, and is subject to the following conditions, covenants, restrictions, and reservations which shall be in effect until January 1, 1999, and shall be deemed and held to be covenants running with the land and binding upon the Grantee, his heirs and assigns.

1. All sites except those fronting on U.S. Highway 290 and the proposed "Houston to Hempstead Freeway" shall be used for residence purposes only. Said tracts facing U.S. 290 and the Freeway may be used for business sites. However, Grantors reserve the right to approve type of building and type of business, and all front elevations on business property shall be made of either tile, brick, stone, plaster, concrete blocks, or wood - and if made of wood, it must be new wood and painted with two coats of paint. Sides of building if metal or wood must be painted immediately upon completion, the purpose being to maintain a high standard and to eliminate the type of business that may be objectionable to a desirable residential section.

2. Each corner lot shall be deemed to front on the street on which it has the smallest frontage. No part of any building placed on a residential lot shall be nearer to the front line than 30 feet, and no part of any building shall be nearer any side line than 10 feet. On corner lots no part of any building shall be nearer the side line than 10 feet.

3. There shall not be built in said subdivision any residence with less than 440 square feet of floor space. Buildings may be incomplete in the interior. No metal or tin building shall be used for residence purposes. All buildings used for residence purposes shall have either gable or hip roof of shingles, either wood or composition. No ordinary box type house may be used for residential purposes. All buildings, except brick or plaster over hollow tile, shall be painted within 30 days of occupancy with two coats of good paint. Garages may be built of metal, but not of shed roof type. Garage may be attached to residence. Only a single family dwelling or duplex may be constructed on any residential site. Garage apartments are permitted. Tents are not permissible. House trailers are not permissible.

4. No bill boards shall be erected or maintained on said tract. No church may be constructed or maintained on any residential tract. No junk yards shall be maintained on said property.

5. No site shall be used to raise hogs, goats, sheep, rabbits, or other animals for commercial purposes, or as a place for keeping horses, mules, cattle or animals of any kind; provided, that the occupant of each residence may keep domestic animals for his own use and pleasure, but in the case of hogs, not to exceed two. No commercial dog kennel shall be maintained in the subdivision.

6. No cess pool shall ever be dug, used or maintained on such tract. Each and every occupant of a residence shall have six months time in which to install a septic tank for sewage disposal, but lateral lines shall not be run into road ditches and drainage must be disposed of on the property.

7. It is understood and agreed that a five foot (5') easement along the property lines shall be reserved for the purpose of cutting and trimming trees in order that the electric line may be constructed and maintained.

There is also dedicated for utilities an unobstructed aerial easement five feet (5') wide from plane twenty feet (20') above the ground upward located adjacent to all easements shown on the plat of the subdivision.

8. Bridges constructed over property line ditches shall be of concrete pipe and of a size not less than 18 inches, or of a greater size should ditches be of a depth to require same, in order that drainage will not be retarded.

9. Should the parties hereto, or any of them, their heirs or assigns, violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning property in the aforementioned subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

This conveyance is made and accepted subject to the light and power easement to the agency furnishing electrical service to the subdivision.

Grantors expressly except from this conveyance, and reserve unto themselves, their heirs and assigns, a royalty on all oil, gas, and other minerals, except sulphur, equal to one-sixteenth (1/16) of all such oil, gas, and other minerals produced and saved from the premises, and on sulphur, a royalty equal to \$1.00 per long ton for all sulphur produced from the premises, such royalties to be free of any cost or expense of producing, treating, storage, or transporting said products. But it is expressly understood that Grantee, his heirs and assigns, shall have the exclusive right to lease the property, and the joinder of Grantors, their heirs and assigns, shall not be necessary.

When the Grantee herein is more than one person, this instrument shall read as though pertinent verbs and pronouns were changed to corres-

pond, and when the Grantee herein is a corporation, the words "heirs and assigns" shall be construed to read "successors and assigns and legal representatives".

EXECUTED this the 10th day of September, A.D., 1975.

Carol Archer Abbott
CAROL ARCHER ABBOTT, Substitute Independent Executrix of the Estate of C. B. Archer, Deceased.

Eugenia Jamail Swyden
EUGENIA JAMAIL SWYDEN, Independent Executrix of the Estate of N. D. Jamail, Deceased

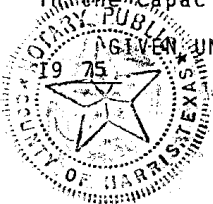
Emory T. Carl
EMORY T. CARL, Independent Executor of the Estate of Paolita B. Archer, Deceased.

Clarence N. Jamail
CLARENCE N. JAMAIL, Independent Executor of the Estate of N. D. Jamail, Deceased, and as Attorney-in-Fact for EMILY JAMAIL

E. E. Mangum, Jr.
E. E. MANGUM, JR.

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared, EUGENIA JAMAIL SWYDEN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.



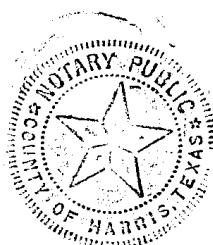
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of October, 19 75.

Leone R. Clontz
Notary Public in and for Harris County, Texas.

LEONE R. CLONTS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977
Bonded by Alexander Lovett, Lawyers Surety Corp.

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared, CAROL ARCHER ABBOTT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of October, 19 75.

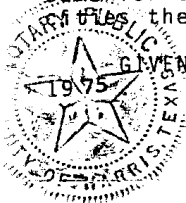
Leone R. Clontz
Notary Public in and for Harris County, Texas.

LEONE R. CLONTS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977
Bonded by Alexander Lovett, Lawyers Surety Corp.

THE STATE OF TEXAS |
COUNTY OF HARRIS |

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BEFORE ME, the undersigned authority, on this day personally appeared, CLARENCE N. JAMAIL, 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 purposes and consideration therein expressed, and in the capacity therein stated.



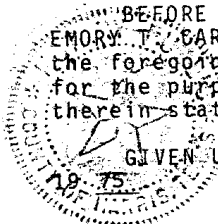
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of October,

Leon R. Clonts
Notary Public in and for Harris County, Texas.

LEONE R. CLONTS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977
Bonded by Alexander Lovett, Lawyers Surety Corp.

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared, EMORY T. CARL, 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 purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of October,

Vera M. Ely
Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared E. E. MANGUM, JR., 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 purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of October,

Leon R. Clonts
Notary Public in and for Harris County, Texas.

LEONE R. CLONTS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977
Bonded by Alexander Lovett, Lawyers Surety Corp.

Filed for Record - Oct. 15 A.D., 1975 at 3:40 o'clock P. M.
Recorded Oct. 27 A.D., 1975 at 9:20 o'clock A. M.
DICK CUNY, County Clerk, Waller County, Texas
By Shirley Klecker Deputy