

**Deed Restrictions**  
For  
**Prairie Acers, Estates & Hills**  
**Subdivisions**

*This contract of sale is made subject to the following conditions, covenants, restrictions, and reservations which shall be in effect until January 1, 2040 and shall be deemed and held to be covenants running with the land and binding upon purchaser, his heirs and assigns, and shall be incorporated in the deed to be executed hereunder.*

1). All sites except those fronting on the dedicated public road adjoining Old Houston Hwy. and T.C.R.R right-of -way may be used for business sites. However, Grantors reserve the right to approve the type of building and the type of business, and all front elevations of the business shall be made of tile, brick, stone, plaster, and concrete blocks. Sides of the buildings if metal or wood must be painted immediately upon completion with two coats of paint, 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 to the sides than 5 feet. On corner lots no part of any building shall be nearer to the side line than 10 feet.

3). There shall not be built in said subdivision any residence with less than 800 square feet of floor space. All buildings must be completed on the outside, but may be incomplete in the interior. No metal or tin building may be used for residence purposes. All buildings used for residence purposes shall have either gable or hip roofs, shingles shall be of tile or composition. No ordinary box type house may be used for residence purposes. All buildings except brick or plaster built over hollow tile, shall be painted before occupancy with two coats of good paint. A garage may be attached to the residence, Only a single family dwelling or duplex may be constructed on any residential site. Garage apartments are permitted. Tents are not permissible. No mobile or trailer homes are permitted in Prairie Hills section #3 and #4, but pre-manufactured homes with 1,200 or more in floor space are permissible in Prairie Acers, Estates #1 and #2.

4). All Pre-Manufactured homes must be anchored to concrete beams. All anchor beams must be placed every twenty (20) feet of the length and width of the said homes. Anchor beams will be poured and cured before the home is placed on the lot, beams should be poured in such a way as to be placed under the home. Anchor beams will be poured 12"x 12" in diameter and at (4) feet in depth below ground level. Six (6) to eight (8) inch anchor bolts will be placed in the center of the 12"x 12" beam at the time of pouring the concrete, bolts will be one (1) inch in diameter or more.

One and a half (1 1/2) to (2) inch steel rings will be placed through the eye of the anchor bolts. Connections from the home to the anchor beams will be made with one half (1/2) inch cable wire or greater. All said homes will be supplied with skirts from the base of the homes to the ground surface.

5). No bill boards shall be erected or maintained on the said tracts. All residential tracts shall be cut, manicured and trash free. All grass and or vegetation on vacant lots must be cut at less four time a year. Junk cars or cars not operating for more than four (4) months will not be allowed on any residential tract or street. No junk yards, no tourist camps, no dance halls and no beer gardens or stores of any type shall be maintained on said tracts. All lot maintenance will be enforced at the owners expense if not kept by the owner. No church may be constructed or maintained on any residential tract.

6). No site shall be used to raise hogs, goats, sheep, rabbits, horses, mules, cattle or any other animals. No dog or cat kennels or kennels of any kind can be maintained on said residential tracts. Occupants may keep dogs and cats for their pleasure, but not to exceed two each.

7). No cess pool shall ever be dug, used or maintained on these tracts. Each and every house and or buildings shall be connected to the city's sewer system before occupancy. Septic tanks in use before the writing of these restrictions can't have lateral lines that run into road ditches or onto other properties.

8). It is understood and agreed that a five foot (5') easement along the rear of property lines shall be reserved for the purpose of cutting and trimming trees in order that the electric lines may be constructed and maintained. This easement measures five (5) feet inward from property line and twenty (20) feet upward.

9). Bridges constructed over property line ditches shall be of concrete pipe and of a size not less than eighteen (18) inches of inside diameter or a greater size if ditches requires it, so that drainage will not be retarded.

10). 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 person or persons owning property in the aforementioned subdivisions to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, either to prevent him or them from doing so, can recover damages and other dues for such violation.

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

Grantors expressly except from this conveyance, and reserve unto themselves, their heirs and assigns, a royalty on all oil, gas and all other such minerals, equal to one-sixteenth (1/16) of all such oil, gas and other minerals produced and saved from the premises, except sulphur. On sulphur the royalty shall equal to one (\$1.00) dollar per long ton for all sulphur produced from the premises. All royalties will be free of any cost of producing, treating, storage and transporting of said products. Grantee, his heirs and assigns, shall have exclusive right to lease the property, and the joiner of Grantors, 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 correspond, and when the Grantee herein is a corporation, the words "Heirs and Assigns" shall be construed to read "successors and assigns and legal representatives".

We the residents, members of the Prairie Acers, Estates and Hill Civic Association will enforce all restrictions in order to maintain a high standard of living within our residential areas. It is understood and agreed that, should a violation, or attempted violation, of any of the foregoing covenants and restrictions by any Purchaser in said subdivision, the seller is nowise responsible, either financially or otherwise.

The Civic Association's chief executive officer shall sign and file these restrictions.

On this 24 day of March 1999. Ernest H. McIntosh  
Ernest H. McIntosh  
President

SIGNED AND SEALED BEFORE ME, A NOTARY PUBLIC OF THE STATE OF Texas  
COUNTY OF Waller ON THIS 24 DAY OF March 1999



Denise Riley  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

Filed for Record Mar. 24 A.D., 1999 at 3:00 o'clock P. M.

RECORDED Apr. 6 A.D., 1999 at 10:40 o'clock A. M.

CHERYL PETERS, County Clerk, Waller County, Texas

By Stephanie Somorins Deputy