

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SUPERIOR HOMES DEVELOPMENT CORPORATION is the owner of a tract of land which has been subdivided and known as ADAMS OAKS, SECTION THREE, as reflected in an unrecorded plat consisting of six blocks and 103 lots prepared by R. H. Buchanan professional engineer #20084 and more particularly described by metes and bounds as follows to wit:

All that certain tract or parcel of land being 37.942 acres of land in the N. S. SCHMITZ SURVEY, ABSTRACT 699, Montgomery County, Texas, and being the same tract of land described as 40.6 acres partitioned to John L. Browne and Charles W. Browne, in Partition Decree styled Brown vs. Browne, in Cause Number 19, 198 of the District Court of Montgomery County, Texas, certified copy of which is recorded in Volume 278, Page 134, and in Partition Deed between John L. Browne, et al, dated January 22, 1948, recorded in Volume 275, Page 396, all in the Deed Records of Montgomery County, Texas, said 37.942 acre tract of land being described by metes and bounds as follows, to-wit:

BEGINNING at the Northeast Corner of the N. S. Schmitz Survey, same being the Northwest Corner of the Richard Williams Survey, and being on the South Boundary of the J. M. Everett Survey;

THENCE South 87 degrees 29 minutes West 339.96 feet to the Southwest Corner of the A. M. Carson tract, an 18 inch Pine marked with old X bears South 22 degrees East 3.0 feet;

THENCE North 89 degrees 32 minutes West 959.5 feet to a 2 inch iron pipe for corner on the North Boundary of the N. S. Schmitz Survey from which a 20 inch Black Gum bears South 24 degrees East 11.6 feet and a 14 inch Pin Oak marked X bears South 46 degrees East 15 feet, both marked with old X;

THENCE South 00 degrees 49 minutes East 1297.5 feet along the upper East Line of Timberlane Acres Subdivision, Section 7, to an iron stake for corner from which an 18 inch Red Oak bears North 13 degrees 45 minutes East 18.7 feet, a 12 inch Post Oak bears North 53 degrees East 20.2 feet, and an 18 inch Post Oak bears North 81 degrees East 16 feet, all marked with old X;

THENCE North 89 degrees 18 minutes East 1270.2 feet along the lower North Line of Timberlane Acres to a $\frac{1}{2}$ inch iron pipe for the lower Northeast Corner of same, a 24 inch Post Oak bears South 33 degrees East 33.3 feet, and a 24 inch Sweet Gum bears North 12 degrees East 19.4 feet, both marked with old X;

THENCE North 00 degrees 28 minutes East 1289.0 feet along the East Line of the Schmitz Survey to the place of BEGINNING, and containing 37.942 acres of land.

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, SUPERIOR HOMES DEVELOPMENT CORPORATION, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on SUPERIOR HOMES DEVELOPMENT CORPORATION and all parties and persons claiming under it until December 1, 1992, at which time said

covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

IF SUPERIOR HOMES DEVELOPMENT CORPORATION, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- (a) All lots shall be used for residential purposes only.
- (b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee designated by SUPERIOR HOMES DEVELOPMENT CORPORATION, or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall be vested in a neighborhood committee appointed or elected by the then record owners of a majority of the lots in this subdivision, which shall thereafter exercise the same powers previously exercised by said committee.
- (c) No building shall be placed or maintained on any lot nearer than twenty five feet (25) from the street. No residences shall be maintained nearer to an interior lot line than five (5) feet.
- (d) No lot dimensions may be changed without written approval of the committee designated by SUPERIOR HOMES DEVELOPMENT CORPORATION.
- (e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.
- (f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,000 square feet of floor area exclusive of porches and garages.
- (g) The exterior walls of all residences shall be at least fifty-one percent (51%) brick, brick-veneer, concrete or other masonry type construction.
- (h) No fence, wall hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot, except with the express written permission of the Architectural Control Committee. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.

- (i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.
- (j) The raising or keeping of hogs, poultry, fowls, or of other livestock, on any part of the subdivision is strictly prohibited.
- (k) No individual water well shall be permitted.
- (l) No spiritous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.
- (m) No sign of any kind shall be displayed on any residential lot to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or SUPERIOR HOMES DEVELOPMENT CORPORATION to advertise the property during the construction and sales period.
- (n) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (o) No trailers may be parked in front of the front building lines of any lot.
- (p) Easements affecting all lots in this subdivision are reserved, as shown on the official plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat. There is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five(5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.
- (q) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.
- (r) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the Architectural Control Committee.
- (s) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the metes and bounds description set out herein.
- (t) Any violation of any of the covenants, agreements, reservations, easements, and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that easements, agreements, restrictions, reservations, or covenants may be violated.
- (u) No septic system is to be installed within one hundred and fifty (150) feet of any central water well.

EXECUTED THIS 6th day of July, 19 72.

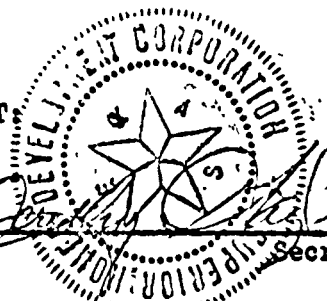
SUPERIOR HOMES DEVELOPMENT CORPORATION

BY: *Lon R. Hall*
President

ATTEST

BY: *[Signature]*

Secretary



CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

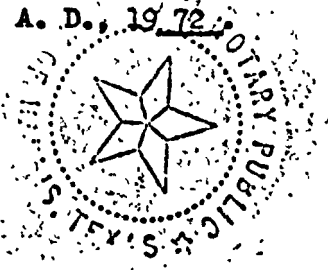
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

DONALD A. HALL, President of Superior Homes Development Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

SUPERIOR HOMES DEVELOPMENT CORPORATION,

a Texas Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of July, A. D., 1972



Debra Jean Baker
Notary Public in and for Harris County, Texas

FILED FOR RECORD
AT 2 O'CLOCK P.M.

AUG 21 1973

ROY HARRIS, Clerk
County Court, Montgomery Co., Tx.
By *[Signature]* Deputy.

Return to:

SUPERIOR HOMES, INC.
P. O. BOX 39987
HOUSTON, TEXAS 77039