

*Amended*

191-37-1439

**L323472**

09/09/87 00427544 L323472 \$ 245.50

**RESTATED AND AMENDED RESTRICTIONS  
AND COVENANTS  
FOR CHAMPIONS EAST, CHAMPIONS NORTH,  
CHAMPIONS NORTHWEST, CHAMPIONS SOUTH,  
CHAMPIONS WAY AND CHAMPIONS WEST ADDITIONS,  
HARRIS COUNTY, TEXAS**

*Well*

THE STATE OF TEXAS \*  
\*  
COUNTY OF HARRIS \*  
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CHAMPIONS COUNTRY, INC., a Texas corporation, STAR-TEX OIL COMPANY and SHELL OIL COMPANY, by instrument dated October 11, 1966, imposed certain Restrictions and Protective Covenants covering and applying to the following described property, to-wit:

*715.50*

Champions East, an addition in Harris County, Texas, according to the plat thereof as recorded in Volume 127, Page 11 of the Map Records of Harris County, Texas; and

*L*

WHEREAS, on said date CHAMPIONS COUNTRY, INC., STAR-TEX OIL COMPANY and SHELL OIL COMPANY were the owners of all of the lots in the said Champions East Addition, the said instrument creating said Restrictions and Protective Covenants having been recorded in Volume 6543, Page 334, of the Deed Records of Harris County, Texas, amended by that certain instrument titled "Amended Restrictions Maintenance Clause for Champions East, Harris County, Texas", recorded in Volume 6543, Page 354, reference to which being here made for all purposes; and

WHEREAS, CHAMPIONS DEVELOPMENT COMPANY, a Texas corporation, by instrument dated April 18, 1961, imposed certain Restrictions and Protective Covenants covering and applying to the following described property, to-wit:

Champions North, an addition in Harris County, Texas, according to the plat thereof as recorded in Volume 79, Page 1, of the Map Records of Harris County, Texas; and

WHEREAS, on said date CHAMPIONS DEVELOPMENT COMPANY was the owner of all of the lots in the said Champions North Addition, the said instrument creating said Restrictions and Protective Covenants having been recorded in Volume 4379, Page 326, amended by that certain instrument titled "Amendment and Change to Restrictions and Protective Covenants for Champions North Addition, Harris County, Texas", filed under Harris County Clerk's File No. J814841, reference to which being here made for all purposes; and

WHEREAS, CHAMPIONS DEVELOPMENT COMPANY, a Texas corporation, by instrument dated August 2, 1960, imposed certain Restrictions

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PICK-UP*

and Protective Covenants covering and applying to the following described property, to-wit:

Champions Northwest, an addition in Harris County, Texas, according to the plat thereof as recorded in Volume 74, Page 57, of the Map Records of Harris County, Texas; and

WHEREAS, on said date CHAMPIONS DEVELOPMENT COMPANY was the owner of all of the lots in the said Champions Northwest Addition, the said instrument creating said Restrictions and Protective Covenants having been recorded in Volume 4100, Page 185, of the Deed Records of Harris County, Texas, amended by that certain instrument titled "Amendment and Change to Restrictions and Protective Covenants for Champions Northwest Addition, Harris County, Texas", filed under Harris County Clerk's File No. G919284, reference to which being here made for all purposes; and

WHEREAS, CHAMPIONS COUNTRY, INC., a Texas corporation, by instrument dated May 28, 1965, imposed certain Restrictions and Protective Covenants covering and applying to the following described property, to-wit:

Champions South, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 127, Page 20, of the Map Records of Harris County, Texas; and

WHEREAS, on said date, CHAMPIONS COUNTRY, INC. was the owner of all of the lots in said Champions South Addition, the said instrument creating said Restrictions and Protective Covenants having been recorded in Volume 5940, Page 73, of the Deed Records of Harris County, Texas, amended by that certain instrument titled "Amendment and Change to Restrictions and Protective Covenants for Champions South Addition, Harris County, Texas", filed under Harris County Clerk's File No. G733032, reference to which being here made for all purposes; and

WHEREAS, CULLEN SAVINGS ASSOCIATION, a Texas savings and loan association, by instrument dated September 29, 1976, imposed certain Restrictive Covenants covering and applying to the following described property, to-wit:

Champions Way, an addition in Harris County, Texas, composed of that certain 7.5027-acre tract of land out of the Benjamin Page Survey, Abstract 618, described in deed from Patrick N. Morgan, Trustee, dated March 2, 1976, filed under Harris County Clerk's File Number #691753; and

WHEREAS, on said date CULLEN SAVINGS ASSOCIATION was the owner of all of the lots in the said Champions Way Addition, the said instrument creating said Restrictive Covenants having been filed under Harris County Clerk's File No. E906204, amended by that certain instrument titled "First Amendment of Restrictive Covenants - Champions Way", filed under Harris County Clerk's File No. F159772, reference to which being here made for all purposes; and

WHEREAS, CHAMPIONS DEVELOPMENT COMPANY, a Texas corporation, by instrument dated June 6, 1960, imposed certain Restrictions and Protective Covenants covering and applying to the following described property, to-wit:

Champions West, an addition in Harris County, Texas, according to the plat thereof as recorded in Volume 73, Page 6, of the Map Records of Harris County, Texas; and

WHEREAS, on said date CHAMPIONS DEVELOPMENT COMPANY was the owner of all of the lots in the said Champions West Addition, the said instrument creating said Restrictions and Protective Covenants having been recorded in Volume 73, Page 6, amended in Volume 4051, Page 362, and Volume 8403, Page 235, of the Deed Records of Harris County, Texas, and by that certain instrument titled "Amendment and Change to Restrictions and Protective Covenants for Champions West Addition, Harris County, Texas", filed under Harris County Clerk's File No. J814842, reference to which being here made for all purposes; and

WHEREAS, the undersigned, being the owners of a majority (more than 50%) of the lots in Champions East, Champions North, Champions Northwest, Champions South, Champions Way and Champions West Additions as covered respectively by the aforesaid Restrictions and Protective Covenants and Restrictive Covenants, (hereafter together referred to herein as the "Restrictions"), desire to restate and amend said Restrictions and to combine said Restrictions as restated and amended into one comprehensive set of restrictions affecting all of the lots located in the above described Additions.

NOW, THEREFORE, for and in consideration of the premises and of the mutual benefits to be derived therefrom, the undersigned owners of lots in Champions East, Champions North, Champions Northwest, Champions South, Champions Way and Champions West Additions (hereinafter referred to together as the "Champions Subdivision") do hereby restate and amend the said Restrictions and combine said Restrictions as restated and amended into one comprehensive set of restrictions and covenants (the "Restated and Amended Restrictions and Covenants") affecting the Champions Subdivision as follows:

I.  
General Land Use

All lots in the Champions Subdivision, in Harris County, Texas, shall be, and are hereby designated to be used for single family residential purposes only.

II.  
Covenants Applying to All Lots

The following covenants shall apply to all lots in the Champions Subdivision except where they conflict with the covenants contained in Article III hereof, in which case the covenants in Article III shall control. Article III Covenants affecting the following areas are found beginning on the pages shown:

Champions East	page 12
Champions North	page 19
Champions Northwest	page 20
Champions South	page 21
Champions Way	page 23
Champions West	page 24:

A. No signs, billboards, posters or advertising devices of any character, except one sign of no more than five (5) square feet advertising the property for sale, or for lease, shall be displayed to the public view on any lot in the Champions Subdivision without the written permission of the Champions Community Improvement Association, which permission shall be revocable at any time.

B. No trade or business activity shall be permitted to be carried on upon any lot in the Champions Subdivision. This provision shall not be deemed to prohibit the use by residents of room(s) in their homes for offices used in connection with their professional businesses or post-retirement businesses, both passive and active, as long as the activities conducted out of such offices do not detract from the residential character of the Champions Subidivision. The phrase "detract from the residential character of the Champions Subdivision" shall, when used herein, mean having a nature such that a reasonable person would, after observing the property, ascertain that a business or commercial activity is being conducted on the premises. Such activities may include, but not be limited to the following: (i) placement of business signs on the premises, (ii) permanent or semi-permanent parking of obvious commercial vehicles or equipment on or adjacent to the premises and (iii) traffic flow of employees and/or clients or customers to and from the premises.

C. Notwithstanding the terms of any contract, oral or written, between the owners of lots in the Champions Subdivision and third parties and/or property management companies or other similar entities, the owners shall remain primarily liable for the maintenance of their property in accordance with these Restated and Amended Restrictions and Covenants.

D. No animals (other than dogs, cats and other household pets), livestock, or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats, or other household pets may be kept provided (i) they are not kept, bred, or maintained for any commercial purposes, (ii) their number and general condition do not pose a nuisance to neighbors and/or a health hazard, and (iii) that all household pets must be leashed or restrained within an enclosure of adequate size to insure that a nuisance to neighbors will not occur (i.e., noise, smells, sanitation, visual pollution, etc.). Any such enclosure must be approved in advance by the Architectural Control Committee.

E. No commercial vehicles, construction or like equipment, boats, trailers, recreational vehicles, buses, inoperative vehicles of any kind, camp rigs off truck, or boat rigging or other similar items shall be parked or stored permanently or semi-permanently on any public street, right-of-way, vacant lot, or on or beside driveways unless the manner of parking or storage of such items has first been approved by the applicable Architectural Control Committee. Permanent or semi-permanent storage of such vehicles or items must be screened from public view. Additionally, no automobiles shall be parked either on vacant lots or on lawns, except that in those Additions where there are no curbs and gutters, automobiles may be temporarily (less than 8 hours, nonrepeated) parked on the portion of the lawn adjacent to the street. For purposes of this paragraph, "commercial" vehicles shall not include standard size automobiles or trucks or vans of three quarter tons or less even though they may have some commercial insignia placed on them unless the insignia is of a character deemed to be a nuisance by the Architectural Control Committee. Further, for purposes of this paragraph, "inoperative vehicles" shall be those vehicles that are not legal for public highway use, including, but not limited to, those without current inspection stickers or current license plates.

F. No building shall be erected, altered or permitted to remain on any lot other than one detached single-family residential dwelling, not to exceed two and one-half stories in height, an attached or detached private garage for not more than three (3) cars and bona fide servants' quarters, which quarters may be occupied by a member of the family that is residing in the main residence and such other outbuildings (i.e., storage sheds and

children's playhouses as may be approved by the Architectural Control Committee on a case by case basis. See Paragraph G regarding the manner in which to seek approval for the construction of sheds, playhouses and other accessory structures. If living quarters or servants' quarters are built over a garage, the garage must not be closer than ten (10) feet from the interior property line. The quarters shall not be rented or leased. Garages shall not exceed the main dwelling in height or number of stories and quarters shall not exceed one story in height (quarters may be built over a garage so long as in doing so the garage and quarters together do not exceed the height of the main residence). All buildings must receive written approval of the applicable Architectural Control Committee prior to the beginning of construction in accordance with Paragraph E of Article V of these Restated and Amended Restrictions and Covenants.

G. Any playhouse, accessory structure or improvement, other than the main residence, garage and quarters must prior to construction be approved in accordance with Paragraph E of Article V of these Restated and Amended Restrictions and Covenants. Approval of any playhouse, accessory structure or improvement will be based on consideration of the view afforded by and from the golf course, if applicable, on the maintenance of the residential character and attractive appearance of the Champions Subdivision, and/or on any other factors which in the judgment of the Architectural Control Committees relate to the general well-being of the Subdivision.

H. No satellite's dish antenna may be located on residences or lots in the Champions Subdivision unless they have received prior approval by an Architectural Control Committee. Satellite dish antennas shall be considered to be "structures" for the purposes of these Restrictions and it is within the complete and sole discretion of each Architectural Control Committee which antenna to approve or not to approve. Approval of satellite dish antennae will be based on consideration of the view afforded by and from the golf course, if applicable, on the maintenance of the residential character and attractive appearance of the Champions Subdivision, and/or on any other factors which in the judgment of the Architectural Control Committees relate to the general well-being of the Subdivision.

I. WITH RESPECT TO NON-GOLF COURSE LOTS: No wall, fence, planter, or hedge in excess of three (3) feet in height shall be erected or maintained nearer to the front lot line than the front building setback line. ALSO WITH RESPECT TO NON-GOLF COURSE LOTS: No side or rear fence or wall shall be more than six (6) feet high and no side fence shall be located on any corner lot nearer than the building line setback shown on the recorded plat for the applicable Addition. No fence shall be of wire or chain link construction, except pet enclosures may, with Architectural

Control Committee approval, be constructed of wire or chain link. No fence or wall shall be erected, placed, altered or maintained on any lots without prior written approval of the applicable Architectural Control Committee. WITH RESPECT TO GOLF COURSE LOTS: On all lots adjoining the golf course, only wrought iron fences (no wooden or picket type) shall be allowed at any location on said lots. Said fences may have brick or stone support columns and may not be higher than three (3) feet from the ground (natural ground level, not artificially elevated), the view afforded by and from the golf course being of prime importance. ALSO WITH RESPECT TO GOLF COURSE LOTS, no side fence shall be located on any corner lot nearer than the building line setback shown on the recorded plat for the applicable Addition. All fences must, however, receive written approval from the applicable Architectural Control Committee before they are erected, in accordance with Paragraph E of Article V of these Restricted and Amended Restrictions and Covenants.

J. No object or thing shall be placed or planted on corner lots which exceeds an elevation of two (2) feet above the top of the street within the triangular or rectangular area formed by the junction of street lines and a line connecting them at points twenty-five (25) feet from the junction of the street lines (or extension thereof). The only exception to this shall be that trees which do not obstruct sight lines at elevations between two (2) and six (6) feet above the top of the street may be so located.

K. The drying of clothes in public view is prohibited, and the owners or occupants of any lots where the rear yard or portion of the lot is visible to the public shall, in order to screen drying clothes from public view, construct and maintain a drying yard or other suitable enclosure, the plans for which must first be approved by the applicable Architectural Control Committee before the construction thereof begins.

L. Any owners of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such resulting site, in which case, setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat.

M. No external roofing matter other than wood shingles, built-up roofs with other than gravel aggregate, aluminum shingles, steel shingles, tile or wood-toned asphalt composition shingles shall be constructed or used on any building in any part of the Champions Subdivision. In the event asphalt composition shingles are used, same must be acceptable to the Architectural

Control Committees. Currently the Architectural Control Committees will accept number one quality, 300-380 pounds per square, Class C asphalt composition shingles or better. The grade and quality accepted by the Architectural Control Committees may be modified from time to time.

N. Exterior walls of all main residential buildings shall be constructed with not less than fifty-one percent (51%) masonry veneer. In computing this percentage, all gables, windows and door openings shall be excluded from the required area. Masonry used on one wall of an attached garage may be included in calculation of the masonry used. At the discretion of each Architectural Control Committee, the Committee may waive the 51% brick restrictions if, in the opinion of the Committee, the masonry restriction would materially affect the design and beauty of a proposed residence or a proposed addition to or remodeling of an existing residence.

O. On all lots, except those golf course lots, detached garages located on the rear portion of the lot may be built within three (3) feet of any side lot line, or interior lot line, except in those instances where the location of the garage in this manner would violate a dedicated easement. Detached garages on these lots may not be placed closer than ten (10) feet to any rear property line, and in no instance shall the location of the garage violate a dedicated easement. Restrictions on golf course lots are discussed in I above and under Article III, pages 12-24.

P. Residential buildings on corner lots shall face the street upon which the lot fronts as shown by the recorded map of the Champions Subdivision. The front of the lot is the property line having the smallest dimension on a street. On certain irregular-shaped corner lots, the facing of the residence is hereby declared to be under the supervision and control of the appropriate Architectural Control Committee.

Q. No residence, including servants' quarters and garage, shall be located on any lot nearer to the front lot line, or the side street line, than the minimum building setback lines shown on the recorded map of the applicable Addition, except as herein provided. No part of the living quarters of a residence may be constructed nearer than ten (10) feet of the interior property line, but attached garages may be constructed within five (5) feet of any interior property line, provided that no part of the living quarters attached to the garage is within ten (10) feet of the interior property line. For the purpose of interpreting this provision, eaves, steps, driveways and patios shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building



including eaves, steps, patios or driveways to overhang, or encroach upon another building site.

R. No building or other permanent structure, excluding fences, playhouses or other accessory structures as may be approved by the applicable Architectural Control Committee on a case by case basis, shall be constructed or placed within any of the ground easements shown on the recorded map of the Champions Subdivision.

S. No structure, trailer, basement, tent, shack, garage or other outbuilding shall be used on any building site as a residence, either temporarily or permanently.

T. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. Trash set out for collection shall be in complete conformity with rules as they may from time to time be published by the Champions Community Improvement Association. No trash will be set out in front of a main residence prior to 6:00 p.m. of the day prior to the day trash is scheduled to be collected. Garbage receptacles and trash shall be maintained so as to not be visible from adjacent street(s) or neighboring yards.

U. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. Plans for the service yards or other similar facilities must be approved by the applicable Architectural Control Committee before construction begins on said service yards or similar facilities. Woodpiles shall be neatly maintained.

V. Drainageways shall at all times conform to the requirements of all lawful public authorities having jurisdiction to control such drainageways.

W. No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected, and shall not be placed in the street or between the pavement and property lines. Where existing residences are being remodeled, all building materials shall be placed or stored in the back yard so as to conceal them from public view.

X. No stumps, trees, underbrush, or any refuse of any kind or scrap material from the improvements being erected (including

remodeling work) on any residential lot shall be placed on any adjoining lots, streets, or easements. All such material, if not disposed of immediately, must remain on the residential lot on which construction is in progress (subject to the provisions of Paragraph W above), and at the completion of such improvements, such material must be immediately removed from the property. However, such material must not remain on such lot an unreasonable length of time. For purposes of this paragraph an "unreasonable length of time" shall mean a period of time in excess of ten (10) days following the mailing of a written notice to the owner of the affected property or delivery of notice to any contractor working on the property requesting that materials be removed. If the owner has not furnished the Association with his or her current residence address and does not live on the property involved, the notice request provided for in this paragraph shall be satisfied by mailing such notice to or posting it on the property.

Y. No drilling development, refining, quarrying, mining or prospecting for any minerals of any kind shall be permitted upon any lot, nor shall any well, tanks (except residential hot water tanks located within the main residence), tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for any minerals shall be erected, maintained or permitted upon any lot. No water wells may be drilled on lots in the Champions Subdivision.

Z. No window or wall type air conditioner shall be used, erected, placed or maintained on or in any residence unless approved in advance by the Architectural Control Committee.

AA. The title to any building site or lot shall not include title to any utility equipment located within these easements.

BB. The right of entry to any easement for the purpose of construction, maintaining, replacing and repairing any public utility equipment located there is expressly reserved and neither the parties executing this instrument nor their assigns, nor the operator of any public utility shall be liable for damage to any plant, structure or building situated on such easement because of any construction, maintenance, removal or repair of the equipment.

CC. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any nuisance or noise that will or might disturb

the peace, quiet, comfort, or serenity of the occupants of surrounding property. Further, no activity shall be carried on upon any of the above described property which might reasonably be considered as creating a nuisance or giving annoyance to neighbors of ordinary sensibilities or which might be considered to reduce the desirability of the property for single family residential use, even though such activity be in the nature of a hobby and not carried on for profit.

DD. In the event that any owner of any property in the Champions Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects disallowed by these Restated and Amended Restrictions and Covenants, then the Champions Community Improvement Association may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the Champions Community Improvement Association and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefor. Past due amounts shall accrue interest at a floating rate equal to the prime rate announced by Allied Champions Bank or its successors (should Allied Champions Bank or a successor thereto at any time cease to operate, the Association may substitute another bank for purposes of this paragraph without the requirement of amendment of these Restrictions or approval by the property owners) from time to time, plus two percent (2%) per annum, but in no event shall such floating rate exceed the maximum rate allowed by applicable law. If a bank is substituted for Allied Champions Bank by the Association, the Association will notify the property owners by posting a notice thereof one time in the community newsletter.

EE. Each owner of lot(s) in the Champions Subdivision shall be responsible if leasing or renting their property in the Champions Subdivision, for notifying in writing, the Champions Community Improvement Association (currently at 6522 Coral Ridge Road) of such lease or rental, within seven (7) days prior to the execution of the lease or rental contract, and in addition thereto the following information (i) the full name of the lessee or renter, (ii) the name, telephone number, address and principal representative or contact at any management company or similar entity engaged to manage the property and any changes thereto, and (iii) the owner's new address (including city, state and zip code) and telephone number (including area code) immediately following the rental or lease and any future changes thereto.

FF. No septic tanks shall be constructed or maintained, and no individual water wells shall be drilled, dug or maintained, or

operated by any person or persons on any lot in the Champions Subdivision. This provision shall not preclude the operation or maintenance of existing water wells.

GG. Warnings of violations of the provisions of this Article II, as well as Article III which follows, shall be issued by the **appropriate Architectural Control Committee**, after which a continued violation will result in a suit being filed by the Champions Community Improvement Association to restrain such activities which are in violation of these Deed Restrictions in addition to such other relief as may be available under law.

### III.

#### Covenants Applying to Specific Lots

Notwithstanding anything herein contained to the contrary, it is hereby controllingly provided that:

#### Champions East

A. With respect to all lots in the Champions East Addition, no lot may be resubdivided into a building site having an area of less than nine thousand (9,000) square feet in said building site.

B. The living area of any main residence building, exclusive of porches, garages, storage rooms and/or servants' or guest quarters, shall not be less than two thousand (2,000) square feet of usable floor space in residences constructed on the following lots in the Champions East Addition:

Block 3	All lots
Block 4	All lots
Block 8	Lots No. 140 through 149, inclusive
Block 9	Lots No. 158 through 167, inclusive
Block 10	All lots and the following described portions of Reserve "C" and "D":

TRACT 168-A, being a tract of land located in Champions East, a recorded Subdivision recorded in Volume 127, Page 11, Harris County Map Records, and is part of Reserve "D" and Reserve "C" and is more particularly described as follows:

Commencing at the intersection of the westerly line of Holston Hills Drive and the southerly line of Coral Ridge Road;

Thence S. 31 deg. 34' 32" E. along the westerly line of Holston Hills Drive 44.48 feet to a point of curve to the right whose radius is 735 feet;

Thence following the curve to the right whose radius is 735 feet a distance of 281.64 feet to the point of beginning.

Thence continuing with the curve to the right whose radius is 735 feet a distance of 50.00 feet to a point of tangency;

Thence S. 5 deg. 43' 52" E. along the westerly line of Holston Hills Drive 69.59 feet to a point for corner;

Thence S. 86 deg. 16' 08" W. 120.13 feet to a point for a corner;

Thence N. 11 deg. 00' W. 64.27 feet to a point for a corner;

Thence N. 23 deg. 27' 08" W. 47.43 feet to a point for a corner;

Thence N. 80 deg. 22' 18" E. 140 feet to the point of beginning.

TRACT 168-B, being a tract of land located in Champions East, a recorded Subdivision recorded in Volume 127, Page 11, Harris County Map Records, and is part of Reserve "D" and is more particularly described as follows:

Commencing at the intersection of the westerly line of Holston Hills Drive and the southerly line of Coral Ridge Road;

Thence S. 31 deg. 34' 32" E. along the westerly line of Holston Hills Drive 44.48 feet to a point of curve to the right whose radius is 735 feet;

Thence continuing with the curve to the right whose radius is 735 feet a distance of 171.54

feet to the point of beginning;

Thence continuing with the curve to the right whose radius is 735 feet a distance of 110 feet to a point for a corner;

Thence radial to the curve or S. 80 deg. 22' 18" W. 140 feet to a point for a corner;

Thence N. 13 deg. 54' 57" W. 88.96 feet to a point for a corner;

Thence N. 71 deg. 47' 48" E. 140 feet to the point of beginning.

TRACT 168-C, being a tract of land located in Champions East, a recorded Subdivision recorded in Volume 127, Page 11, Harris County Map Records, and is part of Reserve "D" and is more particularly described as follows:

Commencing at the intersection of the westerly line of Holston Hills Drive and the southerly line of Coral Ridge Road;

Thence S. 31 deg. 34' 32" E. along the westerly line of Holston Hills Drive 44.48 feet to a point of curve to the right whose radius is 735 feet;

Thence continuing with the curve to the right whose radius is 735 feet a distance of 61.54 feet to the point of beginning;

Thence continuing with the curve to the right whose radius is 735 feet a distance of 110 feet to a point for a corner;

Thence radial to the curve of S. 71 deg. 47' 48" W. 140 feet to a point for corner;

Thence N. 22 deg. 29' 27" W. 88.96 feet to a point for a corner;

Thence N. 63 deg. 13' 18" E. 140 feet to the point of beginning.

TRACT 202-A, being a tract of land located in Champions East, a recorded Subdivision recorded in Volume 127, Page 11, Harris County

Map Records, and is part of Reserve "D" and is more particularly described as follows:

Commencing at the intersection of the westerly line of Holston Hills Drive and the southerly line of Coral Ridge Road;

Thence S. 58 deg. 25' 28" W. along the southerly line of Coral Ridge Road 235.69 feet to a point of curve to the left whose radius is 225 feet;

Thence following the curve to the left whose radius is 225 feet a distance of 15 feet to the point of beginning;

Thence S. 33 deg. 34' 02" E. 323.59 feet to a point for a corner;

Thence S. 47 deg. 28' W. 50 feet to a point for a corner;

Thence N. 43 deg. 57' 25" W. 306.84 feet to a point in a curve to the right whose radius is 225 feet said point also being in the southerly line of Coral Ridge Road;

Thence following the curve to the right whose radius is 225 feet in a northeasterly direction along the southerly line of Coral Ridge Road 110 feet to the point of beginning.

TRACT 202-B, being a tract of land located in Champions East, a recorded Subdivision, recorded in Volume 127, Page 11, Harris County Map Records, and is part of Reserve "D" and is more particularly described as follows:

Commencing at the intersection of the westerly line of Holston Hills Drive and the southerly line of Coral Ridge Road;

Thence S. 58 deg. 25' 28" W. along the southerly line of Coral Ridge Road 140 feet to the point of beginning;

Thence S. 31 deg. 34' 32" E. 44.48 feet to a point for a corner;

Thence S. 29 deg. 10' 37" E. 50.08 feet to a

point for a corner;

Thence S. 22 deg. 29' 27" E. 88.96 feet to a point for a corner;

Thence S. 13 deg. 54' 57" E. 88.96 feet to a point for a corner;

Thence S. 23 deg. 27' 08" E. 47.43 feet to a point for a corner;

Thence S. 47 deg. 28' W. 50 feet to a point for a corner;

Thence N. 33 deg. 34' 02" W. 323.59 feet to a point for a corner, said point being in a point of curve to the right and whose radius is 225.0 feet and is also in the southerly line of Coral Ridge Road;

Thence following the curve to the right in a northeasterly direction 15 feet to a point of tangency;

Thence N. 58 deg. 25' 28" E. along the southerly line of Coral Ridge Road 95.69 feet to the point of beginning.

TRACT 202-C, being a tract of land located in Champions East, a recorded Subdivision recorded in Volume 127, Page 11, Harris County Map Records, and is part of Reserve "D" and is more particularly described as follows:

Beginning at the intersection of the westerly line of Holston Hills Drive and the southerly line of Coral Ridge Road;

Thence S. 31 deg. 34' 32" East along the westerly line of Holston Hills Drive 44.48 feet to a point of curve to the right whose radius is 735 feet;

Thence following the curve to the right whose radius is 735 feet a distance of 61.54 feet to a point for a corner;

Thence radial to the curve or S. 63 deg. 13' 18" W. 140 feet to a point for a corner;



Thence N. 20 deg. 10' 37" W. 50.08 feet to a point for a corner;

Thence N. 31 deg. 34' 32" W. 44.48 feet to a point for a corner; said point being in the southerly line of Coral Ridge Road;

Thence N. 58 deg. 25' 28" E. 140 feet along the southerly line of Coral Ridge Road to the point of beginning.

Block 11            All lots

Block 12            All lots

The living areas of the remaining lots in Champions East of any main residence building, exclusive of porches, garages, storage rooms and/or servants' or guest quarters, shall not be less than sixteen hundred (1600) square feet of usable floor space.

C. On all those lots in the Champions East Addition previously enumerated where the minimum usable living area is two thousand (2,000) square feet, no building shall be located on any building site nearer to the front lot line, or the side street line, than the minimum building setback lines shown on the recorded map of the Champions East Addition, except as herein provided. On tracts above described, being 168-A, 168-B, 168-C, 202-A, 202-B, and 202-C, the minimum building setback lines on Holston Hills Drive and Coral Ridge Drive shall be twenty-five (25) feet. No part of the living quarters of a residence may be constructed nearer than ten (10) feet of the interior property line, but attached garages may be constructed within five (5) feet of any interior property line, provided that no part of the living quarters attached to the garage is within ten (10) feet of the interior property line. For the purpose of interpreting this provision, eaves, steps and patios shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building to overhand, or encroach upon another building site.

On the following lots where the lots adjoin the golf course, the main residence, attached or detached garages or any other buildings shall not be constructed, placed or erected closer than twenty (20) feet of the rear property line nor within ten (10) feet, if the main residence, and five (5) feet, if any other building, of any side or interior lot line. On these lots no garage attached or detached shall have any opening facing the rear of the property. The above statements in this paragraph are applicable to these lots:

Block 11            Lots No. 203 and No. 204

Block 12            Lots No. 210 through No. 216, inclusive

On the next group of lots herein listed, which lots are odd-shaped, the rear line, which will determine the twenty-foot (20') positioning listed in the previous paragraph will be as follows:

Block 11

Lot 205            The rear positioning line is a combination of the southwest and the southeast lines.

Block 12

Lot 209            The rear positioning line is the west line.

Lot 217            The rear positioning line is the southwest line.

Lot 222            The rear positioning line is the south and southwest lines.

Lot 223            The rear positioning line is the western line.

D. On all lots in the Champions East Addition adjoining the lake set out in Reserve "C" consisting of 8.247 acres, same being Lots 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 179, 180, 182, 183, 184, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, and Tracts 168-A and 202-A and 202-B, as above more particularly described by metes and bounds above described, all out of Block 10, Champions East, only wrought iron fences, which may include brick or stone support columns, that are not higher than three (3) feet from the natural ground level (not artificially elevated) will be permitted, the view afforded by and from the lake being of prime importance. Such fences must, however, receive prior approval of the Champions East Architectural Control Committee before such fences are erected.

E. The front wall of any attached or detached garages opening towards the front of the building site shall be located at least fifteen (15) feet to the rear of the front wall of the main residence building. The front wall of any open carport opening toward the front of the lots in the Champions East Addition may be located no closer than six (6) feet to the rear of the front wall of the main residence, provided adequate enclosed storage area of not less than eighty (80) square feet is included as part of the exterior storage of the residence not included in the living area.

F. A lake of 8.247 acres, listed on the recorded plat as part of Reserve "C" and a fifteen (15) foot private road located in Champions East, a recorded Subdivision recorded in Volume 127, Page 11, Harris County Map Records, and part of Reserve "C" and more particularly described as follows:

Commencing at the intersection of the westerly line of Holston Hills Drive and the southerly line of Coral Ridge Road;

Thence S. 31 deg. 34' 32" E. 44.48 feet to a point of curve to the right whose radius is 735 feet;

Thence following the curve to the right whose radius is 735 feet a distance of 331.54 feet to a point of tangency;

Thence S. 5 deg. 43' 52" E. 69.59 feet to the point of beginning;

Thence continuing S. 5 deg. 43' 52" E. 15 feet to a point for a corner;

Thence S. 86 deg. 16' 08" W. 119.76 feet to a point for a corner;

Thence N. 11 deg. 00' W. 15.06 feet to a point for corner;

Thence N 86 deg. 16' 08" E. 120.13 feet to the point of beginning.

shall be owned by a non-profit corporation, the ownership of which corporation shall be vested in the owners of homesites surrounding the lake.

No undesirable, obnoxious or offensive activity will be permitted at or on the lake. Specific rules and conduct for the lake will be established and enforced by the non-profit corporation above described.

G. A ten (10) foot utility easement is reserved at the rear of lots or Tracts 168-A, 168-B, 168-C and 202-C of the Champions East Addition as above more particularly described by metes and bounds.

#### Champions North

H. No lots in the Champions North Addition may be resubdivided into building sites having a width of less than eighty (80) feet at the front building line as shown on the recorded map of the Champions North Addition, or having an area of less than twelve thousand (12,000) square feet in each building site.

I. The living area of any main residence building erected on lots in the Champions North Addition, exclusive of porches, garages, storage rooms and/or servants' or guest quarters, shall not be less than two thousand (2,000) square feet of usable floor space.

J. The front wall of any attached or detached garages opening towards the front of the building site shall be located at least fifteen (15) feet to the rear of the front wall of the main residence building. Any garage located on any building site so that the front wall of said garage is within thirty (30) feet of the front wall of the main residence shall be constructed so that the overhang of the garage roof shall be at least five (5) feet over the opening of said garage. Any garage located so that the front wall of the garage is more than thirty (30) feet to the rear of the front wall of the main residence may have a normal overhang over the garage opening.

K. On all the following lots in the Champions North Addition where the lots adjoin the golf course, being Lots 23 through 39, all inclusive, 44 and 45, 50 through 53, all inclusive, 61 and 62, 66 and 67, 71 and 72, 78 and 79, 88 through 90, all inclusive, 92 and 93, 95 through 100, all inclusive, Block Two (2), Lots 101 through 118, all inclusive, Block Three (3), the main residence, attached or detached garages, or any other buildings, shall not be constructed, placed or erected closer than thirty (30) feet of the rear property line, nor within five (5) feet, of any other building, or of any side or interior lot line. On these lots no garage, attached or detached shall have their opening facing the rear of the property.

L. On all golf course lots in the Champions North Addition, no fence of any type shall be erected, placed or constructed.

#### Champions Northwest

M. No lots in the Champions Northwest Addition may be resubdivided into building sites having a width of less than eighty (80) feet at the front building line as shown on the recorded map of the Subdivision, or having an area of less than ten thousand (10,000) square feet in each building site.

N. The front wall of any attached or detached garages opening towards the front of the building site shall be located at least fifteen (15) feet to the rear of the front wall of the main residence building. Any garage located on any building site so that the front wall of said garage is within thirty (30) feet of the front wall of the main residence shall be constructed so that the overhang of the garage roof shall be at least five (5) feet over the opening of said garage. Any garage located so that the

front wall of the garage is more than thirty (30) feet to the rear of the front wall of the main residence may have a normal overhang over the garage opening.

O. The ground floor area of any main residence building erected on a lot in the **Champions Northwest Addition**, exclusive of porches, garages, storage rooms and/or servants' or guest quarters, shall not be less than eighteen hundred (1800) square feet of usable floor space.

P. On Lots 1 through 4, all inclusive, Lots 6 through 28, all inclusive, Block 1, **Champions Northwest Addition**, the main residence, attached or detached garages, or any other building, shall not be constructed, placed or erected closer than thirty (30) feet of the rear property line, nor within ten (10) feet, if the main residence, and five (5) feet, if any other building, of any side or interior lot line. On these lots no garages, detached or attached, shall have their opening facing the rear of the property.

Q. On Lot 1, Lots 37 through 40, all inclusive, Block 1, **Champions Northwest Addition**, no other fence other than the masonry and wood fence constructed by the developer shall be permitted to be erected, placed, or maintained along **Champions Drive** at the rear property line on the above numbered lots.

R. On Lots 1 through 4, Lots 6 through 28, all inclusive, Block 1, **Champions Northwest Addition**, no fence of any type shall be erected, placed or constructed closer than fifty (50) feet of the rear property line.

#### Champions South

S. No lots in the **Champions South Addition** may be resubdivided into building sites having an area of less than ten thousand (10,000) square feet in each building site.

T. The living area of any main residence building erected on a lot in the **Champions South Addition**, exclusive of porches, garages, storage rooms and/or servants' or guest quarters, shall not be less than two thousand (2,000) square feet of usable floor space.

U. On the following lots in the **Champions South Addition**, where the lots adjoin the golf course, the main residence, attached or detached garages or any other buildings shall not be constructed, placed or erected closer than twenty (20) feet of the rear property line nor within ten (10) feet, if the main residence, and five (5) feet, if any other building, of any side or interior lot line. On these lots no garage, attached or

detached, shall have any opening facing the rear of the property. The above statements are applicable to these lots:

Block 1	Lots 1-24, 26-29, 31-41
Block 3	Lots 46, 47, 56-65
Block 4	Lots 68-73
Block 5	Lots 76, 80-83
Block 6	Lots 84-91, 93, 94, 97-107, 109-112
Block 9	Lots 134-164

V. On the lots in Champions South Addition herein listed below, which lots are odd-shaped, the rear line, which will determine the twenty (20) foot positioning listed in the previous paragraph, will be as follows:

Block 2

Lot 42	The 20' rear positioning line is applicable to the North and West lines.
Lot 45	The 20' rear positioning line is applicable to the South and West lines.

Block 3

Lot 66	The 20' rear positioning line is applicable to the West line.
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Block 4

Lot 67	The 20' rear positioning line is applicable to the East and South lines.
Lot 75	The 20' rear positioning line is applicable to the East line.

Block 5

Lot 77	The 20' rear positioning line is applicable to the Northeast line.
Lot 78	The 20' rear positioning line is applicable to the Northeast and Northwest lines.

Lot 79                    The 20' rear positioning line is applicable to the West line.

Block 6

Lot 92                    The 20' rear positioning line is applicable to the South, East and West lines.

Lot 95                    The 20' rear positioning line is applicable to the South and Southwest lines.

Lot 96                    The 20' rear positioning line is applicable to the Southwest and West lines.

Lot 108                   The 20' rear positioning line is applicable to the Northwest and Northeast lines.

Lot 109                   The 20' rear positioning line is applicable to the East line.

W. On Lots 53 and 54 of Block 3, Champions South Addition, the positioning of a detached garage, or any other buildings detached, shall not be constructed, placed or erected closer than fifteen (15) feet of the West lines, which in these particular lots will be considered the rear property lines.

X. The front wall of any attached or detached garages opening towards the street front of the building site shall be located at least fifteen feet (15') to the rear of the front wall of the main residence building. The front wall of any open carport erected on lots in the Champions South Addition opening toward the street front of the building site may be located no closer than six (6) feet to the rear of the front wall of the main residence, provided adequate enclosed storage area of not less than eighty (80) square feet is included as part of the exterior storage of the residence not included in the living area.

Champions Way

Y. No building shall be erected, altered, placed or permitted to remain on any lot in the Champions Way Addition other than one detached single-family dwelling not to exceed two (2) stories in height, with a ground floor area of not less than fifteen hundred (1500) square feet and a private, attached or detached, garage for not more than three (3) cars.

Z. The addition's developer, either by designation on the unrecorded plat of Champions Way or by separate instrument, has granted necessary easements to the electric company providing for

the installation, maintenance and operation of its electric distribution system and also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each tract shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company. For so long as underground service is maintained, the electric service to each residence shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

#### Champions West

AA. No lots in the Champions West Addition may be resubdivided into building sites having a width of less than eighty (80) feet at the front building line as shown on the recorded map of the Champions West Addition, or having an area of less than ten thousand (10,000) square feet in each building site.

BB. The ground floor area of any main residence building erected on a lot in the Champions West Addition, exclusive of porches, garages, storage rooms and/or servants' quarters, shall not be less than sixteen hundred (1600) square feet of usable floor space.

CC. The front wall of any attached or detached garages opening towards the front of the building site shall be located at least fifteen (15) feet to the rear of the front wall of the main residence building. Any garage located on any building site so that the front wall of said garage is within thirty (30) feet of the front wall of the main residence shall be constructed so that the overhang of the garage roof shall be at least five (5) feet over the opening of said garage. Any garage located so that the front wall of the garage is more than thirty (30) feet to the rear of the front wall of the main residence may have a normal overhang over the garage opening.

DD. No fence or wall, other than the masonry and wood fence erected by the developer, may be erected, placed or maintained along Champions Drive at the rear property line of the following lots in the Champions West Addition, to-wit:

Lots 19 through 22, all inclusive

Lots 82 through 85, all inclusive



Lots 86 through 89, all inclusive  
Lots 170 through 173, all inclusive  
Lots 174 through 177, all inclusive  
Lots 259 through 262, all inclusive.

IV.  
Maintenance Fund

A. Each residential lot (or residential building site) in the Champions Subdivision shall be and is hereby made subject to a maintenance charge paid semiannually on or before January 1 and July 1 of each year. The maintenance charge referred to shall be used to create a fund to be known as the "Maintenance Fund". Increases to the maintenance charge may be made once annually and must be announced at the annual meeting of the property owners and published in the notice of the annual meeting to be mailed to all property owners at least thirty (30) days prior to the meeting. Upon the adoption of these Restated and Amended Restrictions and Covenants, the semiannual maintenance charge due on the next payment date following the effective date hereof for all lots in the Subdivision shall be Two Hundred Dollars (\$200.00) with respect to developed lots and Fifty Dollars (\$50.00) with respect to undeveloped lots. No charges or "taxes" (including contracted service charges) other than the maintenance charge referred to herein may be levied by the Champions Community Improvement Association upon the residential lots in the Champions Subdivision.

B. The aforementioned maintenance charge shall be payable to the Champions Community Improvement Association semiannually in advance on or before January 1st and July 1st of each year. To secure the payment of this maintenance charge, a Vendor's Lien will be retained in each Deed against the residential lots in the Champions Subdivision conveyed by said Deeds, which lien shall be reserved in favor of the Champions Community Improvement Association, its successors and assigns. The aforementioned maintenance charge shall be a personal obligation of the owners of the residential lots in the Champions Subdivision, as well as an obligation running with the land. This annual maintenance charge may be adjusted from year to year by the Champions Community Improvement Association (sometimes referred to herein as the "Association"), its successors and assigns, as the needs of the Subdivision may require, in the judgment of the Association, its successors and assigns, and increases may be instituted up to five percent (5%) annually without the need to obtain prior approval of a majority (more than 50%) of a quorum

of a duly called annual or special meeting of the property owners in the Champions Subdivision. If an increase is proposed that requires prior approval, a majority (more than 50%) of a quorum of a duly called annual or special meeting of the property owners of the Champions Subdivision voting affirmatively will be sufficient to approve such increase. Notice for such meeting shall set forth the increase in the maintenance charge proposed. Any maintenance charge not paid when due shall bear interest from the date it became due until paid at a floating rate equal to the prime rate announced by Allied Champions Bank or its successors (should Allied Champions Bank or a successor thereto at any time cease to operate, the Association may substitute another bank for purposes of this paragraph without the requirement of amendment of these Restrictions or approval by the property owners) from time to time, plus two percent (2%) per annum, but in no event shall such floating rate exceed the maximum rate allowed by applicable law. If a bank is substituted for Allied Champions Bank by the Association, the Association will notify the property owners by posting a notice thereof one time in the community newsletter.

C. All matters relating to the assessment, collection, expenditure and administration of the Maintenance Fund shall be determined by the Association.

D. The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit of all property owners and residents in the Champions Subdivision; and such Maintenance Fund, to the extent monies are available therein, shall be expended by the Association for the maintenance of the Champions Subdivision, including the payment of expenses incurred for the maintenance, upkeep and/or improvement of all common areas, including the following: grass, decorative plantings, trees, ditches, walls and entrances, signs, including bulletin boards, street lighting, decorative lighting, sprinklers, mosquito control, utilities for common areas, security, trash collection, ambulance services, Champion's Subdivision's administrative office, as well as legal expenses incurred for the enforcement of these Restrictions, and fees incurred for other services similar to those discussed above which are rendered for the benefit of the residents and property owners of the Champions Subdivision by contractors and professionals hereafter engaged by the Association.

#### V.

#### Architectural Control

A. There has heretofore been created the following Architectural Control Committees whose present members are shown below, to-wit:

## (1) Champions East Addition -

Rudy Avila  
 Al Merenda  
 Dick Fitzgerald  
 Ralph Weightman

## (2) Champions North Addition -

Chuck Menninger  
 Bob Yewens  
 Jim Lawson  
 Robert Lawson

## (3) Champions Northwest Addition -

Charlie Muchmore  
 Bob Lane  
 (Position to be Filled)

## (4) Champions South Addition -

W. Scott Bazard, Jr.  
 Kenneth Keys  
 Donald M. Bohrer

## (5) Champions Way Addition -

(Position to be Filled)  
 Hubert M. Rackets

## (6) Champions West Addition -

Deb Phillips  
 Tony Scanlan  
 Dan Gayle

B. Each Architectural Control Committee shall at all times be composed of at least two (2) members, but no more than four (4) members, who are property owners in and residents of the Champions Subdivision. Further, the Architectural Control Committee for each Addition of the Champions Subdivision shall be composed of property owners in and residents of that Addition. Any correspondence between a Committee and the Association should be made through the Assistant Secretary of the Association (currently Dorothy Post at 444-6300) or the board member of the Champions Community Improvement Association who is from time to time designated as the coordinator of the activities of the Architectural Control Committees.

C. A majority (more than 50%) of each Architectural Control Committee (the "Committee") may designate a representative to act for that Committee. In the event of the death, resignation or disqualification of any member of a Committee, the remaining members shall have full authority to designate and appoint a successor. The Committee shall timely inform the Champions Community Improvement Association of any changes made or required in the Committee's membership. If the remaining members of a Committee fail for any reason to appoint a successor, then the Champions Community Improvement Association may appoint the successor. No member of the Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this instrument. At any time the then record owners of a majority (more than 50%) of the residential lots in the Champions Subdivision shall have the power to change the membership of a Committee, to withdraw any powers from a Committee and to restore to a Committee any of the powers and duties created hereunder, by the execution of an instrument duly acknowledged and duly recorded in the Deed Records of Harris County, Texas.

D. A Committee's approval or disapproval of any matter herein provided for shall be in writing. No project can be begun prior to receipt of a Committee's approval. If a Committee has not responded within thirty (30) days after any plans and specifications have been submitted to it, a second written request for action must be submitted with a copy sent to the Association's Assistant Secretary. Address for mailing or delivery to the Secretary may be found in the phone directory for the Champion's Subdivision. If a Committee, or its designated representative, fails to give written approval or disapproval within fifteen (15) days after the second request has been submitted to it, approval will not be required and the provisions of this instrument shall be deemed to have been fully satisfied.

E. All plans for the construction of private roads and driveways and all building plans for any building (which includes but is not limited to, garages, carports, main residencies, and outbuildings), fence, wall, or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any exterior remodeling, reconstruction or alteration, or construction of any addition to any building, road, driveway, or other structure or the type and placement of any satellite dish antennae located upon any lot in such premises in the Champions Subdivision shall require the approval in writing of the appropriate Committee. Before beginning the construction of any road, driveway, building, fence, wall, or other structure whatsoever, or remodeling, reconstruction, or altering such road, driveway, or structure upon any lot, the person or persons desiring to erect, construct,

or modify the same shall submit to the appropriate Committee two (2) complete sets of road or driveway plans, showing the locations, course, and width of same or two (2) complete sets of building plans and specifications for the building, fence, wall or other structure, as is applicable, so desired to be erected, constructed, or modified. Each Committee receiving an application for its approval of a project shall inform the Assistant Secretary of the Champions Community Improvement Association (currently Dorothy Post at 444-6300) of the date and nature of the application. Until the appropriate and applicable plans, elevations, and specifications for a structure of any kind which is to be erected, constructed, placed, or maintained on a lot in the Champions Subdivision have been received and a written approval thereof issued by the appropriate Committee, such structure may not be so erected, constructed, placed or maintained on a lot in the Champions Subdivision. After written approval has been granted, erection, construction, placement or maintenance of such structure may commence, but only if such structure complys fully with such approved plans and specifications. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway, or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the appropriate Committee. The appropriate Committee shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. One copy of said plans shall be retained by the Committee or delivered to the Association for record keeping purposes.

F. No new residence, when completed, shall in any manner be occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth.

G. When the construction or remodeling of any building is once begun, work thereon must be prosecuted diligently. All work shall be completed within six (6) months from the start thereof, provided that the appropriate Committee may extend such time when in its opinion conditions warrant such extension. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any lot, except temporary toilet facilities may be located thereon pursuant to Architectural Control Committee requirements and approval reason for refusal of approval.

H. Refusal of approval of plans and specifications by a Committee may be based on any ground, including incompatibility of the proposed architectural design with the architectural design of the neighboring residences which, in the sole and uncontrolled discretion of the Committee shall be deemed sufficient reason for refusal of approval.

## VI. Enforcement

A. In the event of default on the part of the owner or occupant of any lot in the Champions Subdivision in complying with the herein listed requirements or any of them, such default continuing after ten (10) days' written notice thereof, the Champions Community Improvement Association or its agent or assignee, may without liability to the owner or occupant in trespass or otherwise, enter upon said lot and cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary so as to place said lot in a neat, attractive, healthful, safe and sanitary condition, and may charge the owner or occupant of such lot for the cost of such work or to otherwise secure compliance with these restrictions, including the seeking of court action by the Champions Community Improvement Association to correct violations of the building restrictions and/or the restraint of other activities that are in violation of these restrictions. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the property owner, a lien is herein and hereby granted against the above-described property in favor of the Champions Community Improvement Association or its agent or assignee. Any foreclosure of any prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through other court proceedings shall not cut off and extinguish the liens securing said charge which became due and payable prior to such foreclosure date should such funds resulting from the foreclosure be available, and no such foreclosure shall free any lot and/or unit from the liens securing said charge thereafter becoming due and payable, nor shall the personal obligation of the owner foreclosed be extinguished by any foreclosure.

B. For a violation or a breach of any of these Restrictions and Covenants by any person, or by virtue of any judicial proceedings, the Champions Community Improvement Association, on behalf of the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Champions

Community Improvement Association shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these Restated and Amended Restrictions and Covenants exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of these Restated and Amended Restrictions and Covenants shall not bar their enforcement. The failure to uphold any restriction in a specific case by any court shall not invalidate that restriction in future cases. The invalidation of any one or more of these Restated and Amended Restrictions and Covenants by any court of competent jurisdiction in no way shall affect any of the other Restated and Amended Restrictions and Covenants, but they shall remain in full force and effect.

Should an owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the Association, its agent or assignee, shall have the right to collect interest on such liens at a floating rate equal to the prime rate announced by Allied Champions Bank or its successors (should Allied Champions Bank or a successor thereto at any time cease to operate, the Association may substitute another bank for purposes of this paragraph without the requirement of amendment of these Restrictions or approval by the property owners) from time to time, plus two percent (2%) per annum, but in no event shall such floating rate exceed the maximum rate allowed by applicable law, and shall be entitled to receive all costs of collection, including a reasonable attorney's fee. If a bank is substituted for Allied Champions Bank by the Association, the Association will notify the property owners by posting a notice thereof one time in the community newsletter.

C. The breach of any of these Restated and Amended Restrictions and Covenants shall not defeat or render invalid the lien of any mortgage or deed of trust, outstanding against such lot and improvements thereon, at the time that these Restated and Amended Restrictions and Covenants are violated, made in good faith for value as to any lot or lots or portions of lots in such premises, but these Restated and Amended Restrictions and Covenants with respect to a lot shall be binding upon and effective against any such mortgage or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale, or otherwise.

D. No delay or omission on the part of the Champions Community Improvement Association or the owners of lots in the Champions Subdivision in exercising any rights, power, or remedy herein provided upon the event of any breach of these Restated and Amended Restrictions and Covenants shall be construed as a waiver thereof or acquiescence therein, and no right of action

shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Champions Community Improvement Association for or on account of its failure to bring any action on account of any breach of these Restated and Amended Restrictions and Covenants, or for imposing restrictions herein which may be unenforceable by the Champions Community Improvement Association.

E. In order to encourage the granting of first mortgage liens on property within this Subdivision, before the Champions Community Improvement Association may proceed to enforce its lien, granted and reserved under these Restated and Amended Restrictions and Covenants upon any property upon which there is outstanding a valid first mortgage lien, it shall be necessary that a thirty (30) day notice be sent to the nearest office of such first mortgage lien holder by registered mail of such intent, which notice may be a statement of the charges delinquent, together with the notation, "Final thirty (30) day notification to proceed to collect Maintenance Fund lien". Upon request by any first lien mortgage holder, or proposed holder, the Champions Community Improvement Association shall furnish, for the mortgage holder's file, an executed form relating the provisions of this paragraph to the applicable property.

#### VII. Existing Violations

If there exists on the effective date of the adoption of these Restated and Amended Restrictions and Covenants, any violation hereof with respect to the square footage and/or elevation of residences and garages, quality and grade of siding materials, quality and grade of roofing materials and/or placement (location) on the lot of any residence, or any part of a residence, (including eaves, steps, driveways, patios, garages and/or servants' or guest quarters), or any violation with respect to playhouses, accessory structures or improvements, and which on said date is not subject to either (i) any pending review or a denial by the applicable Architectural Control Committee, or (ii) a suit filed by the Champions Community Improvement Association and or resident(s) of the Subdivision to compel compliance with the applicable Restrictions, such violation(s) shall be waived by all parties having the right hereunder to compel compliance. However, should any such residence, or any part thereof, or any playhouse, accessory structure or improvement that would but for this exception constitute a violation hereof, thereafter be destroyed or otherwise removed from property subject to these Restated and Amended Restrictions and Covenants, then any replacement, as well as other future improvements placed on said property must be constructed in compliance herewith in all respects.



VIII.  
Amendment

These Restated and Amended Restrictions and Covenants may at any time during the term hereof, or any extension, be amended in whole or in part by the owners of a majority (more than 50%) of the residential lots in the Champions Subdivision subject to these Restrictions by executing and acknowledging an appropriate agreement or agreements, in writing, for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas. The agreement(s) so executed for this purpose shall be acknowledged by the persons executing the same in the same manner as is required for the execution of deeds entitled to be recorded in the County Clerk's office.

IX.  
Term

These Restated and Amended Restrictions and Covenants, subject to amendment pursuant to Article VIII above, are to run with the land, and shall be binding upon all property owners of lands affected, their respective heirs, executors, administrators and assigns, and any part of same, for a period of fifteen (15) years from the date hereof, at which time said covenants shall be extended automatically for successive periods of ten (10) years each, provided, that no person or corporation shall be liable for breach of these Restated and Amended Restrictions and Covenants except in respect to breaches occurring or committed during its, his or their ownership of the property involved in such breach. Deeds of conveyance of said property, or any part thereof, shall contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

WITNESS, THESE RESTATED AND AMENDED RESTRICTIONS AND COVENANTS have been executed as of the dates set forth opposite the signatures of the undersigned residents of the Champions Subdivision. THESE RESTATED AND AMENDED RESTRICTIONS AND COVENANTS may be signed in counterpart. Owners signatures begin on the next page and extend for 123 pages.

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QUENTA, TEXAS  
HARRIS COUNTY, TEXAS

## AGREEMENT FOR AMENDMENT

STATE OF TEXAS  
County of Harris

In accordance with the procedure outlined in Article VIII of the Restated and Amended Restrictions and Covenants for Champions East, Champions North, Champions Northwest, Champions South, Champions Way and Champions West Additions, Harris County, Texas, the Restated and Amended Restrictions and Covenants are hereby amended to delete Article III, Paragraph L, of the Restated and Amended Restrictions and Covenants and to substitute the following:

"On all golf course lots in Champions North Addition, suitable ornamental security fencing around swimming pools may be constructed after appropriate plans and specifications have been submitted to and approved in writing by the Architectural Control Committee.

Furthermore, Article III, R of the Restated and Amended Restrictions and Covenants is amended to read as follows:

"On Lots 1 through 4, Lots 6 through 28, all inclusive, Block 1, Champions Northwest Addition, no fence of any type shall be erected, placed or constructed closer than fifty (50) feet of the rear property line, except that suitable ornamental security fencing around swimming pools may be constructed after appropriate plans and specifications have been submitted to and approved in writing by the Architectural Control Committee.