

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHAMPIONS PARK NORTH, SECTION DUNN

STATE OF TEXAS (KNOW ALL MEN BY THESE PRESENT COUNTY OF HARRIS (

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn is made by James R. Dunn and Muriel W. Dunn, being sometimes hereinafter collectively referred to as "Declarants" and by Patrick H. McPherson and Martha R. McPherson, being sometimes hereinafter collectively referred to as "Lot Owners":

W I T N E S S E T H :

WHEREAS,, Champions Park North, Section Dunn is a duly recorded and platted subdivision in Harris County, Texas, consisting of that certain Property containing 2.7153 acres more or less and being more particularly described in Exhibit "A" which is attached to the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn and which Exhibit "A" is incorporated herein and made a part hereof for all purposes (being sometimes hereinafter referred to as the "Property"); and

WHEREAS,, the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn has heretofore been filed for record under County Clerk's Film Code No. 097-72-1485 through 097-72-1508 in the Real Property Records of Harris County, Texas; and

WHEREAS, by virtue of the provisions of Article IX, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn, the Declaration may be amended at any time during the initial term by an instrument signed by the then Owners of at least fifty-one (51%) of the total square footage of all Lots within the Property; and

WHEREAS, the Declarants are the Owners of at least fifty-one (51%) of the total square footage of all Lots within the Property;

WHEREAS, James R. Dunn and Muriel W. Dunn have executed this Amendment in their capacities as the Declarants and as the Owners of at least fifty-one (51%) of the total square footage of all Lots within the Property;

WHEREAS, Patrick H. McPherson and Martha R. McPherson are the Owners of the remaining total square footage of the Lots within the Property;

WHEREAS, the undersigned Declarants and Lot Owners are the owners of all of the total square footage of all Lots within the Property; and

WHEREAS, it is the intent and desire of said Declarants and said Lot Owners to amend certain provisions of the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn as set forth herein, but only as set forth herein, and for the purposes set forth herein; and

WHEREAS, it is not the intent of the said Declarants and said Lot Owners to amend, revise, alter or otherwise change the existing Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn, except as to those provisions of said Declaration specifically amended, revised, altered or otherwise changed by this Amendment; and

NOW, THEREFORE, said Declarants and said Owners of at least fifty-one (51%) of the total square footage of all Lots within the Property hereby amend the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn and do hereby make and file the following amended provisions of the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn:

I.

Article III, Section 1 of said Declaration is hereby amended in its entirety and Article III, Section 1 shall henceforth provide and read as follows:

ARTICLE III

Land Use and Building Restrictions

Section 1. Residential Use. No Lot shall be used for any purpose except for single family residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, nursing homes, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses, hotels, and to exclude commercial, business and professional uses whether from homes, garages, structures or otherwise, and the above described uses of such Property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected

and constructed on the Property.

No building shall be erected, altered, placed or permitted to remain on any Lot other than (a) one (1) detached single family dwelling not to exceed three stories in height, together with a private garage for not less than two nor more than six cars and servants type quarters, which may be occupied by an integral part of the family occupying the main residence on the building site (Lot) and (b) a tool shed or work shed attached or unattached to the residence building. It is specifically provided, however, that nothing herein contained shall be construed to permit or allow the use of any garage for other than, primarily, the housing of automobiles or vehicles. Any enclosure of the garage which prevents its use for such purpose is specifically prohibited. Only new construction shall be placed and erected on any Lot. It is intended hereby that any Lot within Champions Park North, Section Dunn containing at least 43,560 square feet of land may be sub-divided, provided that each such sub-divided Lot shall be used for not more than one detached single-family dwelling with a private garage to serve such dwelling and further provided that no Lot may be sub-divided without the written approval of the Board of Trustees of the Association, with such approval not to be unreasonably withheld.

All exterior construction of the residential structure, garage, porches and other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but no limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings and doors completed and covered by paint, wallpaper, paneling or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be substantially completed no later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

II.

Article V, Section 2 of said Declaration is hereby amended in its entirety and Article V, Section 2, shall henceforth provide and read as follows:

ARTICLE V

Section 2. Committee Membership. The Architectural Control Committee shall be vested in the Association which shall appoint the members of the Architectural Control Committee. James R. Dunn shall be appointed as one of the three members of the Architectural Control Committee. The Board of Trustees of the

Association may change the membership of the Architectural Control Committee at any time, except that James R. Dunn shall remain a member of the Architectural Control Committee so long as he owns any real property in Champions Park North, Section Dunn. The Board of Trustees of the Association shall be vested with the power to promulgate rules and procedures for appointment of members to said Architectural Control Committee, and to determine their length of term on the Committee and grounds for their removal.

III.

Article V, Section 3 of said Declaration is hereby amended in its entirety and Article V, Section 3, shall henceforth provide and read as follows:

Section 3. Replacement. Subject to the provisions of Section 2, in the event of death, removal, expiration of term or resignation of any member or members of the Architectural Control Committee, the successor member or members shall be appointed by the Board of Trustees of the Association and until such successor member or members shall have been so appointed, the remaining member or members of the Architectural Control Committee shall have full authority to approve or disapprove plans, specifications and plot plans submitted.

IV.

Article IX, Section 1 of said Declaration is hereby amended in its entirety and Article IX, Section 1, shall henceforth provide and read as follows:

ARTICLE IX

General Provisions

Section 1. Term. The covenants and restrictions of the Declaration and Amendment to the Declaration shall run with and bind the Property in Champions Park North, Section Dunn, and shall inure to the benefit of and be binding on the Association, the Declarant and all Lot Owners in Champions Park North, Section Dunn, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date of the Declaration and, except as hereinafter provided, ending on July 31, 2020. The rights, uses, easements and privileges of the Lot Owners in and to the common areas shall be deemed to be covenants running with the land and shall be perpetual. During such initial term, the covenants and restrictions of the Declaration and Amendment to the Declaration may be changed, amended or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of the total

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square footage of all Lots in Champions Park North, Section Dunn, with such instrument to be properly recorded in the appropriate records of Harris County, Texas. Any such change, amendment or termination of the covenants and restrictions of the Declaration and Amendment to the Declaration during such initial term shall be approved in writing by the Board of Trustees of the Association, with such approval not to be unreasonably withheld. For such change, amendment or termination to be effective, such written approval by the Board of Trustees of the Association shall be attached to and recorded with the said instrument. Upon the expiration of such initial term, said covenants and restrictions (if not previously amended, and as amended, if amended), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions to the Declaration or Amendment to the Declaration may be changed, amended or terminated at any time only by an instrument signed by the then Owners of not less than then fifty-one percent (51%) of the total square footage of all Lots in Champions Park North, Section Dunn, with such instrument to be properly recorded in the appropriate records of Harris County, Texas. Any such change, amendment or termination of the covenants and restrictions of the Declaration and Amendment to the Declaration during such ten (10) year extension periods shall also be approved in writing by the Board of Trustees of the Association, with such approval not to be unreasonably withheld. For such change, amendment or termination to be effective, such written approval by the Board of Trustees of the Association shall be attached to and recorded with the said instrument. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any Owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages and other costs for such violations or attempted violations.

v.

Article IX, Section 3 (d) is hereby added to and shall be a term and provision of said Declaration and Article IX, Section 3(d), shall henceforth provide and read as follows:

The Declarant may bring additional properties within the development of Champions Park North, Section Dunn under the provisions of Article IX, Section 3 (a) only upon the written approval of the Board of Trustees of the Association, provided that the Board of Trustees will only consider approval of additional properties which are adjacent to and contiguous with Champions Park North, Section Dunn. The Supplemental Declaration of Covenants and Restrictions with respect to any such additional property shall be approved in writing by the Board of Trustees of

the Association, subject to the foregoing provisions.

VI.

Article IX, Section 4 of said Declaration is hereby amended in its entirety and Article IX, Section 4, shall henceforth provide and read as follows:

Section 4. Enforcement. In the event of any violation or attempted violation of any of the terms or provisions of the Declaration or the Amendment to the Declaration, including any of the restrictions or covenants set forth therein, enforcement of the terms and provisions shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof, together with reasonable attorney's fees and costs of court. The terms and provisions of the Declaration and the Amendment to the Declaration may be enforced by the Association, by the Declarant or by the Owner of any Lot shown in the plat of Champions Park North, Section Dunn. It is expressly provided that, after the effective date of the Amendment to the Declaration, the terms and provisions of Article IX, Section 4 of the Amendment to the Declaration relating to the enforcement power and authority by the Association may thereafter be changed, amended or terminated only upon the written consent and approval of the Board of Trustees of the Association, with such consent and approval not to be unreasonably withheld. Failure or delay by the Association, by the Declarant, by any Owner or by any other person or entity having any rights herein to enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof. No violation of any of the terms or provisions hereof, or any portion thereof, shall affect the rights of any mortgagee under the mortgage or deed of trust presently or hereafter placed of record covering any of the land shown to be within Champions Park North, Section Dunn.

VII.

Article IX, Section 7 is hereby added to and shall be a term and provision of said Declaration and Article IX, Section 7 shall henceforth provide and read as follows:

Section 7. Corporate Entity. As provided for in Article VIII, Champions Park North Community Improvement Association,

Inc. is the property owners' association for Champions Park North, Section Dunn. Another non-profit corporation, profit corporation or other person or entity shall not be substituted for, replace, succeed or otherwise assume the duties, powers and functions of the Champions Park North Community Improvement Association, Inc. as the property owners' association for Champions Park North, Section Dunn without the written approval of the Board of Trustees of the Association. Any and all references in the Declaration or in this Amendment to the Declaration to the Champions Park North Community Improvement Association or to the Association shall mean and refer to the Champions Park North Community Improvement Association, Inc.

VIII.

Article IX, Section 8 is hereby added to and shall be a term and provision of said Declaration and Article IX, Section 8 shall henceforth provide and read as follows:

Section 8. Standing. The Association shall have legal standing to bring any actions, either at law or in equity, for purposes of collecting the regular, annual assessments; enforcing any and all covenants, conditions, restrictions, or other rights granted under the Declaration and Amendment to the Declaration; to enforce any other rights, obligations, benefits, or liens created in the Declaration and Amendment to the Declaration; to seek injunctive relief for violations of the restrictive covenants; to seek monetary damages, attorney's fees, costs and interest as provided in the Declaration and Amendment to the Declaration; to foreclose on any liens or Vendor's Liens as provided in the Declaration and Amendment to the Declaration; and to take any other action necessary or proper to protect and defend any duties, obligations, benefits, liens and rights conferred herein.

IX.

Article IX, Section 9 is hereby added to and shall be a term and provision of said Declaration and Article IX, Section 9 shall henceforth provide and read as follows:

Section 9. Approval of Declaration and Annexation by Association. The Association hereby formally ratifies and approves the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn (as amended herein) and this Amendment to the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn. The Association hereby formally ratifies and approves the annexation of Champions Park North, Section Dunn (as same is legally described in Exhibit "A" attached to the Declaration). The Association certifies that such ratification and approval have been duly authorized by all necessary corporate proceedings

and actions and that all appropriate corporate meetings were held to authorize the aforementioned ratification and approval and that all corporate resolutions were properly adopted prior to the time of execution of this instrument.

Article IX, Section 10 is hereby added to and shall be a term and provision of said Declaration and Article IX, Section 10 shall henceforth provide and read as follows:

Section 10. Mediation. The Declarants and the Association hereby agree and covenant that a good-faith effort will be made to resolve any dispute, claim or controversy that may arise between the Declarants and the Association. Any dispute, claim or controversy arising between Declarants and the Association involving any covenant or provision of the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn and/or this Amendment to the Declaration that is not resolved by the parties through direct communication, without mediation, shall be promptly submitted to mediation. The parties shall mutually agree upon a mediator and, in the event that the parties shall fail to so agree, then the mediator shall be selected by the Dispute Resolution Center of the Houston Bar Association or such other mediation entity that may hereafter be established by the Houston Bar Association. The mediator will have the duty and responsibility to assist the parties in resolving all issues submitted for mediation. Both parties agree to cooperate and operate in good faith to resolve all matters in dispute with the assistance of the mediator. The mediator's fees and expenses shall be shared equally by the parties, unless the parties agree otherwise in writing. Mediation will terminate upon the occurrence of either one of the following conditions: (1) a written agreement signed by the parties; or (2) a determination by the mediator that the parties are at an unresolvable impasse. The mediator will never participate in any claim or controversy covered by this Section as a witness, collateral contact, or attorney and may not be called as a witness to testify in any proceeding involving the subject matter of the mediation. The provisions of the Texas Rules of Civil Evidence will apply to all offers to compromise and settlement negotiations during the process of the mediation. The mediator shall have no authority to require any concessions or agreements. However, an agreement relating to the matter or claim in dispute or controversy shall be binding upon the Declarants and the Association if the agreement is signed by the Declarants and a duly authorized member of the Board of Directors of the Association and the agreement is subsequently approved by the Board of Directors. A good faith attempt to mediate the dispute, claim or controversy shall be a prerequisite to the filing of any litigation involving the dispute, claim or controversy, unless the particular circumstances of the dispute, claim or controversy necessitate the filing of such litigation, without attempted mediation, by a party so to prevent irreparable harm, injury or

loss to that party or because a delay might result in prejudicing that party's case.

XI.

Article IX, Section 11 is hereby added to and shall be a term and provision of said Declaration and Article IX, Section 11 shall henceforth provide and read as follows:

Section 11. Effect of Amendment. Any and all terms, provisions, covenants, conditions and restrictions of the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn which are not expressly revised, altered, amended or changed by this Amendment shall remain in full force and effect.

XII.

Article IX, Section 12 is hereby added to and shall be a term and provision of said Declaration and Article IX, Section 12 shall henceforth provide and read as follows:

Section 12. Effective Date. When the required approval of this Amendment to the Declaration has been obtained, this Amendment to the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn shall become effective and of legal force on the date that this Amendment to the Declaration is filed for record in the Real Property Records of the County Clerk's Office of Harris County, Texas, or for record in such other records of real property in the County Clerk's Office of Harris County, Texas in which such records are customarily filed. Every contract, deed or other instrument of conveyance which has been executed or may be hereafter executed with regard to the above-described Lots and Property in Champions Park North, Section Dunn shall be conclusively deemed to have been executed, delivered and accepted with the aforementioned amended covenants, conditions, restrictions and other provisions, regardless of whether or not said amended covenants, restrictions, conditions and other provisions are set out in full or incorporated therein. All the terms and provisions hereof shall be binding on all of the parties hereto, all signatories hereto, all persons or entities who own or possess an interest or title to any Lot(s) and Property in Champions Park North, Section Dunn, whether heretofore or hereafter acquired, and all persons or entities claiming an interest by deed, contract for deed, lease or rental agreement, and/or other conveyance, and to their respective heirs, personal representatives, successors, executors, administrators, legal representatives and assigns.

WE, THE UNDERSIGNED DECLARANTS AND LOT OWNERS, JAMES R. DUNN AND MURIEL W. DUNN, AND LOT OWNERS, PATRICK H. MCPHERSON AND MARTHA R. MCPHERSON, HEREBY CONSENT to this Amendment to the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn and hereby agree that the Lot and/or Property to which we hold record title, as described herein, shall be and is hereby subject to this Amendment to the Declaration. We agree that all the terms and provisions hereof shall extend to and be binding on all of the parties hereto and their respective heirs, personal representatives, successors and assigns, and to all other persons and entities bound by the terms and provisions of the Declaration and this Amendment to the Declaration.

IN WITNESS WHEREOF, the said Declarants, Lot Owners and other signatories to this Amendment to the Declaration have executed this instrument in Harris County, Texas, on the date of their respective acknowledgments hereto.

DECLARANTS

James R. Dunn
as Declarant and as Lot Owner

Muriel W. Dunn
as Declarant and as Lot Owner

LOT OWNERS

Patrick H. McPherson

Martha R. McPherson

**CHAMPIONS PARK NORTH COMMUNITY
IMPROVEMENT ASSOCIATION, INC.,
a Texas Non-Profit Corporation**

By: _____
Stephen W. Green
Its President

ATTESTED TO:

Its Secretary

STATE OF TEXAS {

COUNTY OF HARRIS {

BEFORE ME, the undersigned authority, on this ____ day of _____, 1998, personally appeared Stephen W. Green, President of the Champions Park North Community Improvement Association, Inc., a Texas Non-Profit Corporation, known to me to be the person subscribed hereto, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation and on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS
NOTARY'S PRINTED NAME:

My Commission Expires:

STATE OF TEXAS {
COUNTY OF HARRIS {

BEFORE ME, the undersigned authority, on this day personally appeared James R. Dunn, as the Declarant and the Owner of at least fifty-one (51%) of the total square footage of all Lots within the Property, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacities therein expressed and for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THIS, this _____ day of _____, 1998 to certify which witness my hand and seal of office.

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY:

MY COMMISSION EXPIRES:

STATE OF TEXAS {
COUNTY OF HARRIS {

BEFORE ME, the undersigned authority, on this day personally appeared Muriel W. Dunn, as the Declarant and the Owner of at least fifty-one (51%) of the total square footage of all Lots within the Property, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in the capacities therein expressed and for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THIS, this _____ day of _____, 1998, to certify which witness my hand and seal of office.

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY:

MY COMMISSION EXPIRES:

STATE OF TEXAS {

COUNTY OF HARRIS {

BEFORE ME, the undersigned authority, on this day personally appeared Patrick H. McPherson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THIS, this ____ day of _____, 1998, to certify which witness my hand and seal of office.

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY:

MY COMMISSION EXPIRES:

STATE OF TEXAS {

COUNTY OF HARRIS {

BEFORE ME, the undersigned authority, on this day personally appeared Martha R. McPherson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THIS, this ____ day of _____, 1998, to certify which witness my hand and seal of office.

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY:

MY COMMISSION EXPIRES:

STATE OF TEXAS {
COUNTY OF HARRIS {

BEFORE ME, the undersigned Notary Public, on this day personally appeared James R. Dunn, who, being by me duly sworn on his oath, deposed and said that he is still the Declarant, that no additional properties have been brought into Champions Park North, Section Dunn under Article IX, Sections 3 (a) and 3 (b) or otherwise and that the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn has not heretofore been changed, amended or terminated prior to the execution of the herein contained Amendment to the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn.

SWORN AND SUBSCRIBED before me on this _____ day of _____, 1998, to certify which witness my hand and seal of office.

NOTARY PUBLIC, STATE OF TEXAS
Printed Name of Notary:

STATE OF TEXAS {
COUNTY OF HARRIS {

BEFORE ME, the undersigned Notary Public, on this day personally appeared Muriel W. Dunn, who, being by me duly sworn on her oath, deposed and said that she is still the Declarant, that no additional properties have been brought into Champions Park North, Section Dunn under Article IX, Sections 3 (a) and 3 (b) or otherwise and that the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn has not heretofore been changed, amended or terminated prior to the execution of the herein contained Amendment to the Declaration of Covenants, Conditions and Restrictions for Champions Park North, Section Dunn.

SWORN AND SUBSCRIBED before me on this _____ day of _____, 1998, to certify which witness my hand and seal of office.

NOTARY PUBLIC, STATE OF TEXAS
Printed Name of Notary: