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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CHAMPIONS PARK NORTH, SECTION FOUR, PHASE II
A SUBDIVISION IN HARRIS COUNTY, TEXAS

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THE STATE OF TEXAS

COUNTY OF HARRIS

This Declaration is made by Champions Park New Home Sales, Inc., a Texas corporation, and Dimensional Investment Corp., a Texas corporation, hereinafter called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain property known as Champions Park North, Section Four, Phase II a subdivision in Harris County, Texas, according to the map or plat thereof filed of record under Film Code No. 355095 of the Map Records Harris County, Texas; and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against all of Champions Park North, Section Four, Phase II in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon all of Champions Park North, Section Four, Phase II and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, their heirs, successors and assigns.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Champions Park North Community Improvement Association, its successors and assigns, provided for in Article VII hereof.

Section 2. "Properties" shall mean and refer to all of Champions Park North, Section Four, Phase II.

Section 3. "The Subdivision" shall mean and refer to the properties as defined above and any properties which are within, and any additional property which may hereafter be brought within the scheme of Covenants and Restrictions imposed by this Declaration, by other Declarations and by Supplemental Declarations imposing Covenants and Restrictions administered by the Association pursuant to the provisions set forth herein and which are within or are hereafter brought within the jurisdiction of the Association.

Section 4. "Lot" and/or "Lots" shall mean and refer to the lots shown upon the subdivision plat. References herein to "the lots (each lot) in the subdivision" shall mean and refer to lots as defined respectively in this Declaration and all Supplemental Declarations.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate. References herein to the "owners in the subdivision" shall mean and refer to owners as defined respectively in this Declaration and all other Declarations and Supplemental Declarations imposing covenants and restrictions administered by the Association.

Section 6. "Subdivision Plat" shall mean and refer to the map or plat of Champions Park North, Section Four, Phase II filed of record under Film Code No. 355095 of the Map Records of Harris County, Texas and any recorded plat thereof.

Section 7. "Architectural Control Committee" shall mean and refer to the Champions Park North Architectural Control Committee provided for in Article V hereof.

Section 8. "Declarant" shall mean and refer to Champions Park New Home Sales, Inc., its successors and assigns, and Dimensional Investment Corp., a Texas corporation, including lienholder as defined in Article IX, Section 4 hereinafter and any other successor or assign which acquires more than one undeveloped Lot from Declarant for the purpose of development.

Section 9. "Common Properties" shall mean and refer to such property as the Association may acquire or may have acquired, at any time or from time to time, by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications by Declarant or Declarant's predecessors in title. Reference herein to "the common properties in the subdivision" shall mean and refer to common properties as defined respectively in this Declaration and all other Declarations and Supplemental Declarations imposing covenants and restrictions administered by the Association.

Section 10. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the common properties, except those as may be expressly excluded herein. Also, in some instances, common facilities may consist of improvements for the use and benefit of all owners in the subdivision constructed on portions of one or more lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of the Declaration. By way of illustration, common facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment, fountains, statuary, sidewalks, common driveways, landscaping, swimming pools, tennis courts, boat ramps, and other similar appurtenant improvements. References herein to "the common facilities (any common facility) in the subdivision" shall mean and refer to common facilities as defined respectively in this Declaration and all other Declarations and Supplemental Declarations imposing covenants and restrictions administered by the Association.

Section 11. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants and Restrictions bringing additional property within the scheme of this Declaration under the authority provided in Article IX hereof. Reference herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

Section 12. "Member" and/or "Members" shall mean and refer to all those owners who are members of the Association as provided in Article VII, Section 1 hereof, together with all the owners in the subdivision who are members of the Association as provided in all other Declarations and Supplemental Declarations imposing covenants and restrictions administered by the Association.

Article II

Reservations, Exceptions and Dedications

Section 1. The subdivision plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such subdivision plat further establishes certain restrictions applicable to the properties, including, without limitations, certain minimum set-back lines. All dedications, limitations, restrictions and reservations imposed by this Declaration or shown on the subdivision plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part hereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the subdivision plat for the purpose of construction, maintaining and repairing a system or systems of electric power, telegraph and telephone line or lines, gas sewers, or any other utility Declarant see fit to install in, across and/or under the properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the Champions Park North Architectural Control Committee.

Section 4. Neither Declarant nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by said easements.

Section 5. It is expressly agreed and understood that the title conveyed by Declarant to any lot or parcel of land within the properties by contract, deed or other conveyance shall be subject to (a) any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone or other utility purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the properties and (b) the right of Declarant, its successors and assigns, to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party (and such right is hereby expressly reserved).

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; provided that, until Declarant, its successors or assigns, has sold all of the lots in the subdivision, any lot may be used by Declarant for the erection and operation of a sales office, construction office, or model home. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses, hotels, and to exclude commercial, business and professional uses whether from homes, residents 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 in Champions Park North, Section Four, Phase II.

No buildings shall be erected, altered, placed or permitted to remain on any lot other than (a) one detached single-family dwelling not to exceed three (3) stories in height, together with a private garage for not less than two (2) nor more than six (6) cars and servant's type quarters, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises, and (b) a toolshed or workshed attached or unattached to the residence building, provided, however, nothing herein shall be construed to permit or allow the use of any garage for other than, primarily, the housing of automobiles and 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.

All exterior construction of the residential structure, garage, porches and any other appurtenances or appendages of every kind and character on any lot and all interior construction (including but not 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 completed not 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 foundation forms are set.

Section 2. Dwelling Size and Construction. No main one story residential structure shall be placed on any lot unless its living areas has a minimum of two thousand (2000) square feet of floor area, exclusive of porches and garages. The total living area, exclusive of porches and garages of the one and one-half (1-1/2), two (2) or three (3) story residences shall not be less than two thousand (2000) square feet and the ground floor areas of such one and one-half (1-1/2), two (2) and three (3) story residences, including porches, shall not be less than one thousand two hundred (1200) square feet. All residential structures shall be constructed on a concrete slab, the exterior walls of all residential structures shall be erected with at least a fifty-one percent (51%) brick or masonry veneer and all exterior first floor walls facing a street shall be erected with a complete brick or masonry veneer, except that the Architectural Control Committee has the authority to approve residential construction utilizing other building materials. All roofs of any permitted structures of whatever type shall be constructed of composition shingles or alternate materials, as approved by the Architectural Control Committee.

Section 3. Temporary Structure. No structure of any temporary character, trailer, basement, tent, detached living quarters of any kind (except for living quarters contained thereon for bona fide servants), bath, treehouse, playhouse, or other outbuilding shall be used on any lot at any time unless such outbuilding is in the rear yard, is less than six (6) feet tall exclusive of the roof, and unless the rear yard is enclosed with a fence at least six (6) feet high. Under no circumstances shall an outbuilding be used as a residence, either temporarily or permanently.

Section 4. Garages. Garages must be provided for all residences and in no case shall a carport act as or be substituted for a garage. No garage shall be placed or maintained on any side or rear easement.

Section 5. Wall, Fences and Hedges. No wall, fence or hedge in excess of three (3) feet in height shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall or hedge shall be more than eight (8) feet in height, with the exception of brick posts, which shall be allowed to a maximum of nine (9) feet. Fences visible from the street shall be constructed in such a manner that smooth face pickets will face the street and horizontal rails and vertical posts face into the rear or side yard. No fence, wall hedge, pergola or other attached or detached structure shall be erected, grown or maintained on any part of any lot parallel to the street and/or forward of the building line of such lot as the case may be. Fences visible from any street should be constructed in such a manner that smooth face pickets will face the street and horizontal rails and vertical posts face into the rear or side yard. In no event, shall any fences or walls constructed of chain link or any form of metal, wire or wire mesh be erected, nor shall any wall, hedge, pergola, or other attached or detached structure be erected, grown, or maintained on any part of the lot which is in excess of eight (8) feet in height, except brick posts, which shall be allowed to a maximum height of nine (9) feet, nor shall any wall, hedge, pergola, or other attached or detached structure be permitted in front of the residential building should such be perpendicular to the street, unless it has first been approved in writing by the Architectural Control Committee. Any wall, fence or hedge erected as a protective screening on a lot by Declarant shall pass ownership with title to the property and it shall be Owner's responsibility to maintain said protective screening thereafter. No chain link fence or chain type fence shall be allowed in the subdivision.

Section 6. Antennas. No electronic antennae or device of any type other than one antennae for receiving television signals, FM signals and/or citizen's band signals shall be erected, constructed, placed or permitted to remain on any lots, residences

thereon or other permitted buildings constructed in the properties. The foregoing restrictions also apply to "dish-type" antennae and specifically limit the diameter of such antennae to not more than three feet. The permitted antennae may be free standing (with or without down guys) or may be attached to the residential structure; however, in any event the antennae's location shall be restricted to the rear of the residential structure or to the rear of the roof ridge line, gable or center line of the residential structure so as to be hidden from sight, to the extent practicable, when viewed from the front of the lot and in no event shall any antennae of any kind extend to a height which is more than five (5) feet above the highest point of the roof of the main residential structure on such lot.

Section 7. Outdoor Swimming Pools, Hot Tubs and Spas. The design and location of outdoor swimming pools, hot tubs, and spas, must be approved by the Architectural Control Committee, and such pools, etc. must be fenced in accordance with Section #5 above.

Section 8. Lot Area. No lot may be resubdivided that would permit additional building sites to be erected on said lot or any portion thereof other than those herein permitted, and boundary lines and lot areas as specified in the map of this subdivision, filed of record under Film code No. 355095 of the Map Records of Harris County, Texas, shall remain fixed subject to amendments as hereinafter provided.

Section 9. Signs. No sign, advertisement, billboard or advertising structure of any kind erected or maintained on any lot without the consent in writing of the Architectural Control Committee, except one (1) sign of no more than twenty-four (24) inches square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period as established by the Developer. Developer or Architectural Control Committee shall have the right to remove any such sign, advertisement, billboard or structure which is placed on any lot without consent, and in so doing, Developer or the Architectural Control Committee shall not be liable, and are expressly relieved from any liability for trespass arising from such removal.

Section 10. Oil and Mining Operations. No oil drilling, oil development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 11. Livestock, Poultry, Reptiles and Insects. No animals, livestock, poultry, reptiles, or insects of any kind shall be raised, bred or kept on any lot except that dogs, cats and other

household pets (not to exceed two of each category) may be kept, provided that they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the Owner of such lots, and provided that they are not allowed to roam or wander unleashed in the neighborhood.

Section 12. Storage and disposal of Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste materials and such refuse shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which time these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

Section 13. Vehicle Parking. All boats, boat trailers, boat rigging, truck cabs, trailer cabs, trailer houses or campers shall be parked or placed in the garage of the Owner unless they are only temporarily (for a period not to exceed three consecutive days) parked or placed on the driveway no closer to the street than the building front set-back line as shown on the recorded plat of the subdivision. The parking of automobile vehicles on road shoulders or on the streets bordering any lot for a period longer than twenty-four (24) hours is prohibited.

Section 14. Removal of Dirt. The digging of dirt or the removal of dirt from any lot is expressly prohibited, except when necessary in conjunction with construction being done on such lot. No tree shall be cut on any lot except to provide room for construction of buildings or to remove diseased, damaged, dead or unsightly trees, and except with prior written approval of the Architectural Control Committee.

Section 15. Water and Sewage Disposal Systems. No water well or septic tank shall be utilized or maintained on any lot in Champions Park North, Section Four, Phase II.

Section 16. Nuisances. No noxious or offensive trade or activity shall be carried on or permitted upon the properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The use of fireworks, including, but not limited to, bottle rockets, sky rockets or firecrackers, shall be strictly prohibited and shall be deemed a nuisance per se.

Section 17. Visual Construction at the Intersection of Public Streets. Except for such objects or things that may be placed, planted or permitted by Declarant, no object or thing that obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lot.

Section 18. Lot Maintenance. The Owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment (except for normal residential requirements or incident to construction of improvements thereon as herein permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything on any lot (except by use of an incinerator as permitted by law). The drying of clothes in full public view is prohibited and the Owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public: the drying of clothes, yard equipment, wood piles or storage piles that are incident to the normal residential requirements of a typical family.

Section 19. Composite Building Site. Any Owner of one or more adjoining lots or portion thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site, in which case set-back lines shall be measured from the resulting property lines. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of the lots in the same block. For purposes of maintenance assessments and special assessments as provided for herein, any additional lot or fraction of a lot included in a composite building site shall be disregarded in calculating the total of such assessment levied against such a composite building site.

Section 20. Building Location. No structure shall be located on any lot between the building set-back lines shown on the subdivision plat and the street. No building shall be located on any lot nearer than twenty-five (25) feet from the front line of such lot. No building shall be located nearer than five (5) feet to any interior lot line not abutting a street nor nearer than ten (10) feet to any lot line (which is not the front lot line) which abuts a street; provided however, a garage or other permitted accessory building located fifty-five (55) feet or more from the front line may be located within three (3) feet of an interior lot line not abutting a street. No main residence building, nor any part thereof, shall be located on any lot nearer than ten (10) feet to the rear lot line. For the purposes of this section, eaves, steps and open porches shall not be considered as a part of the

building; provided, however, that the foregoing shall not be construed to permit any portion of a building on any lot to encroach upon another lot or to extend beyond the building set-back line. For the purposes of this Declaration, the front lot line of each lot shall coincide with and be the lot line having the shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building will face the front of the lot, and each detached and/or attached garage will be located at least forty-five (45) feet from the front lot line of the lot on which it is situated and will be provided with driveway access from the front of the lot; provided that such access may be from the front or side of all corner lots; provided that the Architectural Control Committee, in its discretion may permit side access, such permission to be granted in writing as hereinafter provided. For purposes hereof, the term "corner lot" shall mean and refer to any lot which abuts more than one street. On corner lots no garage may face the front of a residence across the side street.

Section 21. Service Riser Conduit. Each residential structure shall have installed on the outside wall thereof a service riser conduit, beginning at least thirty (30) inches below the surface of the ground and terminating at the meter socket on such wall.

Section 22. Notification and Remedies. In the event of default on the part of the Owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant, its agents, or agents of the Architectural Control Committee 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 to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt. If such Owner or occupant fails to pay such statement upon receipt, such Owner or occupant shall thenceforth be liable for interest on such amount at the rate of 10% per annum, together with reasonable attorney's fees and/or other expenses of collection.

ARTICLE IV

Easements

Section 1. Utilities Facilities. It is expressly agreed and understood that the title conveyed by Declarant to any lot by contract, deed or other conveyance shall not in any event be held or construed to convey title to the water, gas, storm sewer,

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electric lights, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenance thereto constructed by or under Declarant or its agents or by any public utility companies through, along or upon said easements or any part thereof to serve said lot or any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Declarant. Easements for installation and maintenance or utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision. No lot owner shall erect any wall, fence, barbecue pit or other landscaping structure within the area of the overhead power easement which encircles the property, or any path easement designated on the plat of this subdivision, nor shall any hedges, shrubs, trees or other bushes be planted within, across or over such easement or easements.

Section 2. Easements for Surface Drainage. No wall, fence, hedge, or other obstacles shall be constructed so as to prevent natural surface drainage across adjoining lots.

ARTICLE V

Architectural Control Committee

Section 1. Duties of Architectural Control Committee. No building or other improvements shall be erected, placed or altered on any residential building site or lot until the construction plans, specifications and drawings showing the front elevation have been approved. It is also understood that prior to the pouring of the slab, but after the forming, a slab survey will be supplied to the Architectural Control Committee as to use, conformity, and harmony with the external design of the existing structures in Champions Park North, Section Four, Phase II, as to the location of building and improvements with respect to topography and finished grade elevation. A majority of the Architectural Control Committee may designate a representative with authority to approve the design and location of any building. Any approval or disapproval by the Architectural Control Committee of any matters herein required or permitted shall be in writing. If the Architectural Control Committee or its designated representative fails to give written approval within thirty (30) days after any plans and specifications have been submitted to it, or in any event, if plans and specifications have been duly submitted for approval and no suit to enjoin the construction under any such plans and specifications has been commenced prior to completion of the improvements, approval will not be required and the provisions of this agreement shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their sole judgement, such deviation will result in a more commonly

beneficial use. Such approval must be granted in writing and, when given will become a part of these restrictions.

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Section 2. Committee Membership. The Architectural Control Committee members shall be three (3) in number, and shall be composed of M.B. Schauer, Robert A. Hudson, and the President of the Association, who by a majority vote may designate a representative to act for them. At any time, the then record owners of 75% of the lots shall have the power through a duly recorded instrument to change the membership of the Architectural Control Committee or to withdraw the Architectural Control Committee or restore to it any powers and duties.

Section 3. Replacement. In the event of death or resignation of any member or members of said Architectural Control Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on or after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Architectural Control Committee by this covenant shall cease and terminate; provided, that any time after January, 2001 by vote of seventy-five percent vote of the record owners of the lots, the Community Improvement Association may assume the duties and powers of the Architectural Control Committee.

Section 6. Variances. Article III of this Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval and grant its permission for such variance, only by

written instrument, addressed to the Owner of the lot(s) relative to which such variance has been requested, expressing the decision of the Architectural Control Committee to permit the variance, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternative materials to be permitted, the alternate fence height approved or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Architectural Control Committee's designated representative if one has been designated under the authority contained in Section 2 above). Any request for a variance shall be deemed to have been disapproved for the purpose hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, and/or the term of the Architectural Control Committee shall have expired and the Board of Trustees of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or the Board of Trustees of the Association in the manner provided herein. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

ARTICLE VI

Underground Electrical

Section 1. Underground Electric System. An underground electric distribution system will be installed in that part of Champions Park North, Section Four, Phase II designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in the subdivision. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwellings, underground service area embraces all of the dwelling units involved. The Owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer shall at his or its own cost furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energize secondary junction boxes, such point of attachment to be made

available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the subdivision plat or by separate instrument 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 and installed service wires. In addition, the Owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, houses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Declarant or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant has paid to the company an amount representing the excess in cost for the entire Underground Residential Subdivision of the underground distribution system over the cost of equivalent overhead facilities to serve such subdivision or (b) the owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit, plus (2) the cost of rearranging and adding electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

No provision of this Section (the text of which is prescribed by the electric company) shall in any manner operate or be construed to permit the construction on any lot of any type of

residential structure other than a single family residence as provided in Article III, Section 1.

ARTICLE VII

Champions Park North Community Improvement Association

Section 1. Membership. Every owner of a lot in the subdivision which is subject to a maintenance charge assessment by the Association, including contract sellers, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the lots which is subject to assessment by the Association. Ownership of such lots shall be the sole qualification for membership.

Section 2. Non-Profit Corporation. Champions Park North Community Improvement Association, a non-profit corporation has been organized to assume and perform the duties and functions of the Association. All obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

Section 3. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 4. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

Section 5. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 of this Article VII with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in the subdivision in which they hold the interests required for membership by Section I. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. The Class B member shall be the Declarant defined in this Declaration. The Class B member shall be entitled to three (3) votes for each lot in the subdivision in which it holds the interest required for membership by Section II, provided however, that the Class B membership shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

b. On January 1, 1995.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

ARTICLE VIII

Covenants for Regular, Annual and Special Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each lot or composite building site in the properties is hereby severally subjected to, and the Declarant, for each lot or composite building site owned by it within the property, hereby covenants, and each owner of any lot or composite building site in the properties, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following charges and assessments which shall run with the land and be in the same and equal amount for each lot or composite building site in the properties:

(a) a regular annual maintenance assessment in the amount per annum specified, and subject to increase or decrease as provided in Section 3 below; and

(b) special assessments as provided for in Section 4 below;

Such assessments to be established and collected as hereinafter provided and which shall constitute the proceeds of a fund (hereinafter called "the maintenance fund") to be used for the purposes hereinafter provided. Such regular annual maintenance assessments, and such special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the lot or composite building site and shall be a continuing lien upon the lot or composite building site against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot or composite building site at the time when the assessment became due, but such personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The maintenance fund shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the subdivision, and the Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of the subdivision provided, however, that

each future section of Champions Park North, Section Four, Phase II (and any other property or properties included in the subdivision), shall be entitled to the benefit of this maintenance fund, but be impressed with and subjected to an annual maintenance charge and assessment on a uniform, per lot or composite building site basis, substantially equivalent to the maintenance charge and assessment imposed hereby, to special assessment provisions consistent with those contained in this Declaration, and further made subject to the jurisdiction of the Association in the manner provided in Article VII hereof.

Uses and benefits to be provided by said Association shall include, by way of example but without limitation, at its sole option, any and all of the following: maintaining parkways, rights-of-way, easements and esplanades; furnishing and maintaining landscaping, lighting and beautification of the properties; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the properties which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; to pay the expenses for all utilities or services furnished to the common properties and common facilities in the subdivision; to pay the expenses for the maintenance, repair, care, upkeep, beautification, protection, taxes, insurance, replacement, reconstruction, management, supervision and operation of or for the common properties and common facilities in the subdivision; to pay for capital improvements to such common properties and common facilities; and doing such other things and taking such other actions as are necessary or desirable in the opinion of the Association to keep the properties and the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the lots or composite building sites in the subdivision, it being understood that the judgement of the Association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

Section 3. Maximum Regular Annual Assessment. Until January 1, 1994, the maximum regular annual assessment shall be \$515.78 per lot or composite building site, per annum. From and after January 1, 1994, the maximum annual assessment may be increased by the Board of Directors of the Association each year without a vote of the membership by any amount not in excess of fifteen (15) percent of the maximum annual assessment for the previous year.

Section 4. Special Assessments. The Board of Directors of the Association, from time to time by the adoption of a resolution for such purpose, subject to ratification by the members of the Association as hereinafter provided, may levy and impose, against each lot or composite building site in the subdivision, a special assessment for a specific amount, which shall be equal for each

such lot or composite building site, for the purpose of purchasing equipment or facilities for the common properties or common facilities in the subdivision and/or for defraying in whole or in part the cost of constructing new capital improvements or altering, remodeling, restoring or reconstructing previously existing capital improvements upon such common properties or common facilities, including fixtures and personal property related thereto; provided, however, that before any such resolution shall become effective it shall be ratified either (i) by the assent in writing of the members of the Association who in the aggregate then own at least 75% of the lots or composite building sites in the subdivision if no meeting of the membership is held for ratification, or (ii) by the assent of 75% of the votes of the members of the Association who are present and voting in person or by proxy at a special meeting of the membership called for this purpose and at which a quorum is present. The owner of each lot or composite building site subject to such assessment shall pay his special assessment to the Association at such time or times and in such manner as provided in such resolution.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring on action at law against the owner personally obligated to pay the same, or foreclose the lien created hereby against the lot. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or composite building site.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein, as it applies to any lot or composite building site, shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the owner of any such lot or composite building site to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot or composite building site, and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot or composite building site upon which there is an outstanding valid and subsisting mortgage lien, said beneficiary shall give the holder of such mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the delinquent assessment(s) upon which the proposed action is based. Upon the request of any such mortgage lien holder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular lot or composite building site covered by such mortgage lien to the holder thereof. No sale or transfer of a lot or composite building site shall relieve the owner of such lot or composite building site from liability for any

assessments theretofore having become due on such lot or composite building site from the lien thereof.

ARTICLE IX

General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the properties, and shall inure to the benefit of the Association and all owners in the subdivision, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending July 31, 2020. During such initial term, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then owners of not less than fifty-one percent (51%) of all lots in the properties, and properly recorded in the appropriate records of Harris County, Texas. Upon the expiration of such initial term, said covenants and restrictions (if not previously terminated and as changed, if changed), 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 of this Declaration may be changed or terminated only by an instrument signed by the then owners of not less than fifty-one percent (51%) of all the lots in the properties, and properly recorded in the appropriate records of Harris County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other owner to prosecute any proceedings 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 or other dues for such violations.

Section 2. Severability. In the event that any of the provisions hereof, or any portion thereof, shall become or be held to be invalid, whether by judicial decision or otherwise, such invalidity shall not affect, alter or impair any other provision hereof that was not so declared invalid and such other provisions shall be and remain in full force and effect in accordance with the terms hereof.

Section 3. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development of Champions Park North, Section Four, Phase II upon the approval of the Board of Trustees of the Association, in its sole discretion. Any additions authorized

under this and the succeeding subsection, shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property and the execution thereof by members of the Board of Trustees of the Association shall constitute all requisite evidence of the required approval thereof by such Board of Trustees. Such Supplemental Declaration must impose an annual maintenance assessment on the property covered thereby, on a uniform, per lot or composite building site basis, substantially equivalent to the maintenance charge and assessment imposed by this Declaration, must impose provision for special assessments consistent with those contained in this Declaration, and may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands.

(b) Other Additions. Upon the approval of the Board of Trustees of the Association, in its sole discretion, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file for record a Supplemental Declaration of Covenants and Restrictions upon the satisfaction of the conditions specified in subsection (a) above.

(c) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration and all Supplemental Declarations, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

Section 4. Joinder by Lienholder. The undersigned lienholder joins herein solely for the purpose of subordinating the liens held by it of record upon the properties to the covenants, conditions and restrictions hereby imposed by the Declarant with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration.

Section 5. Enforcement. In the event of any violation or attempted violation of any of the terms or provisions hereof,

including any of the restrictions or covenants set forth herein, 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, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there is any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself entitled by reason of such violation of the terms and provisions hereof, together with reasonable attorney's fees. The terms and provisions hereof may be enforced by Declarant, or by the owner of any lot shown in the plat of Champions Park North, Section Four, Phase II. Failure of anyone so 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 mortgage under the mortgage or deed of trust presently or hereafter placed of record covering any of the land shown to be within.

Section 6. Binding Effect. All of the terms hereof shall extend and be binding on all of the parties hereto and their respective heirs, personal representatives, successors and assigns.

EXECUTED this the 17th day of March, 1993.
CHAMPIONS PARK NEW HOME SALES, INC.

(4/10)

Monte B. Schauer
M.B. Schauer, President

DIMENSIONAL INVESTMENT CORP.

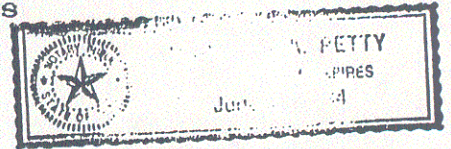
/o

Chayn Mousa
Chayn Mousa, President

THE STATE OF TEXAS }
COUNTY OF HARRIS }

This instrument was acknowledged before me on March 17, 1993 by Monte B. Schauer, President of Champions Park New Home Sales, Inc., a Texas corporation.

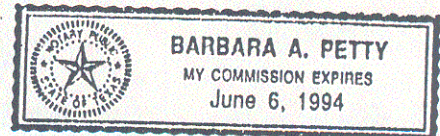
Barbara A. Petty
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF HARRIS }

This instrument was acknowledged before me on March 17, 1993 by Chayn Mousa, President of Dimensional Investment Corp., a Texas corporation.

Barbara A. Petty
Notary Public, State of Texas



SPRING NATIONAL BANK, being the owner and holder of a lien(s) against lots in Champions Park North, Section Four, Phase II does hereby in all things subordinate its interest and lien(s) in said property to the purposes and effect of this Declaration of Covenants, Conditions and Restrictions of Champions Park North, Section Four, Phase II, a subdivision in Harris County, Texas and it hereby confirms that it is the present owner of said lien(s).

[Handwritten Signature]

SPRING NATIONAL BANK

BY:-----
John Avara, Senior Vice President

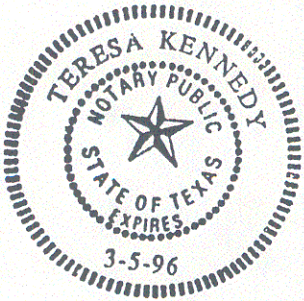
[Handwritten mark]

THE STATE OF TEXAS)
COUNTY OF HARRIS)

This instrument was acknowledged before me on March 18, 1993 by John Avara, Senior Vice President of Spring National Bank.

[Handwritten Signature]

Notary Public, State of Texas



122-55-0782

NORTHWEST BANK, being the owner and holder of a lien(s) against lots in Champions Park North, Section Four, Phase II does hereby in all things subordinate its interest and lien(s) in said property to the purposes and effect of this Declaration of Covenants, Conditions and Restrictions of Champions Park North, Section Four, Phase II, a subdivision in Harris County, Texas and it hereby confirms that it is the present owner of said lien(s).

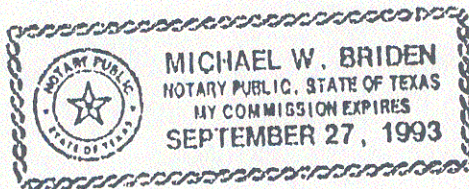
NORTHWEST BANK

BY: Raybon Ross, Jr.
Raybon Ross, Jr., Senior Vice President

THE STATE OF TEXAS }
COUNTY OF HARRIS }

This instrument was acknowledged before me on March 22, 1993 by Raybon Ross, Jr., Senior Vice President of Northwest Bank.

Michael W. Briden
Notary Public, State of Texas



FILED
93 MAR 25 PM 2:24
Quita Roddeheaver
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAR 25 1993



Quita Roddeheaver
COUNTY CLERK,
HARRIS COUNTY, TEXAS

(Hold) Heritage Title Co.

RECEIVED APR 22 1993

CHAMPIONS PARK NEW HOME SALES
5555 Fellowship Lane
Spring, TX 77379

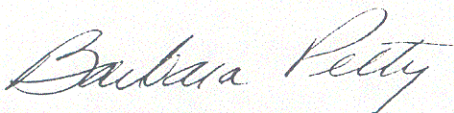
April 19, 1993

Pam Bailey
Chaparral Management
3934 FM 1960 West
Suite 340
Houston, TX 77068

Pam,

Please find enclosed page 17 of the Declaration of Covenants, Conditions and Restrictions for Champions Park North Section Four Phase Two. This page was inadvertently left out of your copy. If we can be of further assistance, please do not hesitate to call.

Sincerely,



Barbara A. Petty
Internal Operations Director

Enclosure