

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CHAMPIONS PARK
(including amendments and clarifications dated 8/28/1989 and corrections dated
10/18/1979)

THIS DECLARATION, made on the date (hereinafter set forth by GEORGE WIMPEY OF TEXAS, INC. (hereinafter referred to as "Declarant") acting herein by and through its respective hereunto duly authorized officers,

WITNESSETH:

WHEREAS, Declarant is the owner of that certain 145.3599 acre tract of land situated in Harris County, Texas, which is more particularly described as:

Lots One (1) through Forty (40), both inclusive, in Block One (1);

Lots One (1) through Twenty (20), both inclusive, in Block Two (2);

Lots One (1) through Seventy-Four (74), both inclusive, in Block Three (3);

Lots One (1) through Eighteen (18), both inclusive, in Block Four (4);

Lots One (1) through Eighteen (18), both inclusive, in Block Five (5);

Lots One (1) through Fifty-Two (52), both inclusive, in Block Six (6);

Lots One (1) through Thirteen (13), both inclusive, in Block Seven (7);

Lots One (1) through Twenty-Six (26), both inclusive, in Block Eight (8);

Lots One (1) through thirty-Two (32), both inclusive, in block Nine (9); (as added in "Correction of Declaration of Covenants, Conditions and Restrictions, Champions Park" dated 10/18/1979)

Lots One (1) through Ten (10), both inclusive, in Block Ten (10);

Lots One (1) through Thirty (30), both inclusive, in Block Eleven (11);

Lots One (1) through Thirty-One (31), both inclusive, in Block Twelve (12);

Lots One (1) through Fourteen (14), both inclusive, in Block Thirteen (13);

Lots One (1) through Twenty-Nine (29), both inclusive, in Block Fourteen (14);

Lots One (1) through Fourteen (14), both inclusive, in Block Fifteen (15);

Lots One (1) through Thirteen (13), both inclusive, in Block Sixteen (16);

Lots One (1) through Twelve (12), both inclusive, in Block Seventeen (17);

Lots One (1) through Eight (8), both inclusive, in Block Eighteen (18);

Any lots as may be formed by Declarant out of Reserve D. Champions Park, according to map or plat thereof recorded in Volume 290, Page 101, Map Records of Harris County, Texas;

And Declarant desires to impose upon such properties the covenants, conditions and restrictions herein set forth.

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenant and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the real property, shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and the Champions Park Maintenance Association.

ARTICLE I

DEFINITIONS

Section 1, (as amended 8/28/1989). "Association" shall mean and refer to Champions Park Homeowners Association Inc., A Texas Non-Profit Corporation, its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Article III.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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 any obligation.

Section 3. "Properties" shall mean and refer to: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of property designated hereon as "Reserves" or "Common Area", if any, provided that Declarant may in its discretion form additional Lots out of Reserve D of Champions Park and any Lots so formed shall be subject to the covenants and assessments herein contained.

Section 5. "Common Area" shall mean all real property together with the improvements thereon owned by the Association for the common use and benefit of the Owners.

Section 6. "Declarant" shall mean and refer to not only George Wimpey of Texas, Inc. but also to such of its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the lots in the undeveloped state, but shall not include any purchaser of one or more developed Lots. For the purposes of this Declaration, "developed Lot" shall mean a Lot with utilities installed and ready to furnish utility service to such Lot and "undeveloped Lot" is any Lot which is not a developed Lot.

ARTICLE II

USE RESTRICTIONS

Section 1. Single Family Residential Construction. 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 (2-1/2) stories in height, a private garage for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises and no room(s) in the dwelling and no space in any other structure shall be let or rented. This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person.

Article II, Section 1 and Article II, Section 8 are hereby clarified and interpreted as follows (as of 8/28/1989): The existing Residential Use Restrictions contained in Article II, Section 1 and Article II, Section 8 are not being amended hereby. Such provisions contain restriction limiting the use of the properties and lots therein to single family residential purposes and further exclude any business or commercial purposes. All persons who sign this instrument acknowledge that the present lot owners relied upon these "Residential Use Only" restrictions when purchasing their lots. It is the intent of the document, relative to the "Residential Use Only" restrictions, to clarify and interpret their meaning and not to amend same. This, for purposes of clarification and interpretation, "Business" or "Commercial" shall mean and include, but not be limited to, any activity conducted for profit; any commercial, industrial, manufacturing or professional dealings; any commercial establishment; any activity which includes one or more employees, independent contractors or agents of any kind, who are not a member of the family residing on the premises; any establishment frequented by customers; any other activities which are commercial, profit-oriented, industrial, professional or manufacturing in nature and/or which involve the production, manufacturing, trade or

sale of goods and services; and/or any non-profit organizations which have one or more employees, independent contractors or agents and/or which are frequented by customers or paying members. Notwithstanding the above, an outdoor salesperson or other professional person may maintain an office in his home subject to the following requirements: (1) No signs, advertisements, displays, banners, or such, shall be placed, erected, constructed or maintained anywhere on the lot; (2) No employees, agents or independent contractors (other than members of the family residing on the property) may be employed to work at the premises; (3) No production or manufacturing of goods shall be permitted and no goods or items may be stored, sold or exchanged at the premises, except by telephone or mail; (4) Customers shall not be allowed to frequent the residence on a regular basis; (5) The activity carried on shall not constitute and/or become an annoyance or nuisance to other lot owners (6) The residence shall not be listed in the telephone directory as a commercial or business address; and (7) Proposed commercial endeavors in this category must be disclosed to the Champions Park Homeowners Association Inc. In this regard, a written request for approval of such activity must be tendered to the Association accompanied by a detailed explanation of the proposed business activities and its effect (s) upon the community. The Association, via its Board of Directors, shall appoint a Committee composed of lot owners representing a geographical cross-section of the CHAMPIONS PARK SUBDIVISION. The referenced Committee shall assimilate all available data, review same, and shall make a recommendation to the Champions Park Homeowners Association, Inc.'s Board of Directors relative to the approval or disapproval of such business or commercial activity. The final disposition of each such application is solely within the discretion of the Board of Directors of the Champions Park Homeowners Association, Inc. Factors which shall be considered by the Committee and the Association's Board of Directors include, but are not limited to, the following;

- a) Nature of the activity;
- b) Whether the activity is conducted entirely on the residential premises;
- c) Whether the activity is "full-time" or "part-time" in nature;
- d) Visual impact on the community;
- e) Increased traffic in the community;
- f) Whether such activity may cause damage to other homeowners within the Subdivision;
- g) Whether such activity negatively impacts the use and enjoyment by the neighbors of their premises, i.e. degree of obtrusiveness, inconvenience, annoyance or discomfort; and
- h) Public Policy.

Such an approval may be withdrawn by a three-fourths (3/4) vote of the Associations' Board of Directors if the ultimate impact of the activity upon the community is construed to be negative.

Section 2 (as amended 8/28/1989). Architectural Control. No buildings, structures or improvements of any character, including, but not limited to, patio covers, carports, pools, spas, decking, permanent storage buildings, gazebos, satellite dish antennae or solar panels, shall be erected or placed on the erection thereof begun, or changes made in the design thereof, on any lot until the construction plans and specifications and a plan showing the elevation and sketch of improvements have been submitted to and approved in writing by the Architectural Control Committee, or its duly authorized representative, as to compliance with these restrictions, quality of materials, harmony of external design with existing and proposed structures as to location with respect to topography and finished grade elevation. The initial members of the Architectural Control Committee shall be three (3) members appointed by the developer, George Wimpey of Texas. Effective October 1, 1983, the President of the "Association" shall become a permanent member of the Architectural Control Committee, replacing one of the previously appointed members. If there exists at any time one or more vacancies on the Architectural Control Committee, the remaining member or members will designate successor member(s) to fill such vacancy or vacancies provided that Declarant may from time to time, without liability of any character for so doing, remove and replace any such member of the Architectural Control Committee as it may in its sole discretion determine, with the exception of the Association President whose membership on the Architectural Control Committee is mandatory. The Declarant, Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related Covenants set out herein shall be deemed to have been fully satisfied. The duties, powers, and responsibilities of the Architectural Control Committee shall vest in the Board of Directors of the Champions Park Homeowners Association, Inc, when ninety-five percent (95%) of all lots in CHAMPIONS PARK, and all subsequent sections of CHAMPIONS PARK, are occupied by residents, or at such prior time as Declarant may elect to assign such duties, powers and responsibilities to the referenced Board of Directors, and the term Architectural Control Committee herein shall include the Association, as such successor. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this Article II, Section 2 or elsewhere in this declaration to the contrary notwithstanding, the Architectural Control Committee, and its duly authorized representative, is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to type, kind, quantity or quality of the building materials to be

used in the construction of any building or improvement on any Subdivision lot and of the size and location of any such building or improvement when, in the sole and final judgment and opinion of the Committee, or its duly authorized representative, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole. The Committee may require the submission to it of such documents and items (including as examples, but without limitation, written requests for and descriptions of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Committee shall approve such a request for a variance, the 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, describing the applicable restrictive covenant(s) and this 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 alternate materials to be permitted and the alternate fence height approved or specifying the location, plans and specifications applicable to an approved out building), and signed by a majority of the then members of the Architectural Control Committee)or by the then Committee's duly authorized representative). Any request for a variance shall be deemed to have been disapproved for the purposes 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. In the event the Architectural Control Committee or any successor to the authority thereof as herein provided, shall not be functioning as such Committee, no variances from the covenants of this Declaration shall be permitted, it being the intention of the Declarant that no variances be available except at the discretion of the Architectural Control Committee, or if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

Section 3 (as amended 8/28/1989). Minimum Square Footage Within Improvements. The living area on the ground floor on the main residential structure (exclusive of porches, garages and servant's quarters) shall not be less than two thousand (2,000) square feet for one story dwellings. The total living area for a multi-story dwelling shall not be less than two thousand four hundred (2,400) square feet. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances which in its sole judgment such deviations would result in a more common beneficial use.

Section 4. Exterior Materials. The exterior materials of the main residential structure and any attached garage and servants' quarters shall be not less than fifty-one (51%) percent masonry on the ground floor, unless otherwise approved by the Architectural Control Committee.

Section 5 (as amended 8/28/1989). Location of the Improvements Upon the Lot. No buildings or other improvements shall be located on any Lot nearer to the front Lot line or nearer to the street sideline than the minimum building setback line shown on said plat with respect to any Lot, the residence situated thereon shall be positioned at least twenty feet (20') from the street right-of-way line. No residence structure shall be located nearer than six feet (6') to any other residence structure. No building shall be located on any lot nearer than ten feet (10') to any side street line. For purposes of this covenant or restriction United States mailboxes, eaves, steps and unroofed terraces shall not be construed as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

Section 6. Composite Building Site. Any Owner 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 site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines shown on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of Lots in the same block.

Section 7. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land within or affected by said easements.

Article 8A (retiled 8/28/1989). Prohibition of Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot or common area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other owners. No activity shall be carried on upon any Lot or the common area which might reasonably be considered as giving annoyance to other owners of ordinary sensibilities or which might be calculated to reduce the marketability or desirability of the properties as residential neighborhood even though such activity may be in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall determine what constitutes an annoyance or nuisance.

No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become any annoyance or a nuisance to the neighborhood.

Section 9 (as amended 8/28/1989). Use of Temporary Structures. No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, or for any other purpose, except as provided herein or as approved in writing by the Champions Park Homeowners Association, Inc. Portable buildings used for accessory or storage purposes shall be limited to not more than eight feet (8') in height and one hundred twenty (120) square feet of floor space and shall be subject to the approval of the Architectural Control Committee. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and slightly and shall be removed immediately after completion of construction.

Section 10 (as amended 8/28/1989). Storage of Automobiles, Boats, Trailers and Other Vehicles. No large trucks (being more than one (1) ton in size), recreational vehicles and/or travel trailers, campers, trailers and boats (whether powered or otherwise) or other such vehicles will be stored, parked or kept on any lot or any street within Champions Park Subdivision, provided, however that campers, trailers, boats or other similar vehicles, may be stored upon a lot if completely screened from public view, either within the garage or behind a fence which encloses the rear of the lot, not exceeding the height of the referenced fence. Further, no automobiles or vehicles or any nature, other than as provided hereinabove, will be stored, parked or kept on any lot or any street for more than Sixty (60) hours during any Seventy-Two (72) hour period. However, nothing herein contained shall be construed to prohibit the storage of such vehicles in the garage permitted on any lot covered hereby. No inoperative vehicles may be stored, parked or kept on any lot or on any street, unless completely screened from view within a garage as described above. Inoperative vehicles are hereby defined as those not in operative condition and/or not properly licensed for use upon the public roads and streets of the State of Texas.

Section 11. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 12 (as amended 8/28/1989). Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept provided that they shall not become a nuisance (as described above in Article II—Section 8A), are not kept, bred or

maintained for any commercial purposes and provided that no more than two (2) of each type animal is kept.

Section 13. Walls, Fences and Hedges. No walls, fence or hedge shall be erected or maintained nearer to the front lot line than the front building line on such Lot nor on corner Lots nearer to the side Lot line than the building set back line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. No chain link fence type construction will be permitted on any Lot. Any wall fence or hedge erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot and it shall be the Owner's responsibility to maintain said wall, fence or hedge thereafter.

Section 14. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangle area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

Section 15 (as amended 8/28/1989). Lot Maintenance. The owner and/or occupant(s) 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 material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish or any kind or the burning (except as permitted by law) of any materials is prohibited. 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 assigns, or the "Association" may, without liability to owner or occupant, in trespass or otherwise, but without being under any duty to do so, 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 anything necessary to secure compliance with these restrictions and to place such 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 and/or occupant, as the case may be, agrees by the purchase or occupation of the lot to pay such statement immediately upon receipt thereof and said charge shall be a lien upon the property until paid.

Section 16. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playground or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment,

woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets or other property.

Section 17 (as amended 8/28/1989). Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any lot except one sign for each lot, of not more than five (5) square feet, advertising the property for sale or rent. Temporary signs which are of a nature promoting community spirit shall be allowed, limited to one per lot, of not more than ten (10) square feet in size; the color, dimension, content and duration of such signs being solely within the discretion and authority of the Architectural Control Committee pursuant to the provisions of Article II, Section 2 set forth above. Declarant, its assigns or the Association shall have the right to remove any such signs billboards, advertisements or structures which are placed on said lot(s), and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Declarant and its assigns may maintain, as long as it owns property in CHAMPIONS PARK, in or on such portion of the properties as Declarant owns and as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but not limited to, offices, storage areas, model units and signs, and Declarant may use, and permit such builders (who are at the relevant time building and selling houses in Champions Park) to use residential structures, garages or accessory buildings for sales offices, an display purposes, but as such rights under this sentence shall be operative and in effect only during the construction and initial sales period within CHAMPIONS PARK.

Section 18. Roofing Material. The roof of any building (including any garage or servant's quarters) shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles comparable in color to wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 19. Maximum height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses, or buildings. Television antennae may be attached to the house provided, however, such antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot, or shall be erected on a wooden pole.

Section 20. Underground Electric Service. An underground electric distribution system will be installed in that part of Champions Park, designated Underground

Residential Subdivision, which underground service area shall embrace all Lots in Champions Park. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the Owner of each such Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with then current standards and specifications of the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 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 Developer (except for certain conduits, where applicable) upon Developer's representation that the Underground Residential Subdivision is being developed for single-family dwellings and/or townhomes of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwelling and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings on a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Developer 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 such Lot, or the applicant for service, shall pay to the electric company the sum or (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary. Nothing in this paragraph is intended to exclude single metered service to apartment projects, if any, under the terms of a separate contract.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Declarant, in the case of each Lot owned and within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot 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 the Lot at the time when the assessment fell due. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge assigned to the Champions Park Maintenance Association without recourse on Declarant in any manner for the payment of said charge and indebtedness.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used, to the extent there are from time to time funds available, exclusively to promote the recreation, health, safety, ad welfare of the owners in the Properties and for the improvements and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot.

- (a) From and after January 1, of the year immediately following the conveyance of the first Lot in Champions park, to an Owner, the maximum annual assessment may be increased each year by an amount equal to not more than five percent (5%) above the maximum assessment which could have been made without a vote of the Owners of the Lots in the Properties in the case of the previous year.
- (b) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased to an amount in excess of five percent (5%) of the maximum assessment for the previous year by a vote of two-thirds (2/3) of the Owners of the Lots in the Properties, each Owner or Owners of Lots being entitled to one vote per each Lot owned, who are voting in person or by proxy, at a meeting duly called for such purpose.
- (c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners of the Lots in the Properties who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be mailed (by U.S. first class mail) to all Owners of Lots not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes of the Owners of the Lots in the Properties shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Lots in Champions Park, which are owned by the Declarant shall not bear or be subject to any maintenance fund assessment. Lots in Champions park, which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of Sections 3 and 7 hereof. Lots in Champions Park, which are not occupied by a resident and which are owned by a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to a Lot in Champions Park, when such Lot is conveyed by Declarant. The first annual assessment as established by the Board of Directors shall be adjusted according to the number of months remaining in the then current calendar year. Thereafter the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by

U.S. first class mail) to every Owner subject thereto. The payment dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 8. 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 until paid at the rate of ten percent (10%) per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each lot.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights and right to use of the recreation facility by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by Owners of the Lots in the Properties. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners of the Lots in the Properties agreeing to such dedication or transfer has been recorded in the Public Records of Real Property of Harris County, Texas.
- (d) The right of the Association to collect and disburse those funds as set forth in Article III.

Section 4. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Champions Park Municipal Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 5 (as amended 8/28/1989). Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the Association and all owners, their respective legal representatives, heirs, successors and assigns for an initial term commencing on the effective date of the original "Declaration of Covenants, Conditions, and Restrictions, Champion Park" and ending December 31, 1999, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the initial term by an instrument signed by those Owners owning not less than seventy-five percent (75%) of the lots within CHAMPIONS PARK. During such ten (10) year extension periods, this Declaration may be amended by an instrument signed by those owners owning not less than sixty percent (60%) of the lots within CHAMPIONS PARK. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

Section 6. Annexation. Additional Residential property and Common Area may be annexed to the Properties by the Board of Directors of Champions Park Municipal Association, without approval or consent of Owners of Lots in the Properties.

Section 7. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting

interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 8. Omissions. If any punctuation, work, clause, sentence, or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

Dated this 4th day of September, 1979.

GEORGE WIMPEY OF TEXAS, INC.

Signed By C.L. Bennell

And By John D. Fischer

Attest By Dan Golden

Notarized By Liz Evans

Filed By Harris County Clerk on September 13, 1979

First Amendment to the Declaration of Covenants, Conditions and Restrictions of Champions Park

Approved by Champions Park Homeowners Association, Inc., a Texas Non-Profit Corporation

Signed 8/28/1989 By Janice Henderson, President

Attest By Jill Trapp, Secretary

Notarized by Maggie Beaty

Signed by Deed Restriction Amendment Circulating Committee members John L. Waddell, Ralph A. Stephens, Janice E. Henderson, Penny Allen, Nita Augustus, Virginia Roberts, Wayne H. Peters, Charles Woody, Mike Dearing.