

00697.70

FEB-19-81 20

025204

FILED

178-89-0441

FEB 19 9 32 AM 1981

RESTRICTIONS AND COVENANTS GOVERNING PROPERTY
AND LOTS IN CHAMPION FOREST, SECTION SEVEN
AN ADDITION IN HARRIS COUNTY, TEXAS,
WHICH IS OWNED BY GREENWOOD PROPERTIES, INC.

Quita Rosebauer
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS }

COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS Greenwood Properties, Inc., a Texas Corporation, acting through its duly authorized officers, for the purpose of creating and carrying out a uniform plan for the improvement and sale of lots in Champion Forest, Section Seven, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 299, Page 20 of the Map Records of Harris County, Texas; and Greenwood Properties, Inc., is the owner of all of the lots in said Subdivision known as Champion Forest, Section Seven and Greenwood Properties, Inc. desires to restrict the use and development of said property located in Champion Forest, Section Seven in order to insure that it will be a high-class restricted residential district:

NOW, THEREFORE, Greenwood Properties, Inc. acting through its duly authorized officers, does hereby impose the following restrictions upon the said property included within Champion Forest, Section Seven, which restrictions shall constitute covenants running with the land and with each and every property owner purchasing or owning lots in Champion Forest, Section Seven, for their benefit and for the benefit of Greenwood Properties, Inc., and said restrictions shall constitute covenants running with the land and any beneficiary hereunder shall have the right to enforce such restrictions using whatever legal method deemed available.

A.

General Land Use

All lots in Blocks Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), of said Champion Forest, Section Seven shall be, and are hereby designated to be used for residential purposes only. All lots in Section Seven are hereafter modified under "Section B, Covenants applying to Residential Lots".

Reserves are hereby designated to be unrestricted to be used for any purpose

B.

Covenants Applying to Residential Lots

1. Land Use and Building Type:

No lot shall be used for any purpose except for single family residential purposes. The term "residential purposes", as used herein, excludes hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the lots are expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than single family dwelling not to exceed two stories in height and a private garage for not more than three cars and permitted accessory structures. This restriction shall not prevent the inclusion of servants quarters in connection with a garage, for the use of bona-fide servants domiciled with a tenant or owner; nor the temporary use of a garage, office or residence used as a sales or construction office with approval of the Architectural Control Committee, until December 31, 1985.

**HOLD FOR
AMERICAN TITLE COMPANY**

no GFT#
nk

2. Architectural Control:

No building addition, patio covers, gazebo, or greenhouses or other improvements shall be erected, placed or altered on any lot until the construction plans and specification and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of three members whose names are Don E. Hand, Carl S. Stephens, and Warren S. Shaw. A majority of the Committee may designate a representative to act for it. In the event of a death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate ten (10) years after the date of this instrument, and the approval required by this paragraph shall not be required unless, prior to said date and effective thereon, the then record owners of a majority of the lots subject hereto shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval with thirty (30) days after plans and specifications have been submitted to it, or in event, of no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants 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 judgments, 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.

3. Dwelling and Construction:

The livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages, or detached servant quarters, shall not be less than 3,000 square feet.

4 Building Locations:

No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line, unless otherwise noted on the recorded plat, nor nearer than 5 feet to the rear lot line, nor nearer than 3 feet to any side lot line. All residential structures shall front on the street on which it has the smallest frontage. No fence, wall hedge, pergola, or other detached structure shall be erected, grown or maintained on any part of any lot forward of the front or side building line of any corner lot in side facing street, and no chain link fences shall be erected on any properties whatsoever located in Champion Forest, Section Seven.

5. Lot Area and Width:

Lots may be re-subdivided into building sites comprised of a part of one or more lots as plotted, PROVIDED that no dwelling shall be erected or placed upon any building site containing less than seventy five hundred (7,500) square feet in area or having a width of less than sixty-eight (68) feet at the front building setback line shown on the recorded plat of said subdivision.

6. Nuisances:

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7 Temporary Structures:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. Signs:

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9 Oil and Mining 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 excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. Livestock and Poultry:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that not more than two (2) dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

11. Garbage and Refuse Disposal:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. Land Near Parks and Water Courses:

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

13. Sewage Disposal and Water Supply:

No water well, cesspool, or other individual sewage system shall be constructed or used on any lot, but each lot owner must use the water and sewer services provided until such time as those services are furnished by State, County, Municipal or other governmental authorities.

14. Cutting Weeds and Drainage:

Grass, vegetations and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete pipe and a minimum of 18 inches in diameter, unless the depth of the ditch shall require a larger size for proper drainage.

Commercial, Recreational and Other Vehicles

All commercial vehicles, boats, trailers, inoperative vehicles and/or recreational vehicles must be garaged or enclosed behind a six foot wood fence.

Terms:

These covenants of restrictions are to run with the land and shall be binding on all owners of lots in Champion Forest, Section Seven, and all persons claiming under them until January 1, 1996, after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots is filed for record in Harris County, Texas, altering, rescinding, or modifying said covenants and restrictions in whole or in part.

17. Maintenance Fund:

Each lot shall be subject to a maximum monthly maintenance charge of not more than Fifteen Dollars (\$15.00) per lot for the purpose of creating a fund to be known as Champion Forest Fund, Inc., and which maintenance fund charge shall be paid by the owner of each lot in conjunction with like charges to be paid by all other lot owners. Such maintenance charge may be adjusted by Champion Forest Fund, Inc. from year to year as the needs of the property may, in its judgment, require, but in no event shall such maintenance fund exceed \$180.00 per lot per year. The maintenance charge is hereby fixed at a maximum amount of Seventy-five and No/100 (\$75.00) Dollars per year beginning with the first day of the calendar month following the date of certification by John J. Pepe Consulting Engineers, of completion of subdivision improvements consisting of concrete streets, curbs, gutters, storm sewers, sanitary sewer lines and water mains in Champion Forest, Section Seven with the amount to be prorated of said Seventy-five and No/100 (\$75.00) Dollars from the first day of the aforementioned month of December 31, 1980, at which time Champion Forest Fund, Inc. may adjust said maintenance charge for the next succeeding year as the needs of the property, may in its judgment require, but in no event shall such maintenance fund exceed \$180.00 per lot per year. This maintenance charge shall be secured by a vendor's lien on each lot as and when sold by Greenwood Properties, Inc., and after the initial proration in 1981 such maintenance charge shall be paid annually on the first day of January of each year in advance, commencing January 1, 1982. All past due maintenance charges shall bear interest from their date at 10% per annum until paid. Appropriate recitations with respect to such maintenance fund and the reservation of the vendor's lien shall be included in each contract of sale and/or deed executed and delivered by Greenwood Properties, Inc., with respect to each lot. The maintenance fund shall be applied insofar as it may be sufficient, toward the payment for maintenance or installation of streets, paths, parks, parkways, esplanades, vacant lots, lighting, fogging, employing policemen and workmen, and any other things necessary or desirable in the opinion of Champion Forest Fund, Inc. to maintain or improve the property, or which it considers to be a general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of Champion Forest Fund, Inc. in the expenditure of said fund shall be final so long as said judgment is exercised in good faith. The maintenance charge shall remain effective until January 1, 1985 and shall automatically be extended thereafter for successive periods of five years; provided however, that the owners of the majority of the lots may revoke such maintenance charge on either January 1, 1985 or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to January 1, 1985, or at any time prior to the expiration of any successive five (5) year period thereafter.

Rights and Mortgages:

Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgages, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated.

19. Enforcement

The covenants, reservations, easements, and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns, and equally for the benefit of any subsequent owner of a lot or lots in Champion Forest, Section Seven, and his heirs, executors, administrators and assigns. Accordingly all of the covenants, reservations, easements and restrictions contained herein shall be constructed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

20. Severability:

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

EASEMENTS

There are dedicated and reserved permanent and unobstructed easements as shown on the recorded plat of Champion Forest, Section Seven, across certain designated portions of various of the lots therein upon, under and through which to construct and maintain water, telephone and electric light services and other public utilities which said easements shall be a burden and charge against such lots in Champion Forest, Section Seven, by whomsoever owned, and there is also dedicated and reserved an unobstructed aerial easement for utilities 5 feet wide and from a plane 20 feet above the ground upward located adjacent to all easements shown on the above mentioned recorded plat.

RESERVATIONS

The following reservations and easements shall be considered a part of and be constructed as being adopted in each and every contract, deed, or other conveyance executed or to be executed in the conveyance of the various lots in Champion Forest, Section Seven.

1. Greenwood Properties, Inc., its successors and assigns, shall have the right to construct, erect, and maintain over, along, upon, and under the several streets, drives, lanes, roads, easements and reserve areas, as shown on the above mentioned subdivision plat of Champion Forest, Section Seven, wires, poles for the purpose of construction and maintaining a system of electric lights, power, telegraph and telephone lines and connections; and to construct, lay and maintain along, in and under any all of said streets, lanes, drives, roads, easements and reserve areas all pipe, conduits, valves and other necessary and proper equipment for the construction of systems of drainage, sewage and water supply (retaining also the right to grant or deny to areas beyond said subdivision connection privileges on said drainage, sewage or water systems), gas light and power, telegraph and telephone service and other utilities to the subdivision and the lot owners therein; and for all other purposes incident to the development and use of said property as a community unit and subdivision.

178-89-0446

2. It is agreed and understood that the title conveyed to any lot or parcel of land in said subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric light, electric power or telegraph or telephone lines, poles or conduits or any other utilities or appurtenances there to constructed by Greenwood Properties, Inc. or any public utility companies through, along or upon any portion of the hereinabove mentioned streets, drives, lanes, roads, easements, and reserve areas, and the right to maintain repair, sell or lease such lines, utilities, and appurtenances is hereby reserved by Greenwood Properties, Inc.

EXECUTED this 11th day of February, 1981.

GREENWOOD PROPERTIES, INC.

Don E. Hand
DON E. HAND, PRESIDENT

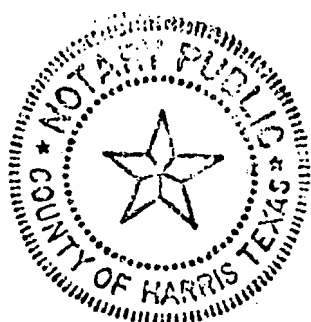
Betty Andrews
ASSISTANT SECRETARY

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared DON E. HAND, President of Greenwood Properties, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 11th day of February, 1981.

Mara K. Gasper
Notary Public in and for
Harris County, Texas



Printed by

ATLAS 2000, 2001
Litho. Lenders Safety

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

FEB 19 1981



Quinta L. Lachman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

7445
N012658

APPOINTMENT OF REPRESENTATIVE TO THE
ARCHITECTURAL CONTROL COMMITTEE FOR 200-64-0339
CHAMPION FOREST, SECTION SEVEN (7)

STATE OF TEXAS)
)
COUNTY OF HARRIS)

02/11/91 00:00:00 N012658 1 2,00

KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS that certain subdivision known as Champion Forest, Section Seven (7), an addition in Harris County, Texas, was platted of record in the office of the County Clerk of Harris County, Texas according to the plat thereof recorded in Volume 289, Page 20 of the Map Records of Harris County, Texas; and

7
4
WHEREAS, by instrument entitled "Restrictions and Covenants Governing Property and Lots in Champion Forest, Section Seven, an Addition in Harris County, Texas, Which is Owned by Greenwood Properties, Inc." (the "Restrictions"), executed on February 11, 1981, by Greenwood Properties, Inc., a Texas corporation, and filed in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number C869770, certain covenants, conditions and restrictions were adopted to apply uniformly to the use, occupancy and conveyance of lots in Champion Forest, Section Seven (7) for the benefit of present and future owners of said lots; and

WHEREAS, the Restrictions provide for the creation and existence of an Architectural Control Committee to oversee and approve the erection, placement or alteration of any building addition, patio cover, gazebo, greenhouse or other improvements on any lot within Champion Forest, Section Seven (7) as to use, quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finish grade elevations, and compliance with the specific architectural control provisions of said Restrictions; and

WHEREAS, the the Architectural Control Committee was granted powers and duties by the Restrictions which powers and duties shall cease and terminate on February 11, 1991, ten (10) years after the date of the Restrictions; and

WHEREAS, the powers and duties granted by the Restrictions to the Architectural Control Committee may be extended beyond said termination date by the filing of an instrument of record executed by the then record owners of a majority of the lots within Champion Forest, Section Seven (7) appointing a representative or representatives to exercise said powers and duties granted to the Architectural Control Committee.

NOW, THEREFORE, the undersigned, being the record owners of the fee simple title in a majority of the lots located within the Champion Forest, Section Seven (7) subdivision, do hereby cause this Appointment to be filed designating those persons who shall serve as representatives to the Architectural Control Committee of the Champion Forest, Section Seven (7) subdivision (the "Committee"). Pursuant to this Appointment, the current members of the Committee, to-wit: Don B. Hand; Warren Campbell; and, John Stuttery shall continue as the members of the Committee until their successors have been designated as set forth in the Restrictions. This Appointment shall be effective beginning on February 11, 1991, and shall continue in force and effect for the

200-64-0340

duration of the Restrictions, including the initial term and any and all automatic extensions of same in accordance therewith. The Committee shall be entitled to exercise all the rights, powers and duties of the Architectural Control Committee as set forth in the Restrictions. This instrument shall not be construed as an amendment or an attempt to amend the Restrictions which are hereby ratified, affirmed and approved.

IN WITNESS WHEREOF, the individuals listed in Exhibit "A" attached hereto and incorporated herein for all purposes, by and through their attorney-in-fact, being record owners of the majority of lots within Champion Forest, Section Seven (7), and for the purpose of acknowledging their consent and approval to Appointment of Representation to the Architectural Control Committee for Champion Forest, Section Seven (7), have executed said instrument to be effective February 11, 1991.

CHAMPION FOREST FUND, INC.

By Steven H. Mikol
Steven H. Mikol, Director and
Attorney-in-Fact

STATE OF TEXAS

COUNTY OF HARRIS

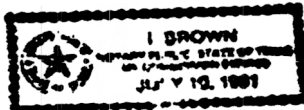
This instrument was acknowledged before me on this the 11th day of February, 1991, by Steven H. Mikol, Director of Champion Forest Fund, Inc., as Attorney-in-Fact on behalf of the principals set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of February, 1991.

[Signature]
NOTARY PUBLIC - STATE OF TEXAS

LSU/COR/App-1

ROBERT MC
BUTLER, LAWYER, SMITH & WISLEY, P.C.
ATTORNEY AT LAW
8710 Westheimer, Suite 1000
Houston, Texas 77063



UNRECORDED & INDEXED. THIS DATA INTO LEXISNOM TEXAS & LEXISNOM DECEMBER

200-64-0341

EXHIBIT "A"

The following individuals or entities constitute record owner(s) of a majority of the lots in Champion Forest, Section Seven (7) that have appointed Steven H. Michel, as their/his/its attorney-in-fact to execute that certain instrument titled "Appointment of Representatives to the Architectural Control Committee For Champion Forest, Section Seven (7)."

Wayne and Kathy Heck
 William E. and Barbara Benedict
 Raymond P. and Marilyn S. Berre
 Edward L. Best
 Charles A. and Ruth K. Bittner
 Thomas H. Brown
 W.F. Butlin
 James H. and Hardy P. Chandler
 J.M.W. Code
 Rick and Margie Crump
 Richard Cunningham
 Mary A. Deerlier
 J.C. and Linda Douglass
 Gregory L. and Kathleen Drent
 Dennis L. Ethun
 Emmett and Faye Fancher
 Ron and Linda Fischer
 Frank and Peggy Fulco
 Michael A. and Annette Gelfert
 Albert Z. and Elaine F. Grudziel
 Alan D. and Lynne M. Gruff
 Tommy M. and Jean Green
 Greenwood Investments, Inc.
 John A. Griffin
 Jane T. Gros
 Roger Herbert
 Ching Ho
 Jerry Jones
 J. James and Jane Luck
 Steven H. and Valerie H. Michel
 Robert E. Miller
 Gregory A. and Judith Nystedt
 Dan Oliver
 Tim Parker
 Katharine Peck
 R.A. and Barbara Ponce
 B. Howard and Doris J. Rimmer
 Ralph T. and Myrtle Marie Randle
 Robert Seckman
 Robert J. and Donna Schiffman
 Jagdish G. Sharma
 Shobha Shetty
 Michelle Stern
 Robert M. and Cheryl Synder
 Marlene L. Thomas
 Robert and Betty P. Thompson

THE STATE OF TEXAS
 COUNTY OF TARRANT
 I hereby certify that this instrument was FILED in the Public
 Records on the day and date above written and is a true and
 correct copy of the original as the same appears in the Public
 Records of said County, Texas.

FEB 11 1991



COUNTY CLERK
 TARRANT COUNTY, TEXAS

FILED

FEB 11 PM 3:29

John A. Griffin
 10-11-90
 10-11-90