

E959351

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

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF HARRIS X

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 One, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 241, Page 18 of the Map Records of Harris County, Texas; and Greenwood Properties, Inc., is the owner of all of the lots in the said Subdivision known as Champion Forest, Section One and Greenwood Properties, Inc. desires to restrict the use and development of said property located in Champion Forest, Section One 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 One, which restrictions shall constitute covenants running with the land and with each and every property owner purchasing or owning lots in Champion Forest, Section One, 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 advisable.

A.

General Land Use

All lots in Blocks One (1) through Eleven (11) and all lots in Blocks Nineteen (19) through Twenty-six (26), of said Champion Forest, Section One shall be, and are hereby designated to be used for residential purposes only, except Lot Twenty-three (23), Block Two (2), which will be unrestricted, and may be used for any purpose. The balance of the above lots 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

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 one 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 written approval of the Architectural Control Committee, until December 31, 1982.

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2. Architectural Control:

No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications 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 of 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, Harry Hewell and Warren W. Shaw. A majority of the Committee may designate a representative to act for it. In the event of 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 within thirty (30) days after plans and specifications have been submitted to it, or in any event, if 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 Size 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 2300 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 on side facing street, and no chain link fences shall be erected on any properties whatsoever located in Champions Forest, Section One.

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 (7500) 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.