

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.

153-10-1296

## 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.

## 6. Nuisances:

153-10-1297

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.

15. Terms:

These covenants of restrictions are to run with the land and shall be binding on all owners of lots in Champion Forest, Section One, 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.

16. 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 One, with the amount to be a proration of said Seventy-five and No/100 (\$75.00) Dollars from the first day of the aforementioned month to December 31, 1976, at which time Champions 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 1976 such maintenance charge shall be paid annually on the 1st day of January of each year in advance, commencing January 1, 1977. 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 Champions 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, 1981, 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, 1981 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, 1981, or at any time prior to the expiration of any successive five (5) year period thereafter.

## 17. 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 mortgagee, 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.

## 18. 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 One, and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

## 19. 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 One, 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 One, by whomsoever owned, and there is also dedicated and reserved and 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

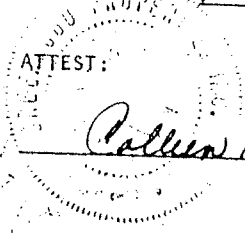
The following reservations and easements shall be considered a part of and be construed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the various lots in Champion Forest, Section One.

1. Greenwood Properties, Inc., his 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 One, 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 and all of said streets, lanes, drives, roads, easements and reserve areas all pipe, conduits, valves and other necessary and property 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.

153-10-1300

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 on conduits or any other utility or appurtenances thereto 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 expressly reserved by Greenwood Properties, Inc.

EXECUTED this 1<sup>st</sup> day of November, 1976.

ATTEST:  
  
Callie Heyna  
Secretary

GREENWOOD PROPERTIES, INC.  
Don E. Green  
President

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Don E. Green, 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 purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 1<sup>st</sup> day of November, 1976.



Ruth Lowe  
Notary Public in and for Harris  
County, Texas

RETURN TO  
AMERICAN TITLE CO.  
5625 FM 1960 WEST  
HOUSTON, TEXAS 77069  
FH/mm

N939276 ADOPTION OF RESTRICTIVE COVENANTS

113-44-3414

STATE OF TEXAS  
COUNTY OF HARRIS

11/16/92 99826536 N939276 3 9 00

WHEREAS, ERNEST W. ROE BUILDING COMPANY, INC., EMPLOYEES PENSION PLAN & TRUST ("Owner"), owns that certain real property described as Lot 23, Block 2, Section One (1) in Champion Forest Subdivision, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 241, Page 18, of the Map Records of Harris County, Texas, and commonly referred to as 9202 New Forest Road, Houston, Harris County, Texas (the "Property"); and

WHEREAS, that certain instrument dated November 1, 1976, entitled "Restrictions and Covenants Governing Property and Lots in Champion Forest, Section One (1), an Addition in Harris County, Texas, which is Owned by Greenwood Properties, Inc.", (the "Restrictions") recorded under Harris County Clerk's File No. E959351 and located at Film Code No. 153-10-1295, et. seq., within the Official Public Records of Real Property of Harris County, Texas, did impose certain restrictive covenants upon the real property located within Champion Forest, Section One (1), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 241, Page 18 of the Map Records of Harris County, Texas (the "Subdivision"); and

WHEREAS, said Restrictions encumber all properties within the Subdivision with certain restrictions, covenants, conditions, stipulations and reservations upon and against all properties within the Subdivision in order to establish a uniform plan for the development, improvement and sale of the properties within the Subdivision, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of lots within the Subdivision; and

WHEREAS, a dispute has arisen between Owner and Champion Forest Fund, Inc. (the "Fund"), a Texas non-profit corporation, provided for and created under the terms of the Restrictions and its Articles of Incorporation to provide maintenance, preservation, and architectural control for the lots within the Subdivision, as to whether the Property is restricted by the terms and provisions of the Restrictions; and

WHEREAS, the differences between Owner and the Fund have been resolved and Owner and the Fund desire to attach all of those certain restrictions, covenants, conditions, stipulations, and reservations which are provided in the Restrictions upon and against the Property; and

WHEREAS, Owner desires that all of those certain restrictions, covenants, conditions, stipulations and reservations within the Restrictions shall govern all present and future use of the Property and shall be herein deemed as covenants running with the land.

NOW, THEREFORE, for and in consideration of Owner agreeing to restrict the Property as set forth above and the Fund agreeing to said adoption, Owner hereby, with the approval of the Fund, adopts, establishes and imposes upon the Property, all of the reservations, easements, restrictions, stipulations, covenants, and conditions within and provided for under the express terms of the Restrictions for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property, which reservations shall run with the land and shall be binding upon all parties having or

ANY PROVISIONS 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 }  
The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm and having Microfilm identification Number as stamped thereon. I hereby certify on.

DEC 16 1992

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

BY *[Signature]*  
Deputy



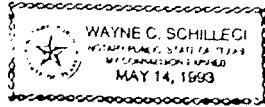
acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each owner of the Property, both present and future. To evidence its consent and approval of this instrument and Owner's formal adoption of the Restrictions, the Fund joins in the execution of this instrument to be effective the 24 day of ~~June~~ <sup>July</sup> 1992.

ERNEST W. ROE BUILDING COMPANY, INC.  
EMPLOYEES PENSION PLAN & TRUST

[Signature]  
By: Ernest W. Roe, Administrator

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Ernest W. Roe, Administrator of Ernest W. Roe Building Company, Inc. Employees Pension Plan & Trust, who being by me duly sworn, stated that he executed the above instrument for the purposes therein contained on behalf of said Corporation and in the capacity so indicated.



[Signature]  
Notary Public - State of Texas

ATTEST:

[Signature]  
By:  
Printed Name: Thomas Sagehorn  
Title: SECRETARY

CHAMPION FOREST FUND, INC.

[Signature]  
By:  
Printed Name: Kathy Gilbert  
Title: PRESIDENT

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Thomas Sagehorn, Secretary of Champion Forest, Fund, Inc., a Texas Non-profit Corporation, who being by me duly sworn, stated that he/she executed the above instrument for the purposes therein contained on behalf of said Corporation and in the capacity so indicated.



[Signature]  
Notary Public - State of Texas

Corp/5927

ANY PROVISIONS 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 }  
The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm and having Microfilm identification Number as stamped thereon. I hereby certify on

DEC 16 1992

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By: [Signature]  
Deputy

