

THIRD AMENDMENT TO RESTRICTIONS AND COVENANTS GOVERNING PROPERTY AND LOTS IN CHAMPION FOREST, SECTION FIVE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS THIRD AMENDMENT TO RESTRICTIONS AND COVENANTS GOVERNING PROPERTY AND LOTS IN CHAMPION FOREST, SECTION FIVE, sometimes referred to herein as the "Amendment," is made as follows.

WHEREAS, the Restrictions and Covenants Governing Property and Lots in Champion Forest, Section Five (sometimes referred to herein as the "Restrictions") were filed on February 26, 1979 and recorded under County Clerk's File No. F980174 in the Official Public Records of Real Property of Harris County, Texas, and thereafter Modifications of Restrictive Covenants were recorded under Harris County Clerk's File Nos. G379514 and G620123 (which instruments together are sometimes referred to herein as the "Restrictions").

WHEREAS, it is necessary to amend the Restrictions pursuant to the amendment provision set forth in Paragraph 16 thereof, which provides:

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

NOW, THEREFORE, at least a majority of the owners of the lots within Champion Forest, Section Five hereby make the following amendments and modifications to the Restrictions:

Paragraph 6 of the Restrictions currently provides

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.

Paragraph 6 of the Restrictions is hereby amended and replaced with:

Prohibition of Certain Activities/Lot Maintenance: No activity, whether for profit or not, shall be carried on upon any Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All Lots shall be kept in a sanitary, healthful, safe and attractive condition at all times, including cutting of weeds and grass. The owner or occupant of all Lots shall not store material and equipment except for normal residential requirements and those requirements incident to construction of initial improvements, or permit the accumulation of garbage, trash or rubbish. The Owner of each Lot

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shall properly maintain the exterior of all buildings, structures and other improvements at all times in an aesthetic and healthful manner. All fences, if any, on any Lot shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction. All yard equipment, wood piles, storage piles, and trash containers shall be screened so as not to be visible from any public street. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements and if such default continues after ten (10) days written notice thereof, the Fund may without liability to the Owner or occupant in trespass or otherwise, enter a vacant (i.e., unoccupied) premises or Lot and cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place the premises in an attractive, healthful, safe and sanitary condition, and may charge the Owner or occupant for the cost of such work. The Owner or occupant as the case may be, agrees by the purchase or occupancy of a Lot to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment, a continuing lien is hereby retained in favor of the Fund identical to the assessment lien set forth in Paragraph 17 of these Restrictions.

Paragraph 16 of the Restrictions (cited above) is hereby amended and replaced with:

These covenants, conditions, restrictions and maintenance charge are to run with the land and shall be binding on all owners of lots in Champion Forest, Section Five, and all persons claiming under them until January 1, 2026, after which time said covenants, conditions, restrictions and maintenance charge shall be automatically extended for successive periods of ten (10) years. These covenants, conditions, restrictions and maintenance charge may be amended, altered or modified at any time by an instrument signed by the owners of a majority of the lots in Champion Forest, Section Five, which instrument shall be effective upon being recorded in the Official Public Records of Real Property of Harris County, Texas.

The first three (3) sentences of Paragraph 17 of the Restrictions currently provide:

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 a 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 Five 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, 1979, 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....

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The first three (3) sentences (only) of Paragraph 17 of the Restrictions are hereby amended and replaced with:

Each lot shall be subject to a maximum annual maintenance charge or assessment (referred to herein as the "maintenance charge," the "assessment" or the "maintenance fund") for the purpose of creating a fund to be known as Champion Forest Fund, Inc. (sometimes referred to herein as the "Fund" or the "Association"), and which maintenance charge shall be paid by the owner of each lot in conjunction with like charges to be paid by all other lot owners. Such annual 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. The ongoing and continuing maintenance charge commenced the first day of the calendar month following the date a 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 Five, with the amount prorated from the first day of the aforementioned month to December 31, 1979. Until December 31, 2006, the maximum annual assessment shall be One Hundred Eighty and No/100 Dollars (\$180.00) per lot or proportional fraction thereof. Effective January 1, 2007, the maximum annual assessment shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per lot or proportional fraction thereof. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first (1st) day of January of each year....

The last sentence of Paragraph 17 of the Restrictions currently provides:

The maintenance charge shall remain effective until January 1, 1984 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, 1984 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, 1984, or at any time prior to the expiration of any successive five (5) year period thereafter.

The last sentence of Paragraph 17 of the Restrictions is hereby deleted.

This Amendment shall be effective at midnight on January 1, 2006, after the recording hereof in the Official Public Records of Real Property of Harris County, Texas. Other than the above changes or additions, the lot owners hereby ratify and confirm: all the terms, covenants, conditions and provisions of the Restrictions.

APPROVAL AND CERTIFICATION BY THE FUND

APPROVAL of the foregoing Amendment by the Champion Forest Fund, Inc., is hereby evidenced by duly authorized officers of the Fund. The Fund certifies that its records reflect that: all Owners of Lots within Champion Forest, Section Five were provided notice of the proposed Amendment (based on the Fund's current ownership and address records) and were given a fair opportunity to vote thereon; and the required approval percentage was obtained.

EXECUTED on this 29 day of DECEMBER, 2005.

CHAMPION FOREST FUND, INC.
(a Texas Non-Profit Corporation)

By: Leah Borrello
LEAH BORRELLO, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared LEAH BORRELLO, President of CHAMPION FOREST FUND, INC., a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29 day of December, 2005.

Ola M. Guess
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



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