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

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THE STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

KNOW ALL MEN BY THESE PRESENTS:

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A  
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 Nine, and addition in Harris County, Texas, according to the plat thereof recorded in Volume 299, Page 23 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 Nine and Greenwood Properties, Inc., desires to restrict the use and development of said property located in Champion Forest, Section Nine in order to insure that it will be a high-class restricted residential district:

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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 Nine, which restrictions shall constitute covenants running with land and with each and every property owner purchasing or owning lots in Champion Forest, Section Nine, 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 One (1), Two (2) and Three (3) of said Champion Forest, Section Nine shall be and are hereby designated to be used for residential purposes only.

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 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, 1986.

## 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, Carl Stephons, and Gerald R. Shockley. 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 judgements, 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 1,600 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 10 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 8 feet to the rear lot line, nor nearer than 5 feet to any one side lot line and 0 feet to the other 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 Champion Forest, Section Nine.

## 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 thirty nine hundred (3,900) square feet in area or having a width of less than forty (40) feet at the front building setback line shown on the recorded plat of said subdivision.

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**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 building 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 no 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.

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## 15. Terms:

The maintenance fees can be increased on January by a recordable petition of signatures of not less than 80% of the property owners of record as of January 1 of the calendar year in which the increase will be effective. These covenants of restrictions are to run with the land and shall be binding on all owners of lots in Champion Forest, Section Nine, 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 ten years unless an instrument signed by a majority of the then owners on 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 per month 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 judgement, require, but in no event shall such maintenance fund exceed \$180.00 per lot per year unless changed by the owners as specified in 15 hereinabove. 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 Nine, 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, 1982, 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 judgement require, but in no event shall such maintenance fund exceed \$180.00 per lot per year, unless changed by the owners as specified in 15 hereinabove. 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 1982 such maintenance charge shall be paid annually on the 1st day of January of each year in advance, commencing January 1, 1983. All past due maintenance charges shall bear interest from their date at 10% 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 judgement of Champion Forest Fund, Inc. in the expenditure of said fund shall be final so long as said judgement 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.

## 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 mortgage, 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.

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**18. 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.

**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 Nine, 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.

**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.

**21. Underground Electrical Distribution System:**

An underground electric distribution system will be installed within the Subdivision which will be designated an Underground Residential Subdivision and which underground service area shall embrace all Lots in the Subdivision. 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 Electric 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 at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for 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 will install the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent. Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed and this Declaration be amended so as to permit the erection therein of one or more mobile homes, the company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant 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 affected Lot, or the applicant for service to any mobile home, shall pay to the company the sum of (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 over the cost of equivalent overhead facilities 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, provided that in no instance shall Declarant be obligated to pay the electric company such amount representing the excess in cost should the Lot Owners amend the Declaration to allow dwellings of a different type.

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The provisions of the two preceding paragraphs shall also apply to any future residential development in reserve(s), if any, shown on the Subdivision Plat, as such plat exists at the execution of the Agreement for Underground Electric Service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if an Owner in a former reserve undertakes some action which would have invoked the above per front lot foot payment if such action has been undertaken in the Underground Residential Subdivision, such Owner shall pay the electric company \$1.75 per front lot foot unless the Developer has paid the electric company as above-described. The provisions of this section and the two preceding paragraphs do not apply to any future nonresidential development in such reserve(s).

Easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither Builder 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 or improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements, except damage resulting from negligence.

#### EASEMENTS

There are dedicated and reserved permanent and unobstructed easements as shown on the recorded plat of Champion Forest, Section Nine, 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 Nine, 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 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 Nine.

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 Nine, 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 services 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.

- 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 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 reserved by Greenwood Properties, Inc.

EXECUTED this 22<sup>nd</sup> day of October, 1982

GREENWOOD PROPERTIES, INC. <sup>102</sup>

Don E. Hand  
DON E. HAND, PRESIDENT

Ruth Love  
Assistant Secretary

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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 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 22<sup>nd</sup> day of October, 1982.

Betty C. Andrews  
Notary Public in and for  
Harris County, Texas

BETTY C. ANDREWS  
Notary Public, State of Texas  
Commission Expires December 22, 1986



**HOLD FOR**  
**AMERICAN TIRE COMPANY**  
LDB