

S147808

510-28-2439

*Restr*

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
CHAMPIONS CENTRE ESTATES, SECTION 2  
CHAMPIONS CENTRE MIRAGE  
PINNACLE AT CHAMPIONS CENTRE

*9640 24353*

THE STATE OF TEXAS           §  
  § KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS           §

10/03/96 200276621 S147808           \$61.00

WHEREAS, CHAYN MOUSA, an Individual, is the owner of (i) that certain 15.855 acres of land and the improvements thereon more particularly described on the plat of Champions Centre Estates, Section 2 (hereinafter referred to as the "Section 2 Plat") described in Film Code Number 379050 of the Map Records of Harris County, Texas, SAVE AND EXCEPT Reserve "A" as shown on the Section 2 Plat, (ii) that certain 20.668 acres of land and the improvements thereon more particularly described on the plat of Champions Centre Mirage (hereinafter referred to as the "Mirage Plat") described in Film Code Number 380092 of the Map Records of Harris County, Texas, SAVE AND EXCEPT Reserve "A", "B" and "C" as shown on the Mirage Plat, and (iii) that certain 8.0374 acres of land and the improvements thereon more particularly described on the plat of Pinnacle at Champions Centre (hereinafter referred to as the "Pinnacle Plat") described in Film Code Number 380089 of the Map Records of Harris County, Texas, SAVE AND EXCEPT Reserve "A" as shown on the Pinnacle Plat; (hereinafter collectively referred to as the "Land"), and

WHEREAS, CHAYN MOUSA, desires to create a residential community thereon;

NOW, THEREFORE, CHAYN MOUSA, in order to create and carry out a general and uniform plan for the improvement, development, sale and use of Lots (hereafter defined) in the three (3) Subdivisions (hereafter defined) known as CHAMPIONS CENTRE ESTATES, SECTION 2 ("Section 2"), CHAMPIONS CENTRE MIRAGE ("Mirage") and PINNACLE AT CHAMPIONS CENTRE ("Pinnacle") for the benefit of the present and future owners (hereafter defined) of the lots, does hereby establish and adopt the following Restrictions (hereafter defined).

ARTICLE I

DEFINITIONS

As used in these Restrictions, the terms set forth below shall have the meanings indicated:

1. ADDITIONAL LAND - Such tract or tracts, parcel or parcels of Land, other than the Land, made subject to the Restrictions by Declarant (as hereinafter defined) in accordance with the provisions of Article VII hereof.
2. ANNUAL MAINTENANCE CHARGE - The assessment made and levied by the Board against each Owner and his Lot in accordance with the provisions of this Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Restrictions").
3. ARTICLES OF INCORPORATION - The Articles of Incorporation of the Association.
4. ARC - The Architectural Control Committee, its successors or assigns
5. ASSOCIATION - Champions Centre MPC Homeowners Association, Inc. a Texas nonprofit corporation, its successors and assigns to be created on or before January 1, 1997 in accordance with the provisions of these Restrictions.
6. BOARD OR BOARD OF DIRECTORS - The Board Of Directors of the Association, whether such Board be appointed by Declarant or elected by the Association in accordance with the provisions of these Restrictions.

*cel*  
*S*

*Return to:*  
*3707 South Loop West, Suite 100*  
*Houston, Texas 77068 • 713-580-1177*

510-28-2440

7. BYLAWS - The By-Laws of the Association.
8. CHAMPIONS CENTRE MIRAGE (hereinafter referred to as "Mirage") - the Subdivision described in the Mirage Plat
9. CHAMPIONS CENTRE ESTATES, SECTION 2 (hereinafter referred to as "Section 2") - the Subdivision described in the Section 2 Plat.
10. COMMENCEMENT OF CONSTRUCTION - The date of which foundation forms are set for a unit.
11. COMMON AREAS - Any land dedicated or conveyed to the Association for the benefit of all Members of the Association.
12. DECLARANT - CHAYN MOUSA, an Individual, and his successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the Office of the County Clerk of Harris County, Texas. Provided, however, that transfer of Declarant's undeveloped Lots pursuant to a foreclosure or a deed in lieu of foreclosure shall constitute an assignment of the Declarant's rights hereunder to such mortgagee and a written designation of such mortgagee as a successor or assign of the Declarant hereunder.
13. EXTERIOR AREA - The portion of a Lot not covered by a unit.
14. LOT OR LOTS - Each of the residential lots, defined by Lot Number and Block Number described on the Section 2 Plat, Mirage Plat and the Pinnacle Plat and those otherwise made subject to the Restrictions by Declarant in accordance with the provisions of Article VII hereof. Moreover, "Lot" shall also mean a building site for a unit designated pursuant to Section 2.2 (A).
15. MAINTENANCE FUND - Any accumulation of (i) the Annual Maintenance Charges collected by the Board in accordance with the provisions of these Restrictions for the continued maintenance, insuring, repair and operation of, and the construction of improvements on, or within, the Subdivision and (provided however, the Maintenance Fund shall not be used to pay for the maintenance of private streets) (ii) interest, penalties, assessments and other sums and revenues collected by the Board pursuant to these Restrictions.
16. MEMBER OR MEMBERS - A Member or Members of the Association, as more particularly described in Article III hereof.
17. MIRAGE STREET MAINTENANCE FUND - A fund, to be charged annually in addition to the Maintenance Fund, to Owners of Lots within Mirage, for the continued maintenance of the private streets and entry gates in Mirage.
18. MORTGAGE - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the repayment of a loan made to Owner, duly recorded in the office of the County Clerk of Harris County, Texas, and creating a lien or security interest encumbering a Lot and some or all improvements thereon.
19. OWNER OR OWNERS - Any person or persons, firm, corporation or other entity or any combination thereof, that owns, of record, title to a Lot.
20. PINNACLE AT CHAMPIONS CENTRE - (hereinafter referred to as "Pinnacle") - the Subdivision described in the Pinnacle Plat.
21. PINNACLE STREET MAINTENANCE FUND - A fund, to be charged annually in addition to the Maintenance Fund, to Owners of Lots within Pinnacle for the continued maintenance of the private streets and entry gates in Pinnacle.

- 510-28-2441
22. PLAT - The map or maps, Plat or Plats recorded in Film Code #379050 (for the Section 2 Plat), Film Code #380092 (for the Mirage Plat) and Film Code #380089 (for the Pinnacle Plat) in the Map Records of Harris County, Texas, relative to the Lots, and any replat thereof, if any.
  23. PLANS - The final construction plans and specifications (including a related site plan) for any building or improvement of any kind erected, placed, constructed, maintained or altered on any portion of the Land.
  24. RECREATION FACILITY - Any Recreation Facility, if any, and related improvements dedicated or conveyed to the Association.
  25. RESTRICTIONS - The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable and govern the improvement use, occupancy, and conveyance of all the lots and Common Areas in the subdivision as set out in this instrument or any amendment thereto.
  26. SUBDIVISION - The Lots as described in the Mirage Plat, the Pinnacle Plat and the Section 2 Plat, together with all improvements now or hereafter situated thereon and all rights and appurtenances thereto and all Additional Land, or Lots if any, made subject to the Restrictions by Declarant in accordance with the provisions of Article VII hereof.
  27. SUPPLEMENTAL DECLARATION - Any supplemental declaration of covenants, conditions and restrictions filed for record by Declarant in the office of the County Clerk of Harris County, Texas, to bring Additional Land, or Lots within the Restrictions in accordance with the provisions of Article VII hereof.
  28. RULES AND REGULATIONS - Rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners.
  29. UNIT - Single family residence and appurtenances constructed on a Lot.
  30. UTILITY COMPANY OR UTILITY COMPANIES - Any public or private entities, utility district, or governmental entity (including without limitation, districts created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution) that regulate, provide or maintain utilities and drainage.

## ARTICLE II

### GENERAL PROVISION RELATING TO USE AND OCCUPANCY

#### SECTION 2.1 USE RESTRICTIONS.

A. GENERAL. Each Owner shall use his Lot and his unit, if any, thereon for single family residential purposes only. As used herein, the term "Single Family Residential Purposes" shall be deemed to prohibit specifically, but without limitation, the use of lots for duplex apartments, garage apartments (except for use by domestic servants when the garage apartment is an auxiliary structure to a main Single Family Residence) or other apartment or multifamily uses or for any business, professional or other commercial activity of any type or for temporary habitation in temporary buildings or non-completed structures. No Owner shall use the Common Areas or use or permit such Owner's Lot or Owner's unit to be used for any purpose that would (i) void any insurance in force with respect to the Subdivision; (ii) make it impossible to obtain any insurance required by these Restrictions; (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (iv) constitute a violation of the Restrictions, any applicable law, ordinance, rule or regulation (including the rules and regulations); or (v) unreasonably interfere with the use and occupancy of the Subdivision by other Owners. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes, except on those lots which may be designated by Declarant, its successors or assigns, to be used for sales offices, construction offices and storage facilities for a period of time commensurate with its home construction/sales program.

**B. STORAGE OF AUTOMOBILES, BOATS, TRAILERS, OTHER VEHICLES AND EQUIPMENT.** No automobiles, Boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, inoperative vehicles, equipment or machinery of any kind, camp rigs, off truck, boat rigging, or any item deemed offensive by the committee, shall be stored permanently on any public street, right-of-way or driveway. Permanent or semipermanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence. Semipermanent storage is defined as the storage without movement for a period not exceeding forty-eight (48) hours.

**C. MAINTENANCE OF LAWNS AND PLANTINGS.** Each Owner of property within the Subdivision shall keep all shrubs, trees, grass and plantings of every kind on his property, including setback areas and planted areas between setback lines and the street curb, if any, and on any property located between the boundary line of his property and the street (public or private) on which such property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. The Association shall have the right, at any time, to plant, replace, maintain and cultivate shrubs, trees, grass and plantings on any property not part of any Lot, regardless of whether any Owner or the Association is responsible hereunder for maintenance of such area. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any property within the Subdivision by Declarant or the Association without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any property not contained in any Lot, at any reasonable time, for the purpose of planting, replacing, maintaining or cultivating such shrubs, trees, grass or plantings, and shall not be liable for the trespass for so doing within the Subdivision boundary.

**D. NUISANCES.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within the Subdivision, and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property and all such security devices shall be properly maintained and monitored so as to prevent reoccurring false alarms.

**E. REPAIR OF BUILDINGS.** No building or structure upon any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

**F. TRASH CONTAINERS AND COLLECTION.** No garbage or trash shall be placed or kept on any part of the Subdivision except in covered containers of a type, size and style which are approved by the Board. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and, then, only the shortest time reasonably necessary to effect such collection.

**G. VISUAL SCREENING ON LOTS.** The drying of clothes in public view is prohibited, and the owner or occupant of any Lot at the intersection of streets or adjacent to parks, playgrounds or other facilities shall screen clothes drying from public view.

**H. RIGHT-OF-WAY.** During reasonable hours, Declarant, any member of the Architectural Review Committee, any member of the Board, or any authorized representative or any of them, shall have the right to enter upon and inspect any Lot, and the improvements thereon, for the purpose of ascertaining whether or not the provision of the Restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

**I. ANIMALS.** No animals, livestock (including pet pigs and rabbits), poultry, or birds, other than a reasonable number of generally recognized house or yard pets, such as dogs and cats, shall be maintained on any part of the Subdivision and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from neighboring property. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable.

**J. DISEASES AND INSECTS.** No Owner shall permit any thing or condition to exist upon any part of the Subdivision which shall induce, breed or harbor infectious plant diseases or noxious insects.

**K. RESTRICTION ON FURTHER SUBDIVISION/COMPOSITE BUILDING SITES.** No Lot shall be further subdivided, and no portion less than all of any such Lot, nor any easement or other interest shall be conveyed by any Owner without the prior written approval of the Architectural Review Committee. Notwithstanding the foregoing however, any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of constructing improvements on such resulting site, in which case, setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded Plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of Lots in the same block.

**L. SIGNS.** No signs whatsoever (including but not limited to commercial, political and similar signs) which are visible from neighboring property shall be erected or maintained on any parcel of property within the Subdivision except:

- (1) Street signs and such signs as may be required by law;
- (2) A residential identification sign of a combined total face area of seventy-two square inches or less;
- (3) During the time of construction of any building or other improvement, one job identification sign not larger than eighteen by twenty-four inches in height and width and having a face area not larger than three square feet; and
- (4) A "For Sale" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Harris County, Texas, to advertise individual parcels of residential real property not to exceed six (6) square feet of surface area. Such signs shall expressly prohibit homemade signs, "For Lease" signs, and any wording in excess of contact name and phone numbers.
- (5) Signs used by Declarant, its successors or assigns, for a period of time commensurate with its home construction sales program. Declarant or its assignee shall have the right to remove any sign, advertisement billboard, or advertising structure which is in violation of the foregoing and in so doing shall not be subject to any liability for trespass in connection therewith or arising from such removal. Any signs shall be subject to the prior review and approval of the Architectural Review Committee.

**M. PARKING.** No on-street parking will be allowed overnight, or for a period of more than six (6) hours during the day, or by the same car on a daily basis without the specific written approval of the Board.

**N. DECLARANT'S EXEMPTION.** Nothing contained in these Restrictions shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, successors, or assigns of structures or signs necessary, or convenient to the development, advertisement, sale, operation or other disposition of property within the Subdivision. Moreover, banks or other lenders supplying financing to Declarant in connection with the development of the Subdivision or improvements thereto may erect signs in the Subdivision in the Common Areas or on Lots owned by Declarant, which signs identify such lenders and the fact that they are supplying such financing.

**O. SIDEWALKS.** No sidewalk shall be constructed on any Lot parallel to the street on which the Lot fronts. Provided however, that the foregoing prohibition as to sidewalks shall not apply as to areas located between the front entry leading to the driveway, or the rear of a unit and the rear lot line on which said unit is located.

**P. VISUAL OBSTRUCTION AT INTERSECTION.** No object shall be placed or located on corner Lots which obstructs sight lines at elevations between two (2) and six (6) feet above the top of the street curb within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from said junction.

## Section 2.2 APPROVAL OF PLANS.

A. No building or improvement of any kind will be erected, placed, constructed, maintained or altered on any portion of the land, until the plans for such building or improvement have been submitted to and approved in writing by the Architectural Review Committee (hereinafter referred to as the "ARC") as established under Article XI of these Restrictions. The determination of the ARC shall be in its sole discretion. No unit shall be constructed on a building site of a size smaller than a Lot (as originally shown on the Plat). A unit may be constructed on a site larger than a Lot (see Section 2.1 (K) hereof). The building site, in accordance with the foregoing sentence shall be designated in the plans submitted to the ARC. After the building site has been so designated, and approved by the ARC, such building site shall be deemed to be one Lot for all purposes hereunder.

B. In determining whether such plans shall be approved, the ARC may take into consideration factors deemed appropriate by the ARC. Such factors may include, without limitation, the following:

- (1) Compliance with these Restrictions;
- (2) Quality of the building materials or improvements;
- (3) Harmony of external design of such building or, improvement with existing and proposed buildings and improvements and with the design or overall character and aesthetics of the Subdivision;
- (4) Location of such building or improvement within the Lot on which it will be constructed or placed;
- (5) The number of square feet to be contained in such building or improvement;
- (6) Compliance with the rules and regulations; and
- (7) Compliance with laws, ordinances, rules or regulations of any county, state, municipal or other governmental authority.

C. The ARC shall approve or disapprove the plans in accordance with the following procedures:

- (1) Two (2) complete sets of plans (including plot plans,) shall be delivered to the ARC at its place of business as set forth in the rules and regulations. Complete landscape plans are to be included.
- (2) If the plans are approved by the ARC, a letter of approval, including a description of qualifications or required modifications, if any, will be prepared for the countersignature of the Owner. Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval. If construction is not commenced within six (6) months after such approval, Owner shall not begin construction of any building or improvement of any kind until the corresponding plans have been resubmitted and re-approved by the ARC in accordance with the provisions of this Section 2.2.
- (3) If the plans are disapproved by the ARC, one set of such plans shall be returned marked "Disapproved". Disapproved plans shall be accompanied by a statement of reasons for disapproval.
- (4) If the ARC fails to indicate its approval within thirty (30) days after receipt of plans, it will be deemed that the ARC has disapproved such plans.
- (5) The ARC may require payment by any party who submits plans for approval of a cash fee to compensate for the expense of reviewing such plans. The initial fee hereby set for the review of plans is Twenty-Five Dollars (\$25.00). If it considers that the circumstances so warrant, the ARC may increase such fee without the joinder or consent of any other party.

(6) The ARC may from time to time promulgate and publish architectural standards bulletins. A copy of such architectural standards bulletins in effect at the time will be furnished to Owners on request. Such architectural standards bulletins will supplement these Restrictions and may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements. Such architectural standards bulletins, as they may be promulgated from time to time by the ARC, shall be incorporated in these Restrictions by this reference.

D. All decisions of the ARC shall be final and binding and there shall be no review of any action of the ARC. The ARC shall have the right to delegate its rights and obligations under this Article II to the Board of the Association at any time. No approval of plans, and no publication of architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed structure. Such approvals and standards shall in no event be construed as a representation or guarantee by the ARC or Board that any structure will be built in a good or workmanlike manner. Neither Declarant, nor the members of the ARC or the Board or their representatives, shall be liable in damages to anyone submitting plans to the ARC or the Board for approval, or to any Owner or lessee of any part of the Subdivision affected by these Restrictions, by reason of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the ARC for approval agrees, by submission of such plans, and every Owner or lessee of any portion of the Subdivision agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant or the members of the ARC or the Board, or their representatives, to recover any such damages.

E. Declarant reserves the right to modify and change the conditions contained in Article II for any additional land made subject to the declaration if such modifications and changes in Declarant's judgment will result in a more common beneficial use and enhance the overall development plan for the property.

F. The Declarant hereby reserves the right in its sole and absolute discretion to grant a variance from the application of these Restrictions upon written application of an Owner if in Declarant's judgment such variance will result in a more common beneficial use and enhance the overall development of the Subdivision.

### SECTION 2.3 DECORATION, MAINTENANCE, ALTERATION AND REPAIRS.

A. Subject to the provision of Section 2.2, and subject to the rules and regulations, each Owner shall have the right to modify, alter, repair, decorate, redecorate or improve such Owner's unit, provided that all such action is performed with a minimum inconvenience to other owners and does not constitute a nuisance. Notwithstanding the foregoing, the Board, or the ARC, may require any Owner to remove or eliminate any object situated on such Owner's unit or Lot that is visible from any Common Areas or from any other Lot, if, in the Board's sole judgment, such object detracts from the visual attractiveness of the Subdivision.

B. Each Owner shall maintain his Lot, his unit and his improvements in good order and repair at all times.

C. The Association shall maintain the Common Areas, but not streets maintained by public authorities.

### SECTION 2.4 CONSTRUCTION.

A. STORAGE. Without the prior written consent of the Board, no building material of any kind or character shall be placed or stored upon any Lot more than thirty (30) days before the construction of a structure or improvements is commenced. All materials permitted to be placed on a Lot shall be placed within the property lines of the Lots and not on any easement within the Lots. At the completion of such building or improvements, any unused materials shall be removed immediately from the Lot. After commencement of construction of any structure or improvements on the Lots, the work thereon shall be prosecuted diligently, to the end that the structure or improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Unless otherwise authorized in writing by the ARC prior to commencement of construction, the construction of any structure or improvements on a Lot shall be completed within twelve (12) months from date of commencement of construction, excepting delays due to strikes, war, acts of God or other causes beyond the control of the Owner.

**B. TEMPORARY STRUCTURES.** No structures of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or any other out-building structure or building, other than the permanent residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no house garage or other structure appurtenant thereto, shall be moved upon any Lot from another location. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Land as may be deemed necessary or convenient during the period of and in connection with the sale of Lots, construction and sale of residences and construction of other improvements in the Subdivision.

**C. MATERIALS.** Only new construction materials (except for used brick) shall be used in constructing any structure or improvement situated on a Lot. Unless otherwise approved in writing by the ARC, all units situated on any Lot shall have not less than One Hundred (100%) masonry (such as stone or brick or stucco, but excluding plaster and other trowel applied material) construction, or it's equivalent (at the discretion of the ARC), on the exterior wall area of the entire first floor and on all frontal elevations (excluding windows, doors, garage doors and entry areas as determined by the ARC) and all chimneys, except that detached garages may have wood siding of a type and design approved expressly by the ARC. In addition to the foregoing masonry requirement, all units situated on any Lot shall have not less than Seventy-Five Percent (75%) masonry (such as stone or brick or stucco, but excluding plaster and other trowel applied material) construction, or it's equivalent (at the discretion of the ARC) on the entire exterior wall area (excluding doors, garage doors and windows). It is further required that with respect to one-story houses all such units situated on any Lot shall have not less than One Hundred Percent (100%) masonry (such as stone or brick or stucco, but excluding plaster and other trowel applied material) construction, or it's equivalent (at the discretion of the ARC) on all exterior wall areas (excluding windows, doors and garage doors) except that detached garages may have wood siding with type and design approved expressly by the ARC. All garage interiors must be sheetrocked and painted.

**D. CARPORTS AND GARAGES.** No carports shall be constructed on any Lot without the prior written consent of the ARC. A Port Coterie may be approved by the ARC and will not be considered a carport; however, the Porte Coterie will be required in addition to a garage. All garages must first be approved by the ARC and shall be (a) fully operational, (b) capable of housing at least two (2) automobiles, (c) enclosed by garage doors which must be kept closed when not in use by the Owner or Occupant, must be constructed of metal or any similar material (unless otherwise approved in writing by the ARC), must be harmonious in quality and color with the exterior of the appurtenant unit and shall be installed with electric opening and closing devices, which devices shall at all times be kept in a serviceable condition. All attached garages shall load from the side or rear, unless otherwise provided herein or unless approved in writing by the Board.

**E. AIR CONDITIONING.** No window, roof or wall type air conditioner that is visible from any public street, Common Area or adjacent Lot, shall be used, placed or maintained on or in any unit.

**F. GARBAGE DISPOSAL.** Each kitchen in each unit shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

**G. LANDSCAPING.** Prior to sale of the home and occupancy thereof and thereafter, all yards of all Lots must be landscaped in accordance with an ARC approved landscape plan.

**H. ROOFS.** The roof of any building shall be constructed or covered with (i) asphalt or composition type shingles in earth tone colors, not less than 240 lbs. per square, (ii) crushed marble, slag or pea gravel set in a built up style roof or roof surfaces not visible from the fronting street, (iii) concrete or clay tile, or (iv) slate, copper, sheet metal, or aluminum shingles. All roof material shall be in earth tone colors and the material and color must be approved in writing by the ARC prior to installation. Any other type roofing material shall be permitted only at the sole discretion of the ARC.

**I. ANTENNAS.** No external antennas shall be permitted on any Lots within the Subdivision if such antennas are visible from any other Lot or public street within the Subdivision.



**J. ROOF VENTILATORS.** All roof ventilators (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any public street. The ARC shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

**K. FOUNDATIONS.** Not more than one (1') foot of vertical surface of concrete slab of any unit shall be exposed to view from any public street or adjacent Lots. Any slab in excess of one (1') foot in height above finished grade shall have at least that excess in height covered with siding or masonry used in constructing the unit. Any unit with a pier and beam foundation shall have all mechanical, electrical, plumbing lines and fixtures located thereunder screened from view from any public street and from adjacent units. The ARC, in its sole discretion, will determine the adequacy of any screening technique employed.

**L. TREE REMOVAL.** All landscape plans submitted will incorporate the existing trees wherever possible. The digging or removal of dirt from any Lot is expressly prohibited except as necessary in conjunction with the initial construction and subsequent landscaping of improvements on the Lot. No trees in excess of six inches (6") in trunk diameter shall be cut without the prior approval of the ARC except to remove dead or unsightly trees. Transplantable trees that are to be removed for paved areas or structures are to be indicated on the landscape plan and transplanted in accordance with the approved plan. Declarant may, but shall not be obligated to, remove for transplanting any such trees that are to be removed for construction. Prior to clearing, the Owner of a Lot must give the ARC seven (7) days written notice to schedule a walk through to determine compliance with these regulations.

**M. MAILBOXES.** When a unit is constructed, a brick, stone, or other similar material mailbox shall be built consistent with the architecture of the unit in accordance with plans approved by the ARC. The mailbox shall include a street address plaque to be designed for the Subdivisions so that all address plaques shall be harmonious in type, material and appearance. No mailboxes on poles shall be allowed. All street address signs and numbers, including the location, shall be in accordance with a standard established by the ARC.

**N. CONCRETE FLATWORK.** No grey concrete flatwork will be allowed in areas visible from any street except for driveways and sidewalks. All submittals must be accompanied by full specification data for approval by the Board.

**O. POOLS SPAS, HOT TUBS.** All pools, spas and hot tubs shall be maintained in a healthful, safe and sanitary condition. The bacterial content of the water in any pool, spa and hot tub shall not be allowed to exceed the safe limits as prescribed by established standards of the Texas Department of Health. No above ground swimming pools will be allowed unless specifically approved by the ARC.

**SECTION 2.5 SIZE OF RESIDENCES.**

No unit erected on any Lot shall have more than two and one-half (2-1/2) stories. No unit with an interior area of less than the applicable minimum number of square feet set forth below, exclusive of the area of attached garages, porches or other appurtenances or appendages, shall be erected on any Lot:

<u>TYPE OF STRUCTURE</u>	<u>MINIMUM INTERIOR AREA</u>
<u>FOR CHAMPIONS CENTER ESTATES, SECTION 2</u>	
(A) One (1) story residences	2500 square feet
(B) One and one-half (1-1/2), Two (2) and Two and one-half (2-1/2) story residences	3100 square feet (with at least 1800 square feet on the first floor)

FOR CHAMPIONS CENTRE MIRAGE

- |     |  |  |
|-----|--|--|
| (A) | One (1) story residences   | 3000 square feet   |
| (B) | One and one-half (1-1/2),<br>Two (2) and Two and one-half (2-1/2) story residences | 3600 square feet (with at least 2000 square feet on the first floor) |

FOR PINNACLE AT CHAMPIONS CENTRE

- |     |  |  |
|-----|--|--|
| (A) | One (1) story residences   | 3300 square feet   |
| (B) | One and one-half (1-1/2),<br>Two (2) and Two and one-half (2-1/2) story residences | 4000 square feet (with at least 2500 square feet on the first floor) |

Front setback lines for each Lot shall be twenty-five feet (25'), unless otherwise designated on the Plat. No structure or improvements, except for mailboxes, exterior lighting, and sidewalks leading from the street to the unit, shall be located on any Lot between the building setback lines pertaining to such Lot and the street rights-of-way on which such Lot fronts or which are adjacent to any side lot line of such Lot. In addition, no structure or improvements shall be located nearer than five feet (5') to any interior (side) lot line for Section 2, seven feet (7') for Mirage and ten feet (10') for Pinnacle. No attached garage facing the front lot line shall be located closer than ten feet (10') from the front of the unit. No detached garage shall be located closer to the front lot line than sixty-five feet (65'). A detached garage or other permitted accessory building located sixty-five feet (65') or more from the front lot line may be located as close as, but not closer than three feet (3') from an interior lot line, except that in no event shall a garage be allowed to encroach into any existing or proposed Houston, Lighting & Power, street, light, easement or other utility easement or buffer zone. No unit or any part thereof shall be located nearer than twenty feet (20') from the rear lot line with the exception of detached garages. For the purposes of this Section 2.5, eaves, steps and open porches shall not be considered to be a part of the building or structure; provided, however, that the foregoing shall not be construed to permit any portion of a building or any such eave, step or open porch on a Lot to encroach upon another Lot. For the purposes of these Restrictions, the front Lot line of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting any street right-of-way. Unless otherwise approved in writing by the ARC, each unit shall face the front lot line of the Lot upon which it is constructed, and each detached garage shall be provided with a driveway access from the front of the Lot, except for corner Lots. No driveway shall encroach within a one foot (1') minimum of any property line. Such access into the garage must comply with the terms stated in Section 2.4 and with all requirements established by the ARC. No garage shall be located nearer to the front lot line than the minimum building setback lines pertaining to such Lot. (If these Restrictions shall impose more restrictive setback lines than the Plat, then these Restrictions shall control over the Plat. However, if the Plat imposes a more restrictive setback line than these Restrictions, then the Plat shall control these Restrictions.)

**SECTION 2.6 WALLS, FENCES AND HEDGES.**

A. No walls, fences or hedges shall be erected or maintained nearer to the front lot line of any Lot than the walls of the dwelling situated on such Lot that are nearest to such front lot line, but may be located on side lot lines, unless otherwise approved in writing by the ARC.

B. All fences and walls wherever located on a Lot must be approved in writing by the ARC. Fences and walls must be constructed of ornamental iron, wood or masonry construction. Any wood fence visible from a street must have a top cap. No chain link fences shall be permitted.

C. Ownership of any wall, fence or hedge erected on a Lot shall pass with title to such Lot and it shall be the new Owner's responsibility to maintain such wall, fence or hedge thereafter. In the event any Owner or occupant of any Lot fails to maintain said wall, fence or hedge and such failure continues after thirty (30) days' written notice

thereof, Declarant, its successors or assigns, or the Association, may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be repaired or maintained or to do any other thing necessary to secure compliance with these Restrictions, and to place said wall, fence or hedge in a satisfactory condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such charge immediately upon receipt of the corresponding statement.

D. Declarant shall have the right, but no obligation, to construct within the Subdivision, fences or walls and hereby reserves a six foot (6') wide easement adjacent to all such walls for maintaining of same. Owners shall be responsible for any damage, and costs attributable thereto, caused to such fence or wall by said Owner or their respective assigns, agents, invitees and representatives.

E. No fence shall be greater than six feet (6') in height, except where bordering a Reserve as designated on the Plat in which event a fence may be no greater than eight feet (8') in height on the boundary of any such Lot bordering any Reserve(s). Notwithstanding anything contained in the foregoing sentence to the contrary however, no fence on the common boundary between any Lot and the Landscape Reserve(s) adjacent to Champions Centre Drive, or any Lot adjoining Champions Centre Drive shall be constructed of any height without the prior approval of the ARC.

#### SECTION 2.7 RESERVATIONS AND EASEMENTS.

A. Title to all streets, drives, boulevards and other roadways, and to all easements shown on the Plat, is hereby expressly reserved and retained by Declarant subject only to the grants and dedications expressly made on the Plat.

B. Declarant reserves the utility easements, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all utility systems (which systems shall include systems for drainage purposes) now or hereafter deemed necessary by Declarant for all utility purposes (which purposes shall include drainage purposes), including systems of electric light and power supply, drainage, telephone service, cable television service, gas supply, water supply and sewer services, including systems for utilization of services resulting from advances in science and technology. There is hereby created an easement upon, across, over and under all of Section 2, Mirage and Pinnacle for ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying services to install and maintain pipes, wires, conduits, service lines, or other utility facilities (which facilities shall include drainage facilities) or appurtenances thereto, under the land within the drainage and utility easements now or from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this Section 2.7 (B) no utilities (including drainage) or appurtenances thereto may be installed or relocated on the Subdivision until approved by Declarant or the ARC.

C. Declarant reserves the right to impose further Restrictions and dedicate additional easements and roadway rights-of-way, by instrument recorded in the office of the County Clerk of Harris County or by express provisions in conveyances to Lots that have not been conveyed by Declarant, and to Lots conveyed by Declarant the right to dedicate such additional easements so long as same in no way materially adversely affect the buildable area of such Lots.

D. Subject to the foregoing, Declarant hereby dedicates to the use of the public all streets, drives, boulevards and other roadways, in Champions Centre Estates, Section 2, and all utility easements shown on the Plats of Champions Centre Estates, Section 2, Champions Centre Mirage and Pinnacle at Champions Centre; provided, however, that the use thereof by any utility company is limited to utility companies having agreements in writing with Declarant for the proper provisions of utility services.

E. Declarant reserves the right to make changes in and additions to all easements for the purpose of aiding in the most efficient and economic installation of utility systems.

F. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land in the Subdivision by contract, deed, or other conveyance shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore, or any other minerals, water (surface or underground), gas, sanitary sewer line, storm sewer line, water line, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or utility companies through, along or upon said easements or any part thereof to serve said Lot or parcel of land or any other portions of the Subdivision. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party. Notwithstanding the fact that the title conveyed by Declarant to any Lot or parcel of land in the Subdivision by contract, deed, or other conveyances shall not be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore or any other minerals, Declarant shall have no surface access to any Lot for mineral purposes, all as more fully set out in the deed to be delivered to each Lot.

G. An easement is hereby granted to the Association in and to the Subdivision for the purposes of providing and maintaining utility services (including, without limitation, electricity, gas, water, sanitary sewer, storm sewer, telephone and television antenna, and similar services) to the Units and the Common Areas.

H. An underground electric distribution system will be installed in that part of the Subdivision, designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in the Subdivision, at the execution of this agreement between Company and Declarant (sometimes hereinafter referred to as the "Developer") or thereafter. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the 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. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowner's to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit 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 has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such Subdivision, townhouses, duplexes and apartment structures, all of 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 and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the Lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer 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 each 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 or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities servicing such Lot, which arrangement and/or addition is determined by Company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of the Subdivision, 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 a Lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

#### SECTION 2.8 TITLE TO AND OPERATION OF THE COMMON AREAS.

A. An easement is hereby granted to each Owner in and to the Common Areas, if any, for each such Owner's use and enjoyment of the Common Areas and for access to each such Owner's Lot, such easement being subject to the rules and regulations adopted from time to time by the Board and to the Board's right to control the use and operation of the Common Areas pursuant to Section 2.8 (B).

B. The Board shall have the exclusive right to control the use, maintenance and operation of the Common Areas. Such right includes, without limitation, the following.

(1) The right to charge reasonable admission, rental and other fees for the use of any facility comprising any portion of the Common Areas.

(2) The right to permit non-owners to use the Common Areas on terms acceptable to the Board.

(3) The right to borrow money for the purpose of maintaining, operating, or constructing improvements in the Common Areas and, in connection with any such borrowing, to grant a lien against the Common Areas to secure the Board's obligation to repay such money.

(4) The right to restrict the rights of an Owner who violates any of the provisions of these Restrictions to use the Common Areas in accordance with the provisions of this Section 2.8.

(5) The right to dedicate or transfer all or any part of the Common Areas that have been conveyed to the Association to any public agency, authority or utility, and to sell, lease or pledge those Common Areas to any third party, if the Board deems such action to be in the best interest of the Association.

(6) The right to contract for and cause to be built and maintained in the Common Areas such Recreational Facilities, if any, as the Board may, in its discretion, deem to be in the best interests of the Association.

C. The Board's rights to control the operation of the Common Areas as set forth in Section 2.8(B) are not a warranty or representation that any of such rights are contemplated or will be exercised by the Board. Furthermore, Declarant shall have no responsibility whatsoever to construct any improvements in the Common Areas.

D. An easement is hereby granted to the Association to enter upon the Lots for the purposes of landscaping, maintaining and repairing the Common Areas in accordance with the terms and provisions of these Restrictions.

E. Declarant may, from time to time, convey all or any portion of the Common Areas to the Association in trust for the benefit of the Owners.

### ARTICLE III

#### MANAGEMENT AND OPERATION OF SUBDIVISION

##### SECTION 3.1 MANAGEMENT BY ASSOCIATION

The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction or maintenance, repair, replacement, administration, insuring and operation of the Subdivision as herein provided for and as provided for in the Bylaws and in the rules and regulations. The business and affairs of the Association shall be managed by its Board of Directors. The Declarant shall determine the number of directors and appoint, dismiss and reappoint all of the members of the Board until the first meeting of the members of the Association is held in accordance with the provisions of Section 3.4 and a Board of Directors is elected. The Board of Directors elected at the first meeting of members of the Association is herein sometimes called the "First Elected Board" or the "First Elected Board of Directors". The Board of Directors appointed by Declarant pursuant to the provision of this Section 3.1 is herein sometimes referred to as the "Appointed Board".

The Appointed Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Subdivision. Without limiting the generality of the foregoing, the Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Restrictions, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of Recreational Facilities, or other matters of mutual interest.

##### SECTION 3.2 MEMBERSHIP IN ASSOCIATION.

Each Owner, including Declarant during the period of time in which Declarant owns any Lot, shall be a member in the Association and such membership shall terminate automatically when such ownership ceases. Upon the transfer of ownership of a Lot, howsoever achieved, the new Owner thereof shall, concurrently with such transfer, become a member in the Association.

##### SECTION 3.3 VOTING OF MEMBERS.

The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be all Owners except Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each Lot.

CLASS B. The Class B members shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (A) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (B) Fifteen (15) years from the date hereof.

## SECTION 3.4 MEETINGS OF THE MEMBERS.

A. The first meeting of the members of the Association shall be held when called by the Appointed Board upon no less than ten (10) and no more than fifty (50) days' prior written notice to the members. Such written notice may be given at any time but must be given not later than thirty (30) days after ninety-five percent (95%) of all of the Lots have been sold by the Declarant to a homeowner or homebuilder and a deed recorded in the office of the County Clerk of Harris County, Texas, for each such Lot. A conveyance by Declarant to an entity in which Declarant owns a minimum of 50%, shall not be considered as a sale. The First Elected Board shall be elected at the first meeting of the members of the Association.

B. Thereafter, annual and special meetings of the members of the Association shall be held at such place and time and on such dates as shall be specified in the Bylaws.

## SECTION 3.5 ELECTION AND MEETINGS OF THE FIRST ELECTED BOARD OF DIRECTORS.

The First Elected Board of Directors shall be elected and shall meet in the manner set forth in the Bylaws.

## SECTION 3.6 DISPUTES.

In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or the Association.

## SECTION 3.7 PROFESSIONAL MANAGEMENT.

The Board may retain, hire, employ or contract with such professional management as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, insuring, administration and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

## SECTION 3.8 BOARD ACTIONS IN GOOD FAITH.

Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

## ARTICLE IV

## MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

## SECTION 4.1 ANNUAL MAINTENANCE CHARGE.

Each Lot located within Section 2, Mirage and Pinnacle shall be subject to an annual Maintenance Charge of \$576.00 per year. The amount of the Annual Maintenance Charge for each Lot may be increased or decreased by the Board from time to time, but not more often than once per year. However, if any such change increases the Annual Maintenance Charge by more than twenty percent (25%) of the amount of the Annual Maintenance Charge in the preceding calendar year, the change must be approved by a majority of the total votes of the Association by written vote taken not less than ten (10) days prior to the first day of January of the year in which such increase is scheduled to become effective, and the Owners of each Lot in the Subdivision shall have the votes as set forth in Section 3.3.

## SECTION 4.2 PAYMENT OF ANNUAL MAINTENANCE CHARGE BY DECLARANT AND BUILDERS.

Notwithstanding anything to the contrary herein, no Lot owned by Declarant shall be subject to the payment of an Annual Maintenance Charge, or any Special Assessment. The Board may grant temporary maintenance charge exemptions of 50% of the Annual Maintenance Charge for Lots owned by bonafide builders who buy Lots for construction of units for third parties.

## SECTION 4.3 MAINTENANCE FUND.

Subject to the provisions of Section 4.1 hereof, the Annual Maintenance Charge collected by the Board shall be paid into the Maintenance Fund and shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Subdivision and the Owners of Lots therein. The Board shall, by way of illustration and not by way of limitation expend the Maintenance Fund for the administration, management, and operation of the Subdivision and for the landscaping, maintenance, insuring, repair, and operation of, and the construction of improvements on, the Common Areas; for the enforcement of these Restrictions by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful misdeeds.

## SECTION 4.4 SPECIAL ASSESSMENTS.

If the Board at any time, or from time to time, determines that the Annual Maintenance Charge assessed for any period are insufficient to provide for the continued operation of the Subdivision, the maintenance of the Common Areas, or any other purposes contemplated by these Restrictions, then the Board shall have the authority to levy such Special Assessments ("Special Assessments") as it shall deem necessary to provide for such continued maintenance and operation. Without limiting the generality of the foregoing, such Special Assessments may be assessed because of casualty or other loss to any part of the Common Areas. No Special Assessments shall be effective until the same is approved in writing by Members holding at least a majority of the votes in the Association, or by a majority at any regular or special meeting of the Members. Any such Special Assessment shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment of the Annual Maintenance Charges.

## SECTION 4.5 ENFORCEMENT OF ANNUAL MAINTENANCE CHARGES.

The Annual Maintenance Charge assessed against each Owner shall be due and payable, in advance, on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the second (2nd) day of each January thereafter. Any such amount not paid and received by the tenth (10th) day of each January thereafter shall be deemed delinquent and, without notice, shall bear interest at the highest contract rate per annum allowed by law from the date originally due until paid.

To secure the payment of the Annual Maintenance Charges, Special Assessments levied hereunder and any other sums due hereunder (including without limitation interest, late fees or delinquency charges), a vendor's lien and superior title shall be and is hereby reserved in and to each Lot and unit and assigned to the Association, without recourse, which lien shall be enforceable as hereinafter set forth by the Association or the Board on behalf of the Association. The liens described in this Section 4.5 and the superior title herein reserved shall be deemed subordinate to any mortgage for the purchase or improvement of any Lot and any renewal, extension, rearrangements or refinancing thereof. The collection of such Annual Maintenance Charges and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorneys fees shall be chargeable to and be a personal obligation of the defaulting Owner. The voting rights of any Owner in default in the payment of the Annual Maintenance Charges, or other charge owing hereunder for which an Owner is liable, may be revoked by action of the Board for the period during which such default exists.

Notice of the lien referred to in the preceding paragraph may be given by the recordation in the office of the County Clerk of Harris County, Texas of an affidavit, duly executed, and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot.

Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Board the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charges and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as same may be



amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to its Lot, each Owner by acceptance of such deed expressly grants, bargains, sells and conveys to the President of the Association from time to time serving, as Trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Maintenance Charges, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time. The Trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and attested to by the Secretary of the Association and filed in the office of the County Clerk of Harris County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the Trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Lot, and all rights appurtenant thereto, at the door of the county courthouse of Harris County, Texas on the first Tuesday in any month between the hours of 10:00 A.M. and 4:00 P.M. to the highest bidder for cash at public venue after the Trustee and the Board, respectively shall have given notices of this proposed sale in the manner hereinafter set forth or as otherwise required by law, and to make due conveyance to purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such Lot and his heirs, executors, administrators, and successors. The Trustee shall give notice of such proposed sale by posting a written notice of time, place and terms of the sale for at least twenty-one (21) consecutive days preceding the date of sale at the courthouse door of Harris County, Texas and, in addition, the Board shall serve written notice at least twenty-one (21) days preceding the date of sale or the proposed sale by certified mail on each of such Owner or Owners according to the records of the Association. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such Owner or Owners at the most recent address as shown by the records of the Association, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

It is the intent of the provisions of this Section to comply with the provisions of Section 51.002, Texas Property Code, relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to these Restrictions filed in the office of the County Clerk of Harris County, Texas, amend the provisions hereto so as to comply with said amendments to Section 51.002.

#### SECTION 4.6 NOTICE OF SUMS OWING.

Upon the written request of an Owner, the Association shall supply to such Owner a written statement setting out the then current total of all Maintenance Charges, Special Assessments, and other sums, if any, owing by such Owner with respect to its Lot; in addition to such Owner, the written statement from the Association so advising the Owner shall also be addressed to and be for the benefit of a prospective Lender or purchaser of the Lot, as same may be identified by said Owner to the Association in the written request for such information.

#### SECTION 4.7 FORECLOSURE.

In the event of a foreclosure of a mortgage with respect to a Lot, the purchaser at the foreclosure sale shall not be responsible for Maintenance Charges, Special Assessments, or other sums, if any, owing by the prior Owner of the Lot to the Association prior to the foreclosure, but said purchaser and its successors shall be responsible for Maintenance Charges, Special Assessments, and other sums, if any, becoming due and owing to the Association with respect to said Lot thereafter.

## ARTICLE V

## INSURANCE

## SECTION 5.1 GENERAL PROVISIONS.

The Board shall obtain insurance for the Subdivision in such amounts as the Board shall deem desirable.

## SECTION 5.2 POLICIES.

All policies of insurance provided for in this Article V shall name as insured the Association, as Trustee for each Owner, each such policy shall be without contribution with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policy shall not be terminated for any cause without at least thirty (30) days prior written notice to the Association. Any proceeds paid in respect of any insurance policy obtained by the Board pursuant to this Article V shall be held and disbursed by the Board in accordance with these Restrictions.

## SECTION 5.3 SUBORDINATION.

Each Owner and the Association agree to and hereby waive all rights of subrogation against the Declarant that they may have now or in the future under or with respect to any insurance policies.

## SECTION 5.4 INDIVIDUAL INSURANCE.

Each Owner shall be responsible for insuring his Lot and his unit, its contents and furnishings. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance, if any, obtained by the Board for the benefit of all of the owners as provided above. Each Owner, at his own cost and expense, shall be responsible for insuring against the liability of such Owner.

## ARTICLE VI

## FIRE OR CASUALTY

## SECTION 6.1 REBUILDING

In the event of a fire or other casualty causing damage or destruction to a Lot or the unit located thereon, the Owner of such damaged or destroyed Lot or unit shall within three (3) months after such fire or casualty contract to repair or reconstruct the damaged portion of such Lot or unit and shall cause such Lot or unit to be fully repaired or reconstructed in accordance with the original plans therefor, or in accordance with new plans presented to and approved by the Board, and promptly shall commence repairing or reconstructing such unit, to the end that the unit shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed unit shall be razed and the Lot restored as nearly as possible to its prior condition.

## SECTION 6.2 PAYMENT OF INSURANCE PROCEEDS.

All insurance proceeds and other funds received by the Association pursuant to these Restrictions as a result of fire or other casualty loss causing damage or destruction to Common Areas shall be applied toward the cost of repair, restoration or rebuilding of the damaged Common Areas. Any funds remaining after the repair, restoration or rebuilding of such damaged Common Areas shall be retained by the Board as part of the Maintenance Fund.

## SECTION 6.3 INDEMNITY OF ASSOCIATION.

Each Owner shall be responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse (i) of his family, tenants, guests, invitees, agents or employees, or (ii) of any other resident or occupier of his unit, and shall indemnify the Association and all other owners against any such costs.

ARTICLE VII

510-28-2457

ANNEXATION OF ADDITIONAL LAND

SECTION 7.1 ADDITIONS BY DECLARANT.

Declarant hereby declares that it presently contemplates that at a future time the Subdivision may be expanded (but Declarant does not hereby obligate itself to expand the Subdivision) by adding, from time to time, additional land. These Restrictions shall become effective with respect to any such annexed Additional Land on the date on which there is filed for record in the office of the County Clerk of Harris County, Texas, a Supplemental Declaration to that effect signed and acknowledged by Declarant. Such Supplemental Declaration shall describe the Additional Land and list the Lots that then constitute the Subdivision, shall refer to these Restrictions and shall declare that these Restrictions shall apply to and affect such Additional Land that Declarant intends to add to the Subdivision. The Supplemental Declaration shall specify the number of Lots that are being annexed to the Subdivision by reason of the filing for record of said Supplemental Declaration. Upon the filing of the Supplemental Declaration, each Lot comprising the annexed land shall be included within the definition of Lots as set forth in Article I hereof. Declarant may cause to be recorded as many separate Supplemental Declarations as may be desired from time to time and at any time, to effect the annexation of Additional Land. Annexation of Additional Land may be accomplished by Declarant without the consent of any other party or entity.

SECTION 7.2 ENCOMPASSING NATURE OF THE RESTRICTIONS.

Upon the filing of a Supplemental Declaration in compliance with the provisions of Section 7.1 annexing Additional Land to the Subdivision, these Restrictions shall further apply to and affect all of the property described in these Restrictions and the property described in any such Supplemental Declaration and shall also bind all owners of any part of such property with the same effect as if the property described in the Supplemental Declaration were originally (i) subject to and described in these Restrictions and (ii) included within the definition of "Subdivision". Thereafter, the power and responsibilities of the Board shall be coextensive with regard to all property included within the Subdivision, as expanded, and the Board shall, pursuant to the provisions of the Restrictions, constitute the Board for the Subdivision, as expanded, and the rights, obligations and duties of each Owner shall be determined in the same manner that the rights, obligations and duties of the Owner were determined prior to the recordation of such Supplemental Declaration. The Board shall thereupon continue to maintain one Maintenance Fund for the collection and disbursements of monies as required and permitted hereby for the maintenance, repair and operation of the Subdivision, as expanded, and for all other purposes contemplated by these Restrictions, and the Subdivision, as expanded, shall be deemed to be a single family residential project for the purposes, and in accordance with the provisions, of these Restrictions.

SECTION 7.3 DECLARANT'S POWER TO EXPAND THE SUBDIVISION.

Declarant further reserves the right, at any time and from time to time, without the consent of any other party or entity, to take such action as may be deemed necessary by Declarant to expand satisfactorily the Subdivision. Declarant further reserves the right, without the consent of any other party or entity, to make such additions, deletions and modifications to these Restrictions with respect to the Additional Land, as may be necessary to reflect the different character, if any, of such portion of the Additional Land from the remainder of the Subdivision, or as may be necessary or desirable for any other reason. Such additions, deletions and modifications shall be set forth in the Supplemental Declaration relating to such portion of the Additional Land.

SECTION 7.4 DECLARANT'S POWER TO FORM, MODIFY, EXPAND MUNICIPAL UTILITY DISTRICTS.

Declarant further reserves the right, at any time and from time to time, without consent of any other party or entity to take such action as may be deemed necessary by Declarant to form, expand or modify municipal utility districts as may be required by the Subdivision or other land.

**SECTION 7.5 DECLARANT'S POWER-OF-ATTORNEY.**

Each Owner hereby appoints Declarant as its attorney-in-fact for the purpose of effecting the provisions of this Article VII, and the power hereby granted to Declarant shall be, and is, a power coupled with an interest and is irrevocable.

**SECTION 7.6 ADDITIONAL LAND NOT SUBJECT TO RESTRICTIONS UNTIL ANNEXATION.**

These Restrictions, including but not limited to this Article VII, do not presently create any interest in or with respect to the Additional Land, and these Restrictions shall not affect in any manner all or any part of such Additional Land unless and until a Supplemental Declaration is filed with respect thereto or to a portion thereof in accordance with this Article VII.

**ARTICLE VIII  
AMENDMENT TO DECLARATION AND DURATION OF RESTRICTIONS**

**SECTION 8.1 AMENDMENT BY DECLARANT.**

Notwithstanding anything to the contrary contained in these Restrictions, the Declarant shall have and hereby reserves the right at any time, without the joinder or consent of any other party or entity, to amend these Restrictions by an instrument in writing duly signed, acknowledged and filed for record in the office of the County Clerk of Harris County, Texas.

**SECTION 8.2 AMENDMENT.**

Except as otherwise provided by law and by Section 8.1, the provisions hereof may be amended by an instrument in writing signed by the Secretary of the Association certifying that Members having not less than two-thirds (2/3rds) of the total votes in the Association that may be cast thereupon, have voted in favor of such amendment, but no such amendment shall be effective until a written notice thereof is duly recorded in the office of the County Clerk of Harris County, Texas. The Bylaws of the Association may be amended as therein set forth. Without joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under these Restrictions.

**SECTION 8.3 DURATION.**

These Restrictions shall remain in full force and effect until January 1, 2026, and shall be extended automatically for successive ten (10) year periods; provided, however, that these Restrictions may be terminated on January 1, 2026, or on the commencement of any successive ten year period by filing for record in the office of the County Clerk of Harris County, Texas an instrument in writing signed by Members having not less than two-thirds (2/3rds) of the total votes in the Association that may be cast thereupon.

**ARTICLE IX**

**SPECIAL PROVISIONS PERTAINING TO A PORTION  
OF THE LAND LOCATED IN CHAMPIONS CENTRE MIRAGE AND  
PINNACLE AT CHAMPIONS CENTRE**

**SECTION 9.1 DEFINITIONS.**

Except as hereinafter set forth, all capitalized terms used herein (in this Article IX) and not defined herein shall have the meaning set forth in the Declaration. As used in this Article IX, the terms set forth below shall have the meanings indicated:

1. Mirage Lot or Lots - Each of the Lot or Lots shown by the Plat of Champions Centre Mirage.

2. Pinnacle Lot or Lots - Each of the Lot or Lots shown by the Plat of Pinnacle at Champions Centre.
3. Mirage Plat or Plats - the map or maps, plat or plats, recorded under Film Code 380092 in the Map Records of Harris County, Texas, relative to that portion of the Land platted and known as "Champions Centre Mirage".
4. Pinnacle Plat or Plats - the map or maps, plat or plats, recorded under Film Code 380089 in the Map Records of Harris County, Texas, relative to that portion of the Land platted and known as "Pinnacle at Champions Centre".
5. Mirage Subdivision - The Land, save and except the Reserve(s), with all improvements now or hereafter situated thereon and all rights and appurtenances thereto described in the Mirage Plat.
6. Pinnacle Subdivision - The Land, save and except the Reserve(s), with all improvements now or hereafter situated thereon and all rights and appurtenances thereto described in the Pinnacle Plat.

## SECTION 9.2 ROAD AND STREET EASEMENTS.

- (A) Champions Centre Mirage - The roads and streets in the Mirage Subdivision are not dedicated to the public, but shall be conveyed to the Association and operated as private streets by the Association, with each Owner of an Mirage Lot having an easement for the use and benefit of such Owner of a Mirage Lot fronting thereon or adjacent thereto, which easement shall include rights of ingress, egress, and passage over and along said streets in favor of the Declarant, the Association, the Owners of the Mirage Lots and their respective legal representatives, successors and assigns, guests, invitees, licensees, designees, and the successors-in-title to each Mirage Lot Owner and in favor of the invitees and designees of each successor-in-title to each Mirage Lot Owner, but not in favor of the public.

Subject to the terms and conditions of this Section 9.2, the private roads and streets in the Mirage Subdivision, as shown on the Mirage Plat, are also hereby dedicated as utility easements, strictly for the purpose of constructing, operating, maintaining or repairing a system or systems of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground), or any other utilities that the Declarant sees fit to install (or permit to be installed) in, across and/or under the Mirage Subdivision. The dedication of the private roads and streets as utility easements shall not affect the Association's operation of the roads and streets in the Mirage Subdivision as private roads and streets, as set forth above in this Section 9.2(A).

Notwithstanding the Association's operation of the roads and streets in the Mirage Subdivision as private streets, Declarant hereby grants to law enforcement agencies and officers of Harris County and the State of Texas, other governmental law enforcement bodies, fire department officials and fire protection personnel, vehicles and equipment, ambulances, school buses, Harris County officials and personnel and other government officials and personnel, including municipal utility district officials and personnel with jurisdiction over the Mirage Subdivision, rights of ingress and egress and passage over and along said private roads and streets of the Mirage Subdivision in connection with the performance of their official functions.

- (B) Pinnacle at Champions Centre - The roads and streets in the Pinnacle Subdivision are not dedicated to the public, but shall be conveyed to the Association and operated as private streets by the Association, with each Owner of a Pinnacle Lot having an easement for the use and benefit of such Owner of a Pinnacle Lot fronting thereon or adjacent thereto, which easement shall include rights of ingress, egress, and passage over and along said streets in favor of the Declarant, the Association, the Owners of the Pinnacle Lots and their respective legal representatives, successors and assigns, guests, invitees, licensees, designees, and the successors-in-title to each Pinnacle Lot Owner and in favor of the invitees and designees of each successor-in-title to each Pinnacle Lot Owner, but not in favor of the public.

Subject to the terms and conditions of this Section 9.2(B), the private roads and streets in the Pinnacle Subdivision, as shown on the Pinnacle Plat, are also hereby dedicated as utility easements, strictly for the purpose of constructing, operating, maintaining or repairing a system or systems of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground), or any other utilities that the Declarant sees fit to install (or permit to be installed) in, across and/or under the Pinnacle Subdivision. The dedication of the private roads and streets as utility easements shall not affect the Association's operation of the roads and streets in the Pinnacle Subdivision as private roads and streets, as set forth above in this Section 9.2(B).

Notwithstanding the Association's operation of the roads and streets in the Pinnacle Subdivision as private streets, Declarant hereby grants to law enforcement agencies and officers of Harris County and the State of Texas, other governmental law enforcement bodies, fire department officials and fire protection personnel, vehicles and equipment, ambulances, school buses, Harris County officials and personnel and other government officials and personnel, including municipal utility district officials and personnel with jurisdiction over the Mirage Subdivision, rights of ingress and egress and passage over and along said private roads and streets of the Pinnacle Subdivision in connection with the performance of their official functions.

### SECTION 9.3 VEHICLES PERMITTED TO USE PRIVATE ROADS.

- (A) Champions Centre Mirage - The only motorized vehicles allowed on the roads and street easements in the Mirage Subdivision shall be motor vehicles currently licensed and inspected for use on public highways (non-licensed motor vehicles, including, but not limited to, automobiles, trucks, motorcycles, dirt bikes, off-road vehicles, and go-carts is expressly prohibited). Vehicles, regardless of type, may only be operated by individuals holding a current driver's license valid in the State of Texas. Licensed motorized two-wheel or three-wheel vehicles shall be allowed within the Mirage Subdivision solely for the purpose of access to and from the Mirage Subdivision and access to and from the Mirage Lots, but shall not be permitted for travel within the Mirage Subdivision.
- (B) Pinnacle at Champions Centre - The only motorized vehicles allowed on the roads and street easements in the Pinnacle Subdivision shall be motor vehicles currently licensed and inspected for use on public highways (non-licensed motor vehicles, including, but not limited to, automobiles, trucks, motorcycles, dirt bikes, off-road vehicles, and go-carts is expressly prohibited). Vehicles, regardless of type, may only be operated by individuals holding a current driver's license valid in the State of Texas. Licensed motorized two-wheel or three-wheel vehicles shall be allowed within the Pinnacle Subdivision solely for the purpose of access to and from the Pinnacle Subdivision and access to and from the Pinnacle Lots, but shall not be permitted for travel within the Pinnacle Subdivision.

### SECTION 9.4 STREET MAINTENANCE CHARGE.

- (A) CHAMPIONS CENTRE MIRAGE - Each Mirage Lot or Lots shall be subject to an annual Mirage Street Maintenance Charge (the "Mirage Street Maintenance Charge") in addition to the Annual Maintenance Charge. The purpose of the Mirage Street Maintenance Charge will be to pay the costs of street maintenance, repair and operation of the private streets and roads in the Mirage Subdivision as set forth in the following Section 9.5(A). The amount of the Street Maintenance Charge will be determined annually by the Board and shall be payable in the same manner as the Annual Maintenance Charge. The Mirage Street Maintenance Charge shall also be secured by the same vendor's lien and superior title which secures the Annual Maintenance Charge and the enforcement of payment of the Mirage Street Maintenance Charge shall be in the same manner as the Annual Maintenance Charge and shall be subject to all provisions of the Declaration, which are applicable to the Annual Maintenance Charge.
- (B) PINNACLE AT CHAMPIONS CENTRE - shall be subject to an annual Pinnacle Street Maintenance Charge (the "Pinnacle Street Maintenance Charge") in addition to the Annual

Maintenance Charge. The purpose of the Pinnacle Street Maintenance Charge will be to pay the costs of street maintenance, repair and operation of the private streets and roads in the Pinnacle Subdivision as set forth in the following Section 9.5(B). The amount of the Street Maintenance Charge will be determined annually by the Board and shall be payable in the same manner as the Annual Maintenance Charge. The Pinnacle Street Maintenance Charge shall also be secured by the same vendor's lien and superior title which secures the Annual Maintenance Charge and the enforcement of payment of the Pinnacle Street Maintenance Charge shall be in the same manner as the Annual Maintenance Charge and shall be subject to all provisions of the Declaration, which are applicable to the Annual Maintenance Charge.

#### SECTION 9.5 PURPOSE OF THE STREET MAINTENANCE CHARGE.

- (A) CHAMPIONS CENTRE MIRAGE - The Mirage Street Maintenance Charge determined by the Association shall be used exclusively with respect to the Mirage Subdivision for the purpose of the maintenance of the private streets and roadways designated on the Mirage Subdivision Plat, including the maintenance of the Common Areas contained within the private streets and roadways and the establishment and maintenance of a reserve fund for maintenance of said private roads and streets and related Common Areas. The Mirage Street Maintenance fund may be expended by the Association for any purposes which, in the judgment of the Association, will tend to maintain the property values in the Mirage Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the private streets and roadways and Common Areas in the Mirage Subdivision and activities that may from time to time be authorized by the Board, including, but not limited to, construction, maintenance, and operation of gates, barriers, walls, electronic closure devices, and other traffic control devices related to the private street and road, the rental or purchase of any equipment needed to perform the duties of the Association in maintaining and replacing or repairing or operating the private streets and roadways and all legal and other expenses incurred in connection with the enforcement of this Declaration and any rules and regulations promulgated pursuant thereto, including the payment of all reasonable and necessary expenses specifically related to the collection and administration of the Mirage Street Maintenance Charge and other charges and assessments required by this Declaration or that the Board shall determine to be necessary to meet the primary purposes of these special provisions related to the Mirage Lot or Lots and the private streets and roadways servicing same.
- (B) PINNACLE AT CHAMPIONS CENTRE - The Pinnacle Street Maintenance Charge determined by the Association shall be used exclusively with respect to the Pinnacle Subdivision for the purpose of the maintenance of the private streets and roadways designated on the Pinnacle Subdivision Plat, including the maintenance of the Common Areas contained within the private streets and roadways and the establishment and maintenance of a reserve fund for maintenance of said private roads and streets and related Common Areas. The Pinnacle Street Maintenance fund may be expended by the Association for any purposes which, in the judgment of the Association, will tend to maintain the property values in the Pinnacle Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the private streets and roadways and Common Areas in the Pinnacle Subdivision and activities that may from time to time be authorized by the Board, including, but not limited to, construction, maintenance, and operation of gates, barriers, walls, electronic closure devices, and other traffic control devices related to the private street and road, the rental or purchase of any equipment needed to perform the duties of the Association in maintaining and replacing or repairing or operating the private streets and roadways and all legal and other expenses incurred in connection with the enforcement of this Declaration and any rules and regulations promulgated pursuant thereto, including the payment of all reasonable and necessary expenses specifically related to the collection and administration of the Pinnacle Street Maintenance Charge and other charges and assessments required by this Declaration or that the Board shall determine to be necessary to meet the primary purposes of these special provisions related to the Pinnacle Lot or Lots and the private streets and roadways servicing same.

## SECTION 9.6 DUTY TO MANAGE AND CARE FOR THE PRIVATE STREETS AND ROADS.

- (A) CHAMPIONS CENTRE MIRAGE - The Association shall manage, operate, care for, maintain and repair all the private streets or roadways designated on the Mirage Plat as such and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Mirage Lot Owners. The duty to operate, manage and maintain the private streets or roadways shall include, but not be limited to, the following: establishment, operation and maintenance of a traffic or access control system for the Mirage Subdivision; landscaping, including the installation and maintenance of sprinkler system in the Common Areas or Reserves for landscaping that may be designated on the Mirage Plat; maintenance, repair or replacement of the private roads and streets, and traffic or access control improvements, including gates or barriers, electronic or otherwise.
- (B) PINNACLE AT CHAMPIONS CENTRE - The Association shall manage, operate, care for, maintain and repair all the private streets or roadways designated on the Pinnacle Plat as such and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Pinnacle Lot Owners. The duty to operate, manage and maintain the private streets or roadways shall include, but not be limited to, the following: establishment, operation and maintenance of a traffic or access control system for the Pinnacle Subdivision; landscaping, including the installation and maintenance of sprinkler system in the Common Areas or Reserves for landscaping that may be designated on the Pinnacle Plat; maintenance, repair or replacement of the private roads and streets, and traffic or access control improvements, including gates or barriers, electronic or otherwise.

## SECTION 9.7 PAYMENT OF STREET MAINTENANCE CHARGE BY DECLARANT

Notwithstanding anything to the contrary herein, no Lot in Mirage or Pinnacle, owned by the Declarant shall be subject to payment of a Street Maintenance Charge, or any Special Assessments for Street Maintenance.

## SECTION 9.8 SPECIAL ASSESSMENTS FOR STREET MAINTENANCE

- (A) CHAMPIONS CENTRE MIRAGE - If the Board at any time, or from time to time, determines that the Street Maintenance Charge provided for in Section 9.4(A) above, is insufficient to provide for the continued operation of the Street Maintenance Charge as provided for in Section 9.5(A), then the Board shall have the authority to levy such Special Street Maintenance Assessments ("Mirage Special Street Assessments") as it shall deem necessary to provide for such continued maintenance and operation of Mirage. Without limiting the generality of the foregoing, such Mirage Special Street Assessments may be assessed because of casualty or other loss, or any insufficient funds associated with any part of section 9.5(A). No Special Assessments shall be effective until the same is approved in writing by the Declarant, so long as Declarant owns any Lot in Mirage. At such time as Declarant does not own any Lot in Mirage, a Special Assessment for Street Maintenance must be approved in writing by a majority of Lot Owners in Mirage. Any such Special Assessment shall be payable within 30 days after Owners are notified in writing by the Board that a Mirage Special Street Assessment has been levied.
- (B) PINNACLE AT CHAMPIONS CENTRE - If the Board at any time, or from time to time, determines that the Street Maintenance Charge provided for in Section 9.4(B) above, is insufficient to provide for the continued operation of the Street Maintenance Charge as provided for in Section 9.5(B), then the Board shall have the authority to levy such Special Street Maintenance Assessments ("Pinnacle Special Street Assessments") as it shall deem necessary to provide for such continued maintenance and operation of Pinnacle. Without limiting the generality of the foregoing, such Pinnacle Special Street Assessments may be assessed because of casualty or other loss, or any insufficient funds associated with any part of section 9.5(B). No Special Assessments shall be effective until the same is approved in writing by the Declarant, so long as Declarant owns any Lot in Pinnacle. At such time as Declarant does not own any Lot in Pinnacle, a Special Assessment for Street Maintenance must be approved in writing by a majority of Lot Owners in Pinnacle. Any such Special Assessment shall be payable within 30 days after Owners are notified in writing by the Board that a Pinnacle Special Street Assessment has been levied.



**SECTION 9.9 DUTY TO PAY TAXES.**

The Association shall pay all taxes and assessments levied upon the Common Areas or private streets or roadways contained in the Mirage or Pinnacle Subdivisions as a part of the obligation to maintain the private streets and roadways and the Association shall have the right to contest such taxes or assessments provided that the Association shall contest the same by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment and the foreclosure of any lien for such tax or assessment, and provided that the Association shall keep and hold sufficient funds to pay and discharge the taxes and assessments, together with any interest and penalties which may accrue with respect thereto, if the contest of such taxes is unsuccessful.

**SECTION 9.10 DUTY TO MAINTAIN LIABILITY INSURANCE.**

The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, liability insurance with respect to the private streets and roadways and the cost of such insurance shall be considered in the calculation of the Street Maintenance Charge of the private streets and roadways and in determining the Annual Maintenance Charge for the Mirage and Pinnacle Lot or Lots.

**ARTICLE X.****POWER TO PROVIDE SPECIAL SERVICES TO MEMBERS****SECTION 10.1**

The Association shall have the power, but no obligation, to provide services to a Member or group of Members. Any service or services to a Member or group of Members shall be pursuant to this Declaration or pursuant to an agreement in writing which shall provide for payment to the Association by such Member or group of Members of the reasonably estimated cost and expenses of the Association for providing such services, including its proportionate share of the overhead expenses of the Association, and shall contain reasonable provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors or assigns of the Member or group of Members and that the payment for such services shall be secured by a lien on the property of the Member or group of Members as provided for in this Declaration.

**ARTICLE XI****ARCHITECTURAL REVIEW COMMITTEE**

The ARC shall be composed of one or more individuals designated by the Declarant and the Declarant hereby designates Chayn Mbusa as the initial members of the ARC. The Declarant shall have the right to remove the members of the ARC at any time and to appoint new members to the ARC in the event of removal, death, incapacity or resignation of a member. The Declarant may assign its right to appoint the members of the ARC to the Board of the Association, or its successors or assigns, and the ARC shall have the right, but not the obligation, to assign all of its duties and rights hereunder to the Board of the Association at any time. Any action by the ARC shall require the approval of a majority of the members of the ARC.

**ARTICLE XII****MISCELLANEOUS****SECTION 12.1 SEVERABILITY.**

In the event of the invalidity or partial invalidity or partial unenforceability of any provision or portion of these Restrictions, the remainder of the Restrictions shall remain in full force and effect.

## SECTION 12.2 RULES AND REGULATIONS.

The rules and regulations may be amended from time to time by the Board. The rules and regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of these Restrictions, but in the event of a conflict, these Restrictions shall control. Each Owner, by accepting conveyance of a lot, agrees to comply with and abide by the rules and regulations, as the same may be amended from time to time.

## SECTION 12.3 NUMBER AND GENDER.

Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and Associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

## SECTION 12.4 ARTICLES AND SECTIONS.

Article and Section headings in these Restrictions are for convenience of reference and shall not affect the construction or interpretation of these Restrictions, unless the context otherwise requires, references herein to Articles and Sections are to Articles and Sections of these Restrictions.

## SECTION 12.5 DELAY IN ENFORCEMENT.

No delay in enforcing the provision of these Restrictions with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

## SECTION 12.6 LIMITATION OF LIABILITY.

Declarant, as well as its agents, employees, officers, directors, shall not be liable to any Owner or lessee of the Land or any portion thereof or to any other party for any loss, claim or demand in connection with a breach of any provision of these Restrictions by any party other than Declarant. The Association hereby indemnifies and holds Declarant, its agents employees, officers and directors harmless from any claim by any Owner or lessee of the Land, or any portion thereof for a breach of any provisions of these Restriction.

## SECTION 12.7 ENFORCEABILITY.

The Restrictions adopted and established for the Subdivision by these Restrictions are imposed upon and made applicable to the Sub-division and shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each purchaser, grantee, Owner and lessee in the Subdivision, or any portion thereof, and the respective heirs, legal representatives successors and assigns of the Subdivision, the Association and each such purchaser, grantee, Owner and lessee.

## SECTION 12.8 REMEDIES.

In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the Restrictions, the Declarant, the Association, each purchaser, grantee, Owner or lessee of the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity (i) to abate, preempt or enjoin any such violation or attempted violation or (ii) to recover monetary damages caused by such violation or attempted violation upon the violation of any of the provisions of these Restrictions by any Owner, in addition to all other rights and remedies available to it at law, in equity or otherwise, the Association, acting through the Board, shall have the right to pursue any or all of the following remedies

(A) The Board may restrict the right of such Owner to use the Common Areas in such manner as the Board deems fit and appropriate; and

(B) The Board may restrict the right of such Owner to vote in any regular or special meeting of the Members.

Witness the execution hereof this 1st day of October, 1996.

510-28-2465

102

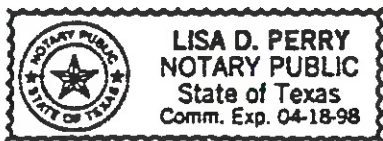
CHAYN MOUSA, An Individual

Chayn Mousa

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 1st day of October, 1996, by Chayn Mousa.



Notary Public in and for  
The State of Texas

Lisa D. Perry 4-18-98  
Printed Name/Commission Expires

RATIFICATION LIENHOLDER

Compass Bank, Houston, the owner and holder of liens covering the Land has executed this Declaration solely for the purposes of subordinating the liens held by it of record upon the Land to the foregoing covenants, conditions and restrictions with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration.

October 1996. IN WITNESS WHEREOF, Lienholder has executed this Declaration to be effective, the 1st day of

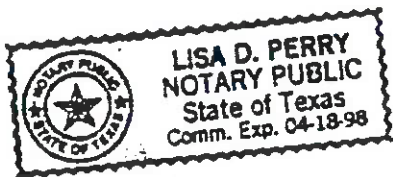
COMPASS BANK, HOUSTON

BY: Kathy Nichol  
ITS \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 1st day of October, 1996, by Kathy Nichol of Compass Bank, Houston.



Notary Public in and for  
The State of Texas

Lisa D. Perry 4-18-98  
Printed Name/Commission Expires

510-28-2466

FILED

96 OCT -3 PM 2:09

*[Handwritten signature]*  
HARRIS COUNTY CLERK

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW THE 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

OCT 3 1996



*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

S268238  
S253363

HERITAGE TITLE COMPANY  
9652-00000 KLU

01/02/97 200329211 5268238 \$11.00

FIRST AMENDMENT

12/20/96 200322185 5253363 \$11.00

to

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
CHAMPIONS CENTRE ESTATES, SECTION 2  
CHAMPIONS CENTRE MIRAGE  
PINNACLE AT CHAMPIONS CENTRE

511-22-2117

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

511-37-1053

WHEREAS, CHAYN MOUSA, an individual, (the "Declarant") was the sole owner of that certain property known as: Champions Centre Estates, Section 2, save and except Reserve "A"; Champions Centre Mirage, save and except Reserves "A", "B," and "C" and Pinnacle at Champions Centre, save and except Reserve "A," all Harris County subdivisions according to the maps or plats thereof respectively recorded under Film Code Nos. 379050; 380092; and 380089 of the Map Records of Harris County, Texas (the "Subdivision"); and

WHEREAS, Declarant by that certain instrument entitled "CHAMPIONS CENTRE ESTATES, SECTION 2, CHAMPIONS CENTRE MIRAGE, PINNACLE AT CHAMPIONS CENTRE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" filed of record in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. S147808 and Film Code No. 510-28-2439, et seq. (the "Declaration"), did impose on the Subdivision all those certain covenants, conditions, restrictions, and easements therein set forth; and

WHEREAS, Article VIII, Section 8.1 of the Declaration provides the terms of the Declaration can be amended by an instrument signed by the Declarant, which said instrument must be filed of record in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Article VIII, Section 8.2 of the Declaration also provides that the terms of the Declaration may also be amended with the consent of two-thirds (2/3rds) of the Members of the Association (as that term is defined by the Declaration); and

WHEREAS, the Declarant is entitled to vote more than two-thirds (2/3) of the votes in the Association and wishes to amend the Declaration at this time as set forth below.

NOW, THEREFORE, the Declarant, individually and as a Member of the Association entitled to vote at least two-thirds (2/3) of the votes within the Association, does hereby amend the Declaration as follows:

This instrument is being re-recorded to correct two typographical error wherein the reference to Article VII, Section 8.2 should be a reference to Article VIII, Section 8.2 and the reference to Article I, Section I should be a reference to Article I, Section 5.

First Amendment  
Page 1 of 2

THIS DOCUMENT HAS BEEN RECORDED BY HERITAGE TITLE COMPANY AS AN ACCOMMODATION TO *Chayn Mousa* AND NO LIABILITY SHALL BE IMPUTED TO NOR ARISE ON THE PART OF HERITAGE TITLE COMPANY BY VIRTUE OF RECORDING THIS DOCUMENT.

511-22-2118

Article I, Section 5 of the Declaration is hereby amended to read as follows:

ASSOCIATION - Champions MPC Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

511-37-1054

The amendment of the Declaration set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Declaration. All provisions of the Declaration not amended hereby are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms of the Declaration.

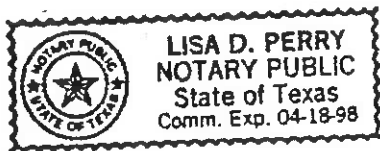
IN WITNESS WHEREOF, the Declarant, individually and representing at least two-thirds (2/3) of the votes in the Association, for the purpose of acknowledging his consent and approval to this amendment of the Declaration has executed this instrument as of the date set forth below to be effective upon its filing of record in the Official Public Records of Real Property of Harris County, Texas.

Dated this 20th day of December, 1996

By: Chayn Mousa  
Chayn Mousa

STATE OF TEXAS §  
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared Chayn Mousa, 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 he executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 20th day of December, 1996

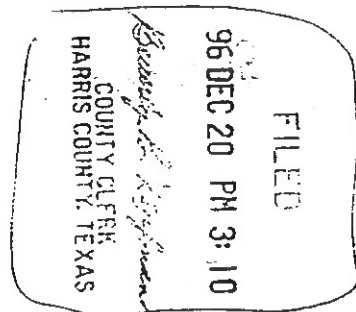


NOTARY PUBLIC - STATE OF TEXAS

#36680

First Amendment  
Page 2 of 2

after recording return to:  
Chayn Mousa  
4201 F.M. 1960 West, Suite 220  
Houston, Texas 77058



511-22-2119

511-37-1055

FILED

97 JAN -2 P11 3:07

COUNTY CLERK  
HARRIS COUNTY TEXAS

ANY PROVISION 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 }  
I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me; and was  
duly RECORDED, in the Official Public Records of Real Property of  
Harris County, Texas on

JAN 2 1997



*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

ANY PROVISION 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 }  
I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me; and was  
duly RECORDED, in the Official Public Records of Real Property of  
Harris County, Texas on

DEC 20 1996



*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

T317580

521-59-2549

*Amendment*

SECOND AMENDMENT  
to  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
CHAMPIONS CENTRE ESTATES, SECTION 2  
CHAMPIONS CENTRE MIRAGE  
PINNACLE AT CHAMPIONS CENTRE

*3 u*

10/09/98 100876362 T317580 \$13.00

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, CHAYN MOUSA, an individual, (the "Declarant") was the sole owner of that certain property known as: Champions Centre Estates, Section 2, save and except Reserve "A"; Champions Centre Mirage, save and except Reserves "A", "B," and "C" and Pinnacle at Champions Centre, save and except Reserve "A," all Harris County subdivisions according to the maps or plats thereof respectively recorded under Film Code Nos. 379050; 380092; and 380089 of the Map Records of Harris County, Texas (the "Subdivision"); and

WHEREAS, Declarant by that certain instrument entitled "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CHAMPIONS CENTRE ESTATES, SECTION 2, CHAMPIONS CENTRE MIRAGE, PINNACLE AT CHAMPIONS CENTRE" filed of record in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. S147808 (the "Declaration"), did impose on the Subdivision all those certain covenants, conditions, restrictions, and easements therein set forth; and

WHEREAS, Article VIII, Section 8.1 of the Declaration provides the terms of the Declaration can be amended by an instrument signed by the Declarant, which said instrument must be filed of record in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, the Declaration was amended by the Declarant by that certain instrument entitled "First Amendment to Declaration of Covenants, Conditions and Restrictions Champions Centre Estates, Section 2 Champion Centre Mirage Pinnacle at Champions Centre" filed of record under County Clerk's File No. S268238 in the Official Public Records of Real Property of Harris County, Texas (the "First Amendment").

NOW, THEREFORE, the Declarant amends Article IX, Sections 9.5(B) and 9.6(B) to read as follows:



