

033-01-1410

219
REAL PROPERTY RECORDS

RESTRICTIONS FOR CHAMPION LAKE

SECTION ONE (1), MONTGOMERY COUNTY, TEXAS

8029976

THE STATE OF TEXAS ¢
 ¢ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF MONTGOMERY ¢

ASSOCIATED PROPERTIES, INC., (hereinafter sometimes called "Declarant") the owner of the below described lots in CHAMPION LAKE, SECTION ONE (1), according to the plat recorded in Plat Cabinet C, at Sheet No. 80 of the Map Records of Montgomery County, Texas, does hereby adopt and establish the following restrictions, covenants, reservations, and easements to apply uniformly to the use and occupancy of all of the below described lots in said subdivision, and does hereby provide that all said restrictions, covenants, reservations and easements shall be covenants running with the land and that all owners in said subdivision shall be bound by the terms and provisions hereof, and that the same shall be enforceable by any person, firm or corporation owning any portion of said subdivision subject to these restrictions, covenants, reservations and easements, which are as follows, to-wit:

GENERAL LAND USE

All lots in CHAMPION LAKE, SECTION ONE (1), shall be, and are hereby designated to be used for residential purposes only.

1. SPECIFIC LAND USE:

- A. No lot may be resubdivided into a building site having a width of less than seventy (70) feet at the front building line shown on the recorded map of the subdivision, or having an area of less than eight thousand (8,000) square feet in each building site.
- B. No building shall be erected, altered, placed or permitted to remain on any residential building site other than one single family dwelling not to exceed two-stories in height and a two story attached or detached garage for not more than four (4) cars.

2. ARCHITECTURAL CONTROL:

- A. There is hereby created an Architectural Control Committee which shall be composed of three (3) members. The initial members shall be SAMUEL L. GRIMES, WAYLAND HUTCHESON, and MICKEY COUCH, each of whom shall serve until his successor is appointed and qualified. A majority of the committee may designate a representative to act for the committee. In the event of the death, resignation or disqualification of any member of the committee, the remaining members shall have full authority to designate and appoint a successor. No member of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this instrument.

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The committee's approval or disapproval of any matter herein provided for shall be in writing. If the committee, or its designated representative, fails to give written approval or disapproval within thirty (30) days after any plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction under any such plans and specifications shall have been commenced prior to the completion of the improvements, approval will not be required and the provisions of this instrument shall be deemed to have been fully satisfied.

- B. No building shall be erected, placed or altered on any residential building site until the plans and specifications therefor, and a plot plan of the building site showing the location of all buildings and sidewalks to be erected thereon, have been approved by the Architectural Control Committee. This approval shall include the quality of workmanship and materials, harmony of external design with existing structures and location of building with respect to topography and finish grade elevations.

3. SIZE AND LOCATION OF STRUCTURES AND MATERIALS:

- A. The ground floor area of each residence building, exclusive of porches, garages, storage rooms and/or servants' quarters, shall not be less than eleven hundred (1100) square feet of air conditioned and heated floor space and the total air conditioned and heated floor space in any residence building shall not be less than 1800 square feet or that lesser area approved by the Architectural Control Committee.
- B. Exterior walls of all buildings shall be constructed with not less than fifty-one percent (51%) brick and/or stucco masonry veneer or with such other material approved by the Architectural Control Committee. In computing this percentage, all gables, windows and door openings shall be excluded from the required area. Brick or stucco used on one (1) wall of an attached garage may be included in calculation of the brick and/or stucco masonry used.

The roof covering of all buildings constructed shall be of such type and quality of material as may be specified and approved in writing by the Architectural Control Committee prior to construction.

- C. Except as may be authorized in writing by the Architectural Control Committee, no building shall be located on any building site nearer to the front lot line or to the side street line than the minimum building set-back lines shown on the recorded map of the subdivision, or within five (5) feet of an interior property line. For the purposes of interpreting this provision, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building to overhang or encroach upon another building site. Detached garages located on the rear portion of any lot may be built within three (3) feet of any side lot line, except in those instances where the location of the garage in such manner would violate a dedicated easement.

Except as may be authorized in writing by the Architectural Control Committee, residential buildings on corner lots shall face the street upon which the lot fronts as shown by the recorded map of the subdivision. The front of the lot is the property line having the smallest dimension on a street. On certain irregular shaped corner lots, the facing of the residence is hereby declared to be under the supervision and control of the Architectural Control Committee.

Concrete walks of standard width and construction of each residential building site shall be included in the plans and specifications and shall be constructed before the main residence is occupied by the owner.

D. No fence or wall shall be erected, placed, altered, or maintained on any building site nearer to the front property line than the minimum building set-back line shown on the recorded plat of the subdivision and must be wood or masonry.

E. The front wall of any attached or detached garages opening towards the front of the building site shall be located at least twenty (20) feet to the rear of the front wall of the main residence building.

4. TEMPORARY STRUCTURES:

No structure, trailer, basement, tent, shack, garage, or other outbuilding shall be used or placed on any building site as a residence, either temporarily or permanently. No boat, trailer, truck (other than a "one-quarter to a one-half ton pick-up truck or van"), motor home, or any other such vehicle may be parked on any street in the subdivision or on any lot for more than four hours.

5. NUISANCES:

No noxious or offensive activity shall be permitted upon any residence building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. SIGNS:

No signs of any kind shall be displayed to the public view on any residence building site except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. GARBAGE AND REFUSE DISPOSAL:

No residence building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

8. LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any residence building site. This provision shall not prevent dogs, cats or other household pets from being kept provided they are not kept, bred or maintained for any commercial purposes.

9. LAND MINING OPERATIONS:

No drilling development, refining, quarrying, mining or prospecting for any minerals of any kind shall be permitted upon any building site, nor shall any well, tanks, tunnels, mineral excavations or shafts be permitted upon any building site. No derrick or other structure designated for use in boring for any minerals shall be erected, maintained or permitted upon any building site.

10. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the street elevations shall be placed or permitted to remain on any corner lot within the triangular area formed by the streets, property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded corner, from the intersection of the street property lines extended to intersect. The same sight line limits shall apply on any building site within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within the above sight line of each intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the above sight lines.

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11. EASEMENTS:

All easements for the installation, removal, replacement and maintenance of equipment of public utilities as shown on the recorded map of the subdivision and/or any easements that may be otherwise granted for public utility purposes are reserved herein. No building or other permanent structure shall be constructed or placed within any ground easements.

The title to any building site shall not include title to any utility equipment located within these easements.

The right of entry to any easement for the purpose of constructing, maintaining, replacing and repairing any public utility equipment located therein is expressly reserved and neither the parties executing this instrument nor their assigns, nor the operator of any public utility shall be liable for damage to any plant, structure or building situated on such easement because of any construction, maintenance, removal or repair of the equipment.

12. SPECIAL PROVISIONS FOR LOTS BORDERING CHAMPION LAKE:

- A. Lots bordering Champion Lake ("Champion Lake" being Restricted Reserve "A" as shown on said plat for purposes of this paragraph 12) shall consist of Lots 7 and 8 in Block 1, and Lots 1 through 10, Lot 12, Lots 14 through 26, Lots 29 through 39, all in Block 3, Champion Lake Subdivision Section 1.
- B. By deed dated June 16, 1980, Declarant has previously conveyed Champion Lake to Municipal Utility District No. 19, and the provisions of said deed insofar as they relate to said lots bordering on Champion Lake are incorporated herein by this reference.
- C. Said deed reserves unto Declarant and each subsequent owner of the land bordering on Champion Lake certain rights to cross and use said Restricted Reserve "A" (herein called such area) and to landscape any such area which is above water under normal conditions of lake operations. No structures shall be located in any such area without the consent of Municipal Utility District No. 19 and nothing shall be done in such area which shall interfere with lake operations without the consent of Municipal Utility District No. 19.
- D. Each owner of a lot bordering Champion Lake is hereby assigned, during the term of his ownership of any such lot, the right to fish in the water impounded in Champion Lake in connection with lake operations and to boat in said water provided that no boat propelled by a motor which is not powered by electricity shall be operated in said water, and no boat shall be operated in said water at a speed in excess of five miles per hour.
- E. No brush, grass, debris, trash or any kind of garbage will be placed into Champion Lake. Furthermore, no docks, boat houses or other structures will be placed in, on or over such area without the consent of and approval of plans and specifications by the Architectural Control Committee.
- F. No building, fence or other structure approved by the Architectural Control Committee shall be placed closer than 20 feet to Champion Lake unless approved by the Architectural Control Committee.
- G. CHAMPION LAKE MAINTENANCE FUND, INC.:
 - (1) Each of said lots bordering on Champion Lake shall be subject to an annual maintenance charge of one cent (\$.01) per square foot of lot area for the purpose of creating a

fund to be known as the Champion Lake Maintenance Fund and which maintenance fund charge shall be paid by the owner or owners of each such lot in conjunction with like charges to be paid by all other owners of lots bordering Champion Lake. This maintenance charge will be paid by the owner or owners of each such lot bordering Champion Lake to Champion Lake Maintenance Fund, Inc. in advance annual installments to be determined by Champion Lake Maintenance Fund, Inc., the date of payment thereof commencing on January 1st of the year immediately following the year in which said lot was purchased from Declarant.

- (2) The amount to be paid on the first annual payment date shall be the prorata portion of the year of sale in which the payee-owner or owners owned the respective lot, plus the advance payment for the year subsequent to the year of such sale. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by Champion Lake Maintenance Fund, Inc. as the needs of the subdivision may in the judgement of Champion Lake Maintenance Fund, Inc., require, but in no event shall such maintenance fund be increased more than ten percent in any one calendar year.
- (3) The maintenance fund shall be applied, insofar as it may be sufficient, toward the cost of cleaning debris, trash, undesirable plants, etc., from Champion Lake, toward the cost of stocking and feeding of fish, toward the cost of installation of incidental recreational facilities, toward the cost of employing policemen and workmen and toward the cost of any other things necessary or desirable in the opinion of Champion Lake Maintenance Fund, Inc., to maintain or improve Champion Lake, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions it being understood that the judgement of Champion Lake Maintenance Fund, Inc., in the expenditure of said fund shall be final so long as said judgement is exercised in good faith.
- (4) The maintenance charge shall remain effective until January 1, 1985, and shall automatically be extended thereafter for successive periods of five years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either January 1, 1985, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Montgomery County, Texas, at any time prior to January 1, 1985, or at any time prior to the expiration of any successive five (5) year period thereafter.
- (5) To secure the payment of the maintenance fund established hereby and to be levied on individual lots as above prescribed, there is hereby reserved a Vendor's lien on each such lot for the benefit of Champion Lake Maintenance Fund, Inc., said liens to be enforceable through appropriate proceedings, at law by such beneficiary; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner or owners of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement

of any such lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding, valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

- (6) The above maintenance charge shall not be applicable to any lots owned by Declarant at any time in question.
- (7) The above maintenance charge shall be in addition to the maintenance charge imposed on all lots in the subdivision by paragraph 17 hereof.
- (8) The Board of Directors for Champion Lake Maintenance Fund, Inc., should be elected by Declarant until Declarant has sold all lots in the subdivision from and after which time the Board of Directors shall be elected by the lot owners in accordance with the Bylaws of Champion Lake Maintenance Fund, Inc.

13. ENFORCEMENT:

Any person, firm or corporation owning any residential lot in CHAMPION LAKE, SECTION ONE (1) which is subject to the restrictions hereinafter imposed, may require the observance of these conditions, restrictions, and covenants by the prosecution of any proceedings at law or in equity against any person, firm or corporation so violating or attempting to violate the same to require removal of any such violation or to enjoin the attempted violation, and shall also be entitled to any damage or other dues for any such violations.

Invalidation of any one of the provisions of this instrument by judgement of any court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

14. RESERVATIONS:

- A. Declarant reserves the right to impose further restrictions and dedicate additional easements and roadway rights-of-way with respect to lots which have not been sold by Declarant by instrument recorded in the office of the County Clerk of Montgomery County or by express provisions in conveyancing deeds.
- B. Declarant reserves the right to make minor changes in and additions to all easements for the purpose of most efficiently and economically installing utility systems.
- C. Champion Lake, being Restricted Reserve "A" as shown on said plat, is an integral part of the storm drainage system of the subdivision to be maintained and operated by Montgomery County Municipal Utility District No. 19 and shall not be used for recreational purposes except for the incidental uses by the owners of lots bordering Champion Lake as set forth in paragraph 12 hereof.
- D. Declarant reserves the right to extend the provisions of this instrument to cover one or more additional sections of Champion Lake Subdivision which may be platted in the future.

- E. All water lines, sanitary sewer lines and storm sewer lines now in place and hereinafter constructed in the subdivision shall be owned and maintained by Montgomery County Municipal Utility District No. 19 which shall reimburse Declarant for the cost of same to the extent allowed by law.

15. MISCELLANEOUS:

- A. No exterior speaker, horn, whistle, bell or other sound device except security devices used exclusively for security purposes, shall be located, used or placed upon any lot.
- B. No outside clotheslines or other outside clothes drying or airing facilities shall be maintained on any lot except in an enclosed service area not visible to the public.
- C. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, other than a master or community antenna approved by Grantor. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot.
- D. Any building or other improvement on any lot that is destroyed partially or totally, by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition.
- E. No lot shall be used in such a manner as to increase the hazard of fire to any other lot or property.

16. CUTTING WEEDS AND GRASS:

- A. Each lot shall be kept free of trash and garbage and high grass and weeds and shall be otherwise kept in a neat and attractive appearance. If any lot owner fails or neglects to so maintain his lot, Champion Lake Maintenance Fund, Inc. shall have the right to do that at such owner's expense upon such owner's failure to remedy within seven days after Champion Lake Maintenance Fund, Inc. notifies the lot owner in writing of his default under this provision.

17. CLS MAINTENANCE FUND, INC.:

- A. Each lot shall be subject to an annual maintenance charge of one cent (\$.01) per square foot of lot area but not less than \$84.00 per year per lot for the purpose of creating a fund to be known as the CLS Maintenance Fund and which maintenance fund charge shall be paid by the owner or owners of each lot in conjunction with like charges to be paid by all other lot owners. This maintenance charge will be paid by the owner or owners of each lot within CHAMPION LAKE, SECTION ONE (1), to Champion Lake Maintenance Fund, Inc. in advance annual installments to be determined by Champion Lake Maintenance Fund, Inc., the date of payment thereof commencing on January 1st of the year immediately following the year in which said lot was purchased from Declarant.
- B. The amount to be paid on the first annual payment date shall be the prorata portion of the year of sale in which the payee-owner or owners owned the respective lot, plus the advance payment for the year subsequent to the year of such sale. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by CLS Maintenance Fund, Inc. as the needs of the subdivision may in the judgment of Champion Lake Maintenance Fund, Inc., require, but in no event shall such maintenance fund be increased more than ten percent in any one calendar year.

- C. The maintenance fund shall be applied, insofar as it may be sufficient, toward the payment for maintenance or installation of paths, parks, esplanades, vacant lots, street lighting, fogging, employing policemen and workmen, and any other things necessary or desirable in the opinion of Champion Lake Maintenance Fund, Inc., to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions it being understood that the judgment of Champion Lake Maintenance Fund, Inc., in the expenditure of said fund shall be final so long as said judgment is exercised in good faith.
- D. The maintenance charge shall remain effective until January 1, 1985, and shall automatically be extended thereafter for successive periods of five years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either January 1, 1985, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Montgomery County, Texas, at any time prior to January 1, 1985, or at any time prior to the expiration of any successive five (5) year period thereafter.
- E. To secure the payment of the maintenance fund charge established hereby and to be levied on individual lots as above prescribed, there is hereby reserved a Vendor's lien on each such lot for the benefit of CLS Maintenance Fund, Inc., said liens to be enforceable through appropriate proceedings, at law by such beneficiary; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner or owners of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.
- F. The above maintenance charge shall not be applicable to any lots owned by Declarant at any time in question.
- G. The Board of Directors for CLS Maintenance Fund, Inc. shall be elected by Declarant until Declarant has sold all lots in the subdivision from and after which time the Board of Directors shall be elected by the lot owners in accordance with the Bylaws of CLS Maintenance Fund, Inc.

18. STANDBY CHARGES:

Montgomery County Municipal Utility District No. 19 may levy utility availability fees ("standby charges") against lots covered by these Restrictions for utility services available but not used by lot owners. Montgomery County Municipal Utility District No. 19 shall have a lien against each lot in the amount of any such levy which remains unpaid for a period of six months, provided, however, that

each such lien is specifically made secondary, subordinate and inferior to all liens present and future, given, granted and created by or at the instance and request of the owner or owners of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, Montgomery County Municipal Utility District No. 19 shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, such notice which shall be sent to the nearest office of such first mortgage holder by prepaid United States Registered Mail, to contain the statement of the delinquent charges on which the proposed action is based. Upon the request of any such mortgage lien holder, Montgomery County Municipal Utility District No. 19 shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

19. MODIFICATIONS:

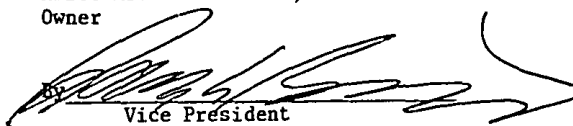
The Architectural Control Committee may at any time and from time to time make modifications of these restrictions and of the building lines and other matters shown on said plat and grant exceptions to these restrictions and to the building lines and other items shown on said plat when doing so will not be inconsistent with the overall plan for the development of Champion Lake, Section One; provided however that no such modifications and/or exceptions shall impose further restrictions or covenants on any lot without the consent of the owner of such lot.

20. TERM:

These restrictions, covenants, and conditions shall run with the land and shall be binding on all parties and all persons owning residential lots in said subdivision until January 1, 2010, at which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed, and duly acknowledged to entitle it to record, by a majority of the then lot owners has been recorded in the County Clerk's office in Montgomery County, Texas, agreeing to change these restrictions, covenants and conditions in whole or in part.

EXECUTED this 19th day of June, 1980.

ASSOCIATED PROPERTIES, INC.
Owner


Vice President

ATTEST:


Assistant Secretary

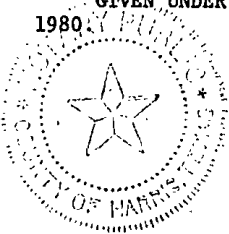
033-01-1419

STATE OF TEXAS ¢

COUNTY OF HARRIS ¢

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Samuel L. Grimes, Vice President of ASSOCIATED PROPERTIES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ASSOCIATED PROPERTIES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of June, 1980.



Lorna Quiser
Notary Public, Harris County, Texas

LORNA QUISER
Notary Public In and for Harris County, Texas
My Commission Expires June 30, 1981.....

STATE OF TEXAS }
COUNTY OF MONTGOMERY }
I hereby certify that this instrument was filed
in File Number on the date and at the
time stamped hereon by me, and was duly RECORDED,
in the official Public Records of Real Property of
Montgomery County, Texas

SEP 4 1980



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

FILED FOR RECORD

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Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS