

for  
"CHAMPION MEADOWS"

(a Subdivision in Wharton County, Texas)

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

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CHAMPION MEADOWS is made on the date hereinafter set forth by Kenneth Bohacek and Sheila Bohacek (hereinafter "Declarants").

## RECITALS

A. Declarants are the owners of certain real property situated in Wharton County, Texas, as more particularly described as follows: Champion Meadows Subdivision, Section One, a subdivision in Wharton County, Texas, according to an amended plat, recorded under Clerk's File No. 274554, together with additions thereto as may be made subject to the terms of this Declaration by any Supplemental Declaration of Covenants executed and filed, from time to time, by Declarants in the Deed Records of Wharton County, Texas (being collectively called the "Property"), and desire to create thereon a residential community with designated Lots and common areas for the benefit of the Owners, as hereinafter defined.

B. Declarants intend to further subdivide the Property into additional sections and lots and hereby acknowledge that at such time as the Property is further subdivided, Declarants will cause to be filed Supplemental Declarations of Covenants in the Deed Records of Wharton County, Texas.

C. Declarants desire to provide for the efficient preservation of the values of the Property and the maintenance of Common Areas. To this end, Declarants desire to impose upon the Property the covenants, conditions, restrictions, easements, charges and liens contained in this Declaration and has caused to be created Champion Meadows Homeowners' Association, Inc. ("Association"), a Texas non-profit corporation, to which is delegated and assigned the powers of maintaining and administering the Common Areas and enforcing the terms of this Declaration.

NOW THEREFORE, Declarants, for and in consideration of, and expressly for the benefit of, and to bind, its successors-in-interest, do hereby agree and declare that the Property, including any additions thereto as may hereafter be made hereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens sometimes referred to collectively as the Covenants ("Covenants") hereinafter set forth which shall run with the land and shall be

binding upon all parties having any right, title, or interest in or to the Property, or any part thereof, and their heirs, successors, representatives and assigns. The covenants, conditions, restrictions, easements, charges and liens hereinafter set forth are covenants running with the Property at law as well as in equity.

**ARTICLE I  
DEFINITIONS**

1.01 **Architectural Control Committee.** "Architectural Control Committee" shall mean and refer to The Champion Meadows Architectural Control Committee provided for in Article III hereof.

1.02 **Association.** "Association" shall mean and refer to the Champion Meadows Homeowners' Association, Inc.

1.03 **Building Setback Line.** "Building Setback Line" refers to those lines shown on the Plat defining the area of a Lot on which improvements may be erected.

1.04 **Common Areas.** "Common Areas" shall mean any access elements, access easements, landscape and irrigation easements, and Reserves designated on the Plat and any property, real or personal, owned, held, or maintained by the Association for the benefit of the Members of the Association, including, but not limited to, any fences, common sewer lines, common water lines and retention ponds.

1.05 **Declarants.** "Declarants" or "Developer" shall refer to KENNETH AND SHEILA BOHACEK, their heirs, successors and assigns, if such heirs, successors or assigns acquire more than one undeveloped Lot from Declarants for the purpose of development.

1.06 **Dwelling Unit.** "Dwelling Unit" shall mean and refer to a single family dwelling situated upon the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of person.

1.07 **Lot.** "Lot" or "Lots" refers to any one or more of the lots shown upon the Champion Meadows amended plat (the "Plat") recorded in the Plat Records, Plat Cabinet No. 2, Slide No. 2231-34 of Wharton County, Texas, on which there is or will be built a single family dwelling.

1.08 **Member.** "Member" shall mean and refer to each Owner as provided herein in Article II this Declaration.

1.09 **Owner.** "Owner" refers to the recorded owner, whether one or more persons entitled, of the fee simple title to any Lot or portion of a Lot acquired from Declarants on which there is or will be built a detached single family dwelling, including contract

sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.10 **Plat.** "Plat" means the amended plat of Champion Meadows Subdivision, Section One filed of record under Clerk's File No. 274554 among the Deed Records of Wharton County, Texas.

1.11 **Properties.** "Properties" refers to that certain real property hereinbefore described, and such additions thereto as may hereafter be made.

1.12 **Subdivision.** "Subdivision" means the Champion Meadows Subdivision established by the Plat and this instrument.

**ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; THE BOARD  
OF DIRECTORS**

2.01 **Membership.** Each and every Owner shall automatically and must remain a Member of the Association, subject to the terms of this Declaration, the Certificate of Formation and the Bylaws of the Association and the Association's rules and regulations. Membership of an Owner in the Association shall be appurtenant to and may not be separated from the interest of such Owner in and to a Lot. Ownership of a Lot shall be the sole qualification for being a Member; provided, however a Member's privileges in the Common Areas may be regulated or suspended as provided in this Declaration, the Bylaws of the Association and/or the Association's rules and regulations. Any person or entity that holds an interest in and to a Lot merely as security for the performance of an obligation shall not be a Member until such time as the holder or its successor acquires title to the Lot through foreclosure or conveyance in lieu thereof.

2.02 **Transfer.** Membership of an Owner in the Association may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of said Owner's interest in a Lot and then only to the purchaser or assignee as the new Owner thereof. Such membership shall not be severed by encumbrance by an Owner of a Lot. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect. Owners shall notify the Association of any transfer of the fee title to a Lot. Such transfer shall automatically operate to transfer the membership to the new Owner thereof. In the event an Owner shall fail or refuse to provide written evidence of transfer of the membership in the Association registered in such Owner's name to the transferee of such Owner's interest in a Lot, the Association shall have the right to record the transfer upon the books and records of the Association.

2.03 **Classes of Membership.** The Association shall have two class of voting membership.

CLASS A. Class A Members shall be all Members with the exception of Declarants. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The only Class B Members shall be the Declarants. The Class B Member(s) shall be entitled to three (3) votes for each Lot they own. Class B membership shall cease when Declarants no longer owns any Lots.

2.04 **Additions to the Property.** Declarants may from time to time subject to the provisions of this Declaration all or any portion of the property described in the Plat as Unrestricted Reserve B by recording a Supplemental Declaration describing the additional property to be subjected. A Supplemental Declaration recorded pursuant to this Section 2.04 shall not require the consent of any person except the owner of such property, if other than Declarants.

2.05 **The Board of Directors.** The number, term and election of the Board of Directors shall be as determined in the Certificate of Formation and Bylaws of the Association. The initial Board of Directors shall be appointed by the Declarants and shall serve until the first Board is elected by the Members after the Election Date. The Board may fill vacancies on the Board of Directors until the Election Date. No Director need be a Member of the Association or a resident of the Property.

### ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

3.01 **Creation of the Lien and Personal Obligation for Assessments.** Declarants, for each Lot owned by it within the Property, hereby covenants and agrees, and each purchaser of a Lot (by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance), for each Lot owned by and such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay the Association (or to a mortgage company or other collection agency designated by the Association): (a) annual assessments or charges, to paid in installments as the Board of Directors of the Association may elect; (b) special assessments for capital expenditures, such assessments to be fixed, established and collected from time to time as hereinafter provided, and (c) default assessments which may be assessed against an individual Owner to reimburse the Association for extra maintenance and repair costs incurred as a result of the willful or negligent acts or omissions of such Owner, or the Owner's family, agents, guests and invitees, such default assessments to be fixed, established and collected from time to times as hereinafter provided. The regular annual assessments, special assessments and default assessments, together with such interest thereon and costs of collection thereof as hereinafter provided (collectively "Assessments"), shall be a charge and continuing lien upon each Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof, as hereinafter

provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. The annual assessments shall be payable as provided in this Article III.

**3.02 Purpose of Assessments.** The Assessments levied by the Association shall be used: (i) for the purposes of promoting health, safety and welfare of the residents of the Property, and in particular for the improvement and maintenance of shared driveways, access easement, private sewer lines, private storm sewer lines, detention ponds, common landscaping areas, or other Property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Property including, but not limited to, the payment of insurance premiums, if any, in connection with the Property and the repair, replacement and additions thereto; (ii) for paying the cost of labor, equipment (including the expenses of leasing any equipment) and materials required for, and management and supervision of the retention ponds; (iii) for carrying out the duties of the Board of Directors of the Association as set forth in Article IV hereafter, including, but not limited to, the payment by the Association of all assessments and charges payable in connection with sewer, water and garbage pickup services and the installation and maintenance of lighting (if any); (iv) for paying the cost of the erection and maintenance of any monument sign, for the Property; (v) for paying for landscaping, irrigation, electrical and other expenses associated with the maintenance of public right-of-way areas adjacent to or in the vicinity of the Property; and (vi) for carrying out the purposes of the Association as stated in the Certificate of Formation. The Board may at any time ratably increase or decrease the amount of the annual assessments in accordance with this Declaration to such level as shall be reasonably necessary in the judgment of the Board to cover obligations of the Association under this Declaration, including maintenance of reasonable cash reserves. The Board is obligated to maintain assessments at a level sufficient to enable payment of all costs which are the Association's obligation.

**3.03 Amount of Annual Assessments.** After consideration of the current maintenance and operating costs and future needs of the Association, the Board shall fix the annual assessment in an amount necessary to fund the anticipated revenue needs of the Association, including an adequate reserve fund for the purposes set forth in Section 3.02 above. The Board may adjust the amount of the annual Assessment not more than one time during any calendar year. Written notice of any adjustment in the amount of the annual assessment shall be sent to every Member at least thirty (30) days prior to the effective date of the adjustment; provided that the failure of the Association to provide such notice shall not release or relieve the Owner of the duty to pay the annual assessment.

**3.04 Special Assessments for Improvements.** In addition to the annual assessments authorized by Section 3.03 above, the Association may levy in any assessment year a special assessment, applicable that year only, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of any improvement in the Property entry area, including the necessary fixtures and personal property related thereto; provided that any such assessment for the improvements shall have been approved by a two-thirds (2/3) Member vote.

3.05 **Uniform Rate of Assessment Within Classes of Members.** In recognition of the fact that while Declarants are the Owners of Lots, the benefits Declarants receive from such Lots will be proportionately less than other Owners, and therefore, the regular annual and special assessments for Lots owned by Declarants shall be fixed at fifty percent (50%) of the Assessments for all other Lots except as provided in this Section 3.05, the regular annual and special Assessments shall be fixed at a uniform rate for all Lots.

3.06 **Date of Commencement of Assessments; Due Date.** The first annual assessments shall be due and payable December 31, 2007, and thereafter, the due date for annual assessments shall be January 31<sup>st</sup> of every year, subject to Section 3.01(a) hereof. The due date or dates, if it is to be paid in installments, of any special assessment under Section 3.04, shall be fixed in the respective resolution authorizing such assessment. Notwithstanding anything contained to the contrary in this Section, it is hereby understood that the Board of Directors of the Association shall have the right to establish a payment date and payment period that is different from the monthly payment date provided herein.

3.07 **Duties of the Board with Respect to Assessments.**

(a) The Board shall fix the date of commencement and the amount of the Assessment against each Lot for each Assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the Assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board shall, upon an Owner's written request and payment of any reasonable fee previously set by the Board, furnish to any Owner liable for each Assessment a certificate in writing signed by an officer of the Association, setting forth whether such Assessment has been paid. Each such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

3.08 **Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, the Lien, Remedies of Association.**

(a) If any Assessment or any part thereof is not paid on the date(s) when due (being the dates specified by the Board), then the unpaid amount of such Assessment shall become delinquent and shall, together with such interest thereon and the costs of collection thereof as hereinafter provided, be a continuing lien (the "Lien") on the Lot of the non-paying Owner which shall bind such Lot in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation

of the then Owner to pay such Assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Any assumption of the obligation to pay an Assessment by a successor in title shall not relieve the prior Owner of his personal obligation to pay such Assessment. The lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the Assessments provided herein by abandonment of his Lot.

(b) In furtherance of the Lien provided in Section 3.08(a), and to secure the full and timely payment of all Assessments and other amounts payable by each Owner hereunder; each Owner, by his acceptance of a deed or other conveyance of the Lot and regardless of whether or not such deed or other conveyance expressly contains such a provision, does hereby grant and convey unto the Board of Directors, in trust as Trustee (the "Trustee"), for the benefit of the Association, the Lot owned by such Owner, subject to all easements and other encumbrances affecting such Lot; provided, that each such grant shall be subordinated to the lien of any mortgage or deed of trust only to the extent provided in Section 4.09; and for these purposes the provisions of this Section 4.08(b) shall be deemed to have created a deed of trust (the "Deed of Trust covering all of the Lots with a power of sale granted to the Trustee in accordance with the provisions of Chapter 51 of the Texas Property Code (the "Code" and as it may be amended from time to time. The Deed of Trust created hereby shall be upon the same terms and conditions, and shall provide to the Association all of the rights, benefits and privileges, of the Deed and shall promulgated by the State Bar of Texas for use by lawyers designated as Form No. 2402, and all amendments, modifications and substitutions Thereof, which form is hereby incorporated by reference for all purposes hereof. The Association, acting through its President, shall have the right in its sole discretion at any time, and from time to time, to appoint in writing a substitute or successor trustee who shall succeed to all rights and responsibilities of the then acting Trustee.

(c) Without limitation of the remedies available to the Association and to the other Owners upon the occurrence of a default by any Owner in the payment of any Assessment or other amount due and payable hereunder, The Association may, at its election and by and through the Trustee, sell or offer for sale the Lot owned by the defaulting Owner to the highest bidder for cash at public auction in accordance with the provisions of the Code, The Association may, at its option, accomplish such foreclosure sale in such manner as permitted or required by the Code or by any other present or subsequent laws relating to the same. After the sale of any Lot in accordance with the provisions of this Section 4.08(c), the Owner of such Lot shall be divested of any and all interests and claims thereto, and the proceeds of any such sale shall be applied in the following order of priority: (i) to the payment of the costs and expenses of taking possession of the Lot, (ii) to the payment of reasonable Trustee's fees, (iii) to the payment of costs of advertisement and sale, (iv) to the payment of all unpaid Assessments and other amount payable by such Owner to the Association hereunder, and (v) to the defaulting Owner or to any other party entitled thereto. The Association shall have the right to become the purchaser at the sale of any Lot pursuant to the Deed of Trust and shall have the right to be credited on the amount of its bid therefor all of the

Assessments due and owing by the defaulting Owner to the Association as of the date of such sale.

(d) If any Assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from the date of delinquency at the lesser of twelve percent (12%) per annum or the maximum legal rate of interest, then prevailing and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and (or to foreclose the lien against the property subject thereto, There shall be added to the amount of such Assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained such judgment shall include interest on the Assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

**3.09 Subordination of the Lien to Mortgages.** The lien securing the payment of the Assessments and other obligations provided for herein shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon any Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for

(a) Bona fide first mortgage or deed of trust liens for purchase money and/or home improvement purposes placed upon a Lot, including without limitation Institutional Mortgages, in which event the Association's lien shall automatically become subordinate and inferior to such first lien,

(b) Liens for ad valorem taxes or other public charges as are by applicable law made superior to the Association's lien; and

(c) Such other liens about which the Board may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Association's lien; provided however, such subordination shall apply only to the Assessments which have been due and payable prior to the foreclosure sale (whether public or private) of such Lot pursuant to the terms and conditions of any such first mortgage or deed of trust or tax lien. Such sale shall not relieve such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien of any such subsequent Assessment Such subordination shall not apply where the first mortgage or deed of trust or tax lien is used as a device, scheme or artifice to evade the obligation to pay Assessments and/or to hinder the Association in performing its functions hereunder.

**3.10 Omission of Assessments.** The omission of the Board, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed by the Board.



3.1.1 **Certificate.** The Association shall upon request at any time furnish a certificate in writing, signed by an officer or agent of the Association, setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of a certificate, which shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

**ARTICLE IV  
GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE  
ASSOCIATION**

**4.01 Powers and Duties.**

(a) The Board, for the benefit of the Property and the Owners, shall provide, and shall pay for out of Assessments, to the extent appropriate, the following:

(i) Care, preservation and maintenance of the Property Entry Area, including without limitation, the maintenance of private sewer, storm sewer, streets, Access Elements, retention ponds, including care and replacement of trees, shrubs and grass, lighting systems and any installed sprinkler systems on the Property Entry Area; the construction and maintenance of all entry monuments, provided however, in the event the need for maintenance or repair is caused through the willful or negligent act of any Owner, the Owner's family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment attributable to such Owner's.

(ii) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(iii) Legal and accounting services.

(iv) If deemed appropriate by the Board, a policy or policies of insurance insuring the Association and the Board against any liability to the public or to the Owners (and/or invitees, guests or tenants), incident to the operation of the Association, in an amount not less than \$250,000 to indemnify against the claim of one person, \$500,000 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insured.

(v) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

- (vi) Such fidelity bonds as the Board may determine to be advisable.
  - (vii) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.
- (b) The Board shall have the following additional rights, powers and duties:
- (i) To execute all re-plats of the Property.
  - (ii) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.
  - (iii) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to sign checks), and, generally, to have all the powers necessary or incidental to the operation and management of the Association,
  - (iv) To protect the Common Areas from loss or damage, and to determine adequate replacement reserves.
  - (v) To make reasonable rules and regulations for the maintenance and protection of the Property Entry Area, and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Property, by the Members owning Lots in the portions affected.
  - (vi) To make available to each Owner upon written request within sixty (60) days after the end of each year an annual report
  - (vii) To adjust the amount collect, and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.
  - (viii) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provision or rules.

4.02 **Board Powers, Exclusive.** The Board shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made from the Assessments and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

4.03 **Rules and Regulations.** Sanctions for violations of this Declaration, the By-Laws; or such rules and regulations may include reasonable monetary fines, suspension of the right to vote, the right to hold any office or appointed position in the Association or committee. In addition, the Association shall have the right to exercise self-help to cure violations, and shall be entitled to suspend any services provided by the Association to any Owner or such Owner's Unit in the event that such Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association. The Board shall also have the power to seek relief in any court for violations or to abate nuisances, Imposition of sanctions shall be as provided in the By-Laws of the Association.

#### ARTICLE V. RESERVATIONS, EXCEPTIONS AND DEDICATIONS

5.01 **Existing Easements.** Easements for private street right-of-ways and/or roadway easements together with easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and shall be construed as being adopted in each and every contract deed or conveyance executed or to be executed by or on behalf of Declarants conveying any part of the Properties.

5.02 **Mineral Exception.** There is hereby excepted from the Properties and Declarants will hereafter except from all its sales and conveyances of the Properties, or any part thereof, all oil, gas, and other minerals in, on, and under the Properties. Declarants will and do hereby waive the right to sue the surface of the land for exploration for or development of such oil, gas, or other minerals by any method except directional drilling or other from of recovery which does not require surface operations.

5.03 **Title to Lots Subject to Easements and Appurtenances.** It is expressly agreed and understood that the title conveyed by Declarants to any Lots or parcels of land within the Properties by contract, deed or other conveyance shall be subject to: (a) easements for storm sewer, electric light, electric power, telegraph, telephone or other utility purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by or under Declarants or any easement Owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties; and (b) the right of Declarants, Declarants' heirs, successors and assigns, to maintain, repair, sell or lease such utility facility or appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party (and such right is hereby expressly reserved).

5.04 **Installation and Maintenance.** There is hereby created easements upon, across, over and under all of the Properties for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of these easements, it shall be expressly permissible for the utility companies and other entities supplying service to affix and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Properties. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Declarants, the Architectural Control Committee, or the Association.

5.05 **Liability for Damage.** Neither the Declarants, the Association, nor any supplier of any utility or service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their agents, employees, servants or assigns, to pavement or to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

#### ARTICLE VI. PROTECTIVE COVENANTS

6.01 **Temporary Structures.** No structure of a temporary character, trailer, mobile home, tent, shack, garage, or other outbuilding shall be used on an Lot at any time as a residence, either temporarily or permanently.

6.02 **Mineral Development and Mining.** No oil, gas or mineral well drilling, development, operations, refining, quarrying, or other operations of any kind shall be permitted on a Lot, nor shall wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil natural gas, or other minerals shall be erected, maintained or permitted on any Lot. Nothing herein shall prohibit directional drilling recovery methods with drilling locations being outside the Subdivision.

6.03 **Home Used for Business.** Notwithstanding the provisions of Article 6.04 below, a Dwelling Unit on a Lot may be used for a home business provided that:

- (a) no person other than a resident of the Dwelling Unit shall be engaged or employed in the home business at the Dwelling Unit;
- (b) there shall be no visible storage or display of business materials or products;
- (c) there shall be no exterior evidence of the conduct of a home business, including, but not limited to signs, posters, and placards, but in no event shall signs located on vehicles be prohibited; and

As used herein, the term "home business" shall mean a commercial enterprise conducted in a Dwelling Unit or on a Lot which is incidental to the principal residential use.

**6.04 Vehicles, Boats, Trailers, Motor Homes.** Except for passenger vehicles (pick-up trucks included) that are in operating condition and have current license plates and inspection stickers, no vehicle, boat, trailer, travel trailer, tractor, camper, motor home, motorcycle, off-road vehicle, or lawn equipment, shall be parked or kept on any Lot or in the street in front of any Lot if visible from any neighboring Lot. Said vehicles and equipment shall be parked or kept in the garage or other enclosed structure approved by the Architectural Control Committee; if said vehicles and equipment are parked or kept in the garage, there must be adequate space in the garage and on the driveway for all passenger vehicles used by the residents.

**6.05 Vehicle Repairs.** No passenger vehicle, trailer, tractor, boat or other vehicle of any kind shall be constructed, reconstructed, or repaired on any Lot if visible from any neighboring Lot.

**6.06 Animals and Livestock.** Except as herein provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats and other common household pets may be kept on any Lot. If any occupant of a Lot is a member of 4-H or Future Farmers of America, the Board may in its discretion, allow animals not specifically permitted herein, to be kept, raised and maintained for the term of the member's project, provided that, under no circumstances is a pig permitted on a Lot. Animals and livestock shall not be kept on any Lot until the Dwelling Unit is completed and occupied.

**6.07 Nuisances and Other Prohibited Activities.** No rubbish, debris or junk of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become any annoyance or a nuisance to the Subdivision. No exterior speakers, horn, whistle, bell or other sound device, except security and fire devices shall be located or used on a Lot. Exterior lights such as those for security, safety, and decorative reasons shall be properly hooded or angled so as not to cause distraction, nuisance, or be unsightly. Prohibited activities and conditions include, without limitation, those which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration, pollution, or which are hazardous by reason of excessive danger, fire or explosion. The Board shall have authority and discretion to determine whether any activity or condition on a Lot constitutes a nuisance or is offensive, and its determination shall be final and binding on all Lot Owners.

**6.08 Garbage and Trash Disposal.** No garbage or trash shall be maintained on a Lot so as to be visible from any neighboring Lot except to make the same available for collection, and then only for the shortest time reasonably necessary to effect such collection. Garbage and trash made available for collection shall be placed in tightly

closed plastic, durable containers, and in any other manner as may be additionally provided in any trash disposal contract entered into by the Board or Lot Owner.

**6.09 Owner's Maintenance Obligation.** Each Owner and occupant of a Lot shall at all times be obligated to maintain Owner's property and all improvements thereon, so as to keep same in a clean, sightly and safe condition. An Owner's maintenance obligation shall include, but not be limited to: the maintenance of a all visible exterior surfaces of buildings and other improvements; the prompt removal of all paper; debris and refuse; and the mowing of the Lot.

**6.10 Air Conditioners.** Except in workshops, barns, and guest houses (as approved by the Architectural Control Committee), the sue or placement of window, wall or roof type air conditioners shall be prohibited.

**6.11 Antennas.** Satellite dish antennas which are forty (40) inches or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided they are installed in the least obtrusive location that enables the receipt of an acceptable quality signal. All other antennas are prohibited.

**6.12 Propane Tanks and Other Equipment.** Propane tanks and equipment such as that used in connection with water wells, septic systems, and swimming pools, shall be located or screened, to the greatest extent possible, so as to be concealed from public view.

**6.13 Signs, Pennants and Banners.** No sign, pennant or banner of any kind may be displayed on any Lot without the consent of the Architectural Control Committee, except one (1) sign not more than thirty-six (36) inches square, advertising the builder of a Dwelling Unit.

**6.14 Clothes Drying.** The drying or airing of clothes in public view is prohibited.

**6.15 Firearms.** The discharge of firearms and bows and arrows within the Subdivision is expressly prohibited.

**6.16 Hunting.** Hunting within the Subdivision is expressly prohibited.

**6.17 Playground Equipment.** All playground equipment on a Lot must be placed behind the main dwelling unit so as not to be visible from the front of the Lot.

#### ARTICLE VII. ARCHITECTURAL AND CONSTRUCTION RESTRICTIONS

**7.01 Setbacks.** Unless prior written approval is given by the Architectural Committee or New Construction Committee and such approval is filed of record in the Official Records of Wharton County, Texas, no building shall be located on any Lot outside the

Building Setback Lines. For the purpose of this covenant, eaves shall not be considered as a part of the building.

7.02 **Resubdivision or Consolidation.** Re-subdivision or consolidation of Lots is strictly prohibited.

7.03 **Single Family Residential Construction.** Each and every Lot in the Subdivision shall be used for residential purposes only, and is restricted to not more than one single family residence and related outbuildings and improvements, including guest/servants' hoses, workshops and barns. The residence and related outbuildings and improvements shall be of new construction and must be approved by the Architectural Control Committee/New Construction Committee as the case may be, prior to being erected, placed or altered on the property.

7.04 **Manufactured Homes.** Manufactured homes are not permitted within the Subdivision.

7.05 **Code Compliance.** All construction within the Subdivision shall be in accordance with state and local building codes.

7.06 **Time to Commence Construction.** The construction of the main dwelling on a Lot must commence within five (5) years of the closing date when the Lot was conveyed by Developer to the original Owner. For purposes hereof, the construction of the main dwelling shall not be deemed to have commenced until the forms of the foundation of the main dwelling have been set. If an Owner fails to commence construction as required, Developer will have the option to repurchase the Lot on the terms set out in the Deed from the Developer to the original Owner of the Lot.

7.07 **Minimum Square Foot Requirements.** The minimum allowable area of interior living space in a single family residence, exclusive of porches, patios, breezeways and garages, shall be 2,000 square feet.

7.08 **Foundations.** Not more than twelve inches (12") of vertical surface of the concrete slab shall be exposed to view from any neighboring Lot or the road. Concerning pier and beam foundations, all mechanical, electrical, plumbing lines and fixtures located thereunder shall be screened from view. The Architectural Control Committee shall have the authority to determine the adequacy of any screening.

7.09 **Drainage.** First floor elevation of dwelling is recommended to be eighteen (18) inches above normal ground. Natural, established drainage patterns of the Lots and the road ditch shall be impaired. It will be the responsibility of each Owner (or Owner's builder) to provide adequate drainage for the Lot, and to finish the grade of the Lot so as to establish good drainage as dictated by existing drainage patterns. Care should be taken to not unnecessarily alter or accelerate the surface runoff of the natural drainage ways. Driveways culverts shall be of sufficient size to afford proper drainage of the ditch without backing up or diverting water.

7.10 **Exterior Veneer.** Unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee, the exterior veneer of each single family residence, excluding doors, shutters, trim work, eaves and dormers, must be comprised of ninety percent (90%) brick, natural stone or manmade stone.

7.11 **Roofing.** Unless otherwise approved by the Architectural Control Committee, roofs shall be constructed of either composition shingles (with minimum 30-yr manufacturer's guarantee), colored standing seam metal, or ceramic tiles.

7.12 **Colors.** All exterior colors of any structures must be natural or earth tones and must complement the Subdivision.

7.13 **Driveways.** All driveways shall be constructed of concrete, asphalt, crushed rock, flagstone, gravel, or other material approved by the Architectural Control Committee, and shall be completed within fifteen (15) months of the setting of forms for the foundation of the main dwelling.

7.14 **Garage.** Each single family residence must be designed and constructed with an attached or detached garage. The garage must be of the same style and architecture as the main dwelling, must be capable of storing a minimum of two automobiles, and must be constructed while the residence is being built. If attached construction is used, the face of the garage shall not extend beyond the major front elevation of the house. If detached construction is used, the garage must be connected to the house with a breezeway. Garage doors shall be closed when not in use for their intended purposes. No carport shall be erected on any Lot unless expressly approved by the Architectural Control Committee.

7.15 **Guest/Servants' House.** One guest/servants' house may be built provided it matches the same style and architecture as the main dwelling, contains a minimum of 500 square feet and a maximum of not more than 50% of the square footage of the main dwelling, and is built during or after the time the main dwelling is built.

7.16 **Workshops and Barns.** Workshops and barns may be constructed on the property during or after the time the main dwelling is built, provided they are in harmony with the main dwelling, are of substantial and new construction, are kept in good repair, and are not used for residential purposes. Workshops, barns or other outbuildings shall, in general, be located to the rear of the main dwelling.

7.17 **Septic System and Water Well Requirements.** Each Lot Owner shall construct and install at Owner's expense, a septic system and a water well to serve the single family residence on the Lot in accordance with the following:

- (1) **Septic System Type Required:** Approved "Aerobic Treatment Unit" with surface spray disposal. A septic system permit must be obtained from Wharton County Permit and Inspection Department.



(2) Water wells shall be placed no nearer than 100 feet to all property lines,

OR

Provided the well is cemented or grouted in accordance with Texas Commission on Environmental Quality requirements regarding the 50-foot separation distance between such wells and septic disposal areas, the well may have a placement of not less than 50 feet from all property lines.

**7.18 Electric Utility Service.** Each Owner may expect to pay a charge for connection to electric utility service, and is obligated to contact the electric utility company serving the area to determine such charge and to make arrangements for the installation of electric service lines and for connection to the electrical distribution system.

**7.19 Fencing.** Fences, walls and gates must be approved by the Architectural Control Committee as to type, materials, color, height, and location. Except for fencing required to enclose small privacy areas (e.g., hot tubs, patios), all fencing must be visually open. Minimum acceptable materials for perimeter fencing include treated wood in split three-rail style, and woven wire (non-climb) horse fencing. No fences shall be constructed on any Lot until the foundation forms for the main dwelling have been set.

**7.20 Storage.** No building materials, equipment or any other product shall be placed or stored on any Lot more than thirty (30) days before commencement of construction of the main dwelling.

**7.21 Site Conditions During Construction.** Each Lot on which construction is taking place must be cleaned on a regular basis. Each builder must place waste materials, rubbish and construction debris in a container that prevents such items from being windblown in and around the neighborhood. The builder shall provide a portable toilet on each Lot during the period of construction of the main dwelling.

**7.22 Time to Complete Construction.** Any main dwelling, outbuilding or improvement commenced on any Lot shall be completed as to exterior finish and appearance within twelve (12) months of the commencement date.

#### ARTICLE VIII. ARCHITECTURAL CONTROL

**8.01 Architectural Control Committee.** Plans and specifications for all construction, whether for the main dwelling, garage, outbuilding or fencing, shall, prior to commencement of construction, be submitted to and approved by an Architectural Control Committee (sometimes herein referred to as the "Committee"), composed of three members, which Committee shall review all proposed construction to determine whether the construction complies in all respects to the provisions of these restrictions. By majority vote, the Committee may designate a representative to act for them.

8.02 **Additional Authority.** The Architectural Control Committee shall additionally have the right to enforce the provisions of these restrictions, including but not limited to maintenance of the structures and the premises, and the Committee's decision regarding any of these restrictions shall be binding on the Lot Owners.

8.03 **Committee Membership.** The Committee shall be initially composed of:

KENNETH BOHACEK  
SHEILA BOHACEK, and  
AMY TOVAR

At the discretion of the Declarants, or in any event at such times as all Lots have been sold, and plans for each respective main dwelling have been approved, the Owners shall elect three Lot Owners to serve as the members of the Architectural Control Committee. Each Owner shall be entitled to one vote for each Lot owned. After the initial election of the three-member Committee, elections shall be held in the month of January of every year thereafter. Committee members shall receive no compensation for their involvement in the Committee.

8.04 **Replacement.** In the event of death or resignation of any member or members of said Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

8.05 **Minimum Construction Standards.** The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall be bound thereby.

8.06 **Approval of Plans and Specifications.** No improvements may be erected, placed, or altered on any Lot until the construction plans and a plot plan showing the location of the improvements have been approved by the Architectural Control Committee.

8.07 **Variance.** The Declarants or the Committee, as the case may be, may authorize variance from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Declarants or the Committee, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Declarants and the Committee reserve the right to grant variances as to building setback lines, minimum square footage of the residence, fences, and other items. Such variances must be evidenced in writing and shall become effective when signed by the Declarants or by at least a majority of

members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affect the property concerned and the Plat.

**8.08 Failure of Committee to Act.** In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of forty-five (45) days following such submission, approval by the Committee shall be not be required, and full compliance with this Article shall be deemed to have been completed.

**ARTICLE IX.**

**MAINTENANCE OF LOTS AND DWELLING UNITS BY OWNERS**

**9.01 Duty of Maintenance.** The Owner of each Lot shall, at the Owner's sole cost and expense, keep the Owner's Lot and Dwelling Unit in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (1) prompt removal of all litter, trash, refuse and waste;
- (2) keeping exterior lighting in working order;
- (3) complying with all governmental health and police requirements;
- (4) repair of exterior damage to improvements; and
- (5) maintenance of all landscaping.

**9.02 Enforcement.** If, in the opinion of the Association, any Owner has failed in any of the foregoing duties or responsibilities, then the Association may give such Owner written notice of such failure and such Owner must within ten (10) days after receiving the such notice, perform the care or make arrangements with the Association for making the repairs and maintenance required. Should any such Owner fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owner of any Lot on which such work is performed shall be liable for the cost of such work (such costs constituting a default assessment) and shall promptly reimburse the Association for such cost. If such Owner shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, the said indebtedness shall be a debt of said Owner, and shall constitute a lien against the Lot Owner on which said work was performed. Such lien shall have the same attributes as the lien for assessments as set forth in this Declaration, and Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

**10.01 Enforcement.** The Declarants, the Association, the Architectural Control Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The right of enforcement shall include the right to recover a temporary restraining order, a permanent injunction, all expenses and court costs in connection with the enforcement of these restrictions.

**10.02 Duration.** This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarants, the Association, the Architectural Control Committee, and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for an original twenty-five (25) year term expiring on the twenty-fifty anniversary of the date of recording of this Declaration, after which this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners of at least fifty-one percent (51%) of all Lots within the Subdivision and recorded in the Deed Records of Wharton County, Texas, which contains and sets forth an agreement to abolish this Declaration; provided, however, no such agreement was approved by less than seventy-five percent (75%) of the Owners of all Lots within the Subdivision to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

**10.03 Amendments.** This Declaration is expressly subject to change, modification and/or deletion by means of amendment at any time and from time to time as provided herein. This Declaration may be amended and/or changed in part as follows:

(a) Declarants shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair or affect the vested property or other rights of any Owner or such Owner's mortgagee.

(b) In response to any governmental or quasi-governmental suggestion, guideline, checklist, requisite or requirements, particularly with respect to those entities or agencies directly or indirectly involved in, or having an impact on, mortgage financing, mortgage insurance and/or reinsurance, Declarants shall have the complete and unrestricted right and privilege to amend, change, revise, modify or delete portions of this Declaration, and each and every Owner and Member specifically and affirmatively authorizes and empowers Declarants, to undertake, complete and consummate any and all

such amendments, changes, revisions, modifications or deletions as Declarants (in their sole and absolute discretion) shall deem reasonable and appropriate.

(c) With the assent of a Two-Thirds vote of all member classes.

**10.04 Validity.** Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of this Declaration conflicts with mandatory provisions of any ordinances or regulation promulgated by the applicable governmental authority, then such governmental requirement shall control.

**10.05 Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise.

**10.06 Registration with the Association.** Each and every Owner and Member shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, the following information: (a) the full name and address of each Owner or Member; (b) the business address, occupation and telephone numbers of each Owner or Member; (c) the description and license plate number of each automobile owned or used by a Owner or Member and brought within the Subdivision; and (d) such other information as may be reasonably requested from time to time by the Association. In the event any Owner or Member fails, neglects, or refused to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner or Member shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

**10.07 Notice to Member/Owner.** Any notice required to be given to any Member and/or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when (i) deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as the Member/Owner on the records of the Association at the time of such mailing, or when (ii) delivered by hand or by messenger to the last known address of such person within the Subdivision.

*{Signatures on following page}*

EXECUTED on this 13<sup>th</sup> day of August, 2007.

VOL 709 PAGE 239-u

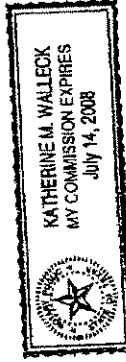
DECLARANTS:

Kenneth Bohacek  
Kenneth Bohacek

Sheila Bohacek  
Sheila Bohacek

THE STATE OF TEXAS §  
COUNTY OF WHARTON §

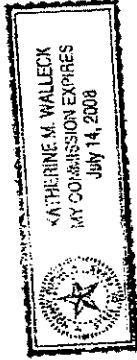
This instrument was acknowledge before me on the 13<sup>th</sup> day of August, 2007, by  
Kenneth Bohacek.



Katherine M. Wallick  
Notary Public in and for State of Texas

THE STATE OF TEXAS §  
COUNTY OF WHARTON §

This instrument was acknowledge before me on the 13<sup>th</sup> day of August, 2007, by  
Sheila Bohacek.



Katherine M. Wallick  
Notary Public in and for State of Texas

FILED FOR RECORD  
at 11 o'clock A.M

AUG 13 2007

SANDRA K. SANDERS  
COUNTY CLERK WHARTON CO. TEXAS

BY Sandra K. Sanders

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Sheila Bohacek 22  
15819 CL 274  
East Bernard 77713-925



BY Sandra K. Sanders  
COUNTY CLERK Wharton County, Texas

AUG 15 2007

STATE OF TEXAS COUNTY OF WHARTON  
I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly  
recorded in the volume and page of the named records  
of Wharton County, Texas as stamped hereon by me on



Wharton, TX  
Sandra K. Sanders County Clerk  
File# 2017-0002993

Doc ID: 004662690003 Type: OFF  
Kind: RESTRICTIONS  
Filed: 05/31/2017 at 01:42:28 PM  
Fee Amt: \$34.00 Page 1 of 3

BK 1061 Pg 391-393

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CHAMPION MEADOWS**

THIS SUPPLEMENTAL DECLARATION is made this 30<sup>th</sup> day of May, 2017, by Kenneth Bohacek and Sheila Bohacek (hereinafter "Declarants").

**RECITALS**

WHEREAS, Declarants prepared and filed of record that certain Declaration of Covenants, Conditions, Easements and Restrictions for Champion Meadows under Clerk's Document File Number: 274883 in the Official Public Records of Wharton County, Texas (herein referred to as the "Declaration"); and

WHEREAS, pursuant to the terms of Article II, Section 2.04 of the Declaration, the Declarants may submit certain additional property described on Exhibit "A" of the Declaration to the terms of the Declaration; and

WHEREAS, Declarants are the owners of the real property described on Exhibit "A" attached hereto ("Additional Property"); and

WHEREAS, the Additional Property is a portion of that property described on Exhibit "A" to the Declaration; and

WHEREAS, Jonathan and Cinthia Hegemeyer purchased Lot One, Section Two in the Champion Meadows Subdivision prior to the filing of the Supplemental Declaration and therefore are the owners of that Lot One, Section Two and hereby are consenting to the filing of the Supplemental Declaration for the purposes of agreeing to submit their property to the terms of the Declaration;

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW THEREFORE, pursuant to the powers retained by the Declarants under the Declaration, Declarants hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all person having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon in accordance with the terms of the Declaration.

**ARTICLE 1**

**Definitions**

The definitions set forth in Article 1 of the Declaration are hereby incorporated by reference, and amended as follows unless said terms are otherwise defined herein.

1.01 Lot. "Lot" or "Lots" refers to any one or more of the lots shown upon the Champion Meadows amended plat recorded in the Plat Records, Plat Cabinet No. 2, Slide No. 2231-34 of Wharton County, Texas or the Champion Meadows final plat recorded in the Plat Records File Number 6409 of the Plat Records Slide No. 3128 of the County of Wharton, Texas or the Champion Meadows Plat Records File Number 3 of the Plat Records Slide No. 3135 of the County of Wharton, Texas, on which there is or will be built a single family dwelling.

1.02 Plat. "Plat" means the amended plat of Champion Meadows Subdivision, Section One filed of record under Clerk's File No. 274554 among the Deed Records of Wharton County, Texas and the final plat of Champion Meadows Subdivision Two filed of record under Clerk's File No. 2016-00006409, Block 1045, Page 447 and the final plat of Champion Meadows Subdivision Three filed of record under Clerk's File No. 2017-00002192, Block 1057, Page 713.

## ARTICLE 2

### Amendment to Supplemental Declaration

2.01 By Declarants. This Supplemental Declaration may be unilaterally amended by the Declarants in accordance with Section 10.03(a) and (b) of the Declaration.

2.02. By Members. This Supplemental Declaration may be amended with the assent of Two-Thirds vote of all member classes.



## ARTICLE 3

### Declaration

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

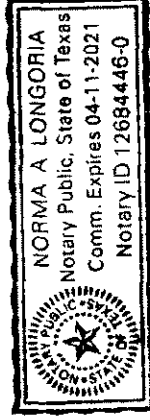
IN WITNESS WHEREOF, the undersigned Declarants have executed this Supplemental Declaration the day and year first above written.

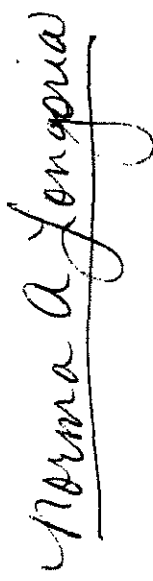
### DECLARANTS:

  
Kenneth Bohacek  
  
Sheila Bohacek

THE STATE OF TEXAS  
COUNTY OF WHARTON

This instrument was acknowledged before me on the 31<sup>st</sup> day of May, 2017, but Kenneth Bohacek.





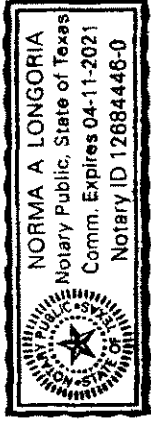


Notary Public in and for State of Texas

THE STATE OF TEXAS  
COUNTY OF WHARTON

This instrument was acknowledged before me on the 31<sup>st</sup> day of May, 2017, but Sheila Bohacek.

Norma A Longoria  
Notary Public in and for State of Texas



**EXHIBIT "A"**  
**Additional Property**

ALL THOSE LOTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Wharton County, Texas, as shown upon the Champion Meadows final plat recorded in the Plat Records File Number 6409 of the Plat Records Slide No. 3128 of Wharton County Texas and the Champion Meadows final plat recorded in the Plat Records File Number 3 of the Plat Records Slide No. 3135 of the County of Wharton, Texas on which there is or will be built a single family dwelling, commonly referred to as Champion Meadows Subdivision, Section Two and Three.

AGREED AND CONSENTED TO BY:

Jonathan Hoegemeyer  
Jonathan Hoegemeyer  
Cynthia Hoegemeyer  
Cynthia Hoegemeyer

pd #34 to copy  
Sheila Bohacek  
15819 CR 274  
East Bernard, TX  
77435

2017-00002998  
STATE OF TEXAS COUNTY OF WHARTON  
I, hereby certify that this document was filed on the date  
and time stamped and was recorded  
on 05/31/2017 1:42 PM

Madison K. Headen



COUNTY CLERK, Wharton County, Texas  
By, [Signature] Deputy