

**CERTIFICATE OF SECRETARY  
of  
CHAMPION FOREST TWELVE HOMEOWNERS ASSOCIATION, INC.  
adopting  
RULES AND REGULATIONS**

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STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

I, CARLOS P. KENDA, Secretary of Champion Forest Twelve Homeowners Association, Inc., a Texas non-profit corporation ("Association"), do hereby certify that at a meeting of the Board of Directors of the Association ("Board") duly called and held on the 8<sup>th</sup> day of DECEMBER, 2015, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business the following resolutions were passed:

WHEREAS, Article III, Section 8 of that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Champion Forest, Section 12, a Subdivision in Harris County, Texas" filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. R374368 (the "Declaration") provides:

The ARC shall establish rules and regulations for the use of any and all portions of the Common Areas. Such rules and regulations shall apply to all Common Areas as well as any and all entry and access gates or general access systems which may be designed and/or maintained by the Association.

WHEREAS, the ARC has assigned its powers enumerated in Article III, Section 8 of the Declaration to the Board of Directors of the Association;

WHEREAS, Section 204.010(a)(6) of the Texas Property Code provides a property owners' association, acting through its board of directors may regulate "the use, maintenance, repair, replacement, modification and appearance of the subdivision; and

WHEREAS, pursuant to their power to do so, the Board of Directors desires to adopt certain rules and regulations governing the administration, management, operation and use of the Common Area and the Subdivision ("Rules and Regulations").

NOW, THEREFORE, BE IT RESOLVED the below Rules and Regulations are hereby adopted as follows:

## **RULES AND REGULATIONS**

### **1. Irrigation Responsibilities and Systems**

- 1.1 The "Owner's Common Area Responsibility" is defined by the installed sprinkler system as originally approved by the ARC and constructed for each residence.
- 1.2 Owners are responsible for maintaining portions of the Common Area which falls within the watering zone of the Owner's sprinkler system.
- 1.3 Owners are responsible for installing, maintaining and using an automatic irrigation system which irrigates:
  - 1.3.1 Property owned by the Owner,
  - 1.3.2 The Owner's Common Area Responsibility.
- 1.4 Owners shall not use manual irrigation/watering methods as the primary source for irrigation.
- 1.5 Owners should ensure the amount of watering, for the conditions, does not result in overwatering or under-watering of the flowerbeds or grass.

### **2. Landscaping**

- 2.1 Pots, planting boxes, etc. may be placed on front steps, walkways, patios and in the flower beds adjacent to the residence. These items may not be placed in the Owner's Area of Common Responsibility without Board approval. Placing these items at any location is at the Owner's risk. The Association accepts no liability for any of these items if any damage or destruction occurs as a result of any service providers' actions.
- 2.2 Vegetable gardens in the ground are not permitted. Vegetable plants grown in pots or planters must be emptied prior to December 1<sup>st</sup> of each year. Vegetable containers (i.e., pots and planters) should be located on rear patios, not the front entry/steps or walks.
- 2.3 Owners may not alter or add any landscaping improvements without the written approval of the Board.
- 2.4 Owners may not add trees, bushes, a landscaping island or flowerbeds, or change/alter the size of existing tree-wells, landscaping island, flowerbeds in the Owner's Common Area.
- 2.5 Owners may plant shrubs or bushes, annuals and perennials in existing beds adjacent to their residence without prior approval from the ARC.
- 2.6 The Owner's Common Area Responsibility shall include, but is not limited to:
  - 2.6.1 Watering, fertilizing, and pruning vegetation, replacing dead or dying plants and debris removal. Debris removal includes but is not limited to tree and shrub trimmings, dead plants, shrubs and

trees; these must be removed from view after maintenance until trash pick-up day.

- 2.6.2 Weed control in flowerbeds, and non-lawn areas must be, overall, free of weeds.
  - 2.6.3 Bushes and shrubs may not extend over paved areas, nor be higher than seven feet (7').
  - 2.6.4 Utility objects (i.e., ladders, yard equipment, etc.), must be stored in the garage when not in use. Watering hoses must be stored out of sight from the street.
  - 2.6.5 Ensure gutters are securely affixed and free of leaves and debris to permit flowing of water.
- 2.7 The Association is not responsible for trees of other species or varieties, bushes or shrubs planted by the Owner (current or previous) in the Owner's Common Area Responsibility. The trimming, shaping, grooming, pruning of these trees/shrubs is the responsibility of the Owner.

### **3. Parking**

- 3.1 Overnight parking in alcoves, private drives and motor courts is prohibited.
- 3.2 Short-term parking (approx. 3 hours) during daylight hours, involving guests, service providers/trades personnel, and deliveries is permitted in the motor court, provided, the other residents in the motor court may safely reverse from their residence garage.
- 3.3 For periods exceeding 3 hours during daylight hours and overnight parking; guests, service providers/trades personnel, and deliveries shall park on the street or in the off-street parking areas located throughout the Subdivision.
- 3.4 When parking on the street, park in the direction of traffic flow, within eighteen inches (18") of the curb.
- 3.5 No automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, in-operative vehicles; equipment or machinery of any kind, camp rigs off truck, boat rigging, or any item deemed offensive by the Board shall be stored permanently on any street, private drive, motor court or driveway.
  - 3.5.1 With prior Board approval a special exemption may be given, but limited to forty-eight (48) hours, in the case of preparation and unloading of recreational vehicles and trailers.
  - 3.5.2 Removal of the recreational vehicle or trailer for short periods of times, so as to avoid the intent of this provision, shall not affect the running of the time periods set out herein.
- 3.6 No vehicles without a current license plate or inoperable vehicles shall be located on any Lot, temporarily or permanently.

3.6.1 In addition to other remedies at law or through these parking rules or the applicable restrictive covenants, the Harris County Sheriff's department may be contacted to enforce procedures to remove abandoned and/or inoperable vehicles from the street and right-of-ways.

3.7 Any violation of these parking rules may subject the vehicle to being towed in accordance with the Texas Occupations Code.

**4. Speed Limit**

The speed limit in the Subdivision is fifteen miles per hour (15 mph).

**5. Domestic Pets**

5.1 A hygienic, safe and environmentally aesthetic neighborhood is maintained through pet owner adherence.

5.2 Dogs, cats or any other domestic animals may not be allowed to cause a nuisance or unreasonable annoyance to the community and other Owners.

5.3 No animals, livestock, swine, poultry, domestic or wild animals, nor plants or crops shall be raised on any Lot, residence, or any portion of the Property for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals, plants or produce for anything of value to the seller shall constitute a sale of the merchandise and there be prohibited under this provision.

5.4 A maximum of three (3) dogs, cats or other usual and common household pets may be permitted in or on a Lot or in a residence; provided however, the Association shall have the discretion to determine if a particular animal is permitted under this provision. The foregoing limitation on number of pets shall not apply to hamsters, fish, small birds or other constantly caged animals, nor shall it apply to require the removal of any litter board to a permitted pet prior to the time that the animals in such litter are three (3) months old.

5.5 No pets shall be kept, bred or maintained for any commercial purposes.

5.6 Leashes

5.6.1 Unleashed pets are restricted to the Owner's Lot.

5.6.2 No pets are permitted to roam free.

5.7 Pet owners shall promptly remove and properly dispose of any feces left by their pets. This applies to waste left by your pet in not only the Owner's Lot, but the Association's Property including but not limited to the Common Area (i.e., walkways, paths, streets and in the neighbor's yards). When walking your pet, be prepared for such occurrences and be equipped with a bag or some other means of feces removal.

## **6. General Appearance**

Residents shall make all reasonable attempts to keep their property in a neat, clean and well maintained appearance.

## **7. Trash Receptacles**

- 7.1 Trash cans/bags and recycling containers shall be placed outside at the entrance of the garage after 6:00 PM on the night before scheduled trash pickup.
- 7.2 Trash containers shall be placed in the garage by the end of day of trash pick-up.

## **8. Garage Doors**

- 8.1 Residents shall limit the time garage doors remain open.
- 8.2 Garage doors shall be opened for egress, when working in the yard or in the garage.
- 8.3 Garage doors being left open longer than twenty-four (24) hours is not permitted.

## **9. Ornamental items and Flags**

- 9.1 Ornamental items, no more than 32 inches in height, 50 inches in length and 20 inches in depth, may be placed on a patio without Board approval.
- 9.2 Ornamental items may be placed in the Owner's Common Area of Responsibility; i.e. entranceway, planting islands and flower beds surrounding the residence, with Board approval. The maintenance of these items is the Owner's responsibility.
- 9.3 Installation of flags on the residence or in the Owner's Common Areas of Responsibility requires Board approval.

## **10. Decorations**

Cultural, religious and public holidays: Decorations may be applied no sooner than thirty (30) days before the holiday, and must be removed within fourteen (14) days after the holiday. Artificial flowers and plants are only permitted during cultural, religious and public holidays.

## **11. Signs**

- 11.1 Only one (1) sign, no more than four (4) square feet in size, for the sale or lease of a residence is permissible and must be on a staked device in the front lawn.
- 11.2 Fence signage is limited to standard "Beware of Dog" signs and any notices required by law.

11.3 Political signage is limited to ninety (90) days before and ten (10) days after the election or vote. Signs can be no more than four feet by six feet (4'x6'), ground mounted, limited to displaying only one (1) sign for each candidate or ballot item. Board approval is required as certain additional limitations may apply.

**12. Owners Exterior Changes**

Any changes to the exterior of a residence or Lot must be pre-approved, in writing by the Board of Directors of the Association. (Refer to Article VI, Section 22 and Article IX, Section 5 of the Declaration). This includes but is not limited to: the addition of any structure; fence replacement or installation; painting of the residence exterior (including but not limited to stucco, brick or rock, house trim, garages, doors and fences); roof replacement; window replacement, patio (addition or renovation), or pool. As well as, any landscape modification and/or installation) in the Owner's Common Area of Responsibility.

These Rules and Regulations replace and supersede any previous rules and regulations, adopted by the Association.

I hereby certify that I am the Secretary of the Association and that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY WHICH WITNESS my hand on this 9<sup>th</sup> day of DECEMBER 2015.

CHAMPION FOREST TWELVE HOMEOWNERS ASSOCIATION, INC.

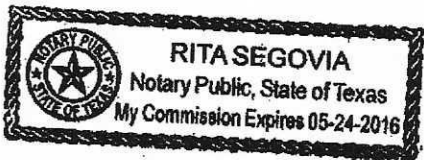
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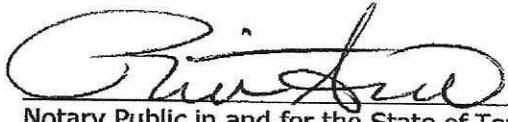
Printed: CARLOS P. KENDA

Its: Secretary

THE STATE OF TEXAS      §  
   §  
COUNTY OF Harris      §

This instrument was acknowledged before me on the 9<sup>th</sup> day of December, 2015, by Carlos P. Kenda, Secretary of Champion Forest Twelve Homeowners Association, Inc., for the consideration and in the capacities stated therein.



  
Notary Public in and for the State of Texas

ER 077-68-2111