

**SECOND AMENDMENT**  
*to*  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
*for*  
**CHAMPION FOREST, SECTION 12**

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Champion Forest, Section 12, filed of record on May 1, 1995 in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. R374368 ("Declaration"), imposed on the property described therein as 79 Lots in three Blocks in Champion Forest, Section 12 ("Property") all those certain covenants, conditions, restrictions, and easements set forth in the Declaration;

WHEREAS, the Declaration was amended pursuant to that Amendment to Declaration of Covenants, Conditions and Restrictions Champion Forest, Section 12, filed of record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. R538290 ("First Amendment");

WHEREAS, Article XI, Section 3 of the Declaration provides that after the initial term of twenty (20) years from the date of the Declaration, the Declaration may be amended by an instrument signed by the Owners of sixty percent (60%) of Lots, one Owner per Lot, within Champion Forest, Section 12;

WHEREAS, the Second Amendment to the Declaration ("Second Amendment") set forth below has been approved by the Owners of sixty percent (60%) of the Lots within Champion Forest, Section 12, as evidenced by the ballots attached hereto and incorporated herein for all purposes as Exhibit "A".

NOW, THEREFORE, the Declaration is amended as follows:

1. Article VI, Section 6, of the Declaration is amended and restated as follows:

Section 6. Prohibition of Certain Activities. No activity, whether for profit or not, may occur or continue on any Lot that is not related to single family residential purposes. No noxious or offensive activity of any sort will be permitted, nor may anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. No residence may be occupied by more than one single family.

By way of illustration, the following are examples of an approved single family:

EXAMPLE: Resident 1 and Resident 2 live in residence.

Additional approved residents are:

- a) children of Resident 1 and/or Resident 2;

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- b) no more than a total of two (2) parents of Resident 1 or Resident 2;
- c) one unrelated person; and
- d) one household employee

It is not the intent of this provision to exclude from a residence any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision will be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

2. Article VI of the Declaration is amended to add Section 22 to read as follows:

Section 22. Leasing. An Owner may lease his or her Lot and residence in Champion Forest, Section 12, but only for single family residential purposes. No residence may be occupied by more than one single family, as defined in Article III, Section 6 of this Declaration.

All leases must be in writing. The term "lease" means any type of agreement which provides the right to use and possess the Lot and residence to a person other than the Owner. An Owner is not permitted to lease a room or any portion less than the entirety of the Lot, the residence, and other improvements on the Lot. Notwithstanding any other language in the Declaration, short-term leasing is prohibited. As used herein, "short-term leasing" means any lease term that is less than six (6) consecutive months. Vacation rental by Owner ("VRBO"), boarding house, "Airbnb", "bed and breakfast", and similar uses are prohibited.

Each lease must state the name of each person eighteen (18) years of age or older who will occupy the residence. Each lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments of the subdivision [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute], and the Board of Directors, in its sole discretion, may require termination by the Owner and eviction of the tenant(s) in such event. Each lease must provide that the lessee is bound by and subject to all the obligations under this Declaration and the Governing Documents and a failure to comply will be a default under the lease. The Owner making such lease will not be relieved from any obligation to comply with the provisions of this Declaration.

No more than nine (9) of the Lots in Champion Forest, Section 12 may be leased at any one time. Champion Forest Twelve Homeowners Association, Inc. ("Association") must maintain a list of the current leases in effect. An Owner must produce a true and correct copy of each lease to the Association within ten (10) business days of the execution of a lease. The Owner may redact any sensitive personal information as defined in Texas Property Code Section 209.016 or its successor statute prior to providing the lease to the Association.

The Second Amendment set forth above is deemed to be a part of and will be interpreted in accordance with the Declaration. All capitalized terms used in this Second Amendment have the same meaning ascribed to them in the Declaration, unless otherwise provided.

All provisions of the Declaration not amended hereby are hereby ratified and confirmed in each and every particular, and will continue in full force and effect pursuant to the terms of the Declaration.

IN WITNESS WHEREOF, the Secretary of Champion Forest Section 12 hereby executes this Second Amendment confirming that it has been approved by the Owners of sixty percent (60%) of the Lots within Champion Forest Section 12, as evidenced by the ballots attached hereto and incorporated herein for all purposes as Exhibit "A" to be effective upon its filing of record in the Official Public Records of Real Property of Harris County, Texas.

DATED this 26 day of January, ~~2017~~ 2018 <sup>ad</sup>

CHAMPION FOREST TWELVE HOMEOWNERS ASSOCIATION, INC.

By: Audre Levy

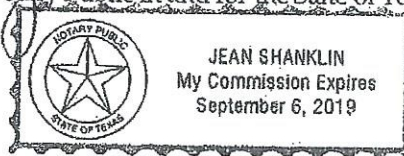
Printed: Audre Levy

Its: Secretary

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 26 day of Jan., ~~2017~~ <sup>2018</sup> personally appeared Audre Levy, Secretary of Champion Forest Twelve Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Jean Shanklin  
Notary Public in and for the State of Texas



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