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**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
CHAMPION WOODS ESTATES COMMERCIAL PROPERTY**

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THE STATE OF TEXAS  
COUNTY OF HARRIS

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§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

THIS DECLARATION is made on the date hereinafter set forth by J.M. LIGHTFOOT INTERESTS, INC., a Texas corporation (hereinafter called "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), and desires to adopt a uniform plan for the orderly development of the Property;

NOW THEREFORE, Declarant does hereby impose upon the Property, the following covenants, restrictions, charges, easements and liens (hereinafter collectively referred to as "Declaration"), which shall be covenants running with the land and shall be binding upon each and any purchaser, grantee, owner or lessee of any portion of the Property and upon the respective heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee, owner or lessee.

**ARTICLE I  
DEFINITIONS**

**SECTION 1.1** "APPROVED BUILDING PROJECT" shall mean and refer to the construction on a Building Site of any building permitted to be constructed thereon under the terms of and approved by the Committee in the manner herein required.

**SECTION 1.2** "ASSESSMENT(S)" shall mean and refer to those certain assessments levied against the Building Sites as set forth in Article III.

**SECTION 1.3** "ASSOCIATION" shall mean and refer to Community Association of Champion Woods Estates, a Texas non-profit corporation, its successors, and assigns.

**SECTION 1.4** "BOARD" shall mean and refer to the Board of Directors of the Association.

**SECTION 1.5** "BUILDING SITE(S)" shall mean and refer to (i) any portion of the Property which is described in, and fee simple title to which is conveyed by, any deed from Declarant (or any successor entity) to any person or entity other than Declarant (or any

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successor entity), and (ii) the remainder of the Property, less the Building Site(s) described in (i) above.

**SECTION 1.6** "COMMITTEE" shall mean and refer to the Architectural Review Committee established in accordance with Article IV hereof.

**SECTION 1.7** "DECLARANT" shall mean and refer to J.M. LIGHTFOOT INTERESTS, INC., a Texas corporation or any successors or assigns specifically designated as such in writing by J.M. LIGHTFOOT INTERESTS, INC., a Texas corporation.

**SECTION 1.8** "DECLARANT CONTROL PERIOD" shall mean and refer to that period of time during which Declarant controls the Property, which Declarant Control Period shall end when Declarant no longer owns a Building Site in the Property.

**SECTION 1.9** "DECLARATION" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements for Champion Woods Estates Commercial Property.

**SECTION 1.10** "DEVELOPMENT GUIDELINES" shall mean and refer to those guidelines, narrative and/or graphic, which may (but shall not be required) to be, Issued and amended by the Committee and/or Declarant from time to time, which describe the development objectives of the Property and the Declaration and contain certain guidelines which must be followed in connection with the development and maintenance of the Property.

**SECTION 1.11** "IMPROVEMENT OR IMPROVEMENTS" shall mean and refer to all structures or other improvements to a Building Site of any kind whatsoever, whether above or below grade, including, but not limited to, buildings, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, signs, site lighting, site grading and earth movement and any exterior additions, changes or alterations thereto.

**SECTION 1.12** "OWNER" shall mean and refer to the record owner (whether one or more persons or entities) of the fee simple title to a Building Site (whether one or more persons or entities) Property, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**SECTION 1.13** "PROPERTY" shall mean and refer to that certain property encumbered by the Declaration including all those areas of land (including specifically, but without limitation, all Building Sites) described in Exhibit "A" attached to this Declaration. References herein to the "Property" shall mean and refer to Property as defined in this Declaration.

**SECTION 1.14** "STREET" shall mean and refer to any public streets that abut the Property.

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**ARTICLE II**  
**EASEMENTS AND APPURTENANCES**

**SECTION 2.1**      **CHANGES AND ADDITIONS.** Declarant reserves the right, without the necessity of joinder of any Owner or other person or entity (and each and every Owner, by its acceptance of a Deed covering any portion of the Property, hereby grants to Declarant the right), to grant, dedicate, reserve or otherwise create, at anytime or from time to time, easements for public utility purposes (including, without limitation, gas, electricity, water, sanitary sewer, telephone and drainage) in favor of any person or entity furnishing or to furnish utility services to the Property.

**SECTION 2.2**      **INSTALLATION AND MAINTENANCE OF UTILITIES.** There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities located in public utility easements, including, but not limited to, water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service (and agents and contractors thereof) to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the public utility easements. Notwithstanding anything contained in this section, no sewer, electrical lines, water lines or other utilities or appurtenances thereto may be installed or relocated on the Property until approved in writing by Declarant. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements from time to time existing, and to trim overhanging trees, shrubs and other vegetation located on portions of the Property abutting such easements. No person or entity exercising the rights granted in this Section 2.2 shall exercise such right in a manner that would unreasonably interfere with the use of a Building Site by the Owner thereof.

**SECTION 2.3**      **EMERGENCY AND SERVICE VEHICLES.** An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, postal service vehicles and other service vehicles, and to the operators thereof, to enter upon the Property in the performance of their duties.

**ARTICLE III**  
**COVENANTS FOR ASSESSMENTS**

**SECTION 3.1**      **CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.** The Declarant, for each Building Site owned within the Property, hereby covenants, and each Owner of any Building Site by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

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- (a) Annual Assessments;
- (b) Special Assessments; and
- (c) Reimbursement Assessments.

The Annual, Special, and Reimbursement Assessments (the "Assessments"), together with interest, costs and reasonable attorney's fees, shall also be a charge on the land and shall be a continuing lien upon the property against which the Assessments are made. The Assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to his/her successors in title unless expressly assumed by them.

**SECTION 3.2**      **PURPOSE OF ANNUAL ASSESSMENTS.** Each Building Site in the Property is hereby subjected to an Annual Assessment for the purpose of contributing towards the Association's costs of: (i) mowing the detention pond that services the Property and the land under the jurisdiction of the Association; (ii) street lights in the vicinity of the Property; and (iii) maintenance of the Association's entry monument. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

**SECTION 3.3**      **MAXIMUM ANNUAL ASSESSMENT.** Until January 1 of the year immediately following the conveyance of the first Building Site to an Owner other than Declarant, the maximum Annual Assessment shall be \$.015 per square foot of land per year. From and after January 1 of the year immediately following the conveyance of the first Building Site to an Owner other than Declarant, the Annual Assessment will be increased or decreased each year in accordance with the percentage of increase or decrease in the amount of the Annual Assessment levied by the Association and paid by owners of Lots encumbered by that certain "Declaration of Covenants, Conditions, Restrictions and Easements for Champion Woods Estates" filed in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. 20060272354.

**SECTION 3.4**      **SPECIAL ASSESSMENTS.** In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment for such purposes that benefit the Property. Provided, however, any such Special Assessment must have the written assent of the Board and all the Owners of Building Sites.

**SECTION 3.5**      **RATE OF ASSESSMENT.** Both Annual and Special Assessments must be fixed at a uniform rate per square foot of land, based upon the following rates:

- a) Building Sites owned by Owners other than the Declarant shall be assessed one hundred percent (100%) of the Annual or Special Assessment levied by the Association; and
- b) the remainder of the Property owned by the Declarant shall not be assessed.

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**SECTION 3.6**      **DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENTS.** The Annual Assessments provided for herein shall commence as to all Building Sites on the first day of the month following the conveyance of a Building Site to an Owner by Declarant. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Building Site at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date will be January 1<sup>st</sup> of each year.

**SECTION 3.7**      **REIMBURSEMENT ASSESSMENTS.** The Declarant or Board of Directors, subject to the provisions in Section 5.12, may levy a Reimbursement Assessment against any Owner and Owner's Building Site if the failure of the Owner to comply with this Declaration, shall have resulted in the expenditure of funds in accordance with said Section 5.12.

**SECTION 3.8**      **ESTOPPEL CERTIFICATES.** The Association shall, upon demand and for a charge that is reasonable and customary in the property owners association industry, furnish a certificate signed by an officer of the Managing Agent of the Association setting forth whether the Assessments on a specified Building Site have been paid. A properly executed certificate of the Association as to the status of assessments on a Building Site is binding upon the Association as of the date of its issuance.

**SECTION 3.9**      **ATTRIBUTION OF PAYMENTS.** If any Owner's payment of an Assessment is less than the amount assessed and the payment does not specify whether it should be applied against an Annual Assessment, Special Assessment, or Reimbursement Assessment, the payment received by the Association from the Owner shall be credited in the following order of priority: (a) Reimbursement Assessment until the Reimbursement Assessment has been satisfied; (b) Special Assessment until the Special Assessment has been satisfied; and (c) Annual Assessment until the Annual Assessment has been satisfied. In each of the foregoing cases, payments received shall be credited first to interest, attorney's fees, and other costs of collection, and next to principal (Assessments) reduction, satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority.

**SECTION 3.10**      **EFFECT OF NONPAYMENT OF ASSESSMENTS.** Any Assessments not paid within thirty (30) days after the due date shall be delinquent and shall be subject to late charges, interest at the rate of eighteen percent (18%) per annum from the due date, and all costs of collection, including reasonable attorney's fees.

The Association may bring an action at law against the Owner personally obligated to pay same or foreclose the Association's lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale, and each Owner expressly grants to the Association

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a power of sale in connection with the non-judicial foreclosure of the Association's lien and the right to appoint trustees to exercise said power of sale. Non-judicial foreclosure shall be conducted by notice and posting of sale in accordance with the then applicable laws of the State of Texas; and the Board of Directors of the Association is expressly empowered hereby to designate a trustee in writing from time to time to post or cause to be posted any required notices and to conduct any such non-judicial foreclosure sale. The Association, acting on behalf of the Owners, shall have the power to bid on the Building Site at any foreclosure sale, and to acquire, hold, lease, mortgage, or convey the same.

**SECTION 3.11**      **NO OFFSETS.** The Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration or abandonment of the Owner's Building Site or from any action taken to comply with any law or any determination of the Board of Directors or for any other reason.

**SECTION 3.12**      **SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the Assessments provided for herein shall be subordinate to the liens of any mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be, and the assigns of any such mortgagee or beneficiary. Sale or transfer of any Building Site shall not affect the lien of the Assessment; however, the sale or transfer of any Building Site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of the Assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Building Site from liability for the Assessments thereafter becoming due or from the lien thereof.

**SECTION 3.13**      **NO MEMBERSHIP IN ASSOCIATION.** The Owner of the Property and/or a Building Site shall not be a member of the Association and the payment of the Assessments shall not entitle the Owner to any of the benefits of the membership in the Association, including voting or use rights.

#### ARTICLE IV

#### ARCHITECTURAL REVIEW COMMITTEE

**SECTION 4.1**      **APPROVAL OF PLANS.** All construction, landscaping and development in the Property shall be subject to the approval of the Committee that shall be formed and constituted as provided in Section 4.2. No Improvements shall be commenced, erected, constructed, placed or altered upon the Property, nor shall any exterior addition to or change or alteration therein be made (excluding routine maintenance without any exterior change to existing Improvements) without the prior approval of the Committee of the plans therefor.



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The Committee is hereby authorized to promulgate Development Guidelines to assist and guide in the development of the Property. An Owner should contact the Committee prior to beginning the design of any Improvements or any work whatsoever on a Building Site. In the case of conflict between the terms and provisions of the Development Guidelines, if any, and this Declaration, the terms and provisions of this Declaration shall control.

The mechanics of the submission of plans to the Committee, including type of plans (site plans, preliminary plans, final plans, landscaping plans and other plans) will be set forth in the Development Guidelines. The Committee shall grant approvals under this Article IV if the plans do not violate any provision of this Declaration or the Development Guidelines.

**SECTION 4.2**      **DECISION OF COMMITTEE**. The decision of the Committee shall be made within thirty (30) days after receipt by the Committee of all materials required by the Committee. The decision shall be in writing and, if the decision is not to approve a proposed improvement, the reasons therefor shall be stated. The decision of the Committee promptly shall be transmitted to the applicant at the address furnished by the applicant to the Committee. Any request for approval of a proposed Improvement to Property shall be deemed approved by the Committee, unless disapproval or a request for additional information or materials is transmitted to the applicant by the Committee within thirty (30) days after the date of receipt by the Committee of all required materials, provided, however, that no such deemed approval shall ever operate to permit any applicant to construct or maintain any improvement that violates any provision of this Declaration or the Commercial Development Guidelines, the Committee at all times retaining the right to object to any Improvement that violates any provision of this Declaration or the Commercial Development Guidelines.

**SECTION 4.3**      **COMMITTEE MEMBERSHIP**. John Lightfoot, Karen Lightfoot and Joe Craigen shall serve as the Committee until the Declarant Control Period has ended, with any vacancies being filled by members appointed by the Declarant. Thereafter, the Committee shall be composed of two (2) members appointed by the Board and one (1) member appointed by the Owners of Building Sites.

**SECTION 4.4**      **VARIANCES**. The Committee is granted the authority, in its discretion, to permit, consent to or approve a variance from the provisions of Sections 5.3 through 5.7 inclusive and Section 5.9 of this Declaration ("Permitted Variances"). Permitted Variances are the only variances from the Declaration that are allowed. The Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variance requested), as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, the Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Building Site relative to which such variance has been requested, describing the applicable

covenant(s) and the particular variance, requested, expressing the decision of the Committee to permit the variance, describing (when applicable) the conditions (which may be affirmative and/or negative in nature) on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the nature of the proposed use which has been approved, or the fence location approved) and signed by a majority of the then members of the Committee. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Committee; or (b) failure by the Committee to respond to the request for variance within sixty (60) days following its submission. In the event the Committee or any successor to the authority thereof shall not then be functioning, no variances from the specific requirements or effects of the covenants of this Declaration shall be permitted, it being the intention of Declarant that no such variances shall be available except in the discretion of the Committee.

**SECTION 4.5      ESTOPPEL CERTIFICATE.** The Committee shall upon the written request of any Owner certify whether the plans and specifications for the Improvements situated on the Building Site owned by such Owner have been approved as provided in Section 4.1 and/or whether the intended use of such Building Site certified by such Owner in such written request complies with the uses permitted in Article V or has otherwise been approved by the Committee as not being incompatible with the uses permitted by Article V.

**SECTION 4.6      LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING PROVIDED IN THIS DECLARATION TO THE CONTRARY, NEITHER THE DECLARANT, THE COMMITTEE, THE ASSOCIATION, NOR ANY AGENT, EMPLOYEE, REPRESENTATIVE, MEMBER, SHAREHOLDER, PARTNER, OFFICER OR DIRECTOR THEREOF, SHALL HAVE ANY LIABILITY OF ANY NATURE WHATSOEVER FOR ANY DAMAGE, LOSS OR PREJUDICE SUFFERED, CLAIMED, PAID OR INCURRED INCLUDING CLAIMS BASED UPON THEIR SOLE OR CONTRIBUTORY NEGLIGENCE BY ANY PERSON ON ACCOUNT OF (A) ANY DEFECTS IN ANY PLANS AND SPECIFICATIONS SUBMITTED, REVIEWED, OR APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE IV, (B) ANY DEFECTS, STRUCTURAL OR OTHERWISE, IN ANY WORK DONE ACCORDING TO SUCH PLANS AND SPECIFICATIONS, (C) THE FAILURE TO APPROVE OR THE DISAPPROVAL OF ANY PLANS, DRAWINGS, SPECIFICATIONS OR OTHER DATA SUBMITTED BY AN OWNER OR OCCUPANT OF AN IMPROVEMENT FOR APPROVAL PURSUANT TO THE PROVISIONS OF THIS ARTICLE IV, (D) THE CONSTRUCTION INSPECTION OR PERFORMANCE OF ANY WORK RELATED TO SUCH PLANS, DRAWINGS AND SPECIFICATIONS, (E) BODILY INJURIES (INCLUDING DEATH) TO ANY PERSON OR OTHER DAMAGE TO ANY IMPROVEMENTS OR THE PERSONAL PROPERTY OF ANY PERSON, WHICH MAY BE CAUSED BY, OR ARISE AS A RESULT OF, ANY DEFECT, STRUCTURAL OR OTHERWISE, IN ANY IMPROVEMENTS OR THE PLANS AND

SPECIFICATIONS THEREOF OR ANY PAST, PRESENT OR FUTURE SOIL AND/OR SUBSURFACE CONDITIONS, KNOWN OR UNKNOWN AND (F) ANY OTHER LOSS, CLAIM, DAMAGE, LIABILITY OR EXPENSE, INCLUDING COURT COSTS AND ATTORNEY'S FEES SUFFERED, PAID OR INCURRED BY ANY PERSON ARISING OUT OF OR IN CONNECTION WITH THE USE AND OCCUPANCY OF ANY BUILDING SITE, OR ANY IMPROVEMENTS SITUATED THEREON.

#### ARTICLE V

#### BUILDING USE AND CONSTRUCTION STANDARDS AND RESTRICTIONS

**SECTION 5.1 PERMITTED USES.** All of the Building Sites shall be used solely for office, office park, retail shopping centers, theaters, restaurants, daycare and childcare facilities approved recreational uses and such other uses as the Committee may determine, in its sole discretion, in writing, to be permitted uses which shall not be incompatible with the foregoing uses; and the restrictions and covenants herein contained and restrictions and covenants which may be contained in any deed from Declarant. Specific Building Sites may be designated for and limited to one or more of the above permitted uses exclusively, which uses shall be set forth in the deed or designation from the Declarant; provided, however, in the absence of specific restrictions to the contrary, written approval of the Committee of a particular permitted use shall be conclusive evidence of compliance with the intent of this Declaration as to the use of the portion of the Property expressly made the subject of such approval. In the event that any Owner of a Building Site should desire to use any adjoining property not owned by that Owner for temporary construction purposes (i.e. including but not limited to fill dirt, construction sites, open cuts, or similar activities) such Owner shall be required to first obtain Declarant's prior written consent.

**SECTION 5.2 DEVELOPMENT GUIDELINES.** Construction, remodeling or alteration of any building or other structure within the Property shall meet the standards, set forth in the Development Guidelines, if any, and this Declaration.

**SECTION 5.3 BUILDING HEIGHT AND SETBACKS.** Improvements may not exceed forty-five feet (45') above the level of the Streets. Minimum building setbacks shall be: (i) fifty feet (50') from Stuebner-Airline Road; (ii) forty feet (40') from Mintwood Lane and Chagall Lane, and (iii) ten feet (10') from any other Building Site. Should two (2) or more adjoining Building Sites be owned by the same or substantially the same Owner or Owners, said Owner or Owners shall be permitted to erect a structure across the Building Site lines common to the sites owned by said Owner or group of Owners, and such construction shall not be considered to be in violation of any applicable side or rear setback restrictions created herein or by or pursuant to the authority granted to Declarant and the Committee in this Declaration, so long as

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such Improvements or structures are determined to consist of one Approved Building Project, which determination shall be made in the sole good faith discretion of the Committee. Except in an instance where such express approval in writing is actually granted by the Committee, the discretionary power granted to the Committee in the immediately preceding sentence shall in no way affect or change the setback lines hereinabove set forth or as imposed or established by Declarant or the Committee as hereinabove provided and these setback lines shall continue to apply to any Building Sites or a group of Building Sites under the same or substantially the same ownership.

**SECTION 5.4**      **PARKING.** Each Owner shall at all times devote a sufficient portion of the Building Site to providing paved, off Street parking facilities adequate for the use(s) to which the Building Site is put and the number and type of parking spaces and the, location thereof within the Building Site shall be approved by the Committee prior to the construction of any Improvements on the Building Site.

The Committee shall have the right during its review of construction plans to relax parking ratios on Building Sites where necessary or desirable to accomplish a more effective and compatible land utilization. No use shall ever be permitted of any Building Site nor shall any building be constructed thereon which requires, or shall be reasonably expected to require or attract, parking in excess of the capacity of the paved, off Street facility or facilities maintained upon said Building Site. The determination of whether or not an Owner is providing adequate off Street parking facilities shall be in the sole good faith discretion of the Committee, and no parking shall be permitted upon any of the dedicated Streets adjacent to the Property or any place other than the paved parking areas provided in accordance with this Section 5.4. All on-site parking areas shall be concrete, curbed and drained, as approved in writing by the Committee, and shall be properly maintained in a condition satisfactory to the Committee.

**SECTION 5.5**      **LANDSCAPING.** Each Owner of a Building Site shall be responsible, at Owner's sole cost and expense, for the landscaping (including without limitation the planting of lawns, shrubs, decorative plantings, trees and plants) and construction of any automatic underground sprinkler system pursuant to an overall landscaping plan for the Building Site approved by the Committee.

All open, unpaved space, including, but not limited to, front, side and rear building setback areas, shall be planted, landscaped, and maintained by the Owner in accordance with a landscaping plan approved as provided in Article IV. The landscaping plan shall include and provide: (i) drawings and specifications with respect to lawns, shrubs, decorative plantings, trees and plants and the size and location thereof; (ii) an automatic lawn sprinkler system; (iii) the screening of all storage, loading and unloading areas; (iv) the lighting of buildings and motor vehicle parking areas and all other areas where lighting is to be used; and (v) all other matters reasonably requested for inclusion in such landscaping plan by the Committee.

The work required by the landscaping plan must be completed within thirty (30) days following the occupancy or completion of any building on a Building Site, whichever occurs first. This thirty (30) day period may be extended in writing by the Committee, acting in its sole good faith, discretion, in the event of delays caused by adverse weather conditions or other conditions beyond the reasonable control of the Owner requesting such extension.

**SECTION 5.6                      SCREENING AND BUILDING SITE APPEARANCE.**

- (a) **Refuse Screening and Disposal.** All rubbish, trash, garbage, debris and other wastes (including paper), all loading docks and garbage collection facilities, and all other articles, goods, materials, incinerators, trash bins, storage tanks or like equipment open or exposed to public view or to a view from adjacent buildings, shall be stored at the side or rear of the improvements with which same are associated and shall be screened from view in a manner approved in writing by the Committee. Once the written approval of the Committee has been so obtained, such screening must be maintained in a sound and sightly condition for so long as screening shall be required under the terms hereof. No oil, gasoline or other flammable liquid shall be stored upon any Building Site or any part thereof, unless it complies with all applicable federal, state or local laws or regulations and is approved by the Committee.
- (b) **Mechanical Equipment.** All mechanical equipment such as power transformers and air conditioning equipment, shall be ground-mounted and shall be screened from public view by fencing or landscaping, all of which must be approved in writing by the Committee, unless the Committee shall expressly consent in writing to such equipment being roof-mounted whereupon the equipment shall be screened from view of adjacent streets and buildings with material compatible with the building architecture or by use of a parapet wall.
- (c) **Grading and Drainage.** Surface drainage shall be collected on-site and connected to underground storm drain structures or as otherwise approved in writing by the Committee. Care shall be taken not to cause damage to adjacent properties during construction or after completion of the improvements on any Building Site. Grading of the construction sites shall be done to the maximum practicable extent without damaging existing trees.
- (d) **Underground Utilities.** No pipe, conduit, cable, or line for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed or maintained outside of any building above the surface of the ground within any Building Site, unless otherwise approved in writing by the Committee.

**SECTION 5.7                      SIGNS AND EXTERIOR ILLUMINATION.** All temporary and permanent signs and graphics shall be of a size and nature so as to preserve the quality and

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atmosphere of the Property, and the design, material, location and placement of all signs shall be approved as such in writing by the Committee prior to the erection of such signs. Further, all temporary signs must comply, in the sole judgment of the Committee, with the standards and criteria therefore promulgated by the Committee from time to time. No sign, either temporary or permanent, placed upon any portion of the Property, shall contain or utilize any flashing, blinking, intermittent or moving light, nor shall any such sign create or attempt to create or simulate the effect of any such illumination by mechanical or other means. Except as may be approved in writing by the Committee, no sign shall be painted on any building wall or placed on any building so as to extend above the top of the roof or parapet wall, whichever is higher. In addition, no sign may be erected in the Property that advertises any business or property not located within the Property.

Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets or Building Sites. All ground level floodlighting fixtures shall be depressed or screened from public view in a manner approved in writing by the Committee. Parking area lighting units, arcade lighting and other illumination of a "Pedestrian Scale" shall be in a style approved in writing by the Committee.

**SECTION 5.8**                      **NUISANCES AND PROHIBITED USES.** No illegal, noxious or offensive activity of any kind shall be conducted on any portion of the Property, and the Committee shall have the exclusive and final determination as to what activity constitutes a noxious or offensive activity. No use shall be permitted which is offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise or pollution, or that is hazardous by reason of excessive danger of fire or explosion or any use that may cause or produce a nuisance as to any other portion of the Property. Without limitation of the generality of the foregoing, no portion of the Property shall ever be used or utilized as the site for an airport, trailer court, junk yard, scrap metal yard or waste material business, any dumping disposal, incineration or reduction of garbage or refuse, and any fire or bankruptcy sale or auction house operation.

In addition to the foregoing, and without limiting the generality thereof, the following operations and uses shall not be permitted on any portion of the Property:

- (a) dance hall;
- (b) bar, tavern, nightclub or cocktail lounge [excepting a bar or cocktail lounge shall be permitted in a restaurant which provides seating for substantially all of its customers and the gross revenues from the sale of alcoholic beverages from any such restaurant do not exceed forty percent (40%) of the gross revenues from all sources for such restaurant. The occupant of such restaurant shall provide to Declarant or Committee within thirty (30) days after the written request of

- Declarant or Committee an annual written statement of gross revenues with the annual revenues attributable to the sale of alcoholic beverages segregated;
- (c) tattoo parlor;
  - (d) a "smoke and take" store or similar business which sells merchandise commonly recognized as drug paraphernalia;
  - (e) dry-cleaning establishment with on-site processing;
  - (f) pool or billiard parlor;
  - (g) cemetery;
  - (h) arcade or game room (provided, however, a restaurant or other facility not otherwise prohibited hereunder in which electronic games are incidental to its primary use shall not be deemed to violate this prohibition);
  - (i) any type of convenience store;
  - (j) any type of automotive repair and sales including but not limited to mechanical, tire sales, mufflers, new or used cars, etc.;
  - (k) gasoline station, or any type of wholesale or retail gasoline sales;
  - (l) refining or storage of petroleum or of its products; smelting of iron, tin, zinc, or other ores; drilling for and/or removal of oil, gas, or other hydrocarbon substances;
  - (m) any trailer court, mobile home park, lot for sale of used motor vehicles, labor camp, junk yard, stock yard, or animal raising (other than pet shops and veterinarian clinics or veterinarian hospitals, provided such facilities otherwise comply with the provisions hereof);
  - (n) any dumping, disposal, incineration, or reduction of garbage or refuse other than handling or reducing such waste if produced on the premises from otherwise authorized uses and, in such latter event, only if handled in a reasonably clean and sanitary manner;
  - (o) the dissemination or exhibition of sexually obscene materials, as the term "obscene" is defined by the highest court of competent jurisdiction over the City of Houston, Texas; ~~any establishment featuring live topless, bottomless, or totally nude performances or featuring live nude or partially nude persons performing or simulating sexual acts; or any establishment which regularly shows, sells, rents, or otherwise disseminates pornography (whether written, visual, live or otherwise), as the term "pornography" is defined by the highest court of competent jurisdiction over the City of Houston, Texas;~~
  - (p) industrial use; the treatment or processing of raw products in factories; the processing and converting of raw, unfinished, or finished materials or products, or any of these into an article or substance of different character, or for use for a

- different character, or for use for a different purpose; industries furnishing labor in the case of manufacturing or the refinishing of manufactured articles; any use for which a trucking operation (requiring or resulting in the parking or maintenance of trucks is conducted;
- (q) manufacturing use; use of the Property as the site of a building or group of buildings designed and/or operated for the primary purpose of manufacturing;
  - (r) any carnival or similar outdoor activity;
  - (s) any use which involves any unusual firing, explosives, or other dangerous or damaging hazards (including the storage, display, or sale of explosives or fireworks);
  - (t) any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation;
  - (u) any type of "flea market" or "tent" sale;
  - (v) any sexually-oriented massage parlor, tanning salon, lingerie or nude modeling studio or establishment or any other type of establishment where men and/or women are engaged in other salacious activities; or
  - (w) any "second hand" store or Army, Navy, or governmental type "surplus store", except resale shops which merchandise and sell used products in a first class fashion; provided, however, that no goods or products may be sold or stored outside the Building.

**SECTION 5.9**      **TEMPORARY STRUCTURES.** No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Building Site without the prior written approval of the Committee. All temporary structures used for construction purposes must receive approval by the Committee with regard to location and appearances, and must be removed promptly upon completion of construction and that portion of the Building Site from which same are removed, restored to its original condition or to such condition as is otherwise required by this Declaration.

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**SECTION 5.10**      **MAINTENANCE OF BUILDING SITES AND IMPROVEMENTS.**

- (a) Each Owner shall have the duty of and responsibility for keeping the part, of the Property or Building Site owned by such party, and any buildings and other structures, parking areas, appurtenances and landscaping relating to such Building Site, in a well-maintained, safe, clean and attractive condition (ordinary wear and tear excepted unless such ordinary wear and tear renders the Property or Building Site unsafe or unclean) at all times, consistent with their original intended appearance. The aforesaid maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of



all buildings and other Improvements; the prompt removal of all paper, debris, refuse and dead and diseased trees and plantings from all areas of the Property or Building Site; the repair, replacement, cleaning and revamping and replacing of all landscaping; and, during construction of Improvements on the Property or Building Site, consistent cleaning or proper disposal of dirt, construction debris and other construction related refuse from streets and storm drains and inlets.

- (b) If any Improvement is damaged or destroyed, the Owner of the Building Site on which such Improvement is located shall diligently proceed to restore such Improvement to the condition it existed prior to such damage or destruction or, in the alternative, raze and remove such Improvement and either landscape such Building Site in a manner such that same is at least covered with grass which shall be kept well maintained and kept weed free or install a one-inch (1") asphalt dust cap on such parcel and keep same well maintained.

**SECTION 5.11 OIL, GAS AND MINERAL OPERATIONS.** No oil or gas exploration, drilling or development operations, oil or gas refining, quarrying, or mining operations of any kind shall be permitted upon or within any portion of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within any portion of the Property. No derrick, or other structures designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property.

**SECTION 5.12 RIGHT OF ASSOCIATION TO PERFORM WORK.** In the event of default on the part of any Owner in observing any of the requirements set out in Sections 5.1 through 5.12 the Declarant during the Declarant Control Period or the Board or their agents shall have the right to enter upon such Owner's Building Site, without liability to such Owner (or any tenant, invitee, customer or licensee of Owner) for trespass or otherwise, and cause to be done any work or any other act necessary to secure compliance with this Declaration and may charge such Owner for the cost of any such work or act as a Reimbursement Assessment. As a condition precedent to exercising the rights given to the Association under this Section 5.12, the Declarant or Board shall give the Owner written notice by certified mail specifying with particularity the nature of the work or act which the Declarant or Board considers necessary and such Owner shall have a period of thirty (30) days after such written notice is mailed within which to commence such work or act. If such Owner timely commences such work or act and prosecutes same with due diligence upon completion, the Declarant or Board shall not have any right to enter upon such Owner's property for purposes of performing the same. The cost of any such work or act performed by the Declarant or Board shall be assessed against such Owner and Owner's property as a Reimbursement Assessment. Each Owner shall be deemed to have

agreed to pay for any such work or act performed by the Declarant or Board within thirty (30) days after receipt of a statement covering such work.

**ARTICLE VI**  
**GENERAL PROVISIONS**

**SECTION 6.1**      **DURATION AND AMENDMENT.** The terms and conditions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant, the Committee or the Owner or Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending twenty-five (25) years from such effective date. Upon the expiration of such initial term, such Declaration shall be automatically extended for successive periods of ten (10) years. The provisions of this Declaration may be amended or terminated at anytime by an instrument signed by the then Owners of a majority of the Property, which instrument must be properly filed of record in the Official Public Records of Real Property of Harris County, Texas. Provided, however, (i) during the Declarant's Control Period any amendment of this Declaration must be approved by the Declarant; and (ii) after the Declarant Control Period any amendment must be approved by the Board.

**SECTION 6.2**      **AMENDMENTS BY DECLARANT.** Declarant 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 any instrument in writing duly signed, acknowledged and filed of record in the Official Public Records of Real Property of Harris County, Texas 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 of development for the Property as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or Owner's mortgagees.

**SECTION 6.3**      **ENFORCEMENT.** The Association, the Declarant, the Committee or any Owner (at such Owner's expense) shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments and all other provisions set out in this Declaration; provided however, failure or refusal of the Association, any Owner or the Declarant to take any action upon a breach of the Declaration herein provided for shall not render such party liable in any manner for such failure or refusal. Failure or refusal of the Association, any Owner or the Declarant to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

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**SECTION 6.4**      **ANNEXATION.** DURING THE DECLARANT CONTROL PERIOD, ADDITIONAL COMMERCIAL PROPERTY MAY BE ANNEXED TO THE PROPERTY WITH CONSENT OF THE DECLARANT BY VIRTUE OF DECLARANT FILING OF RECORD A SUPPLEMENTAL DECLARATION FOR THE PROPERTY TO BE ANNEXED. AFTER THE DECLARANT'S CONTROL PERIOD, ADDITIONAL COMMERCIAL PROPERTY MAY BE ANNEXED INTO THE PROPERTY WITH THE WRITTEN APPROVAL OF THE OWNERS OF A MAJORITY OF THE PROPERTY.

**SECTION 6.5**      **ADDITIONAL RESTRICTIONS.** Declarant may make additional restrictions applicable to any Building Site by appropriate provision in the deed conveying such Building Site to the Owner, without otherwise modifying the general plan set forth herein, and any such other restrictions shall inure to the benefit of and be binding upon the parties to such deed in the same manner as if set forth at length herein.

**SECTION 6.6**      **INTERPRETATION.** If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

**SECTION 6.7**      **OMISSIONS.** If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

**SECTION 6.8**      **NOTICES.** Any notice required to be sent to any Owner or the Declarant under the provisions of this Declaration shall be deemed to have been properly sent certified mail, return receipt requested, to the last known address of the person at the time of such mailing.

**SECTION 6.9**      **GRAMMAR.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

**SECTION 6.10**      **SEVERABILITY.** Invalidation of anyone or more of the covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in full force and effect.

**SECTION 6.11**      **CONSTRUCTION.** This Declaration shall be construed in accordance with the laws of the State of Texas.

**SECTION 6.12**      **SAFETY AND SECURITY IN PROPERTY.** NEITHER THE DECLARANT, NOR THE ASSOCIATION, THEIR DIRECTORS, OFFICERS, MANAGERS,

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EMPLOYEES, AND ATTORNEYS, ("ASSOCIATION AND RELATED PARTIES") SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SAFETY OR SECURITY WITHIN THE PROPERTY. THE ASSOCIATION AND RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY OWNERS, LESSEE AND OCCUPANTS OF ALL BUILDING SITES, ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. OWNERS, LESSEES, AND OCCUPANTS OF BUILDING SITES ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT INSURERS AND THAT EACH OWNER, LESSEE AND OCCUPANT OF ANY BUILDING SITE AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS AND TO THE CONTENTS OF THEIR IMPROVEMENTS AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

*[The remainder of this page was intentionally left blank.]*

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective, this  
the 15<sup>TH</sup> day of APRIL, 2010.

J.M. LIGHTFOOT INTERESTS, INC.,  
a Texas corporation

10R

By:

John M. Lightfoot  
John M. Lightfoot, President

THE STATE OF TEXAS

COUNTY OF HARRIS

§  
§  
§  
§

BEFORE ME, the undersigned notary public, on this 15<sup>th</sup> day of April, 2010  
personally appeared John M. Lightfoot, President of J.M. Lightfoot Interests, Inc., a Texas  
corporation, known to me to be the person whose name is subscribed to the foregoing  
instrument, and acknowledged to me that he executed the same for the purpose and in the  
capacity therein expressed.

Kerry L. Wakefield  
Notary Public in and for the State of Texas



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**CONSENT OF LIENHOLDER**  
to  
**"DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**  
for  
**CHAMPIONS WOODS ESTATES COMMERCIAL PROPERTY"**

The undersigned, Brenham National Bank being a lienholder against Champion Woods Estates Commercial Property, does hereby consent and agree to the foregoing "Declaration of Covenants, Conditions, Restrictions and Easements for Champion Woods Estates Commercial Property" to which this instrument is attached (the "Declaration"). Brenham National Bank executes this consent on behalf of itself for all recorded liens it holds against the Champion Woods Estates Commercial Property as defined in Exhibit "A" to the Declaration.

**BRENHAM NATIONAL BANK**

April 12, 2010  
Date

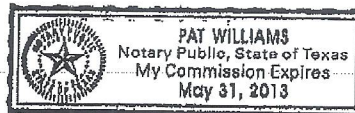
By: Michael Rudolph  
Print Name: Michael Rudolph  
Title: Sr. Vice President

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§

BEFORE ME, the undersigned notary public, on this 12 day of April, 2010 personally appeared Michael Rudolph, Sr. Vice President of Brenham National Bank, 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.

Pat Williams  
Notary Public in and for the State of Texas



Return to:  
Butler | Halley  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024

175118

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STATE OF TEXAS §

COUNTY OF HARRIS §

(2)  
1EE

1. Restricted Reserve "C" of Champion Woods Estates, Section One, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 605233 of the Map Records of Harris County, Texas.

1EE

2. A METES & BOUNDS description of a certain 6.8884 acre tract of land located in the John House Survey, Abstract No. 314, Harris County, Texas, being a portion of a called 72.57 acre tract conveyed to J.M. Lightfoot Interest Inc. by General Warranty Deed as recorded under Clerk's File No. Y501723 of the Harris County Official Public Records of Real Property, said 6.8884 acre tract being more particularly described as follows with all bearings based on being based on Texas State Plane Coordinate System, South Central Zone 4204, (NAD 83);

**BEGINNING** at a 3/4-inch iron rod found (with cap stamped "Cotton Surveying") marking the a north corner of said Champion Woods Estates, Section 1 as recorded under Film Code No. 605233 of the Harris County Map Records and in the northeast right of way of Chagall Lane (called 60 feet wide) and in the southeast line of Memorial Northwest, Section 19 as recorded under Volume 341, Page 66 of the Harris County Map Records;

THENCE, North 55°43'08" East, 361.53 feet along the southwest line of said Memorial Northwest, Section 19 to a 5/8-inch iron rod found for angle point;

THENCE, North 55°49'06" East, passing a 1/2-inch iron rod found at a distance of 100.24 feet, continuing for a total distance of 400.43 feet along the southwest line of said Memorial Northwest, Section 19 and Memorial Northwest Commercial Subdivision, Restricted Reserve "E", as recorded under Film Code No. 424038 of the Harris County Map Records to a 5/8-inch iron rod found on the southwest right-of-way of Stuebner Airline Road (called 100 feet wide);

THENCE, South 40°06'29" East , 256.47 feet along said southwest right-of-way of Stuebner Airline Road to a 3/4-inch iron rod found (with cap stamped "Cotton Surveying") at the north cutback of the intersection of said Stuebner Airline Road and Mintwood Lane (width varies);

THENCE, along the north right-of-way of said Mintwood Lane the following seven (7) courses and distances:

1. In a southwest direction, along the arc of a curve to the right having a radius 25.00 feet, a central angle of 95°39'33", an arc length of 41.74 feet and a chord bearing South 07°43'17" West, 37.06 feet to a 3/4-inch iron rod found (with cap stamped "Cotton Surveying");

2. South 55°33'04" West, 100.85 feet to a 3/4-inch iron rod found (with cap stamped "Cotton Surveying"), beginning a curve to the left;

3. In a southwest direction, along the arc of said curve to the left having a radius 288.18 feet, a central angle of 23°10'23", an arc length of 116.56 feet and a chord bearing South

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43°57'52" West, 115.76 feet to a 3/4-inch iron rod found (with cap stamped "Cotton Surveying");

4. South 32°22'41" West, 263.66 feet to a 3/4-inch iron rod found (with cap stamped "Cotton Surveying"), beginning a curve to the right;

5. In a southwest direction, along the arc of said curve to the right having a radius 352.04 feet, a central angle of 20°18'30", an arc length of 124.57 feet and a chord bearing South 42°30'56" West, 123.93 feet to a 3/4-inch iron rod found (with cap stamped "Cotton Surveying");

6. South 55°46'58" West, 181.89 feet to a 3/4-inch iron rod found (with cap stamped "Cotton Surveying"), beginning a curve to the right;

7. In a southwest direction, along the arc of said curve to the right having a radius 570.00 feet, a central angle of 07°38'18", an arc length of 75.99 feet and a chord bearing South 59°36'07" West, 75.93 feet to a 3/4-inch iron rod found (with cap stamped "Cotton Surveying"), beginning a compound curve to the right, being the northeast cutback of the intersection of said Mintwood Lane and said Chagall Lane;

THENCE, in a northwest direction, along the arc of said compound curve to the right having a radius 25.00 feet, a central angle of 105°41'24", an arc length of 46.12 feet and a chord bearing North 63°44'02" West, 39.85 feet to a 3/4-inch iron rod found (with cap stamped "Cotton Surveying");

THENCE, along the east right-of-way of said Chagall Lane the following three (3) courses and distances:

1. North 10°53'20" West, 88.70 feet to a 3/4-inch iron rod found (with cap stamped "Cotton Surveying"), beginning a curve to the left;

2. In a northwest direction, along the arc of said curve to the left having a radius 680.00 feet, a central angle of 23°33'36", an arc length of 279.62 feet and a chord bearing North 22°40'08" West, 277.65 feet to a 3/4-inch iron rod found (with cap stamped "Cotton Surveying");

3. North 34°26'56" West, 46.60 feet to the **POINT OF BEGINNING, CONTAINING** 6.8884 acres of land in Harris County, Texas, as shown on Drawing No. 1291 in the offices of Cotton Surveying Company, The Woodlands, Texas.





J.M. LIGHTFOOT INTERESTS, INC.

April 15, 2010

G2169 Properties, LLC  
9035 Edenbridge  
Spring, TX 77379-3827

RE: Architectural Approval of Plans  
Champion Woods Estates Commercial Property

Ladies and Gentlemen:

The Architectural Review Committee ("ARC") of Champion Woods Estates Commercial Property has reviewed plans submitted by Diamond Development Construction Group for the construction of an office building on a 2.23 acre parcel of land located at the northeast corner of the intersection of Chagall Lane and Mintwood Lane, Harris County, Texas. The ARC finds the proposed plans to be acceptable and hereby gives specific approval to proceed with construction, subject to the following additional comments:

1. The trash container shall be located within an enclosed structure whose walls are of sufficient height to conceal the container, and the enclosure shall be equipped with gates that are to remain closed at all times other than trash pickup. The enclosure and container shall be located appurtenant to a parking area facing Chagall Lane, and shall be constructed of materials complimentary to those used in the construction of the building; i.e., matching brick if applicable.
2. Roof mounted condensing units for the HVAC system are hereby approved, provided they are shielded by a parapet wall of appropriate height and matching material as the roof.
3. The ARC reserves the right to review the color scheme for all exterior materials, to include any brick, stone, stucco and metal roofing. These colors may be submitted at a later date once all selections have been made final.

We look forward to the successful completion of your project.

Sincerely,

John M. Lightfoot, President  
Declarant, Champion Woods Estates  
Chairman, Architectural Review Committee

JML PROPERTIES • REAL ESTATE INVESTMENTS • DEVELOPMENT

P.O. Box 11429, Spring, TX 77391  
Telephone: 281-880-8820 • Fax: 281-880-8856

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04/19/2010 12:31:58 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
BEVERLY KAUFMAN  
COUNTY CLERK  
Fees 116.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Beverly Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS