

**AMENDED RESTRICTIONS AND COVENANTS
CHAMPION FOREST and CHAMPION VILLAGE SUBDIVISIONS
MONTGOMERY COUNTY, TEXAS**

WHEREAS, on July 11, 1977, **PROPERTY VENTURES ASSOCIATES NO. 6**, a Texas Limited Partnership, was the owner in fee simple of a tract of land containing 117.042 acres in the J. C. Pitts Survey, A-28, Montgomery County, Texas, which was described by a map recorded in Plat Cabinet "E", Sheet 162-B of the Map Records of Montgomery County, Texas, and which was called "**CHAMPION FOREST**";

WHEREAS, on June 14, 1978, **PROPERTY VENTURES ASSOCIATES NO. 6** was the owner in fee simple of a tract of land containing 173.619 acres in the J. C. Pitts Survey, A-28, Montgomery County, Texas, which was described by a map recorded in Plat Cabinet "E", Sheet 161-B of the Map Records of Montgomery County, Texas, and which was called "**CHAMPION VILLAGE**";

WHEREAS, by an instrument dated July 11, 1977, **PROPERTY VENTURES ASSOCIATES NO. 6** made and filed "Restrictions and Covenants Applicable to **CHAMPION FOREST SUBDIVISION** in the J. C. Pitts Survey, Abstract No. 28, Montgomery County, Texas", which was recorded in Volume 1002 , Page 747 of the Deed Records of Montgomery County, Texas (both of such documents are herein called "Restrictions and Covenants");

WHEREAS, by an instrument dated June 14, 1978, **PROPERTY VENTURES ASSOCIATES NO. 6** made and filed "Restrictions and Covenants Applicable to **CHAMPION VILLAGE SUBDIVISION** in the J. C. Pitts Survey, Abstract No. 28, Montgomery County, Texas", which was recorded in Volume 1082, Page 26 of the Deed Records of Montgomery County, Texas;

WHEREAS, by an instrument dated September 29, 1995 , and recorded in the Real Property Records of Montgomery County, Texas, at Clerk's File No. 9562202, **PROPERTY VENTURES ASSOCIATES NO. 6** assigned to **CHAMPION FOREST / CHAMPION VILLAGE**

PROPERTY OWNERS ASSOCIATION the right to amend, supplement or change such restrictions and covenants; and

WHEREAS, **CHAMPION FOREST / CHAMPION VILLAGE PROPERTY OWNERS ASSOCIATION** has duly amended and changed the Restrictions and Covenants for **CHAMPION FOREST** and **CHAMPION VILLAGE SUBDIVISIONS** by the provisions set forth below in Paragraphs 1 through 14. These Amended Restrictions and Covenants shall become effective as covenants running with this land of **CHAMPION FOREST** and **CHAMPION VILLAGE SUBDIVISIONS** (the "Subdivisions"), and shall replace entirely the original Restrictions and Covenants described above, when these Amended Restrictions and Covenants are filed for record in the Real Property Records of Montgomery County, Texas. The Amended Restrictions and Covenants are as follows:

1. **Building Types and Sizes.** No residence shall be constructed with less than one thousand two hundred (1,200) square feet of covered floor space, exclusive of garages, porches, and carports, and all framing material of outside walls shall be of new materials and said improvements shall be completed within 180 days.
2. **Building Sites.** There shall be no residence or dwelling constructed in the Subdivisions on less than one whole Lot as outlined on the recorded plats, so that no Lot as outlined on such plats may be subdivided into smaller parcels.
3. **Temporary Structures.** No mobile homes, house trailers, modular homes, campers, or other mobile housing shall be kept or permitted on any Lot. This is not to be construed as a ban on storage of travel trailers, campers or motor homes used for recreational purposes or other outbuildings approved as to construction by the Architectural Control Committee. Variances and deviations from this plan must be approved in writing by the Architectural Control Committee, whenever it should be determined that all buildings constructed on a Lot shall be of a permanent livable nature.

Toby POWELL

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4. **Building Location on Site.** All permanent structures, including dwellings and out-buildings, shall be constructed no closer than 75 feet from the front road right-of-way line. There shall be no water wells, pumps, settlement tanks, butane and/or propane tanks installed or constructed within the above mentioned 75 foot area, with the exception of Lots 61, 62 and 101 in **CHAMPION VILLAGE SUBDIVISION**, which shall have a 60 foot building set back line. The front line for any Lot shall be the side abutting a street. For corner Lots, the front line is the shorter line abutting a street.
5. **Construction.** No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee.

All structures erected within the subdivisions shall be completed as to the exterior within 120 days of the starting of said construction.

6. **Organizations.**
- (a) **CHAMPION FOREST / CHAMPION VILLAGE PROPERTY OWNERS ASSOCIATION.** The business of the subdivisions shall be conducted by the **CHAMPION FOREST / CHAMPION VILLAGE PROPERTY OWNERS ASSOCIATION** (the "Association"), a Texas non-profit corporation, which shall be governed by a Board of Directors who shall be elected by the vote of the owners of Lots in the Subdivisions. Such Association shall adopt, amend and replace bylaws, which shall regulate voting rights, membership meetings, and set forth rights, duties and obligations of the members, the Board of Directors, and the offices and committees of the Association, including an Architectural Control Committee. These Restrictions and Covenants may be enforced by proceedings instituted by any owner or owners of a Lot in either subdivision or by the Association.

(b) **Architectural Control Committee**. Following the initial members' meeting of the Association held after the effective date of these Restrictions and Covenants, and after such Association has adopted its bylaws, at least five (5) persons shall be elected members of an Architectural Control Committee, to serve for such term or terms that may be set forth in the Bylaws. All members of the Architectural Control Committee must be and remain members in good standing of the Association. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor.

No buildings or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event the Architectural Control Committee fails to approve or disapprove any application within thirty (30) days after the receipt of the required plans and specifications, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The Architectural Control Committee may at any time or times adopt reasonable rules and regulations for its purposes, including building standards. Any rule, regulation or building standard adopted by the Architectural Control Committee shall not become effective until approved by the Board of Directors of the Association.

7. **Sanitary Sewers**. No cesspool or other individual sewage system shall be constructed or used on any Lot except a septic tank system approved by the state and county health officers. No outside or pit toilets shall ever be used on said premises, under any circumstances. No affluent lines shall ever be discharged into any drainage ditch or line.

8. **Garbage and Trash Disposal.** Garbage and trash or other refuse accumulated in these subdivisions shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any resident of this subdivision is or may be created. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
9. **Gravel and Timber Removal.** There shall be no timber, sand, gravel, or dirt removed from these subdivisions except for the purposes of road construction, landscaping, or for clearing for homesites.
10. **Junk Cars.** No junk cars shall be kept or stored on said property.
11. **Pets, Poultry, and Livestock.** No animals of any kind, livestock, or poultry shall be raised, bred, or kept on any Lot for commercial purposes. Limited numbers of livestock and poultry which are being raised by a school student in a bona fide educational program such as FFA, etc. will be permitted. However, each instance of raising such animals shall be subject to advance approval by the Architectural Control Committee.
12. **Right to Amend.** The Association shall be entitled to change, amend, supplement or replace these Restrictions and Covenants upon a vote of two-thirds (2/3) of its entire membership that is eligible to vote at any regular or special meeting of its members or by ballots sent and returned by mail as directed by the Board of Directors.
13. **Commercial Activity.**
 - (a) Retail sales or marketing activities or signs advertising such activities will not be permitted on any Lot in these subdivisions. This includes permanent or

continuous ongoing garage or yard sale activities. However, this is not to be construed as a ban on occasional garage or yard sale activities.

(b) Retail service activities or signs advertising such activities will not be permitted on any Lot in these subdivisions.

14. **Annual Assessment and Lien**. There is hereby imposed upon each Lot in the Subdivisions and each owner of any Lot an annual assessment or charges to be established and collected as hereinafter provided. Each owner and purchaser of a Lot in the Subdivisions shall be deemed as agreeing for himself, his heirs, personal representative, and assigns to pay such assessment to the Association each year prior to delinquency. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and may be secured by a lien upon the Lot against which each such assessment is made. As to each purchaser of a Lot in the subdivisions, such lien may be deemed a Vendor's Lien and superior title reserved, set over and assigned to the Association to secure payment of all unpaid annual assessments and charges made and to be made by the Association. The assessments levied by the Association shall be used solely to promote the recreation, health, safety, and welfare of the residents in the properties.

The amount of the annual assessment shall be set by the Board of Directors of the Association in advance of the due date each year. Notification of the assessment shall be in writing at least thirty (30) days in advance of the due date.

Any assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the rate of ten percent (10%) per annum until such assessment and the unpaid interest accrued thereon shall be paid in full. The Association may bring an action at law to foreclose the lien against the Lot or Lots of any Owner. No Owner may waive nor otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his or her Lot.

The lien securing payment of the annual assessment provided for herein shall be subordinate to the lien of any purchase-money mortgage or any valid lien given upon any contract for construction or financing the construction of permanent improvements placed upon a Lot, **provided** that such improvements had been approved in advance by the Architectural Control Committee. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability of any assessments thereafter becoming due or from the lien thereof.

SIGNED November 21, 1995 in Conroe, Montgomery County, Texas.

**CHAMPION FOREST / CHAMPION VILLAGE
PROPERTY OWNERS ASSOCIATION**

By: Roy D. Stanphill
Name: Roy D. Stanphill
Title: President

APPROVED November 21, 1995, by the Board of Directors of **CHAMPION FOREST / CHAMPION VILLAGE PROPERTY OWNERS ASSOCIATION.**

Roy D. Stanphill
ROY D. STANPHILL, Director

W. A. Foster
W. A. FOSTER, Director

Jeanne Cook
JEANNE COOK, Director

M. F. Ward
M. F. WARD, Director

Terry Wilkinson
TERRY WILKINSON, Director

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me this 21st day of November, 1995, by **ROY D. STANPHILL**, the President of **CHAMPION FOREST / CHAMPION VILLAGE PROPERTY OWNERS ASSOCIATION.**

Nancy B. Hornbeak
Notary Public - STATE OF TEXAS

My commission expires: _____



STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me this 21st day of November, 1995, by **ROY D. STANPHILL**, a Director of **CHAMPION FOREST / CHAMPION VILLAGE PROPERTY OWNERS ASSOCIATION**.

Nancy B. Hornbeak
Notary Public - STATE OF TEXAS

My commission expires: _____



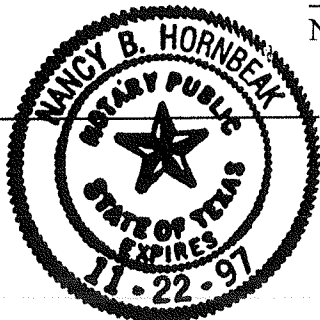
STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me this 27th day of NOVEMBER, 1995, by **W. A. FOSTER**, a Director of **CHAMPION FOREST / CHAMPION VILLAGE PROPERTY OWNERS ASSOCIATION**.

Nancy B. Hornbeak
Notary Public - STATE OF TEXAS

My commission expires: _____



STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me this 24th day of NOVEMBER, 1995, by JEANNE COOK, a Director of CHAMPION FOREST / CHAMPION VILLAGE PROPERTY OWNERS ASSOCIATION.

Nancy B. Hornbeak
Notary Public - STATE OF TEXAS

My commission expires:



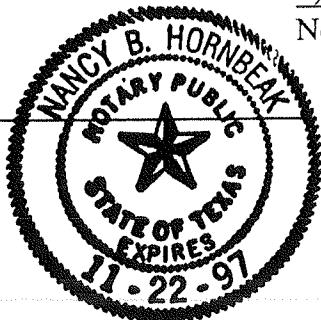
STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me this 27th day of NOVEMBER, 1995, by M. F. WARD, a Director of CHAMPION FOREST / CHAMPION VILLAGE PROPERTY OWNERS ASSOCIATION.

Nancy B. Hornbeak
Notary Public - STATE OF TEXAS

My commission expires:



STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me this 5th day of NOVEMBER,
1995, by TERRY WILKINSON, a Director of CHAMPION FOREST / CHAMPION
VILLAGE PROPERTY OWNERS ASSOCIATION.

Nancy B. Hornbeak
Notary Public - STATE OF TEXAS

My commission expires: _____



AFTER RECORDING - RETURN TO:

Mr. Roy D. Standphill
10465 Champion Village Drive
Conroe, Texas 77303