92075581

00004859125

136%

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

9:01 Ad 8166

133.00 INDX 1 1 08/05/92

WHEREAS, Ray Thomas Realty Company, a Texas corporation, executed and filed those certain Land Use Restrictions (the "Prior Restrictions") dated March 7, 1980 in Volume 6920, Page 743, of the Deed Records of Travis County, Texas, affecting the Whispering Oaks Valley Subdivision, a subdivision of 45.89 acres, more or less, out of the James Rogers Survey No. 19, Travis County, Texas, as shown on the plat recorded in Volume 78, Pages 161-163, of the Plat Records of Travis County, Texas;

3.00 RECM 1 1 08/05/92

WHEREAS, the plat of Whispering Oaks Valley was vacated and 29.32-CHK2 the same property resubdivided as Champions Forest as shown on the plat recorded in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas, portions of which were subsequently replatted as Champions Forest Section Two as set out in Volume 89, Pages 116-118, of the Plat Records of Travis County, Texas, and as Amended Plat of Lots 1, 3 and 4, 7-10 and 19-22, Block "D" "Champions Forest" as set out in Volume 89, Pages 158-159, of the Plat Records of Travis County, Texas, (all referred together herein as "Champions Forest");

WHEREAS, MV Champions Forest, Ltd., the Declarant herein, and the undersigned Owners, together being a majority of the owners of the lots in Champions Forest, do desire pursuant to provision E-1 of the Prior Restrictions to amend, restate and thereby replace the Restrictions and to establish а formal homeowners association, all for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting Champions Forest, so that all of the subdivision shall be benefited and each successive owner of all or part of any lot in Champions Forest shall be benefited by the preservation of the value and the character of these lands;

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, Declarant and Owners do hereby declare that all of the Lots, as herein defined, in Champions Forest and each part thereof, and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, Owners and any subsequent owner thereof subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in any of the real property or any part thereof in Champions Forest, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

- 1.01 <u>ASSOCIATION</u>. "Association" shall mean and refer to the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation.
- 1.02 <u>COMMON PROPERTIES</u>. "Common Properties" shall mean and refer to any land within the Subdivision owned or subsequently acquired by the Association.
- 1.03 <u>DECLARANT</u>. "Declarant" shall mean and refer to MV Champions Forest, Ltd. and its successors and assigns and shall include any person or entity to which Declarant may assign its rights and privileges, duties, and obligations hereunder, which are and shall be assignable.
- 1.04 LOT. "Lot" shall mean and refer to each portion of the Subdivision so segregated and numerically designated as a lot on the recorded plat of the Subdivision. The term "Improved Lot" shall mean and refer to any Lot which contains improvements that comprise over 50% of that Lot's total appraised value as of January 1st of that year. The term "Unimproved Lot" shall mean and refer to any Lot that is not an Improved Lot.
- 1.05 OWNER. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.06 <u>SUBDIVISION</u> "Subdivision" shall mean and refer to Champions Forest.
- 1.07 <u>CONVERSION DATE</u>. The Conversion Date shall be the earlier to occur of the following:
 - A. December 31, 2000;
- B. The date at which time Declarant owns less than ten Lots in the Subdivision; or
- C. Such earlier date as may be established by Declarant in a Supplemental Declaration to be recorded by Declarant.

ARTICLE II ASSOCIATION ADMINISTRATION, MEMBERSHIP & VOTING RIGHTS

2.01 <u>ASSOCIATION</u>. The rights set forth in this instrument shall be vested in the Association in accordance with this instrument and the By-Laws of the Association. The By-Laws shall be adopted by the Board of Directors and a majority of the members of the Association. The Owners covenant and agree that

the administration of the Subdivision shall be in accordance with the provisions of this Declaration and the Association's Articles and By-Laws, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental body or agency having jurisdiction over the Subdivision.

- 2.02 <u>MEMBERSHIP</u>. Each Owner shall automatically be a member of the Association and shall remain a member until ceasing to be an Owner.
- 2.03 TRANSFERRING OF MEMBERSHIP. Membership in the Association is nontransferable by a lot owner, except it shall automatically be transferred to the new owner upon sale of the lot.
- 2.04 <u>CLASSES OF VOTING MEMBERS</u>. The Association shall have two classes of voting membership:
- A. Class A members shall be all those members described in Section 2.01 owning an Improved Lot. Class A members shall be entitled to one vote for each Improved Lot owned.
- B. Class B members shall be all those members described in Section 2.01 owning Unimproved Lots, including Declarant. Class B members shall be entitled to one-fourth of one vote for each Unimproved Lot owned.
- C. When two or more persons or entities hold undivided interest in any Lot, all such persons or entities shall be members of the Association, however, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Improved Lot or one-fourth of one vote with respect to each Unimproved Lot, respectively, in which such members own undivided interests.
- 2.05 <u>ELIGIBLE VOTES</u>. Only those Association members whose assessments are paid current shall be in good standing and eligible to vote.
- 2.06 <u>BOARD OF DIRECTORS</u>. The affairs of the Association shall be managed by a Board of Directors which has been established and which shall conduct regular and special meetings according to the provisions of the By-Laws.
- 2.07 <u>FIRST ANNUAL MEETING</u>. The First Annual Meeting of the Association shall be convened by the Declarant or the Board upon the earlier of (1) 120 days following the recording date of this Declaration or (2) September 3, 1992. At such Meeting, a majority of the members of the Association shall have the right to elect the Board of Directors, which shall, at such Meeting, replace the then existing Board.

2.08 <u>OWNER'S RIGHT TO ACCESS RECORDS</u>. Each Association member in good standing, upon request, shall have the right to require the Association to make available to such member, for inspection during normal business hours, the books, records and financial statements of the Association. Members not in good standing shall have no rights to access the books, records and financial statements.

ARTICLE III ASSESSMENTS

- Owners for each Lot, hereby covenant, and each purchaser of any such Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual assessments or charges (as specified in Section 3.03 hereof); (2) special assessments for capital improvements (as specified in Section 3.04 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided.
- 3.02 <u>PURPOSE OF ASSESSMENTS</u>. The assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety, and welfare of the owners of the Properties, or any part thereof, and for carrying out the purposes of the Association as stated in its Articles of Incorporation.
- 3.03 ANNUAL ASSESSMENT. Each Owner of an Improved Lot shall pay to the Association an initial annual assessment of \$40.00 per Improved Lot. Each Owner of an Unimproved Lot shall pay to the Association an annual assessment of \$10.00 per Unimproved Lot. The rate of annual assessment may be increased by vote of the membership of the Association, as provided in Section 3.05 hereof, however, the annual assessment against an Unimproved Lot shall never exceed 25% of the annual assessment against an Improved Lot. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.
- 3.04 <u>SPECIAL ASSESSMENTS</u>. In addition to the annual assessments authorized by Section 3.03 hereof, the Association may, by vote of its members as set out in Section 3.06 hereof, levy in any assessment year or years a special assessment for the purpose of defraying reconstruction, unexpected repair or replacement of a described improvement including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in its Articles of Incorporation.

- VOTE REQUIRED FOR INCREASE IN RATE OF ANNUAL Any increase in the rate of the annual assessment, ASSESSMENT. but not exceeding 10% of the prior year's annual assessment, as authorized by Section 3.03 hereof must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II. Any increase of greater than 10% but not exceeding 25% of the prior year's annual assessment, however, must be approved by two-thirds of the total eligible votes of the Association. In no event shall the annual assessment be increased by more than 25% of the prior year's annual assessment. vote, in person or by proxy, at a Association members shall meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- Assessment authorized by Section 3.04 hereof must be approved by two-thirds of the total eligible votes of the membership of the Association as defined in Article II. In no event shall the special assessment exceed 200% of the prior year's annual assessment. Association members shall vote, in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- 3.07 <u>COMMENCEMENT DATE OF ANNUAL ASSESSMENT</u>. The first annual assessment provided for herein shall commence on July 1, 1992, being prorated to \$20.00 and \$5.00 for Improved and Unimproved Lots respectively, and shall continue thereafter from year to year.
- 3.08 <u>DUE DATE OF ASSESSMENTS</u>. The first annual assessment shall become due and payable on July 1, 1992 or upon the date that Owner signs this Declaration, whichever is later. The assessments for 1993 and subsequent years shall become due and payable on January 1 of such year and delinquent if not paid by March 1st of such year. The due date and delinquent date of any special assessment under Section 3.04 hereof shall be fixed in the resolution authorizing such assessment.
- 3.09 OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENT. The annual and special assessments provided for herein shall be the personal and individual debt of the owner of the property covered by such assessments. No owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the owner of the property shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorney's fees.

- ASSESSMENT LIEN AND FORECLOSURE. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 3.09 hereof and costs of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the the owner, and his heirs, devisees, personal representatives and assigns. This assessment lien shall be subordinate and inferior to all liens, present and future, given, granted and created by or at the insistence and request of the Owner of any Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of that Lot, however this assessment lien shall be superior to all other liens and charges against the property. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 3.08 above and may be enforced by the foreclosure of the defaulting owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any collection and/or foreclosure proceeding, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association.
- 3.11 <u>COMMON PROPERTIES EXEMPT</u>. All Common Properties as defined in Article I, Section 1.02 hereof, and all portions of the Subdivision owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.

ARTICLE IV LAND USE AND BUILDING TYPES

- 4.01 ONE FAMILY DWELLINGS. No Lot shall be used except for single family, limited to relation by blood or marriage, residential purposes. On each Lot, no building shall be erected, altered, placed or allowed to remain other than one, detached single family dwelling not to exceed two (2) stories in height.
- 4.02 <u>GARAGES</u>. Each single family dwelling shall have an attached garage of sufficient size to enclose two automobiles.

- 4.03 <u>DWELLING SIZE</u>. All dwellings constructed on Lots within the subdivision shall have a minimum area of not less than one thousand six hundred and fifty (1650) square feet of living area exclusive of open or screened porches, terraces, patios, driveways and garages.
- STRUCTURE LOCATION. No building shall be located 4.04 any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In no event shall any building be located on any Lot nearer than 25 feet, nor further than 40 feet from the front lot line or nearer than 10 feet from any side street line. building shall be located on any Lot nearer than 5 feet from any interior lot line and all setbacks must comply with those set forth in the City of Austin zoning ordinance if such zoning setback requirements are more restrictive than those set forth herein. No dwelling shall be located on any interior Lot nearer than 7.5 feet from the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to the front property line than the front wall of the principal structure.

Notwithstanding the existence of minimum or maximum setback lines, the exact location of any improvement upon a Lot must be approved by the Architectural Control Committee before such improvement may be constructed.

- Public utility easements are reserved EASEMENTS. 4.05 as shown on the recorded plat and over the rear 7.5 feet of each These easements are reserved for installation and maintenance of public utilities and public drainage facilities, and they are also reserved in each block as needed for adequate surface drainage of the other Lots within the block. Within these easements, no structures of any kind, planting or other material shall be placed or permitted to remain which may change the direction of flow or retard the flow of water through the drainage channels or swales in the easements. The easement area in each Lot and all improvements in it shall be maintained by the owner of the Lot except for those improvements for which a public authority or utility company is responsible.
- 4.06 <u>NUISANCES</u>. No noxious or offensive activities shall be permitted upon any Lot, nor shall anything be done thereon which constitutes a nuisance or may be or become an annoyance to the neighborhood. No vehicle or motor repair work other than minor emergency repair shall be conducted on any Lot or in the street or streets adjoining any Lot. No "A" frame, hoist or other device for

lifting vehicles or parts thereof, and no disabled vehicle shall be stored or parked in the open on any Lot or on any street adjoining any Lot. No radio antennas or dish-type antennas shall be permitted on any Lot. No boats, trailers, motorhomes, or recreational vehicles shall be permitted unless stored so that they are not visible from the front of the Lot.

- 4.07 TEMPORARY STRUCTURES OR REPLACEMENTS. No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or racing motor vehicle, or any motor vehicles without a current license tag, or any tent, shack, barn or other outbuilding which exceeds eight feet in height or is in excess of eight feet in width and ten feet in length, shall be erected, placed, driven onto, altered or permitted to remain on any Lot at any time, either temporarily or permanently, without the prior written consent of the Architectural Control Committee.
- 4.08 <u>SIGNS AND SALES PROGRAMS</u>. No signs of any kind shall be displayed for public view on any Lot excepting that one sign of not more than five square feet advertising the property for sale or rent, or signs of modest dimensions used by a building to advertise the property during the construction and sale period may be permitted. The "For Sale" sign on any new construction shall be as approved by Declarant, its successors or assigns or duly authorized agents. All merchandising, advertising and sales programming in the Subdivision shall be subject to approval by Declarant, its successors, assigns or duly pa authorized agents and shall be in conformity with the general marketing plan for the Subdivision.
- QIL, GAS, MINERAL, MINING 4.09 AND EXCAVATION No oil, gas, mineral, mining OPERATIONS. excavation oroperations of any kind or character, no drilling or prospecting for oil, gas or other minerals, no oil, gas or other mineral development operations, refining, quarrying, or mining operations shall at any time be permitted upon any Lot or other area within No oil wells, derricks or tanks, tunnels, the Subdivision. mineral excavations or shafts designed for oil or gas production or exploration or for the mining of any other mineral shall ever be permitted upon any Lot or any other area of the Subdivision.
- 4.10 <u>ANIMALS</u>. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other small and domesticated household pets may be kept so long as they are not kept, bred, or maintained for any commercial purposes.
- 4.11 GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same 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 and shall not be visible from the front of the Lot.

- 4.12 <u>SIGHT DISTANCE OF INTERSECTIONS</u>. No fence, wall, hedge, shrub or other planting which obstructs sight lines at elevations between 2 feet and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a straight line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the prolongated right-of-way lines. The same sight line obstruction restrictions shall apply on any Lot within 10 feet from an intersection of a street right-of-way line with the edge of a driveway or alley pavement. No trees shall be planted or permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
- 4.13 MASONRY. The exterior walls of each structure built upon any Lot shall have not less than 75% masonry exclusive of window and door openings. The Architectural Control Committee shall have the power to waive this minimum requirement upon submission of a specific design which aesthetically and architecturally blends with and enhances the subdivision. The final decision shall be that of the Architectural Control Committee.
- 4.14 <u>FENCES, WALLS, HEDGES, AND SIDEWALKS</u>. All fences must be constructed of wood and/or masonry. No exterior fences, walls and hedges may be erected, placed or altered on any Lot until plans and specifications showing the construction and location of such walls, fences, or hedges are submitted to the Committee and approved as to design, materials, and height. No hedge, fence, or wall may be erected, placed, or altered on any Lot nearer to any street than the building setback line on that Lot unless approved by the Committee.
- 4.15 <u>SALES & CONSTRUCTION OFFICE</u>. Notwithstanding the foregoing sections, nothing herein shall be construed as prohibiting Declarant (and the purposes of this provision 4.15 including only Home Builder purchasing lots from Declarant), its officers, employees or agents from inviting any person or the general public to enter any residence situated on any Lot owned by Declarant, with a view toward the sale, construction or lease thereof or from maintaining a sales force in or about any Lot owned by Declarant which remains unsold to a completed home purchase.

ARTICLE V

ARCHITECTURAL CONTROL

- ARCHITECTURAL CONTROL COMMITTEE. No building, wall, fence or any other improvement shall be erected or placed on, nor shall any building, wall, fence or any other improvement be altered, modified, added to or removed from any Lot until the construction plan and specifications thereof and a plan showing all buildings, the location of walls, fences and including, but not limited to, driveways improvements, setbacks, have been approved in writing by the Architectural Control Committee, hereinafter called "Committee."
- COMMITTEE MEMBERSHIP. The Committee shall initially composed of Declarant. Declarant may designate or appoint other members (not to exceed two [2] additional members) or a successor or designate a representative or representatives to act for it [the term "Committee" as used herein shall refer to Declarant, its successors as provided herein or its assignee as designated permitted herein, or the Committee's In the event of death, dissolution, or representative(s)]. resignation of any member or members of the Committee, the remaining member or members (if any) shall appoint a successor member or members, and until such successor member or members shall have so appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the Committee as provided herein, or to designate a representative with like right, authority and power. In the event all members of the Committee die, dissolve, or resign so that there are then no existing members on the Committee, the duties, rights, powers, and authority of the Committee shall automatically transfer, without any further formality, to the Board of Directors of the Association. In no event shall any member of the Committee have any liability for any error of judgment or action taken by such Committee or otherwise be responsible or accountable under any circumstances for any action or inaction of the Committee so long as such member is acting in good faith.
- duties, rights, powers and authority of the Committee constituted hereby may be assigned at any time, at the sole election of a majority of the members of the Committee, to the Board of Directors of the Association, however, if said transfer has not occurred by the Conversion Date, then the duties, rights, powers and authority of the Committee shall automatically transfer to the Board of Directors of the Association. From and after the date of such assignment, and the acceptance thereof by such Directors, the Board of Directors of the Association shall have the full right, authority and power, and shall be obligated, to perform the functions of the Committee as provided herein, including the right to designate a representative or representatives to act for it.

5.04 <u>APPROVAL OF PLANS & SPECIFICATIONS</u>.

The Committee, in considering each set of plans and specifications and the plan, showing the location of all improvements shall consider, among other things, the quality of design and materials, harmony of the design with the existing structures, and the location of the structure with respect to topography, finished grade elevation and existing structures.

The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee fails to approve or disapprove the plans and specifications and the plot plan for the improvements to be erected or placed on a Lot, or the plans and specifications for the alteration, modification, addition to or removal of any improvements located on a Lot, within thirty (30) days after the same have been received by the Committee, then in that event same shall be deemed approved and this covenant complied with.

The Committee shall exercise its best judgment to see that all improvements and structures in the Subdivision conform to and harmonize with the existing surrounding structures, and that trees and the environment are reasonably protected; and when, in the opinion of the Committee, a waiver or modification of any of these restrictive covenants would not impair or detract from the high quality of the Subdivision, it may by written instrument in recordable form waive or modify any such restriction. In the same manner, it shall have the power to approve or disapprove resubdivisions of parts of the Subdivision. The Committee shall serve without compensation and shall not be liable in damages to anyone for any action taken or any failure to act. All plans and specifications shall be delivered to the Committee not less than thirty (30) days prior to the date construction is to be commenced at such address as the Committee may designate, certified mail, return receipt requested, or delivered and a written receipt received therefor, and the date received at such address shall be considered the date of delivery to the Committee.

ARTICLE VI MAINTENANCE

- 6.01 <u>DUTY OF MAINTENANCE</u>. Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that Lot so owned or occupied including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:
 - A. Prompt removal of all litter, trash, and wastes.
 - B. Lawn mowing.
 - C. Tree and shrub pruning.
 - D. Watering.

- E. Keeping exterior lighting and mechanical facilities in working order.
- F. Keeping lawn and garden areas alive, free of weeds, and attractive.
- G. Keeping parking areas and driveways in good repair.
- H. Complying with all government health and policy requirements.
- I. Repainting of improvements.
- J. Repair of exterior damages to improvements.
- 6.02 ENFORCEMENT. If, in the opinion of the Association any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform any care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any Lot on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within 30 days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against that Lot on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article III, Section 10 above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE VII COMMON PROPERTIES

7.01 <u>TITLE TO COMMON PROPERTIES</u>. Title to any Common Properties shall be held in the name of the Association. Except as set forth below, the Association shall not accept title to any property, however, without first obtaining the consent of a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

The Association is hereby authorized and directed to accept title to the following tracts to be held in the name of the

Association as common area for use as the Association shall determine:

- 1. Lot 44, Champions Forest Section 2
- 2. Lot 8-A, Block "D", Champions Forest Amended Plat of Lots 1, 3 & 4, 7-10, and 19-22, Blocks "D", a subdivision in Travis County.
- 7.02 <u>RIGHTS OF ASSOCIATION</u>. The Association shall have the following rights with respect to the Common Properties:
- A. To prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Properties.
- B. To sell and convey or to dedicate to the public or any governmental authority or other entity the Common Properties, or any part thereof, provided such sale, dedication or conveyance is approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- C. To borrow money for the purpose of improving the Common Properties, or any part thereof, and to mortgage the Common Properties, or any part thereof.
- D. To take such steps as are reasonably necessary to protect the Common Properties, or any part thereof, against foreclosure.

ARTICLE VIII MISCELLANEOUS

- 8.01 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of Lots within the Subdivision has been recorded, agreeing to amend such covenants in whole or in part.
- 8.02 ENFORCEMENT Declarant, the Committee, and any owner of any Lot, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this document. Failure by Declarant, the Committee, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Reasonable attorney's fees shall be allowed to any

party prevailing in any action in any court of competent jurisdiction to enforce any of the provisions contained in this instrument.

- 8.03 <u>SEVERABILITY</u>. Severability and invalidation of any of these covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
- 8.04 <u>AMENDMENT OF RESTRICTIONS</u>. Notwithstanding any provision of this instrument to the contrary, the Committee shall, with the written consent of the Owners of not less than two-thirds (2/3) of the Lots in the Subdivision, have the right to amend and/or terminate the restrictions set out in this instrument. Upon the recordation of such an instrument in the Real Property Records of Travis County, Texas, reflecting the acceptance of the Committee and the owners of not less than two-thirds (2/3) of the Lots in the Subdivision, the restrictions set out in this agreement shall automatically be amended or terminated as provided therein.
- 8.05 <u>ACCEPTANCE OF COVENANTS</u>. By acceptance of a deed, or by acquiring any ownership interest in real property included within Champions Forest, each person or entity for himself, or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this document and any amendments thereof. In addition, each person by so doing thereby acknowledges that these covenants set forth a general scheme for the improvement and development of the real property covered thereby.
- 8.06 <u>EXISTING USES GRANDFATHERED</u>. Any structure existing as of the effective date of these Restrictions which violates Section 4.02, 4.03, 4.13, or 4.14 of these Restrictions shall be allowed to continue in noncompliance for the remaining life of that structure. Any new structure or material alteration of the existing structure, however, shall conform in all respects to these Restrictions.
- 8.07 <u>MULTIPLE ORIGINALS</u>. This instrument may be executed in multiple originals. [For recording purposes, all original signature pages may be attached to one copy of the text of this instrument and recorded as one original.] After the original recording, additional Owners may join herein by executing and recording a Consent and Joinder form referencing this Declaration.

THE STATE OF TEXAS § JUAS

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this day of July, 1992, by STEPHEN A. PYHRR, President of MV PROPERTIES, INC., a Texas corporation, the General Partner of MV CHAMPIONS FOREST, LTD., a Texas limited partnership, on behalf of said corporation and said limited partnership.

Lua Cleans

(INK STAMPED NAME OF NOTARY)

the state of texas §
county of <u>Harris</u> §

This instrument was acknowledged before me on this 20 day of July, 1992, by <u>David M. Weekley</u>, <u>President</u> of DAVID WEEKLEY HOMES, INC., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

(INK STAMPED NAME OF NOTARY)



The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED	this A	Oth day of	April		, 199 <u>2</u>	g
				<i></i>	ML	-f]
			/s/ Print Wa	ame: Sienik	Smudt	<u></u>
				2: 1		
			/s)(A. Print Na		Down T	7
				Caull,	Kell mag	7

STATE OF TEXAS

§ COUNTY OF TRAVIS

This instrument was acknowledged before me on the 1992₁₀by OMOOT

[SEAL]



My Commission Expires: &

DOCS92a 4/17/92:cd

> REAL PROFERM LEGORDS TRAVIS COUNTY, TEXAS

EXHIBIT A CONSENT AND JOINDER TO AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER:

Steve smoot

12018 Black Angus

PROPERTY:

Lot 12

Block <u>f</u>

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 12, Block F, of Champions Forest, a subdivision in Travis County, Texas, according to the map of plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas.

DOCS92a 4/17/92:cd

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

executed this ADH day of Upril , 1992.

/s/ Rolet Da Odussian

Print Name: Robert H Hussia

STATE OF TEXAS §

This instrument was acknowledged before me on the April, 1992, by KONKE HENRY TUSSION

he $\frac{20\%}{\text{and}}$ day of

[SEAL]

MELANIE A. VILLARREAL
Notary Public State of Toxas
My Commission Expires
AUG. 29, 1994

Notary Public, State of Texas

My Commission Expires: 8-39-94

DOCS92a 4/17/92:cd

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT A CONSENT AND JOINDER TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER:

Robert Henry Hussia

PROPERTY:

Lot ______,

Block

E 4707 Rustown Dr.

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 6, Block F, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Reocrds of Travis County, Texas.

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

executed this 20th day of April , 1992.

/s/ Katherine O. Sematsette

Print Name: Kutherine O. Sematsette

15/ Martin E. Synatschk, Jr.

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20 day of April, 1992, by hathering 0. Synatechk and and Martin E. Sinatechk TR.

[SEAL]

MELANIE A. VILLARREAL
Notary Public, State of Texas
My Commission Expires
AUG. 29, 1994

Notary Public, State of Texas

My Commission Expires: 8-29-44

DOCS92a 4/17/92:cd

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT A CONSENT AND JOINDER TO AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

12003 Misty Brook Dr

PROPERTY OWNER:

Katherine O. Synatschk Martin E. Synatschk, Ir

PROPERTY:

Lot

Block

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 9, Block C, of Champions Forest, a subdivision in Travis County, Texas according to the map or plat of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas.

DOCS92a 4/17/92:cd

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 20^{40} day of 1	$\frac{1}{1}$, 199 $\frac{2}{2}$.
	/s/ Df more TED MORGAN
	/s/ Sharon Morgan Print Name: Sharon Morgan
STATE OF TEXAS § COUNTY OF TRAVIS §	
This instrument was acknowled April, 1992, by Ted Morgan	ged before me on the 20th day of and
[SEAL]	Mulanu Willarrial Notary Public, State of Texas
	My Commission Expires: 8-7994

DOCS92a 4/17/92:cd

> REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

PROPERTY OWNER:

Ted Morgan Sharon Phorga

4803 Rustown Dr.

PROPERTY:

Lot Lt.

Block

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 4, Block F, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas,

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED	this	20th day of _	April		_, 199 <u>2</u> .
			15/ Hany	Place	
			/s/ Hany Print Names	HARRY P.	PACE
			/s/	istina i	Pace
			Print Name:	(R/51/NA	PACE

STATE OF TEXAS §

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 20th day of April, 1992, by Harry P. Race and _____ and ____

[SEAL]

MELANIE A. VILLARREAL
Notary Public, State of Texas
My Commission Expires
AUG. 29, 1994

Notary Public, State of Texas

My Commission Expires: 8-29-94

DOCS92a 4/17/92:cd

REAL PROPERTY NECORDS TRAVIS COUNTY, TEXAS

EXHIBIT A CONSENT AND JOINDER TO AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER:

Harry R. Pace 11903 Misty Brook

PROPERTY:

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 2, Block c, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas.

DOCS92a 4/17/92:cd

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this	day of _	Jebic	_, 199 <u>2</u> .
		15/ ramene f. U	Mams
		Print Name: Janine L.	Williams
		/s/ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	1
		Print Name: Joe Cet	liams
		V	
STATE OF TEXAS § COUNTY OF TRAVIS §			
COUNTY OF TRAVIS 9			
April, 1992, by Ja Nia	acknowled e と. W.	ged before me on the	$\frac{\mathcal{Z}I}{\mathbf{and}}$ day of
Joe Williams		•	
		Sheron J. H.	Weans
[SEAL]		Notary Public, State	of Texas
SHARON L GIBBONS		My Commission Expires	: 2/2/95
му с энцергого вучась February 2, 1995			/- /-
DESCRIPTION OF THE PROPERTY OF			

DOCS92a 4/17/92:cd

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

PROPERTY OWNER: DE GJANINEWILLIAMS

PROPERTY: Lot 15, Block C

4703 Whispering Valley

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 15, Block c, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas.

DOCS92a 4/17/92:cd

4.

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 2157 day of	Hpril, 1992.
	/s/ James A Bradley Print/Name: JAMES A. BRADLEY
	/s/ Janice Bradley Print Name: Janice Brodley

STATE OF TEXAS

8

COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of April, 1992, by James A. Bradley and _____ and ____

[SEAL]

MELANIE A. VILLARREAL
Notary Public. State of Texas
My Commission Expires
AUG. 29, 1994

Notary Public, State of Texas

My Commission Expires: 8-29-94

DOCS92a 4/17/92:cd

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT A CONSENT AND JOINDER TO AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER: James A. Bradley 4703 Rustown

Block F

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 8, Block F, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis COunty, Texas.

DOCS92a 4/17/92:cd

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 215 day of	April , 1992. /s/ Print Name: Job Angel Flores
	/s/_ Print Name:
STATE OF TEXAS § COUNTY OF TRAVIS §	and hefere we on the HSt day of
April, 1992, by Joe A. Plores	dged before me on the HSH day of and
[SEAL] MELANIE A. VILLARREAL Notary Public, State of Texas My Commission Expires AUG. 29, 1994	Notary Public, State of Texas My Commission Expires: 8-29-94

DOCS92a 4/17/92:cd

REAL PROPERTY RECORDS TRAYIS COUNTY, TEXAS

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

Print Name: Dall J. Varbeough

/s/ Mula J. Mulsiush

Print Name: Panel J. Varblough

STATE OF TEXAS

§ §

§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 2 pril 1992, by John M. Harborot, Varbrough a

day of

[SEAL]

MELANIE A. VILLARREAL
Notary Public. State of Texas
My Commission Expres
AUG. 29, 1994

VVULUMUL W. VUUUWUU Notary Public, State of Texas

My Commission Expires: 8-29-

DOCS92a 4/17/92:cd

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

PROPERTY OWNER: JOHN M. MARSONEA

1804 Gypsy Cove

PROPERTY:

Lot 3,

Block D

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 13, Block B, of Champions Forest, a subdivision on Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas.

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

	present and futu	re owners of lots	encumbered by said Dec	laration.
	EXECUTED th	nis <u>[5</u> day of _	JUNE	_, 199 <u>2</u> .
			/s/ Lower DAVID W	ROBLOWSKI
			/s/_ Print Name:	
	Colorado STATE OF TEXAS Soulde COUNTY OF TRAVIS	\$ §	lgęd before me on the	th day of
June	April, 1992, by	David Wrowblew	ski .	and
	[SEAL]	NOTARY SEAL	Notary Public, State My Commission Expires	
		a y commence of the	my Commission Expires	MY COMMISSION EXP. MAY 25,1996

000892s 4/17/92:cd

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

EXHIBIT A CONSENT AND JOINDER TO AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER: David Woblewski

PROPERTY: Lot 35, Block 8 etc., etc.

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 25, Block B, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas.

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all

-	s encumbered by said Declaration.
EXECUTED this 20^{H} day of	APRIL , 1992.
	/s/ Longs Print Name: VINCENT J. LAYTON
	/s/_ Print Name:
STATE OF TEXAS §	
COUNTY OF TRAVIS §	
This instrument was acknow April, 1992, by Winter G	ledged before me on the 20th day of and
[SEAL] MELANIE A. VILLARREAL Notary Public. State of Texas My Commission 1904	Mulabil W, Willarrad Notary Public, State of Texas My Commission Expires: 8-29-94

DOCS92a 4/17/92:cd

REAL PROPERLY RECORDS TRAVIS COUNTY, TEXAS

My Commission Expires AUG. 29, 1994

EXHIBIT A CONSENT AND JOINDER TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER: VINCENT J. LAYTON

4601 WHISTERING UMLLEY

PROPERTY: Lot 22, Block 6 etc., etc.

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 22, Block C, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas.

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 219th day of April , 1992.

/s/ Lul Maril Montanty

Print Name: Gall, Marie Montanter

Print Name:

STATE OF TEXAS

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 215th day of April, 1992, by Gail Marie Montgomery and ______ and ______

[SEAL]

MELANIE A. VILLARREAL Notary Public, State of Texas My Commission Expires AUG. 29, 1994

My Commission Expires: 5-29-9

My Commission Expires: 5-7

DOCS92a 4/17/92:cd

REAL PROPERTY RECORDS TRAYIS COUNTY, TEXAS

PROPERTY OWNER: GAIL MARIE MONTGOMERY 195 WHILLY VAILLY

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 25, Block C, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224 of the Plat Records of Travis County, Texas.

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 215t day of April , 1992.

/s/Geod L SANCE

Print Name: CEC. / L. SADCER

/s/ Sinda S. Sadler

Print Name: Linda S. Sadler

STATE OF TEXAS

5

COUNTY OF TRAVIS

This instrument was acknowledged before me on the and day o April, 1992, by Cecil L. Sadler and

[SEAL]



Notary Public, State of Texas

My Commission Expires: 8-39-94

DOCS92a 4/17/92:cd

PROPERTY OWNER: Cecil L. Sadler H. 706 Rustown

PROPERTY: Lot 4, Block E

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 4, Block E, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas.

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 2194 day of _	April , 199 2.
	Print Name: Thomas 6. Wright
	/s/Print Name:/
	FI IIIC Name. 1

STATE OF TEXAS

§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the and day of April, 1992, by Thomas 6. Wright _____ and ____

[SEAL]

MELANIE A. VILLARREAL
Notary Public, State of Texas
My Commission Expires
AUG. 29, 1994

NULLANG W. VULUVICA
Notary Public, State of Texas

My Commission Expires: 8-29-94

DOCS92a 4/17/92:cd

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CHAMPIONS FOREST SUBDIVISION

Thomas 6. Wright

1, Block C 11901 Misty Brook

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 1, Block C, of Champions Forest, a subdivision in Travis COunty, Texas, according to the map or plat, of record in Volume 80. Pages 222-224, of the Plat Records of Travis County, Texas.

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 2197 day of	<u>april</u> , 199 <u>2</u> .
	1s/ Musul Cook Print Name: MURAL COOK
	/s/ Synne Cock Print Name:

STATE OF TEXAS

§

COUNTY OF TRAVIS

This instrument was, acknowledged before me on the April, 1992, by ///U/a/

[SEAL]

MELANIE A. VILLARREAL Notary Public, State of Texas My Commission Expires AUG. 29, 1994

My Commission Expires: 529

DOCS92a 4/17/92:cd

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

EXHIBIT A CONSENT AND JOINDER TO

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER: MURAL COOK Lynne Cook

PROPERTY:

Lot 11, Block B 4800 64954 Cove etc., etc.

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 11, Block B, of Champions Forest, a subdivision in Travis COunty, Texas according to the map or plat, of record in Volume 80, Pases 222-224, of the Plat Records of Travis COunty, Texas.

DOCS92a 4/17/92:cd

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 219 day of	print Name: Antrew C. A. Jonnethy
	/s/Print Name:
STATE OF TEXAS § \$ COUNTY OF TRAVIS §	
This instrument was acknowled April, 1992, by HNOVEW DONNE	dged before me on the Alst day of and
[SEAL] MELANIE A. VILLARREAL Notary Public, State of Texas My Commission Express My Commission Express	My Commission Expires: 8-29-94

DOCS92a 4/17/92:cd

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

AUG. 29, 1994

EXHIBIT A CONSENT AND JOINDER TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER: Andrew Donnelly

PROPERTY. Lot | O Block

12005 Misty Brook Dr

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 10, Block C, of Champions Forest, a subdivision in Travis County, Texas according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas.

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 20th day of	April , 1992.
	Raymond Fin Of
	Print Name: Raymond Smith
	J'interior and a state of the s
	15A Betty & Smith.
	Print Name 152 the Smith

STATE OF TEXAS

§ §

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 30th day of April, 1992, by Kaymond Smith and _____

[SEAL]

MELANIE A. VILLARREAL
Notary Public, State of Texas
My Commission Expires
AUG. 29, 1994

Notary Public, State of Texas

My Commission Expires: 8-29-94

DOCS92a 4/17/92:cd

REAL PROPERTY CEGORDS TRAVIS COUNTY, TEXAS

EXHIBIT A CONSENT AND JOINDER TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER: Raymond Smith

PROPERTY: Lot 3, Block ctc.

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 3, Block C, of Champions Forest, a subdivision in Travis County, Texas according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas.

DOCS92a 4/17/92:cd

, i, to

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 20th day of	<u>April</u> , 199 <u>2</u> .
	Print Name: Marshall Ruzicka
	/s/ Manita Rujuka Print Name: Jvanifa Ruzicka
STATE OF TEXAS §	
COUNTY OF TRAVIS §	edged before me on the $20 H$ day of
April, 1992, by Alarshall K Juanita Ruzicka	edged before me on the 20th day of and
[SEAL] MELANIE A. VILLARREAL Notary Public, State of Texas My Commission Expires AUG. 29, 1994	Notary Public, State of Texas My Commission Expires: 8-29-94

DOCS92a 4/17/92:cd

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

EXHIBIT A

CONSENT AND JOINDER TO

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

4807 Misty Brook Cove

PROPERTY OWNER: Manshall Ruzicka Juanita Ruzicka

PROPERTY: Lot $\frac{27}{\text{etc.}}$, Block $\underline{\beta}$

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Legal Description:

Lot 27, Block B, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this tone day of APPL , 1992.

/s/ Magnet Rul

Print Name: Margnet Beech

Print Name: Janes A. Koop

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of April, 1992, by MONANET RECO

[SEAL]



Mulanie W. Mulawreak Notary Public, State of Texas

My Commission Expires: 8-29-94

DOCS92a

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER: James A. + MARCHARET R. KEED

PROPERTY: Lot $\underline{\mathcal{S}}$, Block $\underline{\mathcal{E}}$

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Legal Description:

Lot 5, Block E, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas.

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 20th day of _	April , 1992.
	Print Name: MAXWELL TI SMITH
	/s/ Helga U. Smith Print Name: Helga U. Smith

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of April 1992, by MAXWIII, SMITH and and

[SEAL]

MELANIE A. VILLARREAL
Notary Public, State of Texas
My Commission Expires
AUG. 29, 1994

Notary Public, State of Texas

My Commission Expires: 8-29-94

DOCS92a 4/17/92:cd

> REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CHAMPIONS FOREST SUBDIVISION

11909 MISTY BROOK DA Simith

PROPERTY OWNER: Maxwell T. Sh. Helga U. Smith

PROPERTY: Lot ____, etc., etc.

Block 🧲

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 5, Block C, of Champions Forest, a subdivision in Travis County, Texas according to the map or plat, of record in Volume 80, Pages 222-224 of the Plat Records of Travis County, Texas.

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 20th day of	April 1992.
	Print Name: ROBENT D. CANCEN
	15/ Roberta a. Carton Print Name: Roberty 7. Caritor

STATE OF TEXAS

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of April, 1992 by 1001 to and and

[SEAL]

MELANIE A. VILLARREAL
Notary Public, State of Texas
My Commission Exorres
AUG 29, 1994

Mulanu W Mularria Notary Public, State of Texas

My Commission Expires: 8-29-94

DOCS92a 4/17/92:cd

REAL PROPERS LEGORDS TRAVIS COURTY, TEXAS

EXHIBIT A CONSENT AND JOINDER TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER: ROBERTA O CARLEDO

PROPERTY: Lot 16, Block F 4706 Craig Drive

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 16, Block F, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, pges 222-224 of the Plat Records of Travis County, Texas.

DOCS92a 4/17/92:cd

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 26 day of	$APE(C20)$, 199 $\overline{92}$
	/s/ I was Jane 1
	15/ Cum. O. Smoke
	Print Name: ANNIE D. Snots
STATE OF TEXAS §	
COUNTY OF TRAVIS §	.J.
This instrument was acknow April, 1992, by JEWELL SM	ledged before me on the 20 th day of
[CENT]	Notary Public, State of Texas
[SEAL]	
	My Commission Expires: $07-26-9$

DOCS92a 4/17/92:cd NOTARY SEAL

STATE OF TEXAS

§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the $\frac{\mathcal{A}}{\text{April, 1992, by}}$ April, 1992, by $\frac{Annie\ D\ Smokl\ S\ }{\text{a}}$ a

Ath day of

[SEAL]

MELANIE A. VILLARREAL
Notary Public, State of Texas
My Commission Expires
AUG. 29, 1994

Molanie Willawreal
Notary Public, State of Texas

My Commission Expires: 8-29-94

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER: JEWELL SMOKES

AMANIE D. SMOKES

PROPERTY: Lot 3, Block # etc., etc.

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 3, Block F, of Champions Forest, a subdivision in Tracis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas.

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

EXECUTED this 20th day of April , 1992.

/s/ Kennth arm mer
Print Name: KENNETH AARON JONES

/s/ Evenue brene genes

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of April, 1992, by Kenneth (1017) Joines and _____ and ____

[SEAL]

MELANIE A. VILLARREAL Notary Public, State of Texas My Commission Expires AUG. 29, 1994 Muanil W. Mlawylal Notary Public, State of Texas

My Commission Expires: 8-29-99

DOCS92a 4/17/92:cd

REAL PROFERTY RECORDS TRAVIS COUNTY, TEXAS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER: <u>Ken Jones</u> 4702 Rustown Dr.

PROPERTY: Lot \nearrow , Block $\overleftarrow{\varepsilon}$ etc., etc.

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Lot 2, Block E, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224 of the Plat records of Travis County, Texas.

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

_				y said beclaracion.
EXE	ECUTED this	219t day of _	April	, ₁₉₉ <u>2</u> .
			/s/	and fluste R. Paris Cempe
			/s/_ Print Name:_	
STATE OF	F TEXAS	§ §		
	OF TRAVIS	§		
Thi April, 1	is instrume 1992, by K	ntpwas agknowle . Paul Lemk	edged before m	e on the $\frac{2 \mathcal{S} }{\text{and}}$ day of
[SEAL]	Not	LANIE A. VILLARREAL lary Public. State of Texas My Commission Expires AUG. 29, 1994	Notary Publ	nic, State of Texas on Expires: 8-29-94

DOCS92a 4/17/92:cd

The undersigned, being the legal owner and holder of the Property described on Exhibit A, attached hereto and made a part hereof for all purposes, do hereby consent to and do hereby join and encumber the Property with the Covenants, Conditions and Restrictions for Champions Forest Subdivision, as executed by MV Champions Forest, Ltd., Declarant, recorded in the Real Property Records of Travis County, Texas (the "Declaration"), and do hereby acknowledge and agree that the Property shall be, and as of and after the date hereof will be, encumbered and governed by the provisions of said Declaration. This Consent and Joinder shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns, and shall be deemed a covenant running with the land. The Grantee and parties to whom this Consent and Joinder applies shall be the Champions Forest Homeowners Association, Inc., a Texas non-profit corporation and all present and future owners of lots encumbered by said Declaration.

present and rucure owners or rocs	encumbered by Said Deciaration.
EXECUTED this 25th day of _	April , 1992.
	/s/ Mila Sailes Briton Print Name: Michael Stiles Bishop
	/s/Print Name:
STATE OF TEXAS § COUNTY OF TRAVIS §	
This instrument was acknowle April, 1992, by McLaul Stills	dged before me on the Z8th day of and
[SEAL]	Notary Public, State of Texas My Commission Expires: 9-14-9
JENNY L. SMART Notary Public, State of Texas My Commission Expires Sept. 14, 1993	My Commission Expires: 9-74

DOCS92a 4/17/92:cd

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CHAMPIONS FOREST SUBDIVISION

PROPERTY OWNER: Michael 5 Bites

Block PROPERTY:

TO THE HOMEOWNER:

Please note Stewart Title Company will attach the exact correct legal description as shown on your deed, to avoid any errors. Thank you.

MV CHAMPIONS FOREST, LTD.

Reteur to: STEWART TITLE COMPANY WESTPARK 2, SUITE 225 8140 MOPAC EXPRESSWAY AUSTIN, TEXAS 78759

herri

Lot 12, Block B, of Champions Forest, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 80, Pages 222-224, of the Plat Records of Travis County, Texas.

STATE OF TEXAS

COUNTY OF TRAVES

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

AUG 5 1992



DOCS92a 4/17/92:cd FILED

92 AUG -5 PM 4: 29

DANA DE BEAUVOIR COUNTY CLERK TPAVIS COUNTY TEXAS

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

11710 1001

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts,