

*Part 1*  
K486614

043-71-1706

~~04/16/86 00239466 K486614 \$ 7.00~~  
04/09/86 00239466 K486614 \$ 9.00

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS

[CHAMPION'S POINT VILLAGE, SECTION THREE]

*111*

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

RECITALS

*9*  
*N*

- A. Under effective date November 8, 1984, Champion's Point, Ltd. ("Developer"), a Texas limited partnership, executed those certain Declaration of Covenants, Conditions and Restrictions for Champion's Point Village, Section Three ("Protective Covenants") which were recorded in the Official Public Records of Real Property of Harris County, Texas under county clerk's file no. J811036 which covered certain real property ("Property") located in Harris County, Texas more fully described as all of Champion's Point Village, Section Three, a subdivision according to the map or plat thereof recorded in Volume 328, Page 112 of the Map Records of Harris County, Texas.
- B. As of the date hereof Developer and Ryan Homes, Inc. ("Ryan") own, in the aggregate, 74 lots out of the 94 lots contained within the Property.
- C. Developer and Ryan, being the owners of more than 75% of the lots contained within the Property, desire to amend certain portions of the Protective Covenants, as is permitted by the provisions contained in Section 5 under the heading "General Provisions" in the Protective Covenants.

AMENDED PROTECTIVE COVENANTS

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

- 1. All capitalized terms used herein shall have the same meanings as are ascribed to them in the Protective Covenants, unless another meaning is specific herein.
- 2. Developer and Ryan, as Owners of 74 lots contained within the Property, do hereby amend the Protective Covenants by adding a new Section 10 under Article IV of the Protective Covenants as follows:

Section 10. Loan from Developer. In the event the annual assessment collected pursuant to this Article IV for any fiscal year is insufficient to cover the expenses of the Association for such fiscal year, then Champion's Point, Ltd. ("Developer"), a Texas limited partnership, in its sole discretion, may make an interest free loan to the Association in order to enable the Association to meet such expenses for such fiscal year. In the event Developer makes any loan to the Association pursuant to the right granted in this Section 10, then in determining the annual assessment for the next following fiscal year, the Board of Directors shall take into account the amount of such loan received from the Developer in order that the Association will have sufficient funds to repay such loan. Any loan made by the Developer to the Association pursuant to this Section 10 shall be repayable by the Association as soon as sufficient funds are available.

3. Section 5 under the heading "General Provisions" is hereby amended in its entirety to read as follows:

The covenants and restrictions of this declaration shall remain in full force and effect for a term of forty (40) from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten years, but in no event to extend beyond 21 years (less one day) after the death of the last survivor of all presently living descendants of those members of the House of Representatives of the State of Texas who held office during the 1981 Regular Session of the 67th Legislature. The owners (including Declarant) of 75% of the Lots within the Properties, by written declaration signed, acknowledged and filed for record may, however, at any time, alter, amend, terminate or extend the covenants and restrictions of this declaration, and this right shall exist as long as the then owners of 75% of the Lots within the Properties desire; provided, however, that no amendment shall be effective until and unless it has been filed for record in the Official Public

Records of Real Property of Harris County, Texas.

- 4. Except as expressly amended hereby, the Protective Covenants shall remain in full force and effect and, as amended, shall remain fully enforceable with respect to all of the Property, the present Owners of the Property and all heirs, legal representatives, successors and assigns of all such Owners.

EXECUTED the 11<sup>th</sup> day of March, 1986.

CHAMPION'S POINT, LTD.,  
A Texas limited partnership

By: Iratex Company, N.V.

By: [Signature]  
Name: Yousef PANAPOUR  
Title:

(3)  
2

RYAN HOMES, INC.

By: Rick Vornadori  
Name: RICK VORNADOR  
Title:

10

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 11<sup>th</sup> day of March, 1986, by Yousef Panapour, Attorney-in-Fact for Iratex Company N.V., a Netherlands Antilles corporation, General Partner of Champion's Point, Ltd., a Texas limited partnership, on behalf of said corporation as general partner of said partnership.

Barbara Canady  
Notary Public in and for  
The State of T E X A S

My Commission Expires: 11-22-87

BARBARA CANADY

043-71-1709

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on this 11th day of March, 1986, by Rick VORNADORE of Ryan Homes, Inc., on behalf of said corporation.

Kathy L. Thornton  
Notary Public in and for  
The State of T E X A S

My Commission Expires: \_\_\_\_\_



KATHY L. THORNTON  
Notary Public in and for the State of Texas  
My Commission Expires 1/1/88

STATE OF TEXAS }  
COUNTY OF HARRIS }

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

APR 9 1986



Quita Lockman  
County Clerk, Harris County, Texas

FILED

APR 9 4 10 PM 1986

\*Champion33 (YMR)  
3/6/86

Quita Lockman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Return to:

Michelle Denson  
Sewell & Riggs  
800 MCorp Plaza  
333 Clay  
Houston, Texas 77002