

By: Kathy Yancy
Kathy Yancy, Secretary

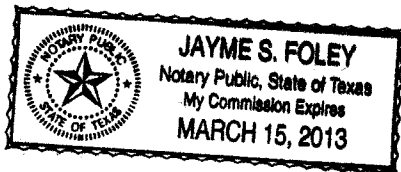
ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF TRAVIS)(

BEFORE ME, the undersigned authority, on this day personally appeared Kathy Yancy, Secretary for Champions Forest Homeowners Association, Inc., know to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed on behalf of said Association.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 7th day of FEBRUARY, 2013.



Jayme S. Foley
Notary Public, State of Texas

My commission expires: 3/15/2013

EXHIBIT "A"

PROPERTY DESCRIPTION FOR CHAMPIONS FOREST HOMEOWNERS ASSOCIATION, INC.

Champions Forest Subdivision containing 158 lots according to the recorded map or plat thereof, filed 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, 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, Page 158-159, of the Plat Records of Travis county, Texas and any other additions which are subsequently annexed thereto and made subject to the authority of the Association.

EXHIBIT "B"

RECORD OF DEDICATORY INSTRUMENTS FOR
CHAMPIONS FOREST HOMEOWNERS ASSOCIATION, INC.
PURSUANT TO PROPERTY CODE 202.006

1. ARTICLES OF INCORPORATION OF CHAMPIONS FOREST HOMEOWNERS ASSOCIATION, INC.
2. BY-LAWS OF CHAMPIONS FOREST HOMEOWNERS ASSOCIATION, INC.
3. ARCHITECTURAL COMMITTEE RULES AND DEFINITIONS FOR REVIEWS OF COMPLIANCE WITH ARTICLE IV, LAND USE AND BUILDING TYPES, OF THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&Rs)



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION OF

CHAMPIONS FOREST HOMEOWNERS ASSOCIATION, INC.
CHARTER NO. 1290266-01

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Incorporation for the above named corporation have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: November 9, 1993



John Hannah Jr.
Secretary of State

FMC

NOV 09 1993

ARTICLES OF INCORPORATION
OF
CHAMPIONS FOREST HOMEOWNERS ASSOCIATION, INC. Corporations Section

The undersigned natural person of the age of eighteen (18) years or more, acting as the incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I.

CORPORATE NAME

The name of the corporation is Champions Forest Homeowners Association, Inc., hereinafter called the "Association."

ARTICLE II.

CORPORATE STATUS

The Association is a non-profit corporation.

ARTICLE III.

DURATION

The period of duration is perpetual.

ARTICLE IV.

PURPOSES AND POWERS

This Association does not contemplate pecuniary gain or profit to its members, and the purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots and common areas within that certain real property described in that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Champions Forest Subdivision, as same shall be amended from time to time (hereinafter called

the "Amended Restrictions"), recorded in Volume 11743, Page 1928, of the Real Property Records of Travis County, Texas, and such additional properties as may be added thereto, from time to time, by annexation or as otherwise provided in said Amended Restrictions and in these Articles; and to promote the health, safety and welfare of the residents within such properties, and for these purposes the Association shall have the following powers:

- A. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Amended Restrictions, said Amended Restrictions being incorporated herein as if set forth at length;
- B. To fix, levy and collect (enforcing payment by any lawful means) all charges and assessments pursuant to the terms of the Amended Restrictions; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of business of the Association, including, for example, but not by way of limitation, all licenses, taxes or government charges levied or imposed against the property of the Association;
- C. To purchase, receive, lease or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- D. To borrow money, and, with the assent of at least two-thirds (2/3) of the total votes which the members present at the meeting to consider such matter, whether in person or by proxy, are entitled to cast, to mortgage or pledge any or all of its real or personal property as security for money borrowed or debts incurred;
- E. To engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Association; and
- F. To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs and/or expenses in connection therewith.

Further, the Association shall have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise.

ARTICLE V.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is now or which may hereafter be subject to the Amended Restrictions, shall be a member of the Association. The foregoing is not intended to

include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to, or which may hereafter be subject to, the above mentioned Amended Restrictions.

Section 2. Suspension of Membership. A member's voting rights in the Association, and that member's right to use any of the recreational facilities owned or operated by the Association, shall automatically be suspended during any period in which such member has failed to pay all or any part of any assessments or other charges levied by the Association. A member's voting rights in the Association, and that member's right to use any of the recreational facilities owned or operated by the Association, shall also be suspended during any period in which such member is in violation of any of the published rules and regulations of the Association, provided the offending member shall first be given notice of such violation by the Association and 30 days to cure such violation before the suspension shall take effect. Any member whose voting rights have been suspended shall be entitled to attend, but shall not be eligible to cast a vote at any meeting of the membership, and such members' votes shall not be included as a part of the total membership of the Association, or as a part of the membership attending such meeting, for purposes of calculating the presence of a quorum at any such meeting or for purposes of calculating the number of votes constituting a majority or super-majority voting for or against any proposition which may come before the membership.

Section 3. Property now subject to Amended Restrictions. The property which is presently subject to the Amended Restrictions, is more particularly described as follows:

Champions Forest Subdivision, a subdivision in Travis County, Texas, according to the plat thereof of record in Volume 80, Pages 222-224, 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, Plat Records of Travis County, Texas, and as Amended Plat of Lots 1, 3, 4, 7-10, and 19-22, Block "D", Champions Forest as set out in Volume 89, Pages 158-159, Plat Records of Travis County, Texas (all such property being hereinafter collectively referred to as the "Property").

Section 4. Classes of Members and Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those members who own Improved Lots. For any year, the term "Improved Lot" shall refer to those subdivided lots on the Property on which improvements have been constructed which comprise over 50% of the lot's appraised value as of January 1 of that year. Class A members shall be entitled to one vote for each Improved Lot owned.

Class B. Class B members shall be all those members who own Unimproved Lots. For any year, the term "Unimproved Lot" shall refer to any subdivided lot on the Property

that is not an Improved Lot. Class B members shall be entitled to one-fourth of one vote for each Unimproved Lot owned.

When two or more persons or entities hold undivided interests 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.

ARTICLE VI.

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The names and addresses of the persons who are to serve as directors until the election of their successors are:

Carol Reed Smoot
12018 Black Angus Drive
Austin, Texas 78727

Kenneth A. Jones
4702 Rustown Drive
Austin, Texas 78727

Sharon Newton
4700 Rustown Drive
Austin, Texas 78727

Donna K. Holt
12016 Black Angus Drive
Austin, Texas 78727

Marshall Ruzicka
4807 Misty Brook Cove
Austin, Texas 78727

ARTICLE VII.

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and

consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of at least two-thirds (2/3) of the total votes which the members present at the meeting to consider such matter, whether in person or by proxy, are entitled to cast; all subject, however, to the provisions relating to annexation as set forth in the Amended Restrictions.

ARTICLE VIII.

AUTHORITY TO MORTGAGE

After the common area has been conveyed to the Association, any mortgage by the Association of the common area, as defined in the Amended Restrictions, shall require the assent of at least two-thirds (2/3) of the total votes which the members present at the meeting to consider such matter, whether in person or by proxy, are entitled to cast.

ARTICLE IX.

AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the common area (after same has been conveyed to it) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer may be effective unless it has been approved by at least two-thirds (2/3) of the total votes which the members present at the meeting to consider such matter, whether in person or by proxy, are entitled to cast.

ARTICLE X.

DISSOLUTION

The Association may be dissolved with the assent of at least two-thirds (2/3) of the total votes which the members present at the meeting to consider such matter, whether in person or by proxy, are entitled to cast. Upon dissolution of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted to by the Association. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted to by the Association.

ARTICLE XI.

MEETINGS FOR ACTION GOVERNED BY ARTICLES VII THROUGH X

In order to take actions provided in these Articles of Incorporation, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. The presence of members and/or of proxies entitled to cast a combined twenty five percent (25%) of the votes of the membership which are eligible to vote at such meeting shall constitute a quorum. If there is not the required quorum at any meeting, another meeting may be called, subject to the notice requirement set forth above, the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. If the required quorum is not present at such subsequent meeting, another subsequent meeting may be called subject to the same notice requirement, and the required quorum at such meeting shall be one-half (1/2) of the required quorum at the preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that a quorum is not present, in person or proxy, members not present, but otherwise entitled to vote on the matters considered at such meeting, may give their written consent to the action taken at such meeting.

ARTICLE XII.

MISCELLANEOUS

Section 1. Net Earnings Not to Benefit Private Persons. No part of the net earnings of the Association shall inure to the benefit of or be distributable to its directors, officers, members, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.

Section 2. No Regular Trade or Business. No part of the activities of the Association shall be the carrying on of any regular trade or business of a kind ordinarily engaged in for profit.

Section 3. Prohibited Activities. Notwithstanding any other provision of these Articles to the contrary, the Association shall not engage in any activities not permitted a corporation exempt from federal income tax under Section 501(c)(7) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States Internal Revenue Law.

Section 4. Amendments. Amendments of these Articles shall require the assent of at least two-thirds (2/3) of the total votes which the members present at the meeting to consider such matter, whether in person or by proxy, are entitled to cast.

ARTICLE XIII.

REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is Barton Creek Plaza, Suite 151, 3755 Capital of Texas Hwy. South, Austin, Texas 78704. The initial registered agent at such address is James A. Reed.

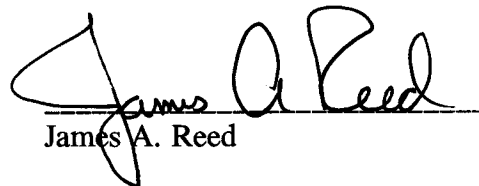
ARTICLE XIV.

INCORPORATOR

The name and address of the incorporator is as follows:

James A. Reed
Barton Creek Plaza, Suite 151
3755 Capital of Texas Hwy. South
Austin, Texas 78704

These Articles of Incorporation have been executed on this 9th day of November, 1993.


James A. Reed

BYLAWS
FOR
CHAMPIONS FOREST
HOMEOWNERS ASSOCIATION, INC.

Issued: August 31, 1993

Revised: September 14, 1993

ARTICLE I.

NAME AND LOCATION

The name of the corporation is Champions Forest Homeowners Association, Inc. hereinafter referred to as the "Association." The address of the principal office of the Association is P.O. Box 202082, Austin, Texas 78720. Meetings of Members and/or the Executive Committee may be held at such places within the State of Texas as may be designated by the Executive Committee.

ARTICLE II.

DEFINITIONS

All terms used herein shall have the meaning given in the Amended Restrictions unless expressly stated to the contrary herein:

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

"Amended Restrictions" shall mean the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Champions Forest Subdivision, as amended from time to time, establishing Champions Forest Homeowners Association in Austin, Travis County, Texas which Amended Restrictions are recorded in Volume 11743, Page 1928 of the Real Property Records of Travis County, Texas.

"Bylaws" shall mean the bylaws of the Association as amended from time to time.

"Officer" shall mean a member of the Association's Executive Committee which shall be made up of both elected officers and appointed chairpersons. Elected officers include President, Vice President, Secretary, and Treasurer. Chairpersons of the standing and ad-hoc committees shall be appointed by the President.

"Member" shall mean those persons entitled to Membership in the Association as provided in the Amended Restrictions.

"Nominating Committee" shall mean a committee formed for the purpose of nominating candidates for the office of President, Vice President, Secretary, and Treasurer as contemplated by Article IV, Section 2 of the Bylaws.

"Property" shall mean that real property described as follows:

Champions Forest Subdivision, a subdivision in Travis County, Texas, according to the plat thereof of record in Volume 80, Pages 222-224, 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, Plat Records of Travis County, Texas and as Amended Plat of Lots 1, 3, 4, 7-10, and 19-22, Block "D" "Champions Forest" as set out in Volume 89, Pages 158-159, Plat Records of Travis County, Texas.

"Lot" shall mean and refer to each portion of the Property so segregated and numerically designated as a lot on the recorded plat(s) of the Property, with the exception of the Common Area, as hereinafter defined.

"Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Developer" shall mean and refer to MV Champions Forest, Ltd. a Texas limited partnership, 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.

ARTICLE III.

MEMBERS, MEETINGS, VOTING

Section 1, Membership. Every Owner shall be a Class A or Class B Member of the Association and shall continue to be a Member for so long as he or she owns a Lot, all as more fully set out in the Amended Restrictions. The foregoing is not intended to include persons or entities holding an interest in a Lot merely as security for the performance of an obligation. Class A and Class B Membership shall be appurtenant to, and may not be separated from, the ownership of any Lot. Except as otherwise provided in these Bylaws or in the Amended Restrictions, all action to be taken or authorized by the Members shall be deemed validly taken or authorized upon adoption by vote of a majority of the Members present, in person or by proxy, at any properly called meeting at which a quorum is present, in person or by proxy. Members suspended under Section 2, Article III, shall not be counted on the membership rolls.

Section 2, Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such Member shall be automatically suspended by the Executive Committee until such assessment has been paid. Such rights of a Member shall also be suspended after thirty (30) days notice and opportunity to cure, for violation of any of the published rules and regulations established by the Executive Committee.

Section 3, Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. provided that the Executive Committee may, upon written notice to the Members, at least ten (10) days prior to the regular annual meeting date, schedule the annual

meeting date for a date not more than fourteen (14) days subsequent to the regular annual meeting date. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 4, Special Meetings. Special meetings of the Members may be called at any time by the President or by the Executive Committee, or upon the written consent of the Members who are entitled to vote one-fourth (1/4) of the votes of the eligible votes of the Membership.

Section 5, Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days but no more than thirty (30) days before such meeting to each Member entitled to vote at such meeting, addressed to each Member's address last appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 6, Quorum and Adjournment. The presence at any meeting, in person or by proxy, of Members entitled to cast twenty-five percent (25%) of the votes in the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Amended Restrictions, or these bylaws. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (50%) of the required quorum of the preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event the required quorum is not obtained at any such meeting, then members not present in person or by proxy, who are otherwise entitled to vote upon the matters considered at such meeting, may give their written consent to the action taken at such meeting and the same shall be deemed an action of the Association. Any meeting of the Association, whether annual or special, may be adjourned to another time, whether a quorum is present or not, without notice other than the announcement of the meeting, and such adjournment may be to such time, date and place as may be determined by a majority of the votes cast at such meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called.

Section 7, Proxies. At all meetings of Members on the Membership rolls, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her lot.

Section 8, Voting. Each Member on the Membership rolls shall have a vote or votes in the Association according to the number of lots owned by such Member, as set forth in Section 2.04 of Article II of the Amended Restrictions.

ARTICLE IV.

EXECUTIVE COMMITTEE

Section 1. Composition. The affairs of the Association shall be managed by the Corporate Board of Directors who are also that part of the Executive Committee consisting of President, Vice President, Secretary, and Treasurer. These four officers shall be elected by the majority vote of the Members or proxies present at the annual Meeting. The immediate past President shall also be on the Association's Board of Directors and the Executive Committee. The Chairpersons of the Standing Committees, who shall be appointed by the President, are also part of the Executive Committee.

Section 2. Term of Office. All elected members of the Executive Committee shall serve two years. The President and Secretary shall be elected on even numbered years and the Vice President and Treasurer on odd numbered years. Any elected member of the Executive Committee can, by standing for and winning reelection, succeed him(her)self. Chairpersons of the Standing or Ad Hoc Committees can serve as long as deemed appropriate by the President.

Section 3. Nomination. Nominations for election to the offices of President, Vice President, Secretary, and Treasurer shall be made by the Nominating Committee. Those nominations shall be included in the notice of the annual meeting, Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairperson, who shall be a member of the Executive Committee, and two or more other persons who shall be either non-elected members of the Executive Committee or Members at large. The Nominating Committee shall be appointed by the President prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Executive Committee as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members.

Section 4. Election. Election to the Executive Committee, as an 'elected member,' shall be by secret written ballot cast at the annual meeting. At such election, the Members or their proxies may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Amended Restrictions and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5. Removal. Any elected Officer may be removed from the Executive Committee, with or without cause, by a two-thirds (2/3) majority of the total votes which the Members present at a special meeting called to consider such matter, whether in person or by proxy, are entitled to cast. In the event of death, resignation, or removal of an Officer, his or her successor shall be elected by the remaining members of the Executive Committee and shall serve for the unexpired term of his or her predecessor. Any appointed Officer of the Executive Committee can be removed by action of the President alone.

Section 6. Compensation. No member of the Executive Committee, whether elected or appointed, shall receive compensation for any service rendered to the Association, however, any member of the Executive Committee, elected or appointed, may be reimbursed for

actual expenses incurred in the performance of duties upon written request. The Treasurer will have verification of such expenses before paying from Association funds.

Section 7. Quorum. A majority of the Executive Committee, whether elected or appointed, shall constitute a quorum for the transaction of business at any meeting of such Executive Committee. A vote of the Executive Committee members shall be valid if concurred in a majority present at a meeting.

Section 8. Action Taken Without A Meeting. The President shall have the right to take any action without a meeting which he or she could take with a meeting by obtaining written approval of all the Executive Committee. Any action so approved shall have the same effect as though taken at a meeting of the Executive Committee.

Section 9. Meetings. Regular meetings of the Executive Committee shall be held at such times and such places as the Executive Committee may determine. Special meetings of the Executive Committee shall be held when called by the President or by two (2) members of the Executive Committee, after not less than three (3) days written notice to each member, which notice may be waived by attendance at the meeting or by written waiver.

Section 10. Power. The Executive Committee, for the benefit of the Members, shall have the following powers and duties:

- a. To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon and to establish penalties for the infraction thereof.
- b. To suspend the voting rights and right to use of the Common Area facilities to a Member during and period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights shall also be suspended after thirty (30) days notice and opportunity to cure, for infraction of published rules and regulations.
- c. To exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Amended Restrictions.
- d. To declare the office of a member of the Executive Committee to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Executive Committee without just cause having been furnished and accepted by the Executive Committee.
- e. To engage the services of a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe the conditions, compensation, and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association, and,

- f. To establish, disburse and maintain a petty cash fund, as is necessary for efficiently conducting the Associations business.

Section 11. Duties. It shall be the duty of the Executive Committee:

- a. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- b. To supervise agents, and employees of this Association, and to see that their duties are properly performed;
- c. As more fully provided herein and in the Amended Restrictions:
- (1) To fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
 - (2) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and
 - (3) To take appropriate action, as deemed necessary, to collect assessments not paid within thirty (30) days after due.
- d. To issue, or cause to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Association for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- e. To procure and maintain adequate liability insurance on property owned by the Association;
- f. To cause all agents or employees having fiscal responsibility to be bonded, as it may deem appropriate; and
- g. To cause the Common Area to be maintained.

ARTICLE V

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Officers of the Executive Committee shall be the Officers of the Association.

Section 2. Term, Election And Removal The term of service, procedures for nomination, election and/or removal for Association Officers shall be the same as those for the Executive Committee. (See Article IV, Sections 2, 3, 4, and 5)

Section 3. Vacancies. The Executive Committee may, in its discretion, elect acting or temporary officers and elect officers to fill vacancies occurring for any reason whatsoever, and may in its discretion, limit or enlarge the duties and powers of any officer elected by it.

Section 4. The President. The President shall preside at all meetings of the Executive Committee and the Members, shall see that orders and resolutions of the Executive Committee are carried out, and, unless otherwise provided by the Executive Committee, shall sign all leases, mortgages, deeds, notes and other written documents that have been approved by the Executive Committee. In addition the President shall cause an audit of Association books and a review of Bylaws to be carried out each year.

Section 5. The Vice President. The Vice President shall have the powers and duties as may be assigned to him or her by the Executive Committee. In the absence of the President, the Vice President shall perform the duties of the President.

Section 6. The Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Executive Committee and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings in conformity with these Bylaws; and perform such other duties as required by the Executive Committee.

Section 7. The Treasurer. The Treasurer shall receive, and deposit in appropriate bank accounts, all money of the Association and shall disburse such funds as directed by resolution of the Executive Committee; provided however, that a resolution of the Executive Committee shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Executive Committee; shall sign all checks of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; shall prepare the annual budget and a statement of income and expenditures to be presented to Membership at its regular annual meeting, and deliver a copy of each to the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform all other duties assigned to him or her by the Executive Committee.

ARTICLE VI

COMMITTEES

Section 1. The Executive Committee may appoint a Nominating Committee, as provided in these Bylaws. In addition, the Executive Committee may appoint other committees as deemed appropriate in carrying out its purposes. Following are the Standing Committees of the Association:

- a. An Architectural Control Committee, as provided for in the Amended Restrictions, to advise the Executive Committee of possible violations of these Restrictions and recommend remedial actions which may be desired.
- b. A Special Events and Entertainment Committee to advise the Executive Committee on all matters pertaining to the recreational program and activities of the

Association and to perform other such functions as the Executive Committee determines;

- c. A Parks and Common Areas Committee to advise the Executive Committee on all matters pertaining to the maintenance, repair or improvement of the common areas owned by the Association, and to perform such other functions as the Executive Committee may determine;
- d. A Communications Committee to advise Members of all activities and functions of the Association and after consulting with the Executive Committee to make such public releases and announcements as are in the best interest of the Association;
- e. A Community Relations Committee to advise the Executive Committee of items of interest to the Association coming from other than within Champions Forest, including the City of Austin, other Community Associations and any other outside areas of interest as determined by the Executive Committee;
- f. A Grievance Committee to advise the Executive Committee of problems within the Association, its Members or other interests which, if solved, corrected or negotiated could improve internal relations;

Section 2. It shall be a function of each committee to receive complaints from Members on any matter involving Association duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to the Grievance Committee or such other committee, or Officer of the Association as is further concerned with the matter presented.

ARTICLE VII

CORPORATE SEAL

The Association may have a seal in the form prescribed by the Executive Committee.

ARTICLE VIII

ASSESSMENTS

As more fully provided in the Amended Restrictions, each Class A and Class B member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her Lot.

ARTICLE IX

MISCELLANEOUS

Section 1. Covenant to Obey Laws, Rules and Regulations. Each Member shall be subject to the Amended Restrictions and shall abide by the Bylaws and Rules and Regulations as the same are or may from time to time be established by the Executive Committee. Each member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by any governmental authority of any municipal, state, federal government having jurisdiction over the Property or any part thereof.

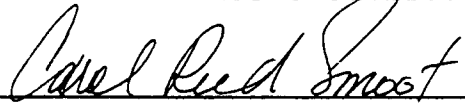
Section 2. Fiscal Year. The fiscal year of the Association shall begin on the First day of January and end on the Thirtyfirst day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 3. Amendment. These Bylaws may be amended, at a regular meeting of the Members, by a vote of two-thirds (2/3) of the total votes which the Members present at the meeting to consider such matter, whether in person or by proxy, so long as notice of the proposed Bylaw change was given to the Members at least ten (10) days in advance of the meeting.

Section 4. Conflicts. In the case of any conflict between the Articles of Incorporation and these bylaws, the Articles of Incorporation shall control, and in the case of any conflict between the Amended Restrictions and these Bylaws or the Articles of Incorporation, the Amended Restrictions shall control.

Section 5. Grammar and Gender. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make provisions hereof apply either to corporations or individual or to men or women, shall in all cases be assumed as though in each case full expressed.

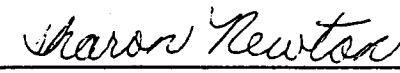
IN WITNESS WHEREOF, we being Officers of the Association and members of the Executive Committee set our hands this day of , 1993.



Carol Smoot, President



Ken Jones, Vice President



Sharon Newton, Secretary



Donna Holt, Treasurer

CHAMPIONS FOREST HOMEOWNERS ASSOCIATION

ARCHITECTURAL CONTROL COMMITTEE (“COMMITTEE”) RULES AND DEFINITIONS FOR REVIEWS OF COMPLIANCE WITH ARTICLE IV, LAND USE AND CONDITIONS, AND RESTRICTIONS (“CC&Rs”)

The following rules and definitions are intended to establish uniform interpretations and procedures, clarify terminology used within the CC&Rs, and reduce any conflicts that may arise for Owners proposing future improvements and changes to existing lots and landscaping on lots within the Association between the CC&Rs and the City of Austin zoning and/or development regulations. No provision, definition or rule provided below shall be construed to relieve any party from any other provision of state or federal law or from any provision, ordinance, rule or regulation of the City of Austin requiring a license or permit to engage in, carry on, or accomplish the proposed improvements or changes.

A. The Committee considers the following terms to have the meaning as shown below:

Attached Garage: An attached garage is considered to be a building or portion of a building in which motor vehicles are stored by the occupants of a primary residential dwelling which is attached with one or more walls common with the primary residential dwelling on a lot.

Building: A building is considered to mean any structure, either temporary or permanent, having a roof or other covering, and designed or used for the shelter or enclosure of any person, animal or property of any kind, including tents, awnings, or mobile and recreational vehicles; or a piece of work artificially built-up or composed of parts joined together in a definite manner situated on private property and used for purposes associated with a residential dwelling. The word “building” includes the word “structure”.

Dwelling: A dwelling is considered to mean a residential unit other than a travel trailer, recreational vehicle or mobile home that provides complete, independent living facilities including permanent provision for living, sleeping, eating and cooking designed for single family residential occupancy.

Fence: A fence is considered to mean a barrier composed of posts connected by boards, rails, panels or wire for the purpose of enclosing space to separate parcels of land or defining property boundary lines. The term “fence does” not include retaining walls.

Front Lot Line: A Front Lot Line is considered to mean:

- (a) for an interior lot, the lot line abutting the street;
- (b) for a corner lot, the lot line designated as the front lot line by a subdivision or parcel map, or, if none, the shorter lot line abutting a street;

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Improvement: Improvement is considered to mean the construction or reconstruction of a building, road, or driveway; the placement of a structure on land; the excavation, mining, dredging, grading, or filling of land; the removal of vegetation from land. Improvement does not include:

- (a) lawn and yard care, including mowing, gardening, tree care, and maintenance of landscaped areas;
- (b) removal of trees or vegetation damaged by natural forces;
- (c) the repair, maintenance, or installation of underground water, wastewater, gas, electric or cable utilities or installation of sprinkler systems.
- (d) the installation of rain barrels with a capacity equal to or less than 55 gallons provided only one barrel per gutter downspout is connected

Interior Lot Line: An Interior Lot Line is considered to mean a side lot line between two or more lots.

Masonry: Masonry is considered to mean that form of construction composed of brick, stone, decorative concrete block or tile, or similar building units or materials (or combination of these materials) laid up unit by unit and set in mortar. The term is considered to include the following materials:

- (a) Hard fired brick kiln fired clay or slate material; severe weather grade;
- (b) Stone includes naturally occurring granite, marble, limestone, slate, river rock or other similar hard and durable all-weather stone that is customarily used in exterior building construction; may also include cast-or-manufactured-stone product, provided that such product yields a highly textured, stone-like appearance;
- (c) Decorative concrete block, highly textured finish, such as split-face, indented, hammered, gluted, ribbed or similar architectural finish with coloration integral to the masonry material and not painted on;

Outbuildings: An Outbuilding is considered to mean a structure detached from the primary residential dwelling which is ancillary or incidental to the primary residential dwelling use. Outbuilding includes but is not limited to a shack, barn, shed, cabana, pool house, greenhouse, or cabana.

Rear Lot Line: A Rear Lot Line is considered to mean a lot line that does not abut a street or intersect with the front lot line and is the property boundary line opposite and most distant from the front street line.

Side Street Line: A Side Lot Line is considered to mean a lot line intersecting the front lot line and extending a minimum distance of 75 feet.

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B. Submittal Requirements for New Improvements and Changes to Existing Dwellings or Property

As guidelines to Owners for what should be provided to the Committee for approval of improvements, the following are suggested. The Committee reserves the right to require additional items where, in the sole opinion of the Committee, additional documentation is necessary to allow the Committee to establish that a proposed improvement is in compliance with the Covenants, Conditions, and Restrictions.

1. Antennas: Owners are reminded that radio antennas or dish-type antennas shall not be permitted on any lot. Due to developments in technology, smaller roof mounted dish type antennas will be considered by the Committee. Each request will be evaluated on a case by case basis based on the size of the roof mounted device, location on the roof, and any objections or concerns that may be raised by neighbors immediately affected by the placement of such a device.
2. Dwellings, buildings, and structures, both temporary and permanent: Plans and Specifications showing the construction and location of the proposed Improvement including a copy of the property survey showing all setbacks and easements. The location of the proposed structure must be drawn to scale on the survey. Owners are reminded that the CC&Rs require any dwelling, building and structure on corner lots must be placed at least 10 feet from any side street line and at least 40 feet from the front property line and for interior lot at least five feet from any interior lot line. Also, all setbacks must comply with those set forth in the City of Austin Zoning Ordinance if such zoning setback requirements are more restrictive.
3. Fences and Walls: Plans and Specifications showing the construction, location, materials, and height, including a copy of the property survey showing all setbacks and easements. Owners are reminded no fences or walls are allowed to extend past the front wall of the principal structure and are required to be constructed of wood and/or masonry.
4. Landscaping: The Committee will only review landscape plans proposing walls, fences, retaining walls, hedges, berms with plantings located in the front yard for sight distance obstructions as set forth in the CC&R's. Plans and specifications showing the construction, location, materials and height including a copy of the property survey showing all setbacks and easements. The location of any proposed retaining walls or berms must be drawn to scale on the survey.
5. Rain Barrels: Pursuant to Texas Property Code 202.007, Owners are allowed to install a rain harvesting system on his or her property. The Committee considers rain harvesting systems as an improvement on a lot requiring Architectural Control Committee approval when using

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barrels or other collection containers designed and connected to a gutter downspout individually or in a series that are larger in capacity than 55 gallons. Plans and specifications showing the construction, location, materials, color, dimensions and height of the rain harvesting barrels or other collection containers and any screening elements proposed including whether the proposed improvement(s) will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). Colors should be consistent with the color scheme of the Owner's house. Submittals should include a copy of the property survey showing all setbacks and easements including the how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property and drawn to scale on the survey. No rain harvesting systems of any size may be constructed or placed on property owned or maintained by the Champions Forest Homeowner's Association.

6. Retaining Walls and Drainage Projects: Plans and specifications for any proposed drainage project or improvement that would redirect the natural flow of water from one lot to another. Plans should include existing contours and proposed contours after contemplated improvements are completed. Retaining walls proposed to be located in the front and side yards must also submit plans and specifications that include materials and height including a copy of the property survey showing setbacks and easements. The location of the proposed structure must be drawn to scale on the survey.

7. Roofs: Pursuant to Texas Property Code 202.011 owners may install roof shingles that are wind and hail resistant, energy efficient, or solar generating, if the quality and appearance are comparable to other shingles used within the subdivision without approval from the Architectural Control Committee.

8. Solar Energy Device: Pursuant to Texas Tax Code 171.007 a solar energy device is defined as a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

Further, pursuant to Texas Property Code 202.010 solar energy devices are not prohibited under the CC&R's. The Committee considers solar energy devices as an improvement on a lot requiring Architectural Control Committee approval. Solar energy devices may not threaten the public health or safety, violate a law, or be located on property owned or maintained by Champions Forest Homeowner's Association. Plans and specifications showing the construction, location, materials, color and height of the solar energy device(s) and any screening elements proposed including a copy of the property survey showing all setbacks and easements must be submitted to the Committee for review. The location(s) of the proposed solar energy device(s)

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must be drawn to scale on the survey. Plans will be reviewed to ensure (a) if mounted on the roof of the home it does not extend higher than or beyond the roofline; (b) is located in a fence yard or patio unless an alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if it was located in a fenced yard or patio; (c) conforms to the slope of the roof and has a top edge that is parallel to the roofline; (d) has a frame, a support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace; (e) is not taller than the property fence line and (f) is not located within any building setback or property easement.

Approvals for installation of a solar energy device(s) will not be unreasonably withheld, however, the plans may be denied if the Architectural Control Committee determines in writing that placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making such a determination, the written approval of the proposed placement of the device(s) by all property owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

9. Swimming Pools and Spas: Plans and Specifications showing the construction and location of the proposed Improvement including a copy of the property survey showing all setbacks and easements. The location of the proposed structure must be drawn to scale on the survey. Fence details must also be provided.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

February 25 2013 05:00 PM

FEE: \$ 116.00 2013033849