

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR ESTATES AT CHAMPIONS RUN**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ESTATES AT CHAMPIONS RUN (this "First Amendment") is executed to be effective as of the 16<sup>th</sup> day of March, 1994 by Champions Estates, Ltd., a Texas limited partnership.

**RECITALS:**

A. Champions Estates, Ltd., a Texas limited partnership (the "Declarant") executed a Declaration of Covenants, Conditions, and Restrictions for Estates at Champions Run (the "Declaration") dated November 19, 1992, and recorded in Volume 5504, Page 888 and Volume 5571, Page 1833 of the Real Property Records of Bexar County, Texas.

B. As of the date hereof, Declarant owns more than 41% of the acreage of the Property. Thus, in accordance with Section 9.02(A) of the Declaration, the consent of no party other than Declarant is necessary for this First Amendment to be effective.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as set forth below.

1. Section 3.04 is deleted in its entirety and replaced by the following:

**Signs.** The Declarant and any other person or entity engaged in the construction and sale of residences within the Subdivision shall have the right during the period of construction and sale of houses in the Subdivision to construct and maintain such facilities as may be approved in writing by the Architectural Committee for such construction and sale, including, but not limited to signs, sales offices, storage areas and model units. Each lot may have one builder "for sale" sign while the house on the lot is under construction. Each builder sign must be removed from the lot within fourteen (14) days after the house is occupied. Notwithstanding the foregoing, the appearance and location of all builder signs must be acceptable to the Architectural Committee. No other real estate signs shall be allowed in the Subdivision, including but not limited to, "for sale" signs, "for lease" signs and "for rent" signs.

2. Section 3.17 is deleted in its entirety and replaced by the following:

**Temporary Structures.** No tent, shack or other temporary building, improvement or structure shall be placed upon the Property, without the prior written approval of the Architectural Committee. All temporary structures for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction, may be maintained only with the prior

approval of the Architectural Committee, approval to include the nature, size, duration and location of such structure.

3. Section 3.30 is deleted in its entirety and replaced by the following:

Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, or posting of signs or similar activities; provided, however, that such construction is pursued to completion with reasonable diligence, conforms to usual construction practices in the area and adheres to the construction schedule designed to minimize noise disturbances. Construction activity producing significant noise must be limited to Mondays through Saturdays from 8 a.m. to 6 p.m. Construction activity on Sundays must be limited to activities with a low noise output. In the event of any dispute regarding such matters, a temporary waiver of the applicable provisions may be granted by the Architectural Committee; provided, however, such waiver shall be only for a reasonable period of time as determined by the Architectural Committee in its discretion.

4. Section 3.33 is deleted in its entirety and replaced by the following:

Fuels Tanks. No butane, propane or other fuel tank (other than a small tank used for outdoor cooking) or other structure or facilities for the storage of combustible fuels shall be placed or maintained on any lot unless expressly authorized in writing by the Architectural Committee. Any such express written authorization from the Architectural Committee shall also include specific fencing requirements so such tanks will not be visible from other portions of the Property.

5. Action by Architectural Committee. Section 6.02 is deleted in its entirety and replaced by the following:

Items presented to the Architectural Committee shall be decided by majority vote of the Voting Members. The Architectural Committee's approval shall not be unreasonably withheld or delayed. If the Architectural Committee fails to respond in writing to a request for approval specifying its objections within twenty (20) business days, such approval shall be deemed to have been given.

6. Section 6.08 is deleted in its entirety and replaced by the following:

Review of Proposed Construction by Architectural Committee of Estates at Champions Run. Whenever in this Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications and the identity of the builder that Owner proposes to employ to construct said Improvement or the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the clearing of any Lot or the commencement of any construction of any Improvement on the Property or any portion thereof, two (2) copies of the Plans and Specifications therefore and identity of the builder shall be submitted to the Architectural Committee and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications and builder in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications and the builder submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration, or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications and builder approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications and builder submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of two (2) copies of the Plans and Specifications and any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications and builder submitted for approval. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, roof design, exterior finishes and materials and similar features as to be incompatible with residential development within the property or is otherwise not acceptable to the Architectural Committee. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence, and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement nor shall its approval of any Plans or Specifications or builder be deemed approval thereof from the standpoint of structural safety, engineering soundness or conformance with building or other codes.

7. Section 6.14 is deleted in its entirety and replaced by the following:

Address. Plans and Specifications shall be submitted to the Architectural Committee at 3321 Bee Cave Road, Suite 300, Austin, Texas 78746, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

8. Section 8.01 is amended to add the following sentence to the end of the section:

In the event any Person acquires two adjoining Lots for the purpose of constructing a single residence on the combined Lot, Declarant reserves the right to vacate and abandon the right of way and easement for public utility purposes, provided for herein, along the common boundary between the Lots.

9. Section 9.09 is deleted in its entirety and replaced by the following:

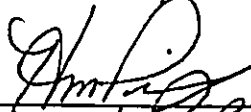
Relationship to First Amended and Restated Stone Oak Master Plan. The Declaration and the First Amendment are expressly subject to the First Amended and Restated Stone Oak Master Plan recorded in Volume 4361, Page 617 of the Bexar County, Texas Real Estate Records ("Stone Oak Plan"). In the event the terms, conditions and restrictions set forth in the Stone Oak Plan, the terms, conditions and restrictions set forth in the Declaration or the First Amendment conflict with or are deemed to conflict with the terms, conditions and restrictions set forth in the Stone Oak Plan shall control in all instances. To the extent any other terms, conditions or restrictions set forth in the Declaration or the First Amendment are more restrictive than those set forth in the Stone Oak Plan or there are not similar restrictions set forth in the Stone Oak Plan, then such restrictions shall not be deemed to be in conflict with the Stone Oak Plan and shall be enforceable as set forth herein.

10. The Declaration remains in full force and effect except as amended hereby. All capitalized terms not defined herein shall have the same meaning set forth in the Declaration.

EXECUTED to be effective as of the date first written above.

**CHAMPIONS ESTATES, LTD.,**  
a Texas limited partnership

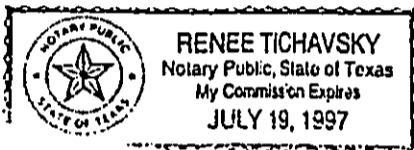
By: Sutco, Inc.,  
a Texas corporation

By:   
Name: H. M. PIKE, JR.  
Title: PRESIDENT

YOL 6029 PG 1932

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on this 31<sup>st</sup> day of March, 1994, by H.M. Pike, Jr., the President of Sutco, Inc., a Texas corporation, and general partner of Champions Estates, Ltd. on behalf of said limited partnership.



Renee Tichavsky  
Notary Public, State of Texas

Renee Tichavsky  
Printed/Typed Name

My Commission Expires:  
July 19, 1997

AFTER RECORDING RETURN TO:

The Sutton Company  
Attn: Renee Tichavsky  
3321 Bee Caves Rd #300  
Austin, TX 78746

au940670029  
rn74.wp  
031094map1  
S7534 09200 CIAM

VOL 6029 Pg 1933

EXHIBIT "A"  
LAND DESCRIPTION

Tract I:

Lots 1 through 125, both inclusive, Block 1, Champions-Unit 1 Stone Oak, Planned Unit Development, an addition in Bexar County, Texas, according to the map or plat thereof recorded in Volume 9522, Page 179-187, Deed and Plat Records of Bexar County, Texas.

Tract II:

Metes and Bounds Description for  
a 73.186 Acre Tract of Land

Being a 73.186 acre tract of land out of the following: Deaty, Seale & Forward Survey #1, Abstract #115, Abstract #946; L.C. Gruhaus Survey #12, Abstract #930; out of a 1,501.995 ac. tract recorded in Volume #6506, Pages 821-822; out of a 1,379.411 ac. tract recorded in Volume 6693, Pages 981-983 of the Deed and Plat Records of Bexar County, Texas;

Said 73.186 acre tract being more particularly described as follows:

- BEGINNING: At a point on the east R.O.W. line of Evans Rd. with its intersection with the south R.O.W. line of Champlons Street said point of beginning also being the southwest corner of a plat whose name bears Champlons-Unit 1 as recorded in Volume 9522, Page 180 Deed and plat Records, Bexar County, Texas;
- THENCE: With the south R.O.W. line of said Champlons Street the following:  
N 36° 38' 36" E, 31.32 feet to a point for a corner;
- THENCE: N 81° 38' 36" E, 245.72 feet to a point for a corner,
- THENCE: S 53° 21' 24" E, 21.21 feet to a point for a corner,
- THENCE: N 81° 38' 36" E, 50.00 feet to a point on the east R.O.W. line of Champlons Run to a point for a corner;
- THENCE: N 08° 21' 24" W, 101.00 feet along the east R.O.W. line of Champlons Run to a point for an interior corner;
- THENCE: N 81° 25' 55" E, 713.00 feet continuing along the south line of said Champlons-Unit 1 Subdivision Plat to a point for a corner; said corner also being the southwest corner of Lot 80 of the above mentioned subdivision;
- THENCE: S 81° 06' 05" E, 150.00 feet continuing the south line of said Champlons Unit-1 Subdivision Plat to a point for a corner, said corner also being the southwest corner of Lot 80 of the above mentioned subdivision;
- THENCE: S 64° 00' 25" E, 215.43 feet continuing along said south line to a point for a corner;

- THENCE: S 52° 05' 39" E, 197.61 continuing along said south line of said Champions Unit-1 Subdivision to a point for a corner, said corner also being the southeast corner of Lot 79 of the above mentioned subdivision;
- THENCE: N 39° 10' 44" E, 22.15 feet along the south line of said subdivision plat said south line also being the south lot line of Lot 78;
- THENCE: S 68° 24' 25" E, 67.19 feet along the south line of lot 78 to a point for a corner, said corner also being the northeast corner of this tract;
- THENCE: S 01° 24' 25" E for a distance of 685.00 feet to a corner;
- THENCE: S 63° 05' 35" W for a distance of 505.00 feet to a corner;
- THENCE: S 24° 34' 25" E for a distance of 187.70 feet to a corner;
- THENCE: S 02° 43' 35" W for a distance of 514.77 feet, to a corner;
- THENCE: S 45° 34' 43" W for a distance of 1,050.11 feet, to a corner;
- THENCE: N 60° 38' 32" W for a distance of 91.79 feet, to a corner;
- THENCE: N 42° 42' 34" W for a distance of 265.38 feet, to a corner;
- THENCE: N 32° 00' 19" W for a distance of 235.85 feet, to a corner;
- THENCE: N 42° 12' 26" W for a distance of 290.26 feet, to a corner;
- THENCE: N 65° 25' 25" W for a distance of 15.43 feet, to a point in the east R.O.W. line of an 86 ft. north/south secondary arterial known as Evans Rd.;
- THENCE: N 01° 37' 30" W, 832.15 feet along the east R.O.W. line of Evans Rd. to a point of curvature;
- THENCE: 507.04 feet along a curve to the right continuing along the east R.O.W. line of Evans Rd. having a central angle of 18° 46' 06", a radius of 1547.88 feet, and a tangent of 255.81 feet to a point of tangent;
- THENCE: N 17° 08' 37" E, 129.24 feet continuing along said east R.O.W. line of Evans Rd. to a point of curvature;
- THENCE: 207.19 feet along a curve to the left continuing along the east R.O.W. line of Evans Rd. having a central angle of 07° 13' 31", a radius of 1643.00 feet and a tangent of 103.73 feet to the POINT OF BEGINNING and containing 73.186 Acres (3,187,960.42 sq. ft.) of land, more or less.



Leo L. Rodriguez, Jr. R.P.L.S. 2448  
September 15, 1992

Job No. 92713

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

STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Bexar County, Texas on:

APR 13 1994



*Robert D. Green*  
COUNTY CLERK BEXAR CO.

Filed for Record in:  
BEXAR COUNTY, TX  
ROBERT D. GREEN/COUNTY CLERK

On Apr 08 1994

At 3:53pm

Receipt #: 34567  
Recording: 15.00  
Doc/Inst: 6.00  
Doc/Num: 94-0064171  
Deputy -Janie Sanchez