

Declarations of Covenants, Conditions and Restrictions Applicable to the Estates of Champions Run Architectural Review Committee.

The following is a compilation of the Declarations of Covenants, Conditions and Restrictions applicable to the Estates of Champions Run Architectural Review Committee. The following resources are quoted throughout:

Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Estates of Champions Run, First Amendment to Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Estates of Champions Run, Second Amendment to Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Stone Oak Master Plan (Second Amended and Restated).

Architectural Review Committee.

Architectural Review Committee as designated in the Stone Oak Master Plan and the Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Each of the following applicable documents uses slightly differing names for the Architectural Review Committee or Architectural Committee: Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run; Estates of Champions Run, First Amendment to Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run; Estates of Champions Run, Second Amendment to Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.; and, the Stone Oak Master Plan (Second Amended and Restated).

Membership and Operation of the Architectural Review Committee.

“ARTICLE VI ARCHITECTURAL COMMITTEE

6.01 Membership of the Architectural Committee. The Architectural Committee shall consist of not less than one (1) and not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant, its successors or assigns deem appropriate. The initial voting members of the Architectural Committee shall be Sylvia Spertus, H. M. Pike, Jr. and Stephen S. Baumgardner,” Estates of Champions Run, First Amendment to Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“6.02 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. “ Estates of Champions Run, First Amendment to Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run. [Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by majority vote or the Voting Members. The Architectural Committee's approval shall not be unreasonably withhold or delayed. If the Architectural Committee fails to respond in writing to a request for approval specifying its objections within ten (10) business days, such approval shall be deemed to have been given.] (Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.)

“6.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.04 Term. Each member of the Architectural Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed as provided herein.

6.05 Declarant's Right of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Committee.

6.06 Adoption of Rules. The Architectural Committee may adopt any procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including, but not limited to, a building code, a fire code, a housing code and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any Owner, including Declarant, at its sole expense and/or the Board may seek any of the remedies set forth herein in default of this Declaration.

6.07 Review of Proposed Construction by Stone Oak Architectural Review Committee. Prior to any review by the Architectural Committee, the approval of Stone Oak Architectural Review Committee, if required, shall be obtained.

6.08 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.” Estates of Champions Run, First Amendment to Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

[Review of Proposed Construction by Architectural Committee of Estates of 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, 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 net 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 In it by the aboard, 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 the builder submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of 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 or such landscaping, color schemes, 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.]

“6.09 Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and such variance is justified due to unusual or aesthetic considerations, topographic considerations, or other similar circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by an authorized representative of the Architectural Committee. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof. Notwithstanding any provision herein to the contrary, no variance shall be granted to (i) permit a residence or less than twenty-six hundred square feet, as calculated pursuant to Section 3:25, to be constructed on any Lot, or (ii) permit a residence to have less than seventy-five percent (75%) of its exterior walls of masonry construction, as calculated pursuant to Section 3.26 above,

6.10 Actions of the Architectural Committee Members. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one (1) or two (2) of its members: or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation the vote of a majority of all of the members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee.

6.11 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.12 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

6.13 Nonliability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out or their being in any way connected with the performance of the Architectural Committee's or the board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its member of the board or its member, as the case may be. Neither the Architectural Committee nor the members thereof shall be liable to any Owner due to the construction of any improvement within the Property.

6.14 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.” Estates of Champions Run, First Amendment to Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run. [Plans and Specifications shall be submitted to the Architectural Committee at 3610 Bee Caves Road. Suite 206, Austin, Texas 78746. or such other address as may be designated by Declarant, its successors and assigns, from time to time.] (Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.).

“6.15 Fees. The Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

6.16 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Committee and upon written request by the Owner of a Lot, the Architectural Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, the Plans and Specifications on file with the Architectural Committee pursuant to which the Improvements were made, and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Committee of the actual construction of the Improvements or of the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Committee of the construction, workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.” Article VI, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“All lots are also subject to the applicable covenants, conditions and restrictions of the neighborhood in which the lot is located. The more restrictive of the covenants, conditions and restrictions contained in the Master Plan, as amended from time to time,

or the applicable neighborhood governing documents shall control.” Article Z, Stone Oak Master Plan (Second Amended and Restated).

Conflict in Interpretation of Stone Oak Master Plan and Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“All lots are also subject to the applicable covenants, conditions and restrictions of the neighborhood in which the lot is located. The more restrictive of the covenants, conditions and restrictions contained in the Master Plan, as amended from time to time, or the applicable neighborhood governing documents shall control.” Article Z, Stone Oak Master Plan (Second Amended and Restated).

Grant of authority to and Limitation of the Authority of the Architectural Review Committee of the Estates of Champions Run over Construction and Improvements.

“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.” Estates of Champions Run, First Amendment to Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“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 to be pursued to completion with reasonable diligence and conform to usual construction practices in the area. In the event that 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 the

reasonable period of such construction.” Article 3.30, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee.” Article 3.07, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.” Article 3.08, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Committee.” Article 3.09, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“A. All improvements including, without limitation, all buildings, structures (temporary or permanent), fences, landscaping, irrigation systems, tent canopy, awning, or any other thing or object (“improvements”) constructed, placed, replaced or located on any lot must comply with all applicable covenants, conditions and restrictions of the neighborhood in which the lot is located, all code requirements of the City of San Antonio, and all applicable laws.” Article VI, Stone Oak Master Plan (Second Amended and Restated).

“B. If, after the submission of any architectural design, requests for variance or construction plans to the Architectural Review Committee, the Architectural Review Committee fails to approve or disapprove such plans within the time provided in Attachment B, the approval of the Architectural Review Committee shall be deemed to be fully complied with.” Article VI, Stone Oak Master Plan (Second Amended and Restated).

“C. The Architectural Review Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any design restriction herein that may be vague, indefinite, uncertain or capable of more than one interpretation.” Article VI, Stone Oak Master Plan (Second Amended and Restated).

“D. Individual property owners shall have the right to bring a perceived violation of the Stone Oak General Development Controls and General Deed Restrictions to the attention of the Architectural Review Committee. If the Architectural Review Committee does not take action within thirty (30) days of receipt of a complaint based upon a perceived violation, then that individual has the right to present the complaint to the Project Planning Committee for its review. If the individual does not agree with the Project Planning Committee’s opinion on the alleged violation, then, and only then, shall such individual have the right to pursue a remedy in a court of law, at the individual’s own

expense and on his own time. Any homeowners association located within Stone Oak may pursue corrections of any violation of any General Deed Restriction within LDA, LDB, and LDC [single family residences] designated areas without first presenting a complaint to the Architectural Review Committee or Project Planning Committee.” Article VI, Stone Oak Master Plan (Second Amended and Restated).

“E. Members of the Architectural Review Committee and their representatives shall not be liable to any person subject to, processing, or claiming the benefits of these deed restrictions for any damage or injury to property. Nor shall the members of the Architectural Review Committee or their representatives be liable for damage or loss arising out of their acts or failures to at hereunder. It is understood and agreed that any remedy shall be restricted to injunctive relief and no other.” Article VI, Stone Oak Master Plan (Second Amended and Restated).

“F. The Architectural Review Committee shall not be entitled to any compensation for services rendered pursuant to these restrictions” Article VI, Stone Oak Master Plan (Second Amended and Restated).

“G. The Architectural Review Committee shall also have full power to enforce all of the General Deed Restrictions subject to and in accordance with the procedures set forth in Attachment B.” Article VI, Stone Oak Master Plan (Second Amended and Restated).

“All lots in the LDA, LDB, and LDC designated areas shall be used for single-family residential purposes only. No owner shall occupy or use a lot or any improvements constructed thereon, or permit the same or any part thereof, to be occupied or used for any purpose other than as a private residence for the owner or the owner’s family, guests and/or tenants, except as otherwise provided by applicable law.” Article VII, Stone Oak Master Plan (Second Amended and Restated).

Jurisdiction over Repairs and Maintenance versus Construction and Improvements.

“Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Committee.” Article 3.09, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Appeal of Decision and Remedies at Law.

“D. Individual property owners shall have the right to bring a perceived violation of the Stone Oak General Development Controls and General Deed Restrictions to the attention of the Architectural Review Committee. If the Architectural Review Committee does not take action within thirty (30) days of receipt of a complaint based upon a perceived violation, then that individual has the right to present the complaint to the Project Planning Committee for its review. If the individual does not agree with the Project

Planning Committee's opinion on the alleged violation, then, and only then, shall such individual have the right to pursue a remedy in a court of law, at the individual's own expense and on his own time. Any homeowners association located within Stone Oak may pursue corrections of any violation of any General Deed Restriction within LDA, LDB, and LDC [single family residences] designated areas without first presenting a complaint to the Architectural Review Committee or Project Planning Committee." Article VI, Stone Oak Master Plan (Second Amended and Restated).

Dwelling Size.

"Unless such requirement is expressly waived in writing by the Architectural Committee, any single family dwelling constructed on a Lot must have a floor area of not less than 3000 square feet, exclusive of open and closed porches, terraces, patios, balconies, driveways, and garages, This requirement will only be waived by the Architectural Committee in unusual circumstances where the property or other characteristics of the Lot do not reasonably enable compliance with this requirement and will not be varied below 2600 square feet." Article 3.25, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Outbuildings.

"Every outbuilding (including, without limitation, such structures as storage buildings, greenhouses and children's playhouses) shall be compatible with the design of the appurtenant dwelling and shall be constructed of the same exterior materials. All such outbuildings shall be subject to the written approval of the architectural review committee of the neighborhood in which the lot is located prior to erection or installation. In no instance shall an outbuilding exceed one story in height or, with the exception of detached garages, have total floor area in excess of 10% of the floor area of the main dwelling." Article VII, section A, Stone Oak Master Plan (Second Amended and Restated).

Unfinished Structures.

"No structure shall remain unfinished for more than one (1) year after the time has been commenced." Article 3.28, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Identification of Lots.

"The house number for each single family residence shall be located on a stone or masonry structure of a type, constructed of materials, and placed in a location approved by the Architectural Committee, the number shall be illuminated by an electric lighting fixture approved by the Architectural Committee." Article 3.32, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Dwelling Height.

“The Architectural Committee shall approve the height of all single family dwellings prior to their construction on a lot.” Article 3.37, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Masonry.

“Residences located on all Lots shall have a minimum of eight-five percent (85%) of their exterior walls of stone or masonry construction. In computing these percentages (1) all gables shall be excluded from the total area of exterior walls: (2) all windows and door openings shall be excluded from the total area of the exterior walls: and (3) stone and masonry used on fireplaces, chimneys and walls of an attached garage may be included in the computation as stone or masonry used.” Article 3.26, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“All dwellings constructed on the property shall be built in place on the Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Committee.” Article 3.27, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“The exterior walls of the main residence buildings constructed on any lot shall be composed of at least 75% (configured as a $\frac{3}{4}$ wraparound) masonry or masonry veneer, said percentages to apply to the aggregate area of all exterior walls. Doors, windows and similar openings shall be included as contributing to the minimum masonry requirements. The minimum masonry requirement specified shall apply to only the lower floor of a two-story dwelling. The $\frac{3}{4}$ wraparound configuration requires 100% masonry on the front wall and each adjacent side wall of a single-story residence and the lower floor of a two-story residence. Masonry or masonry veneer shall include stucco, brick, or rock. Synthetic or prefabricated masonry and synthetic or prefabricated masonry veneers or panels are prohibited. Notwithstanding the foregoing, the Architectural Review Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material and the resulting structure will not detract from the general appearance of the neighborhood and project.” Article VII, section B, Stone Oak Master Plan (Second Amended and Restated).

Window Materials.

“All windows on all Improvements in the Subdivision shall utilize only clear or lightly tinted, nonreflective glass.” Article 3.36, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Fences, walls or hedges.

“No fence, of any sort, shall be constructed on any Lot without the Architectural Committees prior written approval of design, material and construction. In order to obtain such approval, complete plans and specifications for any proposed fence must be submitted to, and approved in writing, by the Architectural Committee. The Architectural Committee may, in its discretion, prohibit the construction of any fence, or specify the materials of which any fence must be constructed, or require that any other proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property.” Article 3.21, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“All fences shall be subject to approval by the Architectural Review Committee. . . . no fence, wall or hedge shall be built or maintained forward of the front wall line of the main structure other than decorative walls or fences which are a part of the architectural design of the main structure. No such decorative walls or fences may be built or maintained nearer street than the building setback line of any adjacent lot, except retaining walls not to exceed 24 inches above the ground. Notwithstanding the foregoing, the Architectural Review Committee is empowered to waive this height limitation, if, in its sole discretion, such waiver is advisable.

No permanent chain-link, metal cloth or agricultural wire fences may be built or maintained on the perimeter of any lot which would be visible from a public street other than temporary erosion control fencing or barrier during construction. Such temporary erosion control fencing or barrier must be removed upon substantial completion of the project as determined by the Architectural Review Committee.

No fence or wall shall be built or maintained which exceeds a height of 6 feet above the existing ground level.

All fencing or walls shall be built in a manner that is in harmony with the neighborhood in which they are constructed.

No fence, wall, hedge or shrub or other planting which, in the opinion of the Architectural Review Committee, obstructs sight lines shall be placed or permitted to remain (i) on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or (ii) on any rounded property corner from the intersection of the street line extended. The same sight line limits shall apply on any lot within 10 feet from the intersection of street property lines from the edge of any driveway No tree shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.” Article VII, section C, Stone Oak Master Plan (Second Amended and Restated).

Driveways.

“All driveways shall be surfaced with concrete or other similar hard-surfaced material. No asphalt driveways shall be permitted. The design and finish of all driveways shall be

in harmony with the neighborhood in which they are constructed as determined and approved by the architectural review committee. . . .” Article VII, section D, Stone Oak Master Plan (Second Amended and Restated).

Temporary Structures, Tents, Mobile Homes, Trailers and R.V.’s.

“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.” Estates of Champions Run, First Amendment to Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers, horse or cattle trailers, or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than seventy (72) hours.” Article 3.20, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“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; provided, however, that temporary structures necessary for storage or tools and equipment, and for office space for architects, builders and foremen during actual construction, may be maintained with the prior approval of Declarant, approval to include the nature, size, duration and location of such structure.” Article 3.17, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No canopy, awning or other similar temporary cover shall be placed at any time on any unimproved property or on any improved property between the dwelling constructed on the property and the street. Any canopy, awning or other temporary cover placed to the rear of the main building constructed on the property must comply with all applicable setback requirements and must be removed within seventy-two (72) hours of erection. No structure of a temporary character (such as a trailer, tent, shack, garage, barn or other outbuilding) shall be placed or used on any lot at any time unless otherwise approved by the Architectural Review Committee. A structure or cover shall be deemed to be of a temporary character if, by either its use or construction, it is not intended to be permanently affixed to the real property as determined by the Architectural Review Committee. In no event shall any kind of temporary structure be used as a temporary or permanent residence. No temporary structure, trailer, camper or similar vehicle shall at any time be connected to utilities situated within a lot. No dwelling previously constructed elsewhere may be moved onto any lot in the subdivision controlled by these design restrictions. These restrictions specifically preclude the use or placement of mobile homes, manufactured housing units, and industrial housing on any lot regardless of whether or not (i) the wheels have been removed, or (ii) the home or housing unit has

been placed on a concrete slab.” Article VII, section E, Stone Oak Master Plan (Second Amended and Restated).

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.” Estates of Champions Run, First Amendment to Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No signs of any character shall be allowed on any Lot except one professional sign for Lot identification purposes; provided, however, that the Declarant and any other person or entity engaged in the construction and/or sale of residences within the Subdivision shall have the right, during the period of development, construction, and sale of houses in the Subdivision, to construct and maintain such facilities as may be reasonably necessary or convenient for such Construction and sale, including. But not limited to, signs, sales offices, storage areas, and model units. Each lot may have one ‘for sale by owner’ sign of less than four square feet in size. Notwithstanding the foregoing, the appearance and location of all signs must be acceptable to the Architectural Committee.” Article 3.04, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No signs of any kind, permanent or temporary, may be displayed to public view on any single-family residential lot except the following, all of which are subject to approval by the Architectural Review Committee:

1. On sign of not more than four feet (4’) in height and three feet (3’) in width for the purpose of advertising such property for sale or lease during the construction/sale/lease period may be located on a property. Such permitted sign shall include any sign used by the developer, builder, broker or realtor to advertise property within a subdivision during the construction/sale/lease period but must be removed within one week following the closing of the sale or lease pertaining to the subject lot. . . . As used herein, the term ‘signs’ shall include, without limitation, any form of display used to advertise or promote the property by any developer, builder, owner or any other party. Flags (other than standard United States or Texas flags), balloons, banners, inflatable signs, live signs (whether held or in any way attached to a human or animal), animated signs, or other similar

displays are prohibited.” Article VII, section F, Stone Oak Master Plan (Second Amended and Restated).

Dates and Time of Construction Activity.

“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.” Estates of Champions Run, First Amendment to Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“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 to be pursued to completion with reasonable diligence and conform to usual construction practices in the area. In the event that 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 the reasonable period of such construction.” Article 3.30, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Lot Maintenance, Lawn Maintenance and Landscaping.

“No fence, wall, hedge, shrub, or tree planting which obstructs sight lines at elevations between three (3) and six (6) feet above the surface or any street or roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of such intersecting streets and a line connecting such curb lines at points twenty-five (25) feet from their intersection, or, in the case of a rounded corner, from the intersection of the curb lines as extended. The same sight line limitations shall apply on any Lot within ten (10) feet of the intersection or a street curb line and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six (5) feet

above ground level. Anything herein to the contrary notwithstanding, the Architectural Committee may allow a ten (10) foot setback from a side street and a ten (10) foot front setback from a side street if the Architectural Committee, in its sole discretion, so elects. No tree (other than mountain Juniper) having a trunk with a diameter of six inches (6") or larger shall be removed from any Lot without the consent of the Architectural Committee." Article 3.23, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“

- a. In the event the Owner of any Lot shall fail to maintain such Lot and the Improvements situated thereon in a neat and orderly manner, the Association, acting through the Architectural Committee, its agents and employees, shall have the right to enter upon said (cut and to repair, maintain and restore the Lot and exterior of any and all buildings and other Improvements erected thereon, all at the expense of Owner.
- b. The Owner of the Lot adjoining a Creek bed shall maintain the Creek bed and banks free of debris and, if the Owner shall fail to do so, the Association shall have said area maintained at the expense of the Owner. "Creek bed," as used in this paragraph, shall mean that property lying between the centerline or a creek to the far line or the drainage easement, if any, on the Lot, or if no drainage easement exist, then that property lying between the center line or the creek to the top of the creek bed. Anything to the contrary contained in this paragraph notwithstanding, all Creek bed maintenance performed by an Owner, or by the Association, shall be performed in accordance with all applicable governmental regulations and ordinances.
- c. All non-native plants, shrubs, trees, grass, and landscaping on a Lot shall be maintained and trimmed and neat condition at all times. In the event the owner or a Lot fails to properly maintain such landscaping, the Association shall be entitled to do so, at the Owner's expense.
- d. The Architectural Committee shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot, and the Architectural Committee shall have the absolute discretion and authority to determine the necessity for required maintenance of Lots within the Subdivision. No unsightly Lots shall be permitted at any time." Article 3.24, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“Grass, weeds and vegetation on each lot shall be kept mowed and trimmed in regular intervals. Weeds and grass shall be removed regularly from all beds and planting areas so as not to become unsightly. All shrubs and trees shall be trimmed, and all dead branches removed, as needed to maintain an acceptable appearance. Dead trees, shrubs,

vines and plants shall be promptly removed from the property and replaced as needed to maintain an acceptable appearance of the lot. All landscaping shall be properly maintained, fences and structures shall be repaired and maintained, and no visible objectionable or unsightly usage of lots publicly visible shall be permitted. All lots shall be maintained in a manner that is in harmony with the neighborhood in which it is located as determined by the Architectural Review Committee and/or the architectural control committee of the neighborhood in which it is located.” Article G, Stone Oak Master Plan (Second Amended and Restated).

“While such lot is unoccupied or has been abandoned, the Project Planning Committee, at its option, may have dead trees, shrubs, plants, debris and garbage removed from the lot, may have the grass, weeds, and vegetation mowed when and as often as is deemed necessary, and may have the lot treated for insects or rodents as needed to prevent a health hazard. The Project Planning Committee, at its option, may also remove from a lot any excess building materials or building refuse, the presence of which is in violation of this covenant. Subject to notice required by applicable law, the owner of such lot shall be obligated to reimburse the Project Planning Committee upon demand for the cost of any such maintenance or removal. If not reimbursed within 4 weeks of the performance of said removal or maintenance, the Project Planning Committee may place a lien upon that property for the cost of the work performed plus reasonable attorney’s fees, costs and expenses.” Article G, Stone Oak Master Plan (Second Amended and Restated).

Building Materials.

“No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence improvements, and thereafter such material shall be placed within the property lines of the lot upon which the improvements are being erected unless written permission for placement of materials is obtained from the owner of the adjoining lot. No materials shall be placed on the street or between the curb and the property line.” Article VI, section A, Stone Oak Master Plan (Second Amended and Restated).

“Building materials shall not be stored on any lot except as needed during construction of any improvements upon such lot, and any buildings refuse and excess materials not needed for construction shall promptly be removed from such lot. The maximum time allowed for storage of construction materials on any single lot shall be five months from the time the material is first placed on the lot.” Article G, Stone Oak Master Plan (Second Amended and Restated).

Utility Easements.

“No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Committee; provided,

however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other improvements which have been previously approved in writing by the Architectural Committee. The installation method, including, but not limited to, location, type of installation for both temporary and permanent utilities shall be subject to review and approval by the Architectural Committee.” Article 3.11, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“Within these easements, no structure, improvement, planting, landscaping or other material may be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities. In the case of drainage easements, there shall be no structure, improvement, planting, landscaping or other material which may change the direction of water flow through drainage channels in such easement.” Article H, Stone Oak Master Plan (Second Amended and Restated).

Vehicles (Cars, trucks, boats, and trailers) and Equipment.

“No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have garage space sufficient to house at least two (2) vehicles. Lot Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse, trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.” Article 3.19, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No trailer, recreational vehicle, camper, boat, tent, or other such vehicle or equipment, nor any stripped down wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the front yard or street in front of the building line of any permanent structure. Except for temporary parking contemporaneously with loading or unloading, any such equipment or vehicle shall be kept, parked, stored or maintained on other portions of the lot only within an enclosed structure or screened area which prevents the view from adjacent lots or streets. No dismantling, maintenance, repair or assembling of motor vehicles, boats, trailers, or other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a

street. No commercial vehicle of 1 (one) ton or greater load capacity shall be parked on any lot or street except within an enclosed structure or a screened in area which prevents any view thereof from adjacent lots and streets, unless such vehicle is temporarily parked (for a period not to exceed 24 hours) for the purpose of serving such lot. Any vehicle not used for regular day-to-day transportation shall be parked or stored only in an enclosed garage or in a rear yard screened from view.” Article I, Stone Oak Master Plan (Second Amended and Restated).

Service Areas, Clothes Lines, and Bulk Trash.

“Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse, trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.” Article 3.19, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Cutting Down Trees.

“No tree (other than mountain Juniper) having a trunk with a diameter of six inches (6") or larger shall be removed from any Lot without the consent of the Architectural Committee.” Article 3.23, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Nuisances and Noise.

“No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the property or to its occupants.” Article 3.06, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood and/or the residents immediately adjacent to such lot. The Project Planning Committee shall be the sole judge as to whether the activity created an annoyance or nuisance.” Article J, Stone Oak Master Plan (Second Amended and Restated).

“No owner or occupant shall perform any act or any work that will impair the structural soundness or integrity of another residence or impair any easement. Nor shall the owner or occupant do any act or allow any condition to exist which will adversely affect the other residences or owners.” Article J, Stone Oak Master Plan (Second Amended and Restated).

“No exterior speakers, horns, whistles, bells or other sound devices shall be placed or used upon any lot without the prior written approval of the Architectural Review Committee, with the exception of security devices such as entry door and patio intercoms used exclusively to protect the lot and improvements situated thereon or exterior speakers or other sound devices used at the entry gate of any subdivision.” Article J, Stone Oak Master Plan (Second Amended and Restated).

Garbage and Refuse.

“No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at times in covered containers, and such containers shall be kept within enclosed structures or appropriately screened from view.” Article 3.05, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pick up or street pick up. No trash cans, garbage bags or other refuse shall be placed for pick-up any earlier than the evening before the garbage pick-up day and must be promptly removed after pick-up. All trash cans or refuse containers must be screened from view when not set-out for pick-up.” Article K, Stone Oak Master Plan (Second Amended and Restated).

Pets.

“No animals, including pigs, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of each words may be kept, maintained or cared for on the Property, No more than 2 adult dogs and 2 adult cats may to kept on a single lot. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, cared for, kept or boarded for hire or remuneration on the Property and no kennels or breeding operation shall be allowed. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste td all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Committee, shall be a reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.” Article 3.22, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for cats and dogs or other generally recognized household pets. No animal of any kind may be kept, bred or maintained for any commercial purposes. Not more than 2 dogs and 2 cats may be kept on any single lot.” Article L, Stone Oak Master Plan (Second Amended and Restated).

“All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Project Planning Committee. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose, barking excessively, disturbing or becoming nuisances to other residences. The Project Planning Committee shall be the sole judge as to whether any pets violate this restriction.” Article L, Stone Oak Master Plan (Second Amended and Restated).

Oil and Mining.

“No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for, or removing, developing or refining oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth.” Article 3.18, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. Unless otherwise allowed by law, no tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground except for an approved public water supply.” Article M, Stone Oak Master Plan (Second Amended and Restated).

Water and Sewage.

“Unless otherwise allowed by law, no individual water supply system or sewage disposal system shall be permitted on any lot, including but not limited to water wells, cesspools and septic tanks.” Article N, Stone Oak Master Plan (Second Amended and Restated).

Fuel 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.” Estates of Champions Run, First Amendment to Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No butane or fuel tank (other than small tank used for outdoor cooking) or other structure or facility for the storage of combustible fuels shall be placed or maintained on any Lot unless expressly authorized in writing by the Architectural Committee.” Article 3.33, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Radio or T.V. Antennae.

“No exterior radio or television aerial wires or antennas, or aerial or satellite dish receiver, transmitters or other devices designed to receive telecommunication signals, including, but not limited to, radio, television or microwave signals which are intended for cable television, network television reception or entertainment purposes shall be erected or maintained for any purpose without the prior written approval of the Architectural Committee.” Article 3.01, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“All antennas, receivers, or transmitters or other devices used to receive television, radio, digital signals or information of any kind shall be subject to the Stone Oak Rules for Installation of Satellite Dishes and Antennas recorded in Volume 8554, Page 211, Official Public Records of Real Property of Bexar County, Texas, as may be amended from time to time. The mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception or transmission device shall be considered part of the device.” Article O, Stone Oak Master Plan (Second Amended and Restated).

Drainage Easements.

“There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Committee. All drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. All drainage structures shall be subject to the approval of the Architectural Committee.” Article 3.12, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No obstructions of any type, including, but not limited to, fences, dams, and concrete walkways, shall be placed in, on, or across the bed of any creek adjoining or running through any Lot in the Subdivision. "Creekbed" as used herein in relation to obstructions, means that portion of the creek where water would flow in times of normal rainfall.” Article 3.13, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“Easements for drainage throughout the subdivision shall be designed and placed to meet the platting requirements of San Antonio, Texas. No changes to the grade within a drainage easement are allowed. Each owner shall mow and remove trash and debris from the easement areas of the owner’s lot as needed to prevent any vegetation or debris

from accumulating thereon in excess of the original environment of the easement area or which would alter the flow of water through the drainage easement. No owner or any lot in the subdivision shall perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no owner shall:

1. Alter, change or modify or allow the alteration, change or modification of existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
2. Alter, change or modify the existing configuration of the drainage easements or fill, excavate or terrace such easements or remove trees therefrom without the prior written approval of the Project Planning Committee;
3. Construct, erect or install a fence or other structure within such drainage easements of a type or nature that inhibits flow in any way;
4. Permit temporary or permanent storage of any kind upon or within such drainage easements; or
5. Place, store or permit to accumulate trash, garbage, leaves, limbs, debris or vegetation within or upon the drainage easements, either on a temporary or permanent basis.” Article P, Stone Oak Master Plan (Second Amended and Restated).

Filling, Cutting and Slope Control.

“The Architectural Committee shall carefully review all proposed Improvements which will be placed on Lots with slopes exceeding twenty percent (20%), and all filling and cutting of the terrain on such Lots shall be kept at a minimum. The Architectural Committee may require "pier and beam" type foundations for the Improvements on such Lots in lieu of standard "slab on grade" foundations in its sole discretion, the Architectural Committee so elects.” Article 3.14, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Mailboxes.

“Mailboxes shall be erected and maintained in accordance with the applicable postal authority standards and requirements.” Article Q, Stone Oak Master Plan (Second Amended and Restated).

Athletic Facilities.

“Athletic, tennis or other sport court lighting and fencing shall be allowed upon the written approval of the Architectural Review Committee prior to installation. No basketball goals or backboards or any other similar sporting equipment, of either a permanent or temporary nature, shall be placed in the street or on any lot within 25 feet from the back of the front or side curb of any lot.” Article R, Stone Oak Master Plan (Second Amended and Restated).

Garages.

“All garages shall comply with all other restrictions, covenants, conditions and limitations on usage herein provided for other Improvements in the Subdivision. All garages shall be suitable for not less than two automobiles. All garages shall consist of enclosed structures and no carports shall be permitted on any Lot. A garage shall not be situated in such manner on a Lot as to cause the garage door opening to be substantially visible from a street or roadway. The Architectural Committee: shall have absolute authority over the entrance location and siting of all garages. The location or all driveway cuts shall be subject to approval by the Architectural Committee. Driveways on corner Lots facing both a cul-de-sac and a main thoroughfare shall be located tin the cul-de-sac: provided, however, that the Architectural Committee shall have the authority to approve circular drives on any Lot. All driveways shall be constructed or asphalt or concrete and shall be subject to written approval by the Architectural Committee: All driveways shall be of minimum width of twelve (12) feet.” Article 3.35, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“A garage capable of accommodating at least 2 automobiles shall be constructed and maintained for each residence. If the garage is detached from the house, it shall be set at least 5 feet from the rear of the lot line. No garage may be placed within any drainage or utility easement. No garage or driveway access shall be allowed across any designated non-access easements. Garages may not be converted to any other use; provided, however, that builders may temporarily use the garage space as a sales office but the space must be converted back to a garage prior to sale of the lot. Detached garages may not exceed a maximum height of 18 feet at the highest ridge point of the roof measured from the existing ground level unless prior written approval of the Architectural Review Committee.” Article S, Stone Oak Master Plan (Second Amended and Restated).

Roofs.

“The Architectural Committee shall approve in writing all roofing materials to be used on any improvement constructed on the Property.” Article 3.10, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No exposed roof surfaces on any principle structure, any secondary structures, or any outbuilding shall be of wood shingles or wood shakes. All surfaces shall be tile, metal or architectural series quality composition shingles (as specified by the architectural review committee of the applicable neighborhood or the applicable neighborhood governing documents). The Architectural Review Committee shall have the authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality, or safety of the neighborhood.” Article T, Stone Oak Master Plan (Second Amended and Restated).

Setback Lines.

“No building shall be located on any of the Lots nearer to the Front line or nearer to the side street line than the minimum setback lines shown on the recorded plat of the Subdivision. In any event, no building shall be located on any of the Lots nearer than fifty (50) feet from the front line, or nearer than twenty-five (25) feet from any side lot line, or nearer than thirty (30) feet from any rear lot line. No building shall be located nearer than fifty (50) feet from any street. The Architectural Committee shall have the right to impose such additional setback requirements as it deems necessary to preserve lines of sight from neighboring properties and Lots, The Architectural Committee shall be entitled to review and modify the setback requirements for any Lots for which compliance with the foregoing setback requirements might be difficult or impossible in the sole discretion of the Architectural Committee.” Article 3.29, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“All buildings or other structures, whether permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with platted setback lines and Exhibit “IIC”, “Table of Minimum Yard and Maximum Height Requirements”, with the more restrictive applicable requirement controlling. In no event shall any such building or other structure be constructed within 5 feet of the side boundary of a lot or within 25 feet of the rear boundary of a lot, except that with respect to cul-de-sac lots or curved lots (lots having a curved front lot line with a radius of curvature of less than 200 feet), such structure may be constructed as near as 12 feet from the rear of the lot. Detached garages and temporary structures must be situated at least 5 feet from the rear lot line and may be placed within any drainage and utility easement. The rear setback line requirement herein specified may be waived by the Architectural Review Committee in the event the owner of a lot desires to construct an athletic, tennis or other sport court at the rear of such lot and such athletic, tennis or sport court will not, in the opinion of the Architectural Review Committee, detract from the general appearance of the neighborhood. However, in no event may any athletic, tennis, sport court or other improvement be situated over a platted drainage or utility easement. The eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for purposes of this covenant.” Article U, Stone Oak Master Plan (Second Amended and Restated).

Parking.

“No automobiles or other vehicles may be parked overnight on any roadway within the Property.” Article 3.19, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“Parking on any private street within the Stone Oak Planned Community shall be subject to the parking restrictions and/or parking policies of the applicable neighborhood. Such parking restrictions and/or policies may include, without limitation, the right to tow any violating vehicles in accordance with applicable law and as specified in the covenant or

policy of each neighborhood.” Article V, Stone Oak Master Plan (Second Amended and Restated).

Solar Apparatus.

“All usage of solar equipment must be approved in writing by the Architectural Committee.” Article 3.15, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

“No solar collectors or other solar apparatus shall be installed on the exterior portion of a house or within the confines of the lot without the prior written approval of the Architectural Review Committee.” Article X, Stone Oak Master Plan (Second Amended and Restated).

Lighting.

“All lighting shall be designed to prevent the spill-over or reflective glare of light onto off-site properties and shall be installed so as not to create traffic hazards due to impairment of vision and/or confusion with traffic signals. . . . Security and landscape lighting installed on individual lots is subject to written approval by the architectural review committee of the applicable neighborhood prior to installation.” Article Y, Stone Oak Master Plan (Second Amended and Restated).

General Aesthetic Treatment (Fencing and Landscaping).

“All such fencing shall be limited to a maximum of 6 feet (6’) in height and shall be 100% masonry construction. Under no circumstances shall any such required fencing be constructed of wood and/or metal cloth. Ornamental iron fencing shall be utilized only upon special request and only with specific approval obtained from the Architectural Review Committee prior to installation. No such fencing may be installed or constructed until the plans and specifications for such fencing have been approved in writing by the Architectural Review Committee, which may consider the quality and harmony of design, appearance and materials. Upon obtaining the prior written approval from both the Architectural Review Committee and Project Planning Committee, alternate screening techniques may be used in place of the required masonry fencing. These alternatives may include permanently dedicated and maintained landscape buffers and earthen berms. All approved alternative screening techniques shall not be considered as an abandonment of any of the requirements of this Article V.” Article V., page 27, Stone Oak Master Plan (Second Amended and Restated).

Subdividing.

“No lot shall be further divided or subdivided nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that is, the Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an

easement or other interest less than the whole, all without the approval of the Architectural Committee. All further divisions or subdivisions of any Lot, as referenced above, shall comply with all pertinent governmental ordinances and regulations, to the extent those ordinances and regulations are binding and applicable, if any. Nothing herein shall prevent an Owner from building across Lot lines so long as such construction does not interfere with any easements along Lot lines.” Article 3.04, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Hazardous Activities.

“No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property and no open fires shall be lighted or permitted except within safe and well designed interior fireplaces or in contained barbecue units while attended and in use for cooking purposes.” Article 3.16, Article 3.15, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Prohibited Activities.

“No business, professional, commercial, or trade venture or activity shall be conducted on any of the lots provided, however, that model homes and/or sales office may be constructed and maintained by the Declarant, its successors and assigns, in connection with the development of and the construction and sale of houses and Lots in the Subdivision. Subject to the prior written consent of the Architectural Committee, which consent is and shall be expressly required, home offices to which the general public is invited, incidental to an owner's business, may be maintained within such owner's residence. so long as activities conducted in connection with such home offices do not become an annoyance or nuisance to the neighborhood, in the sole and absolute discretion of the Architectural Committee.” Article 3.34, Article 3.15, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.

Home Offices and Businesses.

Subject to the prior written consent of the Architectural Committee, which consent is and shall be expressly required, home offices to which the general public is invited, incidental to an owner's business, may be maintained within such owner's residence, so long as activities conducted in connection with such home offices do not become an annoyance or nuisance to the neighborhood, in the sole and absolute discretion of the Architectural Committee.” Article 3.34, Article 3.15, Estates of Champions Run, Declaration of Covenant, Conditions and Restrictions for Estates at Champions Run.