

#54. 74TC

802clH HUBER AIRPARK I & II RESTRICTIONS

HUBER AIRPARK CIVIC CLUB, LLC -TO- THE PUBLIC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
HUBER AIR PARK SUBDIVISION

THE STATE OF TEXAS)
)
COUNTY OF GUADALUPE) KNOW ALL MEN BY THESE PRESENTS:

WHEREAS this Declaration is made on the date hereinafter set forth by Huber Airpark Civic Club, LLC, hereinafter called "Developer", which is the owner of certain real property Northwest of Seguin, in Guadalupe County, Texas, hereinafter sometimes called the "Property" or "Huber Air Park," or "Huber Air Park Subdivision" or the "Subdivision", described as follows:

HUBER AIR PARK SUBDIVISION, PHASE I, and HUBER AIRPARK SUBDIVISION, PHASE II, being subdivisions located in Guadalupe County, Texas, as shown by plats thereof recorded in Volume 6, Pages 160-161 and Volume 6, Pages 461-462 of the Plat and Map Records of Guadalupe County, Texas, respectively and any other property that Developer may Annex or dedicate to the Subdivision, as hereinafter provided; and

WHEREAS, it is deemed to be in the best interest of the Developer and any other persons who may purchase any portion of the Property that there be established and maintained a uniform plan for the improvement, development and maintenance of the Subdivision;

NOW THEREFORE, Developer hereby declares that all of the above described property (the Property) shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, restrictions, covenants and conditions shall run with the Property and be binding upon all parties having or acquiring any right, title, or interest in the Property or any part thereof, their heirs, tenants, invitees, guests, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS -

The following terms when used in this Declaration shall have the following meanings unless the context prohibits:

- 1. "Association" shall mean Huber Airpark Owner's Association, Inc., a nonprofit corporation which is referred to herein, and its successor and assigns.
- 2. "Developer" shall mean Huber Airpark Civic Club, LLC, and any other party to whom it assigns in writing any of its rights hereunder.

3. "Improvements" shall mean and include all airplane hangers, outbuildings, patios, decks, fences, walls, hedges, landscaping, antennae, towers, poles, ponds, lakes, swimming pools, driveways, parking areas, utilities, signs and all other buildings and all other structures, apparatus, improvements, recreational facilities, plantings or equipment of a permanent or semi-permanent character located on a Lot in the Subdivision. Included are both original Improvements made to a Lot in the Subdivision and all subsequent changes, additions, treatments or replacements thereto.
4. "Hangars" shall mean and refer to airplane storage facilities and any attached or detached structures situated upon a Lot.
5. "Lot(s)" shall mean any lot, plot, parcel or tract of land shown on a recorded subdivision plat of Huber Air Park Subdivision.
6. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to a Lot situated in Huber Air Park Subdivision, (including contract sellers), but excluding those having such interest merely as security for the performance of an obligation.
7. "Architectural Control Committee" or "Committee" shall mean the Architectural Control Committee referred to in Article VI hereof.
8. "Developer's Other Property" shall mean the residue of a called 29.648 acre tract conveyed from Dennis Huber to Henry P. Ewald, et al, by a deed recorded in Volume 1344, Page 476 of the Official Records of Guadalupe County, Texas.
9. "Dennis Huber's Adjacent Property" shall mean any real property owned by Dennis Huber, which is adjacent to the Subdivision or Developer's Other Property or is owned by Dennis Huber and is a part of an 80 acre tract conveyed to Oscar and Velma Huber by deed recorded in Volume 267, Page 265 of the Deed Records of Guadalupe County, Texas, or is part of that 80.25 acre tract conveyed to Oscar and Velma Huber by deed recorded in Volume 609, Page 228 of the Deed Records of Guadalupe County, Texas.
10. "Aerobatics"/"Aerobatic Flight" shall mean and refer to an intentional maneuver involving an abrupt change in an aircraft's attitude or altitude, an abnormal attitude or altitude, or abnormal acceleration, not necessary for normal flight.
11. "Aerobatic box" shall mean an area of designated and protected airspace designated especially for aerobatic flight.
12. "Subdivision Plats" shall mean the recorded plats of Huber Air Park and Huber Air Park, Phase II, recorded in Volume 6, Pages 160-161 and Volume 6, Pages 461-462 of the Map and Plat Records of Guadalupe County, Texas, respectively, as well as the recorded plats of any other real property Annexed into the

Subdivision as hereinafter provided.

II. PERMITTED LAND USE -

The Lots are designed for and may only be used as locations for hangars and single family residences attached to hangars. No more than one hangar and attached residence may be erected on any Lot. No residence not attached to a hangar may be erected on a Lot. No business or commercial activity may be conducted on any Lot except that an Owner may have a private office in his hangar or residence for his own personal business activities provided that no retail activities are conducted on the Lot and the public is not invited to the Lot.

III. BUILDING REQUIREMENTS (INITIAL CONSTRUCTION) -

Prior to the beginning of construction on any Lot, the Owner shall present to the Architectural Control Committee (as herein defined) the site plan and all other construction plans and specifications (including construction materials to be used) for said Committees inspection and approval or disapproval. Construction shall be done solely in accordance with the site plan and other plans and specifications as approved by the Architectural Control Committee. Construction must be completed within eight (8) months after construction has been commenced.

IV. SUBDIVISION OR COMBINATION OF LOTS -

No further subdivision of a platted Lot in the Subdivision shall be permitted. An Owner may, however, combine or integrate two adjoining lots into one hangar location or three (3) adjoining lots into two (2) hangar locations at the time any of said lots are first improved, it being understood that no Lot can remain vacant and unimproved. When three (3) lots are combined into two hangar locations, none of the two hangar areas may be smaller than the smallest of the combined lots. Any Lot resulting from such consolidation shall bear and the owner thereof shall be responsible for all assessments theretofore applicable to the lots which are consolidated and each such hangar site shall meet all lawful requirements of any applicable statute, ordinance or regulation. When any two or more Lots are combined to create larger lots as provided herein, the 20 foot side building established shall apply only to the exterior lot lines of the combined Lots.

V. BUILDING REQUIREMENTS (RENOVATIONS) -

Prior to the beginning of any construction for a renovation, remodeling, or other such construction on a Lot, the owner shall present to the Architectural Control Committee the site plan and all other construction plans and specifications (including construction materials to be used) for said Committees inspection and approval or disapproval. The construction or remodeling, renovation or other similar construction shall be done solely in accordance with the site plans and other plans and specifications as approved by the Architectural Control Committee. Construction must be completed within eight (8) months after the receipt of approval from the Architectural Control Committee unless the

Architectural Control Committee shall extend the time for completion in writing.

VI. ARCHITECTURAL CONTROL -

1. Developer shall designate and appoint an Architectural Control Committee consisting of not less than two (2) persons, one of which shall be Dennis Huber or his assigns. Subject to the terms of this paragraph, the Committee shall serve at the pleasure of the Developer until such time as Developer may terminate this right or transfer this right of appointment to a homeowners association as may be organized pursuant to these restrictions. The initial members of the Architectural Control Committee shall be Henry Coffeen and Dennis Huber. After the Developer no longer owns any Lot, the Architectural Control Committee shall consist of at least two (2) persons, one of which shall be Dennis Huber or his assigns, who shall, subject to the terms of this paragraph, be appointed by and serve at the pleasure of the Association. The Architectural Control Committee may designate a member of the committee to act for it in any and all matters for any period of time. In the event of such designation, such member shall have full authority to act on behalf of the Architectural Control Committee.
2.
 - (a) In the event of the death or resignation of any member of the Committee, the remaining member(s) may act without filling the vacancy or shall have full authority to designate a successor or successors subject to the terms of 2(b) below. In event of the death or resignation of all the members of the Committee, Developer or, in the event 100% of the lots in the subdivision have been sold, the Association as herein described, may appoint the needed successors to the Committee, subject to the terms of 2(b) below.
 - (b) Dennis Huber or his assignee shall always be a member of the Architectural Control Committee.
3. The goal of the Committee is to encourage the construction of buildings of good design, quality and proper size compatible with Developer's conceptual plan for the Subdivision and compliance with the restrictive covenants set forth herein. Prior judgments regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee.
4. No building, fence, wall or other structure, including but not limited to hangars, garages, storage buildings, or other accessory building or structure of any kind, shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by the Architectural Control Committee as to the location in relation to surrounding structures and natural surroundings.
5. In the event that any plans and specifications are submitted to the Architectural

Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, it shall be conclusively presumed that the Architectural Control Committee has disapproved the plans and specifications. The Architectural Control Committee shall have authority to grant variances in the restrictions as the members of the Committee in their discretion, deem reasonable and appropriate. Such variances must be in writing and must be granted by unanimous written consent of the Architectural Control Committee members. Such variances shall, however, be consistent with any governmental ordinances, rules and regulations. The granting of such variances shall in no event be considered or deemed to constitute a waiver or abandonment of the respective restriction and shall not prevent enforcement of the restriction for violations for which no variance has been granted.

6. Upon approval of final submittals, a building permit will be issued by the Architectural Control Committee and construction may begin. All such permits must be prominently displayed at the job site and covered with clear plastic to protect weathering.
7. Neither the Developer, the Association, the Architectural Control Committee nor any of the members of such Committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake or judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

VII. BUILDINGS -

No hangar or other above ground structure may be located on any Lot other than the 50 foot area on each Lot designated 50' Building Area on any of the Subdivision Plats. No above ground structure shall be located within 5 feet of the area of each Lot designated 50' access, service, septic, electric, water, telephone and CATV Easement on the Subdivision Plats. No above ground structure shall be located nearer than 10 feet from any side property line. No above ground or underground structure or improvement of any kind whatsoever may be located in the area designated 100' Runway on the Subdivision Plats, except for improvements made by Developer or the Association which are for the use of enhancing the area designated 100' Runway for purposes of taxiing, landing or taking off.

VIII. HANGARS -

Hangars are to be used for storage of aircraft belonging to the Owner only and are for private use only. No commercial use of a hangar may be made. No hangar may be rented to a third party. No airplane stored in a hangar may be flown by more than three authorized pilots in any one year period. Each owner will give the names of each authorized pilot to the Association and may only revise the authorized pilots once every

12 months. Violation shall subject the Owner of the Lot to payment of \$200.00 for each time a nonauthorized pilot takes off or lands a plane stored in a hangar on a Lot. Said \$200.00 fee shall be payable on demand by the owner's association.

IX. EASEMENTS -

a. Grant of Easements. Developer hereby dedicates and grants perpetual easements on, over and across those areas designated easements on the plat of the Subdivision recorded in Volume 6, Pages 160-161 and Volume 6, Pages 461-462 of the Plat Records of Guadalupe County, Texas as well as any other Subdivision Plats.

(1) The area designated on the plat as 50' access, service, septic, electric, telephone and CATV easement shall be used exclusively for these purposes. Developer and/or the Association shall have the right to build and maintain streets and roads in this 50' easement and to authorize the laying of utilities therein, which utility lines may thereafter be maintained and repaired by the appropriate utility suppliers. No septic tank can be located in this 50' area. No lot owner may construct any above ground improvement or gate or barrier of any kind in this 50' easement. The easement shall be used exclusively for the placement of utilities and for ingress and egress to and from lots in the Subdivision, Developer's Other Property, and Dennis Huber's Adjacent Property, by all such property owners and their invitees, licensees and guests, regardless of number. Developer and/or the Association shall have the right to build a road in the 50' easement area. Every purchaser of a Lot is placed on notice that the Developer and/or the Association do not plan on constructing the road to the specifications for maintenance by Guadalupe County or any other governmental entity. The Developer hereby grants the right to the Association to dedicate any road built in the 50' easement to the public and to convey the 50' easement to Guadalupe County or the City of Seguin or such other governmental entity that may hereafter agree to maintain any road built in said easement. All owners of a Lot in the Subdivision hereby consent to the rights granted to the Association hereby and acknowledge that despite the fact that the Association is granted the right to dedicate any road built in the easement to the public or to convey it to Guadalupe County or the City of Seguin, if such agrees to maintain the road, the road will in all likelihood always remain a privately maintained road.

(2) The Developer and/or the Association shall have the right to construct, repair and maintain a runway and related facilities and improvements in the area designated 100' Runway Easement on the plat of the Subdivision. The Developer shall have the right but not the obligation to construct, maintain and repair the runway. No Lot Owner may do anything that interferes with the use of the area designated 100' Runway Easement on the plat of the Subdivision as a runway for taking off and landing of

aircraft for Lot Owners, owners of Developer's Other Property and owners of Dennis Huber's Adjacent Property, their licensees and guests.

- (3) The Developer shall not have any obligation to repair or maintain or keep clear of any obstructions either the 50' easement or the 100' easement. Any obligations to repair or maintain either the 50' easement or the 100' easement shall be that of the Association. Neither the Developer nor the Association shall have any liability for any damage done by them or their assigns, agents, employees or servants to any shrubbery or improvements of any kind located within either the 50' easement or the 100' easement. The failure of any owner to comply with the provisions of this Article or any other provision of this Declaration shall in no event be deemed or construed to impose any liability of any nature on the Developer, Architectural Control Committee, or the Association and the Developer, Association, and Architectural Control Committee shall not be charged with any affirmative duty to police, control or enforce any such provisions.

X. PARTITION AND OTHER RIGHTS -

No Lot may be subdivided or partitioned in kind by a court in such a way that the size of a Lot is diminished. The 50' easement and 100' easement are prior and superior encumbrances of the Property. No subsequent sale, mortgage, transfer, foreclosure or any other event shall serve to in any way to limit or diminish the 50' or 100' easements or rights created by this document and the plat of the Subdivision.

XI. TEMPORARY STRUCTURES -

No building previously constructed elsewhere including, but not limited to, manufactured homes or mobile homes shall be moved on any Lot in this subdivision. No manufactured home, mobile home, recreational vehicle, camper, tent, shack, garage, basement, barn, or other out-building shall be used or maintained on any Lot, street or easement within the subdivision at any time, temporarily, or permanently as a residence.

XII. UTILITIES SERVICE CONNECTIONS -

Utility service connections to any and all area utility and telephone lines must be installed in accordance with the requirements of the utility service provider and the Architectural Control Committee. The Committee shall have the right to require underground utility connections. Electrical utility lines must be of single phase.

XIII. DRIVEWAYS, DRIVEWAY PIPE and DRAINAGE -

The owner of each Lot is solely responsible for all expenses for building a driveway and for driveway drainage pipe and for any airplane taxiway. Driveways shall be constructed of reinforced concrete not less than 12 feet wide and no less than 4 inches thick. No

gravel driveways are permitted. If a driveway requires a culvert pipe, the pipe shall be of corrugated metal and will be installed with concrete with minimum 4 inch thick head walls on both sides of pipe.

XIV. PETS -

No animals, livestock or poultry, rabbits, pigeons, hogs, pigs, swine, insects or reptiles of any kind shall be kept, bred or raised on any Lot, except dogs and cats or other domestic pets of a Lot Owner of a limited number may be kept temporarily on a Lot. All animals shall be kept in accordance with all local laws and ordinances, and all animals shall be restrained from going onto lots other than those of the animals owner or onto the runway. No animals may be kept, raised or bred on any Lot for commercial purposes.

XV. OIL AND MINING OPERATIONS -

No oil or gas drilling, exploration or development operations, gas and oil refining, quarrying or mining operations or mineral excavation or storage of any kind shall be permitted upon any Lot. No oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

XVI. GARBAGE AND REFUSE -

No trash, garbage, construction debris, or any other refuse may be dumped or disposed of or allowed to remain on any Lot, vacant or otherwise. Trash, garbage or other waste must be kept in sanitary containers. All other equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition.

XVII. SIGNS -

No signs or advertising device may be displayed on any Lot except a "For Sale" sign, when a Lot is on the market to be sold. There may be one For Sale sign per Lot with said sign being no more than six (6) square feet in size.

XVIII. SEWAGE -

Every structure shall be served by a septic tank system designed and submitted by a licensed engineer or a licensed sanitarian approved by the Architectural Control Committee, and built in accordance with the requirements of Guadalupe County sanitation standards and all other applicable rules, regulations and/or standards.

XIX. SANITARY REGULATIONS -

No outside toilets will be permitted, and no installation of any kind of disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. No septic tank or sewage

disposal system may be installed without prior approval of the proper governmental agencies and authorities. All State, County, and municipal health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

XX. VEHICLES, BOATS, ABANDONED VEHICLES OR INOPERATIVE VEHICLES, ETC.-

No abandoned vehicle, stripped-down vehicle, junked vehicle or wrecked vehicle may be located on any Lot. Any vehicle without a current license plate or inspection permit will be deemed a junked vehicle under these restrictions. Any vehicle without a current license plate and registration will be deemed abandoned. Motorcycles, trailers, boats, recreational vehicles, commercial vehicles and trucks over three quarter ton shall be parked exclusively in garages, carports and/or hangars. Garages shall not be open to the front (roadside) of any Lot. Airplanes shall be housed exclusively in hangars. Unless completely enclosed within a garage or hangar, no recreational vehicles, camping trailers, boats, airplanes, equipment or machinery of any sort, etc. are permitted to be kept, maintained or parked on a Lot except for short periods not to exceed 24 hours to load or unload same. The Developer, so long as he owns a Lot or any of Developer's Other Property and thereafter the Association is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property on Lots and streets as it may from time to time deem necessary to ensure the preservation and appearance of the Subdivision and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Owners.

XXI. NUISANCES -

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or material be stored or placed thereon, which may be or may become an annoyance or nuisance to the neighborhood, or which is prohibited by law.

XXII. FIREARMS -

The discharge of any firearm, including BB guns and pellet guns, and the discharge of any fireworks within the subdivision is strictly prohibited and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, the use of any bow and arrow, slingshot, or other launching or catapulting device is strictly prohibited.

XXIII. STATE, COUNTY OR OTHER GOVERNMENTAL LAWS -

No owner shall allow or engage in any activity on any Lot which is in violation of any state, county or other governmental laws or regulations.

XXIV. OWNER'S RIGHT TO LEASE -

An owner shall have a right to lease a Lot; however, any lease shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the

Declaration, Articles of Incorporation and By-laws, and that failure by lessee to comply with the terms of any of those documents shall be a default under the lease and all leases are to be in writing.

XXV. JUDICIAL PARTITION -

No judicial partition of any Lot owned in cotenancy shall in any way diminish or adversely affect any of the easements set forth on the plat of the Subdivision.

XXVI. OBSTRUCTIONS, ETC. -

There shall be no obstruction of the 50' and 100' easements, nor shall anything be kept or stored in the 50' and 100' easements, nor shall anything be altered, or constructed or planted in, or removed from the 50' and 100' easements without the written consent of the Architectural Control Committee or if none, the Association.

XXVII. RESTRICTED ACTIONS BY OWNERS -

No Owner shall permit anything to be done or kept on his Lot which will result in the cancellation of or increase of any insurance carried by the Developer or the Association, or which would be in violation of any law, ordinance, or these restrictions. No waste shall be committed on any Lot.

XXVIII. ATTACHMENTS -

No attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or walls of any hangar or placed anywhere on the Property unless such attachments shall have been first submitted to and approved by the Architectural Control Committee herein provided.

XXIX. DAMAGE TO EASEMENT AREAS -

Each owner shall be liable to the Developer and/or the Association for any damage to the 50' easement or 100' easement or improvements properly placed therein caused by the negligence or willful misconduct of the owner or his family, guests, or invitees to the extent that the damage shall not be covered by insurance.

XXX. RULES OF THE ASSOCIATION -

All Owners and occupants shall abide by any rules and regulations adopted by the Association. All such rules and regulations shall be reduced to writing and be open to inspection by Owners and their authorized agents during reasonable business hours.

XXXI. COMPLETION OF DEVELOPMENT -

The completion of the work of developing all lots included within the Properties and the

sale, rental or other disposal of lots is essential to the establishment and welfare of the properties as an ongoing airpark. In order that such work may be completed and the subdivision be established as a fully occupied airpark as soon as possible, nothing in this Declaration shall be understood or construed to prevent Developer or the Association, or the Developer's or the Association's transferees, or the employees, contractors, or subcontractors of Developer or the Association from going onto any Lot owned or controlled by Developer or going onto the 50' or 100' easements shown on the plat of the Subdivision to:

- a. Do whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
- b. Constructing and maintaining on any such Lot or the 50' or 100' easements such structures as may be reasonably necessary for the completion of such work;
- c. Conducting on any such Lot or the 50' or 100' easements the business of completing such work, of establishing the subdivision as an airpark and of disposing of lots by sale, lease or otherwise; or
- d. Maintaining such sign or signs on any of the property owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision lots.

XXXII. DRIVEWAY LIGHTING -

Each lot owner shall be required at time of construction to furnish one permanent electric photocell light in the North corner of his driveway's intersection with the street in the 50' easement to provide street light at all times of darkness. Type of all other outdoor lights and locations must be approved by the Architectural Control Committee.

XXXIII. STORING OF MATERIALS -

No building material of any kind or character shall be placed or stored upon any lot or tract until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected. No such materials shall be placed within the 50' or 100' easement. At the completion of any such improvements, all construction materials must be immediately removed from the Lot.

XXXIV. FENCING -

All fencing must be approved by the Architectural Control Committee.

XXXV. RUNWAY -

The runway located in the 100' easement is for the use of aircraft only. As used herein

the term "aircraft" shall include airplanes with engines and both auto-tow and aero-tow gliders. No vehicle, livestock, pets, motorcycles, etc. except equipment necessary to maintain the runway will be allowed. No aircraft will be allowed to park or tie down at any time on said runway. It will be each lot owner's responsibility to see that his guests clear the runway upon arrival. The runway is dedicated for aircraft use only forever, provided, however that vehicles shall be allowed on the runway for the sole and limited purpose of towing gliders for takeoff and after landing. No vehicle shall remain on the runway after towing a glider for takeoff or landing and all vehicles used for such purposes shall be promptly removed from the runway after each takeoff or landing.

XXXVI. STABLES AND BARNES -

Stables and barns are not permitted.

XXXVII. PROHIBITION OF SALE OF LIQUOR, ETC. -

No liquor, beer, spirits, wines, malts or medicated bitters capable of producing intoxication shall be sold or offered for sale on any lot or tract, or any part thereof, nor shall premises or any part thereof be used for illegal or immoral purposes.

XXXVIII. OBJECTIONABLE, DETRIMENTAL OR UNATTRACTIVE CONDITIONS -

Owners, their heirs and assigns, are bound and obligated through the purchase of said property, to maintain the same at their own cost and expense in a neat and presentable manner and are obligated to keep the grass, vegetation and weeds on said lot cut as often as may be necessary to keep things in a neat and attractive condition. In the event that Owners should, in the opinion of the Association or Developer so long as Developer owns a Lot or Developer's Other Property, fail to maintain said property in a neat and attractive manner, the Association or Developer will notify Owners in writing of any objectionable, detrimental or unattractive conditions existing on said property and request Owners, or subsequent owners, to eliminate same. In the event such Owner shall fail to eliminate any objectionable, detrimental or unattractive condition existing upon said property within fifteen (15) days after receipt of written notice from the Association or Developer specifying such objectionable or detrimental condition then, in such event, the Association or Developer is authorized to eliminate such conditions and charge the cost of same to such property owner, and any such expense incurred by the Association or Developer in such event shall be added to, be a portion of, and be secured in the same manner as the Maintenance Charge assessed against said Lot, as hereinafter provided. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a property owner fail to do so, after being duly notified, the Association or Developer shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such actions.

XXXIX. AEROBATICS -

It is the intent of Huber Airpark Civic Club, LLC, to obtain a permanent FAA approved

aerobatic waiver near or on the Subdivision for the purpose of aerobatics. Aerobatics may only be performed by trained pilots having an FAA waiver for such or those being trained by a certified flight instructor to obtain such a waiver.

XL. MISCELLANEOUS RESTRICTIONS -

No exterior light of any sort shall be installed or maintained on any Lot where the light source is offensive or a nuisance to neighboring property, except reasonable voltage landscape lighting and street lights which may be installed by Developer or the Association or approved by the Architectural Control Committee. No exterior speakers, horns, whistles, bells or other annoying devices are permitted, except for security for a hangar. No clotheslines may be used or erected.

XLI. CASUALTY -

If all or any portion of a hangar is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such hangar in a manner which will substantially restore it to its original condition prior to such destruction. Reconstruction, if any, shall be undertaken within three (3) months after the damage occurs, and shall be completed within six (6) months after the damage occurs. In the event that the owner shall determine not to rebuild or repair such damaged structure, the owner shall clean and clear the Lot within three (3) months of the loss. If the owner does not clear or clean the Lot, the Developer or the Association may cause the Lot to be cleared and cleaned, including removal and disposal of debris and materials. The cost of such clearing and cleaning may be assessed against the property in the same manner and with the same force and effect as the maintenance assessments prescribed in this declaration.

XLII. ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS -

1. **Membership:** Except as otherwise provided in this paragraph, every person or entity who is a record Owner of a fee or undivided fee interest in a Lot which is a part of the Huber Air Park Subdivision and which is subject to this Declaration, shall hold a membership in the Association. The foregoing does not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation or those who own mineral rights in the property but do not own the surface rights of a Lot in the Subdivision. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership.
2. **Voting Rights:** There shall be two classes of membership entitled to voting rights in the Association and they shall be as follows:
 - (a) **Class A:** All members in the Association, other than Developer, shall be considered Class A Members, and for each Lot owned shall be entitled to one vote on each matter coming before the

Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors. When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be considered Class A Members, however, for that particular Lot they shall be entitled to a total of no more than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine by majority vote.

- (b) Class B: Class B Members shall be the Developer and his assigns. For each Lot owned by a Class B Member, the Class B Member shall be entitled to three votes on each matter coming before the members at any meeting or otherwise. When a particular Lot is owned by more than one such individual or entity, all such individuals or entities holding an ownership interest in that Lot shall be considered Class B Members, however, for that particular Lot, they shall be entitled to a total of no more than three votes on each matter coming before the members at any meeting or otherwise. The three votes for such Lot shall be exercised as the Class B Member owners of the Lot among themselves determine by majority vote. Once a Lot is sold to an individual or individuals who would be classified as Class A Members, the three votes attached to that Lot shall be extinguished, except that if such Lot should subsequently be owned by the Developer, the Developer would be a Class B Member regarding such Lot and will have three votes for it.
- (c) Good Standing Members: Only members in good standing shall be entitled to vote. Any Member shall not be in "good standing" if such person or entity is: (a) in violation of any term or provision of this Declaration, or any rule or regulation promulgated by the Association or Architectural Control Committee; or (b) delinquent in the full, complete and timely payment of any Annual Assessment, special assessment, or any other fee, charge or fine which is levied, payable or collectible pursuant to the provisions of this Declaration, the Bylaws of the Association or any rule or regulation promulgated by the Association, Developer or Architectural Control Committee. The Board may make such rules and regulations, consistent with the terms of the Declaration and its Bylaws, as it deems advisable for: any meeting of members; proof of membership in the Association; the status of good standing; evidence of right to vote; the appointment and duties of examiners and inspectors of votes; the procedures for actual voting in person or by proxy; registration of members for voting purposes; and such other matters concerning the conduct of

meetings and voting as the Association shall deem fit.

XLIII. COVENANT FOR MAINTENANCE ASSESSMENTS AND EASEMENT -

1. **Creation of the Lien and Personal Obligation for Assessments:** The Developer for each Lot hereby covenants and each Owner of any Lot, by acceptance of a Deed therefor, whether or not it shall be expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:
 - (a) Annual or monthly assessments or charges;
 - (b) Special assessments for capital improvements; and
 - (c) Any other sum to the extent they are specifically provided for elsewhere in this instrument.

Such assessments or charges are to be fixed, established and collected as hereinafter provided and as provided in the Bylaws of the Association. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which such assessments or charges are made as hereafter provided.

2. **Purpose of Assessments:** The assessment levied by the Association shall be used for:
 - (a) The purpose of paying for maintenance and repair of the road and appurtenances thereto to be installed in the 50' easement and the maintenance and repair of the airplane runway and appurtenances thereto to be installed in the 100' easement and carrying out other duties or obligations relating to the Subdivision as provided herein as may hereafter be undertaken by the Association.
 - (b) Acquisition of furnishings and equipment for the 50' and 100' easements as may be determined by the Association.
 - (c) Maintenance and repair of drainage ditches within the confines of the Property.
 - (d) Fire insurance covering the full insurable replacement value of improvements within the 50' and 100' easements with extended coverage, if the Association in its sole discretion determines to obtain same.
 - (e) Liability insurance if the Association in its sole discretion chooses to obtain same insuring the Association, its Board of Directors and Officers

and the Architectural Control Committee against any and all liability it may choose, including but not limited to, liability to the public, to any owner, or to the invitees or tenants of any owner arising out of the exercise of their duties, obligations and prerogatives. The policy limits shall be set by the Association.

- (f) Workman's compensation insurance and any other insurance deemed necessary by the Association in its sole discretion.
- (g) Any other materials, supplies, furniture, labor, services (including but not limited to professional fees for attorneys, accountants, engineers and other service providers), maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the roads in the Subdivision and the airplane runway or for the enforcement of these restrictions or for the carrying out of other duties or obligations relating the Subdivision as provided herein or as may hereafter be undertaken by the Association.

XLIV. MAXIMUM ALLOWABLE ANNUAL ASSESSMENTS -

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum allowable annual assessment shall be \$500.00 per lot per year.

- a. From and after January 1 of the year immediately following the sale of the first Lot to an Owner, the maximum allowable annual assessment may be increased by the Association's Board of Directors each year, without a vote of the membership, not more than ten percent (10%) above the maximum allowable annual assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum allowable annual assessment may be increased above the ten percent (10%) provided in subparagraph a. above by an affirmative vote of two-thirds (2/3) of all votes authorized to be voted pursuant hereto. Voting shall be in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

XLV. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS -

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a special assessment applicable to that

year only for the purpose of defraying, in whole or part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the 50' or 100' easements or upon a Lot if the improvements are to be used for the benefit of all Lots, including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative vote of two-thirds (2/3) of all votes authorized to be cast pursuant hereto, provided, however, the affirmative vote of 90% of all members of each class shall be required to pave the airfield or any part thereof. Voting shall be in person or by proxy at a meeting duly called for this purpose.

XLVI. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER ARTICLE XLV -

Written notice of any meeting called for the purpose of taking any action authorized under Article XLV shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of members or of proxies entitled to cast two-thirds (2/3) of all the votes authorized to be cast (90% in case of a vote for paving the runway) shall constitute a quorum. If the required quorum is not present the members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or represented, provided, however, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

XLVII. UNIFORM RATE OF ASSESSMENT -

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or annual basis as determined by the Board. After consideration of current maintenance costs and future needs of the Association and the number of persons owning a portion of Dennis Huber's Adjacent Property that may choose to use the road and runway in the Subdivision, the Board of Directors may levy the annual assessments at an amount not in excess of the maximum annual assessment provided for in paragraph XLIV above. As long as any lots are owned by Developer, the Board of Directors may only charge and collect from Developer a fraction of the annual assessment of each such lot until the conveyance of said lot by Developer to an Owner, provided that any such fractional charge to Developer shall not exceed ten percent (10%) of the then current annual assessment.

XLVIII. COMMENCEMENT AND COLLECTION OF ANNUAL ASSESSMENTS -

Annual assessments shall be payable in advance. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot and give notice thereof to each Lot Owner at least thirty (30) days in advance of the due date thereof. Assessments may be made payable monthly or annually. The Association shall,

on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments against a specific lot has been paid, and may cause to be recorded in the office of the County Clerk of Seguin, Texas, a list of delinquent assessments as of the date of recordation.

XLIX. EFFECT OF NONPAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; AND REMEDIES OF ASSOCIATION -

- (a) Effective as of, and from and after the filing and recordation of this Declaration, there shall exist a self-executing and continuing contract Payment and Performance Lien and equitable charge on each Lot to secure the full and timely payment of each and all assessments and all other charges and monetary amounts and performance obligations due hereunder. Such lien shall be at all times superior to any claim of homestead by or in any Owner. If any assessment, charge or fine or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment or charge shall (after the passage of any stated grace period, if any) be considered delinquent and shall, together with any late charge and interest thereon as hereinafter provided and costs of collection thereof, become a continuing debt secured by the self-executing Payment and Performance Lien on the Lot of the non-paying Owner/Member which shall bind such Lot in the hands of the Owner and Owner's heirs, executors, administrator, devisees, personal representatives, successors and assigns. The Association shall have the right to reject partial payments of an unpaid assessment or other monetary obligation and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment, however, shall remain the Owner's personal obligation and shall not pass to Owner's successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for any assessment provided herein by non-use of the roads or abandonment of the Lot. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.
- (b) The Association may also give written notification to the holder(s) of any mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment or charge.

- (c) If any assessment, charge or fine or part thereof is not paid when due, the Association shall have the right and option to impose a late charge (but only to the extent permitted by applicable law) to cover the additional administrative costs involved in handling the account and/or to reflect any time-price differential assessment schedule adopted by the Association. The unpaid amount of any such delinquent assessment, charge or fine shall bear interest from and after the date when due at the lesser of 12% per annum or the highest lawful rate of interest per annum until fully paid. The Association may, at its election, retain the services of an attorney to review, monitor and/or collect unpaid assessments, charges, fines and delinquent accounts, and there shall also be added to the amount of any unpaid assessment, charge, fine or any delinquent account any and all attorneys' fees and other costs of collection incurred by the Association.
- (d) The Association may, at its discretion but subject to all applicable debt collection statutes: (i) prepare and file a lien affidavit in the public records of Guadalupe County, Texas, which specifically identifies the unpaid assessments, charges or fines; and (ii) publish and post, within one or more locations within the Properties, a list of those individuals or entities who are delinquent until and unless the delinquency has been cured to the reasonable satisfaction of the Association. Each Owner consents to these procedures and authorizes the Board to undertake such measures for the general benefit of the Association.
- (e) All agreements between any Owner and the Association and/or Developer, whether now existing or hereafter arising and whether written or oral and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to the Association and/or Developer or for the payment or performance of any covenant or obligation contained herein or in any other document exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit allowed by law, and if from any such circumstance the Association and/or Developer should ever receive an amount deemed interest by applicable law which shall exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the actual base assessment amount or principal amount owing hereunder and other indebtedness of the Owner to the Association and/or Developer and not to the payment of interest. If such excessive interest exceeds the unpaid balance of the actual Annual Assessment hereof and such other indebtedness, the excess shall be refunded to Owner. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association and/or Developer shall,

to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the interest charged, collected or received on account of such indebtedness is never more than the maximum amount permitted by applicable law. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between any Owner and the Association and/or Developer.

4. The lien described within the preceding Section is and shall be a contract Payment and Performance Lien. Each Owner, for the purpose of better securing each and all monetary obligations described within these Covenants, and in consideration of the benefits received and to be received by virtue of the ownership of real estate within the Subdivision, has granted, sold and conveyed and by these covenants does grant, sell and convey unto A. ROBERT RAETZSCH, Trustee, such Owner's Lot. To have and to hold such Lot, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to its substitutes or successors, forever. And each Owner does hereby bind himself and/or herself, their heirs, executors, administrators and assigns to warrant and forever defend the Lot unto the said Trustee, its substitutes or successors and assigns, forever, against the claim, or claims of all persons claiming or to claim the same or any part thereof.

This conveyance is made in trust to secure payment of each and all assessments and other obligations prescribed by these Covenants to and for the benefit of the Association as the Beneficiary. In the event of default in the payment of any obligation hereby secured, in accordance with the terms hereof, then and in such event, Beneficiary may elect to declare the entire indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured due and payable (subject, however, to the notice and cure provisions set forth in Section 51.002 of the Texas Property Code), and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the Lot then subject to the lien hereof, and mailing and filing notices as required by Section 51.002, Texas Property Code, as then amended (successor to article 3810, Texas Revised Civil Statutes), and otherwise complying with that statute, the Trustee shall sell the Lot, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the Lot as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding upon the Owner, his heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a reasonable commission to himself, which commission shall be due and owing in addition to

the attorney's fees provided for, and then to Beneficiary the full amount of principal, interest, attorney's fees and other charges due and unpaid on said indebtedness secured hereby, rendering the balance of the sales price, if any, to the Owner, his heirs or assigns and/or to any other lienholders (if so required by applicable law); and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Owner, his heirs and assigns. It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or its substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said indebtedness, and for the foreclosure of this contract Payment and Performance Lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this contract lien, that it may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, its substitute or successor to sell the Lot in accordance with the provisions of this section. Beneficiary, if it is the highest bidder, shall have the right to purchase at any sale of the Lot, and to have the amount for which such Lot is sold credited on the debt then owing. Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said Lot is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein. In the event any sale is made of the Lot, or any portion thereof, under the terms of this section, the Owner, his heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of his failure to do so he shall thereupon from and after the making of such sale be and continue as a tenant at will of such Purchaser, and in the event of the Owner's failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof is situated. The foreclosure of the continuing contract lien on any one or more occasions shall not remove, replace, impair or extinguish the same continuing lien from securing all obligations arising from and after the date of foreclosure.

5. Subordination of the Lien to Mortgages: The lien securing the payment of the assessments and other obligations provided for herein shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon any Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for:

- (a) bona-fide first mortgage or deed of trust liens for purchase money and/or improvement purposes placed upon a Lot, in which event the Association's lien shall automatically become subordinate and inferior to such first lien;
- (b) liens for taxes or other public charges as are by applicable law made superior to the Association's lien; and
- (c) such other liens about which the Board may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Association's lien; provided, however, such subordination shall apply only to: (i) the assessments which have been due and payable prior to the foreclosure sale (whether public or private) of such Lot pursuant to the terms and conditions of any such first mortgage or deed of trust or tax lien; (ii) the permitted lien on the Lot alone and not on or to any easement appurtenant for use and enjoyment of the Common Properties. Such sale shall not relieve such Lot from liability for the amount of any assessment thereafter becoming due nor from the lien of any such subsequent assessment. Such subordination shall not apply where the first mortgage or deed of trust or tax lien is used as a device, scheme or artifice to evade the obligation to pay assessments and/or to hinder the Association in performing its functions hereunder.

L. DENNIS HUBER'S ADJACENT PROPERTY -

There is hereby granted and confirmed the following rights to the owners of Dennis Huber's Adjacent Property:

- a. The owners of Dennis Huber's Adjacent Property, their heirs, assigns, invitees and guests shall have the perpetual right of way and easement to use the runway to be built in the 100' easement to take off and land airplanes and shall have the unencumbered right of ingress and egress over the Property and Developer's Other Property to taxi their airplanes to and from the runway, subject to the following conditions:
 - (1) Before any owner of a tract out of Dennis Huber's Adjacent Property has the right to use the runway a one time fee of \$2,500.00 shall be paid to Developer for such tract owner to be able to exercise the right to land airplanes or take off in airplanes from the runway. This one time fee will entitle such tract owner and future owners of such tract, their invitees and guests, to have access to and the right to take off and land airplanes from the runway to be built in the 100' easement or any other portion of Developer's Additional Property. After payment of the \$2,500.00 fee, the right of owners of tracts out of Dennis Huber's Adjacent Property to continue to use the runway to be built in the 100' easement or on Developer's Additional Property is further subject to such tract owner's

payment of all future fees charged to Lot Owners by the Association. If such fees are not paid the owner of Property in Dennis Huber's Adjacent Property will not have the right to continue to use the runway. An owner of a tract out of Dennis Huber's Adjacent Property who does not choose to use the runway shall not be obligated to pay the \$2,500.00 fee or any other fees to the Developer or the Association. Additionally, if the \$2,500.00 initial fee has been paid to allow the owner of a tract out of Dennis Huber's Adjacent Property to use the runway, owners of the tract will not have to pay the any fees charged by the Association for any year in which said owner of the particular tract chooses not to use the runway and will only have to pay the fee for the years in which said owner actually uses the runway. In no event will the fees charged to owners of Dennis Huber's Adjacent Tract be in excess of the fees charged to Owners of Lots in the Subdivision.

- (2) Dennis Huber, his heirs, successors and assigns, shall have the right to develop Dennis Huber's Adjacent Property using any road built in the Subdivision for ingress and egress to Dennis Huber's Adjacent Property provided the Commissioner's Court and City of Seguin (if required) approve any plat of Dennis Huber's Adjacent Property with such road furnishing it access and further provided that the person developing such property reimburse Developer the sum of \$3.00 per linear foot for any portion of any road used to access Dennis Huber's Adjacent Property. Additionally, in the event Dennis Huber's Adjacent Property is developed using any road in the Subdivision for access, the owners of tracts out of Dennis Huber's Adjacent Property will be Class A members of the Association and will be subject to the terms and provisions of Articles XLII - XLIX hereof, provided that any assessments for tracts in Dennis Huber's Adjacent Property, will only take into account said tracts proportionate cost of road maintenance unless said tract owner additionally chooses to use the runway, in which case such owner shall pay all current fees assessed against other Lots in the Subdivision.
- (3) Except for the provisions contained in paragraph (1) and (2) above, Dennis Huber shall be free to convey Dennis Huber's Adjacent Property or any other property owned by him free from any restrictions or covenants whatsoever.

LI. RIGHT TO CORRECT -

The Developer shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration or any future Declaration of Protective Covenants, by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of

development as evidenced by this Declaration and shall not materially impair or affect the vested property or other rights of any Owner or his mortgagee.

LII. ACCEPTANCE OF THE DEED -

By the acceptance of the deed to a Lot within this subdivision, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition the Lot conveyed to him, including any easements which may traverse a portion of the Lot conveyed by said deed, including the keeping of weeds or grass mowed within such Lot and easement area.

LIII. RESERVATION OF RIGHTS -

THE DEVELOPER SHALL HAVE AND RESERVE, SO LONG AS DEVELOPER OWNS AT LEAST ONE LOT IN THE SUBDIVISION OR OTHERWISE SUBJECT OF THIS DECLARATION, THE RIGHT AT ANY TIME AND FROM TIME TO TIME, WITHOUT THE JOINDER OR CONSENT OF ANY OTHER PARTY, TO AMEND THIS DECLARATION OR ANY FUTURE DECLARATION OF PROTECTIVE COVENANTS, BY AN INSTRUMENT IN WRITING DULY SIGNED, ACKNOWLEDGED, AND FILED FOR RECORD.

LIV. NOTICE BY ASSOCIATION -

Whenever written notice to a member (or members) is permitted or required hereunder, such notice shall be given by the mailing of such notice to the member at the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States Mail, properly addressed, whether received by the addressee or not.

LV. TITLES -

The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part hereof.

LVI. INTERPRETATION -

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

LVII. OMISSIONS -

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

LVIII. GENDER AND GRAMMAR -

The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions herein apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

LIX. INTERPRETATION AND ENFORCEMENT -

1. The Developer, the Association, or other persons having any right, title or interest in any Lot or parcel of land in this subdivision, shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all restrictions, covenants and reservations imposed by this Declaration. Violations of any restriction or condition or breach of any covenant herein contained shall give the Developer or the Association, in addition to all other remedies, the right, but not the obligation, to enter upon the land, and to abate and remove the violation at the expense of the owner, and the Developer, the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. The right is expressly reserved to the Developer and its successors and assigns, to interpret any and all conditions, limitations and restrictions but such right shall be without prejudice to the rights of enforcement prescribed in the above paragraphs. The reservation by Developer of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Developer shall not be subjected to any claim, demand, or cause of action from any Lot Owner by virtue of not enforcing any restriction herein contained.
2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision, and all other provisions shall remain in full force and effect.

LX. RIGHT TO ANNEX PROPERTY -

1. Developer shall have the right, subject to the consent of the owner of such property, to annex or dedicate to the subdivision, additional adjacent property and subject such property to any or all of these restrictions and covenants, as if such properties were originally included in this initial subdivision.
2. Developer does not intend hereby nor shall any provision of this Declaration of Covenants, Conditions, Easements and Restrictions be construed to impose any restriction or limitation upon any other property not located within the Huber Air

Park and Huber Air Park, Phase II, according to plats thereof recorded in Volume 6, Pages 160-161 and Volume 6, Pages 461-462 of the Plat Records of Guadalupe County, Texas respectively, specifically including, but not limited to, Developer's Other Property or Dennis Huber's Adjacent Property, and it is expressly understood and agreed that while other property has heretofore been sold to and/or sold or developed by Developer or Developer's predecessors, successors, owners, and assigns, the covenants, conditions, easements and restrictions contained herein shall not affect any such other properties unless Developer shall, with such property owner's consent, execute and cause to be recorded in the office of the County Clerk of Guadalupe County, Texas, a declaration that these restrictions apply to any such property.

LXI. AMENDMENT AND DURATION -

Except for any provisions applying to Dennis Huber and/or Dennis Huber's Adjacent Property, and the owners thereof, at any time, the owners of legal title to sixty percent (60%) of the Lots within the Subdivision may amend (including changing, revoking or modifying) the restrictions and covenants set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Guadalupe County, Texas; provided, however, that so long as Developer owns one or more lots in the Subdivision, no such amendment shall be valid or effective without the written joinder of Developer, unless Developer specifically waives this requirement by written recorded instrument.

EXECUTED this the 27 day of September, 2002.

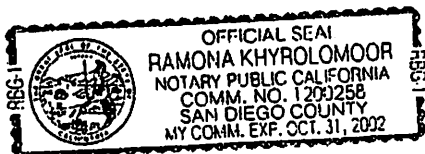
HUBER AIRPARK CIVIC CLUB, LLC
BY: HC & NR, INC., Its Manager

By: [Signature]
Henry F. Coffeen, III
Its President

THE STATE OF CALIFORNIA

COUNTY OF San Diego

This instrument was acknowledged before me on the 27th day of September 2002, by HENRY F. COFFEEN, III, President of HC & NR, INC., a Texas corporation, on behalf of said corporation, and said corporation acknowledged this instrument as Manager of HUBER AIRPARK CIVIC CLUB, LLC, a Texas limited liability company, on behalf of said company.



[Signature]
Notary Public, State of California

VOL 1761 PG 0519

THE STATE OF TEXAS
COUNTY OF GUADALUPE

FILED FOR RECORD

2002 OCT 15 PM 12: 22

LIZZIE M. LORENZ
COUNTY CLERK GUADALUPE CTY.

BY Schulze Weller

I hereby certify that this instrument was
FILED on the date and at the time stamped
hereon by me and was duly recorded in the
Official Public Records of Guadalupe County,
Texas.



Lizzie M. Lorenz
County Clerk,
Guadalupe County Texas

FIRST AMERICAN TITLE COMPANY
202 N. CAMP
SUITE 110
SEGUN, TX 78155

1761