

HUBER AIRPARK CIVIC CLUB, LLC -TO- THE PUBLIC

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS AFFECTING A PORTION OF THE LOTS IN
HUBER AIR PARK SUBDIVISION

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

That the Declaration of Covenants, Conditions, Easements and Restrictions Affecting the lots in HUBER AIR PARK SUBDIVISION, PHASES I AND II which are real property subdivisions, shown on plats recorded in Volume 6, Pages 160-161 of the Map and Plat Records of Guadalupe County, Texas, and Volume 6, Pages 460-462, of the Map and Plat Records of Guadalupe County, Texas, respectively, are amended as set forth herein.

File correct instrument

WITNESSETH:

WHEREAS, HUBER AIRPARK CIVIC CLUB, LLC heretofore executed an instrument recorded in Volume 1761, Page(s) 493-519 of the Official Records of Guadalupe County, Texas, affecting certain lots in Woodlake Subdivision, Unit IV entitled "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS HUBER AIR PARK SUBDIVISION (hereafter referred to sometimes as the "Declaration");

WHEREAS, the Declaration provides in Article LIII and LXI provision for amending the Declaration;

WHEREAS, the undersigned are the Developer and the owners of 60% of the Lots in the Subdivision and are authorized to amend the Declaration;

WHEREAS, the undersigned have determined that the restrictive covenants as set forth in the Declaration be amended as set forth below;

NOW, THEREFORE, the undersigned owners of legal title to lots in the Subdivision, including the Developer hereby covenant, agree and declare that the Declaration is hereby modified and amended as follows:

- 1. ARTICLE VIII of the Declaration, which reads as follows:

"ARTICLE 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."

is hereby revoked, and modified and amended to read as follows:

"ARTICLE VIII HANGARS -

"Hangars are to be used for storage of aircraft or other personal property belonging to the Owner only and are for private use only. Except for the limit private office use, as more particularly described in and provided in Article II of this Declaration, no commercial use of a hangar may be made except that a hangar may be rented to one or more third parties for storage. If there is a lease of a hangar to someone who is not an Owner of the hangar the Developer and the Association must be notified by the Owner of the hangar. The Lessee of the hangar will be required to pay fees to the Association and other costs related to ownership of a Lot just as if he was an Owner. The fees paid by the Lessee will be in addition to and not in substitution of the fees required to be paid by the Owner of the Lot, who will still be responsible for all fees associated with ownership of the Lot. 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."

2. **ARTICLE LIII of the Declaration, which reads as follows:**

"ARTICLE 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."

is hereby revoked, and modified and amended to read as follows:

"ARTICLE LIII RESERVATION OF RIGHTS -

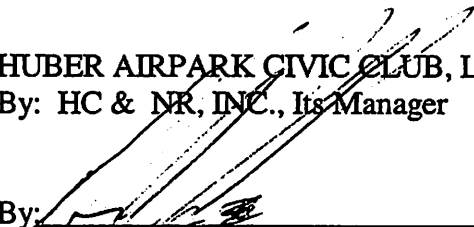
"NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT

FOR ANY PROVISIONS APPLYING TO DENNIS HUBER AND/OR DENNIS HUBER'S ADJACENT PROPERTY, 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. THIS PROVISION DOES NOT APPLY TO ARTICLES II AND LIII OF THIS DECLARATION WHICH MAY ONLY BE AMENDED BY THE PROVISIONS OF ARTICLE LXI OF THIS DECLARATION."

3. The undersigned further ratify the Declaration of Covenants, Conditions, and Restrictions affecting Huber Air Park Subdivision, as recorded in Volume 1761, Page(s) 493-519 of the Official Records of Guadalupe County, Texas, and agree that the provisions of said Declaration are valid and enforceable and shall continue in force and effect as originally written, except as amended and modified hereby.

DATED January 2, 2004.


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

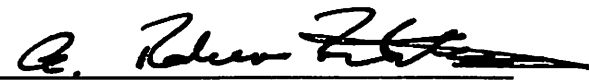
By: 
Henry F. Coffeen, III,
President

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me on the 9th day of January, 2004, 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.

~~~~~  
  
A. ROBERT RAETZSCH  
Notary Public, State of Texas  
My Commission Expires 12-12-2004  
~~~~~


Notary Public, State of Texas

LOT OWNERS AND LOT NUMBER OF LOTS OWNED IN HUBER AIR PARK SUBDIVISION

Henry F. Coffeen III
HENRY F. COFFEEN III

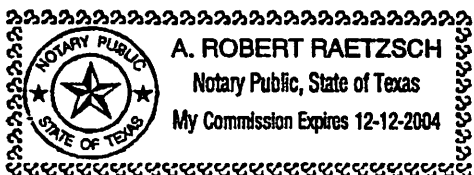
Lot Number(s) 4 and 5, Huber Air Park,
Phase I

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me on the 9th day of January, 2004,
~~2003~~, by HENRY F. COFFEEN III.

A. Robert Raetzsch
Notary Public, State of Texas



LOT OWNERS AND LOT NUMBER OF LOTS OWNED IN HUBER AIR PARK SUBDIVISION

DAVID Z. MAFRIGE AIRSHOWS, INC.

By: 
David Z. Mafrige, President


Lot Number(s) 2 and 3, Huber Air Park,
Phase I

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me on the 28th day of January, 2007, by DAVID Z. MAFRIGE, President of DAVID Z. MAFRIGE AIRSHOWS, INC., a Texas corporation, on behalf of said corporation.



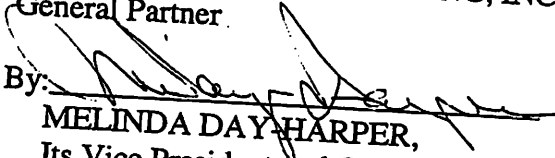

Notary Public, State of Texas

LOT OWNERS AND LOT NUMBER OF LOTS OWNED IN HUBER AIR PARK SUBDIVISION

ATLED, LTD.

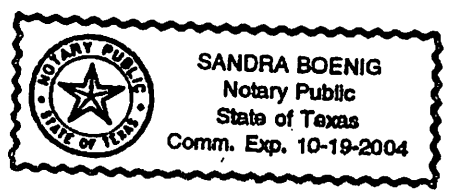
Lot Number(s) 9, Huber Air Park,
Phase II

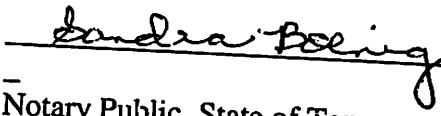
BY: DELTA PRODUCE MARKETING, INC.,
General Partner.

By: 
MELINDA DAY HARPER,
Its Vice President and CFO

THE STATE OF TEXAS
COUNTY OF GUADALUPE

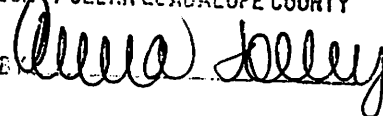
This instrument was acknowledged before me on January 8, 2004, by MELINDA DAY-HARPER, Vice President and CFO of DELTA PRODUCE MARKETING, INC., a Texas corporation, on behalf of said corporation, and the corporation acknowledging this instrument as General Partner on behalf of ATLED, LTD., a limited partnership.




Notary Public, State of Texas

FILED FOR RECORD
04 FEB 18 PM 2:21

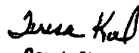
TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY



THE STATE OF TEXAS
COUNTY OF GUADALUPE

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.




County Clerk,
Guadalupe County Texas