

**REVISED COVENANTS OF R. W. J. AIRPARK (2010)**

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF CHAMBERS   §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, R. W. JOHNSON CONSTRUCTION COMPANY, INC., a Texas Corporation having its principal office and place of business in the County of Chambers in the State of Texas, hereinafter referred to as **Developer**, developed that certain residential subdivision and allied Airport in Chambers County, Texas, known as R. W. J. AIRPARK (**Airpark**), as more particularly reflected on map or plat thereof recorded in Volume "B" at Page 80 of the Map Records of Chambers County, Texas, as subsequently revised (the **Plat**), including:

- Residential lots – all numbered lots, except Lots 9 through 14 inclusive and Lots 53 through 59 inclusive, shall be used for residential purposes only (**Residential Lots**);
- Reserve Tracts "A" through "K" inclusive, Reserve Tract "N", Lots 9 through 14, inclusive, and Lots 53 through 59 inclusive are designated for commercial or mixed use (**Commercial Tracts**);
- Reserve Tract "L" (**Reserve Tract L**); and
- Reserve Tract "M" (**Reserve Tract M**).

(Some of the **Commercial Tracts** were subsequently recharacterized and are now designated as **Residential Lots**. Part of Reserve Tract M was subsequently absorbed and included as a part of **Residential Lot** number 79.)

The Fixed Base Operation property that is part of the **Airpark** is hereinafter referred to as the **FBO**.

The **Residential Lots**, **Commercial Tracts**, **Reserve Tract L**, **Reserve Tract M**, and the **FBO** are also sometimes referred to herein individually as **Airpark Property** and collectively as **Airpark Properties**.

WHEREAS, **Developer** affixed certain restrictive covenants and conditions on the purchase, ownership, use and occupancy of the **Airpark Properties** and the runways and taxiways in said **Airpark** as filed of record in Volume 480, Page 40, of the Deed Records of Chambers County, Texas (**1981 Covenants**).

WHEREAS, **Developer** dedicated forever to the public the streets shown on the **Plat** of the **Airpark** for the purpose of ingress and egress subject to the control of said streets by the County of Chambers in the State of Texas and such other governmental bodies as may now or subsequently have jurisdiction over such streets, and did further dedicate for the use of all public utilities the easements shown on said **Plat** for the purpose of installing, using, repairing and maintaining electric and telephone lines and, in the event any gas, sanitary sewer, water services or other utilities should subsequently become available to the **Airpark**, for the purpose of installing, using, repairing and maintaining such gas, sanitary sewer, water services or other utilities. However, nothing therein contained shall be deemed to be a public dedication of the **Airpark** runways, taxiways or allied facilities as shown on such **Plat**; such areas remaining privately owned by **Developer** until the **Developer's** subsequent transfer of ownership of the runways and taxiways to the non-profit R. W. J. Airpark Property Owners Association, Inc. (the **POA**) on October 10, 2008.

WHEREAS, by Deed dated October 10, 2008, the **POA** owns the **Airpark** runways and taxiways which are for the PERPETUAL USE, ENJOYMENT and BENEFIT OF: (i) the owners of the **Airpark Properties**; and (ii) such other individuals, corporations or entities as the **POA** hereafter allows to use such runways and taxiways.

WHEREAS, with the **Developer's** sale of the **Residential Lots** and the **Commercial Tracts** and the transfer of ownership of the runways and taxiways to the **POA**, the owners of the **Airpark Properties** wish to revise the **1981 Covenants** to reflect their current will and the current actual operation of the **Airpark**.



NOW THEREFORE, these Revised Covenants of R. W. J. Airpark (2010) [the **Revised Covenants (2010)**] are adopted as evidenced by the attached written instruments collectively executed by the current owners of at least eighty percent (80%) of the total **Residential Lots, Commercial Tracts, Reserve Tract L and Reserve Tract M**. These **Revised Covenants (2010)** revise and replace the **1981 Covenants** in their entirety and are effective on the 24th day of January, 2011. These **Revised Covenants (2010)**: (a) are for the mutual benefit of present and future owners of the **Airpark Properties**; and (b) affix certain restrictive covenants and conditions on the purchase, ownership, use and occupancy of all **Airpark Properties** and the runways and taxiways in said **Airpark**, to-wit:

## **ARTICLE I** **Airpark Operations**

All operations of the **Airpark** shall be controlled by the **POA Board of Directors (the Board of Directors and/or the Board)**. The **Board** consists of the President, Vice President, Secretary, Treasurer and Director at Large, all of whom are elected by the members of the **POA** in accordance with the **Airpark's Bylaws (the Bylaws)**. To that end, the **Board** will appoint **Committees** to perform, among other duties, those duties set forth in (a) through (d) below.

The President and Vice-President of the **Board of Directors** shall be owners of **Airpark Property** fronting a runway (**Runway Access Property Owners**). Owners of **Airpark Properties** fronting **Reserve L** (i.e., Reserve Tracts "H" and "I" and Lots 53 through 60 inclusive) are also **Runway Access Property Owners** as those **Airpark Properties** have access to a runway per the easement set forth in Article XXII. Additionally, the owner of the **FBO** is a **Runway Access Property Owner**.

- (a) **Operations Committee** to establish and revise **Airpark** operating rules – not limited on number of members. Consists of the **POA President**, owner of the **FBO**, and volunteer **Runway Access Property Owners** (including, if available, those who are AOPA-ASN Representatives and/or FAA Safety Representatives). In the event of a tied vote, the President of the **POA** shall cast the deciding vote.
- (b) **Architectural Control Committee (ACC)** to review and approve architectural requests prior to construction of any and all proposed improvements on the **Airpark Properties**. Consists of five members including the **POA President** and four owners of **Airpark Property** [including **Runway Access Property Owners** and those who own **Airpark Property** that does not front a runway in the **Airpark (Non-Runway Access Property Owners)**].
- (c) **Maintenance Committee** to direct general **Airpark** and runway maintenance. Consists of five members including the **POA President** and Vice-President, the owner of the **FBO**, and two **Runway Access Property Owners**.
- (d) **Budget Committee** to establish a maintenance budget and audit finances. Consists of four members including the **POA Treasurer**, Vice-President and Secretary, and the owner of the **FBO**.

Refer also to the provisions of Article VIII with regard to **Reserve Tracts L and M**.

## **ARTICLE II** **Membership In The POA And Voting Rights**

All owners of the **Airpark Properties**, including the owner of the **FBO**, shall be members of the **POA** (except as provided in Article VIII) and shall each have one vote for each **Airpark Property** owned, except that **Non-Runway Access Property Owners** shall not be entitled to vote on matters that affect only the runways and taxiways (as determined by the **Board**). The owner of the **FBO** shall have one vote for the **FBO**.

**ARTICLE III**  
**POA Membership Dues**

All members of the POA are required to pay **POA Membership Dues** in the amount of \$20.00 per year for each **Airpark Property** owned.

**Runway Access Property Owners** will also be required to pay **Maintenance Fees** as provided in Article IV below.

The **POA Membership Dues** will be used to pay for:

- (a) maintenance and improvement of common areas;
- (b) support of social events;
- (c) part of the cost of liability insurance for **Board** members; and
- (d) other items as approved by the **Board**.

Expenditures of **POA Membership Dues** require a simple majority vote of the **POA** members present at a **POA** meeting when a vote is requested by a published agenda.

Refer also to the provisions of Article VIII with regard to **Reserve Tracts L and M**.

**ARTICLE IV**  
**Maintenance Fees And Special Assessments**

**Runway Access Property Owners** are required to pay a **Maintenance Fee** monthly on the first day of each month. The **Maintenance Fee** (cumulatively **Maintenance Fees**) is in addition to the **POA Membership Dues**.

The **Maintenance Fees** shall be used to pay for costs approved by the **Board** including, but not limited to, costs of:

- (a) real property taxes on the runways, taxiways and common areas;
- (b) maintenance of the runways, taxiways and other common areas, including paving, sealing, mowing, and grading;
- (c) operation and maintenance of the runway lighting system;
- (d) equipment purchases; and
- (e) other items as approved by the **Board of Directors**.

All such costs are referred to as **Approved Maintenance Costs**.

All revenues and **Approved Maintenance Costs**, together with a proforma maintenance budget for the following year, shall be reported to the **POA** members at the annual meeting held in accordance with the **Bylaws**.

The owner of the **FBO** shall pay twenty percent (20%) of the **Approved Maintenance Costs** and the remaining **Runway Access Property Owners** shall pay eighty percent (80%) as specified in the **1981 Covenants**. The **FBO** owner's portion will equal the remaining **Runway Access Property Owners'** cumulative contribution divided by 0.8, minus such remaining **Runway Property Owners'** contribution. For example, the **FBO** owner's contribution equals  $\$1,420/0.8$  minus  $\$1,420$  equals  $\$355$ . The foregoing reflects the current **Maintenance Fees** and could change in the future.

Said **Maintenance Fee** shall be in an amount:

- For **Runway Access Property Owners** of **Residential Lots** - not to exceed \$20.00 per month per **Lot**;



- For **Runway Access Property Owners of Commercial Tracts** - not to exceed \$50.00 per month per **Tract**; and
- For the owner of the **FBO** – equal to twenty percent (20%) of the **Approved Maintenance Costs**.

Expenditures from the **Maintenance Fee** account will be as recommended by the **Maintenance and Budget Committees** and approved by the **Board of Directors**.

Any **Approved Maintenance Costs** that exceed the cumulative total **Maintenance Fees** may be paid for with a special assessment against all **Runway Access Property Owners (Special Assessment)**. Any such **Special Assessment** will require approval by at least two thirds (2/3) of all such **Runway Access Property Owners**, each of whom shall have one vote for each **Runway Access Property** owned (this includes the owner of the **FBO**, who shall have one vote for the **FBO**).

Any approved **Special Assessment** shall be paid by the **Runway Access Property Owners** and the owner of the **FBO** in the same proportions as the regular **Maintenance Fees** are paid and may take the form of, by way of example, either a temporary increase in the monthly payments or a lump sum payment.

The number of **Runway Access Properties** is subject to change (if, for example, **Tract L** is later subdivided).

The owner of the **FBO** shall be entitled to only one vote for the **FBO** in all matters.

Refer also to Articles VIII and XII.

#### **ARTICLE V** **Collection Of Dues, Fees and Assessments**

All **POA Membership Dues, Maintenance Fees, and Special Assessments** will be remitted to the **POA Treasurer** who will place the monies in two separate bank accounts, one account to be for **POA Membership Dues** only and the other for **Maintenance Fees and Special Assessments** only. All such amounts shall be paid when due as specified by the **POA Treasurer**.

The **Treasurer** is authorized to pay bills as instructed by the **Board of Directors**.

#### **ARTICLE VI** **Subordination Of Dues, Fees And Assessments And Lien**

The **POA Membership Dues, Maintenance Fees** and any **Special Assessments** and other charges imposed herein, together with all collection expenses and attorney fees incurred in connection therewith, shall be secured by a lien which is hereby created and imposed upon each and every **Airpark Property** subject to such charges as provided herein, and every conveyance of any or all of such **Airpark Properties** shall be subject to this lien.

The lien established herein will be subordinate to the lien of any first mortgage. Sale or transfer of any **Airpark Property** will not affect the assessment lien. No sale or transfer will relieve the **Airpark Properties** from liability for any assessments later becoming due or from the lien.

The **POA**, at its option and upon payment to the **POA** of a fee to be set by the **POA** and calculated to reimburse the **POA** for its time and expense incurred, and upon payment of all attorney fees by the requesting party, may, by appropriate written instrument recorded in accordance with the laws of the State of Texas, subordinate any and all liens provided for herein to the liens of any other Deed of Trust and/or other encumbrance or mortgage.



**ARTICLE VII**  
**Enforcement of Dues, Fees And Assessments And Lien**

The lien prescribed herein as security for the payment of said **POA Membership Dues, Maintenance Fees, Special Assessments** and any other charges imposed herein shall be enforceable by the POA, its successors and assigns, through appropriate legal proceedings in the manner prescribed by law. No proceedings for enforcement of such liens shall be commenced until the expiration of sixty days after the date the charge or assessment secured by such liens becomes due and payable.

**ARTICLE VIII**  
**Provisions Specific To Reserve Tract L And Reserve Tract M**

1. As of the effective date of these **Revised Covenants (2010)**, Reserve Tracts L is owned by the **Developer's** heirs. Therefore, the current owners of such Reserve Tract L in their capacity as owners of such Reserve Tract L:
  - (a) are not currently eligible to serve on the **Committees** that are appointed per Article I;
  - (b) are not currently subject to paying the **POA Membership Dues**, are not members of the **POA**, and do not have voting rights; and
  - (c) are not currently subject to paying **Maintenance Fees**.
  
2. However, upon any sale of Reserve Tract L, those subsequent owners of Reserve Tract L shall immediately:
  - (a) be eligible to serve on **Committees** that are appointed per Article I;
  - (b) become members of the **POA**, have the same voting rights as other members of the **POA**, and shall pay **POA Membership Dues** (refer to Articles II and III); and
  - (c) each be required to pay **Maintenance Fees** at the same rate as the **Runway Access Property Owners of Commercial Tracts**; provided, however, that the **ACC** may approve the use of any such property for residential purposes if so requested, in which event the **Maintenance Fees** shall be at the same rate as for the **Runway Access Property Owners of Residential Lots** (refer to Article IV).
  
3. As of the effective date of these **Revised Covenants (2010)**, ownership of Reserve Tract M is no longer held by the **Developer's** heirs, therefore, said subsequent owner(s) of Reserve Tract M is now:
  - (a) eligible to serve on **Committees** that are appointed per Article I;
  - (b) a member of the **POA**, has the same voting rights as other members of the **POA**, and shall pay **POA Membership Dues** (refer to Articles II and III); and
  - (c) required to pay **Maintenance Fees** at the same rate as the **Runway Access Property Owners of Commercial Tracts**; provided, however, that the **ACC** may approve the use of any such property for residential purposes if so requested, in which event the **Maintenance Fees** shall be at the same rate as for the **Runway Access Property Owners of Residential Lots** (refer to Article IV).
  
4. With regard to Reserve Tract L and/or of Reserve Tract M, written approval of the **ACC** must be obtained prior to subdividing, constructing **Improvements/Structures** of any nature whatsoever, or conducting any business activities thereon. The **ACC** will try to be accommodating with regard to granting approval for the construction of aviation-related facilities and/or residential structures on Reserve Tract L and/or Reserve Tract M.
  
5. Should Reserve Tract L and/or Reserve Tract M be subdivided and sold, then each parcel shall be considered a separate **Commercial Tract or Residential Lot**, as the case may be and as first approved by the **ACC** [see 2.(c) and 3.(c) above], having runway access.



This Article applies to the owners of **Reserve Tracts L** and **M** only in their capacity as owners of such **Reserve Tracts L** and **M**.

As of the effective date of these **Revised Covenants (2010)**, the **FBO** is also owned by the **Developer's** heirs.

THIS ARTICLE DOES NOT APPLY TO THE OWNER OF THE **FBO** AND ALL PROVISIONS OF THESE **REVISED COVENANTS (2010)** WITH REGARD TO THE OWNER OF THE **FBO**, IN ITS CAPACITY AS OWNER OF THE **FBO**, SHALL GOVERN.

**ARTICLE IX**  
**Improvements/Structures**

1. Plans for the construction of commercial/business structures, residences, garages, hangars, barns and other outbuildings, and any and all improvements and structures of any kind whatsoever (including, but not limited to, fences, pools, decks, storage buildings, driveways, septic systems, wells, fuel tanks, signs, transmitting or receiving antennas, etc.) (**Improvements/Structures**) must be submitted to the **ACC** for review and written approval by majority vote prior to commencement of construction. Plans for construction shall include: (a) construction drawings and specifications; and (b) a site plan showing the proposed location to scale of any such proposed **Improvements/Structures**. All such **Improvements/Structures** must be of such materials and design and must be constructed and located as first approved in writing by the **ACC** and must conform to ICC building codes in effect when constructed. All outbuildings must be securely anchored on a slab. The **ACC** will try to respond to any such request for approval within thirty days of receipt of the plans as shall be evidenced either by the signatures of a majority of the **ACC** or by signature of the **POA** President attesting that the plans have been either approved or denied, as the case may be, by a majority vote of the **ACC**. The **ACC's** decision shall be final and binding on all owners of **Airpark Property**. A time period of eighteen months shall be allowed for construction of any such **Improvements/Structures** to be completed.
2. All construction is to conform to the setback lines depicted on the **Plat**. When no setback lines are shown on the **Plat** the following setback rules shall apply:
  - No building within 10' of any interior property line;
  - No building within 25' of any taxi way; and
  - No building within 50' of FM 2354.

All barns, outbuildings and detached hangars shall be constructed at least one hundred feet (100') behind the front setback line on each **Airpark Property**. For the purpose of this Article, eaves, open porches and steps shall not be considered as part of the building; provided, however, that no building, fence, antenna, tree or other obstruction shall be placed between the rear setback line and the back lot line of any **Airpark Property** having runway access.

The **ACC** may, at its discretion, approve the installation of shrubs and other objects in the setback areas adjacent to any runway or taxiway, however, such shrubs or other objects must not exceed 4' in height when mature.

3. No residence shall be erected, altered, placed or permitted to remain on any **Residential Lot** in the **Airpark** other than one detached single family residence per **Residential Lot**. Such residence is not to exceed two stories in height and shall have a minimum living area of 1,500 square feet. Two story residences shall have a minimum living area of 1,000 square feet on the first floor. Residences may be constructed with garages or aircraft hangars either attached or detached. Unless otherwise approved by the **ACC**: (a) each residence must have a private garage for not less than two cars; (b) exterior walls shall be of brick or masonry material; and (c) roofing shall be composition shingles. A detached garage shall not be deemed to be an outbuilding for purposes of this Article.



4. One airplane hangar may be constructed on each **Residential Lot** and **Commercial Tract** having runway access. Hangars and outbuildings shall be constructed in a manner as to match a typical pre-engineered building covered with painted metal sheeting except that any hangar or garage attached to a residence shall be constructed in a manner as to match the construction of the residence. Such hangar shall be no larger than would be necessary to store two (2) single engine aircraft of a size comparable to a Cessna Skylane 182 and all hangars must be constructed on, and securely anchored to, a concrete slab foundation. No hangar shall be constructed until construction of the residence or business building, as applicable, has commenced. Use of a hangar beyond the eighteen month construction period for the residence or business building, as applicable, is not allowed and owner shall be required to remove any airplane or other material stored in such hangar and cease using the hangar for any purpose until construction of such residence or business building is completed.
5. No sign of any kind shall be displayed to the public view on any **Residential Lot** except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise during a construction period on a **Residential Lot**.
6. Any **Improvements/Structures** previously approved in writing by the ACC under the **1981 Covenants** are grandfathered under these **Revised Covenants (2010)**.

**ARTICLE X**  
**Temporary/Additional Residence**

1. No basement, attic, garage, barn, hangar, pool house, trailer, tent, shack, or any structure erected on any **Airpark Property** shall be used as a residence at any time, either temporarily or permanently, except the structure approved as the primary residence by the ACC, it being the intent that the primary residence shall be occupied as a single-family residence. This is not to say that adult children or aged parents can not also occupy the primary residence.
2. This restriction is not intended to exclude visits by relatives or friends who might be traveling in a self contained unit. Visits involving such a unit which last more than three weeks will require prior ACC approval.
3. In the event that any residence in the **Airpark** is rendered un-inhabitable due to a natural disaster such as a flood or a hurricane, a self contained temporary residence such as a travel trailer or motor home may be used for up to six months while repairs are being made to the residence.

**ARTICLE XI**  
**Business Activities On Commercial Tracts and Reserve Tracts L And M**

Any contemplated business activity on any **Commercial Tract** or **Reserve Tracts L** or **M** must first be approved in writing by the ACC. Upon receipt of written approval for the type of business to be conducted on any such **Commercial Tract**, **Reserve Tract L** or **Reserve Tract M**, such approval shall thereafter be final and binding on the ACC and may not be subsequently withdrawn even though the title to such **Commercial Tract**, **Reserve Tract L**, or **Reserve Tract M** shall be transferred to other parties; however, no different type of business or activity shall thereafter be engaged in on such **Commercial Tract**, **Reserve Tract L**, or **Reserve Tract M** unless such subsequent business activity is first approved by the ACC upon subsequent application for such approval. No sale of alcoholic beverages shall be permitted on any **Commercial Tract** or **Reserve Tracts L** or **M** or the **FBO**. At its discretion, the ACC may waive this restriction on the sale of alcoholic beverages, on a case by case basis, if so requested.



**ARTICLE XII**  
**Recharacterization Of Commercial Tracts And/Or Residential Lots**

Any owner of a **Commercial Tract** may ask the ACC to approve recharacterization of said **Commercial Tract** to become a **Residential Lot**. If approved by the ACC, such **Commercial Tract** shall thenceforth be deemed a **Residential Lot** and shall be subject to the restrictive covenants and conditions herein that apply to **Residential Lots** and, if the property has runway access, the **Maintenance Fee** amount shall be adjusted to be the same as the **Maintenance Fee** for **Runway Access Property Owners of Residential Lots**. However, nothing herein contained shall ever allow the ACC or any other entity or person to release any **Residential Lot** from the residential use restrictions set forth herein.

**ARTICLE XIII**  
**Subdivision Of Residential Lots And/Or Commercial Tracts**

Except as herein provided, no **Residential Lot** or **Commercial Tract** may be re-subdivided or conveyed in part so as to create more than one **Residential Lot** or **Commercial Tract**, it being the intent of this Article to require that all **Residential Lots** and **Commercial Tracts** retain, as a minimum, their original configuration as platted without reduction in size and that any sale of any such **Residential Lot** or **Commercial Tract** must be made in its entirety in one sale transaction to the same purchaser. However: (a) one **Residential Lot** may be divided into two parts or portions by the owners of the **Residential Lots** on each side of such divided **Residential Lot** and thereafter such divided portion shall, for the purpose of these restrictions, constitute a part of each owner's full adjoining **Residential Lot** and shall be conveyed thereafter with such full **Residential Lot**; and/or (b) one **Commercial Tract** may be divided into two parts or portions by the owners of the **Commercial Tracts** on each side of such divided **Commercial Tract** and thereafter such divided portion shall, for the purpose of these restrictions, constitute a part of each owner's full adjoining **Commercial Tract** and shall be conveyed thereafter with such full **Commercial Tract**. All setback lines shall be measured from the exterior side lines of such enlarged **Residential Lot** or **Commercial Tract** and the lot line previously located in the middle of such enlarged **Residential Lot** or **Commercial Tract** may be disregarded for building purposes.

**ARTICLE XIV**  
**Animals**

No animals, livestock or poultry of any kind shall be bred, raised, or kept for any commercial purpose or otherwise on any **Airpark Property** except that:

- (a) each household owning one or more **Airpark Properties** may keep a maximum of four dogs or four cats (or a combination of dogs and cats not exceeding a total of four animals), provided that all of such animals are kept either inside the residence or in a completely fenced area outside the residence; and
- (b) each household owning two or more adjoining **Airpark Properties** may also keep either: (i) two horses; or (ii) two cows; or (iii) one horse and one cow, provided that all of such horses and/or cows are kept in an enclosed barn and/or a completely fenced area outside the residence, which fenced area shall be located in its entirety more than two hundred feet (200') from the front of the **Airpark Property** and shall also be located in compliance with the setback lines.

**ARTICLE XV**  
**Appearance/Mowing**

No **Airpark Property** shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located to the rear of the residence or business building. All **Airpark Properties** shall: (a) be maintained and kept in a clean and orderly manner; and (b) be regularly mowed as needed to maintain them in a neat and attractive condition. Grass shall be deemed to require mowing if it



exceeds 8 inches in height. Should the property owner for whatever reason not mow, then the POA, after letter notification to the property owner, will have the offending **Airpark Property** mowed and shall bill the owner accordingly.

**ARTICLE XVI**  
**Storage**

No: (a) automobile, truck, motor cycle, motor home or other vehicle which is not capable of being driven in its present condition; and (b) boats, boat trailers, camp trailers or any other types of trailers (including camper units removed from vehicles); and (c) lawn or other maintenance equipment, commercial equipment, trash, debris, or other unsightly property, shall be stored on or at any **Airpark Property** other than behind the extended line of the front wall of residential and commercial structures or inside the confines of any garage, hangar, or commercial building, as the case may be, or inside the confines of any privacy fence built thereon.

It is the intent hereof to prohibit the parking or storage of any of such items in the front of any residence or business building or on any street in the **Airpark** other than for "short temporary periods" (as determined by the ACC) while such items are being cleaned, repaired or loaded in preparation for use.

**ARTICLE XVII**  
**Noxious Activity**

No noxious or offensive trade or activity of any type shall be conducted on any **Airpark Property** nor shall anything be done thereon which may be or become an annoyance or nuisance to others in the **Airpark**. Questions with regard to such activities shall be decided by the ACC, and the ACC's majority decision as to whether any particular activity causes an unreasonable annoyance or nuisance to other **Airpark Property** owners shall be final and binding on all owners. Each owner shall be obligated to strictly comply with the ACC's decision in this regard and to cease any such activity upon written request from the ACC.

**ARTICLE XVIII**  
**Wells, Septic, And Gas Systems**

Extension of: (i) gas service; (ii) sanitary sewer service; or (iii) water service to any of the **Airpark Properties** is not currently anticipated, and each owner shall be responsible for the installation and maintenance of gas, septic systems and wells on his **Airpark Property** to provide for such services at his own expense. All butane, propane or similar gas systems and all sanitary sewer facilities and water wells shall be located in the rear of the residence or business building and no part of any such system shall be located within the setback lines depicted on the **Plat**. When no setback lines are shown on the **Plat**, then no part of any such system shall be located within twenty-five feet (25') of any lot line. All such systems shall be constructed and maintained in strict accordance with all of the applicable standards and regulations for such systems as prescribed by any state, county, city or federal governmental agency having jurisdiction to regulate or control the installation and maintenance of such systems.

**ARTICLE XIX**  
**Fuel Storage**

No tanks for the storage of any type of fuel shall be permitted on any **Residential Lot** with the exception of tanks for butane, propane or similar gas systems for the personal consumption of the home owner. No aviation fuels shall be stored on any **Airpark Property** other than the **FBO** as long as the **FBO** is in operation and providing fuel services. In the event the **FBO** discontinues fuel services, an owner of a **Commercial Tract**, **Reserve Tract L** or **Reserve Tract M** has the right to install an aviation fuel system for its commercial use upon prior written approval of the ACC and, in the event the **FBO** resumes fuel service, removal of the system shall not be required. In addition, in the event the **FBO** discontinues fuel service, the POA shall have the right to install and operate an aviation fuel system and shall not be required to remove it in the event the **FBO** resumes fuel



service. All fuels stored on any **Airpark Property** shall be stored in accordance with applicable laws and guidelines.

**ARTICLE XX**  
**Availability Of Aviation And Recreational Facilities And Aircraft Regulations**

Each owner of an **Airpark Property** shall be entitled to use all runways, taxiways and allied aviation and/or recreational facilities which now exist or which are hereafter constructed in the **Airpark** at no cost (except as may be provided herein) and in accordance with Federal Aviation Administration rules and regulations and any rules and regulations governing such usage as adopted and/or published from time to time by the **Operations Committee**. Such usage does not include the right to use the **FBO** facilities free of charge.

**ARTICLE XXI**  
**Restrictions And Privileges Specific To Runway Access Residential Lots And Runway Access Commercial Tracts**

Other than with regard to **Reserve Tracts L and M** and the **FBO**: no aircraft shall at any time be situated outside of any hangar except for temporary periods when such aircraft is being washed or maintenance is being performed thereon or such aircraft is being loaded or is arriving or departing from any **Residential Lot** or **Commercial Tract** having runway access.

The above is not intended to exclude fly-in visits by relatives or friends. Aircraft belonging to such fly-in visitors may be situated on the **Residential Lot** or **Commercial Tract** outside of the hangar provided that fly-in visits that last more than three weeks will require prior written approval from the **ACC**.

**ARTICLE XXII**  
**Easements And Setbacks**

1. **Easement Over And Across Reserve Tract L**

The easement set forth by **Developer** in the **1981 Covenants** for ingress and egress over and across **Reserve Tract L** shall continue in effect for the use and benefit of the present and subsequent owners of Reserve Tracts "H" and "I" and Lots 53 through 60 inclusive, said easement for ingress and egress to be used by such owners in connection with taxiing of aircraft situated on their respective properties from such properties to the **Airpark** taxiways and runways. Each such owner shall have the right and privilege to taxi aircraft over and across any part or portion of **Reserve Tract L** so long as their use of such **Reserve Tract L** for such purpose does not unduly interfere with the location of any improvements presently situated thereon or which may hereafter be constructed thereon by **Developer's** heirs or subsequent owners. However, it is understood that no **Improvements/Structures** will ever be constructed on **Reserve Tract L** in such a manner as to restrict any of the aforementioned owners' right to taxi aircraft from their respective properties over and across such **Reserve Tract L** to the taxiways and runways.

2. **Utility Easements**

No **Improvements/Structures** or obstruction of any kind shall ever be constructed on or upon the utility easements shown on the **Plat**, said easements being expressly reserved and dedicated for the use of all public utilities as aforesaid.

3. **Setbacks: Reserve Tracts "F", "G", "H" and "I"**

The 25' building setback line established in the **1981 Covenants** over and across the North side of Reserve Tract "H" and the most Northerly portion of Reserve Tract "I" (said 25' building setback line being located parallel to and exactly 25' perpendicular distance from the North line of Reserve Tract "H" and the most Northerly North line of Reserve Tract "I") shall continue in effect as shall the similar 25' building setback line that was also established by the **1981 Covenants** over and across the Southerly side of Reserve Tract "G" and the most Southerly portion of Reserve Tract "F" (said line being located 25' perpendicular



distance North of and parallel to the South line of Reserve Tract "G" and the most Southerly South line of Reserve Tract "F").

### **ARTICLE XXIII** **Enforcement**

If any person or entity shall violate or attempt to violate any of these **Revised Covenants (2010)**, it shall be lawful for any other person or persons or entities owning any **Airpark Property** or for the **POA** to prosecute any proceedings at law or in equity against the person or persons or entity violating or attempting to violate any such **Revised Covenants (2010)** and either to prevent him or them or it from so doing or to recover damages, costs, and attorney fees incurred arising from such violation. In the event any party should be successful in bringing any such suit to abate any violation or threatened violation of these **Revised Covenants (2010)**, then such party shall be entitled to a personal judgment against the party violating or threatening to violate these **Revised Covenants (2010)** for any reasonable attorney fees incurred by the party bringing such action.

### **ARTICLE XXIV** **Initial And Extension Terms**

These **Revised Covenants (2010)** shall remain in full force and effect until January 1, 2021, at which time such **Revised Covenants (2010)** shall be automatically extended for a period of ten (10) additional years unless on or before such date a written instrument is executed by the owners of at least eighty percent (80%) of the total **Airpark Properties** declaring that such **Revised Covenants (2010)** shall, upon January 1, 2021, become null and void either in whole or in part. To be effective, any such instrument must be notarized and filed for record in the Office of the County Clerk of Chambers County, Texas, on or before December 31, 2020. If such an instrument is so executed and filed on or before such date, these **Revised Covenants (2010)** shall become null and void either in whole or in part as provided in such instrument upon January 1, 2021; however, such instrument shall not affect in any way the dedication of public streets or easements in such **Airpark** as hereinbefore described.

In the event such an instrument has not been executed and filed for record on or before December 31, 2020, then these **Revised Covenants (2010)** shall be extended for an additional ten (10) year period and shall at the end of such ten (10) year period and each additional ten (10) year period thereafter be automatically extended for an additional ten (10) year period unless an instrument has been executed and filed for record in the manner hereinabove specified on or before the end of any such ten (10) year extension by the owners of at least eighty percent (80%) of the total **Airpark Properties** declaring that such **Revised Covenants (2010)** shall upon the expiration of the then current ten (10) year extension period become null and void either in whole or in part. If such an instrument is so executed and filed for record on or before the end of any ten (10) year extension period, these **Revised Covenants (2010)** shall become null and void either in whole or in part as provided in such instrument upon the end of the then current ten (10) year extension period.

[ATTACHED AS EXHIBIT "A" IS A SUMMARY LIST OF THE CURRENT OWNERS OF RECORD OF THE R. W. J. AIRPARK LOTS, TRACTS AND RESERVES SPECIFYING THOSE WHO HAVE COLLECTIVELY EXECUTED THIS "REVISED COVENANTS OF R. W. J. AIRPARK (2010)" AS EVIDENCED BY THEIR SIGNED "PETITIONS", WHICH ARE ALSO ATTACHED. THE NUMBER OF OWNERS WHO HAVE COLLECTIVELY EXECUTED THE SIGNATURE PETITIONS EXCEEDS EIGHTY PERCENT (80%) OF THE TOTAL OWNERSHIP OF RESIDENTIAL LOTS, COMMERCIAL TRACTS, RESERVE TRACT L AND RESERVE TRACT M.

ALSO ATTACHED IS THE "VERIFICATION" BY KEITH MAGILL, PRESIDENT OF THE R. W. J. AIRPARK PROPERTY OWNERS ASSOCIATION, INC., VERIFYING AND AFFIRMING UNDER OATH THAT HE HAS PERSONAL KNOWLEDGE OF: (1) THE PETITION BY THE R. W. J. AIRPARK PROPERTY OWNERS ASSOCIATION, INC., TO ADOPT THE REVISED COVENANTS OF R. W. J. AIRPARK (2010), AND (2) THE PETITIONS SIGNED BY CURRENT OWNERS OF RECORD TO EVIDENCE THEIR COLLECTIVE EXECUTION OF SAID REVISED COVENANTS OF R. W. J. AIRPARK (2010); AND THAT (3) THE FACTS STATED IN SAME ARE TRUE AND CORRECT.]



**EXHIBIT "A"**  
**TO THE**  
**REVISED COVENANTS OF R. W. J. AIRPARK (2010)**

**SUMMARY LIST OF THE CURRENT OWNERS OF RECORD  
 OF THE R. W. J. AIRPARK LOTS, TRACTS AND RESERVES  
 SPECIFYING THOSE WHO HAVE COLLECTIVELY EXECUTED THIS  
 REVISED COVENANTS OF R. W. J. AIRPARK (2010)  
AS EVIDENCED BY THEIR ATTACHED SIGNED PETITIONS**

LOTS, TRACTS, AND RESERVES	VOTES	OWNER(S) OF RECORD
A	1	JOSE AND MARIA ALVAREZ
B	1	JOSE I. CORNEGO
C	1	BRUCE R. BYLSTONE
D	1	CARLA D. CARPENTER
E	1	MATTHEW REYNOLDS
F	1	RONALD R. FEHRING
G	1	TRAVIS TAYLOR
H	1	STAN HOLZAEPFEL
<i>I</i>	*	<i>ELIZABETH CRAVENS</i>
J	1	MARVIN J. AND DEBRA L. MURRAY
K	1	MARVIN J. AND DEBRA L. MURRAY
<i>L</i>	*	<i>R.W. JOHNSON CONSTRUCTION CO INC.</i>
M	1	JAMES T. KUBIK
N	1	JUAN JOSE HERRERA SR. AND CLAUDIA H. HERRERA
1	1	DUWAYNE E. AND ELLEN L. SMITH
2	1	DUWAYNE E. AND ELLEN L. SMITH
3	1	RODNEY P. AND TAFFI D. HALL
4	1	DREW L. AND SANDRA L. GASSETT
5	1	KEVIN ALLNUTT
6	1	JOSE "MARTIN" AND ERICA NAVEJAR
7	1	BENJAMINE AND MADELEN FRANCO
<i>8</i>	*	<i>WALTER AND SHEILA TAPLEY</i>
9	1	DALE AND MARTHA CALKIN
10	1	STEVE MONIGAL
11	1	JOHN STEVEN AND JACQUELYN L. RAYBURN
12	1	TERRY KEITH AND SANDRA K. MAGILL
13	1	WALLER-BINNS LIVING TRUST U/A, JOHN F. AND CAROLE B. BINNS, CO-TRUSTEES
<i>14</i>	*	<i>DAVID AND GLENDA SORENSEN</i>
15	1	MURRY AND JEAN MARIE TATE
16	1	ROYCE K WARREN



LOTS, TRACTS, AND RESERVES	VOTES	OWNER(S) OF RECORD
17	1	BOBBY W. KEITH
18	1	DAVID FLOYD NEWSOM <i>Rainsford</i>
19	1	DAVID FLOYD NEWSOM <i>Rainsford</i>
20	1	CHARLES S. BELL AND DENISE K. RONQUILLE
21	1	JIMMY I. AND PATRICIA K. MOORE
22	*	<b>LUIS GARCIA ET UX</b>
23	1	RICHARD W. AND PATRICIA G. PARHAM
24	1	MARK AND LESLIE NAGELMUELLER
25	1	ROY M. PIGFORD
26	1	STEPHEN R. AND LINDA S. MERRYMAN
27	1	LOUIS J. AND MONA B. COGNATA
28	*	<b>VICTOR YBARRA</b>
29	*	<b>TERRY LYNN AND JEANNIE ANN MEDDERS</b>
30	1	BILLY AND SUE CARLILE
31	1	SCOTT KEVIN AND DEBORAH ANN BETTES
32	1	GORDON CROSS
33	1	TED H. FILER III ET UX
34	1	MARK A. NOVASAD <i>Hrabins</i>
35	*	<b>DEETTA R. ETHINGTON</b> <i>tharp</i>
36	1	ERIC AND LESLIE THOMAS <i>Martin</i>
37	1	GLORIA COX
38	1	JOHN BOLDING
39	1	CHRIS W. CAROUTHERS
40	1	CHARLES E. AND BONNIE BURGOON
41	1	ALBERT N. NELSON JR. FAMILY TRUST
42	1	ADAM G. REED
43	1	ADAM G. REED
44	1	ADAM G. REED
45	1	AZEE CALDWELL JR. AND BETH CALDWELL
46	1	AZEE CALDWELL JR. AND BETH CALDWELL
47	1	AZEE CALDWELL JR. AND BETH CALDWELL
48	*	<b>TERRY LYNN AND JEANNIE ANN MEDDERS</b>
49	1	DALE ANTHONY CARTER
50	1	BRUCE R. BLYSTONE
51	*	<b>VICTOR LEE ROBINSON</b>
52	1	J. R. SANDERS JR.
53	*	<b>DAVID A. DE BOLD AND PETER A. ALTINGER</b>
54	1	DAVID CANTU
55	1	DAVID AND DONNA WILLIAMS
56	1	STAN HOLZAEPFEL
57	1	REFUGIO AND ANDREA GONZALEZ
58	1	DANIEL J. RIGGS
59	1	BILLY E. ENKS
60	1	STEVEN AND ELISABETH FINGERHUT
61	1	STEVEN AND ELISABETH FINGERHUT
62	1	ROBERT RAMIREZ ET UX



LOTS, TRACTS, AND RESERVES	VOTES	OWNER(S) OF RECORD
63	1	ROBERT RAMIREZ
64	1	SANTIAGO ANDRES CAMPOS
65	1	DAVID AND MARTHA RAMIREZ
66	1	ROBERT S.AND NANCY R. NOUIS
67	1	SALVADORE ALVAREZ JR.
68	1	SHANE A. AND LEIGHIA L. ARDOIN
69	1	DEANNE M. PHILLIPS
70	1	AMY SORRELLS
71	*	<b>VICTOR P. AND BONNIE K. YBARRA</b>
72	1	AMY SORRELLS
73	1	ROBERT W. POWELL
74	*	<b>SCOTT A. MUSTON</b>
75	*	<b>THOMAS RUSSELL PENA</b>
76	*	<b>GLEND A. HERNANDEZ</b>
77	1	STEVEN L.FOWLER
78	1	JENNIFER ANDERS LEBLANC
79	1	JAMES T. AND KAREN F. KUBIK
80	1	DAVID ALDEN
81	1	JOSH AND DANA KUBIC
82	1	DAVID HOLLOWAY
83	1	RICHARD R.ROBERTSON ET UX
84	1	SHIRLEY LORRAINE EPLING COHN
85	1	JOHN P BURLEIGH III AND IRENE P. BURLEIGH
86	1	CATHERINE NEFF
87	1	MARK D. JOHNSON
88	1	ROBERT J. DANIEL AND LAURA SULLIVAN
89	1	WILLIE RAY AND GLENDA GAY HARVEY
90	1	CINDY K. WELCH
91	*	<b>WOLFGANG FISCHER ET UX</b>
92	1	WILLIAM L. HATLER ET UX
93	1	ROBERT F. CURRY
94	1	ROBERT F. CURRY
95	1	WENDELL KEITH BARROW ET UX
96	1	CURTIS AND CRYSTAL VICKERS
97	1	RANDALL H. SANDERS
98	1	RANDALL H. SANDERS
99	1	PATRICK CONLEY AND EMILY B. BARROW
100	1	PATRICK C. AND EMILY BARROW
101	1	JAMES T. AND KAREN F. KUBIK
102	1	JAMES T. AND KAREN F. KUBIK
103	1	LOUIS COGNATA
104	1	JAMES T. AND KAREN F. KUBIK
	TOTAL=102	
TOTAL=118	(=86.44%)	

**\* DID NOT VOTE OR DID NOT AGREE**



**Signature Pages On File With Secretary**

**Available upon request**

**Recorded page numbers :**

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<b>63057</b>	<b>OR</b>	<b>1247</b>	<b>505-548</b>



THE STATE OF TEXAS §  
§  
COUNTY OF Chambers §

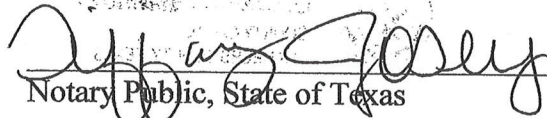
VERIFICATION

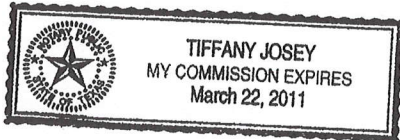
2011 BK VOL PG  
63057 OR 1247 549

Before me, the undersigned notary, on this day personally appeared **Keith Magill**, President of the R. W. J. Airpark Property Owners Association, Inc. After I administered an oath to him, upon his oath he verified and affirmed that he has personal knowledge of: (1) the foregoing Petition by the R. W. J. Airpark Property Owners Association, Inc., of Beach City, Texas, to adopt the **Revised Covenants of R. W. J. Airpark (2010)**, and (2) the foregoing Petitions signed by current owners of record to evidence their collective execution of said **Revised Covenants of R. W. J. Airpark (2010)**; and that (3) the facts stated in same are true and correct.

  
\_\_\_\_\_  
Keith Magill  
President of the  
R. W. J. Airpark Property Owners Association, Inc.

SWORN TO and SUBSCRIBED before me on the 24 day of January, 2011, by **Keith Magill**, President of the R. W. J. Airpark Property Owners Association, Inc., on behalf of said R. W. J. Airpark Property Owners Association, Inc.

  
\_\_\_\_\_  
Notary Public, State of Texas



After recording return to:

R.W.J. Airpark Property Owners Association, Inc.  
c/o Cindy Fehring, Secretary  
15722 Tri City Beach Road  
Beach City, Texas 77523