

DEED

3033

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

VOL 1552 PAGE 523

THIS DECLARATION, made on the date hereinafter set forth by WOLFE AIRPARK, INC., a Texas corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Brazoria County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Civic Club" shall mean and refer to WOLFE AIRPARK CIVIC CLUB, INC., a Texas Non-Profit Corporation, and its successors. The Civic Club has title to and administers the common areas, and levies charges against the lot owners for common area expenses. Membership in the Civic Club cannot be severed from the ownership of an individual lot.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to one or more Lot(s) which are a part of the Property, including contract sellers, but excluding the Civic Club and those having such interest merely as security for the performance of an obligation. Owners shall have undivided interest in common areas.

Section 3. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Civic Club. "Properties" shall refer to one or more Lots located within the Property. The Property is hereinafter sometimes called "WOLFE AIRPARK" or the "Subdivision".

Section 4. "Common Area" shall mean and refer to all property owned by the Civic Club for the common use and enjoyment of the owners. The common area to be owned by the Civic Club is described as follows: Non-exclusive easement to private roads, taxi-ways, airfield, airfield office, storage area, tie-down area, spectator area and park.

Section 5. "Lot" shall mean and refer to a part of the Property originally conveyed by Declarant to an owner, with the exception of the Common Area. A deed to an owner shall clearly state whether one or more lots is being conveyed.

Section 6. "Declarant" shall mean and refer to WOLFE AIRPARK, INC., its successors and assigns.

DEED

Vol 1552 PAGE 524

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Upon acquisition of title to a lot, each Purchaser will become a member of the Civic Club and be entitled thereby to the non-exclusive use, liberty, privilege and easement, in common with other owners passing on, over and across the common areas for purposes of ingress, egress and regress, and to the non-serviceable use and enjoyment of the facilities located thereon, subject to the Articles of Incorporation and By-Laws of the Civic Club and subject to the provisions set out herein including:

(a) The right of the Civic Club to suspend the right of use of the airfield and the voting rights of any owner for periods during which assessments against his lot remain unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Civic Club to dedicate or transfer all or any part of the roads to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by 90% of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Title to the Common Areas. Declarant shall dedicate and convey the fee simple title to the Common Area to the Civic Club subject to all pre-existing liens and encumbrances and other matters of record prior to the date of the conveyance of the first lot to an owner.

Section 4. Encumbrances. Except as to the Civic Club's right to grant easements for utilities and similar or related purposes, the common areas and facilities may not be alienated, released, transferred, conveyed, hypothecated, or otherwise encumbered without the approval of all the owners and all holders of first mortgage liens on Lots.

Section 5. Owner's Right to Ingress and Egress. There shall be no restriction upon any unit owner's right of ingress to and egress from his Lot over Common Area Roads.

Section 6. Owner's Right to Lease. There shall be the right to lease a Lot by any Owner; however, any lessee 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 those documents shall be a default under the lease and all leases are to be in writing.

Section 7. Judicial Partition. There shall be no judicial partition of the common area, nor shall Declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

DEED

VOL 1552 PAGE 525

Section 8. Utility Easements. An overhead and underground electric distribution system is or will be installed in Wolfe Airpark Subdivision, which service area shall embrace all lots in Wolfe Airpark Subdivision. The owner of each Lot, at his own cost, shall furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the service cable and appurtenance from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformer or oversized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as service is maintained, the electric service to each lot in the residential subdivision shall be uniform in character and of the type known as single phase, 120/24 volt, three wire, 60 cycle alternating current. No above ground (overhead) wiring will be permitted on any portion of any lot unless specified by the electric company. All underground service wiring must be three (3) feet minimum underground encased in electric company approved pipe to point of entry into building.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership Every Owner of a Lot which is subject to assessment shall be a member of the Civic Club. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Civic Club shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. For purposes, of determining the number of lots owned by Declarant, Declarant shall be deemed to own one hundred ninety-nine (199) Lots. The Class B membership shall cease and be converted to Class A membership on happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On December 31, 1983,

DEED

VOL 1552 PAGE 526

Section 3. The failure of any owner to comply with the provisions of this declaration, the By-Laws, and the Articles of Incorporation of the Civic Club, as amended from time to time, will give rise to a cause of action in the Civic Club and any aggrieved owner for the recovery of damages, or for injunctive relief, or both.

Section 4. Control of the Civic Club shall be held by a majority vote of its members as said votes are set out in Section 2 of Article III.

Section 5. The Civic Club at no time shall interfere or prevent the Declarant or his assigns from construction, sales, promotion, and utilization of a temporary sales office or any other function necessary or convenient for the Declarant to completely develop the Properties in accordance with this Declaration.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Civic Club:

- (1) Annual assessments or charges which shall be mandatory for the maintenance and repair of the Common Area and facilities; and
- (2) Special assessments for capital improvements;

such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest at the maximum rate allowable by law, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the lot recorded prior to the date any such common expense assessments become due. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Annual and special assessments are levied by the Civic Club and shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. Annual assessments shall include, and the Civic Club shall acquire and pay for, out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the Common Area, equipment and related expenses.
- (b) Acquisition of furnishings and equipment for the Common Area as may be determined by the Civic Club.

DEED

VOL 1552 PAGE 527

(c) Maintenance and repair of drainage ditches within the confines of the Property.

(d) Fire insurance covering the full insurable replacement value of the common area and improvements with extended coverage.

(e) Liability insurance insuring the Civic Club against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Civic Club.

(f) Workman's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Civic Club.

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Civic Club 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 Civic Club for the operation of the common areas for the benefit of lot owners or for the enforcement of these restrictions.

Section 3. Maximum Allowable Annual Assessments.

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$120.00 per lot per year. On lots where more than one airplane is kept an additional annual assessment equal to the annual lot assessment shall be charged for each additional airplane.

(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 Civic Club each year not more than six percent (6%) 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 six percent (6%) by an affirmative vote of two-thirds (2/3) of all members of each class. 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.

Section 4.

Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Civic club 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 common area, including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative

vote of two-thirds (2/3) of all members of each class, 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 meeting.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 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 of each class of membership (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.

Section 6. 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 Civic Club, the Board of Directors may levy the annual assessments at an amount not in excess of the maximum. As long as any lots are owned by Declarant, the Board of Directors may charge and collect from declarant a fraction of the annual assessment of each such lot until the conveyance of said lot by Declarant to an Owner, provided that any such fractional charge to Declarant shall not exceed ten percent (10%) of the then current annual assessment.

Section 7. 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 common area. 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 Civic Club shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Civic Club setting forth whether the assessment against a specific lot has been paid, and shall, annually and no later than February 15th of each year (and more often if the Civic Club shall deem necessary), cause to be recorded in the office of the County Clerk of Brazoria County, Texas, a list of delinquent assessments as of the date of recordation.

Section 8: Effect of Non-Payment of Assessment: Remedies of the Civic Club. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Civic Club may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessments. Each owner, by his acceptance of a deed to a

DEED

VOL 1552 PAGE 529

Lot, hereby expressly vests in the Civic Club or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Civic Club in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Civic Club a power of sale in connection with said lien. The lien provided for herein shall be in favor of the Civic Club and shall be for the benefit of all other lot owners. The Board of Directors may request a Trustee to proceed with foreclosure, and in such event, Trustee is hereby authorized and empowered, and it shall be his special duty, upon such request of the Board of Directors, to sell the mortgaged property, each such sale to be made to the highest bidder or bidders for cash at public auction at the courthouse door of any county where the mortgaged property to be sold is situated on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m., after Trustee (or some other person or persons acting for him) has first posted written or printed notice of the time, place and terms of such sale at the courthouse door of said county where the mortgaged property to be sold is situated, for at least 21 days successively next before the day of such sale and in addition to such posting, the Civic Club, or its authorized representative, shall, at least 21 days preceding the date of sale, serve written notice of the proposed sale by certified mail on each owner obligated to pay the assessment hereby secured according to the records of the Civic Club, or its authorized representative. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to the Owners at their most recent address or addresses as shown by the records of the Civic Club in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. All owners agree that no notice of any sale other than as set out in this paragraph need be given by the Civic Club or any other person.

Section 9. Subordination of the Lien to Mortgages. The Assessment lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien securing payment thereof.

Section 10. Effects of Foreclosure. Each holder of a first mortgage lien on a Lot who comes into possession of the Lot by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, in lieu of foreclosure, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot.

ARTICLE V.

ARCHITECTURAL CONTROL AND GENERAL USE PROTECTIVE COVENANTS

No building, fence, mailbox, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof 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 as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Civic Club, or by an architectural committee composed of not more than five (5) representatives appointed by the Board. The representative(s) need not be lot owners. All structures must be erected on the premises and be built of new material. No single story residence constructed on any Lot shall contain less than 1,000 square feet of living area, exclusive of porches, breezeways, patios and garages. No two-story residences constructed on any lot shall contain less than 1,500 square feet of living area exclusive of porches, breezeways, patios, and garages. All residences shall face the street. No building, structure antenna permanently erected upon any Lot shall exceed a height of twenty-five feet (25') within 500 feet of the centerline of the runway nor shall any building, structure or antenna erected upon any Lot exceed fifteen feet (15') and a height within 400 feet of the centerline of the runway. No buildings, structure, antenna, trees, shrubs, fences or other objects shall be situated forward of the front building setback line. The Board of Directors of the Civic Club shall have the authority to grant variances from the setback line restrictions contained in the Declaration of Covenants, Conditions and Restrictions and as shown on the recorded plat of Wolfe Airpark. No residence may be occupied prior to completion. Any construction, once commenced, must be completed within twelve (12) months. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The Properties (and each Lot situated therein) and the Common Area shall be occupied and used as follows:

Section 1. Residential Purposes and Fuel Franchise.

Each of Lots one (1) through forty-nine (49), Block one (1), shall be used exclusively as a residence for a single-family and no building shall be erected on said Lots other than one single-family dwelling not to exceed two-stories in height and an attached airplane hanger. Specific use restrictions for Lots one (1) through forty-nine (49), Block one (1), are set forth in Article VI.

Each of Lots one (1) through one hundred fifty-two (152), Block two (2), shall be used exclusively as a hanger-site for small aircraft. Specific use restrictions for Lots one (1) through one hundred fifty-two (152), Block two (2), are set forth in Article VII.

This restriction shall be held to exclude all commercial business, industrial and professional uses whether from residences or otherwise, provided however, Declarant or its nominees shall have the exclusive right and franchise to sell and supply fuel and related aircraft, maintenance, parts and supplies within the confines of the property; and provided further, however, with regard to Lots 1 through 152, Block 2 the Board of Directors of the Civic Club shall have the authority to grant permission for certain airfield related commercial uses on these lots.

DEED
VOL 1552 PAGE 531

Section 2. Obstructions, Etc. There shall be no obstruction of the Common Area, nor shall anything be kept or stored in the Common Area, nor shall anything be altered, or constructed or planted in, or removed from the Common Area without the written consent of the Board.

Section 3. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of or increase of any insurance carried by the Civic Club, or which would be in violation of any law. No waste shall be committed in the Common Areas.

Section 4. Signs. No sign of any kind shall be displayed to the public view on or from any part of the properties, without the prior written consent of the Board, except signs temporarily used by Declarant or any Owner in the development, sale or leasing of lots.

Section 5. Nuisances. Nothing shall be done in any part of the Properties nor shall any noxious or offensive activity be carried on, nor shall any outside lighting or loudspeakers or other sound-producing devices be used which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

Section 6. 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 home or placed anywhere on the Property, unless such attachments shall have been first submitted to and approved by the Board.

Section 7. Damage to the Common Areas. Each owner shall be liable to the Civic Club for any damage to the Common Areas 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.

Section 8. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. 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.

Section 9. Animals. No animals, livestock or poultry, of any kind, shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become an annoyance or nuisance to the neighborhood.

Section 10. Waste. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Properties except in sanitary containers.

Section 11. Completion of Development. The completion of the work of developing all lots including 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 residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration transfers, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from:

DEED

VOL 1552 PAGE 533

thereon which may be or may become an annoyance or a nuisance to the neighborhood. Use of firearms on any part of Wolfe Airpark Subdivision is prohibited.

Section 16. Waterwells and Septic Systems All waterwells, septic tanks and underground septic sewage systems shall be constructed in accordance with the requirements, standards and recommendations of the Brazoria County Health Department, State Health Department of the State of Texas, and any other governmental authority having jurisdiction of such matters whether same be city, county, state or other governmental authority. No septic drain fields shall be constructed that will allow the discharge or drainage in any manner into adjoining lots, roads, streets, ditches or drainage easements existing now or in the future.

Section 17. Oil, Gas or Mineral Development. No oilwell drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on a lot, nor shall oilwells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot, except with permission of Declarant.

Section 18. 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 of said property, to maintain the same at their obligated to keep the grass, vegetation and weeds on said lot cut condition. In the event that Owners should, in the opinion of the Civic Club, fail to maintain said property in a neat and attractive manner, Civic Club 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 Civic Club specifying such objectionable or detrimental condition then, in such event, Civic Club is authorized to eliminate such conditions and charge the cost of same to such property owner, and any such expense incurred by Civic Club in such event shall be added to, be a portion of, and secured in the same manner as the Maintenance Charge assessed against said property, 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 Civic Club shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such action.

ARTICLE VI.

SPECIFIC USE RESTRICTIONS FOR LOTS ONE THROUGH FORTY-NINE, BLOCK ONE

Section 1. No part of a building or fence shall be located nearer than sixty (60) feet from the front property line of a lot or nearer than five (5) feet from any side property line or nearer than ten (10) feet from any rear property line. No tree or shrub shall be located nearer than forty-five (45) feet from the front property line of a lot.

Section 2. The airplane hanger portion of the dwelling must be attached and match the dwelling in construction materials and appearance. No explosive or combustible materials

DEED
VOL 1552 PAGE 532

(a) Going on any part or parts of the Property owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Constructing and maintaining on any part or parts of the property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work.

(c) Conducting on any part or parts of the property owned by or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, 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.

Section 11. Storing of Materials. No building material of any kind or character shall be placed or stored upon any lot or 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, and shall not be placed in the street or between the street and the property line.

Section 12. Runway. The runway is for the use of aircraft only. 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.

Section 13. Trailers, Etc. No trailer or trailer built as a modular home, mobile home, basement, tent, shack, garage, barn or other outbuildings of any character shall be placed or erected on any lot or tract at any time to be used as a temporary or permanent residence nor shall any residence of a temporary character be permitted.

Section 14. Materials and Refuse on Adjoining Lots. No stumps, trees, underbrush, or any refuse of any kind nor scrap material from the improvements being erected on any lot or tract shall be placed on any adjoining lots, street, Common Area, or easements, All such material, if not disposed of immediately, must remain on property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from property.

Section 15. Prohibition of Sale of Liquor, Etc. No liquor, beer, spirits, wine, 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. No noxious or offensive activity of any character shall be carried on or permitted on any lot or tract nor shall anything be done

DEED

VOL 1552 PAGE 534

may be stored in any aircraft hanger in such quantities so as to endanger neighboring properties.

Section 3. Declarant covenants to construct roads in Block 1 consisting of a 6-inch limestone base, 16 feet in width. After initial construction, maintenance of those roadways shall be the responsibility of the Civic Club, paid for with funds available from the annual and special assessment set forth in Article IV herein.

Section 4. Each owner whose lot abutes any road or taxi easement shall at his sole expense provide adequate fencing to prevent children and pets from having access to said road or taxi easement.

Section 5. Each Owner agrees to connect to a central sewage system if and when a central sewage system becomes available.

Section 6. Each owner agrees to connect to a state approved water supply system if and when said state approved water supply system becomes available and to pay therefore a reasonable monthly water service fee.

ARTICLE VII.

SPECIFIC USE RESTRICTIONS FOR LOTS ONE THROUGH ONE HUNDRED FIFTY-TWO
BLOCK TWO

Section 1. No part of a hangar shall be located nearer than forty-five feet (45') to the center of the taxi-way or roadway adjoining any lot and five feet (5') from any adjoining property line.

Section 2. Aircraft hangars shall be of fire-proof construction inside and out, support beams must be of either steel, cast-concrete or other material approved by the Architectural Control Committee or Board. All hangars shall be painted with twenty-five year paint. No aircraft hangar shall be used for regular living quarters or as a dwelling. No explosive or combustible materials may be stored in any aircraft hangar in such quantities so as to endanger neighboring properties.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Civic Club, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Civic Club or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit instigated by the Civic Club to enforce its rights hereunder, Owners shall pay Civic Club's reasonable attorney's fees should the court having jurisdiction of such suit grant all or any part of the relief requested by the Civic Club.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

DEED
VOL 1552 PAGE 535

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty-five (35) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Provided, however, any amendment shall not affect the use of the airstrip for aircraft use only unless same is approved by 100% of the Lot Owners. Any amendment must be recorded to be effective.

Section 4. Transfer of a Lot. Transfer of a Lot automatically transfers membership in the Civic Club and all rights of the transferee with respect to the common areas and facilities to which ownership of such Lot relates.

Section 5. Lease Agreements. Any lease agreement between an owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation of the Civic Club, and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Any lease given shall be in writing. Except for this section there shall be no restriction on the right of the owner to lease his unit.

Section 6. Notices. Any notice required to be given to any member or owner under the provisions of this Declaration shall, unless otherwise herein expressly provided, be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to a member and owner at his last known address as such appears on the records of the Civic Club at the time of such mailing.

Section 7. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board of Directors, which determination shall be final and binding upon all Owners.

IN WITNESS WHEREOF, Wolfe Airpark, Inc. being the Declarant herein, has caused this instrument to be executed this the 29 day of JANUARY, 1981.

WOLFE AIRPARK, INC.

By Frank H. Wolfe, Jr.
President

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared Frank H. Wolfe, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, as _____ President of Wolfe Airpark, Inc. and acknowledged to

DEED

VOL 1552 PAGE 536

me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of January, 1981.

Linda J. Osburn
Notary Public in and for
Brazoria County, Texas.



Linda J. Osburn
My Commission Expires
June 2 '84

DEED
VOL 1552 PAGE 537

EXHIBIT "A"

Wolf Airpark Subdivision of a 99.091 acre tract of land, being all of Lot 17 of the Subdivision of the Thomas Spraggins Survey, Abstract 366, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 16, at Page 153464 of the Plat Records of Brazoria County, Texas.

LESS AND EXCEPT:

Lots 153, 154, 155, 156 and 157 of said Wolfe Airpark Subdivision.

J. B. W.

FILED FOR RECORD
AT 4:30 O'CLOCK P M

JAN 30 1981

H. R. STEVENS, JR.
CLERK/COUNTY COURT, BRAZORIA CO., TEX.
BY *Alexander Melka* DEPUTY

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, H. R. Stevens, Jr., Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the record recited and at the time and date as stamped hereon by me.



H. R. Stevens, Jr.
County Clerk of Brazoria Co., Texas

Attachment B

Wolfe Airpark Planned Unit Development Application Development Standards

All development standards for this PUD will follow the provisions, where enforceable by the City of Manvel, as per the attached private deed restrictions incorporated herein by reference. Additional Development standards are as follows:

Maximum Height: Block One, Lots 1-49 - Single-family dwellings shall not exceed two-stories; airplane hangars shall not exceed 20 feet.

Block Two, Lots 1-152 – Airplane hangars shall not exceed 25 feet.

Submittal Requirements – Additional Information

Existing and proposed water, sanitary sewer, and storm sewer facilities (location and pipe size) within and adjacent to the project – Septic tank facilities and private water wells.

See **Attachment C**, Recorded Plat, attached hereto and incorporated by reference for the following submission requirements:

1. Drawing date;
2. North arrow (north on all drawings shall be toward the top of the sheet in a “landscape” position);
3. Name or title of the project (shall not duplicate the name of any existing project located in Brazoria County); and
4. Location and area of all sites designated as open space, parks and trails, either public or private.

Request for Waiver of Development Standards and Submittal Requirements: A waiver is requested for the following submittal requirements and development standards:

Submittal Requirements

1. Pre-application meeting with Development Review Committee and documents related to Pre-application meeting;
2. Title Report;
3. Drawing scale, both actual and graphic;
4. All proposed easements within the project;
5. Existing and proposed street right-of-way easements within and adjacent to the project;
6. Location of existing and proposed electrical, natural gas, telephone, and cable facilities within and adjacent to the project;
7. Proposed property division lines within the project;
8. Existing and proposed pavement location for roads, driveways, sidewalks, parking and loading areas;
9. Location of all existing and proposed public and private utilities (water, sanitary sewer, storm sewer, electrical, natural gas, telephone and cable);
10. Certificates of water and sewer availability;
11. Traffic study;

Attachment B

Wolfe Airpark Planned Unit Development Application Development Standards

12. Letter detailing development;
13. Flood impact analysis;
14. Project Vicinity map;
15. Project planner, engineer, architect, and surveyor;
16. Names of property owners, building location, and existing zoning of adjacent property
17. Existing 100 year floodplain and floodway boundaries;
18. Existing and proposed storm water detention/retention areas and adjacent areas to the project
19. Existing water bodies within and adjacent to the project;
20. Existing and proposed water, sanitary sewer, and storm sewer facilities within and adjacent to the project;
21. Location, height and enclosure materials of trash receptacles;
22. Location of all proposed buildings and structures, their function (both primary and accessory) including principal building entrance location, number of stories, and gross building area per story;
23. Any outside-of-building uses other than open space;
24. Proposed building facades along frontage property lines and building elevations alongside property lines, including proposed materials and color;
25. Location of all existing trees greater than 1.5" in caliper measured five (5) feet above existing natural grade, including species, height, and approximate location of dripline;
26. Proposed landscaping plan depicting trees (caliper, height, container size), shrubs (species, planting height, and container size), and grass turf areas (species and planting type);
27. Signage plan depicting location, materials, color, dimensions, and number of tenant signs per location; including building and freestanding signs;
28. Proposed storm water detention and/or retention areas including depth and side slope angle for both water and dry bottom facilities, screening materials and height around the perimeter of proposed facilities;
29. Photometric plan for all building and freestanding lighting including fixture height, type, manufacturer and general description;
30. Location of parking and loading areas including materials and thickness, number of spaces required and provided including those required by the ADA;
31. Irrigation plan;
32. Location and materials for all fencing including height and materials;
33. Location of width of all proposed building function buffer areas;
34. All property corners must be surveyed to include x/y coordinates per the State Plane Coordinate system with the appropriate correction factor indicated for the property; and,
35. Indication and dimension of all minimum distances of buildings from all property lines.

Wolfe Airpark Planned Unit Development Application
Development Standards

Development Guidelines Deviation Request

Area of Request	Guideline Standard	Deviation Request	Reason
Base Residential Density ID Zone 1	1 dwelling unit per 100 acres	To exceed the allowed density in ID Zone 1	Already platted and existing homes exceed the 1 per 100 Ac. standard
Building Function Buffer	350 feet residential to non-residential uses	To allow existing buffers to remain as they are platted	Providing the required 350 feet would not allow for the airpark to continue to exist
Max Building Height	1 story	To allow 2 story dwellings and accessory structures	The established covenants allowed for 2 story homes prior to zoning and most built homes are two stories in height
Minimum Setbacks		existing	Already platted structures built
Public Safety Site Dedication	Min 1.5 acres	No dedication or fee in lieu	Already platted all land accounted for