

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FAIR WEATHER FIELD DEVELOPMENT

STATE OF TEXAS
COUNTY OF WALLER

KNOW ALL MEN BY THESE PRESENTS:

THAT Aviation Estates, LLC, which is a limited liability corporation with partners Leonard F. Firth and Pamela L Mackey, hereinafter called the Declarant, is the owner of all that certain real property located in Waller County, Texas, described and recorded in the final Plat of Fair Weather Field in the H.H. Pennington Survey, A-323 and the H & T.C.R.R. Co. Survey, Section 2, A-184 as recorded in Volume 884, Page 237 and Volume 1212, Page 357, O.R.W.C.T. of the Real Property Records of Waller County, Texas.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth.

WHEREAS, the property described above will be conveyed only upon Platting, but will be so conveyed subject to the restrictions contained herein.

NOW, THEREFORE, it is hereby declared that all of the property described above will 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 will run with, the real property and will be binding upon all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions will inure to the benefit of each owner thereof.

ARTICLE ONE: DEFINITIONS

The following words and phrases, whether capitalized or not capitalized, bolded or not bolded, have specific meaning when used in this Declaration, unless a different meaning is apparent from the context in which the word or phrase is used.

DEVELOPMENT AND STATED PURPOSE OF DEVELOPMENT

1. **“Development”** or **“Fair Weather Field Development”** will collectively mean the property as described above.
2. Fair Weather Field Development is a planned subdivision that includes a runway for private civil aircraft in a community with aircraft-related activities and some light commercial activities. The purpose of these covenants, conditions, and restrictions is to enhance, protect, and assure the best and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to assure the development of said property into an aviation community populated with residents interested in the promotion, development and participation in the skill and sport of flying aircraft and matters incidental thereto; to encourage and secure the erection of attractive homes thereon; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to maintain and control all common areas for the benefit and enjoyment of all residents; and, in general, to provide adequately for a high type and quality of improvement in said property and, thereby enhance the value of investments made by purchasers of lots therein.

DECLARANT

3. **“Declarant”** will mean and refer to Aviation Estates, LLC, which is a Texas limited liability corporation with partners Leonard F. Firth and Pamela L. Mackey, its successors, and assigns. Any successors must be designated as a Successor Declarant by Aviation Estates, LLC, or by any such successor or assign, in a recorded document, executed by both the Declarant and Successor Declarant in the case of a voluntary assignment.

PROPERTIES

4. **“Property”** or **“Properties”** will mean and refer to that certain real property hereinbefore described.

SUBDIVISION PLAT

5. **“Subdivision Plat”** or **“Plat”** will mean and refer to the final Plat of Fair Weather Field in the H.H. Pennington Survey, A-323 and the H & T.C.R.R. Co. Survey, Section 2, A-184 as recorded in Volume 884, Page 237 and Volume 1212, Page 357, O.R.W.C.T. of the Real Property Records of Waller County, Texas.

LOT

6. **“Lot”** will mean and refer to Tracts 2-13 on Bonanza Place and Tracts 1-7 on Cessna Place shown upon the Subdivision Plat recorded as hereinbefore described. Lots include any improvements made on or to the Lot. The term “Lot” will not include any Common Area(s), Commercial Tract(s), or any other Reserve(s) as shown on the said Plat or as hereinafter reserved.
 - 6.1 All Lots are subject to the applicable conditions, covenants, and restrictions as set forth in this document.
 - 6.2 Lots may not be subdivided without the approval of the Declarant.

COMMERCIAL TRACT

7. **"Commercial Tract"** will mean and refer to Tract 1 on Bonanza Place. Tract 1 on Bonanza Place may be re-designated as a Lot in the future at the sole discretion of the Declarant.
- 7.1 Commercial Tracts are not bound by the easements, restrictions, covenants and conditions for the Lots or the Common Areas. Commercial tracts will have separate easements, restrictions, covenants and conditions that will be filed as a separate instrument executed by the Declarant and recorded in the public records of Waller County, Texas when they are developed.

RESERVE

8. **"Reserve"** will mean and refer to the property on the Plat as indicated by Reserve A and Reserve B.
- 8.1 The Reserves are not bound by the easements, restrictions, covenants and conditions for the Lots or the Common Areas. The Reserves will have separate easements, restrictions, covenants and conditions that will be filed as a separate instrument executed by the Declarant and recorded in the public records of Waller County, Texas when the reserves are Platted, developed, defined, and added to the Development by the Declarant.
- 8.2 The Reserves are the private property of the Declarant until the Declarant decides to Plat, develop, define, and add part, parts, or all of the Reserve to the Fair Weather Field Development.

HANGAR

9. **"Hangar"** wherever used in this Declaration means and refers to building(s) designed primarily for the purpose of storing aircraft therein but will also include all space therein allocated for any other purpose such as restroom facilities, workshop, automobile garage or other equipment storage.

TYPES OF LOTS

The types of Lots are designated as follows:

10. Hangar and Separate Residence Lot
 - 10.1 These Lots are designated for a hangar and a separate freestanding single-family residence.
11. Hangar Lot
 - 11.1 These Lots are designated for a hangar only or a hangar with a single-family apartment built inside the hangar.
12. Where context indicates or requires, all of the types of Lots include all improvements thereon and any portion of a right-of-way that is used exclusively by and in connection with the Lot.

OWNER

13. **"Owner"** will mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Declarant is the initial owner of all Lots.

ROADS

14. There will be three defined types of **"Roads"**: Entrance Road(s), Residential Roads, and Construction Access Roads. Each of these types of roads will be further defined below.

ENTRANCE ROAD

- 14.1 The **"Entrance Road"** is defined as a providing ingress and egress for vehicular traffic and right-of-way and easement to and from the residential roads to public roads. For all Lots of the Fair Weather Field Development, the designated entrance road is Fair Weather Field Drive.

CONSTRUCTION ACCESS ROAD

- 14.2 **"Construction Access Roads"** are defined as roads made to allow for ingress and egress of construction equipment as needed during development. Construction access roads are not intended to remain as permanent roads.

RESIDENTIAL ACCESS ROAD

14.3 “**Residential access roads**” are defined as roads that provide ingress and egress for vehicular traffic from the Lots and Commercial Tracts to the entrance road. For all Lots, the designated residential access roads are Bonanza Place and Cessna Place.

OTHER ROADS

14.4 Any other roads, footpaths, or other methods of providing ingress and/or egress from any other property adjoining the Development which are not a recorded part of the Development require the written and deeded permission of the Declarant, even if the Owner owns property immediately adjacent to the Lot(s) that they own within the Development.

14.5 Nothing in this restriction prohibits the Declarant from adding other properties and other methods of ingress and/or egress.

RUNWAYS

15. “**Runways**” are defined as the area for the take-off and landing of aircraft.

15.1 “**Runway**” will mean and refer to the runway and runway right-of-way, which is shown on the Fair Weather Field Plat and subdivision map recorded as hereinbefore described.

15.2 Only aircraft, small vehicles such as golf carts, and airport maintenance vehicles are permitted on the Runway. All drivers of small vehicles and maintenance vehicles must yield the right of way on the runway to landing or taxiing aircraft.

15.3 Declarant reserves the right to build up to two roads intended for large vehicular traffic that cross the runway and taxiways at either end of the runway. These roads are to provide access to the other parts of the property currently in reserve that are to be developed. If these roads are built, vehicular traffic may cross the runway on those roads only and may not drive on any other portion of the runway other than on the designated road. If the roads are built, all drivers of vehicular traffic must yield the right of way on those roads to landing or taxiing aircraft.

TAXIWAYS

16. The “**Taxiways**” are defined as providing ingress and egress for aircraft to and from the runway(s).

16.1 The taxiways have right of way access to the runway between Tract 13 on Bonanza Place and Tract 1 on Cessna Place.

16.2 Declarant alone reserves the right to add more taxiway access points to the runway.

16.3 For all Lots of the Fair Weather Field Development, the only designated taxiway is the one on the Plat designated as “Taxiway”.

16.4 Vehicular traffic is prohibited on the “Taxiway” with the following exceptions which are considered to be allowed: small vehicles such as golf carts and airport maintenance vehicles. All drivers of allowed vehicles on a taxiway must yield the right of way to taxiing aircraft.

16.5 In the future, if a road is built for vehicular traffic across a taxiway, the vehicular traffic is prohibited from using any part of the taxiway other than the designated road across the taxiway.

ACCESS GATE

17. The “**Access Gate**” is defined as the gate on the Entrance Road used to control ingress and egress on the Entrance Road.

MAILBOXES

18. The “**Mailboxes**” are defined as the area near the Access Gate where the U.S. Postal Service delivers mail.

COMMON AREA

19. “**Common Area**” will mean and refer to the Runway, the Taxiway, Residential Access Roads, the Entrance Road, Access Gate, the Mailboxes, drainage ditches and equipment (to include fencing, gates, mailboxes, lighting, sprinklers, landscaping and other features). These areas are intended for the convenience and enjoyment by the Owners. The Declarant alone reserves the right to designate other Common Areas as other parts of the property that they own are developed. There will be no judicial partition of existing or future Common Area, nor will the Declarant, any Owner or any person or entity acquiring any interest in the Development or any part thereof seek judicial partition thereof.

20. All Common Areas are subject to the applicable conditions, covenants, and restrictions as set forth in this document.

HOMEOWNERS' ASSOCIATION

21. The “**Homeowners' Association**” or “**Association**” will mean and refer to the Fair Weather Field Homeowners' Association, Inc. (hereinafter abbreviated as **HOA**), a Texas non-profit organization, and its successors. If the HOA is incorporated, the name of the association may be changed to include the designation of the corporation.

MAJORITY

22. **"Majority"** means more than half.i.e. >= 51% (equal to or greater than fifty-one percent). A reference to a "majority of Owners" in this Declaration or in the Bylaws means "Owners of at least a majority of the Lots", unless a different meaning is specified.

DEVELOPMENT PERIOD

23. **"Development Period"** means the 20-year period beginning the date this Declaration is recorded, during which Declarant has certain rights pursuant to this Article, such as rights relating to development, construction, expansion, and marketing of Fair Weather Field.
- 23.1 The Development Period does not require that Declarant own land described.
- 23.2 The Development Period is different from than the Declarant Control Period.
- 23.3 Declarant may terminate the Development Period at any time by recording a notice of termination with Waller County.

DECLARANT CONTROL PERIOD

24. **"Declarant Control Period"** means the 20-year period beginning the date this Declaration is recorded during which Declarant controls the operation and management of the HOA.
- 24.1 Declarant may terminate the Declarant Control Period at any time prior to the end of the twenty years by recording a notice of termination with Waller County.

ARCHITECTURAL REVIEWER-ARCHITECTURAL CONTROL COMMITTEE

25. **"Architectural Reviewer"** means the entity having jurisdiction over a particular application for architectural approval. During the Development Period, the Architectural Reviewer is the Declarant; thereafter, the Board-appointed **"Architectural Control Committee"** (which may be abbreviated as **"ACC"** hereafter), is the Architectural Reviewer.

RESIDENT

26. **"Resident"** means the occupant of a dwelling, regardless of whether the person owns the Lot.

RULES

27. **"Rules"** means the rules and regulations of the HOA adopted in accordance with this Declaration and By-Laws or applicable law. The initial Rules may be adopted by the Declarant for the benefit of the HOA.

ARTICLE TWO: PLAN OF DEVELOPMENT

DECLARANT RIGHTS TO DEVELOP

1. The Declarant alone reserves the option to designate and add other Lots, Commercial Tracts, Common Areas, and Reserves to the Fair Weather Field Development as needed as other parts of the property that they own are developed. This option may be exercised by the Declarant in accordance with the following rights and conditions, and limitations listed below, which are the only conditions and limitations on such option to add all or any portions of Additional Properties to the Development.
 - 1.1 Declarant intends to use the existing restriction, covenants, and conditions for new Lots, but reserves the right to add or modify easements, restrictions, covenants and conditions to new Lots and Commercial Tracts and to designate new types of Lots and Commercial Tracts.
 - 1.2 Easements, restrictions, covenants and conditions to new Lots will be filed as a separate instrument executed by the Declarant and recorded in the public records of Waller County, Texas with the Plat for those areas as they are defined and developed.
2. The Declarant alone reserves the right to designate and add roads as needed as other parts of the property are developed and also reserves the right to add or change the type of the roads as needed.
3. The Declarant alone reserves the right to designate, open and close construction access roads as needed as other parts of the property that they own are developed.
4. While the Plat shows only one runway at this time, the Declarant reserves the right to designate and add other runways and other types of aircraft launching and landing areas.
 - 4.1 The Declarant also reserves the right to make modifications such as running a new residential access or entrance road over or paving to the existing Runway and any new Runways.
 - 4.2 The Declarant also reserves the right to change the airport runway designation from private to public.
5. The Declarant alone reserves the right to designate other taxiways as needed as other parts of the property that they own are developed.
 - 5.1 The Declarant also reserves the right to modify and/or extend the "Taxiway" and to rename the "Taxiway".

6. Costs pertaining to new development and construction of roads, runways, and taxiways will be the exclusive responsibility of the Declarant during the Development Period.

ANNEXATION PERIOD

7. The option to add additional properties may be exercised from time to time during the Development Period. However, that Declarant reserves the right to terminate such option as to the additional properties or any portion of the additional properties at any time prior to the expiration of twenty (20) years by executing and filing a supplement to this Declaration evidencing such termination in the real property records of Waller County, Texas and except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such twenty (20) year period.

FLEXIBLE ADDITIONS TO PROPERTY

8. Portions of the additional properties may be added to the Development at different times and there are no limitations fixing the boundaries of those portions or regulating the order, sequence, or location in which any of such portions may be added to the Development. The exercise of the option to submit a portion of the additional properties to the Declaration will not bar the further exercise of this option as to the other portions of the balance of the additional properties.

EXPIRATION OF ANNEXATION RIGHTS

9. Should the option to add the additional properties, or any portion thereof, not be exercised within the term specified herein or be terminated by Declarant, such option will in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, as aforesaid, Declarant will not be obligated to impose on the additional properties or any portion thereof any covenants, conditions, or restrictions the same as or similar to those contained herein and Declarant will be free to develop the additional properties as it deems fit.

NO OBLIGATION TO ANNEX

10. The option reserved by the Declarant to cause all or any portion of the additional properties to become part of the Development will in no way be construed to impose upon the Declarant any obligation to add all or any portion of the additional properties to the Development or to construct thereon any improvements of any nature whatsoever.

ADJACENT LAND USE

11. Declarant makes no representation of any kind as to current or future uses - actual or permitted - of any land that is adjacent to or near the Fair Weather Field Development, regardless of what the Plat shows as potential uses of adjoining land. Declarant and the HOA cannot and do not guarantee scenic views, volumes of traffic on streets around and through the Development, availability of schools or shopping, or any other aspect of the property that is affected by the uses or conditions of adjacent or nearby land, water, or air.

ARTICLE THREE: OWNER REQUIREMENTS

PURCHASER IS REQUIRED TO HAVE A VALID PILOT'S LICENSE

1. It is expressly understood that Fair Weather Field Development is an airport community and that there will be aircraft operations on the runway and taxiways which are an integral part of the community. In an effort to maintain the integrity of the airport community, the Purchaser of Lot(s) is required to possess a valid Federal Aviation Administration (FAA) pilot's certification or valid foreign equivalent. Any of the types of licenses: student, private, sport, recreational, commercial, airline transport, any of the categories (and classes of these categories of license types) of airplane, rotorcraft, powered lift, glider, and lighter than air are all valid to meet the pilot certification requirements. If the Purchaser is more than one person, then at least one member of the Purchaser group must meet the pilot certification requirements. Purchaser, or heirs, assignees, or successors of the Purchaser will not sell Residential Lot(s) or allow Residential Lot(s) to be sold to any individual or group that does not meet this requirement. This requirement may be waived for specific individual cases by the Declarant or the HOA. If this requirement is waived for a specific case, this waiver does not set a precedent to require the Declarant or HOA to make the same waiver for other cases in the future. If the FAA or foreign equivalent entity is replaced in the future by some other governmental authority, then a license from the replacement governmental authority will be required. If other types of aircraft licenses are added by the FAA or a successor government agency or valid foreign equivalent, then these new licenses will also be considered as a valid pilot license. Pilot's license must be in effect at the time of the purchase of property and must be presented at the time of the closing sale.

AVIATION ACTIVITIES WAIVER

2. All purchaser and heirs, assignees, lessees, or successors of the purchaser(s) of property in Fair Weather Field Development acknowledge that they are aware this is a fly-in community and that an airport is contained within this community and the purchasers and heirs, assignees, lessees, or successors of the purchaser(s) hereby waive all and any objections to aviation activities carried out on or connected with this airport.

ACCEPTANCE OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS

3. Every purchaser, heir, successor, assignee, lessee or grantee of any interest in any property now or hereafter subject to this declaration, by acceptance of a deed, lease or other conveyance thereof, thereby accepts and agrees to abide by the protective covenants, conditions and restrictions of this Declaration or any Supplemental Declaration.

ASSURANCE OF CONTINUED OPERATION AND MAINTENANCE AS AN AIRPORT

4. Inasmuch as the Fair Weather Field Development is developed for individuals involved in the sport and hobby of aviation, every purchaser, lessee or grantee of any interest in any property now or hereafter subject to this declaration, by acceptance of a deed, lease or other conveyance thereof, thereby agrees that, so long as any individual with any interest in any property within this community desires to pursue the sport and hobby of aviation, that the runway(s) and taxiway(s) will remain and be maintained as such by the Declarant during the Development Period and thereafter by the HOA.

ARTICLE FOUR: PROPERTY RIGHTS

OWNER'S EASEMENT OF ENJOYMENT

1. Upon acquisition of title to a Lot, each Purchaser will become a member of the HOA and will be entitled thereby to the non-exclusive use, liberty, privilege, and easement, in common with other owners passing on, over and across the Common Area for purposes of ingress, egress, and regress, and to the use and enjoyment of the Common Areas and facilities located thereon, subject to the restrictions, covenants, and conditions herein and subject to the Bylaws of the HOA and subject to the provisions set out herein including:

DELEGATION OF USE

2. Any owner may delegate, in accordance with the provisions of the restrictions, covenants, and conditions herein and subject to the Bylaws, his right of enjoyment to the Common Area and facilities to members of his family, his tenants, lessees, or contract purchasers who reside on the property.

LIMITS TO RIGHTS AND RESTRICTIONS

3. No right granted to an Owner by this Declaration or the Bylaws of the HOA is absolute. This Declaration and the Bylaws grant rights with the expectation that the rights will be exercised in ways, places, and times that are customary for the neighborhood. This Declaration and Bylaws do not try to anticipate and address every creative interpretation of the restrictions. The rights granted by this Article, the Declaration as a whole, and the HOA Bylaws are at all times subject to the Board's determination that a particular interpretation and exercise of a right is significantly inappropriate, unattractive, or otherwise unsuitable for the neighborhood, and thus constitutes a violation. In other words, the exercise of a right or restriction must comply with the spirit of the restriction as well as with the letter of the restriction.

TITLE TO THE COMMON AREAS

4. Prior to the end of the Declarant Control Period, the Declarant will dedicate and convey the fee simple title to the Common Areas to the HOA free and clear of all encumbrances and liens, except utility easements and other matters of record.

ENCUMBRANCES

5. Except as to the HOA's right to grant easements for utilities and similar or related purposes, the Common Area and facilities may not be alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of all of the owners and all holders of first mortgage liens on the Lots.

OWNER'S RIGHT TO INGRESS AND EGRESS

6. There will be no restriction upon any unit owner's right of ingress to and egress from his Lot over the Entrance and Residential Access roads.

OWNER'S RIGHT TO LEASE AND LEASE AGREEMENTS

7. An owner may lease the dwelling, the hangar, and the space inside the hangar on his Lot.
8. Owners may not lease space to park an airplane outside a hangar. Any space leased for airplane storage must be inside a hangar.
9. Any leases given will be in writing and a copy will be provided by the Owner to the HOA.
10. Any lease agreement between an Owner and a Lessee will provide that the terms of the lease will be subject in all respects to the provisions of this Declaration, Bylaws, federal law, state law, and local ordinances and that failure by the lessee or lessee's invitees to comply with the terms of any of these will be a default under the lease.
11. Owner is responsible for providing his tenant with copies of this Declaration and the Bylaws and notifying the tenants of any changes in the Declaration and the Bylaws.
12. When the Declarant during the Declarant Control Period and the HOA thereafter notifies an Owner of his tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease.
13. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Declarant during the Declarant Control Period and the HOA thereafter has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant.
14. The Owner of a leased Lot is liable to the Declarant during the Declarant Control Period and the HOA thereafter for any expenses incurred in connection with enforcement of the Declaration, Bylaws, federal or state law, or local ordinances against his tenant.

JUDICIAL PARTITION OF COMMON AREA PROHIBITED

15. There will be no judicial partition of the Common Area or will the Declarant, or any owner, or any other person acquiring an interest in the Development or any parts thereof, seek judicial partition thereof. However, nothing contained herein will be construed to prevent judicial partition of any Lot owned in co-tenancy.

ARTICLE FIVE: PROPERTY EASEMENTS

EXISTING EASEMENTS

1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such Subdivision Plat also establishes certain dedications, limitations, reservations, and restrictions applicable to the Properties.
2. The Declarant and the Declarant's predecessors in title have heretofore granted, created, and dedicated, by several recorded instruments certain other easements and related rights for public utility purposes affecting the Properties.
3. All dedications, limitations, reservations, and restrictions shown on the Subdivision Plat and all grants and dedications of easements and related rights made by the Declarant and the Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and will be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of the Declarant conveying any part of the property.
4. Building lines, setbacks, and easements are as shown on the property Plat. In general, no building, no addition to any building, and no structure or object will be erected, placed or maintained on any lot nearer than five (5) feet to either the northern or southern side of the lot, fifty (50) feet to the Runway side, and twenty-five (25) feet to the front of the Lot facing the residential road.
5. The following easements for Lots are shown on the Subdivision Plat:
 - 5.1. Adjoining Cessna Place and Bonanza Place at the front of each and every Lot: A 25 ft building setback line and drainage easement at the front of the each lot that is inclusive of the utility easement.
 - 5.2. Adjoining the Taxiway at the back of each and every Lot: A 50 ft. building setback line and drainage easement.
 - 5.3. The following specified Lots have the following individual easements shown on the Plat, in addition to the previous stated easements:

- 5.3.1. On Bonanza Place, Tract 1: A 10 ft building setback line, utility, and drainage easement on the northeasterly side of the Lot near the neighboring property line.
- 5.3.2. On Bonanza Place, Tract 13: A 16 ft. building setback line, utility, and drainage easement at the southerly side of the Lot next to Fair Weather Field Drive.
- 5.3.3. On Cessna Place, Tract 1: A 16 ft. building setback line, utility, and drainage easement at the northerly side of the Lot next to Fair Weather Field Drive.
- 5.3.4. On Cessna Place, Tract 7: A 10 ft building setback line, utility, and drainage easement on the southerly side of the Lot.

6. One easement is not shown on the Plat – there is a 5 ft. building setback easement between all Lots.

CHANGES TO EASEMENTS DURING THE DEVELOPMENT PERIOD

7. The Declarant during the Development Period reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements.

TITLE TO LOT DOES NOT INCLUDE TITLE TO ROADS, UTILITIES, EASEMENTS, ETC.

8. Title to any Lot conveyed by the Declarant by contract, deed, or other conveyance will not be held or construed in any event to include the title to any roads or any drainage ways, water, gas, sewer, storm sewer, electric power, telephone way or any pipes, lines, poles or conduits on or any utility facility or appurtenance thereto constructed by or under Declarant or its agents through, along, or upon any Lot or any part thereof to serve said Lot, or any other portion of the Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation to any other party is hereby expressly reserved to the Declarant during the Development Period and to the HOA thereafter.

EASEMENT FOR REPLACEMENT, REPAIR, AND MAINTENANCE OF DRAINAGE AND UTILITIES

9. Installation and Creation of Easement: There is hereby created an easement upon, across, over, and under all of the Properties for ingress and egress, installing, replacing, repairing, and maintaining all drainage ways, utilities, including, but not limited to water, sewer, telephone, electricity, gas, and appurtenances thereto. By virtue of this easement, it will be expressly permissible for the utility companies and other entities supplying service to affix and maintain pipes, wire, conduits, service lines, or other utility facilities or appurtenances thereto, on above, across, and under the Properties. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, wells, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by the Declarant during the Development Period and by the HOA thereafter.

EASEMENT OF OWNERS FOR ACCESS OVER ROADS

10. The entrance road(s), residential roads, and construction access roads situated in the Common Areas will be construed to be an easement available for the general use of Owners, their guests, and invitees, and for ingress and egress for the benefit of the Lots to the extent required by applicable governmental regulations.

EASEMENT FOR POLICE, FIRE, EMERGENCY VEHICLES, GARBAGE, AND OTHER SERVICES

11. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles and other service vehicles to enter upon the Properties in the performance of their duties. Further, an easement is hereby granted to the Declarant during the Development Period and the HOA thereafter, the HOA officers, agents, and employees, and management personnel to enter the Properties to render any service.

NO REIMBURSEMENT FOR DAMAGES IN EASEMENT AREAS

12. The surface of easement areas for underground utility services may be paved for streets, driveways, and/or the planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area will be liable to any Owner or to the Declarant during the Development Period or to the HOA thereafter, for any damage done by them or their respective agents, employees, servants, or assigns, to the pavement or to any of the aforesaid vegetation as a result of activity relating to the construction, maintenance, or repair of any such easement area.

NO BUILDINGS IN EASEMENT AREAS

13. No dwelling house, garage, outbuilding, or other structure of any kind will be built, erected or maintained upon any easements, reservations or rights-of-way, and easements, reservations or rights-of-way will, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of whom will have the right of ingress and egress thereto, and there from, and the right and privilege of doing whatever may be necessary in, under

and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights-of-way are reserved, or may hereafter be reserved.

ASSOCIATION AND DECLARANT ACCESS EASEMENT

14. Each Owner, by accepting and interest in or title to a Lot, grants to the Declarant during the Declarant Control Period and to the HOA thereafter an easement of access and entry over, across, under, and through the Owner's property and Common Areas subject to the limitations and for the purposes below:
 - 14.1. To inspect the property for compliance with maintenance and architectural standards.
 - 14.2. To perform maintenance that is permitted or required of the Owner by this Declaration or its Bylaws or by applicable law.
 - 14.3. To perform maintenance that is permitted or required of the Owner by this Declaration or its Bylaws or by applicable law, if the Owner fails to perform such maintenance.
 - 14.4. To enforce architectural standards.
 - 14.5. To enforce use restrictions or any other provision of this Declaration or the Bylaws.
 - 14.6. To respond to emergencies.
 - 14.7. To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Development.
 - 14.8. To perform any and functions or duties of the Declarant during the Declarant Control Period and to the HOA thereafter as permitted or required by this Declaration, Bylaws, or by applicable law.
 - 14.9. In exercising this easement on an Owner's Lot, the Declarant during the Declarant Control Period and the HOA thereafter is not liable to the Owner for trespass.
 - 14.10. If the exercise of this easement requires entry onto an Owner's Lot, including an Owner's fenced yard, the entry will be between reasonable hours and after notice to the Owner. This easement does not apply to situations that at the time of entry are deemed to be emergencies that may result in the imminent damage to or loss of life or property.

AVIGATION AND HAZARD EASEMENT

15. Creation of the Avigation and Hazard Easement: The Owner, for each Lot or Tract owned hereby covenants and agrees to the acceptance and placement of a perpetual Avigation and Hazard Easement upon the entirety of each such Lot or Tract.
16. Purpose and Scope of the Avigation and Hazard Easement: The purpose and scope of the Avigation and Hazard Easement will be for providing free and uninterrupted right-of-way for the passage of all aircraft by whomsoever owned and operated, in the airspace above the Owner's Lot or Tract, together with the right to cause in such airspace such noise, fumes, odor or visual, and all other effects that may be caused by the operation of aircraft landing or taking off from, or operating at, in, above, near Fair Weather Field airport, its successor or assigns.
17. During the life of such Avigation and Hazard Easement, any Owner of any Lot, will not erect, permit the erection or growth of, or permit or suffer to remain upon any property under the Owner's control, any building, structure, tree, or other object extending into the airspace above said Lot more than 30 ft. above the ground.
18. Any Owner of any Lot will not hereafter use or permit or suffer the use of the Owner's property in such a manner as to create electrical interference with radio communication between aircraft or between any radio upon said airport and aircraft.
19. Any Owner of any Lot will not hereafter use or permit or suffer the use of the Owner's property in such a manner as to make it difficult for flyers to distinguish between airport lights and other lights on the Owner's property, or to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.
20. Duration: The duration of the Avigation and Hazard Easement is perpetual or until Fair Weather Field airport will be abandoned and cease to be used for airport purposes.

MINERAL RIGHTS

21. All property, including all types of Lots, Common Areas, and Reserves, are subject to the previous owners' acquisitions, reservation, or conveyance of oil, gas, or mineral rights pursuant to one or more deeds or other instruments recorded in the real property records of Waller County, Texas, including but not limited to rights to all oil, gas, or other minerals lying on, in, or under the property and surface rights of ingress and egress. Because the instruments conveying or reserving mineral rights were recorded prior to this Declaration, those interests in the property are superior and are not affected by any provision to the contrary in this Declaration. By accepting title to or interest in a Lot, every Owner acknowledges the existence of the mineral rights and/or reservations referenced in this Section and the attendant rights in favor of the owner or owners of the mineral interests.

SECURITY

22. The Declarant during the Declarant Control Period and the HOA thereafter may but is not obligated to, maintain or support certain activities within the Fair Weather Field Development designed, either directly or indirectly, to improve safety in or on the Development. Each Owner and resident acknowledges and agrees, for himself and his guest, that the Declarant, the HOA, and their respective directors, officers, committees, agents, and

employees are not providers, insurers, or guarantors of security within the Development. Each Owner and resident acknowledges and accepts his sole responsibility to provide security for his own person and property, and assumes all risks for loss and damage to same. Each Owner and resident further acknowledges that Declarant, the HOA, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the owner or resident relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken within Fair Weather Field Development. Each owner and resident acknowledges and agrees that Declarant, the HOA, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

ARTICLE SIX: ASSOCIATION OPERATIONS

EXISTENCE AND LEGITMACY OF THE HOA

1. The existence and legitimacy of the HOA is derived from this Declaration, the Articles of Incorporation, and the Bylaws of the HOA.
2. The Owners hereby covenant and agree that the administration of the HOA will be in accordance with the provisions of the Governing Documents and applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the HOA or Property.

HOA IS A NON-PROFIT ORGANIZATION

3. The HOA must be a nonprofit organization, and may be unincorporated or incorporated. If the HOA incorporates, any subsequent failure of the HOA to maintain its corporate charter from time to time does not affect the existence or legitimacy of the HOA.

HOA IS SUBJECT TO TEXAS BUSINESS ORGANIZATIONS CODE & DEFINITION OF GOVERNING DOCUMENT

4. The HOA is subject to the Texas Business Organizations Code ("**TBOC**").
5. Because provisions of this Declaration address issues covered by the TBOC, this Declaration is a "Governing Document" as defined by TBOC, and any such provision herein is a "Bylaw" as defined by TBOC. When incorporated, the HOA is subject to TBOC Chapter 22 - the Nonprofit Corporation Law any successor or additional laws. When unincorporated, the HOA is subject to TBOC Chapter 252 - the Uniform Unincorporated Nonprofit HOA Act and any successor or additional laws.
6. A name is not the defining feature of the HOA. Although the initial name of the HOA is Fair Weather Field Homeowners Association, the HOA may operate under any name that is approved by the Board and (1) registered by the Board with the County Clerk of Waller County, Texas, as an assumed name, or (2) filed by the Board with the Secretary of State as the name of the filing entity.

DUTIES AND POWERS OF THE ASSOCIATION

7. The duties and powers of the HOA are those set forth in the Governing Documents, together with the general and implied powers of a property owners association and, as applicable, an unincorporated nonprofit association or a nonprofit corporation organized under the laws of the State of Texas. Generally, the HOA may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its members, subject only to the limitations on the exercise of such powers as stated in the Governing Documents.

HOA ORIGINATION DATE

- 7.1. The HOA comes into existence on the date on which this Declaration is recorded in the Real Property Records of Waller County, Texas.
- 7.2. The HOA will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

CESSATION OF THE ASSOCIATION

8. In the event that the Association, its successors and assigns, cease to exist for any reason, the responsibility and maintenance of the Common Areas shall become the responsibility of the abutting Owners, jointly and severally.

ASSOCIATION MEMBERSHIP

9. Membership: Each and every Owner shall automatically be and must remain a Member of the HOA, subject to the terms of this Declaration, the Articles of Incorporation and the Bylaws of the HOA and the HOA's rules and regulations. Ownership of a lot is the sole qualification for membership. If a lot is owned by more than one person or entity, each co-owner is a member of the HOA and may exercise the membership rights appurtenant to the lot. The Board may require satisfactory evidence of transfer of ownership before a purported owner is entitled to vote at meetings of the HOA. The contract seller remains liable for all assessments attributable to his lot until fee title to the lot is transferred. Any person or entity that holds an interest in and to a Lot merely as security for the performance of an obligation shall not be a Member until such time as the holder or its successor acquires title to the Lot through foreclosure or conveyance in lieu thereof. A Member's privileges in the Common Property

may be regulated or suspended as provided in this Declaration, the Bylaws of the Association and/or the Association's rules and regulations.

10. Transfer: Membership of an Owner in the Association may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of said Owner's interest in a Lot and then only to the purchaser or assignee as the new Owner. Such membership shall not be severed by the encumbrance by an Owner of a Lot. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and have no further force or effect. Owners shall notify the Association of any transfer of the fee title to a Lot. Such transfer shall automatically operate to transfer the membership to the new Owner thereof. In the event an Owner should fail or refuse to provide written evidence of transfer of the membership in the Association registered in such Owner's name to the transferee of such Owner's interest in a Lot, the Association shall have the right to record the transfer upon the books and records of the Association.

OPERATION OF THE ASSOCIATION DURING THE DECLARANT CONTROL PERIOD/DEVELOPMENT PERIOD

11. There will be three phases of HOA operations – first phase is the operation during the Declarant Control Period, the second phase will be after the Declarant Control Period ends but during the Development Period, and the last phase is after the Development Period ends.
12. Phase 1: Declarant reserves the following powers, rights, and duties during the Declarant Control Period:
 - 12.1. Declarant will incorporate the HOA as a Texas nonprofit corporation before the end of the Declarant Control Period.
 - 12.2. The Declarant will appoint the Board of the HOA which may consist of three (3) persons. Declarant may appoint, remove, and replace any officer or director of the HOA, each of whom is indemnified by the HOA as a "Leader."
 - 12.3. Meetings of the HOA may be held at a location, date, and time that is convenient to Declarant, whether or not it is mutually convenient for the Owners.
 - 12.4. The Declarant-appointed Board will establish a projected budget for Fair Weather Field as a fully developed, full constructed, and fully occupied residential community with a level of services and maintenance that is typical for similar types of developments in the general area of the Property, using cost estimates that are current for the period in which the budget is prepared. The HOA budget may not include enhancements voluntarily provided by Declarant to facilitate the marketing in the Property.
 - 12.5. Declarant is responsible for the difference between the HOA's actual operating expenses and the annual assessments received from owners other than Declarant, and will provide any additional funds necessary to pay actual cash outlays of the HOA. On termination of the Declarant Control Period, Declarant will cease being responsible for the difference between the HOA's operating expenses and the assessments received from owners other than Declarant.
 - 12.6. Within ninety (90) days after the end of the Declarant Control Period, or sooner at the Declarant's option:
 - 12.6.1. Declarant will call a transition meeting of the members of the HOA for the purpose of electing, by vote of the Owners, directors to the Board. Written notice of the transition meeting must be given to an owner of each lot at least ten (10) days before the meeting. For the transition meeting, owners of the Majority of the Lots will constitute a quorum. The directors elected at the transition meeting will serve until the next annual meeting of the HOA or a special meeting of the HOA called for the purpose of electing directors, at which time the staggering of terms will begin.
 - 12.6.2. Any initial common area improvement will be installed, constructed, or authorized by Declarant, the cost of which is not a common expense of the HOA. For every common area capable of being conveyed to the HOA, Declarant will convey title to the common area to the HOA by one or more deeds - with or without warranty. At the time of conveyance to the HOA, the common areas will be free of encumbrance except for the property taxes accruing for the year of conveyance. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the HOA or the owners. The transfer of control of the HOA at the end of the Declarant Control Period is not a transfer of common areas requiring inspection, evaluation, acceptance, or approval of common area improvements by the owners.
13. Phase II: During the Declarant Control Period and also during the Development Period:
 - 13.1. Any real property owned by Declarant is not subject to assessment by the HOA. Declarant is not required to make contributions to the HOA's reserve funds for the lots owned by Declarant. Declarant's obligation to fund the difference in the HOA's operating expenses may not be construed to require Declarant to fund reserve accounts.
 - 13.2. During the initial development of the Property, Declarant may elect to postpone the HOA's initial levy of annual assessments until a certain number of lots are sold. Declarant will determine when the HOA first levies annual assessments against the lots. Prior to the first levy, Declarant will be responsible for all operating expenses of the HOA.
 - 13.3. Expenses related to the completion and marketing of the Property will be paid by Declarant and are not expenses of the HOA.
 - 13.4. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace, subject to approval by a governmental entity, if applicable.
 - 13.5. Declarant may:
 - 13.5.1. Change the sizes, dimensions, and configurations of lots and streets;
 - 13.5.2. Change the minimum dwelling size;
 - 13.5.3. Change the building setback requirements; and
 - 13.5.4. Eliminate or modify any other feature of the Property.
 - 13.6. Declarant has the absolute right to serve as the Architectural Reviewer. Neither the HOA, nor the Board of directors, nor a committee appointed by the HOA or Board (no matter how the committee is named) may involve itself with the approval of new homes and related improvements on vacant lots.
 - 13.7. Declarant may amend this Declaration and the other Governing Documents, without consent of other owners or any mortgagee, for any purpose.
 - 13.8. Declarant has (1) the right to complete or make improvements indicated on the Plat; (2) the right to sell or lease any lot owned by Declarant; and (3) an easement and right to erect, construct, and maintain on and in the common area and lots owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and

marketing of, including, without limitation, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, and commercial vehicles of every type.

- 13.9. Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. This Section may not be construed to create a duty for Declarant or the HOA.
- 13.10. Declarant reserves for itself an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other owners and residents, for purposes of promoting, identifying, and marketing Fair Weather Field and/or Declarant's houses, lots, developments, or other products located outside the Property. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events - such as open houses, tours, and parties - at the Property to promote the sale of lots.
- 13.11. Declarant reserves for itself the right to use dwellings owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property and/or Declarant's developments or other products located outside the Property. Also, Declarant reserves for itself the easement and right to make structural changes and alterations on and to lots and dwellings used by Declarant as models, storage areas, and offices, as may be necessary to adapt them to the uses permitted herein.
- 13.12. Declarant has an easement and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing Fair Weather Field and for discharging Declarant's obligations under this Declaration. Declarant also has the right to provide a reasonable means of access for the home buying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of lots and homes by Declarant, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation to gate the Property.
- 13.13. Declarant may grant permits, licenses, and easements over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the easements on any lot, as shown on the Plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, cable, internet service, and security.
- 13.14. Any transfer of an interest in the Property to or from Declarant is not subject to any transfer-related provision in the Governing Documents, including without limitation an obligation for transfer or resale certificate fees, and the transfer-related provisions of this Declaration.
- 13.15. Declarant has the right:
- 13.15.1. To establish specifications for the construction of all initial improvements in Fair Weather Field,
 - 13.15.2. To establish different specifications for each neighborhood within the Property, and
 - 13.15.3. To grant variances or waivers from community-wide standards to certain neighborhoods of the Property.
14. Declarant may designate one or more Successor Declarant for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the Real Property Records of Waller County, Texas. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarant.

OPERATION OF THE ASSOCIATION AFTER THE DECLARANT CONTROL PERIOD/OPERATION OF THE ASSOCIATION AFTER THE END OF THE DEVELOPMENT PERIOD.

Phase 3: The following sections in this article apply after the end of the Declarant Control Period and continue to remain in effect after the end of the Development Period.:

BOARD OF DIRECTORS

15. The HOA is governed by a Board of Directors. Unless the HOA's Bylaws or Articles of HOA provide otherwise, the Board will consist of at least 3 persons elected by the members at the annual meeting of the HOA, or at a special meeting called for that purpose. Unless the Governing Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the HOA. Unless the context indicates otherwise, references in the Governing Documents to the "HOA" may be construed to mean "the HOA acting through its Board of directors."

DECISION MAKING

16. Any decision or act of the HOA may be made by or at the direction of the Board, unless the Governing Documents reserve the decision or act to the members, the Declarant, or any other person or group. Unless the Governing Documents or applicable law provide otherwise, any action requiring approval of the members may be approved:
- 16.1. At a meeting by owners of at least a majority of the lots that are represented at the meeting, provided notice of the meeting was given to an owner of each lot, or
 - 16.2. In writing by owners of at least a majority of all Lots, provided the opportunity to approve or disapprove was given to an owner of each Lot.

BOARD MAY DELEGATE TO A MANAGER(S)

17. The Board may delegate the performance of certain functions to one or more managers or managing agents of the HOA. Notwithstanding a delegation of its functions, the Board is ultimately responsible to the members for governance of the HOA.

COMMUNICATIONS

18. This Declaration is drafted in an era of rapidly changing communication technologies. Declarant does not intend to limit the methods by which the HOA, owners, and residents communicate with each other. Such communications may be by any method or methods that are available and customary. For example, if the HOA is required by the Governing Documents or applicable law to make information available to owners of all lots, that requirement may be satisfied by posting the information on the HOA's website or by using electronic means of disseminating the information, unless applicable law requires a specific method of communication. It is foreseeable that meetings of the HOA and voting on issues may eventually be conducted via technology that is not widely available on the date of this Declaration. As communication technologies change, the HOA may adopt as its universal standard any technology that is used by owners of at least 85 percent of the lots. Also, the HOA may employ multiple methods of communicating with owners and residents.

VOTING

19. One indivisible vote is appurtenant to each Lot. Each Lot has only one vote irrespective of the number of Owners.
20. The total number of votes that an Owner has is equal to the number of Lots that the Owner has. The total number of votes equals the total number of Lots in the Property.
21. If additional property is made subject to this Declaration, the total number of votes will be increased automatically by the number of additional Lots. Each vote is uniform and equal to the vote appurtenant to every other Lot. Cumulative voting is not allowed. Votes may be cast by written proxy, according to the requirements of the HOA's Bylaws.

BOOKS AND RECORDS

22. The HOA will maintain copies of the Governing Documents and the HOA's books, records, and financial statements.
23. All books, records, and financial statements must be retained by the HOA for at least twenty years.
24. The HOA will make its books, records, and financial statements available to members, on request, for inspection. Members can request copies of all books, records, and financial statements.
- 24.1. The HOA can charge a reasonable fee for copies which can be no more than 10% over the actual cost of the copies and labor to produce them.
- 24.2. Requests for copies must be made in writing by the member.
- 24.3. The HOA must turn around any requests for copies within seven business days from the time of the request.

INDEMNIFICATION OF LEADERS

25. The HOA indemnifies every officer, director, committee chair, and committee member (for purposes of this Section, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit, or proceeding to which the Leader is a party by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment, negligent or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. The HOA may maintain general liability and directors' and officers' liability insurance to fund this obligation. Additionally, the HOA may indemnify a person who is or was an employee, trustee, agent, or attorney of the HOA, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity and the HOA may indemnify a person who is or was an employee, trustee, agent, or attorney of the HOA, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

OBLIGATION OF OWNERS

26. Without limiting the obligations of Owners under the Governing Documents, each Owner has the following obligations:
- 26.1. Each Owner will pay assessments properly levied by the HOA against the owner or his lot, and will pay annual assessments without demand by the HOA.
- 26.2. Each owner will comply with the Governing Documents as amended from time to time.
- 26.3. Each Owner will pay for damage to the Property or Common Area caused by the negligence or willful misconduct of the Owner, a resident of the Owner's lot, or the Owner or resident's family, guests, employees, contractors, agents, or invitees
- 26.4. Each owner is liable to the HOA for violations of the Governing Documents by the Owner, a resident of the Owner's lot, or the Owner or resident's family, guests, employees, agents, or invitees, and for costs incurred by the HOA to obtain compliance, including attorney's fees whether or not suit is filed.

RESALES

27. For the purposes of this Declaration, a "**resale**" is every sale or conveyance of a lot (or of an interest in a lot) that is improved with a house and/or a hangar, other than the initial sale by Declarant of the lot with the newly constructed house and/or hangar to the initial homeowner. This section applies to every resale of a Lot.
- 27.1. An owner intending to sell his home will notify the HOA and will request a resale certificate from the HOA.

- 27.2. The HOA does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Lot to the HOA.
- 27.3. Within 30 days after acquiring an interest in a lot, an Owner will provide the HOA with the following information: a copy of the settlement statement or deed by which owner has title to the lot; the owner's email address (if any), U. S. postal address, and phone number; any mortgagee's name, address, and loan number; the name and phone number of any resident other than the Owner; the name, address, and phone number of Owner's managing agent, if any.

EXCLUSIONS

28. This requirements of this Article, do not apply to the following transfers:
- 28.1. Foreclosure of a mortgagee's deed of trust lien, a tax lien, or the HOA'S assessment lien.
 - 28.2. Conveyance by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure;
 - 28.3. Transfer to, from, or by the HOA.
 - 28.4. Voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent.
 - 28.5. A transfer by a fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust;
 - 28.6. A conveyance pursuant to a court's order, including a transfer by a bankruptcy trustee; or
 - 28.7. A disposition by a government or governmental agency.

ARTICLE SEVEN: HOA RULES, MEMBERSHIP, AND VOTING RIGHTS

HOA'S RIGHT TO MAKE RULES

1. The HOA is granted the right to adopt, amend, repeal, and enforce reasonable rules, and penalties for infractions of those rules, as regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Fair Weather Field Development. In addition to the restrictions stated in this Article, each Lot is owned and occupied subject to the right of the Board to establish rules and penalties for infractions of those rules that govern the following:
- 1.1. Use of the Common Area.
 - 1.2. Hazardous, illegal, or annoying materials or activities on the Development.
 - 1.3. The use of Development-wide services provided through the HOA.
 - 1.4. The consumption of utilities billed to the HOA.
 - 1.5. The use, maintenance, and appearance of exteriors of hangars, dwellings, and Lots.
 - 1.6. Landscaping and maintenance of yards and areas around the hangars.
 - 1.7. The occupancy and leasing of dwellings and hangars.
 - 1.8. Animals
 - 1.9. Disposition of trash, and control of vermin, insects, and other pests.
 - 1.10. Anything that interferes with the maintenance of the Development, operation of the HOA, administration of this Declaration and Bylaws, or the quality of life for the residents.

ALL MUST ABIDE BY THE RULES OF THE HOA

2. All Owners, Occupants, Assigns, and Lessees will abide by any rules and regulations adopted by the HOA. All such rules and regulations will be reduced to a printed format and be open to inspection by Owners and their authorized agents during reasonable business hours.

HOA IS RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON AREAS

3. The HOA, through its Board, is responsible for maintaining the Common Areas after they have been deeded to the HOA by the Declarant.

BYLAWS

4. The Bylaws for the HOA are the rules and regulations for its operation and management.

COPIES OF DEED RESTRICTIONS AND BYLAWS TO BE GIVEN TO NEW OWNERS

5. A copy of the Bylaws and the Declaration of Covenants, Conditions, and Restrictions for Fair Weather Field will be provided to each Lot Owner gratis at the time of sale of the Lot or Lots by the HOA. Any subsequent copies can be requested from the HOA and a reasonable charge for copying may be charged to the requestor by the HOA.

MAJORITY VOTE

6. Control of the HOA will be held by a majority vote (=51% or greater of all votes) of its member as said votes are set out in the Bylaws.

OWNER COMPLIANCE

7. The failure of any Owner to comply with the provisions of this declaration, the Bylaws, and the Articles of Incorporation of the HOA, as amended from time to time, will give rise to a cause of action by the HOA and any aggrieved Owner for the recovery of damages, or for injunctive relief, or both.

HOMEOWNERS ASSOCIATION MAY NOT INTERFERE WITH DECLARANT RIGHT TO DEVELOP

10. The HOA at no time will interfere or prevent the Declarant or their 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 their properties in accordance with this Declaration.

ARTICLE EIGHT: COVENANT FOR MAINTENANCE ASSESSMENTS

CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

- 1.1. The Owner, for each Lot owned within the Properties, hereby covenants, and by acceptance of a deed therefore, whether or not it is so expressed in the deed, is deemed to covenant and agree to pay the HOA:
 - 1.1.1. Annual assessments
 - 1.1.2. Special assessments
 - 1.1.3. Individual assessments
 - 1.1.4. Deficiency assessments
- 1.2. All assessments, together with interest, costs, and reasonable attorney's fees shall:
 - 1.2.1. Be a charge on the Lot and is secured by a continuing lien on the Lot and its improvements, if any, against which each such assessment is made and
 - 1.2.2. Shall also be the personal obligation of the Owner of such Lot and its improvements, if any, when the assessment fell due.
- 1.3. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing lien for assessments attributable to a period prior to the date he purchased his Lot.
- 1.4. No Owner may exempt himself from his assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his Lot.
- 1.5. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the HOA's performance of the HOA's duties.

OWNERS ACCEPTANCE OF COMMON AREA AND RESPONSIBILITY FOR ITS MAINTENANCE

2. By accepting an interest in or title to a Lot, each Owner is deemed to:
 - 2.1. Accept the Common Areas of the Development, and any improvement thereon, in its then existing "as is" condition.
 - 2.2. Acknowledge the authority of the Declarant during the Declarant Control Period, the Development Period, and thereafter the HOA, acting through its Board of Directors, for all decisions pertaining to the Common Areas.
 - 2.3. Acknowledge that transfer of a Common Area's title to the HOA by or through the Declarant is a ministerial task that does not require acceptance by the HOA.
 - 2.4. Acknowledge the continuity of maintenance of the Common Areas, regardless of changes in the HOA's Board of Directors or management.
 - 2.5. The designation of real property as a Common Area is determined by the Plat and this Declaration, and not by the ownership of the property. This Declaration contemplates that the HOA will eventually hold title to every Common Area capable of independent ownership by the HOA. Declarant may install, construct, or authorize certain improvements on Common Areas in connection with the initial development of the Fair Weather Field Development, and the cost thereof is not a common expense of the HOA. Thereafter, all costs attributable to common areas, including maintenance, property taxes, insurance, and enhancements, are automatically the responsibility of the HOA, regardless of the nature of title to the common areas, unless this Declaration elsewhere provides for a different allocation for a specific common area.

PURPOSE OF THE ASSESSMENTS

3. Annual and special assessments are levied by the HOA and will be used exclusively for the improvement and maintenance of the Common Areas and for the common benefit of Owners and residents to promote the recreation, health, safety, and welfare of the Owners and residents in the Properties and for any expense reasonably related to the purposes for which Fair Weather Field was developed. If made in good faith, the Board's decision with respect to the use of assessments is final.
4. Annual assessment will include, and the HOA will acquire and pay for, out of the funds derived from annual assessment, the following:
 - 4.1. Maintenance and repair of the Common Area, equipment, and related expenses.
 - 4.2. Acquisition of furnishing and equipment for the Common Area as may be determined by the HOA.
 - 4.3. Maintenance and repair of drainage ditches and easements within the confines of the Property.
 - 4.4. Any applicable taxes due to county, state, federal or other tax authority.

- 4.5. Fire insurance covering the full insurable replacement value replacement value of the Common Area and improvements with extended coverage.
- 4.6. Liability insurance insuring the HOA 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 will be set by the HOA.
- 4.7. 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 HOA.
- 4.8. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the HOA is required to secure or pay pursuant to the terms of this Declaration or by law or which will be necessary or proper in the opinion of the Board of Directors of the HOA for the operation of the Common Area for the benefit of the Lot Owners or for the enforcement of these restrictions.
- 4.9. Litigation reserve fund.
- 4.10. Attorney fees for papers and services not relating to litigation.
- 4.11. Other expenses may be covered if voted in by a majority vote of the members of the HOA.

TYPES OF THE ASSESSMENTS

5. There are four types of assessments:
 - 5.1. Annual - Annual assessments are based on the annual budget and are assessed annually. Each lot is liable for its equal share of the annual budget. If the Board does not approve an annual budget or fails to determine new annual assessments for any year, or delays in doing so, owners will continue to pay the annual assessment as last determined.
 - 5.2. Special - The Board may levy one or more special assessments against all lots for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds.
 - 5.3. Individual - The Board may levy an individual assessment against a lot and its owner. Individual assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent assessments; reimbursement for costs incurred in bringing an owner or his lot into compliance with the Governing Documents; fines for violations of the Governing Documents; insurance deductibles; transfer-related fees and resale certificate fees; fees for estoppels letters and project documents; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the lots, which may be assessed according to benefit received; fees or charges levied against the HOA on a per-lot basis; and "pass through" expenses for services to lots provided through the HOA and which are equitably paid by each lot according to benefit received.
 - 5.4. Deficiency - The Board may levy a deficiency assessment against all lots for the purpose of defraying, in whole or in part, the cost of repair or restoration if insurance proceeds or condemnation awards prove insufficient.

COMMENCEMENT AND COLLECTION OF ANNUAL ASSESSMENTS

5. The annual assessments provided for herein will commence to all Lots on the first day of the month following the conveyance of the Common Area.
6. The first annual assessment will be \$600. The amount of the first annual assessment will be adjusted according to the number of months remaining until June 1 of the current year or if the property is conveyed after June 1 of the current year, then June 1 of the following year.
7. In all subsequent years, the annual assessment will be due June 1. The Board of Directors will 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.
8. Assessments may be made payable annually or divided into payments over the course of the fiscal year at the discretion of the HOA Board of Directors. The HOA will, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Board of the HOA setting forth whether the assessment against a specific lot has been paid, and will annually and no later than August 15th of each year (and more often if the HOA will deem it necessary) cause to be recorded in the office of the County Clerk of Waller County, Texas, a list of all delinquent assessments as of the date of the recording.
9. The maximum allowable annual assessment may be increased or decreased by the HOA Board of Directors each year by not more than ten percent (10%) above the maximum allowable annual assessment for the previous year without a vote of the membership.
 - 9.1. At least thirty (30) days prior to the effective date of an increase in annual assessments, the Board will notify an owner of each lot of the amount of, the budgetary basis for, and the effective date of the increase or decrease. The changed assessment will automatically become effective unless owners of at least a majority of the lots disapprove the increase by petition or at a meeting of the HOA. In that event, the last-approved assessment and budget will continue in effect until a revised assessment and budget is approved.
 - 9.1.1. Exception: If there is an adequate reserve to cover the annual budgeted expenses, the Board may decide not to levy an annual assessment for that fiscal period
 - 9.1.2. If no assessment is levied, in the next fiscal year where an annual assessment is deemed to be necessary, the last assessment amount is to be used for the starting assessment. For example, if the last year's annual assessment was \$1000, and for the current year the Board decides not to charge an assessment, then in the next fiscal year where an assessment is deemed necessary, the starting assessment amount to be used is \$1000.
 - 9.2. Voting on assessments will be in person or by proxy, at a meeting duly called for this purpose.

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

10. In addition to the annual assessment previously authorized, the HOA 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. At least thirty (30) days prior to the effective date of a special assessment, the Board will notify an owner of each lot of the amount of, the budgetary basis for, and the effective date of the special assessment. The special assessment will automatically become effective unless owners of at least majority of the lots disapprove the special assessment by petition or at a meeting of the HOA.

DEFICIENCY ASSESSMENTS

11. The Board may levy a deficiency assessment against all lots for the purpose of defraying, in whole or in part, the cost of repair or restoration if insurance proceeds or condemnation awards prove insufficient. At least thirty (30) days prior to the effective date of a deficiency assessment, the Board will notify an owner of each Lot of the amount of, the budgetary basis for, and the effective date of the deficiency assessment. The deficiency assessment will automatically become effective unless owners of at least majority of the lots disapprove the special assessment by petition or at a meeting of the HOA.

UNIFORM RATE OF ASSESSMENT

12. The annual, special, and deficiency assessments must be fixed at a uniform rate for all Lots regardless of a lot's location or the value and size of the lot or dwelling and may be collected on a monthly or annual basis as determined by the Board.

NOTICE AND QUORUM

13. Written notice of any meeting called for the purpose of taking any action authorized for increasing assessments or special assessment as mentioned previously will be sent to all members not less than thirty (30) days or not more than sixty (60) days in advance of the meeting. At such meeting called, the presence of members or proxies entitled to cast a fifty-one percent (51%) majority of all the votes will constitute a quorum. If the required quorum is not present, the members entitled to vote thereat will have the power to adjourn the meeting from that time to another time. Meetings will be held until a quorum as aforesaid will be present or represented, provided, however, no such subsequent meeting will be held more than sixty (60) days following the preceding meeting.

ASSESSMENTS ON LOTS OWNED BY THE DECLARANT

14. As long as any Lots are owned by the Declarant, the Board of Directors may charge and collect from Declarant the annual and any special assessments only on the Lot where the Declarant lives. All other Lots owned by the Declarant are free from the annual, deficiency, individual, and special assessments until the conveyance of the Lot by the Declarant to an Owner.

EFFECT OF NON-PAYMENT OF ASSESSMENT: REMEDIES OF HOA

15. Each Owner, by accepting an interest in or title to a lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay assessments to the HOA. Each assessment is a charge on the lot and is secured by a continuing lien on the lot. Each Owner, and each prospective owner, is placed on notice that his title may be subject to the continuing lien for assessments attributable to a period prior to the date he purchased his lot.
16. Unpaid assessments will be considered as a lien against the Owner and the Owner's property as in a deed of trust.
17. The assessment is delinquent if not paid within thirty (30) days after the due date.
18. Delinquent assessments are subject to reasonable late fees, at a rate to be determined by the Board from time to time.
19. The HOA, acting through the Board, is responsible for taking action to collect delinquent assessments. The HOA's exercise of its remedies is subject to applicable laws, such as Chapter 209 of the Texas Property Code, and pertinent provisions of the Bylaws. From time to time, the HOA may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the HOA's manager, an attorney, or a debt collector. Neither the Board nor the HOA, however, is liable to an owner or other person for its failure or inability to collect or attempt to collect an assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the HOA has.
20. After the due date has passed, the HOA will provide the owner written notice by certified mail which specifies each delinquent amount, the total amount to bring the account current, and a description of options including a payment plan. The Owner has 30 days to cure before being the delinquency will be sent to an attorney for collection.
21. Any Payment plans are to be divided into 6 equal installments and each payment is due on the first of the month; if the Owner accepts the payment plan and pays on time, no other penalties will be accrued during the payment period. If an owner defaults in paying an

assessment that is payable in installments, the HOA may accelerate the remaining installments on 10 days' written notice to the defaulting owner. The entire unpaid balance of the assessment becomes due on the date stated in the notice.

22. The assessment will bear interest from the date of delinquency at the rate of ten percent (10%) per annum or the maximum permitted by law, and the HOA may bring an action at law against the Owner who is personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of such action will be added to the amount of such assessments.
23. The owner of a lot against which assessments are delinquent is liable to the HOA for reimbursement of reasonable costs incurred by the HOA to collect the delinquent assessments, including attorneys' fees and processing fees charge by debt collectors.
24. Non-payment of assessments may also result in the suspension of the Owner's rights to use the Common Area.
25. Before the HOA suspends an Owner's right to use the Common Area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an HOA's lien, charge an owner for property damage, or levy a fine for a violation of the restrictions or Bylaws or rules of the HOA, the HOA or its agent must either give written notice to the owner by certified mail, return receipt requested or deliver the written notice in person to the Owner.
26. The notice must: describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the HOA from the owner; and inform the owner that the owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months.
27. That the Owner may request a hearing by the Board on or before the 30th day after the date the owner receives the notice.
28. The Board will hold a hearing under this section not later than the 30th day after the date the Board receives the Owner's request for a hearing and will notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or the owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than 10 days.
29. Additional postponements may be granted by agreement of the parties.
30. The Owner or the Board may make written and audio recordings of the meeting.
31. The HOA may file suit seeking a money judgment against an owner delinquent in the payment of assessments, without foreclosing or waiving the HOA's lien for assessments.
32. The HOA may notify and communicate with the holder of any lien against a lot regarding the owner's default in payment of assessments
33. The HOA's lien for assessments is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the HOA, at its option, may cause a notice of the lien to be recorded in the Real Property Records of Waller County, Texas. If the debt is cured after a notice has been recorded, the HOA will record a release of the notice at the expense of the curing owner.
34. By accepting an interest in or title to a lot, each owner grants to the HOA a private power of nonjudicial sale in connection with the HOA's assessment lien. The Board may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the HOA's lien rights on behalf of the HOA, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board meeting.
35. A foreclosure must comply with the requirements of applicable law, such as Chapter 209 of the Texas Property Code. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by law. In any foreclosure, the owner is required to pay the HOA's costs and expenses for the proceedings, including reasonable attorneys' fees, subject to applicable provisions of the Bylaws and applicable law, such as Chapter 209 of the Texas Property Code. The HOA has the power to bid on the lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same. The HOA may not foreclose the assessment lien if the debt consists solely of fines and/or a claim for reimbursement of attorney's fees incurred by the HOA.
36. As provided by this Declaration, the HOA may foreclose its lien against the lot by judicial or nonjudicial means.
37. All payments made are to be applied in the following order: 1) delinquent assessments; (2) current assessments; (3) attorney fees related to assessments; (4) other attorney fees; (5) fines; (6) other amounts owed to HOA.

SUBORDINATION OF LIEN TO MORTGAGES

37. The assessment lien on a lot is subordinate and inferior to (1) real property taxes and assessments levied by governmental and taxing authorities, (2) a deed of trust or vendor's lien recorded before this Declaration, (3) a recorded deed of trust lien securing a loan for construction of the original dwelling, (4) a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent assessment became due, (5) a home equity or reverse mortgage lien which is a renewal, extension, or refinancing

a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent assessment became due, (6) an FHA-insured or VA-guaranteed mortgage. Except for the foregoing, the assessment lien is superior to all other liens and encumbrances on a lot.

EFFECTS OF FORECLOSURE

38. Foreclosure of a superior lien extinguishes the HOA's claim against the lot for unpaid assessments that became due before the sale, but does not extinguish the HOA's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien is liable for assessments coming due from and after the date of the sale, and for the owner's pro rata share of the pre-foreclosure deficiency as an HOA expense.

ARTICLE NINE: ARCHITECTURAL CONTROL

PURPOSE

1. Because the Lots are part of a single, unified community, this Declaration creates rights to regulate the design, use, and appearance of the lots and common areas in order to preserve and enhance the Development's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which Fair Weather Field Development is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to the then existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing improvements on a lot, including but not limited to dwellings, fences, landscaping, retaining walls, yard art, sidewalks, and driveways, and further including replacements or modifications of original construction or installation. During the Development Period, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control.

ARCHITECTURAL CONTROL DURING THE DEVELOPMENT PERIOD

2. During the Development Period, neither the HOA, nor the Board of Directors, nor a committee appointed by the HOA or the Board (no matter how the committee is named) may involve itself with the approval of new homes on vacant lots. During the Development Period, the Architectural Reviewer for new homes on vacant lots is the Declarant or its assigns or successors.
3. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the improvements within the Fair Weather Field Development enhance the Declarant's reputation as a community developer and do not impair Declarant's ability to sell homes in the Property. Accordingly, each Owner agrees that during the Development Period, no improvements will be started or progressed on owner's lot without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization.

ARCHITECTURAL CONTROL COMMITTEE

4. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Architectural Control Committee or the Development Period is terminated or expires, the HOA has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the HOA, acting through the ACC will assume jurisdiction over architectural control. The ACC will consist of at least 2 but not more than 4 persons appointed by the Board, pursuant to the Bylaws. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in this Declaration and the Bylaws to the ACC are construed to mean the Board.

LIMITS ON LIABILITY

5. The Architectural Reviewer has sole discretion with respect to taste, design, and all standards specified by this Article. The Architectural Reviewer and each of its members have no liability for decisions made in good faith by the Architectural Reviewer, and which are not arbitrary or capricious. The Architectural Reviewer is not responsible for:
 - 5.1. Errors in or omissions from the plans and specifications submitted to the Architectural Reviewer,
 - 5.2. Supervising construction for the owner's compliance with approved plans and specifications, or
 - 5.3. The compliance of the owner's plans and specifications with governmental codes and ordinances, state and federal laws.

PROHIBITION OF CONSTRUCTION, ALTERATION, AND IMPROVEMENT WITHOUT CONSENT

6. No building, outbuilding, fence, wall, retaining wall or other structure of any type will be constructed, erected, placed or permitted to remain on the premises hereby conveyed, nor will construction or erection commence, unless the Architectural Reviewer will have approved in writing the detailed drawings, plans, specifications, exterior colors, materials, Plat plan, layout and landscaping plan of such proposed building or buildings and building site. Likewise, once a building has been constructed according to plans approved by said Architectural Reviewer, no structure, alteration, addition, improvement, installation, modification, redecoration, or reconstruction that will change the external elevations, design, or appearance of said

building unless detailed plans and specifications for such changes have been approved in writing by the Architectural Reviewer. The refusal by the Architectural Reviewer to approve plans submitted hereunder may be based upon any grounds including purely aesthetic.

ARCHITECTURAL APPROVAL PROCESS

7. To request architectural approval, an owner must make written application to the Architectural Reviewer and submit two identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. In support of the application, the owner may but is not required to submit letters of support or non-opposition from owners of lots that may be affected by the proposed change. The application must clearly identify any requirement of this Declaration for which a variance is sought. The Architectural Reviewer will return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "More Information Required." The Architectural Reviewer will retain the other set of plans and specifications, together with the application, for the Architectural Reviewer's files. Verbal approval by an Architectural Reviewer, the Declarant, an HOA director or officer, a member of the ACC, or the HOA's manager does not constitute architectural approval by the appropriate Architectural Reviewer, which must be in writing.

DEEMED APPROVAL

8. Under the following limited condition, the Owner may presume that his request has been approved by the Architectural Reviewer, if the Owner or a person affiliated with the Owner places the application has not received the Architectural Reviewer's written response - approving, denying, or requesting additional information within sixty (60) days after delivering his complete application to the Architectural Reviewer, the Owner may presume that his request has been approved. The Owner may then proceed with the work, provided that he adheres to the plans and specifications which accompanied his application. In exercising deemed approval, the burden is on the Owner to document the Architectural Reviewer's receipt of the Owner's application. Under no circumstance may approval of the Architectural Reviewer be deemed, implied, or presumed for an improvement or modification that would require a variance from the requirements and construction specifications contained in this Declaration and in any design guidelines for the Development in effect at the time of the application.

BUILDING PERMITS VS ARCHITECTURAL REVIEWER APPROVAL

9. If the application is for work that requires a building permit from a governmental body, the Architectural Reviewer's approval is conditioned on the issuance of the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with the requirements of the governmental body. Alternatively, governmental approval does not ensure Architectural Reviewer approval.

DECLARANT APPROVAL

10. Notwithstanding anything to the contrary in this Declaration, any improvement to the Fair Weather Field Development made or approved by Declarant during the Development Period is deemed to have been approved by the Architectural Reviewer.

ARCHITECTURAL GUIDELINES

11. Declarant during the Development Period and the HOA thereafter may publish architectural restrictions, guidelines, and standards, which may be revised from time to time to reflect changes in technology, style, and taste.

ARTICLE TEN: CONSTRUCTION RESTRICTIONS

OWNERS MUST REVIEW RESTRICTIONS BEFORE BUILDING

1. An Owner should review the Architectural Reviewer's architectural restrictions, if any, before planning improvements, repairs, or replacements to his lot and dwelling.

VARIANCES

2. The use of the Property is subject to the restrictions contained in this Article, and subject to rules adopted pursuant to this Article. The Board or the Architectural Reviewer, as the case may be, may grant a variance or waiver of a restriction or rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing.
3. Approval of a variance or waiver may not be deemed, implied, or presumed under any circumstance.

ARCHITECTURAL CONTROL COMMITTEE APPROVAL IS NOT A WAIVER OF FEATURES ON SUBSEQUENT PLANS

4. The approval of the plans or specifications submitted for approval, as herein specified, will not be deemed to be a waiver by the Declarant or the Architectural Control Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.

STRUCTURES WILL BE ERECTED IN ACCORDANCE WITH APPROVED PLANS

5. After such plans and specifications and other data submitted have been approved by the HOA, no building, outbuilding, fence, wall, retaining wall, or other structure of any kind will be erected, constructed, placed, altered or maintained upon said property unless the same will be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the HOA. If any building, outbuilding, fence, wall, retaining wall, or other structure of any kind will be erected, constructed, placed, altered or maintained upon said property other than in accordance with the plans and specifications and plot plans theretofore approved by the HOA, such erection, construction, placing, alteration and maintenance will be deemed to have been undertaken without the approval of the HOA ever having been obtained as required by this Declaration.

COMPLIANCE WITH PLANS APPROVALS

6. After the expiration of two years from the date of approval by the Architectural Control Committee of any structure or alteration, such structure or alteration will be deemed to comply with all of the provisions said previously hereof unless notice to the contrary will have been recorded in the Office of the Clerk of Court, in and for Waller County, Texas, or legal proceedings will have been instituted to enforce such compliance.

STRUCTURES TO BE COMPLETED WITHIN 12 MONTHS

7. Any structure started on this subdivision must be completed insofar as the exterior finish is concerned within 12 months from the date of issuance of an approval for said structure or structures by the Architectural Control Committee.
8. Structures that are not completed within the 12 month period are subject to weekly fines in an amount to be determined by the Board. Fines will continue until the structure is complete.

ASSOCIATION INSPECTION OF STRUCTURE UNDER CONSTRUCTION

9. The HOA or their assignees may at any reasonable time enter and inspect any building or property under construction or on or in which the HOA may believe that a violation of the covenants, restrictions, reservations, servitude's or easements is occurring or has occurred.

GENERAL BUILDING REQUIREMENTS

10. All structures must be erected on the premises and be built of new material.
11. No structure may be occupied before completion.
12. All hangars must be at least 2500 square feet.
13. Lots 2-20 must install both a well and a septic system.
 - a. Wells and septic systems may be shared between Lots upon approval by the Architectural Control Committee.
 - b. All wells and septic systems must meet Waller County requirements.
 - c. The requirement for a separate well and/or septic system will be waived if a public water system and/or public sewer system is installed at in the future.
15. On Hangar and separate residence Lots:
 - 15.1. Both a hangar and a residence must be built.
 - 15.2. No single story residence constructed will contain less than 1600 square feet of living area, exclusive of porches, breezeways, patios, and garages.
 - 15.3. No two-story residence constructed will contain less than 2500 square feet of living area, exclusive of porches, breezeways, patios, and garages.
 - 15.4. No residence taller than two stories may be erected.
 - 15.5. All residences must face the residential street.
 - 15.6. All residences must have exterior walls composed of at least one-half brick, stone, or cement products (such as Hardie™ plank).
 - 15.7. Each residence must have as a minimum a two-car enclosed garage or enclosed carport.
16. All vehicles, campers, trailers, and heavy equipment such as tractors, bulldozers, mowers etc, must be stored in a hangar or garage when not in use.

TEMPORARY RESIDENCES PROHIBITED IN GENERAL

- 17 No buyer, or his heirs or assigns, will at any time use as a residence, temporarily or permanently, a trailer, tent, shack, modular home, garage, barn, truck, street car, bus or other outbuilding; however, inheritance of aforementioned may be permitted on a temporary basis during construction of permanent dwelling if approved in writing by the Architectural Reviewer.
- 18 Such temporary permit will be rescindable at any time for any purpose and the owner of the property on which the temporary residence is located will have no more than thirty (30) days within which to vacate or remove the temporary building from said property. The issuance of a temporary permit to any one property owner does not require the Architectural Reviewer to issue other temporary permits to other property owners.

WINDMILLS, SOLAR PANELS AND "GREEN" CONSTRUCTION

- 19 All solar panels, windmills, and other types of energy-producing "green" construction are encouraged but all construction must have the consent of the Architectural Reviewer.

MATERIALS AND REFUSE ON ADJOINING LOTS

- 20 No refuse of any kind or scrap material from the improvements being erected on any Lot or tract will be placed on any adjoining Lot, street, Common Area, ditch, or easement. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material must be removed immediately from the Lot.

ARTICLE ELEVEN: USE RESTRICTIONS

EXTERIOR MAINTENANCE

1. The Lot, the hangar, and the dwelling, if any, must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring lots. The Architectural Reviewer is the arbitrator of acceptable appearance standards. Such maintenance includes, but is not limited to, the following:
 - 1.1. Prompt removal of all litter, trash, refuse and waste
 - 1.2. Sweeping of porches, steps, and terraces and balconies attached to the hangar and dwelling.
 - 1.3. To keep the grass, vegetation, and weeds on the Owner's Lot cut as often as may be necessary to keep things in a neat and attractive condition.
 - 1.4. Tree and shrub pruning, unless in a Common Area
 - 1.5. Adequately watering landscaped areas, unless in a Common Area
 - 1.6. Keeping exterior lighting facilities in working order, unless in a Common Area
 - 1.7. Keeping private landscaped areas and potted plants alive, free of weeds, and attractive
 - 1.8. Keeping parking areas and driveways clear and accessible
 - 1.9. Complying with all government health and police requirements;
 - 1.10. Repair of exterior damages to dwelling, hangar, or other improvements on Lot;
 - 1.11. Preventing runoff from excessive watering in private courtyard from affecting adjacent Lot(s)
 - 1.12. Exercising care from causing run-off of pesticides or other chemicals into the storm sewer system.
2. In the event an Owner of any Residential Lot will fail to maintain the premises and the improvements situated thereon in a neat and orderly manner or fails to meet the obligations of the covenants, and deed restrictions, the Architectural Reviewer will have the right, through its agents and employees, to enter upon said Residential Lot and to repair, maintain, and restore or to remove offending item(s) on the Residential Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner.
3. Owners, their heirs, and assigns, are bound and obligated through the purchase of said property, to maintain the same at their own cost and expense in a neat and presentable manner. In the event that the Owners should in the opinion of the Board of the Directors of the HOA, fail to maintain said property in a neat and attractive manner, the Board will notify the 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 will fail to eliminate any objectionable, detrimental, or unattractive condition existing on said property with fifteen (15) days after receipt of written notice from the Board specifying such condition then the Board is authorized to eliminate such conditions and charge the cost of the same to the property Owner, and any such expense incurred by the Board in such event will be added to, be a portion of, and secured in the same manner as the maintenance assessment against the property.
4. 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, Declarant, the Board and the HOA will not be liable, and are expressly relieved from any liability for trespass or other tort in connection with, or arising from such action to correct the condition.

NO OBSTRUCTION OF THE COMMON AREA

5. There will be no obstructions of the Common Area, nor will anything be stored or kept in the Common Area, nor will anything be altered or constructed or planted in, or removed from the Common Area without the written consent of the Board.

DAMAGE TO THE COMMON AREA

6. Each Owner will be liable to the HOA for any damage to the Common Area caused by the negligence or willful misconduct of the Owner or his family, guests, lessees, or invitees to the extent that the damage will not be covered by insurance.

EXTERIOR LIGHTING

7. Each Lot purchaser will be required at the time of construction to furnish one permanent electric photocell light in the corner of the purchaser's driveway's intersection with the purchaser's property line to provide street light at all times of darkness. All outdoor lights and light locations must be approved by the Architectural Reviewer. The level of illumination of any light should not be offensive or create a glare when viewed from outside the lot. Directional lights must be aimed into the lot on which they are installed. The light source must be shielded.

FENCES AND WALLS

8. This Section is subject to the Architectural Reviewer's right to adopt additional or different specifications for construction or reconstruction of fences and walls.
 - 8.1. All fences and walls will have to be approved by the Architectural Reviewer before building.
 - 8.2. Fencing is required in the front yard of each Lot next to the street and it must be installed before the end of the first year after purchase. It must be white and of the same style and materials as the other front fences.
 - 8.3. Fences are not required on other locations on the Lot, but if the Owner wants extra fencing:
 - 8.3.1. The height of fences must be between 4 feet and 8 feet.
 - 8.3.2. Fences must be made of masonry, vinyl, or other Architectural Reviewer-approved material.
 - 8.3.3. The use of barbed wire, chain link fencing, and cement blocks ("cinderblocks") is prohibited.
 - 8.3.4. Any portion of a fence that faces a street, common area, or neighbor must have a "finished side" appearance.
 - 8.4. Retaining walls must be constructed entirely with Architectural Reviewer-approved materials.
 - 8.5. The ongoing appearance of the fence will be monitored by the Architectural Reviewer and the HOA. Either one can require that the fence be repaired or removed and replaced at the Owner's expense with the new or different materials if the fence appearance is not maintained.

GARAGES

9. Without the Architectural Reviewer's prior written approval, the original garage area of a lot may not be enclosed or used for any purpose that prohibits the parking of two standard-size operable vehicles therein. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving.

HANGAR AND TIEDOWN

10. No person who is not a member of the HOA will be permitted to store, tie down or hangar any aircraft on Fair Weather Field property without the express written permission of the HOA. The HOA will have the authority to specify the terms and conditions under which a non member's aircraft may be stored, hangared or tied down. The above applies to any aircraft not solely owned by a member of the HOA.

AIRWORTHY AIRCRAFT ONLY PERMITTED ON TIEDOWN AND OWNER'S AIRCRAFT ONLY

11. Owners will have the right to store up to two aircraft owned by the Owner outside of the Owner's hangar on their ramp only if the airplanes to be stored outside are in airworthy condition as defined by current Federal Aviation Regulations (FARs), except as permitted by the Architectural Reviewer in writing.

ANNOYANCES AND NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED

12. No lot or common area may be used in any way that:
 - 12.1. May reasonably be considered annoying to neighbors. This includes outside lighting, loudspeakers, or other sound producing devices. Rules may be made to prohibit noise-producing security devices.
 - 12.2. May be calculated to reduce the desirability of Fair Weather Field as a residential neighborhood and/or an airport;
 - 12.3. May endanger the health or safety of residents of other Lots;
 - 12.4. May result in the cancellation of insurance on the Property;
 - 12.5. Violates any law. .
13. The Declarant during the Declarant Control Period and the Board thereafter has the sole authority to determine what constitutes an annoyance.

DISCHARGE OF FIREARMS IS PROHIBITED

14. The use or discharge of firearms is prohibited on the Lots or Common Areas.

SIGNS AND FLAGPOLES

15. No flagpoles, signs, or other advertising device of any character will be erected, posted, pasted, displayed or permitted upon or about any part of the Owner's Lot except as permitted herein:
 - 15.1. Sale signs: One sign of not more than three (3) feet square in area advertising the property for sale; the owner may display on his lot a name and address sign referring only to the premises on which displayed. Nothing contained herein will preclude Declarant and/or the HOA from erecting such signs as may be deemed necessary and proper incident to the utilization of the easements, taxiways and airstrips and related facilities. Nothing contained herein will preclude the Declarer and Developer from erecting signs and lot markers for the purposes of selling said lots.
 - 15.2. Political or ballot signs: Owners may display signs that advertise a political candidate or ballot item for an election. Such signs may appear on the property up to ninety (90) days before the election and must be removed by no later than ten (10) days after the election. Signs must be ground mounted, freestanding, and not exceed three (3) feet square. No more than one sign per candidate or ballot item. Signs may not incorporate language, graphics, or any display that offends an ordinary person. Signs must be silent and unlighted – no radios or other audio devices are to be incorporated on or in conjunction with the sign.
 - 15.3. Flags and flagpoles: Flagpoles of thirty (30) ft or less in height are permitted. Flagpoles are restricted to the front fifty (50) feet of the Lot on the side of the Lot that is next to the residential access road. Flagpoles may not be erected near the taxiways or runways. Flags flown are restricted to the flag of the United States of America, the flag of the State of Texas, and any of the flags of the branches of the United States Armed Forces. All flag displays must comply with public flag laws.
 - 15.4. Other flags may be flown on approval of the HOA.
 - 15.5. Religious signs: May be displayed on the front door only and as long as the sign is less than 25 inches square.
 - 15.6. Upon notice, the Board or other designee of the HOA can enter the Owner's Lot and remove signs and flagpoles that do not conform to the restrictions above.

ATTACHMENTS

16. No attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) will be made to the roof or walls of any home or placed anywhere on the property unless requests for such attachments have been first submitted to and approved by the Architectural Control Committee.

MINERAL AND OIL DEVELOPMENT PROHIBITED

17. No oil or natural gas drilling, oil or natural gas development operations, oil or natural gas refining, quarrying or mining operations of any kind will be permitted upon any Lot, nor will oil or natural gas wells, tanks, pipelines, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas will be erected, maintained or permitted upon any Lot. The language of this paragraph is not intended to prohibit normal utility pipes or lines of various sorts within the subdivision.

RUBBISH, TRASH, AND GARBAGE

18. No rubbish, garbage, debris, junk, waste, junk vehicles or unsightly material will be deposited on any of the lots at any time except building material during the course of construction on the site. All rubbish, garbage, debris, junk, waste, or unsightly material will must be deposited in a closed sanitary container and deposited of regularly. All junk vehicles must be removed from the property or stored indoors and out of sight in an enclosed hangar or garage.

SCREENING

19. The Architectural Reviewer may require that the following items must be screened from the view of the public and neighboring lots and dwellings, if any of these items exists on the lot: (1) satellite reception equipment; (2) clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind; (3) yard maintenance equipment; (4) wood piles and compost piles; (5) accessory structures that do not have prior approval of Architectural Reviewer; (6) garbage cans and refuse containers; (7) anything determined by the Board to be unsightly or inappropriate for a residential aviation subdivision. Screening may be achieved with fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. As used in this Section, "screened from view" refers to the view of a person in a passenger vehicle driving on a street, or the view of a person of average height standing in the middle of a yard of an adjoining Lot.

VEHICLE, MACHINERY, AIRPLANE, EQUIPMENT REPAIR

20. No major repairs, dismantling or assembling of airplanes, motor vehicles or any other machinery or equipment will be permitted in any street, drive, driveway or yard adjacent to a street.

CASUALTY

21. If all or any portion of a residence is damaged or destroyed by fire or other casualty, the Owner thereof will with all due diligence rebuild, repair or reconstruct such residence in a manner that will substantially restore it to its appearance and condition immediately prior to such casualty. Reconstruction must be started within three (3) months after the damage occurs and must be completed within twelve (12) months after the damage occurs. If reconstruction is not feasible or completed within the time allotted herein, then the Lot must be cleared.

RVS, BOATS, TRAVEL TRAILERS, AND VEHICLES

22. Outside parking and keeping of campers, travel trailers, boats or boat trailers, motor homes, large tractor trucks, buses, trucks, swamp buggies or other recreational vehicles, tractors, commercial truck cabs, trucks with tonnage over one ton, other large agricultural and construction equipment or other equipment of similar nature and use will not be permitted. All such vehicles must be stored in an enclosed garage or hangar and must not be visible from the street or by neighbors.
23. All vehicles on the Development, whether owned or operated by the residents or their families and guests, are subject to this section and to rules adopted by the Board. The Board may adopt, amend, and repeal rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The Board may remove any vehicle in violation of this section or the rules without liability to the owner or operator of the vehicle.
24. Vehicles that transport inflammatory or explosive cargo are prohibited from the Development at all times. This does not include gas, propane, and other trucks with inflammatory cargo that are in the Development temporarily to deliver supplies.

ACCESSORY STRUCTURES

25. Accessory structures such as dog houses, play structures, gazebos, metal storage sheds, and greenhouses, are permitted as long as they are typical for the Development in terms of type, number, size, location, color, material, and height. Accessory structures may not be located in front yards or in unfenced portions of side yards facing streets. If an accessory structure that is visible from a street or another lot is installed on a lot without the prior written approval of the Architectural Reviewer, the Architectural Reviewer reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to screen it or to remove it.

PLAY STRUCTURES

26. Criteria for the color, materials and placement of play equipment and structures are designed to minimize visual impact of the equipment. Basketball goals must be attached to the residence or mounted on a pole at least twenty (20) feet from a street edge and ten (10) feet from the side lot line. Play equipment and basketball goals are not permitted on cul-de-sacs or on the street edge.
27. Forts, swing sets, etc., are restricted in height and size and must be located in the rear or side yard and not in any easement or setback area. Wood construction is preferred.

POOLS AND SPAS

28. Pools and spas must be enclosed by an approved fence with self-closing and self-latching gates. The pool and/or spa as well as its associated decking, berms and waterfalls must not encroach upon any easement or setback line.

SATELLITE DISHES

29. A satellite dish or antenna can be allowed on a lot if the dish or antenna is inconspicuous. All dishes must be black or gray in color. Prior written consent from the Architectural Control Committee is a prerequisite to the placing of any such items upon any lot.

PETS

30. The HOA may adopt, amend, and repeal the rules below regulating the types, sizes, numbers, locations, and behavior of animals on the Development. All rules below include residents and their children, as well as guests of residents even if only the word "resident" or "residents" is used:
31. Domestic animals may be kept as pets for family pleasure. Domestic animals are defined as:
 - 31.1. Cats and dogs and are limited in number to three maximum in any combination: i.e. three dogs, or three cats, or a two cats and a dog, or two dogs and a cat.
 - 31.2. Fish, in any number. Fish may not be kept in outdoor ponds or pools.
32. Commercial breeding of animals, the operation of a commercial dairy, cat or dog Boarding kennel, veterinary hospital, and the operation of a commercial livery or Boarding stable for horses, or a riding academy is prohibited.

33. The keeping of any other animals such as chickens, turkeys, pigs (this includes Vietnamese pot-bellied pigs), donkeys, mules, hogs, horses, sheep, goats, cattle, llamas, emus, reptiles, deer, wild game, birds, rabbits, and any FFA animal projects is strictly prohibited. This list is meant as a guide and is not a comprehensive list.
34. Domestic animals must be kept in a manner that does not disturb the peaceful enjoyment of residents of other Lots.
35. Domestic pets must be maintained inside the Owner's dwelling, and may be kept in a fenced yard only if they do not disturb the residents of other Lots.
36. Domestic animals must not be allowed to run at large, and must be confined to the Owner's Lot and controlled by a restraint device when not on the Owner's Lot.
37. Domestic animals that are found outside, even if they are on private property, that are not under the control of a responsible adult may be physically removed from the property by the HOA with any costs associated with removal to be billed back to the owner of the animal(s).
38. Residents are responsible for the removal of pet wastes from their Property.
39. Residents must prevent domestic animals from relieving themselves on the Common Areas and the Lots of other Owners and remove the waste immediately if it is deposited.
40. At no time are any domestic animals allowed on the Runway(s) or Taxiway(s).

ON-SITE DISPOSAL OF ENVIRONMENTALLY SENSITIVE SUBSTANCES IS PROHIBITED

41. Disposal on the site of Fair Weather Field subdivision of any substances which may be considered toxic or environmentally sensitive is expressly prohibited. Disposal of any substances which may contaminate the ground water of Fair Weather Field subdivision or the surrounding area is prohibited. These substances include, for example, but are not limited to, paints, solvents, cleaning fluids, paint strippers, insecticides, fuel and oil.

PROHIBITION AGAINST USING THE ASSOCIATION FOR PERSONAL BUSINESS

42. No member will give the name of the HOA in any advertisement or use the address of the HOA in any personal business.

CHILDREN MUST BE UNDER THE SUPERVISION OF AN ADULT.

43. Children under the age of 18 years will only be admitted to or allowed on the premises on the understanding that the resident or guest introducing them is responsible for seeing that they are continuously under the supervision of an adult.

ANTENNA HEIGHT RESTRICTION

44. No wires, antenna aerials or other equipment will be installed upon the exterior of any building or freestanding at a height of more than 30 feet from ground level. Said antennae or equipment will in any event be subject to FAA and FCC regulations concerning obstructions placed in the vicinity of airports.

DRAINAGE

45. No one may interfere with the established drainage on any part of the Development unless an adequate alternate provision has been approved by the Architectural Reviewer or the Board.

OUTSIDE TOILETS OR PRIVIES

46. Outside toilets or privies are prohibited on the Lots, except where required for construction purposes or approved by the HOA or Declarant for short-term use during special events.

YARD ART

47. The HOA is interested in the appearance of all portions of a house lot that are visible from the street or from a neighboring lot, including yards, porches, sidewalks, window sills, and chimneys (hereafter, collectively, the "yard"). Some changes or additions to a yard may defy easy categorization as an improvement, a sign, or landscaping. This section confirms that all aspects of a visible yard are within the purview of the Architectural Reviewer.

WINDOW TREATMENTS

48. All window treatments within the dwelling that are visible from the street or another Lot must be maintained in good condition and must not detract from the appearance of the Development. The Architectural Reviewer may require an owner to change or remove a window treatment that the Architectural Reviewer determines to be inappropriate or unattractive. The Architectural Reviewer may prohibit the use of certain colors or materials for window treatments.

RESUBDIVISION OR CONSOLIDATION OF LOTS

49. No lot will be re-subdivided or consolidated with any another Lot, nor will any dwelling be permitted on any re-subdivided or consolidated lot or building plot, without the approval of the Architectural Control Committee having been first obtained..

LOSS OR DAMAGE TO COMMON AREA

50. The HOA will not undertake any responsibility for loss or damage caused by accidents or negligence to articles of value left on Common Area. All aircraft operating on, and stored on Common Area will do so at the owner's risk.

BUSINESS USE OF PROPERTY

51. A resident may use a dwelling or hangar for business uses such as telecommuting, personal business, and professional pursuits, provided that:
- 51.1. The uses are incidental to the primary use of the dwelling as a residence.
 - 51.2. The uses conform to applicable governmental ordinances.
 - 51.3. The uses do not entail visits to the Lot by employees or the public in quantities that materially increase the number of vehicles parked on the street.
 - 51.4. The uses do not interfere with the residential use and enjoyment of neighboring Lots by other Residents.
 - 51.5. No signs for business use may be posted on the property, or outside of any building or inside building windows on the property.
52. No professional, business, commercial activity, activity engaged to raise funds will be conducted on said premises, Specifically excluded from this provision is the right to have one (1) "garage" sale annually per residence and the right of an Owner to lease his hangar and/or home.
53. Lots determined to be Commercial by the Declarant are exempt from these restrictions.

LANDSCAPING

54. No person may perform landscaping, planting, or gardening on the Common Area without the Board's prior written authorization.
55. Landscaping, bushes, trees, or other plantings are restricted in building setback areas next to the taxiway(s) and may be required to be trimmed or required to be removed if they interfere with airplane operations.

COMPLETION OF DEVELOPMENT

56. The completion of the work of developing all lots included within the properties and the sale, rental, or other disposal of Lots is essential to the establishment and welfare of the properties as an ongoing 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 will be understood or construed to prevent the Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of the Declarant or the Declarant's transferees from:
- 56.1. Going on any part or parts of the property owned or controlled by the Declarant or the Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.
 - 56.2. Constructing or maintaining on any part or parts of the property owned or controlled by the Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work.
 - 56.3. Conducting on any part or parts of the property owned or controlled by the Declarant, Declarant's transferees, or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and disposing of the Lots by sale, lease, or otherwise, or
 - 56.4. Maintaining such sign or signs 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.

DECLARANT PRIVILEGES

57. Declarant has reserved a number of rights and privileges to use the Development in ways that are not available to other owners and residents. Declarant's exercise of a right during the Development Period that appears to violate a rule or use restriction of this Article does not constitute waiver or abandonment of the restriction by the HOA as applied to Owners other than the Declarant.

RUNWAY AND TAXIWAYS

58. The Board will have the right to control the use of the runways and taxiways and may prohibit and block the use of the runways or taxiways by any aircraft deemed unsafe to either the life or health of individuals or the condition and maintenance of the field by virtue of its size, design or state of repair.
59. The Board may also prohibit or block the use of runways and taxiways by Owners who are delinquent in paying annual assessments until those assessments are paid.
60. The Board may not use this section to put a runway or taxiways into permanent disuse.

- 60.1. Owners must receive at least thirty (14) days notice of any runway being put into disuse for repair. This notification does not include notification for damage caused to runways and taxiways caused by natural disasters such as a hurricane, tornados, flooding, or other acts of God which may require immediate action to prohibit usage for safety reasons.
- 60.2. Taxiways and runways must be repaired to serviceable use within thirty (30) days of any actions by the Board or the HOA to prohibit the use of the runway or taxiways for repairs. .

ARTICLE ELEVEN: ENFORCEMENT OF DECLARATION AND BYLAWS

NOTICE AND HEARING

- 1 Before the HOA may exercise certain of its remedies for a violation of this Declaration and Bylaws, hereafter called Governing Documents, or damage to the Property, the HOA must give an owner written notice and an opportunity for a hearing, according to the requirements and procedures in the Bylaws and in applicable law, such as Chapter 209 of the Texas Property Code. Notices are also required before an owner is liable to the HOA for certain charges, including reimbursement of attorneys' fees incurred by the HOA.

REMEDIES

- 2 The remedies provided in this Article for breach of the Governing Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Governing Documents and by law, the HOA has the following right to enforce the Governing Documents, subject to applicable notice and hearing requirements (if any):
- 2.1 The result of every act or omission that violates any provision of the Governing Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.
 - 2.2 The HOA may levy reasonable charges, as an individual assessment, against an Owner and his Lot if the Owner or resident, or the Owner or resident's family, guests, employees, agents, or contractors violate a provision of the Governing Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the owner's obligations under the Governing Documents.
 - 2.3 The HOA may suspend the right of owners and residents to use common areas for any period during which the Owner or resident, or the Owner or resident's family, guests, employees, agents, or contractors violate the Governing Documents. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Governing Documents.
 - 2.4 The HOA has the right to enter any part of the Property, including lots, to abate or remove, using force as may reasonably be necessary, any improvement, thing, animal, person, vehicle, or condition that violates the Governing Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the lot and owner as an individual assessment. The Board will make reasonable efforts to give the violating owner prior notice of its intent to exercise self-help. The notice may be given in any manner likely to be received by the owner. Prior notice is not required (1) in the case of emergencies, (2) to remove violative signs, (3) to remove violative debris, or (4) to remove any other violative item or to abate any other violative condition that is easily removed or abated and that is considered a nuisance, dangerous, or an eyesore to the neighborhood.
 - 2.5 Failure to comply with the Governing Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the HOA will give the defaulting party reasonable notice and an opportunity to cure the violation.
- 3 The Board may use its sole discretion in determining whether to pursue a violation of the Governing Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances:
- 3.1 The HOA's position is not sufficiently strong to justify taking any or further action.
 - 3.2 The provision being enforced is or may be construed as inconsistent with applicable law;
 - 3.3 Although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the HOA's resources; or
 - 3.4 That enforcement is not in the HOA's best interests, based on hardship, expense, or other reasonable criteria.
- 4 The costs of curing or abating a violation are at the expense of the owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Governing Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Governing Documents or the restraint of violations of the Governing Documents, the prevailing party is entitled to recover from the nonprevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

ARTICLE TWELVE: INSURANCE

- 1 All insurance affecting the Property is governed by the provisions of this Article, with which the Board will make every reasonable effort to comply. The cost of insurance coverage and bonds maintained by the HOA is an expense of the HOA. Insurance policies and bonds obtained and maintained by the HOA must be issued by responsible insurance companies authorized to do business in the State of Texas. The HOA must be the named as the insured on all policies obtained by the HOA. Each owner irrevocably appoints the HOA, acting through its Board, as his trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the HOA. Additionally:

- 1.1 Each insurance policy maintained by the HOA should contain a provision requiring the insurer to give at least ten (10) days' prior written notice to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.
 - 1.2 An insurance policy obtained by the HOA may contain a reasonable deductible, which will be paid by the party who would be liable for the loss or repair in the absence of insurance. If a loss is due wholly or partly to an act or omission of an owner or resident or their invitees, the owner must reimburse the HOA for the amount of the deductible that is attributable to the act or omission.
- 2 To the extent it is reasonably available, the HOA will obtain:
- 2.1 Property and fire insurance for insurable common area improvements.
 - 2.2 Commercial general liability insurance policy over the Common Areas - expressly excluding the liability of each owner and resident within his Lot - for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Areas. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the HOA or other owners.
 - 2.3 Directors' and officers' liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the Board deems advisable to insure the HOA's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.
 - 2.4 Insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the HOA, including but not limited to worker's compensation insurance, fidelity coverage, and any insurance and bond requested and required by an Underwriting Lender for planned unit developments as long as an Underwriting Lender is a mortgagee or an owner.

ARTICLE THIRTEEN: DISPUTE RESOLUTION

INTRODUCTION AND DEFINITIONS

1. The HOA, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and Lots and to avoid the emotional and financial costs of litigation if at all possible unless immediate action is required to preserve the rights of the HOA. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings.
 - 1.1. **Claim**" means any claim, grievance, or dispute between Parties involving the Properties, except: Exempt Claims as defined below, and including without limitation:
 - 1.1.1. Claims arising out of or relating to the interpretation, application, or enforcement of the Governing Documents.
 - 1.1.2. Claims relating to the rights and/or duties of Declarant as Declarant under the Governing Documents.
 - 1.1.3. Claims relating to the design, construction, or maintenance of the Property.
 - 1.2. **Claimant**" means any Party having a Claim against any other Party.
 - 1.3. **Exempt Claims**" means the following claims or actions, which are exempt from this Article:
 - 1.3.1. The HOA's claim for assessments and any action by the HOA to collect assessments.
 - 1.3.2. An action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration.
 - 1.3.3. Enforcement of the easements, architectural control, maintenance, and use restrictions of this Declaration.
 - 1.3.4. A suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.
 - 1.4. **Respondent**" means the Party against whom the Claimant has a Claim.

ALL CLAIMANTS MUST COMPLY WITH THE PROCEDURES IN THIS ARTICLE BEFORE FILING SUIT

2. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

NOTICE

3. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely:
 - 3.1. The nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim.
 - 3.2. The basis of the Claim (i.e., the provision of the Governing Documents or other authority out of which the Claim arises).
 - 3.3. A statement of what the Claimant wants the Respondent to do or not do to resolve the Claim.
 - 3.4. A statement that the Notice is given pursuant to this Section.

NEGOTIATION

4. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. At such

meeting or at some other mutually agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

MEDIATION

5. If the parties negotiate but do not resolve the Claim through negotiation within one hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the thirty (30) day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

TERMINATION OF MEDIATION

6. If the Parties do not settle the Claim within thirty (30) days after submission to mediation or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

RESPONSIBILITY FOR COSTS

7. Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorneys fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

ENFORCEMENT OF RESOLUTION

8. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorneys fees and court costs.

GENERAL PROVISIONS

9. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim. A Party having an Exempt Claim may submit it to the procedures of this Article.

LITIGATION APPROVAL

10. To encourage the use of alternate dispute resolution and discourage the use of costly and uncertain litigation, the initiation of any judicial or administrative proceeding by the HOA is subject to the following conditions in addition to and notwithstanding the above alternate dispute resolution procedures. Each owner, by accepting an interest in or title to a lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by this Section.

FUNDING LITIGATION

11. The HOA may not initiate any judicial or administrative proceeding without the prior approval of Owners of at least a majority of the lots, except that no such approval is required:
 - 11.1. To enforce provisions of this Declaration, including collection of assessments and fines,
 - 11.2. To challenge condemnation proceedings,
 - 11.3. To enforce a contract against a contractor, vendor, or supplier of goods or services to the HOA,
 - 11.4. To defend claims filed against the HOA or to assert counterclaims in a proceedings instituted against the HOA, or
 - 11.5. To obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of Owners in order to preserve the status quo.
 - 11.6. The HOA may use its annual operating income, reserve funds, or savings for sections 11.1-11.5.

SOURCES OF FUNDING FOR LITIGATION

12. Except in the case of a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to levy a special assessment, the HOA must levy a special assessment to fund the estimated costs of litigation prior to initiating a judicial or administrative proceeding not covered by the litigation savings account. The HOA may not use its annual operating income, reserve funds, or savings other than that in the litigation savings account to fund this type of litigation.

SETTLEMENT

13. The Declarant, during the Declarant Control Period, and the Board thereafter, on behalf of the HOA and without the consent of owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims.

CONSTRUCTION-RELATED DISPUTES

14. In addition to the above procedures, a claim relating to an alleged construction defect may be governed by Texas statutes relating to residential construction, such as, the Residential Construction Liability Act.
15. Before filing any construction-related disputes, any Texas laws must be researched and followed.

ARTICLE FOURTEEN: GENERAL PROVISIONS

ENFORCEMENT

1. The HOA or the Declarant or any Owner, will 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 the Governing Documents. Failure by the HOA or the Declarant or by any Owner to enforce any covenant or restriction herein contained will in no event be deemed a waiver of the right to do so thereafter. No officer, director, or member of the HOA is liable to any owner for the failure to enforce any of the Governing Documents at any time.
2. The Declaration and Bylaws are subordinate to federal and state law, and local ordinances. Generally, the terms of the Declaration and Bylaws are enforceable to the extent they do not violate or conflict with local, state, or federal law or ordinance. In the event of a conflict between the Declaration and Bylaws, the hierarchy of authority is as follows: this Declaration (highest), HOA's Articles of HOA, Bylaws, and the Rules (lowest).

RELIEF OF DECLARANT AND HOA FROM TRESPASS TO ENFORCE

2. If enforcement of deed restrictions requires that the Declarant, HOA or assignees must enter on to an Owner's Lot to correct or remove deed restriction violations, the Declarant and the HOA and their assignees will not be liable, and are expressly relieved from any liability for trespass or other tort in connection with, or arising from such action.

HEADINGS OF SECTIONS

3. The headings as to the contents of particular sections are inserted only as a matter of convenience and for reference and in no way limit the scope or intent of that particular paragraph to which they refer.

ATTORNEY'S FEES

4. In any suit instigated to enforce rights hereunder, Owners will pay the HOA's or Declarant's or another Owner's reasonable attorney's fees should the court having jurisdiction of such suit grant all of part of the relief requested.

CHOICE OF LAW

5. This Declaration will be construed under the laws of the state of Texas without regard to choice of law rules of any other jurisdiction. Venue is in Waller County in which the Property is located.

NOTICES

6. All demands or other notices required to be sent to an owner or resident by the terms of this Declaration may be sent by electronic, ordinary, or certified mail, postage prepaid, to the party's last known address as it appears on the records of the HOA on the date the notice is issued. If an owner fails to give the HOA an address for sending notices, all notices may be sent to the owner's lot, and the owner is deemed to have been given notice whether or not he actually receives it.

CHANGING TECHNOLOGY

7. This Declaration has been drafted at the end of an era that uses ink on paper to communicate, to give notice, and to memorialize decisions. The next era of communications may be paperless, relying on electronic communications for many activities that are customarily papered on the date of this Declaration. As technology changes, the terms of the Declaration that pertain to communications, notices, and documentation of decisions may be interpreted and applied in ways that are consistent with and customary for the then current technology for standard business practices, without the necessity of amending the Declaration.

LIBERAL CONSTRUCTION

- 8 The terms and provision of each Declaration are to be liberally construed to give effect to the purposes and intent of the Declaration. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to give effect to Declarant's intent to protect Declarant's interests in the Property, and second in favor of the operation of the HOA and its enforcement of the Governing Documents, regardless which party seeks enforcement.

THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

- 9 In the event of any clause, subdivision, term, provision or part of this Declaration being adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provision or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration, and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable will remain in full force and effect, and each and all of the paragraphs, subdivisions, terms, provisions or parts of this Declaration are hereby declared to be severable and independent of each other.

WORDING OF PLURAL AND GENDER

- 10 Words importing the singular number in this document also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations, and vice versa, where the context so requires.

COVENANTS AND RESTRICTIONS OF THIS DECLARATION RUN WITH AND BIND THE PROPERTY

- 11 The covenant and restrictions of this Declaration will run with and bind the land.

AMENDMENTS DURING THE DEVELOPMENT PERIOD

- 12 Declarant has an exclusive right to unilaterally amend and make additions to this Declaration during the Development Period.
- 13 An amendment that may be executed by Declarant alone is not required to name the HOA or to be signed by an officer of the HOA.
- 14 No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument.
- 15 This Section may not be amended without Declarant's written and acknowledged consent.

AMENDMENTS AFTER THE DEVELOPMENT PERIOD ENDS

- 16 After the Declarant Control Period ends, this Declaration may be amended by an instrument signed by greater than or equal to fifty-one percent (>=51%) of the Lot Owners with two exceptions:
- 16.1 Any amendment to permanently close the Runway(s) and/or Taxiway(s) for aircraft use is only effective if approved by one hundred percent (100%) of the Lot Owners.
- 16.2 Also, any amendment to change the roads from private to public is only effective if approved by ninety percent (90%) of the Lot Owners.

AMENDMENTS MUST BE RECORDED WITH WALLER COUNTY

- 17 Any amendment, whether made during or after the Development Period must be recorded with Waller County to be effective.
- 18 Copies of any amendments or additions made by the Declarant during the Development Period or by the HOA thereafter must be sent to all Owners within thirty (30) days of filing.

TRANSFER OF A LOT

- 19 Transfer of a Lot automatically transfers membership in the HOA and all rights of the transferee with respect to the Common Areas and facilities to which ownership of such Lot relates.

ASSIGNMENT OF POWERS

- 20 Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed or assigned to another corporation, co-partnership or individual and upon such corporation, co-partnership or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers, it will, to the extent of such deed, conveyance or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein and thereupon Declarant will be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance or assignment.
- 21 In the event Declarant will convey all of its right, title and interest in and to the real property described hereof and will assign all of its rights, powers and privileges under this Declaration to another corporation, co-partnership or individual and such assignee should, by instrument in writing duly executed, acknowledged and recorded in the Office of the Clerk in and for Waller County, Texas, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event the Declarant will be relieved of the performance of any further duties or obligations hereunder, and such other corporation, co-partnership or individual will succeed to all of the rights, powers, reservations, obligations and duties as though such other party had originally been named as Declarant instead of Declarant.

APPLICABLE LAW

15. "**Applicable Law**" means the statutes and public laws and ordinances in effect at the time a provision of the Declaration of Covenants, Conditions, and Restrictions for this Development is applied, and pertaining to the subject matter of the provision. Statutes and ordinances specifically referenced in the Declaration are "Applicable Law" on the date of the Declaration, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

IN WITNESS WHEREOF, Aviation Estates LLC, being the Declarant herein, has caused this instrument to be executed this ____ day of _____, 2011



Amendments to Declaration of Covenants, Conditions, and Restrictions for Fair Weather Field Development

The following items are addendums/changes/corrections to the original deed restrictions for the Fair Weather Field Development that were filed on or about 05/02/2013 in Waller County entitled: "Declaration of Covenants, Conditions, and Restrictions for Fair Weather Field Development":

Addendum: Deed Restrictions for Light Commercial Tract

Tract 1, Bonanza PI is subject to all of the current and all future deed restrictions outlined for the all of the other lots in the Fair Weather Field Development that were filed on or about 05/02/2013 in Waller County entitled: "Declaration of Covenants, Conditions, and Restrictions for Fair Weather Field Development" with the exceptions below.

Exceptions from

The Owner of Tract 1, Bonanza PI has an exception from the Section entitled "Business Use of Property":

1. Is permitted to sell aviation fuel. Owner is responsible for following all applicable local, state, and federal regulations for the sale of aviation gas.
2. May erect and run a "Fixed Base Operation" (F.B.O.) for airplanes and airplane owners.
3. May erect and run an aviation repair and/or avionics business.
4. May run other aviation-related businesses on approval of the HOA.

Owner has an exception from the Signs and Flagpole section of the Deed Restrictions in that:

1. Owner may erect a sign or signs advertising the sale of fuel, the FBO, and any other approved aviation-related businesses.
2. All signs erected require the approval of the Architectural Control Committee.

Addendum: Deed Restrictions for Additional Type of Road

Taxi-Road:

1. Definition: A taxi-road is defined as a road that can be used by both airplanes and vehicular traffic.
 - 1.1 Location: The taxi-road is a modification to the Bonanza Place road that runs in front of the following addresses and corresponding tracts designated on the Fair Weather field plat on file with Waller County:
 - 1.2 12229 Bonanza PI (Tract 1)
 - 1.3 12219 Bonanza PI (Tract 2)
 - 1.4 12209 Bonanza PI (Tract 3)
 - 1.5 12199 Bonanza PI (Tract 4)
 - 1.6 12189 Bonanza PI (Tract 5)
 2. Purpose: to allow ingress/egress of airplanes from future development on the current area on the Fair Weather Field plat designated as Reserve A.
 3. Signage: At the time that Reserve A is developed, additional signage will be added by the Developer to the taxi-road to warn vehicular and aviation traffic of co-existence of use on this portion of Bonanza Place.
 4. Rights of aviation traffic: All vehicular and pedestrian traffic should cede right of way to ingressing/egressing aircraft.

Addendum: Change of name for the Fair Weather Field Homeowners Association

1. The name of the Fair Weather Field Homeowners Association is changed to "TX42 Homeowners Association" and it is filed with the Secretary of the State of Texas. The Board of the HOA has approved this change.
2. Background for name change per Declaration of Covenants, Conditions, and Restrictions for Fair Weather Field Development Article Six: Association Operations under the Section entitled "HOA is subject to Texas Business Organizations Code and Definition of Governing Document: "A name is not the defining feature of the HOA. Although the initial name of the HOA is Fair Weather Field Homeowners Association, the HOA may operate under any name that is approved by the Board and (1) registered by the Board with the County Clerk of Waller County, Texas, as an assumed name, or (2) filed by the Board with the Secretary of State as the name of the filing entity."

Change to Commencement and Collection of Annual Assessments

7. Original: In all subsequent years, the annual assessment will be due June 1. The Board of Directors will 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.

7. Change: Starting in 2018, the annual assessment will be due March 1. The Board of Directors will 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.

Change to Declarant responsibility for HOA expenses

Original 12.5: Declarant is responsible for the difference between the HOA's actual operating expenses and the annual assessments received from owners other than Declarant, and will provide any additional funds necessary to pay actual cash outlays of the HOA. On termination of the Declarant Control Period, Declarant will cease being responsible for the difference between the HOA's operating expenses and the assessments received from owners other than Declarant.

Change to 12.5: Declarant is no longer responsible for the difference between the HOA's actual operating expenses and the annual assessments received from the owners and will no longer pay any additional funds necessary to pay actual cash outlays of the HOA during both the Declarant Control and Development Periods. The HOA is responsible for all operating expenses. The Declarant Control Period is still in effective as of this filing 03/06/2017.

Correction: "Amendments After The Development Period Ends"

In the original Deed Restrictions, the section below should read "Development Period" and not "Declarant Control Period":

Original wording:

- 2 After the **Declarant Control Period** ends, this Declaration may be amended by an instrument signed by greater than or equal to fifty-one percent ($\geq 51\%$) of the Lot Owners with two exceptions:
 - 2.1 Any amendment to permanently close the Runway(s) and/or Taxiway(s) for aircraft use is only effective if approved by one hundred percent (100%) of the Lot Owners.
 - 2.2 Also, any amendment to change the roads from private to public is only effective if approved by ninety percent (90%) of the Lot Owners.

Corrected wording:

- 2 After the **Development Period** ends, this Declaration may be amended by an instrument signed by greater than or equal to fifty-one percent ($\geq 51\%$) of the Lot Owners with two exceptions:
 - 2.1 Any amendment to permanently close the Runway(s) and/or Taxiway(s) for aircraft use is only effective if approved by one hundred percent (100%) of the Lot Owners.
 - 2.2 Also, any amendment to change the roads from private to public is only effective if approved by ninety percent (90%) of the Lot Owners.

Addendum: General Building Requirements:

15. Addendum to section "On Hangar and separate residence Lots:"

- 15.8. Addendum: All residences must be built on a concrete slab. No residence may be erected on concrete blocks.

Addendum: Before Building

Before any building is done whether it is a new hangar or home or building/changes are done to the inside of an existing hangar or home, the following requirements must be met:

21. A \$500 road and ditch repair retainer payable to the HOA will be required.
 - 21.1. The reason for the retainer is that heavy construction trucks have caused considerable damage to the roads in the past.
 - 21.2. The ACC will inspect the roads and ditches before and after construction and will use the money to repair any damage caused.
 - 21.3. Any part of the retainer not used will be returned to the lot owner.
 - 21.4. If road and ditch repairs cost more than the retainer, then the lot owner will be billed for the difference. The difference must be paid immediately.
 - 21.5. The building will not be considered complete until all Common Area roads are repaired to original condition and Common Area ditches are leveled and drain freely with no standing water.
22. Construction of an all-weather road from the road to your construction site is required before building can commence.
23. A portable rest room facility is required for construction crews.
 - 23.1. Portable rest room facilities must be removed from the property immediately when construction crews are done.
 - 23.2. If portable rest room facilities are required for continuing inside construction, then any outdoor toilets must be placed inside the hangar or home once the walls are up.

Addendum: DURING BUILDING

24. Responsibilities of construction crews:
 - 24.1. Construction crews may NOT use the runway or taxiway as an entrance to your building site at any time.
 - 24.2. If builders ignore this and drive on the runway or taxiway anyway, the owner of the lot where the construction is done is responsible for repairing damage done to the runways and taxiways immediately.

- 24.3. Leftover redi-mix or concrete for pads and slabs shall be removed from Fair Weather Field Development unless it is dumped on the construction lot.
 - 24.3.1. This includes washing of the concrete trucks' troughs.
 - 24.3.2. Leftovers may not be dumped on the Common Area roads, i.e Fair Weather Field Dr, Bonanza Pl, Cessna Pl, or lots or other property that does not belong to the owner of the lot where the construction is being done.
- 24.4. Contractors/owners shall insure that equipment used on the building site is not parked in any manner that impedes traffic and drainage (including overnight parking).
 - 24.4.1. The building site should be maintained in a neat and orderly manner consistent with the its surroundings.
 - 24.4.2. Heavy equipment no longer needed for the completion of the work shall be removed.
 - 24.4.3. Trash must be collected and cleaned from lot daily during the building process.
 - 24.4.3.1. Do not assume that your builder and his crew will clean up after themselves.
 - 24.4.3.2. The owner of the lot is responsible for keeping the lot clean during construction if the construction crews do not clean the lot.

Addendum: COMPLETION OF BUILDING

- 25. Buildings are deemed complete when:
- 26. Hangar:
 - 26.1. Sheet metal is complete on outside of hangar and roof is installed. No structural framework is visible from the outside of the hangar.
 - 26.2. Installation of hangar doors and people/walk-in door(s) is complete.
 - 26.3. Ramp to runway is complete.
 - 26.4. Well and septic system or alternate method of well and septic that does not involve using the next-door neighbor's facilities are completed.
- 27. Home:
 - 27.1. Walls are complete. No structural framework is visible from the outside of the home.
 - 27.2. Roof is complete.
 - 27.3. Installation of people/walk-in door(s) is complete.
 - 27.4. All windows are installed.
 - 27.5. Garage is complete and garage door(s) are installed.
 - 27.6. Well and septic are installed.
- 28. General for both hangars and homes
 - 28.1. All weather road is complete.
 - 28.2. Any outside structures including fences are complete.
 - 28.3. No dirt or sand piles are left. All dirt and sand piles are smoothed down.
 - 28.4. All ditches that service the Common Areas are smooth and graded for maximum drainage.
- 29. The ACC has given the lot owner a certificate of completion that states that the all of the above is complete and that any other requirements in the original ACC approval were met.

Signed:



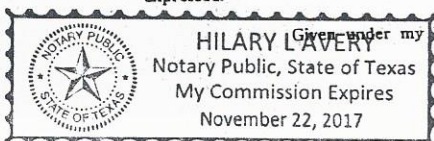
IN WITNESS WHEREOF, Aviation Estates LLC, being the Declarant herein, has caused this instrument to be executed this 6th day of March, 2017 and recorded in the records of Waller County.

THE STATE OF TEXAS }
COUNTY OF Waller

BEFORE ME, Hilary Avey

_____, in and for said County and State, on
this day personally appeared Leonard Fifth

_____, known to me to be the person _____ whose name _____ subscribed to
the foregoing instrument, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein
expressed.



Given under my hand and seal of office, this 6th day of March, 2017
Hilary Avey

FILED AND RECORDED

Instrument Number: 1701665

Filing and Recording Date: 03/06/2017 02:49:38 PM Pages: 4 Recording Fee: \$24.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in black ink that reads "Debbie Hollan". The signature is written in a cursive style.

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Kim Imhoff, Deputy

Returned To:
LEONARD FIRTH



Amendments to Declaration of Covenants, Conditions, and Restrictions for Fair Weather Field Development

The following items are addendums/changes/corrections to the original deed restrictions for the Fair Weather Field Development that were filed on or about 05/02/2013 in Waller County entitled: "Declaration of Covenants, Conditions, and Restrictions for Fair Weather Field Development":

Addendum: General Building Requirements

13d. The location of the well and septic system must be approved by the Architectural Control Committee. Plat plan showing the requested location must be submitted and approved. All water wells must be pressure cemented in order to meet the 50 ft septic clearance requirements of Waller County.

Addendum: Prohibition of Construction, Alteration, and Improvement Without Consent

6a. Locations for the water well and septic system are included in the list of items for must be approved by the Architectural Control Committee.

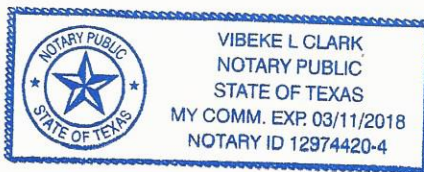
Signed:

LEONARD F. FIFTH

IN WITNESS THEREOF, Aviation Estates, LTD being the Declarant herein, has caused this instrument to be executed the

31st day of May, 2017 and recorded in the records of Waller County.

Vibeke L Clark



FILED AND RECORDED

Instrument Number: 1704084

Filing and Recording Date: 05/31/2017 01:35:50 PM Pages: 2 Recording Fee: \$16.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



Debbie Hollan

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Kim Imhoff, Deputy

Returned To:
LEONARD FIRTH