

**FIRST AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SKINNER ROAD AIRPORT COMMUNITY ASSOCIATION, INC.**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT, WHEREAS, the Covenants, Conditions and Restrictions for Skinner Road Airport Community Association, Inc., dated January, 2000 and recorded in the Real Property Records of Harris County, Texas under Clerks File No. U177465 (the “Declaration”), previously constituted the Declaration of Covenants, Conditions and Restrictions for Skinner Road Airport Community Association, Inc. (the “Association”), an aviation-oriented community in Harris County, Texas, consisting of the Dry Creek Airport Community as described in Exhibit “A”, attached hereto; and

WHEREAS, the Declaration is a codification of those six (6) Restrictive Covenants (the “Original Restrictive Covenants”) for the six (6) Phases of the Association that constitute an unrecorded highly restricted residential subdivision known as Dry Creek Airport Community in Harris County, Texas, according to the Agreed Final Judgment entered on April 29, 1993 in Cause No. 91-27378, in the 125th Judicial District Court of Harris County Texas (attached hereto as Exhibit “C”), which said Judgment provided that all restrictions recorded for each Phase were to apply to all the Properties in the six (6) Phases of Dry Creek Airport Community, including the Hangar Condominiums in Phase III (3); and

WHEREAS, the Original Restrictive Covenants were filed for Phase I under Clerk’s File No. E647445 with Amendment under Clerk’s File No. F631289, for Phase II under Clerk’s File No. F179857, for Phase III under Clerk’s File No. G149589 with Amendment under Clerk’s File No. H047298, for Phase IV under Clerk’s File No. N248454 with Amendment under Clerk’s File No. N272356, for Phase V under Clerk’s File No. H416454 with Amendment under Clerk’s File No. H485014, for Phase VI under Clerk’s File No. N822221, of the Real Property Records of Harris County, Texas; and

WHEREAS, Phase VI was subsequently sold and is no longer a part of the Community and is not restricted within the jurisdiction and control of the Association; and

WHEREAS, the Declaration additionally restricted that certain 10 acres in the northeast section of the Community (the “Additional Property”), conveyed to the Association by deed recorded under Clerk’s File No. T137088, in the Real Property Records of Harris County, Texas, said Additional Property being a part of that property described in Exhibit “A”, attached hereto; and

WHEREAS, the 748 foot south portion of runway is not currently owned by the Association, but is the subject of a mutual right of way lease agreement, recorded in the Real Property Records of Harris County, Texas under Clerk’s File No. G233331, between the owner of the south portion of the runway and the Association, covering the property described in Exhibit “F”, attached hereto, and allowing Owners to use the south portion of the runway; and

WHEREAS, the Skinner Road Airport Community Association, Inc., has the sole right to operate, maintain and control the Dry Creek Airport Community according to the Summary Judgment entered on February 14, 1997, in Cause No. 94-47237, in the 334th Judicial District Court of Harris County, Texas (attached hereto as Exhibit “**D**”) and pursuant to said Summary Judgment, the Association operates said Community under the name and jurisdiction of the Skinner Road Airport Community Association, Inc.; and

WHEREAS, the Owners of the Lots constituting the Dry Creek Airport Community, desire to amend the provisions of the Declaration for the Association as hereinafter set forth; and

WHEREAS, pursuant to Texas Property Code § 204.005, a petition was circulated and approved by the Owners of at least 75% of the Lots constituting the Community, as shown by the signatures attached hereto as Exhibit “**B**”;

NOW THEREFORE, pursuant to the above recitals, the Owners within the Skinner Road Airport Community Association, Inc. (hereinafter “SRACA”) hereby delete the provisions of the Declaration and the Original Restrictive Covenants for the original six (6) Phases of the Association, and replace them in their entirety by adopting, establishing, and imposing upon the Community the following restrictions to supersede all prior restrictive covenants and declarations, as follows:

DEFINITIONS

- a) “Association” shall mean and refer to the Skinner Road Airport Community Association, Inc., a Texas non-profit corporation (sometimes referred to herein as “SRACA”).
- b) “ACC” and “Architectural Control Committee” shall mean and refer to the Architectural Control Committee for SRACA described in Article III hereof.
- c) “Board of Directors” and “Board” shall mean and refer to the Board of Directors for SRACA, as elected pursuant to its Bylaws.
- d) “Common Area(s)” shall mean and refer to the real property owned and operated by the Association for the common use and benefit of the Owners, as described in Exhibit “**E**” attached hereto.
- e) “Community” and “Subdivision” shall mean and refer to that property described in Exhibit “A” and also known as the Dry Creek Airport Community, which is all subject to the jurisdiction of SRACA and the provisions of this Declaration; as well as any additional property brought within the jurisdiction of the Association by annexation, acquisition or otherwise.
- f) “Dry Creek Airport Community” shall mean and refer to the residential subdivision made subject of this First Amended Declaration and under the jurisdiction and control of SRACA.
- g) “Lot(s)” shall mean and refer to those parcels of land that constitute the Community and are not Common Areas, adjoining tracts owned by the same Owner shall be considered one Lot,

one condominium unit and its percentage ownership in the common elements and each stand-alone hangar shall constitute a Lot.

- h) "Owner(s)" shall mean and refer to any person(s), firm, corporation, or other entity or combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.
- i) "Residence" and "Residential Dwelling" shall mean and refer to a single family home consisting of one building designed for and containing facilities for living, sleeping, cooking and eating therein and the appurtenant structures constructed on the Lot in connection with the single family home.
- j) "SRACA" and "Skinner Road Airport Community Association, Inc." shall mean and refer to the governing entity for the Community, which has full jurisdiction over the property described in Exhibit "A" and made the subject of this Amendment.

ARTICLE I
PURPOSE OF ASSOCIATION

1. The community, as initially planned, is intended to be an upscale residential development that is planned to feature residential uses as well as personal aviation uses. This Declaration shall serve as the means by which the design, maintenance and use of the property constituting the Community will be established.

ARTICLE II
USE RESTRICTIONS

2.1 All Lots, parcels and property within SRACA shall be used exclusively for single family residential purposes only, except that private aircraft uses shall be allowed according to the provisions of this Declaration as well as the Airport User Agreement. The term "Single Family" as used herein shall refer not only to the architectural design of the Residential Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined herein. With regard to the architectural design of a Residential Dwelling, Single Family shall mean the use of, and improvement to, a Lot with no more than one main building designed for and containing facilities for living, sleeping, cooking and eating therein. No multifamily dwellings may be constructed on any Lot within the community, nor shall any Lot be used as a boarding house. It is permitted for tenants to lease a Residential Dwelling in the Community, so long as tenants are leasing the entire land and improvements constituting the Residential Dwelling. Aviation related leasing and renting shall be governed by the business use restrictions herein.

2.2 No Lot shall be occupied by more than one Single Family. Single Family as it relates to the number and character of the inhabitants is intended to have the most commonly accepted meaning as determined by the Board of Directors, although the inhabitants need not be related or married to comply with the definition of a Single Family. It is not the intent of this provision to exclude domestic workers, such as a maid or nanny, from any Lot or to exclude any individual who is authorized to remain on any Lot pursuant to local, state or federal law. Local and state

law provide acceptable standards for the number of individuals that may occupy a residence of a certain size, those laws should be used as guidance in determining what constitutes a single family. If it is found that this definition violates any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

2.3 There shall be no more than one Residential Dwelling per one (1) acre tract or 3/4 acre tract on the east side of the runway in the Community. No Residential Dwelling shall be constructed or maintained upon any of the parcels or parts thereof as hereinafter designated unless such Residential Dwelling shall contain the following minimum square feet of living space exclusive of breezeway, garage, porch or bay windows;

- (a) One story building:
twenty-two hundred (2200) square feet;
- (b) Two story building:
First floor – one thousand four hundred (1400) square feet;
Second floor – eight hundred (800) square feet;
or a combined total of twenty-two hundred (2200) square feet.

ARTICLE III **ARCHITECTURAL CONTROL**

3.1 Architectural Control Committee There is hereby established an Architectural Control Committee (the “ACC”) consisting of three (3) persons who are to be selected annually by the Board of Directors of Skinner Road Airport Community Association, Inc. The Board, at its discretion and under such terms and conditions it may establish, shall have the authority to vest the powers of said architectural committee in any improvement association which may hereafter be formed whose voting membership is made up of Owners of parcels under the jurisdiction of the Association.

3.2 Submission of Plans No buildings, additions, modifications, or improvements shall be erected, placed, or performed on any Lot or parcel within SRACA until the construction plans and specifications, including, but not limited to, the site plan, design development plan, and exterior plan have been submitted in duplicate to and approved by the ACC as hereinafter provided. The ACC or Board of Directors may, at their sole discretion, retain and/or delegate review of plans and specifications to a licensed architect or other such person or firm as may be designated by the Board of Directors, experienced or qualified to review same, who may then render an opinion to the ACC or Board of Directors. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the structural design or engineering of the improvements or the ultimate construction thereof. In the event the ACC fails to approve or disapprove such plans and specifications within sixty (60) days after the receipt thereof, they shall be deemed to be approved. The ACC or its assignee, at its sole discretion and to the extent wherein not expressly prohibited by this Declaration and any Amended or Supplemental Declaration, is hereby permitted to approve in writing deviations from the

provisions of this Declaration where, in its judgment, such deviations will result in a more common beneficial use and enhance the overall value of the properties within the Community. The approval of any such deviation shall not obligate the ACC to approve a similar deviation at a later time.

3.3 Building Guidelines The ACC shall have the authority to promulgate Building Guidelines for SRACA to be followed by Owners in constructing, modifying or improving any improvements within the Community. Any such Building Guidelines shall be filed of record and sent to all of the Owners within the Community under the authority of this Declaration.

3.4 Enforcement The ACC shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements to any Lot or parcel within the Community, where such actions have not first been submitted, reviewed and approved, and/or constitute a violation of the Declaration, the Building Guidelines or any other documents promulgated by the ACC. The violating Owner shall remove such violating improvements or site work at its sole expense and without delay, returning same to its original condition or bringing the Lot or parcel into compliance with this Declaration, ACC documents, and any plans and specifications approved by the ACC for construction on that Lot or parcel. If an Owner proceeds with construction that is not approved by the ACC, or that is a variance from the approved plans, the Board of Directors may terminate the violating Owner's Airport User Agreement and their rights and privileges related to the use of the airport and its runway and facilities. Additionally, SRACA shall have the right, but not the obligation, to institute any legal proceeding, including application for an injunction, to enforce this Declaration, any ACC documents, and any plans and specifications approved by the ACC for construction on any Lot or parcel against the violating Owner to bring his Lot or parcel into compliance with same. The violating Owner hereby agrees to reimburse SRACA for any reasonable and necessary attorney fees and costs that are incurred in any such legal proceeding for enforcement. Said fees and costs shall become a part of and be included with the balance of the Owner's annual maintenance assessments. In any such enforcement action, it shall be presumed that the violation constitutes immediate and irreparable injury, loss, and damage to SRACA before notice can be served on the Owner and a hearing held thereon. Owner further agrees that in any such enforcement action, Owner shall have no prospective damages for said enforcement should any temporary restraining order or temporary injunction issued be subsequently dissolved or denied. This Declaration is notice of such liability for violation and a violating Owner hereby agrees to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss involved.

3.5 Notice Written notice may be delivered to Owner or any agent or contractor with apparent authority to accept same and notice shall be binding on Owner as if actually delivered to Owner. Notice shall be provided via the United States mail by both certified mail, return receipt requested and regular mail to the address of record as contained in the records of the Association; any such notice properly addressed is deemed effective four days after deposit in the U.S. mail. Alternatively, notice may be provided via a courier service which guarantees overnight, receipted delivery to the address of record and is effective the first business day following deposit with said courier service.

3.6 Commencement and Completion The ACC shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and twelve (12) months to complete construction. If construction fails to start before the designated commencement date or is not completed by the designated completion date the plans shall be deemed not approved.

3.7 Building Setbacks No residence or other building shall be located on a Lot closer than the allowed setbacks under the original phase restrictions for the phase on which the residence or building is to be located. Said allowed setbacks are contained in Exhibit “G” attached hereto and a map of the original phases is attached hereto as Exhibit “H”. Notwithstanding the foregoing, currently existing residences and buildings are approved as to their setbacks and their location shall not constitute a violation under the restrictions. In the event a Lot is subsequently subdivided and a part thereof is sold, the existing approved setbacks for the original Lot shall apply to each subdivided parcel out of said Lot. It is, however, expressly reserved for the ACC to alter said setback line requirements for future residences and buildings wherever said requirements prove to be impractical for the use of specific Lots or parcels within the Community.

3.8 Landscaping Landscaping shall be approved by the ACC in accordance with this Article prior to its installation. Any significant changes in the existing landscaping on any Lot or parcel within SRACA must have written approval from the ACC. It shall not be considered a significant change to replace existing landscaping elements with landscaping elements of similar size, character and location. All landscaping shall be maintained in a manner consistent with the residential character of the community.

3.9 Grading and Drainage Topography of each and every Lot or parcel within the Community shall be maintained with proper grading and drainage systems such that runoff water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Lot or parcel itself or any other Lot or parcel within the Community, whether adjacent to the subject Lot or parcel or not, or the Common Areas. Owners causing (either directly or indirectly) erosion or other incident damage to personal or real property due to inadequate or defective grading or drainage measures on their own Lot or parcel, or because of excess runoff shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

Owner shall be responsible for ensuring that all local, state, and federal rules and regulations regarding drainage and runoff are met.

3.10 Signs and Advertisements No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except one sign for each Lot or Residential Dwelling, of not more than five (5) square feet, advertising the property for sale or rent. The Board of Directors shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots in violation hereof and in

doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Reasonably sized political signage supporting a political candidate or issue shall be allowed so long as the number of signs and their placement comport with the residential character of the neighborhood. Political signage restrictions shall be enforced uniformly without regard to the political views of the signage so long as the signage does not contain obscene language or graphics.

This provision does not intend to prohibit reasonable door signage on work vehicles driven by an Owner or their guest, incident to their employment or profession.

ARTICLE IV **ANIMALS AND PETS**

4. No animals, livestock (including swine of any kind) or poultry of any kind shall be raised, bred, or kept on any portion of the property within the Community, except that dogs, cats, horses, birds and other usual or common household pets may be permitted within each Owner's Lot or parcel. No pets or animals are permitted to roam free beyond the borders of its Owner's Lot or parcel without being under the supervision of a responsible individual. If, in the sole discretion of the Board of Directors, any pet or animal endangers the health, makes objectionable noise, or constitutes a nuisance or inconvenience to the Owners of other Lots or parcels within the Community, the Owner shall immediately take reasonable steps to prevent same at the request of the Board. No pet or animal shall be kept, bred, or maintained for any commercial or unlawful purpose.

ARTICLE V **GENERAL NUISANCE**

5. No portion of any Lot or property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal or material be kept upon any portion of the property that will omit foul and obnoxious odors, or that will cause any noise or other condition that will, does, or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Lots within the Community, including the Common Areas, unless it is consistent with permitted aviation uses as determined in the sole discretion of the Board.

No noxious, illegal or offensive activity shall be carried on upon any portion of any Lot or property within the Community, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any other Owner of a parcel or Lot within the Community. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of any Lot or parcel within the Community. No speaker, horn, whistle, bell, or other sound device, except alarm devices used exclusively for

residential monitoring purposes, shall be installed or operated on any Lot or parcel within the Community, unless required by local, state or federal regulation.

It is the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot or parcel and to not permit the accumulation or open storage of any debris, trash, burn pile, or other unsightly material, inoperable motor vehicle, or any boat, recreational vehicle, coach, aircraft or equipment that will diminish the purpose of this Declaration to establish an upscale single family residential and aviation oriented community. Notwithstanding the above, the disassembly or assembly of motor vehicles or aircraft or other equipment to perform repair or renovation work shall be permitted provided that such activities are either conducted entirely within an enclosed garage or hangar or, if conducted outside, are begun and completed within twelve (12) hours. In addition, the Board has the sole discretion to determine reasonable hours during which such outside work may be performed.

All aircraft must be stored in hangars. No aircraft will be permitted to tie down without express written permission of the Board for a period determined by the Board.

ARTICLE VI **LOT MAINTENANCE**

6.1 The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a healthful, sanitary and attractive manner and shall in no event use any Lot for storage of material and equipment except those related to normal residential and aviation requirements as determined in the sole discretion of the Board or incident to construction of improvements thereon as permitted by this Declaration. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited.

6.2 Self Help In the event of a violation of the above Lot maintenance requirements, the Board of Directors may send notice to the Owner of the Lot at the Owner's address of record. Said notice shall inform the Owner of the violation and explain how the Owner can remedy the violation and shall give the Owner a reasonable time to do so, as determined by the Board of Directors. If, after the reasonable time has expired under the notice, the Owner has not remedied the violation, the Association, or its agents, without any duty to do so may, at the expense of the Lot Owner, enter upon said Lot and remedy the violation such that the Lot is in compliance with these restrictions. The Association and its agents shall not be subject to any liability for trespass or other tort in connection with or arising from such remedial action. Upon completion of the work to remedy the violation, the Board of Directors shall send an invoice to the Owner of such Lot for the full cost of the work plus a reasonable administrative fee and Owner hereby agrees to pay such invoice immediately upon its receipt. The obligation of Owner to pay for such work shall be secured in the same manner as herein provided for securing the payment of maintenance assessments. The Board of Directors for the Association shall have the sole discretion to determine the necessity of any such work. Additionally, the Association may bring an action at law against the Owner of a Lot that fails to comply with the restrictions herein. If, upon receiving notice of any violation on their Lot, the Owner fails to cure the violation, the Owner hereby agrees to pay all reasonable costs and attorneys fees associated with enforcing these

restrictions. Said costs and reasonable attorneys fees shall be collected and secured in the same manner as herein provided for collecting and securing the payment of the annual maintenance assessments.

ARTICLE VII
MAINTENANCE ASSESSMENTS

7.1 Creation of Assessment There is hereby established the SRACA Annual Maintenance Assessment. Payment of the Annual Assessment shall be the personal obligation of each Owner of a Lot within SRACA and shall be binding and enforceable as provided by this Declaration. No Lot Owner shall be excused from paying the Annual Assessment by reason of non-use of the Common Areas or not having an Airport User Agreement.

7.2 Commencement and Levying Annual Assessments shall be due on January 1 of each year and shall be delinquent if not paid in full by January 31 of each year. The Annual Assessment shall be levied in equal amounts on each Owner within the Community. The Board shall determine the sufficiency or insufficiency of the then current Annual Assessment to reasonably meet the expenses for providing services and capital improvements within the Community and may, at its sole discretion and without a vote of the Owners, increase the Annual Assessment in an amount sufficient to cover said expenses.

7.3 Nonpayment of Assessments In order to secure payment of the Annual Assessment and other charges provided in this Declaration referencing this provision, the Association shall have the right to terminate the non-paying Owner's Airport User Agreement and may prohibit said Owner from using any of the common facilities within the Community or any property owned by SRACA. Further, the Association shall have the right to institute any legal proceeding against the delinquent Owner for collection of the delinquent amounts owed. Once delinquent, the unpaid Annual Assessment and other related charges shall bear interest at the maximum rate allowed by Texas law, and any costs and attorneys fees incurred in collecting or attempting to collect the said delinquency shall become a part of and be included in the delinquent Assessment amount. Additionally, in the event that an Owner's Airport User Agreement is terminated by this provision, the Association may enforce its termination as provided in § 3.4 of this Declaration. Payments of delinquent Assessments will first be applied to any interest, costs and attorney fees and then to past due Assessments and other charges.

ARTICLE VIII
PROHIBITION OF BUSINESS ACTIVITIES

8. No trade or business may be conducted in or from any Residential Dwelling or Lot within the jurisdiction of the Association, except for residential or incidental business use within a Residential Dwelling so long as:

- a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling or Lot, including any signs, employees, materials, goods or products related to the business activity;

- b) The business activity conforms to all restrictive covenants applicable to the Community;
- c) The business activity does not involve visitation of the dwelling or Lot by clients, customers, suppliers or other business invitees on a regular basis;
- d) The business activity does not involve door-to-door solicitation of residents of the Community;
- e) The business activity does not use the airport or runway for a flight school or for flight training;
- f) The business activity is consistent with the character of a highly restricted and upscale residential community and does not threaten to lower property values in the Community in the opinion of the Board; and
- g) The business activity does not constitute a nuisance, annoyance or a hazardous or offensive use, or threaten the security or safety of the residents of the Community. The use of any Owner's Lot for multifamily residential purposes or for a school, church or junk yard are specifically prohibited.

8A. Exception for Existing Business, a business currently exists at 14203 Dry Creek Dr., which is more particularly described as: Tracts 68L, 68M and 6N-2, all in the TJ Stansbury Survey A-710, Harris County, Texas; known as Aircorr, currently owned by Robert D. Henderson, which is allowed to operate an aviation oriented business at said property (the "Business Property").

Upon the Business Property being restricted by these covenants and coming within the jurisdiction and control of SRACA, the current and future Owners of the Business Property shall be a member of the Association with all of the rights, privileges and obligations as all other members and shall have the right to use the Airport and its runway as a member in good standing, governed by a separate Airport User Agreement as further provided in these restrictive covenants. Ownership of the Business Property and the business may be transferred to future Owners who shall be entitled to enter into a new Airport User Agreement so long as the new owner complies with its terms and conditions.

The Association shall allow aviation oriented business operations to continue at the Business Property for so long as said business operations comply with the following:

- a) No commercial flight operations, flight training or school, flight team or group, school, church, or aircraft rental of any kind shall be allowed at the Business Property, although the renting of hangar space for aircraft storage shall be permitted;
- b) No aircraft, materials, equipment, parts or other items may be stored outside of the hangar on the Business Property;

- c) Deliveries of goods, materials and equipment shall be allowed as needed for the business operations so long as the deliveries occur during regular business hours;
- d) A limited number of employees shall be allowed for business operations in a manner consistent with the past and current employment practices, not to exceed six (6) employees at a time;
- e) The current and future Owners of the Business Property shall make their best efforts to maintain the residential aviation character and atmosphere of the Airport;
- f) Except for these exceptions, the current and future Owners of the Business Property shall otherwise comply with the restrictive covenants of the Association;
- g) These provisions in 8A are material conditions for maintaining an Airport User Agreement for the current and future Owners of the Business Property;
- h) No amendment shall be made to this provision 8A, unless the then-Owners of the Business Property approve the amendment in writing along with the required number of Lot Owners.

ARTICLE IX
USE OF AIRPORT

9. The Owner of any Lot within the jurisdiction of the Association, shall be entitled to operate a civil aircraft from the Dry Creek Airport, a private airport operated by the Association; however, such operation shall be conducted under the provisions of a separate Airport User Agreement between each Lot Owner and the Association. No Owner or his lessees or guests of more than 30 consecutive days shall be permitted to use the Dry Creek Airport unless they have a Board approved Airport User Agreement executed by the Owner.

ARTICLE X
ASSOCIATION

10.1 Management by the Association The affairs of the Community shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, administration and operation of the Community as herein provided for and as provided in the Bylaws and Articles of Incorporation of the Association. The business and affairs of the Association shall be managed by its Board of Directors as elected in accordance with its Bylaws. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Community as the Board deems reasonably necessary or appropriate to maintain and operate the Community in accordance with its Restrictions, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby landowners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic and operation of Common Areas.

10.2 Voting Rights The Owner(s) of a Lot shall be entitled to one (1) vote for each Lot owned within the jurisdiction of the Association. In the event that ownership interests in a Lot are owned by more than one Owner, such Owners shall exercise their right to vote in such manner as they among themselves determine, but in no event shall more than one (1) vote be cast for each Lot owned. All Owners may attend meetings of the Association, and Owners may exercise their vote at such meetings in person or by proxy. The Board of Directors shall have the right to suspend an Owner's voting rights for non-payment of the annual assessment or for violations of this Declaration or the Airport User Agreement.

10.3 The Board shall have the authority to retain, hire, employ or contract with such management companies or personnel and other professional service providers as the Board deems appropriate to perform the day-to-day functions of the Association and to provide for the construction, maintenance, repair, landscaping, administration and operation of the Community.

10.4 Any action, inaction or omission by the Board, taken or made in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Owners, or any other party.

10.5 Board Authority All rights and powers of the Association may be exercised by the Board of Directors without a vote of the Owners except where any provision in this Declaration, the Bylaws, the Articles of Incorporation or applicable law requires a vote of the Owners. The Board shall have the right to accept any additional property into the jurisdiction of the Association by annexation, acquisition or otherwise and to do all other things necessary to incorporate any additional property into the jurisdiction of the Association including increasing the membership and taking on contractual obligations, to be effective upon filing a supplemental declaration, executed by a majority of the Board and setting forth such annexation, with the real property records of Harris County, Texas. The Board shall have the authority to do all things that are authorized by the Texas Non-profit Corporations Act on behalf of the Association.

ARTICLE XI **MISCELLANEOUS**

11.1 The covenants, conditions and restrictions herein contained shall constitute in perpetuity an easement and servitude in and upon the Lots, parcels or premises and every part thereof, and they shall run with the land and shall inure to the benefit of, and be binding upon and enforceable by the Association, its successors and assigns and by the Owners of any Lot in the subdivision and their grantees, heirs, successors and assigns of said Owners; and failure by either the Association or by the Owners of any Lot in said subdivision to enforce any obligations, reservations, easements, building lines, setbacks, buildings restrictions, conditions, rights, powers, charges, exceptions and agreements herein contained, shall in no event be deemed a waiver thereof. The Association and its Board of Directors shall not be liable to anyone for its failure or refusal to enforce any of said covenants, conditions and restrictions; nor shall it be required or be compelled to enforce them in any manner or way so long as enforcement is uniform among Owners.

11.2 Invalidation of any of the restrictions, conditions, covenants, charges, easements and agreements herein contained by judgment or court order shall in no manner affect any of the other provisions contained in this Declaration, and all such other provisions shall remain in full force and effect.

11.3 The rights reserved in this Declaration to the Association, shall apply with equal force and effect to its successors and assigns, including any entity formed by it in connection with the maintenance and preservation of the covenants, conditions, rights and privileges created herein.

11.4 Amendment This Declaration may be amended at any time by an instrument signed by Owners representing three-fourths (3/4) of all Lots within the Association, provided that any amendment must also be approved by the Board of Directors for the Association. Any such amendment shall be effective once the instrument approving the amendment has been filed of record in the real property records of Harris County, Texas.