

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF EAGLE AIR PARK SUBDIVISION

THIS, DECLARATION, made on the date hereinafter set forth by Mr. L. R. SMITH, an individual, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Brazoria County, Texas, known as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, and 80 in Eagle Air Park Subdivision located in Brazoria County, Texas;

NOW, THEREFORE, Declarant hereby declares that Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, and 80 of Eagle Air Park Subdivision, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Declarant reserves the right to develop the remaining lots within the Subdivision in a commercial or a residential fashion.

ARTICLE I.

DEFINITIONS

SECTION 1. "Civic Club" shall mean and refer to EAGLE CIVIC AIR PARK, INCORPORATED, a Texas Non-Profit Corporation, and its successors. The Civic Club has title to and administers the airstrip, more particularly described in Exhibit A, which is attached hereto and made a part hereof for all purposes, any taxiways, and common areas, consisting of but not limited to parking spaces and hangars donated in connection with the use of the airstrip, or for the use of the Civic Club. The Civic Club levies charges against the lot owners for common area expenses, taxiway expenses, parking space and hangar expenses, and airstrip expenses. Membership in the Civic Club cannot be severed from the ownership of an individual lot.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to one or more Lot(s) which are a part of the Property, including contract sellers, but excluding the Civic Club and those having such interest merely as security for the performance of an obligation. Owners shall have undivided interests in common areas, including but not limited to the airstrip and taxiways, as a result of membership in the Civic Club.

SECTION 3. "Property" shall mean and refer to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, and 40 of Eagle Air Park Subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Civic Club.

SECTION 4. "Common Area" shall mean and refer to generally all property owned by the Civic Club for the common use and enjoyment of the owners. This specifically includes but is not limited to any non-exclusive easements to private roads, taxi-ways, airstrips, storage areas, tie-down areas, parking areas, and hangar areas.

Declarant obligates himself to dedicate the airstrip in attached Exhibit A to the Civic Club and to additionally dedicate a taxi-way appurtenant thereto to the Civic Club.

Any other non-exclusive easements, airstrips, taxi-ways, tie down areas, parking areas, hangar areas, etc. that would constitute Common Area, may be created and subsequently dedicated at the sole option of the Declarant.

SECTION 5. "Lot" shall mean and refer to a part of the Property originally conveyed by Declarant to an owner with the exception of the Common Area, and includes any of lots 1 through 80 of Eagle Air Park Subdivision.

SECTION 6. "Declarant" shall mean and refer to Mr. L. R. Smith, his heirs, successors and assigns.

SECTION 7. "Subdivision" shall mean and refer to Eagle Air Park Subdivision, also referred to as "Eagle Air Park."

ARTICLE II.

PROPERTY RIGHTS

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

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

SECTION 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants or contract purchasers who reside on the property. This is not a delegation of the owner's right of membership in or his voting rights in the Civic Club.

SECTION 3. Title to Airstrip and Taxiway. Declarant shall dedicate and convey the fee simple title to the airstrip described in Exhibit A and attached hereto and made a part hereof for all purposes, and the appurtenant taxiway to the Civic Club subject to all pre-existing liens and encumbrances and other matters of record prior to the date of the conveyance of the first lot to an owner.

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

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

SECTION 6. Owner's Right to Lease. There shall be the right to lease a Lot by any Owner; however, any lease entered into between the Owner and a lessee in reference to the Lot must require that the terms of the lease shall be subject in all respects to the provisions of the Declaration of Covenants, Conditions, and Restrictions as specified herein and to the Articles of Incorporation (or Amended Articles of Incorporation) and By-Laws, of EAGLE CIVIC AIR PARK, INC., and that failure by a lessee to comply with the terms of the aforementioned documents shall be a default under the lease and all leases are to be in writing.

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

SECTION 8. Utility Easements. The owner of each lot, at his own cost, shall make any and all necessary arrangements with the electric company to furnish, install, own and maintain the necessary service cables and appurtenances to provide electrical power to the lot owner.

The lot owner is totally responsible for provision of electrical services to his lot.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

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

[Each Lot Owner shall be entitled to one vote for each lot owned.] When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, may determine, but in no event shall more than one vote be cast with respect to any individual lot.

SECTION 2. The failure of any owner to comply with the provisions of this Declaration, the By-Laws, and the Articles of Incorporation of the Civic Club, as amended from time to time, will give rise to a cause of action in the Civic Club by any aggrieved owner and for the recovery of damages, or for injunctive relief, in a court of competent jurisdiction or both.

SECTION 3. Control of the Civic Club shall be by a Board of Directors duly elected by a majority vote of the members of said corporation, provided, that the membership of said corporation have the right in the future by a seventy-five percent (75%) majority vote to elect that the control of the Civic Club shall be by members without a Board of Directors.

SECTION 4. The Civic Club at no time shall interfere or prevent the Declarant or his heirs, successors, or assigns, from any construction, sales, promotion or utilization of a temporary sales office or any other function necessary or convenient for the Declarant to completely develop the Subdivision in accordance with this Declaration of Covenants, Conditions and Restrictions.

SECTION 5. The Board of Directors of the Civic Club may extend membership in the Civic Club to any owner of any tract of land technically outside of the Subdivision, but within the L. R. Smith 201 2/3 Acre Tract of the R. Cummings League, Abstract 58, Brazoria County, Texas, contingent upon the owner of the tract of land making application to the Civic Club for membership, and paying all of the herein described annual and special assessments required of all other members.

Any membership so extended, shall also give rise to voting rights in the Civic Club, and each owner will have one vote per tract of land owned.

The membership in the Civic Club so awarded to the aforementioned owners, shall include the common use and enjoyment, with the other lot owners within the Subdivision of including but not be limited to, non-exclusive easements to private roads, taxi-ways, airstrips, storage areas, tie-down areas, parking areas, and hangar areas, to be utilized in connection with said owners' use and enjoyment of the airstrip, previously denoted as "Exhibit A".

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

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

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

- (a) Maintenance and repair of the Common Areas and equipment and related expenses;
- (b) Acquisition of furnishings and equipment for the Common Areas as may be determined by the Civic Club.
- (c) Maintenance and repair of drainage ditches within the confines of the Subdivision;

(d) Fire insurance covering the full insurable replacement value of the Common Areas and improvements with extended coverage;

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

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

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Civic Club is required to secure or pay pursuant to the terms of this Declaration or by law or which shall be necessary or proper in the opinion of the Board of Directors of the Civic Club for the operation of the Common Areas for the benefit of lot owners or for the enforcement of these restrictions;

SECTION 3. Maximum Allowable Annual Assessments. Until June 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$120.00 per lot per year. No owner or owners of a lot may have, shelter, or possess more than three airplanes per lot.

(a) From and after June 1st of the year immediately following the sale of the first Lot to an Owner, the maximum allowable annual assessment may be increased by the Civic Club each year not more than six percent (6%) above the maximum allowable annual assessment for the previous year without a vote of the membership.

(b) From and after June 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum allowable annual assessment may be increased above six percent (6%) by an affirmative vote of two-thirds (2/3) of all members of the Civic Club.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Civic Club may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote of two-thirds (2/3) of all members. Provided, however, the affirmative vote of 99% of all members of the Civic Club shall be required to pave or resurface in any fashion (including but not limited to asphalt, black top or cement) the airstrip or any part thereof. Voting shall be in person or by proxy at a special meeting duly called for the purpose of discussing paving or resurfacing the airstrip.

SECTION 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under the preceding Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of members or of proxies entitled to cast two-thirds (2/3) of all votes of the membership (or 99% in case of a vote for paving or resurfacing the airstrip) shall constitute a quorum. If the required quorum is not present, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or represented, provided however that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots or tracts and will be collected on an annual basis as determined by the Board of Directors of the Civic Club. After consideration of current maintenance costs and future needs of the Civic Club, the Board of Directors may levy the annual assessments at an amount not in excess of the maximum. In reference to any lots or tracts owned by the Declarant or Declarant's heirs, successors, or assigns, including but not limited to Mr. Donnie Smith, Mr. Rickey Smith, Mr. Daryl Smith and Mr. Lynus Duncan Gillespie, whether within the Subdivision, or subject to the provisions of Article III, Section 5 of the provisions herein, no such annual assessments shall be levied against these particular lots or tracts (including lots or tracts owned as a result of original ownership, or as a result of subsequent foreclosure proceedings).

Declarant, his heirs, successors and assigns, including but not limited to Donnie Smith, Rickey Smith,

Daryl Smith, and Lynus Duncan Gillespie, shall be entitled to membership in the Civic Club with the appropriate voting rights in said corporation, with one vote per tract or lot.

SECTION 7. Commencement and Collection of Annual Assessments. Annual assessments shall be payable in advance. The annual assessments provided for herein shall commence as to all lots or tracts (except those owned by Declarant, Donnie Smith, Rickey Smith, Daryl Smith, Lynus Duncan Gillespie, or Declarant's heirs, successors or assigns) on the first day of the month following the conveyance of the lot or tract to the owner.

The first annual assessment shall be adjusted and pro-rated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot and give notice thereof to each lot owner at least thirty (30) days in advance of the due date thereof. The Civic Club shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Civic Club setting forth whether the assessment against a specific lot has been paid, and shall and no later than July 15th of each year (and more often if the Civic Club shall deem necessary), cause to be recorded in the office of the County Clerk of Brazoria County, Texas, a list of delinquent assessments as of the date of the recordation.

SECTION 8. Effect of Non-Payment of Assessment: Remedies of the Civic Club. Any assessments which are not paid when due shall be considered delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum, and the Civic Club may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessments. Each owner, by his acceptance of a deed to the lot, hereby expressly vests in the Civic Club or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien and utilize all methods available for the enforcement of such liens, including foreclosure by any action brought in the name of the Civic Club in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Civic Club a power of sale in connection with said lien. The lien provided for herein shall be in favor of the Civic Club and shall be for the benefit of all other lot owners. The Board of Directors may request a Trustee to proceed with foreclosure, and in such event, Trustee is hereby authorized and empowered, and it shall be his special duty, upon such request of the Board of Directors, to sell the mortgaged property, each such sale to be made to the highest bidder or bidders for cash at public auction at the courthouse door of the Brazoria County Courthouse, Angleton, Texas, said county being the county where the mortgaged property to be sold is situated, on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m., after Trustee (or some other person or persons acting for him) has first posted written or printed notice of the time, place and terms of such sale at the courthouse door of Brazoria County Courthouse, Angleton, Texas, where the mortgaged property is situated for at least 21 days successively next before the day of such sale and in addition to such posting, the Civic Club, or its authorized representative, shall, at least 21 days preceding the date of sale, serve written notice of the proposed sale by certified mail to each owner obligated to pay the assessment hereby secured according to the records of the Civic Club, or its authorized representative. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to the Owners at their most recent address or addresses as shown by the records of the Civic Club in a post office or official depository under the care and custody of the United States Postal Service.

The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. All owners agree that no notice of any sale other than as set out in this paragraph need be given by the Civic Club or any other person.

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

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

ARTICLE V.

ARCHITECTURAL SPECIFICATIONS

SECTION 1. Dwelling Requirements. Any lot owner may, but is not required to build a residence on his lot.

Any residence that is built, must be erected on the premises and be built of new material.

No single story residence constructed on any lot shall contain less than 1200 square feet of living area, exclusive of porches, breezeways, patios and garages. No two-story residences constructed on any lot shall contain less than 1500 square feet of living area exclusive of porches, breezeways, patios and garages.

No residence shall exceed two stories and the maximum building height shall be thirty feet.

No building including residences shall be built closer than ninety feet from the edge of the airstrip denoted herein as "Exhibit A" (or any other airstrips added in the future).

No building (including residences, or any other structure), or antenna including but not limited to satellite dish receiving devices, shall exceed a height of forty (40) feet within 500 feet of the center line of any airstrip. The Board of Directors of the Civic Club shall have the authority to grant variances from the set back line restrictions contained in this Declaration of Covenants, Conditions and Restrictions and as may be shown on the recorded plat of Eagle Air Park Subdivision, provided however that the Board of Directors of the Civic Club may not grant a variance which would allow construction of any building within ninety feet of the edge of any airstrip. No residence may be occupied prior to completion of the outside construction. Any outside construction, once commenced must be completed within eighteen months.

No building (including residences), fence, mail box or other structure shall be commenced, erected, or maintained upon any lot nor shall any exterior addition to, or change or alteration thereof be made until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Civic Club.

SECTION 2. Hangar Requirements. No owner is required to construct a hangar for the airplanes to be situated on the lot. In the event the owner decides not to construct a hangar, then the owner shall provide appropriate tie-down devices for the aircraft.

In the event the owner does desire to construct a hangar, said hangar shall be a factory built hangar, and shall be "factory painted."

Any hangar which is attached to a residence, shall substantially match the architectural design and construction of the residence.

All plans and specifications for hangars shall be submitted to the Board of Directors of the Civic Club for approval, who may grant variances to these specifications if necessary.

SECTION 3. Residential Purposes. If buildings are to be erected on any of Lots 1 through 80 the subject of this Declaration of Covenants, Conditions and Restrictions, these structures shall be used exclusively for single-family residential dwellings. Commercial purposes are not permitted in any form or fashion in Lots 1 through 80 inclusive.

SECTION 4. Obstructions, Etc. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from the Common Areas without the written consent of the Board of Directors of the Civic Club.

SECTION 5. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of or increase of any insurance carried by the Civic Club, or which would be in violation of any law. No waste shall be committed in the Common Areas.

SECTION 6. Signs. No sign of any kind shall be displayed to the public view on or from any part of any lot, without prior written consent of the Board of Directors of the Civic Club, except signs temporarily used by Declarant, his agents or representatives in the development, sale or leasing of lots.

SECTION 7. Nuisances. No noxious or offensive activities shall be carried on in any of the Common Areas, or lots, nor shall any outside lighting or loudspeakers or other sound-producing devices be used which, in the judgment of the Board of Directors of the Civic Club, may be or become an unreasonable annoyance or nuisance to the other Owners.

SECTION 8. Attachments. No attachments of any kind or character whatsoever (including but not limited to, television and radio antennas, satellite dish receivers, etc.) shall be attached to the roof or walls of any home or

placed anywhere on the lots or Common Areas, unless such attachments shall have been first submitted to and approved by the Board of Directors of the Civic Club.

SECTION 9. Damage to the Common Areas. Each owner shall be liable to the Civic Club for any damage to the Common Areas caused by the negligence or willful misconduct of the owner or his family, guests, or invitees to the extent that the damage shall not be covered by insurance.

SECTION 10. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board of Directors of the Civic Club. All such rules and regulations shall be reduced to writing and shall be open to inspection by the Owners and their authorized agents during reasonable business hours.

SECTION 11. Animals. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot or the Common Areas except that dogs, cats or other household pets may be kept upon the lots provided they are not kept, bred or maintained for any commercial purposes, and provided they do not become an annoyance or nuisance to the neighborhood.

SECTION 12. Waste. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the lots or Common Areas except in sanitary containers.

SECTION 13. Completion of Development. The completion of the work of developing all lots including additions to the Subdivision, and the sale, rental or other disposal of lots is essential to the establishment and welfare of the Subdivision as a community. In order that such work may be completed and the Subdivision be established as a fully occupied community as soon as possible, nothing in this Declaration prohibits the Declarant or the employees, contractors, subcontractors, agents, representatives, or servants of Declarant, or Declarant's transferees from:

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

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

(c) Conducting on any part or parts of the property owned by or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, or establishing the Subdivision as a community, and of disposing of lots by sale, lease or otherwise; or

(d) Maintaining such sign or signs on any of the property owned or controlled by any of them as may be necessary in connection with the sale, lease, or development in any other fashion of the Subdivision lots.

SECTION 12. Storing of Materials. No building material of any kind or character shall be placed or stored upon any lot until the owner is ready to commence improvements, and then such materials shall be placed within the property lines of the lot upon which the improvements are to be erected, and shall not be placed in the street or between the street and the property line.

SECTION 13. Airstrip/Taxiways. The airstrip and any appurtenant taxiways are for the use of aircraft only. No vehicle, livestock, pets, motorcycles, etc. except equipment necessary to maintain the airstrip and/or taxiways will be allowed. No aircraft will be allowed to park or tie-down at any time on any airstrip or taxiways. It will be each lot owners' responsibility to see that his guests clear the airstrip and/or taxiways upon arrival. The airstrip and any appurtenant taxiways are dedicated for aircraft use. This dedication for aircraft use is forever subject only to the following:

The airstrip and any taxiways appurtenant thereto may be released from aircraft use only by the 100% consensus vote of all the members Eagle Civic Air Park Inc.

SECTION 14. Trailers, Etc. No trailer or trailer built as a modular home, mobile home, basement, tent, shack, garage, barn or any outbuildings of any character shall be placed or erected on any lot or lots at any time to be used as a temporary or permanent residence nor shall any residence of a temporary character be permitted.

SECTION 15. Materials and Refuse on Adjoining Lots. No stumps, trees, underbrush, or any refuse of any kind nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots,

street, Common Areas, or easements. 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 immediately removed from the property.

SECTION 16. Prohibition of Sale of Liquor, Etc. No liquor, beer, spirits, wine, malts or medicated bitters capable of producing intoxication shall be sold or offered for sale on any lot, or any part thereof, nor shall premises or any part thereof be used for illegal or immoral purposes. No noxious or offensive activity of any character shall be carried on or permitted on any lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. The use of firearms in any part of the Subdivision is prohibited.

SECTION 17. Waterwells and Septic Systems. All waterwells, septic tanks and underground septic sewage systems shall be constructed in accordance with the requirements, standards and recommendations of the Brazoria County Health Department, State Health Department of the State of Texas, and any other governmental authority having jurisdiction of such matters whether the same be the city, county, state or other governmental authority. No septic drain fields shall be constructed that will allow the discharge or drainage in any manner into adjoining lots, roads, streets, ditches or drainage easements existing now or in the future.

SECTION 18. Additional Airstrip or Taxiways. Any future airstrips and/or taxiways developed by the Declarant and donated by the Declarant to Eagle Civic Air Park Inc. shall be subject to the identical provisions specified herein for the airstrip denoted as "Exhibit A" and any taxiways appurtenant thereto, and shall also be considered part of the Common Area as previously specified in this instrument.

In the event a 100% consensus of the membership of Eagle Civic Air Park Inc. no longer desires any airstrips and/or taxiways to be used for aircraft use, then the ownership of any airstrips and/or taxiways specified herein shall revert to the owners of the lots within Eagle Air Park Subdivision, and the owners shall own any airstrips and/or taxiways as tenants in common.

SECTION 19. Ownership of Roads Within the Subdivision. Any roads within the Subdivision including but not limited to that certain road approximately 60 feet in width denoted in "Exhibit B" which is attached hereto and incorporated herein for all purposes, shall be owned by the owners of the lots within Eagle Air Park Subdivision.

The owners of the lots within Eagle Air Park Subdivision shall own the aforementioned roads as tenants in common, and no owner shall have any specific claim to any specific portion of any road within the Subdivision.

This provision applies even where parts of some lots within Eagle Air Park Subdivision may encompass a portion of the aforementioned sixty foot road.

The owners of the lots within Eagle Air Park Subdivision shall be totally responsible and accept total financial responsibility for the maintenance, repair, alteration, and condition of any roads within the Subdivision.

SECTION 20. Objectionable, Detrimental or Unattractive Conditions. Owners, their heirs, successors and assigns, are bound and obligated through the purchase of said property, to properly maintain the property, and to keep the grass, vegetation and weeds on said lot in a cut condition, all at the owner's expense. In the event any owner should in the opinion of the Civic Club, fail to maintain the property in a neat and attractive manner, Civic Club will notify the owner in writing of any objectionable, detrimental or unattractive conditions existing on said property, and request the owner, or subsequent owner, to eliminate the same. In the event such owner shall fail to eliminate any objectionable, detrimental or unattractive condition existing upon the property within fifteen (15) days after receipt of written notice from the Civic Club specifying the objectionable or detrimental condition, then in such event, the Civic Club is authorized to eliminate such conditions and charge the cost of the same to such property owner and any such expense incurred by the Civic Club in such event shall be added to and be a portion of, and secured in the same manner as the Annual Assessment assessed against any piece of property as herein provided. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a property owner fail to do so, after being duly notified, the Civic Club shall not be liable and is hereby released and relieved from any and all liability for trespass or other torts in connection with, or arising from such action.

ARTICLE VI.

SPECIFIC USE RESTRICTIONS

SECTION 1. No part of a building (or structure of whatever nature including residences), but excluding fences shall be located nearer than forty feet from the front property line.

No part of a building (or structure of whatever nature including residences), but excluding fences shall be located nearer than five feet from any side property line.

No part of any building (or structure of whatever nature including residences), and including fences shall be located nearer than ninety feet from the edge of any airstrip.

No part of any building (or structure of whatever nature including residences), but excluding fences shall be located nearer than forty feet from the edge of any taxiway.

SECTION 2. No explosive or combustible materials may be stored in any aircraft hangar in such quantities so as to endanger the neighboring properties.

SECTION 3. If the owners of the lots within the Subdivision, by a majority vote, decide to dedicate the roads within the Subdivision to the appropriate governmental unit, being the County of Brazoria, who agrees to accept such dedication of the roads, the property owners will at their own expense bring the condition of the roads within the Subdivision to the appropriate county specifications. It is expressly understood that Declarant will assume no responsibility in reference to the maintenance, repair, construction, operation or condition in any form or fashion of the roads within the Subdivision, with the exception that Declarant will initially place limestone or road material, seventeen feet wide and six inches deep on any roads within the Subdivision.

SECTION 4. Each owner of the lots within the Subdivision agrees to connect to a central sewage system if as and when a central sewage system becomes available and to pay a reasonable fee therefore.

SECTION 5. Each owner of a lot within the Subdivision agrees to connect to a state approved water supply system if as and when such state approved water supply system becomes available and to pay a reasonable fee for such connection and a reasonable monthly water service fee therefore.

ARTICLE VII.

ADDITIONAL HANGAR SPECIFICATIONS

SECTION 1. All of the previously denoted building and fence set back requirements shall apply to the building of any hangar on any lot within the Subdivision.

SECTION 2. Additionally, aircraft hangars, shall be of fireproof construction inside and out. No aircraft hangars shall be used for regular living quarters or as a dwelling.

ARTICLE VIII.

GENERAL PROVISIONS

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

SECTION 2. Severability. The invalidation of any one of these covenants or restrictions by the judgment of a court of competent jurisdiction shall in no way affect any other provisions which shall remain in full force and effect.

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

SECTION 4. Transfer of a Lot. Transfer of lot automatically transfers membership in the Civic Club and all rights of the transferor with respect to the Common Areas and facilities to which ownership of such lot relates.

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

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

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

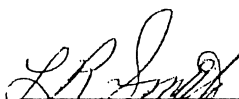
SECTION 8. Additional Easements. The owners of Lots 1 through 32 inclusive of Eagle Air Park Subdivision hereby grant a permanent easement to the Declarant, his heirs, successors, assigns, or representatives, said easement being twenty-five feet in width, and consisting of that portion of each lot owner's respective property which abuts upon the eighty foot air strip denoted in "Exhibit A."

This easement is granted for the purposes of drainage, and each of the lot owners of Lots 1 through 32 inclusive of Eagle Air Park Subdivision further grant permission to Declarant, his heirs, successors, assigns or representatives, to install the appropriate drainage ditch within the aforementioned easements, if Declarant desires to do so.

Each of the lot owners of Lot 1 through 32 inclusive of Eagle Air Park Subdivision assumes full responsibility for the maintenance and care of the aforementioned drainage ditch and property located within the aforementioned twenty-five foot easement.

SECTION 9. Motor Vehicles. No lot owner shall cause to be parked or situated on his or her property for more than 48 hours any motor vehicle required by Texas state law to have a valid motor vehicle safety inspection certificate and unexpired license plates without such vehicle in fact having said motor vehicle safety inspection certificate and unexpired license plates.

IN WITNESS WHEREOF, Mr. L. R. Smith being the Declarant herein, has caused this instrument to be executed this 13th day of November, 1985.



L. R. Smith

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared MR. L. R. SMITH, known to me to be the person whose name is 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 18th day of November, 1985.

Elaine Valagura

Notary Public in and for
Brazoria County, Texas

ELAINE VALAGURA

Notary Public in and for Brazoria County, Texas

My commission expires 8-22-1989

"Exhibit A"

60' AIR STRIP:

FIELD NOTES OF A 5.54 ACRE TRACT BEING AN 80 FOOT AIR STRIP OUT OF THE L.R. SMITH 201-2/3 ACRE TRACT IN THE R. CUMMINGS LEAGUE, TRACT 58, BRAZORIA COUNTY, TEXAS, AND BY METES AND BOUNDS DESCRIBED AS FOLLOWS:

COMMENCING at an iron rod marking the west corner of a 0.397 acre tract known as Lot 29 of the Subdivision of 19.182 acres out of the L.R. Smith 201-2/3 acre tract;

THENCE; South 45°28'09" West 971.00 feet, along the Northwest right-of-way line of a 60 foot road, to a point;

THENCE; South 62°37'51" East 63.1 feet to an iron rod in the Southeast right-of-way line of said 60 foot road;

THENCE; North 45°28'09" East 10.52 feet, along said Southeast right-of-way line to a point for the place of beginning of the herein described tract;

THENCE; South 62°37'51" East 2943.82 feet to a point for the beginning of a curve to the left having a radius of 50 feet and a tangent bearing of South 25°45'40" East;

THENCE; Around said curve through a central angle of 253°44'23" for a distance of 221.43 feet to a point for corner;

THENCE; North 62°37'51" West 2917.67 feet to a point for corner in the Southeast right-of-way line of said 60 foot road;

THENCE; South 45°28'09" West 84.16 feet along said Southeast right-of-way line, to the Place of Beginning;

Said tract therein containing 5.54 Acres of Land.

Certified Correct: Randy L. Stroud
Randy L. Stroud, Registered Public Surveyor,
License #2112

4T 6923

11-14-85 REVISED

Randy L. Stroud, P.E.
201 E. Mulberry St. Suite 100
Angleton, Texas 77515

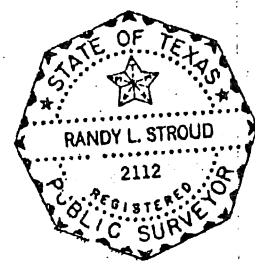


Exhibit "C"

EAGLE ROAD:

CENTERLINE DESCRIPTION OF A 60 FOOT ROAD OR TAXIWAY OUT OF THE L.R. SMITH 201-2/3 ACRE TRACT IN THE R. CUMMINGS LEAGUE, ABSTRACT 58, BRAZORIA COUNTY, TEXAS AND BY METES AND BOUNDS DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod marking the West corner of a 0.397 acre tract known as lot 29 of the Subdivision of the 19.182 acres out of the L.R. Smith 201-2/3 Acre tract;

TRENCES; South 45°26'09" West 1324.48 feet, along the Northwest right-of-way line of a 60' road (County Road 416) to a point;

TRENCE; South 62°37'51" East 63.1 feet to a point in the Southeast right-of-way line of said 60 foot road (County Road 416) for the place of beginning of the herein described tract;

TRENCE; South 63°23'21" East 2769.62 feet to the point of ending of said centerline;

Said road or taxiway being 30 feet either side of and adjacent to the above described centerline.

Certified Correct:

Randy L. Stroud
Randy L. Stroud, Registered Public Surveyor,
License #2112

4T 6923

11-8-85

Randy L. Stroud, P.E.
201 E. Mulberry St.
Suite 100
Angleton, Texas 77515

