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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR HICKS AIRFIELD,
TARRANT COUNTY, TEXAS

This Declaration made this 3RD day of DEC., 1985, by
Hicks Airfield, Inc., a Texas corporation (hereinafter referred to
as "Declarant") whose address is 1330 Summit, Fort Worth, Texas
76102.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the approximately 50 acre
tract of land in Tarrant County, Texas more particularly described
on Exhibit "A" annexed hereto and made a part hereof (the "Prop-
erty"), which was acquired by Declarant by Warranty Deed dated
June 26, 1985, recorded in Volume 8231, Page 704, of the Deed
Records of Tarrant County, Texas; and

WHEREAS Declarant desires to develop the Property as Hicks
Airfield, which is intended as a private airfield for the exclu-
sive use of Declarant and other owners from time to time of
portions of the Property, and, to this end, desires to subject the
Property to the covenants, conditions, restrictions, easements,
charges and liens hereinafter set forth; and

WHEREAS, Declarant desires to impose said covenants, condi-
tions, restrictions, easements, charges and liens on the Property
and yet retain reasonable flexibility to respond to changing or
unforeseen circumstances so as to control and maintain the first
class quality and distinction of the Property; and

WHEREAS, Declarant has deemed it desirable, and in the best
interest of Declarant and other owners from time to time of
portions of the Property (Declarant and such other owners from
time to time of portions of the Property being herein referred to
as the "Owners"), to create an entity to which would be delegated
and assigned the powers of maintaining and preserving Hicks
Airfield, its runway, taxiways and other common areas, enforcing

these restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated, Hicks Airfield Pilots Association, a Texas non-profit corporation (the "Association"), and has designated it as such entity.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I.

USES OF THE SEPARATE PORTIONS OF THE PROPERTY

A map of the Property is annexed hereto as Exhibit "B" and made a part hereof, on which map portions of the Property are designated Hangar Area A and Hangar Area B and other portions of the Property are designated by the symbols "A" through "I" respectively. Each of the separate portions of the Property so designated, as the boundaries of such portions of the Property may be adjusted by the Declarant as hereinafter provided, are restricted for use as follows:

1. The portions of the Property designated Hangar Area A and Hangar Area B will be reserved for construction of hangars and "T-Hangars" (herein so called) in such number and manner of configuration as Declarant may determine. T-Hangars will be part of a "Common Hangar" (also hereafter defined) and must be used exclusively for storage of aircraft and motor vehicles.

2. The portion of the Property designated by the symbol **I** is hereby restricted for development and use as a runway for private, commuter and commercial aircraft and shall be maintained and used solely for such purpose.

3. The portion of the Property designated by the symbol **E** shall be maintained as an open area, which shall be covered with grass, and which may be used for landing aircraft, as appropriate, and under which Declarant and the Association shall have the right

to install septic tanks or other facilities for the disposal of sewage.

4. The portion of the Property designated by the symbol C will be maintained and used exclusively as a taxiway/roadway for taxiing aircraft and ingress and egress by motor vehicles.

5. The symbol D was omitted on purpose.

6. The portion of the Property designated by the symbol E will be maintained as a safety zone.

7. The symbol F was omitted on purpose.

8. The portions of the Property designated by the symbol G will be sold in fee simple to owners of adjacent hangars, and shall be used solely for parking of aircraft and other vehicles as designated by the owner of the respective hangar, provided that no portion of any such aircraft or motor vehicle may be parked closer than 35 feet to the taxiway/roadway adjacent to such portions of the Property on the north. Additionally, the owner of each hangar must maintain an area adjacent to the taxiway/roadway, designated by Declarant, as an open area, covered by grass only, under which will be constructed lateral lines for the septic system.

9. The portions of the Property designated by the symbol H shall be maintained, owned and operated by Declarant, its successors or assigns, at their option, as an area for the administration building for Hicks Airfield, the sale of fuel (and maintenance of underground fuel tanks) for aircraft and motor vehicles (and no other portion of the Property may be used for this purpose), for parking of motor vehicles by Declarant, its agents, customers and other invitees, and/or for any other lawful purpose. The water tank for Hicks Airfield will also be maintained in this area.

10. All other portions of the Property may be used in such manner as Declarant, its successors or assigns, may reasonably determine, provided such use is consistent with the maintenance of the Property as a first class private airfield.

Declarant shall, at its cost and expense, as promptly after the date hereof as may be practicable, cause the following portions of the Property (the "Common Areas") to be developed and constructed, in accordance with such reasonable standards as Declarant may determine and in accordance with applicable laws, for their intended use: the runway, the grass covered open area, the taxiway/roadways, and the safety zone. As construction of each portion of the Common Areas is complete, Declarant shall convey such portion of the Common Areas to the Association.

Declarant shall have the right to adjust the boundaries of each portion of the Property designated above, including, without limitation, each portion of the Common Areas, as Declarant, in its sole discretion, deems to be in the best interest of the development of the Property as a private airfield; provided, however, that Declarant may not adjust the boundaries of any portion of the Common Areas which have been conveyed to the Association.

ARTICLE II.

RESERVATION OF RIGHTS WITH RESPECT TO THE RUNWAY

As hereinafter provided, Declarant, its agents, customers and invitees, and each Owner of a lot (hereinafter defined) at the Property, shall have the right to use the runway, on the terms and conditions herein set forth, conditioned upon payment of the license fee assessed by the Association. Declarant hereby reserves to itself, and its successors and assigns, the exclusive right, and shall have the exclusive right, to permit additional land, contiguous to the Property, to become part of Hicks Airfield (thereby permitting the owners of portions of such property to obtain the use of the runway) by the owner(s) of such continuous property adopting covenants, conditions and restrictions similar to those herein contained, as determined by Declarant in its sole discretion, and thereafter to permit property contiguous to the property previously subjected to such similar covenants, conditions and restrictions to become part of Hicks Airfield in like

manner (the right referred to in this sentence being herein called the "Expansion Right"). Neither the Association nor any owner of a Lot at Hicks Airfield, other than Declarant, its successors and assigns, shall have the right to permit use of the runway by any individual or entity, except as herein provided. The Expansion Right may be exercised by Declarant, its successors and assigns, from time to time, in its sole discretion, and Declarant, its successors and assigns, may assign the Expansion Right, at any time and from time to time, and receive and retain for its own account the consideration for such assignment.

ARTICLE III.

INGRESS AND EGRESS, AND OTHER EASEMENTS

A. In order to assure full and reasonable vehicular and pedestrian access and ingress and egress over portions of the Property as appropriate, Declarant hereby creates the following ingress and egress access easements and rights of way:

1. Declarant, its agents, customers and invitees, each Owner, and such other persons as may be designated by the Association from time to time, shall have an easement of ingress and egress for unrestricted vehicular and pedestrian access and ingress and egress to and from the Property and adjacent streets and roads, over the portions of the Property designated for use as the taxiway/roadway, subject to such reasonable Rules and Regulations as the Association may from time to time implement.

2. Declarant, its agents, customers and invitees, and each Owner of a lot at the Property, shall have, conditioned upon payment of such license fee as may from time to time be established by the Association, a license to use the portion of the Property designated as the runway, pursuant to a non-exclusive license hereby created, for the sole purpose of landing, taking off and taxiing of aircraft under the control of such licensee. Upon nonpayment of the license fee imposed by the Association from time to time, this license shall terminate with respect to any licensee which failed to make such payment, at the option of the

Association. Where there is more than one Owner of a Lot, or in the case of an Owner which is a partnership, corporation, or other entity, the Owner(s) shall be entitled to designate VARIOUS ~~and~~ ~~only~~ individuals to use the runway (all of which in the case of a Lot with more than one Owner must be one of such Owners), and shall notify the Association of such designation.

3. An easement is hereby reserved over the portions of the Property located between the hangars in Hangar Area ^{A AND} B, as they may be developed and constructed, for the purpose of providing Declarant, its agents, customers and invitees, each Owner, and the owners from time to time of any contiguous property which becomes a part of Hicks Airfield as herein provided, unrestricted vehicular and pedestrian ingress and egress, including, without limitation, ingress and egress by aircraft, to the Common Areas and the adjacent streets. Neither the Association nor any Owner, other than Declarant, its successors and assigns, shall have the right to permit use of this easement by others, it being intended that no access to the Property be available from adjacent land unless such adjacent land has been made a part of Hicks Airfield by exercise of the Expansion Right, as above provided.

B. The following easements are hereby also reserved to Declarant and the Association:

1. A construction easement over and across all portions of the Property for the purpose of (a) development and construction of the Property as contemplated herein, and (b) making such repairs as may be the responsibility of, or permitted to be made by, Declarant and/or the Association;

2. An easement over all portions of the Property for installation, maintenance and repair of such utility services as Declarant and/or the Association may deem appropriate, including, without limitation, as Declarant or the Association deems appropriate, water, a septic system for disposal of sewage, electric and telephone,

certain of such easements being shown on Exhibit "E," it being understood that neither Declarant nor the Association shall be obligated to provide any of such facilities but that Declarant intends to develop a water well and install water mains, meters and other appurtenances as are necessary in order for Declarant to offer water for sale to Owners, as Declarant may deem appropriate. After the construction of improvements on any portion of the Property, neither Declarant nor the Association shall install any utility lines in such manner as will require removal (or substantial alteration of) such improvements or unreasonably interfere with use then made of the Lot (as hereinafter defined) on which such improvements have been constructed;

3. A landscaping easement over and across the Common Areas to permit such landscaping, and maintenance thereof, as Declarant and/or the Association may deem appropriate; and

4. An easement in the air spaces above the Property for the take-off and landing of aircraft.

5. An easement fifteen feet (15') in width on each side of and parallel to all taxiway/roadways to construct, repair and maintain utility services and lines.

ARTICLE IV.

DEVELOPMENT AND CONSTRUCTION OF HANGARS AND T HANGARS

1. Declarant will construct, or cause to be constructed, on such portions of the Property designated as Hangar Area A and Hangar Area B. as Declarant may deem appropriate, in its sole discretion, aircraft hangars in such number and configuration as Declarant may determine. Each separate portion of the Property intended for use as a hangar will be conveyed by Declarant, its successors and assigns, in fee simple, and each deed to any such portion of the Property will contain, and be subject to, the covenants, conditions and restrictions set forth on Exhibit "C" annexed hereto and made a part hereof.

2. Declarant will construct, or cause to be constructed, T Hangars in such number and configuration as Declarant may determine, on such portions of the Property designated as Hangar Area **B**, as Declarant may determine, in its sole discretion. Each T Hangar will then be conveyed by Declarant, its successors or assigns, in fee simple, and each deed will contain and be subject to, the covenants, conditions and restrictions set forth on Exhibit "D" annexed hereto and made a part hereof.

ARTICLE V.

THE ASSOCIATION

1. Declarant has caused the Association to be incorporated as a non-profit corporation under the laws of the State of Texas, and a copy of its Articles of Incorporation is annexed hereto as Exhibit "E" and made a part hereof. The Association shall be governed in accordance with its Bylaws, which have been adopted by the initial Board of Directors of the Association, and a copy of which are annexed hereto as Exhibit "F" and made a part hereof.

The Association shall have full power and authority to do all such things as are necessary, or deemed by the Association to be advisable, in order to preserve and maintain Hicks Airfield, its runways, taxiways and other Common Areas, as a private airfield for the benefit of the Owners, including, without limitation, those powers set forth in this Article IV and those powers delegated to the Board of Directors of the Association as provided in Article V of the Declaration.

2. Each Owner shall automatically be and must remain a member of the Association in good standing.

3. The Association shall have two classes of voting membership, Class A and Class B. Class A members shall be all members with the exception of Declarant. The Class B member shall be Declarant. Until Declarant has sold all "lots" (as hereinafter defined), other than the lot on which the administration building, airfield fuel service and appurtenant parking (the "Administration Lot"), the Class A members shall be entitled to one vote and the

Class B member shall be entitled to six votes for each lot in which it holds the interest required for membership. As used herein the term "lot" shall mean each separate portion of the Property developed as a hangar, each T hangar, and the Administration Lot, it being understood that until Hangar Area A and Hangar Area B are fully developed, the number of lots within each such area shall, for all purposes of this Declaration, be:

Hangar Area A: 58 LOTS

Hangar Area B: 198 LOTS

and Declarant shall be deemed to own each such lot which has not been sold to a third party. The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following:

(a) Declarant shall have sold, and closed the sale of, all lots other than the Administration Lot to separate, distinct, bona fide third parties for their own account; or

(b) On the tenth anniversary date of the lawful commencement date of the Association as an incorporated entity.

From and after such conversion, Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot. Persons or entities' membership in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, but such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association during the period of such ownership, or impair any rights or

remedies which the Association or any other Owner has with regard to such former Owner.

4. Declarant, for each lot within the Property, hereby covenants and agrees, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the lot), to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

(a) The license fee from time to time designated by the Association for use of the runway,

(b) Regular assessments or charges for maintenance, taxes and insurance, in such amount as the Association may from time to time determine,

(c) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided, and

(d) Special individual assessments levied against individual lot owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual owner and not caused by ordinary wear and tear, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The license fee, and regular assessments, special group assessments and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each lot against which each license fee and/or such assessment is made and shall also be the continuing personal

obligation of the then existing Owner of such lot at the time when the license fee or assessment became due.

5. The license fee and assessments levied by the Association shall be used exclusively for the purpose of promoting the enjoyment and welfare of the Owners of portions of the Property and in particular for the:

(a) improvement and maintenance of the Common Areas;

(b) payment of taxes on, and insurance in connection with, the Common Areas;

(c) paying the cost of labor, equipment (including the expense of leasing any equipment) and material required for, and management and supervision of the Common Areas;

(d) carrying out the duties of the Board of Directors of the Association as hereinafter set forth;

(e) carrying out the purposes of the Association as stated in its Articles of Incorporation;

(f) carrying out the various matters set forth or envisioned herein; and/or

(g) any matter required in order to comply with applicable federal, state and local laws, ordinances rules and regulations, including, without limitation, requirements of the Federal Aviation Administration, as applicable to the Property.

6. Until such time as Declarant has conveyed any portion of the Common Areas to the Association, Declarant shall assume the sole responsibility and duty of maintaining such portion of the Common Areas, including, but not limited to, the payment of taxes on, and the cost of insurance in connection with, such portion of the Common Areas and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for the management and supervision of such portion of the Common Areas. Until all portions of the Common Areas have been

conveyed to the Association, the license fee, and such portion of the assessments provided for above as is not necessary to pay the costs of ownership and maintenance of the Common Areas which have been conveyed to the Association, shall be forthwith paid by the Association to Declarant to the extent required by Declarant to maintain such portions of the Common Areas as are the responsibility of Declarant.

7. The amount of the license fee and of the assessments shall be as follows:

(a) The license fee charged for the use of the runway shall be applicable only to lots on which a hangar or T Hangar has at the time been constructed and which is no longer owned by Declarant; provided, however, that Declarant shall be required, so long as Declarant, its agents, customers and invitees are using the runway, to pay as a license fee the license fee which would be applicable to one lot whether or not Declarant at the time owns any lot. The license fee shall be in such amount as the Association may from time to time determine, provided that the license fee will be set at a uniform rate for all.

(b) Regular assessments shall be in such amount as the Association may determine to be necessary to pay the expenses of the Association (including reasonable reserves) during the period of twelve (12) months subsequent to the date the amount of any such regular assessment is established, and shall be paid monthly during such period of twelve (12) months. Each Owner shall be responsible for, and shall pay, a prorata portion of such regular assessment based on the ratio of the number of square feet of land within the lot(s) owned by such Owner to the number of square feet of land within all portions of the Property designated for use

as hangars, T Hangars, and the administration building, airfield fuel service and appurtenant parking.

(c) In addition to the license fee and regular assessments, the Association may levy in any calendar year a special group assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvement upon the Common Areas; provided that any such assessment shall have the assent of the members entitled to cast two-thirds (2/3) of the votes of the members of the Association who are voting in person or by legitimate proxy at a meeting duly called for this purpose, as provided in the Bylaws. Each Owner shall pay his prorata portion of the special group assessment, determined in the same manner as his prorata share of the regular assessments is determined as above provided.

(d) The Association shall also have the right to impose special individual assessments under the circumstances provided above, which assessment shall be in such amount as is necessary to pay the extra costs of maintenance and repairs caused by the willful or negligent acts of the individual Owner against which such assessment is made.

8. The Association shall prepare a roster of the lots and license fee and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the license fee and assessments shall thereupon be delivered or mailed to every Owner subject thereto. The Board of Directors shall upon demand at any time, furnish to any Owner liable for said license fee and assessments a certificate in writing signed by an officer of the Association, setting forth whether said license fee and assessments have been

paid. Such certificate shall be conclusive evidence of payment of any license fee or assessment therein stated to have been paid. A reasonable charge may be made by the Board of Directors of the Association for issuance of such certificates.

9. If the license fee or any assessment, or any part thereof, is not paid on the dates when due, then the unpaid amount of such license fee or assessment shall become delinquent and shall, together with interest thereon at the maximum legal rate and costs of collection thereof, become a continuing debt secured by a self-executing lien (subject to non-judicial foreclosure in the manner provided for non-judicial foreclosure of a deed of trust lien under the laws of the State of Texas, or subject to judicial foreclosure in accordance with the laws of the State of Texas) on the lot of the non-paying Owner which shall bind such lot in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of the license fee or any assessments and demand full payment thereof, or the Association may accept such partial payments on account only without waiving any rights hereunder with regard to the remaining balance due. The personal obligation of the then Owner to pay such license fee and assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for any unpaid license fee or assessment, however, will be unaffected by any sale or assignment of a lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the license fee or assessments provided herein by non-use of the Common Areas or abandonment of his lot.

10. The lien of the license fee and assessments provided for herein shall be subordinate and inferior to the lien

of any first mortgage or deed of trust now or hereafter placed upon any lot subject to assessment; provided, however, that such subordination shall apply only to the license fee and assessments which have become due and payable prior to the sale (whether public or private) of such lot pursuant to the terms and conditions of any such mortgage or deed of trust. Said sale shall not relieve any such lot Owner or the new Owner thereof from liability for the amount of any license fee and/or assessment thereafter becoming due nor from the lien for payment of such subsequent license fee and/or assessment.

11. The following portions of the Property shall be exempted from the license fee, assessments, charges and liens created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use, if any;

(b) All Common Areas;

(c) All lots owned by Declarant until the date on which Declarant conveys all of the Common Areas to the Association; and

(d) As provided above, lots owned by Declarant with respect to payment of the license fee.

12. In addition to the power to levy assessments as above provided, and the other powers and responsibilities herein set forth, the Association shall have the right to establish, and shall establish, an Architectural Control Committee (herein so called) consisting of three members, to review and approve all plans and specifications for any hangars, T Hangars or other improvements upon the Property (other than hangars, T Hangars, and other improvements constructed by Declarant). No building, structure, fence, wall or improvement of any kind or nature shall be erected, placed or altered on any lot, except by Declarant, until all plans and specifications have been submitted to and

approved, in writing, by the Architectural Control Committee, or a majority of its members, as to:

(a) quality of design, and intended workmanship and materials; adequacy of site dimensions, adequacy of structural design;

(b) conformity and harmony of the exterior design, color, type and appearance of exterior surfaces and landscapings;

(c) location with respect to topography and finish grade elevation and effect of location and use on neighboring lots and improvements situated thereon; drainage arrangements; and

(d) other standards as may be set forth within bulletins promulgated by the Architectural Control Committee from time to time;

as to which matters the Architectural Control Committee is hereby vested with the authority to render a final interpretation and decision.

The Architectural Control Committee is authorized and empowered to consider and review any and all aspects of design and construction which may, in the reasonable opinion of the Architectural Control Committee, adversely affect the use or appearance of the Property or any portion thereof. Final plans and specifications shall be submitted in duplicate to the Architectural Control Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Architectural Control Committee, one complete set of plans and specifications will be retained by the Architectural Control Committee and the other complete set of plans and specifications will be marked "Approved" and returned to the lot owner or his designated representative. If the plans and specifications are not approved, one set of such plans and specifications shall be returned marked "Disapproved" accompanied by a reasonable statement of the reasons for disapproval. Any modification or change to the approved set of plans

and specifications must again be submitted to the Architectural Control Committee for its inspection and approval. The Architectural Control Committee's approval or disapproval, as required herein, shall be in writing. If the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, approval of the matters submitted will not be required and the approval of the Architectural Control Committee shall be presumed.

The Architectural Control Committee may from time to time publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied.

13. In addition to the powers set forth above, the Association shall have the following additional powers and obligations:

(a) To accept from time to time as part of Hicks Airfield contiguous property made part of Hicks Airfield by exercise of the Expansion Right, as provided in Article II above; and

(b) To accept from time to time conveyance of the Common Areas, as Declarant may propose.

ARTICLE VI.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors of the Association (hereinafter called the "Board of Directors"), on behalf of the Association, the Property and the Owners, shall provide, and shall pay out of the maintenance fund (which shall consist of all license fees and assessments collected hereunder, other than those required to be paid to Declarant as above provided), the following:

(a) taxes and assessments, and other liens and encumbrances, which shall properly be assessed or charged against the Common Areas, rather than against the individual owners;

(b) care and preservation of the Common Areas and maintenance of utility services, as deemed appropriate by the Board of Directors, for the Common Areas;

(c) the services of a person or firm (including affiliates of Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board of Directors;

(d) legal and accounting services;

(e) a policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, including, without limitation, operation by the Association of the Common Areas, in an amount not less than \$1,000,000.00 combined coverage including liability and property damage, it being understood that each Owner shall be responsible for maintaining its own liability ^{AND} property loss insurance if desired.

(f) a policy or policies of casualty insurance with respect to the Common Areas in such amounts and against such risks as the Association shall deem necessary or appropriate, it being understood that all proceeds of such insurance shall be used for repair and restoration of the Common Areas and it being further understood that each Owner shall insure the improvements on his lot against loss by fire or other casualty, if desired.

(g) workman's compensation insurance with respect to the Association's employees to the extent necessary to comply with any applicable laws;

(h) such fidelity bonds and/or other liability insurance as the Board of Directors may determine to be advisable; and

(i) any other material, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments (excluding taxes or assessments assessed against any individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which, in its opinion, shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

2. The Board of Directors shall have, on behalf of the Association, the following additional rights, powers and duties:

(a) to execute all declarations of ownership for tax assessment purposes with regard to any of the Common Areas owned by it as an incorporated entity;

(b) to borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board of Directors sees fit;

(c) to enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association;

(d) to protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(e) to make reasonable Rules and Regulations for the operation of the Common Areas and portions of the Property as specified herein and to amend them from time to time (without limiting the generality of the foregoing language, the Rules and Regulations may provide for

limitations on use of the Common Areas by youthful persons, visitors or otherwise);

(f) to make available to each Owner within sixty (60) days after the end of each year an annual report and, upon the written request of one-third (1/3) of the members, to have such report audited by an independent certified public accountant, which audited report shall be made available to each member within thirty (30) days after completion;

(g) to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the members in proportionate amounts, determined in the same manner as their share of regular assessments is determined as above provided, to cover the deficiency;

(h) to collect any license fees, assessments or other charges provided for in this Declaration;

(i) to enforce the provisions of this Declaration and any Rules and Regulations made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or Rules and Regulations.

3. The Board of Directors, on behalf of the Association, shall have the full power and authority to contract with any Owner (including without limitation the Declarant) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board of Directors may deem proper, advisable and in the best interest of the Association.

4. The Board of Directors shall have the right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board of Directors, except as otherwise provided herein. In the event for any reason

the Board of Directors is deemed not to be authorized to act for and on behalf of the Association and the members, then the Declarant may act for and on behalf of the Association and the members, and the Association shall reimburse the Declarant for any and all reasonable expenses incurred in so acting.

5. Neither any member nor the Board of Directors (or any of them) nor the officers (if any) of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another member, whether or not such other member was acting on behalf of the Association or otherwise. Neither the Declarant, the Association, its Directors, officers, agents or employees, nor any of them, shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portions thereof or for failure to repair or maintain the same. The Declarant, the Association or any other person, firm or association liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof.

6. None of the Directors of the Association shall have any liability for failure of the Board of Directors to perform any of its duties required hereunder, unless such failure resulted from such Director's willful disregard, on a continuing basis, of the affairs of the Association, and unless such willful disregard of the affairs of the Association continued after written notice thereof to such Director from a majority of the members of the Association.

ARTICLE VII.

GENERAL PROVISIONS

1. The Covenants, Conditions and Restrictions of this Declaration, which term as used herein includes, without limitation, the easements herein created, shall run with and bind the land subject to this Declaration, and shall inure to the benefit

of and be enforceable by the Association and/or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded in the Deed Records of Tarrant County, Texas, after which time said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the members entitled to cast seventy-five percent (75%) of the votes of the Association has been recorded in the Deed Records of Tarrant County, Texas agreeing to abolish these Covenants, Conditions and Restrictions; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such time.

2. Until such time as the sale, and closing of said sale, by Declarant of the first lot to a bona fide third party unrelated to Declarant ("First Lot Sale"), Declarant at its discretion, may abolish or amend this Declaration or change the Covenants, Conditions and Restrictions in whole or in part. Subsequent to the First Lot Sale, these Covenants, Conditions and Restrictions may be amended with the consent of sixty percent (60%) of the then Owners (including Declarant) of lots (with one vote to be cast for each lot so owned) evidenced by a document in writing bearing each of their signatures; provided, however, that any amendment after the First Lot Sale which materially changes the use to be made of any portion of the Common Areas shall require the approval of ninety percent (90%) of the then Owners (including Declarant) of lots (with one vote to be cast for each lot so owned). Any and all amendments shall be recorded in the Office of the County Clerk of Tarrant County, Texas.

3. Enforcement of these Covenants, Conditions and Restrictions may be by any proceeding at law or in equity against any person and persons violating or attempting to violate them, whether the relief sought is an injunction or recovery or damages, or both, or enforcement of any lien created by these Covenants,

Conditions and Restrictions; but failure by the Association or any Owner to enforce any covenants, conditions and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the non-prevailing party.

4. Violation of or failure to comply with these Covenants, Conditions and Restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing on any lot. Invalidation of any one or more of these Covenants, Conditions and Restrictions, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.

5. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise.

6. Any notice required to be given to any member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

7. The holder(s) of a mortgage may be furnished with written notification from the Association of any default by the respective mortgagor/member/Owner in the performance of such mortgagor's/member's/Owner's obligation(s) as established by this Declaration, provided that the Association has been theretofore furnished, in writing, with the correct name and address of such mortgage holder(s) and a request to receive such notification.

8. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Board of Directors, whose determination (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

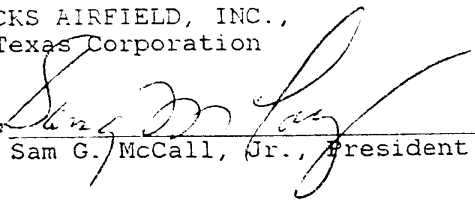
9. This Declaration sets forth the entire agreement of Declarant with respect to development of Hicks Airfield. Except as set forth herein, no individual or entity may rely on any promises made, or assurances given, with respect thereto.

10. In the event any provision of this Declaration is for any reason held to be invalid or unenforceable, the validity of the other provisions of this Declaration will be unaffected thereby, and this Declaration shall be interpreted and enforced as if the invalid or unenforceable provisions had not been contained herein.

11. The laws of the State of Texas shall govern the validity of this Declaration, the construction of its terms and the interpretation of the rights and duties of the parties subject hereto. Venue for any proceedings involving this Declaration shall lie in Tarrant County, Texas.

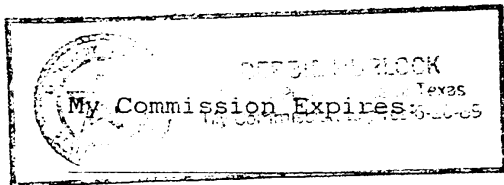
IN WITNESS WHEREOF, Hicks Airfield, Inc., being the Declarant herein, has caused this instrument to be executed this 3rd day of Dec., 1985.

HICKS AIRFIELD, INC.,
a Texas Corporation

By: 
Sam G. McCall, Jr., President

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 3rd day of Dec., 1985 by Sam G. McCall, Jr., President of Hicks Airfield, Inc., a Texas corporation, on behalf of said corporation.



(S E A L)

Patricia Hurlock
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Exhibit "A"

Metes and Bounds Description of the Property.

BEING a tract of land in the M.E.P. and P. R.R. Co. Survey, Abstract No. 1110, the M.E.P. & P. R.R. Co. Survey, Abstract No. 1109, and the G. A. Crinere Survey, Abstract No. 296, situated in Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a railroad spike in the centerline of Hicks-Avondale School Road (County Road No. 4111), said point being, by deed call, in the North line of the M.E.P. & P. R.R. Co. Survey, Abstract No. 1110, and being South 89 degrees, 40 minutes West, 2186.76 feet from the Northeast corner of said survey;

THENCE South 22 degrees 44 minutes 51 seconds East, 16.18 feet passing an iron pin and continuing, in all 1714.63 feet to an iron, said point being the beginning of a curve to the left having a radius of 3850.68 feet and a central angle of 9 degrees 57 minutes 23 seconds;

THENCE Southeasterly 669.14 feet along said curve whose long chord bears South 27 degrees 42 minutes 22 seconds East, 668.30 feet to an iron pin, same being the end of said curve;

THENCE South 32 degrees 42 minutes 26 seconds East, 3048.23 feet to an iron pin for corner;

THENCE South 57 degrees 17 minutes 27 seconds West, 399.57 feet to an iron pin, said point being 50.0 feet and perpendicular to the centerline of the Fort Worth & Denver Railroad tracks;

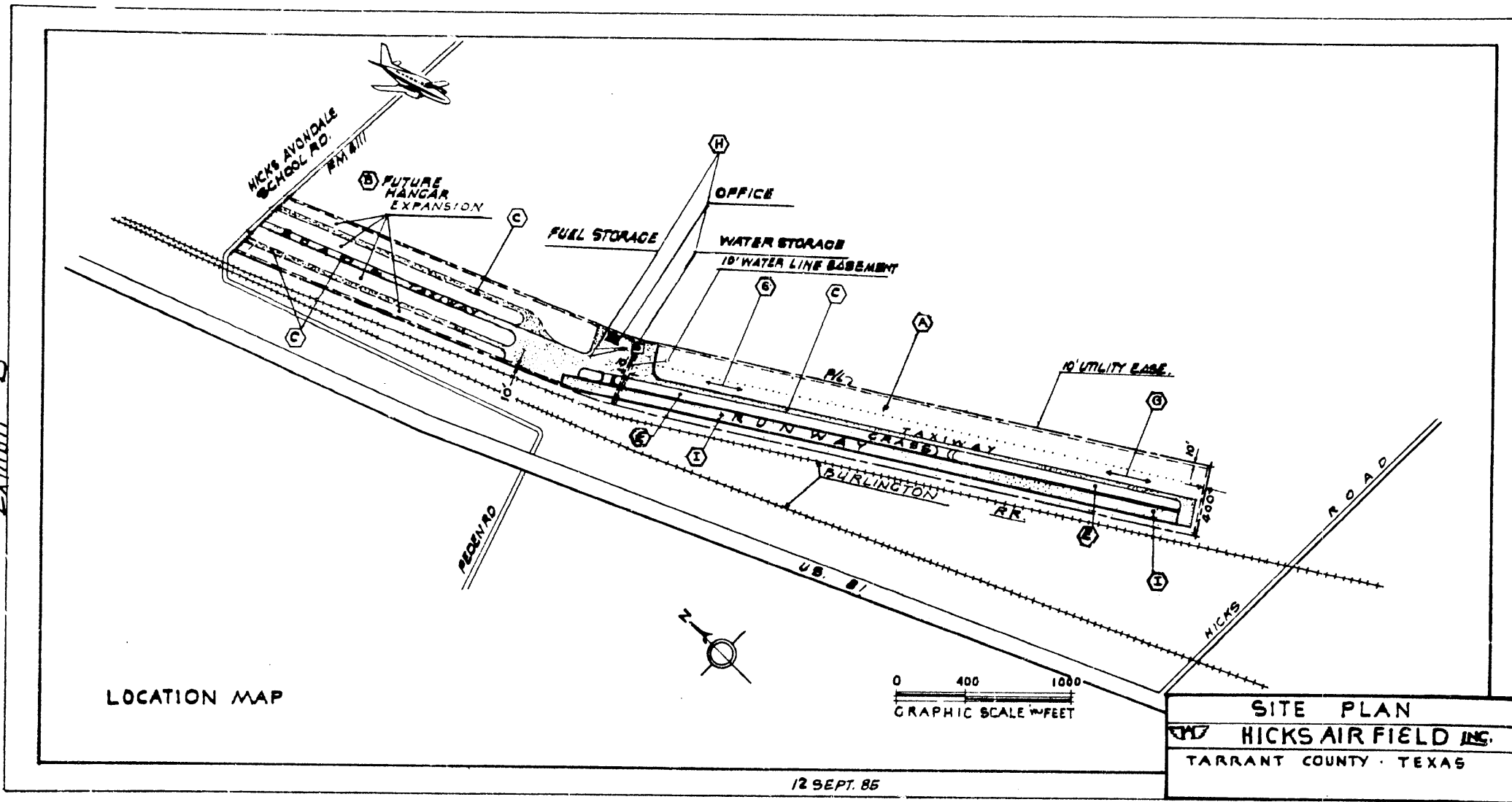
THENCE 50.0 feet from and parallel to the centerline of said Fort Worth & Denver Railroad tracks, North 32 degrees 42 minutes 57 seconds West, 3048.19 feet to an iron pin for the beginning of a curve to the right having a radius of 4250.68 feet and a central angle of 9 degrees 57 minutes 27 seconds;

THENCE Northwesterly 738.75 feet along said curve whose long chord bears North 27 degrees 42 minutes 31 seconds West, 737.82 feet to an iron pin at the PT of same;

THENCE North 22 degrees 44 minutes 42 seconds West, 1879.49 feet to a railroad spike in the centerline of Hicks-Avondale School Road (County Road No. 4111);

THENCE North 89 degrees 39 minutes 23 seconds East, 432.57 feet to the POINT OF BEGINNING, and containing 50.9403 acres of land, more or less.

Exhibit "B"



SITE PLAN
HICKS AIRFIELD INC.
 TARRANT COUNTY - TEXAS

12 SEPT. 85

**SEE EXHIBIT "B"-1 FOR LEGAL DESCRIPTION OF THE "ROADWAY-TAXIWAY" WHICH IS THE INGRESS AND EGREE EASEMENT TO ALL HANGARS AND HANGAR AREAS CREATED HEREIN.

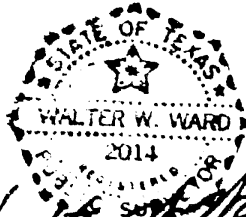
FIELD NOTES

FOR A ROAD-TAXIWAY IN THE M.E.P. & P. R.R. CO. SURVEY, ABSTRACT NO. 1110, THE M.E.P. & R.R. CO. SURVEY, ABSTRACT NO. 1109 AND THE G. A. CRINERE SURVEY, ABSTRACT NO. 296, SITUATED IN TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

- COMMENCE at a railroad spike in the centerline of Hicks-Avondale School Road (County Road No. 4111), said point being, by deed call, in the North line of the M.E.P & P. R.R. Co. Survey, Abstract No. 1110, and being S. 89° - 40' W. 2186.76 feet from the Northeast corner of said Survey, thence N. 89° - 39' - 23" E. along the centerline of Hicks-Avondale School Road 75.72 feet to the POINT OF BEGINNING of the herein described tract and being more particularly described by metes and bounds as follows;
- THENCE S. 22° - 44' - 42" E. 1885.11 feet to an iron pin;
- THENCE S. 72° - 03' - 04" E. 147.96 feet to an iron pin at the beginning of a curve to the Left having a radius of 4070.68 feet and a central angle of 8° - 06' - 47";
- THENCE along said curve, an arc length of 576.41 feet, and whose long chord bears S. 28° - 37' - 06" E. 575.93 feet to an iron pin;
- THENCE S. 32° - 42' - 28" E. 3018.21 feet to an iron pin;
- THENCE S. 57° - 17' - 27" W. 179.57 feet to an iron pin in the East line of Fort Worth & Denver Railroad, same being the West line of the above referenced tract;
- THENCE S. 32° - 42' - 57" E. 30.0 feet to an iron pin for the Southwest corner of the above referenced tract;
- THENCE along the South line of said tract N. 57° - 17' - 27" E. 209.57 feet to an iron pin;
- THENCE N. 32° - 42' - 28" W. 3048.21 feet to the beginning of a curve to the Right having a radius of 4040.68 feet and a central angle of 8° - 06' - 34";
- THENCE along said curve an arc length of 571.91 feet, and whose long chord bears N. 28° - 37' - 51" W. 571.43 feet to an iron pin;
- THENCE N. 28° - 10' - 44" E. 151.92 feet to an iron pin;
- THENCE N. 22° - 44' - 51" W. 1777.96 feet to an iron pin in the centerline of Hicks-Avondale School Road;
- THENCE S. 89° - 39' - 23" W. along said line 32.45 feet to an iron pin in the centerline of Hicks-Avondale School Road;
- THENCE S. 22° - 44' - 51" E. 1776.04 feet to an iron pin;
- THENCE S. 28° - 10' - 44" W. 109.46 feet to an iron pin;
- THENCE N. 22° - 44' - 42" W. 1880.06 feet to an iron pin in the centerline of Hicks-Avondale School Road;
- THENCE S. 89° - 39' - 23" W. along said line 32.45 feet to an iron pin in the centerline of Hicks-Avondale School Road;

Exhibit B-1 ^{pg. 2}

- THENCE S. 22° - 44' - 42" E. 1897.03 feet to an iron pin;
- THENCE N. 72° - 03' - 04" W. 112.11 feet to an iron pin;
- THENCE N. 22° - 44' - 42" W. 1858.97 feet to a point in the centerline of Hicks-Avondale School Road;
- THENCE S. 89° - 39' - 23" W. along the ^{ctd.}centerline of Hicks-Avondale School Road 32.46 feet to the POINT OF BEGINNING and containing 0.689 acres.



Walter W. Ward
12-10-85

WARD SURVEYING COMPANY
P. O. BOX 18283
FORT WORTH, TEXAS 76118
PHONE AC (817) 281-3411

EXHIBIT "C"

Deed Restrictions for Hangars

1. The Property is conveyed subject to, and is entitled to the benefit of, that certain Declaration of Covenants, Conditions and Restrictions for Hicks Airfield, Tarrant County, Texas, recorded in Volume ____, Page ____, of the Deed Records of Tarrant County, Texas (the "Declaration"). Terms defined therein (other than the term "Property") are used herein as therein defined. Grantee, its successors and assigns, shall comply fully with each and every term and provision of the Declaration, the Bylaws, the Rules and Regulations from time to time adopted by the Association, and each and every of the covenants, conditions and restrictions set forth herein. Grantee specifically acknowledges that it has been provided a copy of the Declaration, Bylaws and Rules and Regulations in effect on the date hereof and is familiar with each and every term and provision thereof.

Grantee has acquired by virtue of acquisition of the Property, and for so long as Grantee is the Owner of the Property, a license to use the runway which is a part of Hicks Airfield, on the terms and conditions set forth in the Declaration, and upon payment of the license fee provided for in the Declaration. Grantee specifically acknowledges that it may not, and covenants and agrees that it will not, permit any individual or entity to use the runway except as permitted in the Declaration.

2. In accordance with the Declaration, the Property shall be used as the site for an aircraft hangar, and may additionally be used for such other lawful purposes as are not hereby prohibited. No improvements shall be constructed on the Property until the plans and specifications have been submitted to and approved in writing by the Architectural Control Committee as set forth in the Declaration. Similarly, all alterations, additions and improvements shall require the prior written approval of the

Architectural Control Committee. Without limiting the Architectural Control Committee's right of approval, it is specifically agreed that no structure will be constructed which exceeds such height as shall be the maximum height permitted by applicable law or such lesser height as the Association deems advisable in order to assure the safe use of the runway at Hicks Airfield. All costs of construction shall be the responsibility of Grantee, its successors and assigns, and Grantee hereby agrees to and does, indemnify and hold harmless Grantor, its successors and assigns and the Association, from any claim for labor or materials provided with respect to the Property.

If a hangar has been constructed on the Property as one of four hangars sharing a common septic system, in no event may the five (5) foot strip between (a) the two hangars opening toward the taxiway/roadway and (b) the two hangars to the rear of those hangars, be obstructed in any manner. Similarly, the Owners of such four hangars shall themselves designate one of such Owners to repair and maintain such septic system, and the Owners of the other three (3) such hangars shall each reimburse the Owner so designated for one-fourth (1/4) of the cost of such repairs and maintenance. Such Owners shall notify the Association of which Owner has been so designated, and if the Owners fail to do so, the Association may designate one of such Owners to repair and maintain the septic system. If the Owner so designated fails to repair and maintain the septic system, or if any of the other Owners fails to reimburse the designated Owner his portion of the cost of repair and maintenance, the Owner so failing to do so shall be a "Defaulting Owner." The Association shall have the right, and obligation, after written notice to the Defaulting Owner, to terminate the license of the Defaulting Owner to use the runway and the right of access of the Defaulting Owner to his hangar and to padlock the hangar of the Defaulting Owner until the failure is remedied. The Association shall also have the right to perform the obligations of the Defaulting Owner, and the cost and

expense to the Association of doing so, with interest at the maximum rate permitted by applicable law, shall be reimbursed the Association by the Defaulting Owner.

3. Neither Grantor, its successors and assigns, nor the Association, shall have any obligation to (a) provide utilities to the Property, provided, however, that facilities for sewage disposal through lateral lines to a septic tank have been installed to service the Property (but the maintenance of same shall be the responsibility of Grantee, its successors and assigns), (b) maintain the improvements constructed on the Property which shall be the responsibility of Grantee, its successors and assigns, or (c) to provide insurance against loss by fire or other casualty or against liability arising out of any activity conducted on the Property. Grantee, its successors and assigns, shall (a) obtain the service of utilities to the Property, if desired, (b) maintain and keep in first class condition and appearance the Property and all improvements constructed thereon, and (c) obtain such insurance as Grantee, its successors and assigns, may from time to time deem appropriate. Sewage disposal shall be solely through the facilities which have been made available to the Property and outside toilets or privities or other types of pit toilets are expressly prohibited. The Association shall have the right, at its option, to encroach upon the boundary lines of the Property for the purpose of laying and maintaining water, sewage and other utility lines as it may from time to time deem necessary or expedient, it being understood that the Association shall have no obligation to provide any such facilities.

4. Grantee, its successors and assigns, shall at all times cause the Property to be used and maintained in accordance with the requirements of all applicable laws, rules and regulations of any governmental authority, now existing or hereafter enacted, ("Applicable Laws") and shall use the Common Areas only in accordance with Applicable Laws.

5. The following uses are prohibited:

(a) No structure of any kind shall be constructed closer than ten (10) feet to the North or ten (10) feet to the South Property line, or within twenty (20) feet on any hangar constructed on contiguous property, in order to preserve the ingress and egress easement reserved in the Declaration with respect to space between hangars. Similarly, this space shall remain unobstructed at all times, and no aircraft, motor vehicles or other thing may be parked, placed or stored in this area. The Architectural Control Committee or Declarant may modify this paragraph at any time by execution of a written amendment and filing same in the Deed Records of Tarrant County, Texas.

(b) Airplanes and automobiles, in each case which are functioning and in good order and repair, may be parked to the West of the hangar constructed on the Property provided same are not parked closer than 35 feet to the taxiway/roadway to be located to the West of the hangar, which thirty-five (35) foot wide strip must remain unobstructed at all times. Any other vehicles, supplies, tools, parts or other material shall be stored within the hangar if left overnight, except as the Association may otherwise provide.

(c) No antennae, lightning rod or other structure may be constructed or erected on the Property which extends higher than [REDACTED] the highest point of any building on the Property.

(d) The storing or selling of fuel is strictly prohibited unless approved in writing by the Association. At no time shall fuel, oil, paint, or other highly flammable products be stored at the Property.

(e) The drilling of wells, water, oil or gas, is prohibited.

(f) All repairs, assembly or disassembly must be performed within the hangar.

(g) No noxious, offensive or illegal activities shall be carried on within the Property nor shall

anything be done therein which may reasonably be or become an annoyance or nuisance to other property owners.

(h) No contraband shall be brought to or stored at the Property.

(i) The Property shall not be used as a dumping ground. Trash, garbage and other waste shall be kept in a sanitary container and all such containers and other equipment shall be kept in a clean and sanitary condition.

(j) All brush, trash or other fires (except as necessary to repair aircraft) are expressly prohibited.

(k) Except as permitted by the Association, no signs shall be constructed on the Property. Commercial enterprises may, however, construct a sign indicating the name of the business. Neatly painted "For Sale" signs shall also be permitted.

(l) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

6. None of the easement areas reserved in the Declaration shall be obstructed in any manner. As provided above, and without limitation, no aircraft, automobile, or other vehicle may park or stand within 35 feet of the taxiway/roadway. At no time shall airplanes, automobiles, or other vehicles be left unattended on the taxiway/roadway, on the runway, on the grass strip between the taxiway/roadway and the runway, or in the safety zone.

7. Without limiting any of the other provisions set forth herein, Grantee, its successors and assigns, specifically covenant and agree to pay the license fee for the use of the runway and the regular assessments, special group assessments and special individual assessments provided for in the Declaration. In the event

that Grantee, its successors and assigns, shall fail to do so, the Association shall have such rights and remedies as are provided in the Declaration.

8. These covenants and restrictions are to run with the land and shall be binding upon Grantee, its successors and assigns and all persons claiming under them, unless and until the Declaration is abolished as therein provided.

EXHIBIT "D"

Deed Restrictions for T Hangars

1. The Property is conveyed subject to, and is entitled to the benefit of, that certain Declaration of Covenants, Conditions and Restrictions for Hicks Airfield, Tarrant County, Texas, recorded in Volume ____, Page ____, of the Deed Records of Tarrant County, Texas (the "Declaration"). Terms defined therein (other than the term "Property") are used herein as therein defined. Grantee, its successors and assigns, shall comply fully with each and every term and provision of the Declaration, the Bylaws, the Rules and Regulations from time to time adopted by the Association, and each and every of the covenants, conditions and restrictions set forth herein. Grantee specifically acknowledges that it has been provided a copy of the Declaration, Bylaws and Rules and Regulations in effect on the date hereof and is familiar with each and every term and provision thereof.

Grantee has acquired by virtue of acquisition of the Property, and for so long as Grantee is the Owner of the Property, a license to use the runway which is a part of Hicks Airfield, on the terms and conditions set forth in the Declaration, and upon payment of the license fee provided for in the Declaration. Grantee specifically acknowledges that it may not, and covenants and agrees that it will not, permit any individual or entity to use the runway except as permitted in the Declaration.

2. In accordance with the Declaration, the Property shall be used as the site for an aircraft hangar, and may additionally be used for such other lawful purposes as are not hereby prohibited. The Property described on Exhibit "A" to this Deed and hereby conveyed to Grantee is a "T Hangar", being a part of a "Common Hangar" (herein so called) which has been constructed by Grantor on the real property specifically described by metes and bounds on Exhibit "B". The Common Hangar will be maintained by Grantee, its

successors and assigns, and the other owners of T Hangars located within the Common Hangar. Specifically, Grantee, its successors and assigns, and the other owners of T Hangars within the Common Hangar shall themselves arrange for and provide: (a) maintenance of the foundation, exterior walls, roof, interior supports, common walls, and all other repairs necessary to the Common Hangar from time to time, and (b) shall maintain such insurance against loss by fire and other casualty and against liability for occurrences in and about the Common Hangar, as they may desire. The Common Hangar shall be maintained at all times in good condition and repair and Grantor, its successors and assigns, shall have no responsibility with respect thereto. All alterations, additions and improvements shall require the prior written approval of the Architectural Control Committee. Without limiting the Architectural Control Committee's right of approval, it is specifically agreed that no structure will be constructed which exceeds such height as shall be the maximum height permitted by applicable law or such lesser height as the Association deems advisable in order to assure the safe use of the runway at Hicks Airfield. All costs of construction shall be the responsibility of Grantee, its successors and assigns, and the other owners of T Hangars within the Common Hangar, and Grantee hereby agrees to and does, indemnify and hold harmless Grantor, its successors and assigns and the Association, from any claim for labor or materials provided with respect to the Property and/or the Common Hangar.

3. Neither Grantor, its successors and assigns, nor the Association, shall have any obligation to provide utilities to the Property. In order that each owner of a T Hangar within the Common Hangar shall have the service of electricity, however, each owner of a T Hangar within the Common Hangar shall have an easement to maintain, and use, with reasonable access thereto, a conduit ^{OR ABOVE} beneath the Common Hangar (generally where such conduits are presently located) to bring wiring from the electrical box located outside the Common Hangar to such T Hangar. Grantee, its

successors and assigns, shall obtain the service of utilities to the Property, if desired. Outside toilets or privities or other types of pit toilets are, however, expressly prohibited. The Association shall have the right, at its option, to encroach upon the boundary lines of the Property for the purpose of laying and maintaining water, sewage and other utility lines as it may from time to time deem necessary or expedient, it being understood that the Association shall have no obligation to provide any such facilities.

4. Grantee, its successors and assigns, shall at all times cause the Property to be used and maintained in accordance with the requirements of all applicable laws, rules and regulations of any governmental authority ("Applicable Laws") and shall use the Common Areas only in accordance with Applicable Laws.

5. The following uses are prohibited:

(a) No vehicles, parts, tools, supplies, or other material shall be stored outside the T Hangar, and the area between the Property and the taxiway/roadway adjacent to the Property shall remain unobstructed at all times.

(b) No antennae, lightning rod or other structure may be constructed or erected on the Property which extends higher than 4 foot over the highest point of any building on the Property.

(c) The storing or selling of fuel is strictly prohibited unless approved in writing by the Association. At no time shall fuel, oil, paint, or other highly flammable products be stored at the Property.

(d) The drilling of wells, water, oil or gas, is prohibited.

(e) All repairs, assembly or disassembly must be performed within the T Hangar.

(f) No noxious, offensive or illegal activities shall be carried on within the Property nor shall

anything be done therein which may reasonably be or become an annoyance or nuisance to other property owners.

(g) No contraband shall be brought to or stored at the Property.

(h) Trash, garbage and other waste shall be kept in a sanitary container and all such containers and other equipment shall be kept in a clean and sanitary condition.

(i) All brush, trash or other fires (except as necessary to repair aircraft) are expressly prohibited.

(j) Except as permitted by the Association, no signs shall be constructed on the Property. Commercial enterprises may, however, construct a sign indicating the name of the business. Neatly painted "For Sale" signs shall also be permitted.

(k) The Property shall not be used as an overnight residence.

(l) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

6. None of the easement areas reserved in the Declaration, shall be obstructed in any manner. No aircraft, automobile, or other vehicle may park or stand in the portion of the Property adjacent to the taxiway/roadway. At no time shall airplanes, automobiles, or other vehicles be left unattended on the taxiway/roadway, on the runway, on the grass strip between the taxiway/roadway and the runway, or in the safety zone.

7. Without limiting any of the other provisions set forth herein, Grantee, its successors and assigns, specifically covenant and agree to pay the license fee for the use of the runway and the regular assessments, special group assessments and special

individual assessments provided for in the Declaration. In the event that Grantee, its successors and assigns, shall fail to do so, the Association shall have such rights and remedies as are provided in the Declaration.

8. These covenants and restrictions are to run with the land and shall be binding upon Grantee, its successors and assigns and all persons claiming under them, unless and until the Declaration is abolished as therein provided.



EXH. "E"

The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION

OF

HICKS AIRFIELD PILOTS ASSOCIATION
CHARTER NUMBER 774944

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE
CORPORATION, DULY SIGNED AND VERIFIED HAVE BEEN RECEIVED IN THIS
OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY
VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES
THIS CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE
ARTICLES OF INCORPORATION.

DATED NOV. 16, 1985



A handwritten signature in cursive script, appearing to read "W. Daniel".

Secretary of State

FILED
In the Office of the
Secretary of State of Texas

NOV 18 1935

Chas. E.
DeWitt, Secretary

ARTICLES OF INCORPORATION
OF
HICKS AIRFIELD PILOTS ASSOCIATION

We, the undersigned, persons of the age of twenty-one (21) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a corporation (hereinafter called the "Corporation") under the Texas Non-Profit Corporation Act, do hereby adopt the following articles of incorporation for the Corporation:

ARTICLE I.

The name of the Corporation is HICKS AIRFIELD PILOTS ASSOCIATION.

ARTICLE II.

The Corporation is a non-profit corporation.

ARTICLE III.

The period of its duration is perpetual.

ARTICLE IV.

The purposes for which the Corporation is organized are:

(a) Generally, to operate, manage and maintain Hicks Field, a private airfield, to be located upon approximately the 50 acres of land in Tarrant County, Texas described on Exhibit "A" annexed hereto and made a part hereof, in accordance with that certain Declaration of Covenants, Conditions and Restrictions to be filed of record in the Deed Records of Tarrant County, Texas, and the By-Laws of the Corporation.

(b) Specifically and primarily, to enter into and perform any contract and to exercise all powers which may be necessary or convenient to accomplish the purposes set forth above.

(c) Notwithstanding any of the above statements of purposes and powers, the Corporation shall not, except to an insubstantial degree, engage in any activities or

exercise any powers that are not in furtherance of the primary purpose of the Corporation. The Corporation is organized and is to be operated pursuant to the Texas Non-Profit Corporation Act, as amended, and does not contemplate pecuniary gain or profit to the members thereof.

ARTICLE V.

The street address of the initial registered office of the Corporation is 1330 Summit, Fort Worth, Texas 76102, and the name of the initial registered agent at such address is Larry G. Wood.

ARTICLE VI.

The number of directors of the Corporation shall be fixed by the By-Laws of the Corporation, but shall not be less than three (3). The number of directors constituting the initial board of directors of the Corporation is three (3) and the names and addresses of the persons who are to serve as the initial board of directors are:

<u>Name</u>	<u>Address</u>
Don L. Davis	1845 Precinct Line Rd., #101 Hurst, Texas 76054
Sam G. McCall, Jr.	1330 Summit Fort Worth, Texas 76102
Bob R. Franks	1845 Precinct Line Rd., #103 Hurst, Texas 76054

ARTICLE VII.

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
Don L. Davis	1845 Precinct Line Rd., #101 Hurst, Texas 76054
Sam G. McCall, Jr.	1330 Summit Fort Worth, Texas 76102
Bob R. Franks	1845 Precinct Line Rd., #103 Hurst, Texas 76054

IN WITNESS WHEREOF, we have hereunto set our hands this
28th day of OCT., 1985.

Don L. Davis
DON L. DAVIS
Sam G. McCall, Jr.
SAM G. McCALL, JR.
Bob R. Franks
BOB R. FRANKS

THE STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared DON L. DAVIS, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, who, after being first duly sworn, declared that he signed said document as an incorporator and that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 28th day of October, 1985.

[S E A L]

Melody Carroll
Notary Public in and for
the State of T E X A S

My Commission Expires:
06/15/87

Printed or Stamped Name:
Melody Carroll

THE STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared SAM G. McCALL, JR., known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, who, after being first duly sworn, declared that he signed said document as an incorporator and that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 28th day of October, 1985.

[S E A L]

Melody Carroll
Notary Public in and for
the State of T E X A S

My Commission Expires:
06/15/87

Printed or Stamped Name:
Melody Carroll

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared BOB R. FRANKS, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, who, after being first duly sworn, declared that he signed said document as an incorporator and that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 24th day of October, 1985.

[S E A L]

Melody Carroll
Notary Public in and for
the State of T E X A S

My Commission Expires:
9/6/87

Printed or Stamped Name:
Melody Carroll

Exhibit "A"

Metes and Bounds Description of the Property.

BEING a tract of land in the M.E.P. and P. R.R. Co. Survey, Abstract No. 1110, the M.E.P. & P. R.R. Co. Survey, Abstract No. 1109, and the G. A. Crinere Survey, Abstract No. 296, situated in Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a railroad spike in the centerline of Hicks-Avondale School Road (County Road No. 4111), said point being, by deed call, in the North line of the M.E.P. & P. R.R. Co. Survey, Abstract No. 1110, and being South 89 degrees, 40 minutes West, 2186.76 feet from the Northeast corner of said survey;

THENCE South 22 degrees 44 minutes 51 seconds East, 16.18 feet passing an iron pin and continuing, in all 1714.63 feet to an iron, said point being the beginning of a curve to the left having a radius of 3850.68 feet and a central angle of 9 degrees 57 minutes 23 seconds;

THENCE Southeasterly 669.14 feet along said curve whose long chord bears South 27 degrees 42 minutes 22 seconds East, 668.30 feet to an iron pin, same being the end of said curve;

THENCE South 32 degrees 42 minutes 26 seconds East, 3048.23 feet to an iron pin for corner;

THENCE South 57 degrees 17 minutes 27 seconds West, 399.57 feet to an iron pin, said point being 50.0 feet and perpendicular to the centerline of the Fort Worth & Denver Railroad tracks;

THENCE 50.0 feet from and parallel to the centerline of said Fort Worth & Denver Railroad tracks, North 32 degrees 42 minutes 57 seconds West, 3048.19 feet to an iron pin for the beginning of a curve to the right having a radius of 4250.68 feet and a central angle of 9 degrees 57 minutes 27 seconds;

THENCE Northwesterly 738.75 feet along said curve whose long chord bears North 27 degrees 42 minutes 31 seconds West, 737.82 feet to an iron pin at the PT of same;

THENCE North 22 degrees 44 minutes 41 seconds West, 1879.49 feet to a railroad spike in the centerline of Hicks-Avondale School Road (County Road No. 4111);

THENCE North 89 degrees 39 minutes 23 seconds East, 432.57 feet to the POINT OF BEGINNING, and containing 50.9403 acres of land, more or less.

EXHIBIT "F"

BY-LAWS

FOR

HICKS AIRFIELD PILOTS ASSOCIATION

Tarrant County, Texas

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 HICKS AIRFIELD PILOTS ASSOCIATION
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BY-LAWS
HICKS AIRFIELD PILOTS ASSOCIATION
A NON-PROFIT CORPORATION

The name of this non-profit corporation shall be
HICKS AIRFIELD PILOTS ASSOCIATION, (the "Association").

ARTICLE I

PURPOSE AND PARTIES

1. The purpose for which the Association is formed is to govern Hicks Field, a private airfield in Tarrant County, Texas, (the "Project"), located upon the approximately 50 acre tract of land described on Exhibit "A" annexed hereto and made a part hereof (the "Property"), the Property having been (or intended to be) subjected to a Declaration of Covenants, Conditions and Restrictions (the "Declaration") imposed (or to be imposed) on the Property by Hicks Airfield, Inc., a Texas corporation (the "Declarant"), and recorded in the Deed Records of Tarrant County, Texas. All definitions contained in said Declaration shall apply hereto and are incorporated herein by reference, unless any term is otherwise used or defined herein.

2. All present or future Owners, tenants, future tenants of any "lot" (as that term is defined in the Declaration) or any other person who might use in any manner the facilities of the Project are subject to the provisions and any regulations set forth in these By-Laws. The mere acquisition, lease or rental of any lot or the mere act of occupancy of a lot will signify that these By-Laws are accepted, approved, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF
CO-OWNERS ("OWNERS"), QUORUM, PROXIES

1. Membership. Membership in the Association, and voting rights, shall be as set forth in the Declaration.

2. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of fifty-one percent (51%) in interests of the Owners (in accordance with the voting rights attributable to the lots owned as set forth in the Declaration, and whenever the term "in interests of the Owners" is used in these By-Laws, it shall have this meaning) shall constitute a quorum; provided, however, that the presence in person or by proxy of thirty-three percent (33%) in interests of the Owners shall constitute a quorum at the first meeting of the Association. In the event a quorum is not present, then the meeting called shall be adjourned, and notice of a new meeting for the same purposes within two (2) to four (4) weeks shall be sent by mail, at which meeting the number of Owners represented in person or by proxy shall be sufficient to constitute a quorum. An affirmative vote of a majority in interests of the Owners present, either in person or by proxy, shall be required to transact the business of the meeting.

3. Proxies. Votes may be cast in person or by written proxy. No proxy shall be valid after eleven (11)

months from the date of its execution unless specifically provided in the proxy. All proxies must be filed with the Secretary or Assistant Secretary of the Association before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

1. Association Responsibilities. The Owners of the lots will constitute the Association which will have the responsibility of administering the Project through a Board of Directors.

2. Place of Meeting. Meetings of the Association shall be held at such suitable place as the Board of Directors may determine.

3. Annual Meetings. The first meeting of the Association shall be held (i) thirty (30) days after the expiration of ninety (90) days from the date upon which there has occurred the conveyance by the Declarant of seventy-five percent (75%) in numbers of the lots at the Project, or (ii) three (3) years after the first lot is conveyed, whichever occurs first. At the sole option of Declarant the first meeting of the Association may be held sooner than set forth above but not later. Thereafter, the annual meetings of the Association shall be held during the same month of each succeeding year with the second annual meeting occurring not sooner than twelve (12) months after the first annual meeting. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Paragraph 5 of Article IV of these By-Laws, The Owners may also transact such other business of the Association as may properly come before them. Each first mortgage on any lot, or its agent, shall have the right to designate a representative to attend the meetings.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by a majority in interests of the Owners which has been presented to the Secretary or Assistant Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of two-thirds (2/3) in interests of the Owners present, either in person or by proxy. Any such meetings shall be held after the first annual meeting and shall be held within thirty (30) days after receipt by the Secretary or Assistant Secretary of such resolution or petition.

5. Notice of Meetings. It shall be the duty of the Secretary or Assistant Secretary of the Association to mail or deliver a notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, to each Owner and first mortgagee of record, at least ten (10) days, but not more than thirty (30) days, prior to such meeting. The mailing of a notice in the manner provided in this Paragraph shall be considered notice served.

6. Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the

Owners who are present, either in person or by proxy, may adjourn the meeting from time to time. Until a quorum is obtained, however, the place of the meetings must remain as stated in the notice.

7. Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

ARTICLE IV

BOARD OF DIRECTORS

1. Number and Qualification. Until the first annual meeting of the Association, the affairs of this Association shall be governed by a Board of Directors consisting of the three (3) persons delineated in the Articles of Incorporation of the Association. At the first annual meeting, there shall be elected any two (2) members of the Association to the Board of Directors (it being understood that the Directors who resign may be reelected) to serve with one remaining Board of Director Member and the new Board of Directors shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.

2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Project including the promulgation of Rules and Regulations for the Project. The Board of Directors may do all such acts and things except as by law or by these By-Laws or by the Declaration may not be delegated to the Board of Directors.

3. Other Powers and Duties. Such powers and duties of the Board of Directors shall include, but shall not be limited to, exercising all powers, and carrying out all duties, of the Association and Board of Directors specified in the Declaration. The Board of Directors may appoint a Managing Agent (herein so called) to carry out the day-to-day operations of the Association subject to supervision of the Board of Directors.

4. No Waiver of Rights. The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provision of the Declaration, these By-Laws or the regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors or the Managing Agent shall have the right to enforce the same thereafter.

5. Election and Term of Office. At the first annual meeting of the Association, the Owners shall elect a

Board of Directors in accordance herewith. The term of office of one of the two (2) Directors elected shall be fixed at two (2) years and the other shall be fixed at one year. The remaining Director shall serve for one (1) year after the first annual meeting. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their resignation or until successors have been elected and hold their first meeting, except as is otherwise provided.

6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority in interests of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

8. Organizational Meeting. The first meeting of a newly elected Board of Directors following the annual meeting of the Owners shall be held within ten (10) days thereafter at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors but at least one such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

10. Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one or more Director.

11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the

acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, which thereafter a quorum is obtained, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. Fidelity Bonds. The Board of Directors shall require that the Association maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements: all shall be written for an amount at least equal to the estimated maximum of funds, including reserves, in the custody of the Association, but in no event shall the aggregate of such bonds be an amount less than a sum equal to three (3) months' aggregate assessments on all Lots plus reserves; all shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; all shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty days' prior written notice to each holder, insurer and guarantor of any first mortgage on any Lots. The premiums on such bonds shall be paid by the Association.

14. Compensation. No member of the Board of Directors shall receive any compensation for acting as such.

ARTICLE V

FISCAL MANAGEMENT

The provision for fiscal management of the Project for and in behalf of all of the Owners as set forth in the Declaration shall be supplemented by the following provisions:

Accounts. The funds and expenditures of the Owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be expenses of the Association:

(a) Current expense, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement (sinking fund), which shall include funds for repair or replacement required because of damage, wear or obsolescence.

ARTICLE VI

OFFICERS

1. Designation. The officers of the Association shall be a President, a Vice President and a Secretary/Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, elect. Such officers may be (but need not be) members of the Board of Directors. The office of the Vice President and Secretary/Treasurer may be held by the same person.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office subject to the continuing approval of the Board.

3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any regular or special meetings.

5. Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

6. Secretary. The Secretary shall keep all the minutes of the meeting of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary and as is provided in the Declaration and the By-Laws.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Lots owned by such member, and the percentage of each aggregate regular assessment, by Lot, for which such Owner is responsible. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7. Assistant Secretary. The Assistant Secretary shall have all the powers and authority and perform all the functions and duties of the Secretary, in the absence of the Secretary, or his inability for any reason to exercise such

powers and functions or perform such duties, and also perform any duties he is directed to perform by the Secretary.

8. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent within fifteen (15) days after the first day of each month.

ARTICLE VII

INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

1. Civil or Criminal Proceedings. The Association shall have the power to indemnify any Officer, Director, or Managing Agent thereof, who was, or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not by or in the right of the Association) by reason of the fact that such person is or was an Officer, Director, or Managing Agent of the Association, against expenses (including but not limited to attorneys' fees and cost of the proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with or in defense of such action, suit or proceeding if such person acted in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association. Provided, that with respect to: (1) any criminal action or proceeding, such person had no reasonable cause to believe that his conduct was unlawful; or (2) any civil claim, issue or matter, such person shall not be guilty of gross negligence or willful misconduct in the performance of his duties to the Association. Termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person had reasonable cause to believe that his conduct was unlawful, or that such person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, all such matters being determined solely and exclusively for the purpose of indemnification as herein provided.

Indemnification under the preceding Paragraph shall be made by the Association only as authorized in each specific case upon the determination that indemnification of such person is proper in the circumstances because he has met the applicable standards of conduct as set forth herein. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (2) if such a quorum is not obtainable by (a) independent legal counsel in a written opinion, or (b) the members of the Association and no member shall be disqualified from voting because he is or was party to any such action, suit or proceeding. Indemnification so determined may be paid, in part, before the termination of such action, suit or

proceeding upon the receipt by the Association of an undertaking by or on behalf of the person claiming such indemnification to repay all sums so advanced if it is subsequently determined that he is not entitled thereto as provided in this Article.

To the extent that an Officer, Director or Managing Agent of the Association has been successful on the merits or otherwise in the defense of any action, suit or proceeding, whether civil or criminal, such person shall be indemnified against such expenses (including costs and attorneys' fees) actually and reasonably incurred by him in connection therewith.

Indemnification provided herein shall be exclusive of any and all other rights and claims to which those indemnified may be entitled as against the Association, and every Director or Officer thereof under any By-Law, resolution, agreement or law and any request for payment hereunder shall be deemed a waiver of all such other rights, claims or demands as against the Association and each Director, Officer and employee thereof. The indemnification provided herein shall inure to the benefit of the heirs, executors, administrators and successors of any person entitled thereto under the provision of this Article.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.

All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as expenses of the Association; provided, however, that nothing contained in this Article VII shall be deemed to obligate the Association to indemnify any member who is or has been a Director or Officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration and these By-Laws that were assumed or incurred outside of his conduct specifically related to the fulfillment of his duties as an Officer or Director of the Association.

2. Other. Contracts or other commitments made by the Board of Directors, Officers or the Managing Agent shall be made as agent for the Association, and they shall have no personal responsibility on any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners), and the liability of any Owner on such contract or commitment shall be limited to such proportionate share of the total liability thereof proportionately divided between each lot in accordance with the share of regular assessments attributable to such lot as provided in the Declaration.

ARTICLE VIII

AMENDMENTS TO BY-LAWS

1. Amendments to By-Laws. These By-Laws may be amended in writing by the Association at a duly constituted meeting called for such purpose or in any regular meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment. Amendments to these By-Laws may be made upon approval of sixty-seven percent (67%) in interests of the Owners.

ARTICLE IX

MORTGAGES

1. Notice to Association. An Owner who mortgages his lot shall notify the Association through the Managing Agent, if any, or the Secretary or Assistant Secretary of the Association, giving the name and address of his mortgagee. The Association shall maintain such information.

2. Notice of Unpaid Assessments. The Board of Directors, upon written request by a mortgagee of a lot or by an insurer or guarantor of a first mortgage on a lot, shall promptly report any default by the Owner thereof and any unpaid assessments due from the Owner thereof which remain unpaid for sixty (60) days after the date on which said assessment became due.

3. Notice of Default. The Board of Directors, when giving notice to an Owner of a default in paying assessments or other default, shall send a copy of such notice to each holder, insurer and guarantor of a first mortgage covering such lot whose name and address has therefore been furnished to the Board of Directors.

4. Examination of Declaration, By-Laws and Books and Financial Statements. Each Owner, mortgagee, and insurer of a lot and each insurer and guarantor of any first mortgage on any lot shall be permitted to examine the Declaration, these By-Laws, all other rules and regulations promulgated by the Association, and the books of account of the Association at reasonable times on business days after notice of request therefor. Upon written request by a holder, insurer or guarantor of any first mortgage on any lot, the Board of Directors shall send to such holder, insurer or guarantor an audited financial statement, if any, of the Association for the immediately preceding fiscal year.

5. Notice to Mortgagee, Insurer and Guarantor. If requested by any mortgagee of any lot or any insurer or guarantor of any first mortgage on any lot, the Board of Directors shall give to such mortgagee, insurer or guarantor notice in writing of any loss to, or taking of, the Common Elements of the Project if such loss or taking exceeds \$10,000.00 or damage to a lot covered by such mortgage exceeds \$1,000.00.

ARTICLE X

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS
AND DESIGNATION OF VOTING REPRESENTATIVE

1. Proof of Ownership. Except for those Owners who initially purchase a lot from Declarant, any person, on becoming an Owner of a lot, shall furnish to the Managing Agent or Board of Directors a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in the lot, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

2. Registration of Mailing Address. The Owner or several Owners of an individual lot shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a lot Owner(s) shall be furnished by such Owner(s) to the Managing Agent or Board of Directors within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the lot or by such persons as are authorized by law to represent the interest of (all of) the Owner(s) thereof.

All notices or demands intended to be served upon the Association or the Board of Directors thereof shall be sent certified mail, postage prepaid, to HICKS AIRFIELD PILOTS ASSOCIATION, Attn: Don Davis, 1845 Precinct Line Road, Suite 101, Hurst, Texas 76054 or such other address as the Board of Directors may establish by notice to all Owners.

3. Designation of Voting Representative - Proxy. If a lot is owned by one person, his right to vote shall be established by the record title thereto. If title to a lot is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such Owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the Owners themselves might collectively cast if they were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that no proxy shall be valid after eleven (11) months from the date of execution unless specifically provided therein. Within thirty (30) days after such revocation, amendment or termination, the Owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this Paragraph 3.

The requirements herein contained in this Article X shall be first met before an Owner of a lot shall be deemed in good standing and entitled to vote at an annual or special meeting of members.

ARTICLE XI

OBLIGATIONS OF THE OWNERS

1. License Fee and Assessments. Each Owner shall pay the license fee and assessments against his lot(s) as provided in the Declaration.

2. Compliance With Restrictions Governing the Project. Each owner shall comply fully with the following:

- (a) The Declaration;
- (b) The restrictions and other covenants and agreements contained in the Warranty Deed by which such Owner acquired his lot(s);
- (c) These By-Laws;
- (d) The Rules and Regulations from time to time adopted by the Association; and
- (e) All provisions of applicable law, whether federal, state or local.

Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Project was established.

3. Notice of Lien or Suit. An Owner shall give notice to the Association of every lien or encumbrance upon his lot, other than for taxes and assessments, and notice of every suit or other proceeding which may affect the title to his lot, and such notice shall be given within five (5) days after the Owner has knowledge thereof.

4. Mechanic's Lien. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's liens filed against other lots and the Common Elements for labor, materials, services or other products incorporated in the improvements located on such Owner's lot. In the event such a lien is filed and/or a suit for foreclosure of a mechanic's lien is commenced, then within ten (10) days thereafter such Owner shall be required to deposit with the Association cash or negotiable securities equal to one and one-half (1½) of the amount of such claim plus interest for one (1) year together with the sum equal to ten percent (10%) of the amount of such claim, but not less than FIVE HUNDRED and 00/100 DOLLARS (\$500.00), which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees incurred for legal advice and counsel. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursement of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees incurred by the Association, shall be paid forthwith by the subject Owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the Owner and constitute a lien against his lot that may be foreclosed as is provided in the Declaration for non-payment of debts to the Association. All advancements, payments, costs and expenses, including attorney's fees, incurred by the Association shall be forthwith reimbursed to it by such Owner(s), and the Owner(s) shall be liable to the Association

for the payment of interest at the maximum rate permitted by law on all such sums paid or incurred by the Association.

5. Right of Entry. Each Owner shall and does grant the right to maintain a key and the right of entry to the Managing Agent or to any other person authorized by the Association in case of an emergency originating in or threatening his lot, whether the Owner is present at the time or not.

6. Rules and Regulations. The Board of Directors, pursuant to Paragraph 2 of Article IV of these By-Laws, reserves the power to establish, make and enforce compliance with such Rules and Regulations as may be necessary or desirable for the efficient and enjoyable operation, use and occupancy of the Project with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each Owner prior to the date when the same shall become effective.

7. Destruction or Obsolescence. Each Owner, upon becoming an Owner of a lot, hereby grants his power of attorney in favor of the Association, irrevocably appointing the Association his attorney in fact to deal, at its option, with the Owner's lot upon its damage, destruction or obsolescence.

ARTICLE XII

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

1. Abatement and Enjoinment. The violation of any Rule or Regulation accepted by the Board of Directors, or the breach of any By-Law, or the breach of any provision of the Declaration, or the breach of any restriction, covenant or agreement contained with the deed by which an Owner acquired his lot(s), shall give the Board of Directors or the Managing Agent the right, in addition to any other rights set forth therein, (i) to enter the lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out, any person, animal, or thing whatsoever using such force as may be necessary in so doing, without being liable to prosecution or any damages therefor; and (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. The Board of Directors, or Managing Agent, may assess a fine of up to \$250.00 for each occurrence against any Owner violating the Rules and Regulations, these By-Laws, the Declaration, or any restriction, covenant or agreement contained within the deed by which an Owner acquired his lot(s), in addition to any other remedies provided herein or in the Declaration.

ARTICLE XIII

WAIVER OF SUBROGATION

Each and every Owner and/or occupant subject to these By-Laws agrees, by acceptance hereof, to grant and

hereby does grant a waiver of subrogation in favor of each and every other Owner and/or occupant, regarding any claims or rights each may have under any insurance policies of physical damage regarding his lot or contents therein held by him individually. To the extent any lot or contents therein is uninsured (beyond any coverage required to be maintained as herein prescribed), each Owner and/or occupant shall and hereby does waive his right of recovery against all other owners and/or occupants, and shall hold harmless all other Owners and/or occupants to the same extent that he would have had he made recovery for such damaged lot or contents therein under a standard "replacement value" insurance policy insuring same.

ARTICLE XIV

COMPENSATION

This Association is not organized for profit. No Owner, member of the Board of Directors, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any Owner (other than Declarant, under the circumstances and as provided in the Declaration), member of the Board of Directors, or officer, provided, however, always (1) that reasonable compensation may be paid to any member, manager or officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member, manager or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XV

EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments, conveyances or encumbrances including promissory notes, shall be two, one of each of the President or Vice President and the Secretary or Assistant Secretary of the Association.

ARTICLE XVI

PROXY TO TRUST

Lot Owners shall have the right to irrevocably constitute and appoint the beneficiary of a deed of trust their true and lawful attorney to vote their membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominees any and all rights, privileges, and powers that they have as Owners under the By-Laws of this Association or by virtue of the Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary or Assistant Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy.

Such proxy shall be valid until withdrawn by said Beneficiary or until such time as a release of the beneficiary's deed of trust is executed and a copy thereof delivered to the Secretary or Assistant Secretary of the Association. Nothing herein contained shall be construed to relieve Owners, or to impose upon the beneficiary of the deed of trust, the duties and obligations of an Owner.

ARTICLE XVII

CONFLICTING OR INVALID PROVISIONS

Notwithstanding anything contained herein to the contrary, should all or part of any Article of these By-Laws be in conflict with the provisions of the laws of the State of Texas, including specifically the Texas Non-Profit Corporation Act, as amended, such laws shall control; and should any part of these By-Laws be invalid or inoperative for any reason, the remaining parts, so far as is possible and is reasonable, shall be valid and operative.

By our signatures hereto the undersigned, being all of the initial Directors of the Association, hereby adopt the foregoing By-Laws for the Association as of the 3rd day of DEC., 1985.

Don Damm

Bob P. Frank

Larry McHenry

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Return to:

LAW OFFICES OF LARRY G. WOOD
1330 SUMMIT AVE.
FORT WORTH, TX 76102

'85 DEC 11 P3:12

COCLER
[Handwritten signature]

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the Named Records
of Tarrant County, Texas, as stamped hereon by me.

DEC 11 1985



Madeline Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS