

AMENDMENTS TO  
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LAKESIDE AIRPORT SUBDIVISION SECTIONS ONE, TWO AND  
WEST HOUSTON AIRPORT SECTION TWO

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That the Owners of at least fifty-one percent or more of the total area within the unrecorded subdivisions in Harris County, more particularly described in Exhibit A attached hereto, acting in accordance with the Declarations of Covenants, Conditions and Restrictions for Lakeside Airport Subdivision, Section One which are recorded under Clerk's File Number G748335, Lakeside Airport Subdivision, Section Two, which are recorded under Clerk's File Number J215014, and West Houston Airport Subdivision, Section Two which are recorded under Clerk's File Number J794421 hereby amend and restate said restrictions, which amendment and restatement are a restatement and amendment of all prior documents and shall replace and supersede all prior Declarations of Covenants, Conditions and Restrictions for Lakeside Airport Subdivision, Sections One and Two and West Houston Airport Subdivision, Section Two, as of January 1, 2000, the renewal date stated in the prior Declarations of Covenants, Conditions and Restrictions described herein above.

(2)  
lee  
lee

RESTATED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
FOR  
WEST HOUSTON AIRPORT SUBDIVISION

WHEREAS, Article III, Section 2 of the above referenced Declarations of Covenants, Conditions and Restrictions provides that the Owners of fifty-one percent or more of the total area within the above referenced subdivisions may modify said covenants and restrictions as of January 1, 2000 by recording a signed and acknowledged document in the Real Property Records of Harris County Texas prior to January 1, 2000;

WHEREAS, the undersigned deem it to be in the best interest of the present Owners and any other persons who may purchase property in the above referenced subdivisions to establish and maintain a uniform plan for the improvement and development of the subdivisions as a highly restricted and modern subdivision of aircraft facilities of the highest quality;

WHEREAS, it is the intent of the undersigned owners to establish a subdivision to compliment the West Houston Airport and to enjoy but not compete with the Airport's rights, services, concessions, privileges and business interests;

NOW THEREFORE, it is hereby declared that all of the properties described above shall

be known as West Houston Airport Subdivision (Airport Subdivision) and shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These covenants, restrictions and conditions shall run with said real property and be binding upon all said real property or any part thereof and all occupants thereof and shall be binding upon and inure to the benefit of each owner thereof, their heirs, personal representatives, successors and assigns.

## ARTICLE I DEFINITIONS

SECTION 1.01. "Tract" shall mean and refer to any improved or unimproved plot of land located in the Subdivision, save and except the strips of land (Taxi Strips) owned by West Houston Airport Corporation, (Airport), for access purposes. For the purposes expressed in Article IV, the term Vacant Tract shall be defined as a Tract with no landscaping, no improved parking areas, no signs, no fences, in short, no visible improvements of any kind.

SECTION 1.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to the surface of any property, including Taxi Strips and Tracts, which is a part of the Subdivision including contract sellers, but excluding those having such interest merely as security for the performance of any obligations. However, the term "Owner" shall include any mortgagee or lien holder who acquires fee simple title to any Tract through judicial or nonjudicial foreclosure.

SECTION 1.03. "Subdivision" shall mean and refer to that certain real property within the perimeters of the legal description of the Airport Subdivision as described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 1.04. The "Airport" shall mean and refer to West Houston Airport Corporation and its successors or assigns.

SECTION 1.05. "Taxi Strip" shall refer to that certain tract of land described in Exhibit "B" attached hereto and made a part hereof for all purposes, providing access to the Subdivision and each individual Tract.

SECTION 1.06. "Frontage Tracts" shall mean those Tracts described in Exhibit "C" attached hereto and made a part hereof for all purposes.

SECTION 1.07. "West Houston Airport" shall mean the airport facility located on that certain tract described in Exhibit "D" attached hereto and made a part hereof for all purposes.

SECTION 1.08. "Association" shall mean and refer to West Houston Airport Subdivision Owners Association, Inc., a nonprofit corporation, and its successors and assigns.

SECTION 1.09. "Reimbursement Assessment" shall mean an assessment against a particular Owner and his Tract for the purposes of reimbursing the Association for expenditures and other costs of the Association incurred in curing any violations of Article V, Section 5.18 or Article VI, Section 6.02 of the Declaration of Covenants, Conditions and Restrictions; repairing any damage to the Taxi Strips attributable to the Owner and/or his related users, contractors, agents, tenants, and employees; or enforcing the Declaration of Covenants, Conditions and Restrictions or the Rules and Regulations.

SECTION 1.10. "Specific Assessment" shall mean a fine in the form of an assessment against a particular Owner and his Tract for the violation of the Rules and Regulations and/or this Declaration of Covenants, Conditions and Restrictions by the Owner and/or his related users, contractors, tenants, agents, guests and employees.

## ARTICLE II

### WEST HOUSTON AIRPORT SUBDIVISION OWNERS ASSOCIATION

SECTION 2.01. Management by Association. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, administration, and operation of the Subdivision as provided for herein and as provided for in the Articles of Incorporation, Bylaws, and the Rules and Regulations. In the event of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control; and in the event of a conflict between the Articles of Incorporation or the Bylaws and the provisions of the Declaration, the provisions of the Declaration shall control. The business and affairs of the Association shall be managed by its Board of Directors, unless otherwise reserved to the Members of the Association by law, the terms of the Declaration, Articles of Incorporation, or the Bylaws. It shall be the responsibility of each Owner or occupant of a Tract to obtain copies of and become familiar with the terms of the Declaration, Articles of Incorporation, Bylaws, Guidelines and Rules and Regulations.

The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Declaration, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, or other matters of mutual interest.

SECTION 2.02. Board of Directors. The number, term, and qualifications of the

members of the Board of Directors shall be governed by the Articles of Incorporation and the Bylaws as they may be amended from time to time.

SECTION 2.03. Membership. Every Owner, as defined in Section 1.02 above, shall be deemed to have a membership in the Association. The rights and privileges of membership may be exercised by a member, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations. The membership rights of a Tract owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the Bylaws.

SECTION 2.04. Power to Adopt Rules and Regulations. The Association, through its Board of Directors, may adopt, amend, repeal, and enforce Rules and Regulations, guidelines, and enforcement provisions as it deems necessary or desirable with respect to the interpretation and implementation of the Declaration, the operation of the Association, and the use of property and Tracts within the Subdivision. Any such Rules and Regulations shall be reasonable and uniformly applied to all Owners and their family, tenants, and guests. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule and/or Regulation shall be given by depositing in the mail to each Owner a copy of such Rule or Regulation, and copies of the currently effective Rules and Regulations, and shall be made available to each Owner or occupant of a Tract upon request and payment of the reasonable expense of supplying the same. Each Owner and occupant shall comply with such Rules and Regulations and each Owner shall see that all tenants and residents of his Tract comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in, and were part of, this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

SECTION 2.05. Implied Powers. The Association may exercise any right, power or privilege given to it expressly by this Declaration, the Articles of Incorporation, the Bylaws, the Texas Property Code or the Non-Profit Corporation Act, every other right, power or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right, power or privilege and every other right or remedy at law or in equity.

### ARTICLE III VOTING RIGHTS

The Association shall have two classes of voting memberships.

SECTION 3.01. Class "A" Members All Tract Owners shall be Class A members and

shall be entitled to one vote for each Tract in which they hold the interest required for ownership by Article I, Section 1.02 above. When more than one person hold such interest in any Tract, all such persons shall be members. The vote for such Tract shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any Tract.

SECTION 3.02. Class "B" Member Airport shall be a Class B member and shall be entitled to a total of (a) fifty (50) votes plus (b) one (1) vote for each Tract it owns as a Class A Member.

#### ARTICLE IV MAINTENANCE FUND

SECTION 4.01. Maintenance Fund Obligation. Each Owner of a Tract, by virtue of ownership of such Tract, is deemed to covenant and agrees to pay to the Association, in advance, an Annual Maintenance Assessment on January 10th of each year, and any other assessments, including but not limited to Special, Specific and Reimbursement Assessments, or charges hereby levied, (collectively referred to as the "Maintenance Charge"). The Maintenance Charge, and late fees together with such interest thereon and costs of collection thereof, including attorneys' fees, shall be a charge on the Tracts and shall be secured by a continuing lien upon the property against which each such Maintenance Charge and other charges are made and shall also be the continuing obligation of the Owner of such Tract at the time when the Maintenance Charges became due. Although the prior Owner shall not be released from the obligation to pay for past due Maintenance Charges, (which shall remain that Owner's obligation until paid), the Assessment Lien, (hereinafter defined), shall be unaffected by any sale, conveyance, or assignment of a Tract and shall continue in full force and effect.

(a) The maximum Annual Maintenance Assessment on each Tract in the year 2000 shall be One Thousand Dollars (\$1000.00).

(b) From and after January 1, 2001, the maximum Annual Maintenance Assessment may be increased each year by an amount not more than ten percent (10%) of the Annual Maintenance Assessment for the previous year without a vote of the Owners.

(c) From and after January 1, 2001, the maximum Annual Maintenance Assessment may be increased by more than ten percent (10%) of the Annual Maintenance Assessment for the previous year by a vote of two-thirds (2/3) of the Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the Annual Maintenance Assessment at an amount not to exceed the maximum permitted herein. The Board shall cause notice of the amount of

the Annual Maintenance Assessment to be levied against each Tract for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the calendar year. Provided however, that notice of the Annual Maintenance Assessment for the year 2000 shall be delivered as soon as possible after January 1, of the year 2000.

(e) In addition to the Annual Maintenance Assessment authorized above, the Board of Directors of the Association may levy, in any assessment year, a Special Assessment applicable to that year only to cover extraordinary expenses, including but not limited to the cost of repair of storm damage to Association property, compliance with governmental regulations and legal expenses.

(f) Both Annual Maintenance Assessments and Special Assessments must be fixed at a uniform rate; provided, however, Owners of Vacant Tracts shall only pay twenty five percent (25%) of both Annual Maintenance Assessments and Special Assessments attributable to its Vacant Tracts.

(g) No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association, Airport or Board to take some action or perform some function required to be taken or performed by the Association, Airport or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association or the Airport, or from any action taken to comply with any law, ordinance, or with any other directive of any municipal or other governmental authority.

#### SECTION 4.02. Basis of the Maintenance Charge

(a) The Maintenance Charge shall be used to create a fund to be known as the "Maintenance Fund," which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Tract to the Association annually, in advance, on or before the tenth day of the first month of each calendar year, or on such other basis (monthly, quarterly or semi-annually) as the Board of Directors of the Association may designate in its sole discretion. Provided, further, the Owners shall begin paying the Maintenance Charge in January, 2000.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner obligated to pay the same or foreclose the hereinafter described lien against the Owner's Tract or both. Any owner who is not current in payment of any portion of the

Maintenance Charge, the license fees due to the Airport or the easement fee due to the Airport shall automatically lose the right to vote on any Association or Subdivision matters. During the period in which the right of the defaulting Owner to vote has been suspended all quorum or percentage requirements shall be lowered to reflect the subtraction of that Owner's right to vote.

SECTION 4.03. Creation of Lien. In order to secure the payment of the Maintenance Charge, and other charges hereby levied, a vendor's lien for the benefit of the Association, shall be and is hereby reserved, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Charge and other charges and assessments hereby levied, each Owner of a Tract in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a lien, (the Assessment Lien), on such Tract which may be foreclosed on by judicial foreclosure or by non-judicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record in the Real Property Records of Harris County, Texas. Following any such foreclosure, each occupant of any such Tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In event of nonpayment by any Owner of any Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 4.03 to comply with the provisions of Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of Section 51.002 of the Texas Property Code hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Harris County, Texas, amend the provisions hereof so as to comply with any amendments to Section 51.002 of the Texas Property Code.

SECTION 4.04. Liens Subordinate to Mortgages. The liens described in this Article

IV and the superior title herein reserved shall be deemed subordinate to a first lien of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Tract and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Tract who obtains title to such Tract pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Tract free and clear of any claims for unpaid Maintenance Charges or other charges or assessments against such Tract which accrued prior to the time such holder acquires title to such Tract. No such sale or transfer shall relieve such transferee of title to a Tract from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Tract shall not affect the Association's lien for Maintenance Charges or other charges or assessments.

SECTION 4.05. Purpose of the Maintenance Charge. The Maintenance Charge levied by the Association shall be used for the purpose of providing for the management, administration, and operation of the Subdivision. The Maintenance Fund may be expended by the Board of Directors of the Association for enforcement of the Rules and Regulations and this Declaration of Covenants, Conditions and Restrictions, and for the security, insurance, promotion of the subdivision and any purpose which, in the judgment of the Association, will tend to maintain the property values in the Subdivision. It is understood that the judgment of the Board of Directors of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

## ARTICLE V USE RESTRICTIONS AND OWNER'S COVENANTS

SECTION 5.01. Use of Land and Buildings. The use restrictions contained herein apply to the use of land and the use of buildings, as well as to the type of building on all Tracts within the Subdivision.

SECTION 5.02. Private Non-Commercial Hangar Usage Requirement and Variance Procedure. Each and every Tract in the Subdivision is hereby restricted to private, non-commercial aircraft hangar usage, including the hangaring, keeping, maintaining and operating of aircraft. "Private, non-commercial aircraft hangar use," as used herein, shall be defined as use for the storage of at least one aircraft at all times and shall be held and construed to exclude the following activities:

- (a) aircraft sales and/or the brokerage of aircraft;
- (b) fuel and oil sales and related servicing for aircraft;



- (c) aircraft repair and maintenance for hire;
- (d) aircraft painting or upholstery services for hire;
- (e) aircraft radio and instrument sales or repair services for hire;
- (f) aviation flight training school, including ground school, rentals, flying clubs or other instructions;
- (g) aircraft dealership or distributorship;
- (h) air taxi, air ambulance, air freight, or other scheduled or unscheduled aircraft charter or passenger service for hire;
- (i) aircraft manufacturing or outfitting including the salvaging of aircraft or parts thereof for hire;
- (j) any service activity, such as a restaurant, cafeteria or snack bar, which is closely associated with and reasonably related to the Airport's normal and usual operation;
- (k) the leasing of aircraft;
- (l) any solicitation of any kind or solicitation of another Owner's hangar tenants; and
- (m) any other commercial aviation enterprise.

Provided however, the Board of Directors, by the vote or written consent of a majority of the members thereof, and the approval of the Airport may allow reasonable variances to the above listed exclusions on such terms and conditions as the Board of Directors and the Airport shall require. The Board of Directors may also grant reasonable variances allowing non-aircraft commercial uses on such terms and conditions as the Board of Directors may require. Living quarters for pilots or guards may be constructed in a hangar only on such terms and conditions as the Board of Directors may require and with written approval of the variance by a majority of the Board of Directors. Any variances must be in writing and be signed by the President of the Association and the Owner receiving the variance.

SECTION 5.03. Temporary Structures. No trailer, mobile home, tent, shack or other temporary dwelling or structure shall ever be placed on any Tract within the Subdivision at any time. Notwithstanding any provisions herein contained to the contrary, it shall be permissible for the builder of any aircraft hangar during construction on such hangar to maintain upon any

portion of such Tract where the hangar is being constructed, such facilities as may be reasonably required, convenient or incidental to the construction of the hangar, including without limitation a temporary office and storage area. Such temporary office and storage area must be removed totally from the Tract immediately upon completion of the hangar or after a reasonable period not to exceed eight (8) months.

SECTION 5.04. Storage of Flammables. No part of a Tract shall ever be used for the bulk storage or sale of automotive gasoline, aviation gasoline, diesel fuel, jet fuel, lubricating oil or other petroleum products or other fuels. However, this limitation does not preclude any keeping in stock of a reasonable supply of lubricating oil, grease, or hydraulic fluid to be used exclusively with the private, non-commercial aircraft hangar usage of any Tract.

SECTION 5.05. Construction Standards. All buildings constructed on any Tract shall contain not less than 3,600 square feet base floor area and shall be not more than thirty-five feet (35') in height or such other maximum height as recommended by the Federal Aviation Administration. Each hangar constructed on any Tract shall have its main hangar door open toward that portion of the Taxi Strip abutting such Tract. No Owner shall construct or have constructed any building or other structure within five feet (5') of the property line of any adjoining tract not owned by such Owner. No light, antenna or satellite dish shall be mounted on the exterior portion of any building in such a manner as to create a hazard to West Houston Airport traffic. All buildings constructed on Frontage Tracts shall have mounted on their highest extremity at each end an obstruction light, to be maintained in good working order by the Owner of such Frontage Tract at all times. No building shall be constructed in any way utilizing wood frame or support except for office areas or Board approved living areas within the confines of the structure. All buildings shall have a semi-permanent exterior finish of the highest quality.

SECTION 5.06. Supplemental Construction Standards. The Board of Directors, in its discretion, may provide supplemental construction standards and, if and when such supplemental construction standards are provided, they shall be used as the basis for review and approval or disapproval of plans. Such Supplemental Construction Standards shall have the same force and effect as if they were set forth in, and were part of, this Declaration. In the event of conflict between the Supplemental Construction Standards and the provisions of this Declaration, the provisions of this Declaration shall prevail.

SECTION 5.07. Approval Requirements. No building or other structure shall be erected or placed on any Tract or any part thereof nor subsequently added to or modified in any way unless said building, structure, addition, or modification fully complies with all specifications and standards as to structural integrity appropriate thereto as set forth in the Southern Building Code for the Texas Gulf Coast region (or such other standard building or engineering code, guidelines, or regulations as may be applicable and generally recognized and followed at the time by the building and construction industry and trades in Harris County, Texas), and all

529-93-1218

engineering and construction plans and specifications therefor must be prepared and/or fully approved in writing by a registered professional engineer.

All construction or changes to existing structures on any Tract must have the prior approval by the Association acting through the Board of Directors of the West Houston Airport Subdivision Owners Association. No building or other improvement, including but not limited to awnings, windows, doors and fences, shall be constructed on any Tract and no changes shall be made in any building or improvement, including but not limited to awnings, windows, doors and fences, which may hereafter be constructed thereon until plans and specifications therefor shall have been submitted to and approved by the Board of Directors of the Association as to type and quality of materials, compliance with these restrictions, the Supplemental Construction Standards adopted by the Board, color, harmony of exterior design with existing structures on the Tract or on other Tracts in the area, and location with respect to topography and finished ground elevations.

An application fee schedule reflecting administrative costs will be established by the Board. All applications for approval must be accompanied by payment of the appropriate fee.

The Board of Directors shall in writing advise the party submitting the plans and specifications of (i) the approval thereof or (ii) the segments or features which are deemed by the Board of Directors to be inconsistent or not in conformity with this Declaration. In the event the Board of Directors does not, within thirty (30) days after receipt by the Board of such plans and specifications, give written notice of the disapproval or objections to features thereof, the approval of the Board shall be deemed to have been given. All buildings shall be built and all other improvements shall be made in accordance with drawings and specifications as the same may have been finally approved by the Board of Directors.

The Board of Directors will not review the plans and specifications for compliance with codes, soundness of construction, adequacy of drawings and specifications or otherwise and shall not be liable to any person under any theory or under any circumstances in connection with its approval or disapproval of drawings and specifications including, without limitation, any liability based on soundness of construction, adequacy of drawings and specifications or otherwise.

Section 5.08. No Subdivision of Tracts. No Tract may be subdivided.

SECTION 5.09. Helicopters. Helicopters shall not be allowed to land or be stored on any Tract without the written approval of the Board and the Airport. No Tract shall ever be used as a Heliport. The operation of helicopters by Owners and their tenants, invitees or employees is subject to the rules and regulations of West Houston Airport and of the West Houston Airport Subdivision Owners Association so as not to interfere with the air traffic of West Houston Airport and so as not to create a nuisance to adjacent Owners. All Owners shall,

prior to the operation of any helicopters on any Tract, pave or cause to be paved all of such Tract (except where buildings have been constructed) with (i) concrete or (ii) asphalt which is "seal coated" every five (5) years in order to prevent flying debris caused by the operation of such helicopters. The Airport may publish rules and regulations governing the number, size, flight pattern and/or other requirements for helicopter operation. Such rules and regulations shall have the same authority, force and effect as these restrictions.

SECTION 5.10. Other Aircraft. Sailplanes, balloons, gliders, flyable model airplanes, kites, gyrocopters, ultralites and hang gliders shall not be used, operated, or allowed to land on any Tract without the prior written approval of Airport. However, this does not preclude the "dead storage" of these crafts within the confines of the hangars, provided they are not operated within the confines of the Subdivision or West Houston Airport without the prior written approval of Airport.

SECTION 5.11. No Tie-Downs. No aircraft shall be kept or tied-down outside of any hangar on any Tract. Aircraft shall be properly hangared when not in use.

SECTION 5.12. No T-Types. No T-Type structure aircraft hangar or open walled buildings shall be constructed or placed on any Tract.

SECTION 5.13. No Additional Structure. The only structure allowed on any Tract is a hangar. No additional structures, including but not limited to storage sheds, dog runs, or garages, shall be constructed or placed on any Tract.

SECTION 5.14. Annoyance and Nuisance. No unlawful, noxious or offensive activity shall be conducted or maintained in the Subdivision and/or on any Tract, nor shall anything be done or permitted to be done thereon which may be or become a nuisance to other Owners and/or Tracts in the Subdivision or to West Houston Airport. The Association acting through the Board of Directors may adopt guidelines defining what acts, omissions and conditions constitute a nuisance. No Owner shall conduct or allow to be conducted on any Tract any activity which is unlawful, or illegal or which is noxious or offensive or constitutes a nuisance or an environmental or health hazard. Specifically and without limitation of the foregoing, the use or discharge of pistols, rifles, shotguns, and other firearms is strictly prohibited within the Subdivision or any part thereof. This restriction, however, shall not apply to the reasonable possession of a firearm by a person permitted by law to carry a hand gun or the reasonable possession and use of firearms in conjunction with the normal employment duties of a properly trained and currently licensed security guard on the premises of any building.

SECTION 5.15. Safety. All activity and building usage on any Tract within the Subdivision will be conducted in a safe manner and according to Federal Aviation Administration and West Houston Airport regulations and in compliance with all police, health, sanitary,

529-93-1220

building or fire code regulations.

SECTION 5.16. No Storage in Public View. No boat trailers, boats, travel trailers, utility trailers, motor homes, campers or other vehicles of any kind, equipment, materials or objects of any kind shall be stored on any Tract within the Subdivision unless totally within the confines of Owner's building. None of the above listed vehicles, equipment or objects of any kind shall be placed, stored or kept on Taxi Strips or easements in the Subdivision. Operating, currently licensed passenger vehicles such as automobiles and pickup trucks may be parked in a covered parking area attached to the hangar but no equipment, materials or other objects of any kind may be stored in the covered parking area.

SECTION 5.17. Tract Maintenance. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or dumpsters or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and must be kept out of public view at all times. Incinerators, dumpsters or other equipment for the storage or disposal of trash, garbage, or waste must not be placed or kept on Taxi Strips or Easements.

SECTION 5.18. Exterior Maintenance. Each Tract and all improvements thereon shall be maintained by the Owner of such Tract in good condition and repair. Owners and other users of the Tract shall have the duty and responsibility, at their sole expense, of keeping the Tract, each structure and building site, as well as the drainage thereon, in a well maintained, safe, clean and attractive condition at all times. Grass, weeds, trees, shrubs, and other vegetation on the Tract shall be cut or trimmed at least once in the winter season and three times in the growing season in order to maintain an attractive appearance and to minimize the danger of fire on the Tract. If, in the opinion of the Board of Directors, any Owner is failing in this duty and responsibility, then the Association acting through the Board of Directors may give such Owner notice of such fact and such Owner must within ten (10) days of such notice, undertake the care and maintenance required to restore said Owner's Tract to a safe, clean and attractive condition. Should any such Owner fail to fulfill this duty and responsibility after such notice, then the Association acting through the Board of Directors shall have the right and power but not the duty to perform such care and maintenance, and the Owner of the Tract on which said work is performed by the Association shall be liable for the cost, including administrative costs, of any such work and shall promptly reimburse the Association for the cost thereof. If such Owner shall fail to so reimburse the Association within thirty (30) days after being billed therefor, the Association may then levy and collect a Reimbursement Assessment against the Owner, which Reimbursement Assessment shall be secured by a lien against the Owners Tract and shall be collectable in the manner set out in Article IV hereinabove.

Landscaping services may be provided to the Tracts by the Association and funded by the Annual Maintenance Assessment. The decision to provide such services will be made on

a yearly basis at the time when the amount of the Annual Maintenance Assessment is set and notice of the service will be given in the same manner as notice of the Annual Maintenance Assessment amount. The Association, and its agents, during normal business hours, shall have the right to enter on the Tracts (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) to provide lawn maintenance including but not limited to landscaping, mowing, edging and weeding.

SECTION 5.19. No Oil Development or Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on the surface of any Tract, nor shall oil wells, tanks, pipelines or mineral excavations be permitted upon the surface of any Tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the surface of any Tract in the Subdivision. It shall be permissible for the mineral owner(s) to use directional drilling for the removal of oil or gas so long as such oil and gas production does not interfere with the use of the surface by the Owners of the Tracts.

SECTION 5.20. Storage of Materials. No Tract shall be used for the storage of any materials outside of any building except that required for construction of aircraft hangars, which materials shall not be placed or stored upon any Tract until the Owner is ready to commence construction of improvements on the Tract, at which time such materials shall be placed within the property lines of the Tract upon which the improvements are to be constructed and must be removed within a month after construction is completed or eight months after the date construction began, whichever shall first occur.

SECTION 5.21. Odor, Noise, Smoke and Animals. No use shall ever be made of the Subdivision or any part thereof which in any manner would create an offensive odor or noise or emit smoke that would interfere with the operation of West Houston Airport, and, without limitation of this requirement, no livestock or other animals shall ever be kept or pastured on the Subdivision or any part thereof. All pets shall be leashed at all times and guard dogs shall be confined to the inside perimeter of the Tract.

SECTION 5.22. Signs. No Owner shall erect, maintain, or display any signs, including but not limited to "for sale", "for rent" or "for lease" signs, posters, or similar devices at or on the Subdivision without the express prior written approval of the Board of Directors. However, Owner may install directional and identification signs necessary for Owner's operations without such prior approval if such signs are located within interior portions of hangars and are not visible from the outside.

SECTION 5.23. Sewage and Waste Water Connections. The installation of sewage and waste water connections on the Tract or any part thereof shall be accomplished in strict compliance with all standards and requirements governing same as set forth in and established

by applicable federal, state and local laws and regulations and with the specifications, rules and regulations of West Houston Airport.

SECTION 5.24. Proper Parking. No aircraft, automobile, truck or other vehicle shall ever encroach upon adjacent property, and no aircraft, automobile, truck, or other vehicle shall ever be parked upon, along, or across any Taxi Strip or any roadway or aircraft taxiway easements located on any Tract. Provided, however, the Owners of corner Tracts A4, B5, B8, C7, C10, D11, D14, E13, E16, and G1 may provide automobile parking on the portion of the thirty foot, (30') easement that is not on the side of the hangar where the main door is located. Such parking will only be permitted if the appropriate part of the easement is paved with concrete and marked with reflective stripes to indicate where parking is allowed. Improperly parked vehicles will be towed with no notice to the owner and at the owners expense. Owners must notify their tenants in writing of this restriction on a yearly basis and must provide the Association with a copy of such notification.

SECTION 5.25. Fences, Walls and Other Barriers. No fence, wall or similar barrier may be erected or placed on any Tract without the express prior written consent of the Association acting through the Board of Directors.

SECTION 5.26. Maintenance of Aviation Facilities. Each Owner agrees to provide the management and labor personnel necessary to conduct the aviation operations and maintain the aviation facilities of such Owner in a first class manner and further agrees to perform continuing maintenance upon such Owner's facilities on such Owner's Tract, including related and associated appurtenances, landscaping, paved area, and installed and operating equipment. In addition, each Owner agrees to provide all necessary cleaning services, janitorial and custodial services, trash removal services, and any and all other related services to maintain the improvements on the Tract in good condition.

SECTION 5.27. Sale of Alcoholic Beverages Prohibited. No wine, whiskey, beer, liquor or alcoholic beverage in any form shall ever be sold or commercially distributed or dispensed on any Tract or any part thereof without the express prior written permission and approval of the Board of Directors.

SECTION 5.28. Crops and Trees. No crops shall ever be grown or harvested from any Tract. No trees or shrubs shall be placed upon or allowed to grow on the most easterly boundary of Frontage Tracts. With the express written approval of landscaping plans by the Association acting through its Board of Directors, Owners may plant trees and shrubs in other locations on their Tracts but in no event may a tree or shrub be allowed to exceed the maximum building height provided in this Declaration.

SECTION 5.29. Repair of Damage to Taxi Strips. Repair of any damage to a Taxi Strip

caused by construction on a Tract or by the negligence of an Owner, his tenants, agents or employees shall be at the expense of the Owner of such Tract. The amount of the Reimbursement Assessment shall be due and payable to the Association thirty (30) days after notice to the Owner that payment of the cost of repairs is due.

SECTION 5.30. Frontage Tract Lighting. All buildings and/or structures on Frontage Tracts shall have a red obstruction light mounted on the highest point. The light must be operable from one hour after sunset to one hour before sunrise each day.

SECTION 5.31. Wind Indicating Devices. No wind indication device such as a windsock shall ever be placed on any structure without the prior approval of and written permission from the Airport.

SECTION 5.32. Proof of Insurance Coverage. All Owners of developed Tracts must provide the Association with proof of premises liability insurance in limits approved by the Association.

SECTION 5.33. Transmitting Equipment. No radio transmitters, communication facilities, transmitting and receiving antennas, or other apparatus that would affect the Airport's communications and navigation equipment or other Airport equipment may be erected or operated within the Subdivision. Provided, however, this does not apply to authorized equipment in airplanes and FCC and FAA authorized portable radios.

## ARTICLE VI EASEMENTS

SECTION 6.01. Incorporation of Easements and Setbacks. The deed to each Tract in the Subdivision contains easements and setbacks. Said easements are hereby incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of any Owner, conveying said property or any part thereof, whether specifically referred to therein or not.

SECTION 6.02. Safe Conditions. No tree, shrubs or other growth or objects on the easements reserved herein shall be allowed to interfere with or become a menace to the safe operation of aircraft, the construction, maintenance or operation of any utilities or the construction and maintenance of a subdivision perimeter fence. The Association may, but is not obligated to, cut and/or trim any tree, shrub or other growth or remove objects on the easements reserved herein, which may interfere with or become a menace to the safe operation of aircraft, or the construction, maintenance or operation of any utilities or the construction and maintenance of a subdivision perimeter fence.



529-93-1224

SECTION 6.03. Security. Association may, but is not obligated to, construct a security fence around the subdivisions most westerly and northerly property lines.

ARTICLE VII  
GENERAL PROVISIONS

SECTION 7.01. Right to Enforce. The Association, each Owner, and West Houston Airport Corporation shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by reason of the provisions contained in this Declaration of Covenants, Conditions and Restrictions and the Rules and Regulations. Failure of the Association, any Owner, or the Airport to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 7.02. Power to Enforce Restrictions and Rules and Regulation and to Collect Reimbursement Assessments and Fines. The Association shall have the power to enforce the provisions of this Declaration and the Rules and Regulations. The Association shall take such action as the Board of Directors deems necessary or desirable to cause compliance by each Owner and each resident or user. Each day a violation continues shall be deemed a separate violation. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; by suspension, after notice and an opportunity to be heard, of the voting rights of a Owner during any breach by such Owner or the occupant of such Owners Tract of a provision of this Declaration or such Rules and Regulations; and by levying and collecting, after notice and an opportunity to be heard, a Reimbursement Assessment against any Owner for breach of this Declaration or such Rules and Regulations by such Owner, related user, occupant of Owner's Tract, tenants, agents, guests and employees which assessment reimburses the Association for the costs incurred by the Association in connection with such breach including attorneys' fees incurred by the Association with respect to exercising such remedy.

The Board of Directors may establish procedures to and may levy administrative fines on Owners and tenants of an Owner found to have violated the Rules and Regulations and this Declaration of Covenants, Conditions and Restrictions. All such sums will be assessed as a specific assessment, and are secured by the continuing lien established by Article IV. All such sums are due and payable to the Association thirty (30) days after notice to the Owner or tenant of the decision of the Board of Directors that the assessment or fine is owing.

Before the Board may levy a fine in the form of a specific assessment or the Reimbursement Assessment provided in this Section 7.02, it shall give notice by certified and

regular mail of the alleged violation to Owner, related user and/or occupant at the last known address, and shall afford the Owner, related user and/or occupant an opportunity to be heard.

If a violation is not cured within 30 days of the date on which notice of the violation was mailed to the Owner, the Board may file a notice of violation of restrictive covenants in the Real Property Records of Harris County Texas.

SECTION 7.03. Term. The covenants and restrictions of this Restated Declaration shall run with and bind the land in the Subdivision, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless amended or terminated as hereinafter set forth. However, in no event shall the covenants, conditions, restrictions, reservations, liens and charges set forth in this Restated Declaration of Covenants, Conditions and Restrictions remain in force and effect upon the discontinuance of operation of West Houston Airport or any other airport adjacent to the Subdivision for a period in excess of one year.

SECTION 7.04. Amendments by Owners. The terms of this Declaration may be amended at any time by an instrument approved in writing by those Owners owning fifty-one percent or more of the total land area within the Subdivision. The approval of multiple owners of a property may be reflected by the signature of a single owner. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

SECTION 7.05. Amendment by Airport. Airport shall have the right at any time, from time to time, without the joinder or consent of any Owner, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed of record, for the purpose of correcting any typographical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidence in this Declaration, and shall not impair the vested property rights of Owner or his mortgagee.

Airport, shall also have the right to amend this Declaration in any manner by an instrument in writing duly signed, acknowledged and filed of record. The Owners may overrule such an amendment by an instrument in writing signed and acknowledged by owners of two thirds (2/3rds) of the total land area within the Subdivision and duly recorded, if such document is recorded within six months of the date of recording of the amendment to be overruled.

SECTION 7.06. Right of First Refusal. In the event of a contract or agreement for sale of any Tract in this Subdivision to a bona fide third party purchaser, the Owner of the property

529-93-1226

made the subject of the contract or agreement for sale shall notify Airport in writing of the terms of such sale, and the Airport, at its option, within thirty (30) days of receipt of written notice from Owner, may elect to purchase the Property on the same terms as set forth in such contract. Any attempted conveyance of the Property without Airport being given the opportunity to exercise its right of first refusal shall be void.

SECTION 7.07. Severability. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof or the failure to enforce any provision or portion thereof shall not affect the validity or enforceability of any other provision.

SECTION 7.08. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

SECTION 7.09. Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein," "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

Return To:  
WEST HOUSTON AIRPORT  
P. O. Box 941789  
Houston, Texas 77094-9789

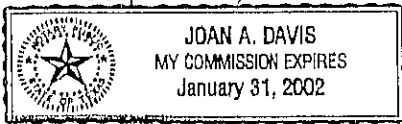
IN WITNESS WHEREOF, the undersigned, owners of fifty-one percent or more of the total area in the Subdivision, has set their hand and seal this 6th day of December, 1999.

OWNERS OF FIFTY-ONE PERCENT OR MORE OF THE TOTAL AREA IN LAKESIDE AIRPORT SUBDIVISION, SECTION ONE:

WEST HOUSTON AIRPORT CORPORATION <sup>(23)</sup> | OW  
By: [Signature]  
WOODY LESIKAR, PRESIDENT

THE STATE OF TEXAS        §  
   §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me, on the 6th day of December, 1999, by WOODY LESIKAR, President of WEST HOUSTON AIRPORT CORPORATION, a Texas Corporation, on behalf of said corporation.



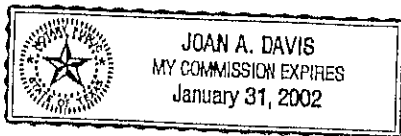
[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ELEVEN DELTA CORPORATION, owner of Tract D9/D11, Section One (1), Lakeside Airport Subdivision, Harris County, Texas, this 6th day of December, 1999. | OW

[Signature] PRES  
(Signature and Title, if any) Shelly A. Lesikar

THE STATE OF TEXAS        §  
   §  
COUNTY OF HARRIS       §

THIS INSTRUMENT was acknowledged before me on this 6th day of December, 1999, by Shelly Lesikar, (\_\_\_\_ President of ELEVEN DELTA CORPORATION, a Texas Corporation or \_\_\_\_\_ on behalf of said entity.)



[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

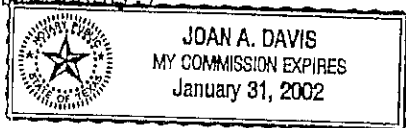
low

FLIGHT ENTERPRISES INCORPORATED, owner of Tract C8, C10, Section One (1), Lakeside Airport Subdivision, Harris County, Texas, this 6th day of December, 1999.

[Signature] SEC  
(Signature and Title, if any) Shelly A. Lesikar

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 6th day of December, 1999, by Shelly Lesikar, Secretary President of FLIGHT ENTERPRISES INCORPORATED, a Texas Corporation or \_\_\_\_\_ on behalf of said entity.)



[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

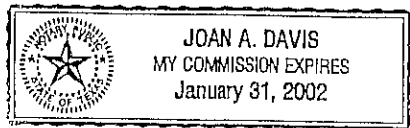
low

AIRDROME HOLDINGS INCORPORATED, owner of Tract D4, E2, E4, Section One (1), Lakeside Airport Subdivision, Harris County, Texas, this \_\_\_\_\_ day of December, 1999.

[Signature] Pres  
(Signature and Title, if any) Woody Lesikar

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 6th day of December, 1999, by Woody Lesikar, \_\_\_\_\_ President of AIRDROME HOLDINGS INCORPORATED, a Texas Corporation or \_\_\_\_\_ on behalf of said entity.)



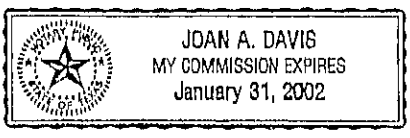
[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Circle J Aero, Inc., owner of Tract C 7, Section 104  
One (1), Lakeside Airport Subdivision, Harris County, Texas, this \_\_\_ day of December, 1999.

Bobby R. Jackson Pres.  
(Signature and Title, if any) Bobby R. Jackson

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 22<sup>nd</sup> day of December, 1999, by Bobby R. Jackson, (\_\_\_\_ President of Circle J Aero, Inc, a Texas Corporation or \_\_\_\_\_ on behalf of said entity.)



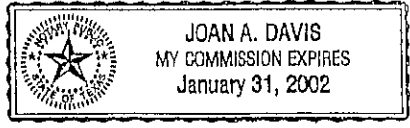
Joan A. Davis  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Culwell-Moore Inc., owner of Tracts C-2, D1, D2, D3 Section 100  
One (1), Lakeside Airport Subdivision, Harris County, Texas, this 23<sup>rd</sup> day of December, 1999.

D.A. Culwell V.P.  
(Signature and Title, if any) D.A. Culwell

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 23<sup>rd</sup> day of December, 1999, by D.A. Culwell, V.P. President of Culwell Moore Inc, a Texas Corporation or \_\_\_\_\_ on behalf of said entity.)



Joan A. Davis  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

529-93-1230

Bernd J. Linden & Philip M. Cox, owner of Tract A-5, Section 20  
One (1), Lakeside Airport Subdivision, Harris County, Texas, this 28<sup>th</sup> day of December,  
1999.

Bernd J. Linden / Philip M. Cox  
(Signature and Title, if any) Bernd J. Linden / Philip M. Cox

THE STATE OF TEXAS

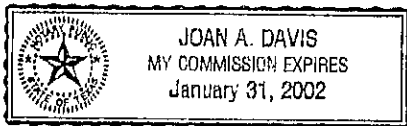
§

COUNTY OF HARRIS

§

§

THIS INSTRUMENT was acknowledged before me on this 28<sup>th</sup> day of December,  
1999, by Bernd J. Linden / Philip M. Cox President of Individuals  
\_\_\_\_\_, a Texas Corporation or \_\_\_\_\_ on behalf  
of said entity.)



Joan A. Davis  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Warren H. Badger, Jr., owner of Tract E-8 + 10, Section 10  
One (1), Lakeside Airport Subdivision, Harris County, Texas, this 29<sup>th</sup> day of December,  
1999.

Warren H. Badger, Jr.  
(Signature and Title, if any) Warren H. Badger, Jr.

THE STATE OF TEXAS

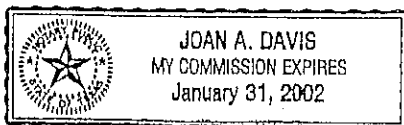
§

COUNTY OF HARRIS

§

§

THIS INSTRUMENT was acknowledged before me on this 29<sup>th</sup> day of December,  
1999, by Warren H. Badger, Jr. President of Individual  
\_\_\_\_\_, a Texas Corporation or \_\_\_\_\_ on behalf  
of said entity.)



Joan A. Davis  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

\_\_\_\_\_, owner of Tract \_\_\_\_\_, Section One (1), Lakeside Airport Subdivision, Harris County, Texas, this \_\_\_\_\_ day of December, 1999.

\_\_\_\_\_  
(Signature and Title, if any)

THE STATE OF TEXAS       §  
                                      §  
COUNTY OF HARRIS       §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day of December, 1999, by \_\_\_\_\_, ( \_\_\_\_\_ President of \_\_\_\_\_, a Texas Corporation or \_\_\_\_\_ on behalf of said entity.)

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

\_\_\_\_\_, owner of Tract \_\_\_\_\_, Section One (1), Lakeside Airport Subdivision, Harris County, Texas, this \_\_\_\_\_ day of December, 1999.

\_\_\_\_\_  
(Signature and Title, if any)

THE STATE OF TEXAS       §  
                                      §  
COUNTY OF HARRIS       §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day of December, 1999, by \_\_\_\_\_, ( \_\_\_\_\_ President of \_\_\_\_\_, a Texas Corporation or \_\_\_\_\_ on behalf of said entity.)

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



529-93-1232

\_\_\_\_\_, owner of Tract \_\_\_\_\_, Section One (1), Lakeside Airport Subdivision, Harris County, Texas, this \_\_\_\_ day of December, 1999.

\_\_\_\_\_  
(Signature and Title, if any)

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_ day of December, 1999, by \_\_\_\_\_, ( \_\_\_\_\_ President of \_\_\_\_\_  
\_\_\_\_\_, a Texas Corporation or \_\_\_\_\_ on behalf of said entity.)

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

\_\_\_\_\_, owner of Tract \_\_\_\_\_, Section One (1), Lakeside Airport Subdivision, Harris County, Texas, this \_\_\_\_ day of December, 1999.

\_\_\_\_\_  
(Signature and Title, if any)

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_ day of December, 1999, by \_\_\_\_\_, ( \_\_\_\_\_ President of \_\_\_\_\_  
\_\_\_\_\_, a Texas Corporation or \_\_\_\_\_ on behalf of said entity.)

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

\_\_\_\_\_, owner of Tract \_\_\_\_\_, Section One (1), Lakeside Airport Subdivision, Harris County, Texas, this \_\_\_\_\_ day of December, 1999.

\_\_\_\_\_  
(Signature and Title, if any)

THE STATE OF TEXAS        §  
   §  
COUNTY OF HARRIS        §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day of December, 1999, by \_\_\_\_\_, ( \_\_\_\_\_ President of \_\_\_\_\_, a Texas Corporation or \_\_\_\_\_ on behalf of said entity.)

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

\_\_\_\_\_, owner of Tract \_\_\_\_\_, Section One (1), Lakeside Airport Subdivision, Harris County, Texas, this \_\_\_\_\_ day of December, 1999.

\_\_\_\_\_  
(Signature and Title, if any)

THE STATE OF TEXAS        §  
   §  
COUNTY OF HARRIS        §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day of December, 1999, by \_\_\_\_\_, ( \_\_\_\_\_ President of \_\_\_\_\_, a Texas Corporation or \_\_\_\_\_ on behalf of said entity.)

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

529-93-1234

100

WOODY LESIKAR, owner of Tract E3, E5, Section One (1), Lakeside Airport Subdivision, Harris County, Texas, this 6th day of December, 1999.

[Signature]  
(Signature and Title, if any) Woody Lesikar

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 6th day of December, 1999, by Woody Lesikar, ( Individual) known to me to be the person whose name is subscribed to the foregoing document and duly sworn by me. ~~(Texas Corporation or other legal entity)~~



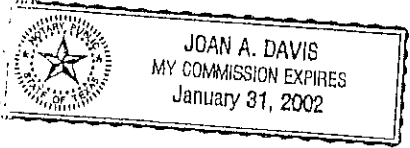
[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MICHAEL G. & JEANNE ABERNATHY, owners of Tracts B4/B6 Section One (1), Lakeside Airport Subdivision, Harris County, Texas, this \_\_\_ day of December, 1999.

[Signature] Jeanne E. Abernathy  
(Signature and Title, if any) Michael G. Abernathy / Jeanne E. Abernathy

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 21<sup>st</sup> day of December, 1999, by Michael G. & Jeannie Abernathy ~~President of~~ Individuals, a Texas Corporation or  on behalf of said entity.)



[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

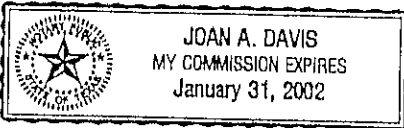
OWNERS OF FIFTY-ONE PERCENT OR MORE OF THE TOTAL AREA IN LAKESIDE AIRPORT SUBDIVISION, SECTION TWO, ALSO KNOWN AS WEST HOUSTON AIRPORT SECTION TWO:

WEST HOUSTON AIRPORT CORPORATION

By: [Signature]  
WOODY LESIKAR, PRESIDENT

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me, on the 21<sup>st</sup> day of December, 1999, by WOODY LESIKAR, President of WEST HOUSTON AIRPORT CORPORATION, a Texas Corporation, on behalf of said corporation.



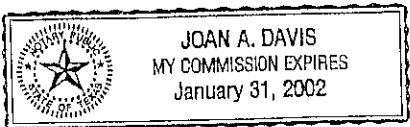
[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

JAMES C. Patterson & Marjorie H. Patterson <sup>20r</sup> owner of Tract G9, Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this 21<sup>st</sup> day of December, 1999.

[Signature] James C. Patterson  
(Signature and Title, if any) James C. Patterson  
[Signature] Marjorie H. Patterson  
Marjorie H. Patterson

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 21<sup>st</sup> day of December, 1999, by James C. Patterson President of Individuals & Marjorie H. Patterson, a Texas Corporation or \_\_\_\_\_ on behalf of said entity.)



[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

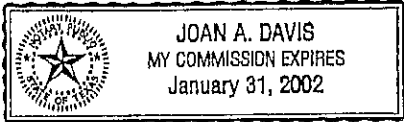
Peter R.L. Hall, owner of Tract G-15,  
Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this  
\_\_\_\_ day of December, 1999.

low

[Signature]  
(Signature and title, if any) Peter R.L. Hall

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 21 day of December,  
1999, by Peter R.L. Hall, (President of Individual  
\_\_\_\_\_, a Texas Corporation or \_\_\_\_\_ on behalf  
of said entity.)



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

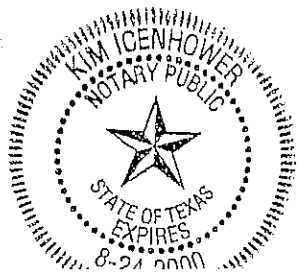
Brown, Gay & Associates Inc., owner of Tract A-7,  
Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this  
22nd day of December, 1999.

low

[Signature], Chairman  
(Signature and Title, if any) L.S. BROWN

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 22<sup>nd</sup> day of December,  
1999, by L.S. BROWN, (Chairman ~~President~~ of Brown, Gay  
Associates, Inc., a Texas Corporation or \_\_\_\_\_ on behalf  
of said entity.)



[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

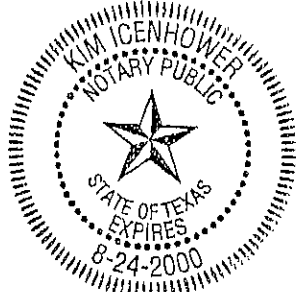
L.S. Brown, Richard F. Gay & William L. Schaumburg, owners of Tract F-9, 104  
Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this  
29<sup>th</sup> day of December, 1999

[Signature]  
(Signature and title, if any) L.S. Brown, Richard F. Gay  
And William L. Schaumburg

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 29<sup>th</sup> day of December,  
L.S. BROWN Chairman, PRESIDENT & VICE-PRESIDENT  
1999, by RICHARD F. GAY WILLIAM L. SCHAUMBURG, ( President of BROWN & GAY ENTERPRISES.

AS INDIVIDUALLY, a Texas Corporation or \_\_\_\_\_ on behalf  
of said entity.)



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

PERRY FINANCIAL CORPORATION, owner of Tract B-16, 104  
Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this  
30<sup>th</sup> day of December, 1999.

[Signature] President  
(Signature and Title, if any) John M. Perry

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 30<sup>th</sup> day of December,  
1999, by John M. Perry, ( President of Perry  
Financial Corporation, a Texas Corporation or \_\_\_\_\_ on behalf  
of said entity.)

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

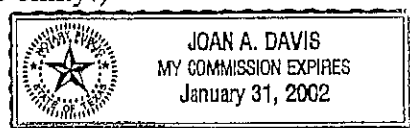


FLIGHT ENTERPRISES INCORPORATED, owner of Tract F3, Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this 6th day of December, 1999.

[Signature] SEC.  
(Signature and title, if any) Shelly A. Lesikar

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 6th day of December, 1999, by Shelly Lesikar, ~~SECRETARY~~ President of FLIGHT ENTERPRISES INCORPORATED, a Texas Corporation or [Signature] on behalf of said entity.)



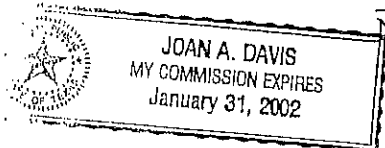
[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

WOODY LESIKAR, owner of Tract F13, G8, Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this 6th day of December, 1999.

[Signature]  
(Signature and Title, if any) Woody Lesikar

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 6th day of December, 1999, by Woody Lesikar, ~~President of~~ Individual known to me to be the person whose name is subscribed to the foregoing document and duly sworn by me. ~~XXXXXX on behalf of said entity.~~



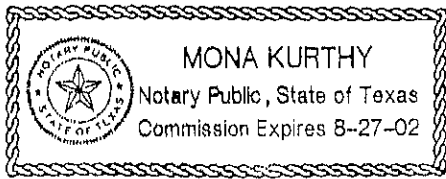
[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

DAVID WIGHT CONSTRUCTION CO. INC., owner of Tract F-11, Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this 27th day of December, 1999. 100

President  
(Signature and title, if any) David Wight

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 27 day of December, 1999, by David Wight, (                   President of David Wight Construction Co., Inc., a Texas Corporation or    on behalf of said entity.)



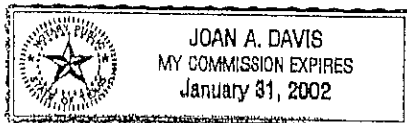
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

William V. Condrey, owner of Tract F5, Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this 27th day of December, 1999. 100

(Signature and Title, if any) William V. Condrey

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 27th day of December, 1999, by William V. Condrey, (                   President of Individual, a Texas Corporation or    on behalf of said entity.)



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



\_\_\_\_\_, owner of Tract \_\_\_\_\_,  
Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this  
\_\_\_\_ day of December, 1999.

\_\_\_\_\_  
(Signature and title, if any)

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_ day of December,  
1999, by \_\_\_\_\_, ( \_\_\_\_\_ President of \_\_\_\_\_  
\_\_\_\_\_, a Texas Corporation or \_\_\_\_\_ on behalf  
of said entity.)

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

\_\_\_\_\_, owner of Tract \_\_\_\_\_,  
Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this  
\_\_\_\_ day of December, 1999.

\_\_\_\_\_  
(Signature and Title, if any)

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_ day of December,  
1999, by \_\_\_\_\_, ( \_\_\_\_\_ President of \_\_\_\_\_  
\_\_\_\_\_, a Texas Corporation or \_\_\_\_\_ on behalf  
of said entity.)

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

529-93-1241

\_\_\_\_\_, owner of Tract \_\_\_\_\_,  
Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this  
\_\_\_\_\_ day of December, 1999.

\_\_\_\_\_  
(Signature and title, if any)

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day of December,  
1999, by \_\_\_\_\_, ( \_\_\_\_\_ President of \_\_\_\_\_  
\_\_\_\_\_, a Texas Corporation or \_\_\_\_\_ on behalf  
of said entity.)

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

\_\_\_\_\_, owner of Tract \_\_\_\_\_,  
Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this  
\_\_\_\_\_ day of December, 1999.

\_\_\_\_\_  
(Signature and Title, if any)

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day of December,  
1999, by \_\_\_\_\_, ( \_\_\_\_\_ President of \_\_\_\_\_  
\_\_\_\_\_, a Texas Corporation or \_\_\_\_\_ on behalf  
of said entity.)

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

529-93-1242

Robert J. Bacon, Jr, owner of Tract F-1,  
Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this  
29<sup>th</sup> day of December, 1999.

low

[Signature]  
(Signature and title, if any) Robert J. Bacon, Jr.

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 29<sup>th</sup> day of December,  
1999, by Robert J. Bacon, Jr., (President of Individual  
of said entity.), a Texas Corporation or on behalf



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

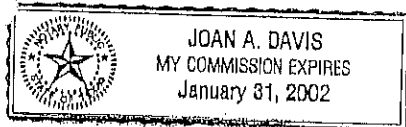
Warehouse Associates of Houston, Inc., owner of Tract G-10, 11, 12,  
Section Two (2), Lakeside (West Houston) Airport Subdivision, Harris County, Texas, this  
30<sup>th</sup> day of December, 1999.

low

David R. David, Authorized Agent  
(Signature and Title, if any) DAVID R. DAVID

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 30<sup>th</sup> day of December,  
1999, by David R. Davis, (President of Agent of Warehouse  
Associates of Houston, Inc.), a Texas Corporation or on behalf  
of said entity.



[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

WEST HOUSTON AIRPORT  
SUBDIVISION TRACT  
44.70 ACRES

DECEMBER 10, 1999  
JOB NO. LSA03  
(WASURVEY\MBLSA03A)

DESCRIPTION OF A 44.70 ACRE TRACT OF LAND  
SITUATED IN THE G.K. FAGUNDAS SURVEY, A-271  
HARRIS COUNTY, TEXAS

BEING a 44.70 acre tract of land situated in the G.K. Fagundas Survey, Abstract No. 271, Harris County, Texas, and being out of a 216.6517 acre tract of land described in an instrument recorded under Harris County Clerk's File Number G748333, said 44.70 acre tract being more particularly described as follows:

DT

COMMENCING at a R.R. spike in the centerline of Groschke Road (40' R.O.W.) for the southwest corner of the said G.K. Fagundas Survey;

THENCE East, 1081.25 feet to a point;

THENCE N 00° 13' 03" W, 1960.00 feet to a point for the southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE N 00° 13' 03" W, 2052.74 feet to a 5/8-inch iron rod found for the northwest corner of the tract herein described;

THENCE S 88° 58' 42" E, 483.82 feet to a point for the northeast corner of the herein described tract;

THENCE S 24° 52' 04" E, 2246.71 feet with the east line of said 29.8178 acre tract to a point for the southeast corner of the herein described tract;

THENCE S 89° 46' 57" W, 1152.62 feet to a 5/8-inch iron rod found for an angle point of the herein described tract;

THENCE S 00° 13' 03" E, 1.32 feet to a point an angle point;

THENCE West, 268.15 feet to the POINT OF BEGINNING containing 44.70 acres of land, ~~SAVE & EXCEPT~~ a 0.2478 acre tract of land which leaves a net acreage in the subject tract of 44.45 acres, said ~~SAVE & EXCEPT~~ tract being described as follows:

Being a 0.2478 acre (10,792 square feet) tract of land situated in the G.K. Fagundas Survey, Abstract Number 271, Harris County, Texas and being out of a 216.6517 acre tract of land described in an instrument recorded under Harris County Clerk's File Number G748333;

COMMENCING at a R.R. spike in the centerline of Groschke Road (40' R.O.W.) for the southwest corner of the said G.K. Fagundas Survey;

THENCE East, 1081.25 feet to a point;

THENCE N 00° 13' 03" W, 1960.00 feet to a point;

WEST HOUSTON AIRPORT  
SUBDIVISION TRACT  
44.70 ACRES  
DECEMBER 10, 1999  
PAGE 2

THENCE East, 268.15 feet to a point;

THENCE N 00° 13' 03" W, 80.00 feet to an "X" in concrete found for the southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE N 00° 13' 03" W, 142.00 feet to a point for the northwest corner of the tract herein described;

THENCE N 89° 46' 57" E, 76.00 feet to a 5/8-inch iron rod found for the northeast corner of the herein described tract;

THENCE S 00° 13' 03" E, 142.00 feet to a point for the southeast corner of the herein described tract;

THENCE S 89° 46' 57" W, 76.00 feet to the POINT OF BEGINNING and containing 0.2478 acres of land.

Bearing orientation is based on the description of an 11.9029 acre easement tract described in instruments recorded under Harris County Clerk's File Numbers G748335 and G749756.

WEST HOUSTON AIRPORT  
TRACT "I"  
VEHICLE ACCESS EASEMENT  
14.4803 ACRES

**DESCRIPTION OF 14.4803 ACRES OF LAND  
IN THE G. K. FAGUNDAS SURVEY, A-271  
HARRIS COUNTY, TEXAS**

BEING 14.4803 acres of land in the G. K. Fagundas Survey, Abstract No. 271 Harris County, Texas, said 14.4803 acres being more particularly described as follows:

COMMENCING at a R. R. spike in the centerline of Groschke Road based on a width of 40 feet for the southwest corner of the said G. K. Fagundas Survey;

THENCE N 00° 13' 03" W, 20.00 feet with the west line of the said G. K. Fagundas Survey to a point in the north right of way line of the said Groschke Road;

THENCE East 1279.40 feet with the north right of way line of the said Groschke Road and parallel to and 20 feet north of the south line of the said G. K. Fagundas Survey to the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 00° 13' 03" W, 1819.04 feet to point for corner;

THENCE S 89° 46' 57" W, 10.00 feet to point for corner;

THENCE N 00° 13' 03" W, 1962.00 feet to point for corner;

THENCE S 89° 46' 57" W, 178.15 feet to a point for corner;

THENCE N 00°-13' 03" W, 80.00 feet to a point for corner;

THENCE N 89° 46' 57" E, 538.86 feet to a point for corner;

THENCE S 24° 52' 04" E, 88.02 feet to a point for corner;

THENCE S 89° 46' 57" W, 317.42 feet to a point for corner;

THENCE S 00° 13' 03" E, 284.00 feet to a point for corner;

THENCE N 89° 46' 57" E, 447.75 feet to a point for corner;

529-93-1246

WEST HOUSTON AIRPORT  
VEHICLE ACCESS EASEMENT  
14.4803 ACRES  
PAGE 2

THENCE S 24° 52' 04" E, 88.02 feet to a point for corner;  
THENCE S 89° 46' 57" W, 484.46 feet to a point for corner;  
THENCE S 00° 13' 03" E, 284.00 feet to a point for corner;  
THENCE N 89° 46' 57" E, 614.79 feet to a point for corner;  
THENCE S 24° 52' 04" E, 88.02 feet to a point for corner;  
THENCE S 89° 46' 57" W, 651.50 feet to a point for corner;  
THENCE S 00° 13' 03" E, 284.00 feet to a point for corner;  
THENCE N 89° 46' 57" E, 781.83 feet to a point for corner;  
THENCE S 24° 52' 04" E, 88.02 feet to a point for corner;  
THENCE S 89° 46' 57" W, 818.54 feet to a point for corner;  
THENCE S 00° 13' 03" E, 284.00 feet to a point for corner;  
THENCE N 89° 46' 57" E, 948.87 feet to a point for corner;  
THENCE S 24° 52' 04" E, 88.02 feet to a point for corner;  
THENCE S 89° 46' 57" W, 985.58 feet to a point for corner;  
THENCE S 00° 13' 03" E, 284.00 feet to a point for corner;  
THENCE N 89° 46' 57" E, 1115.91 feet to a point for corner;  
THENCE S 24° 52' 04" E, 88.02 feet to a point for corner;  
THENCE S 89° 46' 57" W, 1152.62 feet to a point for corner;  
THENCE S 00° 13' 03" E, 142.00 feet to a point for corner;

WEST HOUSTON AIRPORT  
VEHICLE ACCESS EASEMENT  
14.4803 ACRES  
PAGE 3

THENCE S 89° 46' 57" W, 10.00 feet to a point for corner;

THENCE S 00° 13' 03" E, 1819.27 feet to a point in the north right of way line of the said Groschke Road for the most southerly southeast corner of the herein described tract;

THENCE West, 60.00 feet with the north right of way line of the said Groschke Road to the POINT OF BEGINNING and containing 14.4803 acres of land.



LAKESIDE AIRPORT, SECTION ONE  
TAXI STRIP "A" TRACT 1  
18,290 SQ. FT.

177-00-1906

AUGUST 26, 1980  
JOB NO. 79-MS-21

EXHIBIT "C"

529-93-1248

DESCRIPTION OF 18,290 SQUARE FEET OF LAND  
IN THE G. K. FAGUNDAS SURVEY, A-271  
HARRIS COUNTY, TEXAS

BEING 18,290 square feet of land in the G. K. Fagundas Survey, Abstract No. 271 Harris County, Texas said 18,290 square feet being more particularly described as follows:

COMMENCING at a R. R. spike in the centerline of Groschke Road based on a width of 40 feet for the southwest corner of the said G. K. Fagundas Survey;

THENCE N 00° 13' 03" W with the west line of the said G. K. Fagundas survey at 20.00 feet passing the north right of way line of the said Groschke Road and continuing with said survey line a total distance of 4052.01 feet to the northwest corner of the said G. K. Fagundas Survey;

THENCE S 88° 58' 42" E, 1469.73 feet with the north line of the said G. K. Fagundas Survey to the POINT OF BEGINNING and northwest corner of the herein described tract;

THENCE continuing S 88° 58' 42" E, 95.59 feet with the north line of the said G. K. Fagundas Survey to the northeast corner of the herein described tract;

THENCES 24° 52' 04" E, 156.20 feet to the southeast corner of the herein described tract;

THENCE S 89° 46' 57" W, 160.71 feet to the southwest corner of the herein described tract;

THENCE N 00° 13' 03" W, 144.03 feet to the northwest corner and POINT OF BEGINNING of the herein described tract containing 18,290 square feet of land.

MERCER-BROWN ENGINEERS, INC.

178-00-1907

LAKESIDE AIRPORT, SECTION ONE  
TAXI STRIP "A" TRACT 2  
29,253 SQ. FT.

AUGUST 26, 1980  
JOB NO. 79-MSC-21

EXHIBIT "C"

DESCRIPTION OF 29,253 SQUARE FEET OF LAND  
IN THE G. K. FAGUNDAS SURVEY, A-271  
HARRIS COUNTY, TEXAS

BEING 29,253 square feet of land in the G. K. Fagundas Survey, Abstract No. 271 Harris County, Texas, said 29,253 square feet being more particularly described as follows:

COMMENCING at a R.R. spike in the centerline of Groschke Road based on a width of 40 feet for the southwest corner of the said G. K. Fagundas Survey;

THENCE N 00° 13' 03" W, 20.00 feet with the west line of the said G. K. Fagundas survey to a point in the north right of way line of the said Groschke Road;

THENCE East 1349.40 feet with the north right of way line of the said Groschke Road and parallel to and 20 feet north of the south line of the said G. K. Fagundas Survey to a point for corner;

THENCE N 00° 13' 03" W, 3639.31 feet to a point for corner;

THENCE N 89° 46' 57" E, 144.00 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 00° 13' 03" W, 142.00 feet to the northwest corner of the herein described tract;

THENCE N 89° 46' 57" E, 173.42 feet to the northeast corner of the herein described tract;

THENCE S 24° 52' 04" E, 156.24 feet to the southeast corner of the herein described tract;

THENCE S 89° 46' 57" W, 238.59 feet to the southwest corner and POINT OF BEGINNING of the herein described tract containing 29,253 square feet of land.

MERCER-BROWN ENGINEERS, INC.

170-00-1908

LAKESIDE AIRPORT, SECTION ONE  
TAXI STRIP "B" TRACT 1  
22,602 SQ. FT.

AUGUST 26, 1980  
JOB NO. 79-MS-21

529-93-1250

EXHIBIT "C"

DESCRIPTION OF 22,602 SQUARE FEET OF LAND  
IN THE G. K. FAGUNDAS SURVEY, A-271  
HARRIS COUNTY, TEXAS

BEING 22,602 square feet of land in the G. K. Fagundas Survey, Abstract No. 271 Harris County, Texas, said 22,602 square feet being more particularly described as follows:

COMMENCING at a R.R. spike in the centerline of Groschke Road based on a width of 40 feet for the southwest corner of the said G. K. Fagundas Survey;

THENCE N 00° 13' 03" W, 20.00 feet with the west line of the said G. K. Fagundas survey to a point in the north right of way line of the said Groschke Road;

THENCE East 1349.40 feet with the north right of way line of the said Groschke Road and parallel to and 20 feet north of the south line of the said G. K. Fagundas Survey to a point for corner;

THENCE N 00° 13' 03" W, 3497.31 feet to a point for corner;

THENCE N 89° 46' 57" E, 256.00 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 00° 13' 03" W, 142.00 feet to the northwest corner of the herein described tract;

THENCE N 89° 46' 57" E, 126.59 feet to the northeast corner of the herein described tract;

THENCE S 24° 52' 04" E, 156.24 feet to the southeast corner of the herein described tract;

THENCE S 89° 46' 57" W, 191.75 feet to the southwest corner and POINT OF BEGINNING of the herein described tract containing 22,602 square feet of land.

MERCER-BROWN ENGINEERS, INC.

170-00-1909

LAKESIDE AIRPORT, SECTION ONE  
TAXI STRIP TRACT 2  
21,164 SQ. FT.

AUGUST 26, 1980  
JOB NO. 79-MSC-21

EXHIBIT "C"

529-93-1251

DESCRIPTION OF 21,164 SQUARE FEET OF LAND  
IN THE G. K. FAGUNDAS SURVEY, A-271  
HARRIS COUNTY, TEXAS

BEING 21,164 square feet of land in the G. K. Fagundas Survey, Abstract No. 271 Harris County, Texas, said 21,164 square feet being more particularly described as follows:

COMMENCING at a R.R. spike in the centerline of Groschke Road based on a width of 40 feet for the southwest corner of the said G. K. Fagundas Survey;

THENCE N 00° 13' 03" W, 20.00 feet with the west line of the said G. K. Fagundas survey to a point in the north right of way line of the said Groschke Road;

THENCE East 1349.40 feet with the north right of way line of the said Groschke Road and parallel to and 20 feet north of the south line of the said G. K. Fagundas Survey to a point for corner;

THENCE N 00° 13' 03" W, 3275.31 feet to a point for corner;

THENCE N 89° 46' 57" E, 368.00 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 00° 13' 03" W, 142.00 feet to the northwest corner of the herein described tract;

THENCE N 89° 46' 57" E, 116.46 feet to the northeast corner of the herein described tract;

THENCE S 24° 52' 04" E, 156.24 feet to the southeast corner of the herein described tract;

THENCE S 89° 46' 57" W, 181.63 feet to the southwest corner and POINT OF BEGINNING of the herein described tract containing 21,164 square feet of land.

MERCER-BROWN ENGINEERS, INC.

LAKESIDE AIRPORT, SECTION ONE  
TAXI STRIP "C" TRACT 1  
30,418 SQ. FT.

EXHIBIT "C"

170-00-1910

AUGUST 26, 1980  
JOB NO. 79-MSC-21

529-93-1252

DESCRIPTION OF 30,418 SQUARE FEET OF LAND  
IN THE G. K. FAGUNDAS SURVEY, A-271  
HARRIS COUNTY, TEXAS

BEING 30,418 square feet of land in the G. K. Fagundas Survey, Abstract No. 271 Harris County, Texas, said 30,418 square feet being more particularly described as follows:

COMMENCING at a R.R. spike in the centerline of Groschke Road based on a width of 40 feet for the southwest corner of the said G. K. Fagundas Survey;

THENCE N. 00° 13' 03" W, 20.00 feet with the west line of the said G. K. Fagundas survey to a point in the north right of way line of the said Groschke Road;

THENCE East 1349.40 feet with the north right of way line of the said Groschke Road and parallel to and 20 feet north of the south line of the said G. K. Fagundas Survey to a point for corner;

THENCE N 00° 13' 03" W, 303.31 feet to a point for corner;

THENCE N 89° 46' 57" E, 368.00 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 00° 13' 03" W, 142.00 feet to the northwest corner of the herein described tract;

THENCE N 89° 46' 57" E, 181.63 feet to the northeast corner of the herein described tract;

THENCE S 24° 52' 04" E, 156.24 feet to the southeast corner of the herein described tract;

THENCE S 89° 46' 57" W, 246.79 feet to the southwest corner and POINT OF BEGINNING of the herein described tract containing 30,418 square feet of land.

MERCER-BROWN ENGINEERS, INC.

LAKESIDE AIRPORT, SECTION ONE  
TAXI STRIP "C" TRACT 2  
28,980 SQ. FT.

170-00-1911

AUGUST 26, 1980  
JOB NO. 79-MS-21

529-93-1253

EXHIBIT " C "

DESCRIPTION OF 28,980 SQUARE FEET OF LAND  
IN THE G. K. FAGUNDAS SURVEY, A-271  
HARRIS COUNTY, TEXAS

BEING 28,980 square feet of land in the G. K. Fagundas Survey, Abstract No. 271 Harris County, Texas, said 28,890 square feet being more particularly described as follows:

COMMENCING at a R.R. spike in the centerline of Groschke Road based on a width of 40 feet for the southwest corner of the said G. K. Fagundas Survey;

THENCE N 00° 13' 03" W, 20.00 feet with the west line of the said G. K. Fagundas survey to a point in the north right of way line of the said Groschke Road;

THENCE East 1349.40 feet with the north right of way line of the said Groschke Road and parallel to and 20 feet north of the south line of the said G. K. Fagundas Survey to a point for corner;

THENCE N 00° 13' 03" W, 2911.31 feet to a point for corner;

THENCE N 89° 46' 57" E, 480.00 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 00° 13' 03" W, 142.00 feet to the northwest corner of the herein described tract;

THENCE N 89° 46' 57" E, 171.50 feet to the northeast corner of the herein described tract;

THENCE S 24° 52' 04" E, 156.24 feet to the southeast corner of the herein described tract;

THENCE S 89° 46' 57" W, 236.67 feet to the southwest corner and POINT OF BEGINNING of the herein described tract containing 28,980 square feet of land.

MERCER-BROWN ENGINEERS, INC.

LAKESIDE AIRPORT, SECTION ONE  
TAXI STRIP "D" TRACT 1  
22,329 SQ. FT.

170-00-1912  
AUGUST 26, 1980  
JOB NO. 79-MS-21

EXHIBIT "C"

529-93-1254

DESCRIPTION OF 22,329 SQUARE FEET OF LAND  
IN THE G. K. FAGUNDAS SURVEY, A-271  
HARRIS COUNTY, TEXAS

BEING 22,329 square feet of land in the G. K. Fagundas Survey, Abstract No. 271 Harris County, Texas, said 22,329 square feet being more particularly described as follows:

COMMENCING at a R.R. spike in the centerline of Groschke Road based on a width of 40 feet for the southwest corner of the said G. K. Fagundas Survey;

THENCE N 00° 13' 03" W, 20.00 feet with the west line of the said G. K. Fagundas survey to a point in the north right of way line of the said Groschke Road;

THENCE East 1349.40 feet with the north right of way line of the said Groschke Road and parallel to and 20 feet north of the south line of the said G. K. Fagundas Survey to a point for corner;

THENCE N 00° 13' 03" W, 2769.31 feet to a point for corner;

THENCE N 89° 46' 57" E, 592.00 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 00° 13' 03" W, 142.00 feet to the northwest corner of the herein described tract;

THENCE N 89° 46' 57" E, 124.67 feet to the northeast corner of the herein described tract;

THENCE S 24° 52' 04" E, 156.24 feet to the southeast corner of the herein described tract;

THENCE S 89° 46' 57" W, 189.83 feet to the southwest corner and POINT OF BEGINNING of the herein described tract containing 22,329 square feet of land.

MERCER-BROWN ENGINEERS, INC.

LAKESIDE AIRPORT, SECTION ONE  
TAXI STRIP "D" TRACT 2  
20,892 SQ. FT.

170-00-1913

AUGUST 26, 1980  
JOB NO. 79-MSC-21

529-93-1255

EXHIBIT "C"

DESCRIPTION OF 20,892 SQUARE FEET OF LAND  
IN THE G. K. FAGUNDAS SURVEY, A-271  
HARRIS COUNTY, TEXAS

BEING 20,892 square feet of land in the G. K. Fagundas Survey, Abstract No. 271 Harris County, Texas, said 20,892 square feet being more particularly described as follows:

COMMENCING at a R.R. spike in the centerline of Groschke Road based on a width of 40 feet for the southwest corner of the said G. K. Fagundas Survey;

THENCE N 00° 13' 03" W, 20.00 feet with the west line of the said G. K. Fagundas survey to a point in the north right of way line of the said Groschke Road;

THENCE East 1349.40 feet with the north right of way line of the said Groschke Road and parallel to and 20 feet north of the south line of the said G. K. Fagundas Survey to a point for corner;

THENCE N 00° 13' 03" W, 2547.31 feet to a point for corner;

THENCE N 89° 46' 57" E, 704.00 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 00° 13' 03" W, 142.00 feet to the northwest corner of the herein described tract;

THENCE N 89° 46' 57" E, 114.54 feet to the northeast corner of the herein described tract;

THENCE S 24° 52' 04" E, 156.24 feet to the southeast corner of the herein described tract;

THENCE S 89° 46' 57" W, 179.71 feet to the southwest corner and POINT OF BEGINNING of the herein described tract containing 20,892 square feet of land.

MERCER-BROWN ENGINEERS, INC.



170-00-1974

AUGUST 26, 1980  
JOB NO. 79-MSC-21

LAKESIDE AIRPORT, SECTION ONE  
TAXI STRIP "E" TRACT 1  
30,145 SQ. FT.

529-93-1256

EXHIBIT "C"

DESCRIPTION OF 30,145 SQUARE FEET OF LAND  
IN THE G. K. FAGUNDAS SURVEY, A-271  
HARRIS COUNTY, TEXAS

BEING 30,145 square feet of land in the G. K. Fagundas Survey, Abstract No. 271 Harris County, Texas, said 30,145 square feet being more particularly described as follows:

COMMENCING at a R.R. spike in the centerline of Groschke Road based on a width of 40 feet for the southwest corner of the said G. K. Fagundas Survey;

THENCE N 00° 13' 03" W, 20.00 feet with the west line of the said G. K. Fagundas survey to a point in the north right of way line of the said Groschke Road;

THENCE East 1349.40 feet with the north right of way line of the said Groschke Road and parallel to and 20 feet north of the south line of the said G. K. Fagundas Survey to a point for corner;

THENCE N 00° 13' 03" W, 2405.13 feet to a point for corner;

THENCE N 89° 46' 57" E, 704.00 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 00° 13' 03" W, 142.00 feet to the northwest corner of the herein described tract;

THENCE N 89° 46' 57" E, 179.71 feet to the northeast corner of the herein described tract;

THENCE S 24° 52' 04" E, 156.24 feet to the southeast corner of the herein described tract;

THENCE S 89° 46' 57" W, 244.87 feet to the southwest corner and POINT OF BEGINNING of the herein described tract containing 30,145 square feet of land.

MERCER-BROWN ENGINEERS, INC.

170-00-1915

LAKESIDE AIRPORT, SECTION ONE  
TAXI STRIP "E" TRACT 2  
28,708 SQ. FT.

AUGUST 26, 1980  
JOB NO. 79-MSC-21

EXHIBIT "C"

529-93-1257

DESCRIPTION OF 28,708 SQUARE FEET OF LAND  
IN THE G. K. FAGUNDAS SURVEY, A-271  
HARRIS COUNTY, TEXAS

BEING 28,708 square feet of land in the G. K. Fagundas Survey, Abstract No. 271 Harris County, Texas, said 28,708 square feet being more particularly described as follows:

COMMENCING at a R.R. spike in the centerline of Groschke Road based on a width of 40 feet for the southwest corner of the said G. K. Fagundas Survey;

THENCE N 00° 13' 03" W, 20.00 feet with the west line of the said G. K. Fagundas survey to a point in the north right of way line of the said Groschke Road;

THENCE East 1349.40 feet with the north right of way line of the said Groschke Road and parallel to and 20 feet north of the south line of the said G. K. Fagundas Survey to a point for corner;

THENCE N 00° 13' 03" W, 2183.31 feet to a point for corner;

THENCE N 89° 46' 57" E, 816.00 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 00° 13' 03" W, 142.00 feet to the northwest corner of the herein described tract;

THENCE N 89° 46' 57" E, 169.58 feet to the northeast corner of the herein described tract;

THENCE S 24° 52' 04" E, 156.24 feet to the southeast corner of the herein described tract;

THENCE S 89° 46' 57" W, 234.75 feet to the southwest corner and POINT OF BEGINNING of the herein described tract containing 28,708 square feet of land.

MERCER-BROWN ENGINEERS, INC.

LAKESIDE AIRPORT, SECTION ONE  
TAXI STRIP "F" TRACT 1  
37,961 SQ. FT.

JULY 11, 1983  
JOB NO. LS501  
(METE9 - 61)

529-93-1258

EXHIBIT "C"

DESCRIPTION OF 37,961 SQUARE FEET OF LAND  
IN THE G. K. FAGUNDAS SURVEY A-271  
HARRIS COUNTY, TEXAS

BEING 37,961 square feet of land in the G. K. Fagundas Survey, Abstract No. 271 Harris County, Texas, said 37,961 square feet being more particularly described as follows:

COMMENCING at a R. R. spike in the centerline of Groschke Road based on a width of 40 feet for the southwest corner of the said G. K. Fagundas Survey;

THENCE N 00° 13' 03" W, 20.00 feet with the west line of the said G. K. Fagundas survey to a point in the north right of way line of the said Groschke Road;

THENCE East 1339.40 feet with the north right of way line of the said Groschke Road and parallel to and 20 feet north of the south line of the said G. K. Fagundas Survey to a point for corner;

THENCE N 00° 13' 03" W, 2041.27 feet to a point for corner;

THENCE N 89° 46' 57" E, 826.00 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 00° 13' 03" W, 142.00 feet to the northwest corner of the herein described tract;

THENCE N 89° 46' 57" E, 234.75 feet to the northeast corner of the herein described tract;

THENCE S 24° 52' 04" E, 156.24 feet to the southeast corner of the herein described tract;

THENCE S 89° 46' 57" W, 299.91 feet to the southwest corner and POINT OF BEGINNING of the herein described tract containing 37,961 square feet of land.

BROWN, GAY & ASSOCIATES, INC.

WEST HOUSTON AIRPORT  
AIRPORT TRACT  
50.32 ACRES  
DECEMBER 10, 1999  
PAGE 2

529-93-1260

THENCE N 24° 52' 04" W, 88.02 feet with the east line of said Taxi Strip "D" to a point at the northeast corner of said Taxi Strip "D";

THENCE N 89° 46' 57" E, 1.10 feet to a point for corner;

THENCE N 24° 52' 04" W, 312.48 feet to a point for corner;

THENCE S 89° 46' 57" W, 1.10 feet to a point at the southeast corner of Taxi Strip "C" (80' width), a part of said 14.0044 acre Easement Tract;

THENCE N 24° 52' 04" W, 88.02 feet with the east line of said Taxi Strip "C" to a point at the northeast corner of said Taxi Strip "C";

THENCE N 89° 46' 57" E, 1.10 feet to a point for corner;

THENCE N 24° 52' 04" W, 312.48 feet to a point for corner;

THENCE S 89° 46' 57" W, 1.10 feet to a point at the southeast corner of Taxi Strip "B" (80' width), a part of said 14.0044 acre Easement Tract;

THENCE N 24° 52' 04" W, 88.02 feet with the east line of said Taxi Strip "B" to a point at the northeast corner of said Taxi Strip "B";

THENCE N 89° 46' 57" E, 1.10 feet to a point for corner;

THENCE N 24° 52' 04" W, 312.48 feet to a point for corner;

THENCE S 89° 46' 57" W, 1.10 feet to a point at the southeast corner of Taxi Strip "A" (80' width), a part of said 14.0044 acre Easement Tract;

THENCE N 24° 52' 04" W, 88.02 feet with the east line of said Taxi Strip "A" to a point at the northeast corner of said Taxi Strip "A";

THENCE N 89° 46' 57" E, 1.10 feet to a point for corner;

THENCE N 24° 52' 04" W, 155.06 feet to a point for corner;

THENCE S 88° 58' 42" E, 609.13 feet, 1.00 foot south of and parallel to the north line of said 68.5805 acre tract of land to a point for corner;

THENCE S 24° 52' 04" E, 3752.53 feet, in part 1.00 foot southwest of and parallel to the northeasterly line of said 62.5805 acre tract to a point for corner;

WEST HOUSTON AIRPORT  
AIRPORT TRACT  
50.32 ACRES

DECEMBER 10, 1999  
JOB NO. LSA03  
(W:\SURVEY\MB\LSA03C)

DESCRIPTION OF A 50.32 ACRE TRACT OF LAND  
SITUATED IN THE G.K. FAGUNDAS SURVEY, A-271  
HARRIS COUNTY, TEXAS

BEING a 50.32 acre tract of land situated in the G.K. Fagundas Survey, Abstract No. 271, Harris County, Texas, and being out of a 216.6517 acre tract of land described in an instrument recorded under Harris County Clerk's File Number G748333, said 50.32 acre tract being more particularly described as follows:

COMMENCING at a R.R. spike in the centerline of Groschke Road (40' R.O.W.) for the southeast corner of a 70 acre tract of land recorded in Volume 5225, Page 13 of the Harris County Deed Records;

THENCE N 89° 59' 14" W, 20.00 feet to a point in the west right-of-way line of said Groschke Road to a point for corner;

THENCE N 00° 14' 30" W, 1.00 foot with the west right-of-way line of said Groschke Road to a point for corner;

THENCE N 89° 59' 14" W, 1.00 foot to the southeast corner and POINT OF BEGINNING of the tract herein described;

THENCE N 89° 59' 14" W, 496.38 feet, parallel to and 1 foot north of said 70 acre tract, to the southwest corner of the herein described tract;

THENCE N 24° 52' 04" W, 1867.86 feet to a point in the north line of Taxi Strip "F" (80' width) described as a 14.0044 acre tract called "Vehicle Access Easement" in an instrument recorded under Harris County Clerk's File Number J215014 & J794421;

THENCE N 89° 46' 57" E, 1.10 feet to a point for corner;

THENCE N 24° 52' 04" W, 312.48 feet to a point for corner;

THENCE S 89° 46' 57" W, 1.10 feet to a point at the southeast corner of Taxi Strip "E" (80' width), a part of said 14.0044 acre Easement Tract;

THENCE N 24° 52' 04" W, 88.02 feet with the east line of said Taxi Strip "E" to a point at the northeast corner of said Taxi Strip "E";

THENCE N 89° 46' 57" E, 1.10 feet to a point for corner;

THENCE N 24° 52' 04" W, 312.48 feet to a point for corner;

THENCE S 89° 46' 57" W, 1.10 feet to a point at the southeast corner of Taxi Strip "D" (80' width), a part of said 14.0044 acre Easement Tract;

WEST HOUSTON AIRPORT  
AIRPORT TRACT  
50.32 ACRES  
DECEMBER 10, 1999  
PAGE 3

529-93-1267

THENCE S 00° 14' 30" E, 236.83 feet, 1.00 foot southwest of the northeasterly line of said 70.00 acre tract of land to POINT OF BEGINNING of this 50.32 acre tract of land.

Bearing orientation is based on the description of an 11.9029 acre easement tract described in instruments recorded under Harris County Clerk's File Numbers G748335 and G749756.

FILED  
1999 DEC 30 PM 1:22  
*Bonny A. Ferguson*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, MORTGAGE, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS }  
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number *529-93-1267* on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

DEC 30 1999



*Bonny A. Ferguson*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.