

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF AERO ESTATES, INC.**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Aero Estates, Inc. (this "Declaration") is made on the date hereinafter set forth by the PROPERTY OWNERS ASSOCIATION OF AERO ESTATES, INC., a Texas nonprofit corporation, hereinafter referred to as "The Association" or "POAAE."

WHEREAS, "AERO ESTATES" is a subdivision of approximately 118.467 acres in the John Ferguson Survey, A-7, Henderson County, Texas, and the John Ferguson Survey, A-22, Anderson County, Texas as more fully described on Exhibit "A" attached hereto and identified as Unit I, Unit II, Unit III, Unit IV, Unit V, Unit VI, Unit VII, Unit VIII, and Unit IX of Aero Estates Subdivision (hereinafter referred to as the "Property" or the "Subdivision") as recorded in the plats (collectively, the "Plat") in Cabinet D, Slide 80, Cabinet D, Slide 245, and Cabinet D, Slide 191, Cabinet E, Slide 370, Cabinet E, Slide 374, Cabinet F, Slide 76, Cabinet F, Slide 141, Cabinet F, Slide 149. Plat Records of Henderson County, Texas and in Cabinet B, Slide 206, Plat Records of Anderson County ("Plat Records");

WHEREAS, David Lockwood, a former owner of the Property, placed certain covenants, conditions and restrictions on the Property pursuant to that certain document entitled Aero Estates Restrictions and Covenants, which was executed on March 14, 1984 and recorded in Volume 1053, Page 110, Deed Records of Henderson County, Texas (the "original Declaration");

WHEREAS, the Original Declaration provides that the Original Declaration may be altered, amended or revoked by the owners of at least sixty percent (60%) of the residential lots comprising the Property;

WHEREAS, the undersigned Owners as record holders of at least sixty percent (60%) of the Ownership interest in the residential lots comprising the Property, and said Owners did amend and restate the Original Declaration in its entirety, to require eighty (80) percent of owners to change revoke or alter the Amended Declaration. Executed on July 25, 2003 and recorded in Volume 2323, Pages 653-671, Deed Records of Henderson County, Texas (the "Amended and Restated Declaration");

WHEREAS, at the conclusion of Aero Estates subdivision development period and transfer of lands to private ownership, the Owners desire this restated "Amendment" to the "Amended Declaration" reflect those changes. To place certain covenants, conditions and restrictions upon and against the Property in order to establish a uniform plan for the benefit of both the present and future owners in the Subdivision.

WHEREAS, it is the desire of "The Association" and Owners to amend and restate the "Amended Declaration" in its entirety to reflect the change of the Texas Association Law Code of not more than, sixty-seven (67) percent, for Document to be altered, amended or revoked.

That these covenants, conditions and restrictions will also cover any replats or amendments of the Plat recorded or hereafter recorded in the Real Property Records of Henderson and/ or Anderson County.

NOW, THEREFORE, the Owners hereby accept and adopt, the established and imposed upon the Subdivision known as AERO ESTATES, the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Restrictions shall run with the Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to any areas not included within the boundaries of AERO ESTATES subdivision.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. As used herein, and unless the context clearly indicates to the contrary, the following terms shall have the meanings attributed to them below:

a. "AERO ESTATES" shall mean and refer to the Subdivision and all of the land described in the preamble to these Restrictions and as set forth in the respective map or plats of AERO ESTATES, as same appear of record in the office of the County Clerk of Henderson County and/or Anderson County, Texas.

b. "Association" shall mean the Property Owners Association of Aero Estates Inc., a nonprofit corporation.

c. "Lot" shall mean and refer to any tract of land identified as a lot or tract on the Plat for purposes of this instrument, "Lot" shall not be deemed to include any portion of any common areas in the Subdivision, regardless of the use made of such areas.

d. "Committee" shall mean and refer to the Architectural Committee for AERO ESTATES as set forth in item 11 hereof.

e. "Owner" or "Owners" shall mean and refer to the owner or owners of the fee simple title to one or more Lots but shall not mean or refer to any person or entity holding only a lien on a Lot or owning only any easement or a mineral interest thereon or therein.

2. All lots shall be known and used exclusively for Airpark Residential Purposes. This means residential lots on the airpark, for a house with a hangar or a hangar-home. If a house is to be build first there must be enough space left on the lot including the applicable setbacks for a hangar with minimum dimensions of 40*45 feet.

3. No lot shall be re-subdivided, and no more than one single family dwelling, not to exceed thirty (30) feet in height over closest runway access point, shall be erected, placed or permitted to remain on any residential lot. No structure of a temporary character, trailer, mobile home, motor home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. An exception for a temporary time of construction not to exceed 180 days may be allowed.

4. No residence of less than one thousand (1000) square feet of heated living area, excluding porch area, carport, garage, or hangar space shall be erected or constructed on any lot. Those owners of record prior to February 1, 2003, and their successors, are exempt from this requirement.

5. Any building erected on a Lot shall be built on a concrete foundation, and shall conform to all existing federal, state and local building codes for the type of building under construction. Buildings shall be neat in appearance and no building or structure shall be constructed or erected on the premises that shall be considered detrimental to the development. Any wood exteriors shall be stained or painted with two coats of paint or stain. All residences must be completed on the exterior within one hundred and eighty (180) days from the beginning date of construction; a one-time extension may be granted by the Architectural Committee.

6. No residence, garage or hangar shall be located on any lot nearer than twenty-five (25) feet to a taxiway, runway or road, nor nearer than ten (10) feet to the side lot line of any lot. In the event of common ownership of more than one lot and the construction of one building on more than one lot, the combined area owned shall be considered as one lot. No obstruction greater than 18 inches in height shall be located on any lot nearer than 10 feet from the edge of a taxiway or runway (measured from the property line). Exception to this setback and height restriction are three TVEC electrical boxes (number 12,15, 9) along the runway, and one power pole on the west side of Taxiway "B", and all TVEC electrical boxes along several taxiways placed before 5/1/2024. No further exceptions will be granted from this date 5/1/2024 forward.

7. An easement of five feet in width along the perimeter of all lots is to be used for purposes of the utilities, with exact location, within that easement, to be decided by the utility company. All utilities are to be buried. No building shall be located over, under, upon or across any portion of any utility easement.

The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

8. No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as recommended by local health and zoning authority. Portable facilities may be used for special occasions only.

9. No sign shall be erected, placed, or permitted on any residential lot, except a standard real estate for sale sign, not to exceed sixteen (16) by twenty-four (24) inches. Signs installed prior to February 1- 2003, by owners of record are exempted.

10. No external tower or antenna except satellite dishes shall be allowed on any lot or structure; a waiver can be granted by the Association on an individual basis. Antennas or towers installed prior to February 1- 2003, by owners of record are exempted.

11. An Architectural Committee composed of three (3) Association members to be elected by the Association. The Association Board of Directors shall have the right to appoint a new Association member for the Committee in the event of a vacancy due to death or resignation until such time that the Association can elect a replacement.

Prior to construction, all plans for a building or exterior improvement shall be approved by a majority of the Architectural Committee. The plan must show all uses and dimensions and

the location of the building and/or improvement. Should a deadlock occur, a majority ruling by the Association Board of Directors shall be used. If no answer on proposed plans is received from the Committee within 30 days, the plan is automatically approved. The property owner shall have the right to appeal the Committee's decision to the general membership of the Association.

The Committee, with oversight by the Association, may authorize variances from compliance with any of the provisions of this Declaration. Such variances must be in writing and shall become effective when approved in writing by the Committee. Any construction that varies from approved plans by the Architectural committee will have to be reversed, or additional approval needs to be obtained in writing, unresolved variations may result in legal or equitable proceedings. Variances from the Plat of record must be filed at the county courthouse.

12. No lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage or other wastes shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no noxious or offensive trade or activity shall be performed on any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including, but not limited to, lighting.

13. The owner of each lot shall keep the same clean and free of weeds and debris. Upon failure to do this, the Association will notify the owner personally or by certified mail. If the owner does not respond within 21 days, the Association may have the lot cleaned at the lot owner's expense.

14. No animals or fowl, except household pets, shall be kept or maintained on any lot. Local pet ordinances will apply, and no owner will be allowed to operate an animal kennel and/or pet breeding for commercial purposes is not allowed.

15. Each property owner shall be a member of the Association and be subject to its rules and regulations and shall have one vote in accordance with the Association Bylaws, regardless of number of lots owned.

16. The Association shall establish safety policies and procedures and shall provide for the enforcement of these Covenants, Conditions and Restrictions, and shall be responsible for maintaining liability insurance and the maintenance of the common areas.

The Association shall assume the responsibility for all tax liability (if any) and the lease agreement with the Upper Neches River Authority for the waterfront access and use.

17. The Plat dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat recorded or hereafter recorded in the Real Property Records of Henderson and/or Anderson County, Texas, shall be construed as being included in each contract, deed, or conveyance executed or to be executed by any Owner, conveying the Property or any part thereof whether specifically referred to therein or not. All Owners shall have free and unlimited

access to any common area in the subdivision, which shall include any areas of land for the common use, enjoyment and benefit of the Association and the Owners, including, without limitation, the runway, taxiways, roads, lake point (subject to the regulations of the Upper Neches River Authority), boat ramp, docks, piers, boat basin and any future area in the Subdivision designated by the Association as a "common area".

18. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part; however, they may be changed, altered, amended or revoked in whole or in part by petition of the owners with minimum participation (a quorum) of 67 percent with a passing vote of 67 percent.

19. Enforcement of these covenants shall be a legal or equitable proceeding against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations.

20. Invalidation of any one of these covenants by a judgment, or court order, shall in no way affect any of the other provisions or covenants, which shall remain in full force and effect.

21. This Declaration amends and restates in its entirety the Original Declaration, and the Amended and Restated Declaration and shall be effective as of the date hereof with the SAME PRIORITY AS THE ORIGINAL DECLARATION, it being expressly understood and intended that NOTHING CONTAINED HEREIN SHALL IN ANY MANNER IMPAIR OR AFFECT THE VALIDITY OR PRIORITY OF THE COVENANTS AND OBLIGATIONS CREATED UNDER THE ORIGINAL DECLARATION.

22. NOTICE. AERO ESTATES IS AN AIRPORT COMMUNITY, AND OWNERS SHOULD BE AWARE THAT THERE WILL BE AIRCRAFT OPERATIONS ON THE RUNWAY AND TAXIWAYS, WHICH ARE AN INTEGRAL PART OF THE COMMUNITY. ALL AIRCRAFT WILL HAVE THE RIGHT-OF WAY AND PRIORITY OVER CARS, TRUCKS AND BOATS. "RUN-UP" SHALL BE DONE IN SUCH A MANNER AS TO NOT CREATE A NUISANCE OR CAUSE DAMAGE TO THE PROPERTY OF OTHERS. NO DOT LICENCED MOTOR VEHICLE IS ALLOWED ON TAXIWAYS OR RUNWAYS EXCEPT AS APPROVED BY THE ASSOCIATION.

23. PURCHASER OF ANY LOT AT AERO ESTATES IS REQUIRED TO HAVE A VALID FAA CERTIFICATE

It is expressly understood that Aero Estates is an airport community and that there will be aircraft operations on the runway and taxiways which are an integral part of the community. In an effort to maintain the integrity of the airport community, the Purchaser of a Lot(s) is required to possess a valid Federal Aviation Administration (FAA) certificate or valid foreign equivalent. Any of the following types of certificates will meet this requirement: aircraft, powerplant, student, private, sport, recreational, commercial, airline transport, any of the categories (and classes of these categories of license types)

of airplane, rotorcraft, powered lift, glider, ultra-light, and lighter than air are all valid to meet the certification requirements. If the Purchaser is more than one person, then at least one member of the Purchaser group must meet the certification requirements. Purchaser, or heirs, assignees, or successors of the Purchaser will not sell Residential Lot(s) or allow Residential Lot(s) to be sold to any individual or group that does not meet this requirement. This requirement may be waived for specific individual cases by the Declarant or the POA. If this requirement is waived for a specific case, this waiver does not set a precedent to require the Declarant or POA to make the same waiver for other cases in the future. If the FAA or foreign equivalent entity is replaced in the future by some other governmental authority, then a certificate from the replacement governmental authority will be required. If other types of certificates are added by the FAA or a successor government agency or valid foreign equivalent, then these new certificates will also be considered as valid. Certificate must be in effect at the time of the purchase of property and must be presented at the time of the closing sale. If somehow a sale is completed without these FAA requirements being met the Aero Estates annual dues for this owner will be four times the normal rate until the FAA requirements are met.