

Guadalupe Courthouse Filing Information, CC&Rs/etc.

Amended and Restated By-Laws – 2588/0957, 20 Feb 2008

CC&Rs – 1389/0146-0158, 4 Dec 1998

Amendment to set-backs – 1496/764, 25 Feb 2000

Change to Voting Quorum – 1951/0361, 6 January 2004

Escrow Account – 3063/0137, 28 Nov 11

Managing Past-Due Accounts – 2015014706, 07/27/2015, 11:37:57 AM

**Add to Section 11, Para 29, Mandating Mediation/Arbitration –
2015023483 11/16/2015 12:45:57**

**Add to Section 11, Para 9, Notification/Billing of Property Owners'
Whose Property(ies) is(are) Out of Compliance with Section 11, Para 8
– 2016025657 11/21/2016 10:16:07**

**Add to Section 11, Para 1, Speed Limits, change to 15 MPH. Filed at
2017028814.**

Also of Importance

**Amended Management Certificate, 13 Feb 2012 – filed with the CC&R's
at Courthouse at 2588/60957 13 Feb 2012**

**Articles of Incorporation – 15 Dec 2000 – on file with the Texas
Secretary of State**

Amended Management Certificate

This Management Certificate is being recorded for the Zuehl Airport Flying Community Owners Association, Inc. (the "Association") in compliance with the terms of Chapter 209 of the Texas property code, and with regard to the Zuehl Flying Community P.U.D. Subdivision:

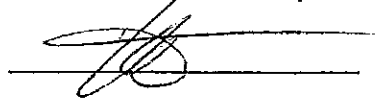
<u>Document</u>	<u>Recording Data for Document</u>	<u>Recording Document for Subdivision</u>
Amended and Restated By Laws Of the Zuehl Airport Flying Community Owners Association, Inc.	Guadalupe County Clerks' File Vol. 2588 P60957	As Shown in By Laws as Supplemented
Declaration of Covenants, Conditions, and Restrictions for the Zuehl Flying Community P.U.D. Subdivision as Recorded in Volume 6, Page 32 of the Guadalupe County Plat Records.	Guadalupe County Clerk's File Number 1389/0146	As Shown in the Declaration

The Association may be currently contacted as follows:

ZAFCOA
PO Box 618
Marion, TX 78124

The information set forth in this Amended Management Certificate may be amended by the recordation of an Amended Management Certificate.

Executed on this 13th day of February, 2012 by William D. Smith, President ZAFCOA Board of Directors

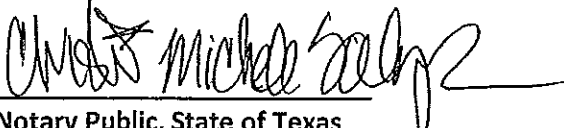


STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day appeared personally William D. Smith
Known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th DAY OF February, 2012

My Commission expires:


Notary Public, State of Texas



**ARTICLES OF INCORPORATION
OF
ZUEHL AIRPORT FLYING COMMUNITY OWNERS ASSOCIATION, INC.**

The undersigned natural person over the age of 18, acting as incorporator, hereby adopts the following Articles of Incorporation of Zuehl Airport Flying Community Owners Association, Inc.:

**ARTICLE 1
NAME**

The name of the Corporation is **ZUEHL AIRPORT FLYING COMMUNITY OWNERS ASSOCIATION, INC.** (the "Corporation").

**ARTICLE 2
NONPROFIT CORPORATION**

The Corporation is a nonprofit corporation. Upon dissolution, all of the assets of the Corporation shall be distributed to the State of Texas or an organization exempt from taxes under Internal Revenue Code Section 528 or Section 501 (c)(3).

**ARTICLE 3
DURATION**

The Corporation will continue in perpetuity.

**ARTICLE 4
PURPOSES**

The purposes for which the Corporation is organized are as follows: (1) to provide an organization consisting of the owners of the property located in the Zuehl Flying Community P.U.D. Subdivision, Unit 1, as recorded in Volume 6, Page 32 of the Plat Records of Guadalupe County, Texas, to provide for operation, management, maintenance, and preservation of the common areas, including without limitation, the runways and taxiways of the Zeuhl Airport Flying Community; (2) to promote the safety and welfare of owners of the property in the Zeuhl Airport Flying Community; (3) to acquire property, including without limitation, the common areas of the Zeuhl Airport Flying Community; (4) to promote and enhance use of the Zeuhl Airport Flying Community and the welfare of the users of the Zeuhl Airport; (5) to exercise all of the powers and privileges and to perform the duties of the Corporation as set forth in the Declaration of Covenants,

Conditions, and Restrictions for Zuehl Flying Community P.U.D. Subdivision, Unit 1, as recorded in Volume 1389, Page 0146, and as amended by instrument recorded in Volume 1496, Page 764 of the Official Public Records of Guadalupe County, Texas (the "Declaration"), and the Bylaws of the Corporation; (6) to fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration and to pay expenses of operation of the Corporation; and (7) to do all other acts consistent with being a non-profit community homeowners association.

ARTICLE 5 POWERS

Except as these Articles otherwise provide, the Corporation has all the powers provided in the Texas Non-Profit Corporation Act. Moreover, the Corporation has all implied powers necessary and proper to carry out its express powers. The Corporation may reasonably compensate directors, or officers for services rendered to or for the Corporation in furtherance of one or more of its purposes.

ARTICLE 6 RESTRICTIONS AND REQUIREMENTS

The Corporation may not pay dividends or distribute corporate income to its directors, or officers, or otherwise accrue distributable profits, or permit the realization of private gain. The Corporation may not take any action prohibited by the Texas Non-Profit Corporation Act.

The Corporation may not take any action that would be inconsistent with the requirements for a tax exemption under Internal Revenue Code Section 528 or 501(c)(3) and related regulations, rulings, and procedures. Nor may it take any action that would be inconsistent with the requirements for receiving tax-deductible charitable contributions under Internal Revenue Code Section 170(c)(2) and related regulations, rulings, and procedures. Regardless of any other provision in these Articles of Incorporation or state law, the Corporation may not:

1. Engage in activities or use its assets in manners that do not further one or more exempt purposes, as set forth in these Articles and defined by the Internal Revenue Code and related regulations, rulings, and procedures, except to an insubstantial degree.
2. Serve a private interest other than one clearly incidental to an overriding public interest.
3. Devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise, except as provided by the Internal Revenue Code and related regulations, rulings, and procedures.
4. Participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. The prohibited activities include publishing or distributing statements and any other direct or indirect campaign activities.
5. Have objectives characterizing it as an "action organization" as defined by the Internal Revenue Code and related regulations, rulings, and procedures.

6. Distribute its assets on dissolution other than for one or more exempt purposes. On dissolution, the Corporation's assets will be distributed to the state government for a public purpose, or to an organization exempt from taxes under Internal Revenue Code Section 528 or Section 501(c)(3) to be used to accomplish the general purposes for which the Corporation was organized.

7. Permit any part of the Corporation's net earnings to inure to the benefit of any private shareholder or member of the Corporation or any private individual.

8. Carry on an unrelated trade or business, except as a secondary purpose related to the Corporation's primary, exempt purposes.

ARTICLE 7 MEMBERSHIP

The Corporation will have one or more classes of members as provided in the Bylaws of the Corporation.

ARTICLE 8 INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the Corporation's initial registered office is 6898 Gin Road, Marion, Texas 78124. The name of the initial registered agent at this office is Dorothy Golding.

ARTICLE 9 MANAGING BODY OF CORPORATION

The management of the corporation is vested in its Board of Directors and such committees of the board that the board may, from time-to-time, establish. The bylaws will provide the qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors.

The initial Board will consist of the following three persons whose names, addresses, and initial voting rights are listed below:

<u>Name:</u>	<u>Address:</u>	<u>Initial Voting Rights</u>
Dorothy Golding	6898 Gin Road, Marion, Texas 78124	5 votes
Mike Meeks	425 Plane Lane, Marion, Texas 78124	1 vote
Steve Whitaker	156 Vagabond Lane, Marion, Texas 78124	1 vote

The number of directors may be increased or decreased by adopting or amending bylaws of the Corporation. The number of directors may not be decreased to fewer than three. The voting rights of directors will be set out in the bylaws.

ARTICLE 10
LIMITATION ON LIABILITY OF DIRECTORS

A director is not liable to the Corporation or members for monetary damages for an act or omission in the director's capacity as director except as otherwise provided by a Texas statute.

ARTICLE 11
INDEMNIFICATION

The Corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the Corporation as provided by the provisions of the Texas Non-Profit Corporation Act governing indemnification.

As the bylaws provide, the Board may define the requirements and limitations for the Corporation to indemnify directors, officers, or others related to the Corporation.

ARTICLE 12
CONSTRUCTION

All references in these Articles to statutes, regulations, or other sources of legal authority refer to the authorities cited, or their successors, as they may be amended from time to time.

ARTICLE 13
ACTION BY WRITTEN CONSENT

Action may be taken by use of signed written consents by the number of members, directors, or committee members whose vote would be necessary to take action at a meeting at which all such persons entitled to vote were present and voted. Each written consent must bear the date of signature of each person signing it. A consent signed by fewer than all of the members, directors, or committee members is not effective to take the intended action unless consents, signed by the required number of persons, are delivered to the Corporation within 60 days after the date of the earliest-dated consent delivered to the Corporation. Delivery must be made by hand, or by certified or registered mail, return receipt requested. The delivery may be made to the Corporation's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent having custody of books in which the relevant proceedings are recorded. If delivery is made to the Corporation's principal place of business, the consent must be addressed to the president or principal executive officer.

The Corporation will give prompt notice of the action taken to persons who do not sign consents. If the action requires documents to be filed with the secretary of state, the filed documents will state that the written-consent procedures have been properly followed.

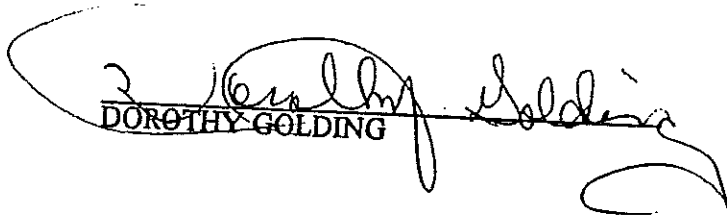
A telegram, telex, cablegram, or similar transmission by a member, director, or committee member, or photographic, facsimile, or similar reproduction of a signed writing is to be regarded as being signed by the member, director, or committee member.

**ARTICLE 14
INCORPORATOR**

The name and street or post-office address of the incorporator is:

Dorothy Golding
6898 Gin Road
Marion, Texas 78124

I hereby execute these Articles of Incorporation on the 15th day of December, 2000.


DOROTHY GOLDING

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AMENDED AND RESTATED BYLAWS
OF
ZUEHL AIRPORT FLYING COMMUNITY OWNERS ASSOCIATION, INC.
A TEXAS NONPROFIT CORPORATION

ARTICLE 1

DEFINITIONS

Subdivision

1.01. *Subdivision* shall mean all of the real property located in Guadalupe County, Texas, including the land; all improvements and structures on the land; and all easements, rights, and appurtenances to the land, more particularly described as follows: Zuehl Flying Community, P.U.D. Subdivision, Unit 1, a subdivision located in Guadalupe County, Texas.

1.02. *Declaration* shall mean the Declaration of Covenants, Conditions and Restrictions for Zuehl Flying Community P.U.D. Subdivision, Unit 1, and filed in the Office of the County Clerk of Guadalupe County, Texas, on 12/04/1998, in Volume 1389, Page 0146 of the Real Property Records of Guadalupe County, Texas, and including any amendments to the Declaration as may be made from time to time in accordance with the terms of the Declaration.

Other Terms Defined

1.03. Other terms used in these amended and restated Bylaws, hereinafter referred to as ("Bylaws"), shall have the meaning given them in the Declaration, which is incorporated by reference and made a part of these Bylaws.

ARTICLE 2

APPLICABILITY OF BYLAWS

Corporation

2.01. These Bylaws constitute the Bylaws of the nonprofit corporation known as Zuehl Airport Flying Community Owners Association, Inc. (ZAFCOA, Inc.) (hereinafter, the "Association"), and fully supersede and replace the prior Bylaws.

2.02. The provisions of these Bylaws are applicable to the Subdivision as defined in Section 1.01 of these Bylaws.

2.03. All present or future owners, present or future tenants, their employees, or other persons that use the common areas of the Subdivision in any manner are subject to these Bylaws. The acquisition or rental of any lot within the Subdivision, or the act of occupancy of any lot within the Subdivision, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

ARTICLE 3

OFFICES

Principal Office

3.01. The principal office of the Association shall be located at 434 Stearman, Marion, Texas 78124.

Registered Office and Registered Agent

3.02. The Association shall have and shall continuously maintain in the State of Texas a registered office and a registered agent, whose office shall be identical with the registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 4

QUALIFICATIONS FOR MEMBERSHIP AND CLASSES OF MEMBERS

Membership

4.01. The membership of the Association shall consist of all of the Owners of Lots within the Subdivision.

Qualifications as a Member

4.02. Every natural person or entity who is record owner of a fee interest or undivided fee interest in a Lot and/or Hangar Lot which is a part of the Subdivision shall hold a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot or Hangar Lot shall be the sole qualification for membership. Any mortgage holder or lien holder who acquires title to any Lots and/or Hangar Lots through

judicial or non-judicial foreclosure, or by voluntary reconveyance of the property from its debtor, shall then be a Member of the Association.


Proof of Membership

4.03. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a lot in the Subdivision. Such deed or policy shall be conclusive in the absence of a conflicting claim based on a later deed or policy.

Certificates of Membership

4.04. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

Conditions on Privileges of Membership

 4.05. The privileges of membership shall be subject to payment of assessments and compliance with the Declaration and the Rules and Regulations of the Association.

ARTICLE 5

VOTING RIGHTS

Voting

5.01. Voting rights shall be allocated among the Members on the basis of one vote per assessed Lot and/or Hanger Lot owned in accordance with the terms of the Declaration. All Members of the Association shall be entitled to one vote per assessed Lot owned, on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended. Voting rights shall be automatically suspended if the payment of assessments on a Lot are delinquent and may be suspended for a period not to exceed ninety (90) days for cause, including failure to comply with the Declaration or the Rules and Regulations of the Association by a three fourths vote of the Board of Directors.

When a Lot and/or Hangar Lot is owned by more than one individual or entity, the individuals or entities holding an ownership interest in that Lot or Hangar shall be considered

entitled to a total of one combined vote; that is one Lot (or Hangar Lot), one vote. The vote for such Lot or Hangar Lot shall be exercised as the Owners determine and shall be submitted in writing signed by all such Owners. If such vote cannot be agreed upon, the vote shall be deemed waived.

Proxies

5.02. At all meetings of Members, each Member eligible to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of the Member's lot or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

Required Vote

5.03. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, shall be the act of the meeting of Members, unless the vote of a greater number is required by statute, the Declaration, the Articles of Incorporation of this Association, or by these Bylaws.

Cumulative Voting

5.04. Cumulative voting is not permitted.

ARTICLE 6

MEETINGS OF MEMBERS

Annual Meetings

6.01. An Annual meeting of the Members of the Association shall be held during the month of November each year, on a day and time as set by the Board of Directors.

Special Meetings

6.02. Special meetings of the Members may be called by the Present, the Board of Directors, or by Members representing at least forty percent (40%) of the total voting power of the Association.

6.3. Meetings of the Members shall be held within the Subdivision or at a meeting place as close to the Subdivision as reasonably possible, as the Board may specify in writing.

6.4. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association or such other persons as may be authorized to call the meeting, by mailing or e-mailing (with Member consent), or personally delivering a copy of such notice at least fourteen (14) but not more than thirty (30) days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. The notice shall also be posted within the Project.

Order of Business

6.05. The order of business at all meetings of the Members shall be as follows:

- (a) Proof of notice of meetings or waiver of notice.
- (b) Reading of Minutes of preceding meeting.
- (c) Reports of officers.
- (d) Reports of committee.
- (e) Election of directors (Annual meeting only).
- (f) Unfinished business.
- (g) New business.

Action Without Meeting

6.06. (a) Any action required by law to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by a majority (unless a greater than majority vote is specified in the Declaration) of the Members and filed with the Secretary of the Association.

(b) Any action required by law to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by at least the number of Members whose vote would be necessary to take action at a meeting at which all such persons entitled to vote were present and voted. Each written consent must bear the date of signature of

each person signing it. A consent signed by fewer than all of the Members is not effective to take the intended action unless consents, signed by the required number of persons, are delivered to the Association within 60 days after the date of the earliest-dated consent delivered to the Association. Delivery must be made by hand, or by certified or registered mail, return receipt requested. The delivery may be made to the Association's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent having custody of books in which the relevant proceedings are recorded. If delivery is made to the Association's principal place of business, the consent must be addressed to the president or principal executive officer.

The Association will give prompt notice of the action taken to persons who do not sign consents. If the action requires documents to be filed with the secretary of state, the filed documents will state that the written-consent procedures have been properly followed.

Action by Vote of Sixty Percent of the Members

6.07. Notwithstanding any provision contained herein or in the Declaration, by a vote of sixty percent (60%) of the Members, the Members may take any affirmative action whether or not in conflict with a decision of the Board of Director and may vote to overturn or veto any decision of the Board of Directors.

ARTICLE 7

BOARD OF DIRECTORS

Number and Term

7.01. The affairs of this Association shall be managed by a Board of Directors consisting of seven persons, all of whom must be Members of the Association.

Term

7.02. Directors shall hold office for a term of two years and until their successors are elected. The Directors term of office shall be staggered so that no more than four Directors are elected at any Annual meeting of the Members.

7.2. A Director may be removed from office with or without cause by a vote of sixty percent (60%) of the Members of the Association.

7.3. In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the Members shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor.

Compensation

7.05. With the prior approval of a majority of the Members of the Association, a Director may receive compensation in a reasonable amount for services rendered to the Association. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

7.06. The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Declaration.

Indemnification

7.07. In accordance with Article 11 of the Articles of Incorporation and Section 8.102 of the Texas Business Organization Code, the Association shall indemnify and hold harmless every Director and Officer against expense or cost, including attorneys fees, as well as any amount paid upon a judgment, in connection with any action, suit or proceeding to which a Director or Officer is a party by reason of having been an Officer or Director to the Association, save only and except for their willful or intentional misconduct.

ARTICLE 8**NOMINATION AND ELECTION OF DIRECTORS****Nomination**

8.01. Nomination for election to the Board of Directors shall be made by a nominating committee appointed by the Board of Directors. Nominations may also be made from the floor at the annual meeting of the Members.

Election

8.02. Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominees receiving the highest number of votes shall be elected.

ARTICLE 9**MEETINGS OF DIRECTORS****Regular Meetings**

9.01. Regular meetings of the Board of Directors shall be held quarterly at a place within the Subdivision and at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings shall be posted at a prominent place or places within the Subdivision.

Special Meetings

9.02. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two (2) Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days prior to the date fixed for such meeting by written notice either delivered personally, sent by mail or e-mail, or sent by facsimile to each Director at the Director's address, e-mail address, or facsimile number as shown in the records of the Association. A copy of the notice shall be posted in a prominent place or places in the Subdivision not less than three (3) days prior to the date of the meeting.

Quorum

9.03. A quorum for the transaction of business by the Board of Directors shall be the presence of members of the Board holding a majority of the number of positions on the Board of Directors as fixed by these Bylaws.

Voting Requirement

9.04. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Declaration, the Articles of Incorporation of this Association or these Bylaws requires the vote of a greater number.

Open Meetings

9.05. Regular and special meetings of the Board shall be open to all Members of the Association, provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

9.06. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any and all business to be considered in executive session shall first be announced in open session.

OFFICERS


 **Enumeration of Officers**

10.01. The Officers of this Association shall be a President, a Vice-President, a Secretary, and a Treasurer who shall at all times be members of the Board of Directors. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

10.02. The President of this Association shall be elected annually by the Members and all other officers of the Association shall be elected by the Board of Directors, and each shall hold office for two (2) years, unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

Resignation and Removal

10.03. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Any Officer other than the President may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

Multiple Offices

10.04. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Compensation

10.05. Officers shall receive such compensation for services rendered to the Association as determined by the Board of Directors and approved by a majority vote of the Members of the Association.

ARTICLE 11

PRESIDENT

Election

11.01. At each Annual meeting of the Members, the Members shall elect one of the Directors to act as President.

Duties

11.02. The President shall perform the following duties:

(a) Preside over all meeting of the Members and of the Board.

(b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of another Officer.

(c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than three days.

(d) Have, subject to the advice and consent of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board.

ARTICLE 12 ,

VICE-PRESIDENT

Election

12.01. At the first meeting of the Board immediately following the Annual meeting of the Members, the Board shall elect one of its Members to act as Vice-President.

Duties

12.02. The Vice-President shall perform the following duties:

(a) Act in the place and in the stead of the President in the event o the President's absence or inability to act.

(b) Exercise and discharge such other duties as may be required of the Vice-President by the Board. In connection with any such additional duties, the Vice-President shall be responsible to the President.

ARTICLE 13

SECRETARY

Election

7012588 P00967

13.01. At the first meeting of the Board immediately following the Annual meeting of the Members, the Board shall elect a Secretary.

Duties

13.02. The Secretary shall perform the following duties:

- (a) Keep record of all meeting sand proceedings of the Board and of the Members.
- (b) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
- (c) Keep appropriate current records showing the Members of the Association together with their addresses.
- (d) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

ARTICLE 14

TREASURER

Election

14.01. At the first meeting of the Board immediately following the Annual meeting of the Members, the Board shall elect a Treasurer.

Duties

14.02. The Treasurer shall perform the following duties:

- (a) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
- (b) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.

(c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures.

(d) Prepare and distribute the financial statements for the Association required by the Declaration.

Page 11

ARTICLE 15

BOOKS AND RECORDS

Maintenance

15.01. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the corporation. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

Inspection

15.02. The Governing Instruments of the Subdivision, the membership register, the books of account, and the minutes of proceedings shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time.

ARTICLE 16

GENERAL PROVISIONS

Amendment of Bylaws

16.01. These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Association by the affirmative majority vote of the Members present and eligible to vote in person or by proxy. Notwithstanding the above, the percentage of affirmative votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Page 12

Adoption

16.02. These Bylaws were adopted by the Members of the Association on the 18th day of August, 2007.

Leo V. Gates II

Leo V. Gates II
Secretary, ZAFCOA, Inc.

STATE OF TEXAS

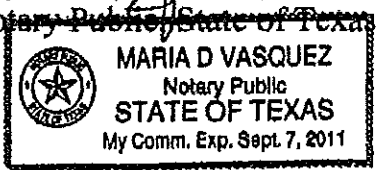
COUNTY OF GUADALUPE

BEFORE ME, the undersigned authority, on this day personally appeared Leo V. Gates II, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20 day of February, 2008

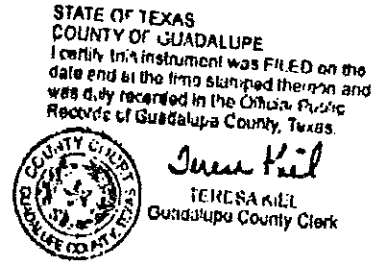
My commission expires: 9/7/11

M. Vasquez
Notary Public, State of Texas



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TERESA KILL
COUNTY CLERK GUADALUPE COUNTY
BY *Teresa Kill*



→ Leo Gates
354 Cub Dr.
Marion, TX 78124

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ZUEHL FLYING COMMUNITY P.U.D. SUBDIVISION, UNIT 1 AS RECORDED IN VOLUME 6, PAGE 32 OF GUADALUPE COUNTY PLAT RECORDS.

STATE OF TEXAS

COUNTY OF GUADALUPE

WHEREAS, DOROTHY GOLDING or her successor in interest (herein called "the Developer"), and the undersigned are the owners of all that certain real property located in Guadalupe County, Texas, described as follows:

Zuehl Flying Community, P.U.D. Subdivision, Unit 1, a subdivision located in Guadalupe County, Texas as recorded in Volume 6, Page 32 of Guadalupe County Plat Records. Zuehl Flying Community consists of approximately 121 acres of improved and unimproved land situated in the Southwest portion of Guadalupe County, Texas and in the extraterritorial jurisdiction of the City of San Antonio, Texas.

Now, therefore, the undersigned hereby declare that all of the property described above shall be subject to the following restrictions:

SECTION ONE

DEFINITIONS

1. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Lot or Hangar Lot (defined below), and includes a purchaser of same under a contract for deed.
2. "PROPERTIES" or "ZUEHL FLYING COMMUNITY" (either or collectively "ZUEHL") shall mean and refer to that certain real property described above, platted and recorded at Volume 6, Page 32 of Guadalupe County Plat Records whereby the Owners of said tract executes or ratifies this Declaration of Covenants, Conditions and Restrictions.
3. "LOT" shall mean and refer to that portion of any of the plat of land shown upon the plat and subdivision map recorded as ZUEHL FLYING COMMUNITY at Volume 6, Page 32 of Guadalupe County Plat Records, on which there is or will be built a single family home, or hangar. The term "LOT" or "PROPERTIES" shall not include any properties reserved for future development shown on the said map or plat. Finally, the term "LOT" shall include and refer to those tracts of land which were sold by metes and bounds now shown as Lots 8, 9, 26, 27, 28, 33, 34, 38, 42, 44, 45, 46, 47, 48, 54, 55, 56, 57, 58, 59, 60, 61, 62, 86, 87, 88, 92, 97, 108, 109, 110, 111, 116, 117, and 118 on the plat, if the owner of same executes this Declaration of Covenants, Conditions and Restrictions or ratifies same. Any such ratification will be deemed to include and agreement to pay assessments.
4. "HANGAR LOT" shall mean and refer to platted lots, or property of insufficient size to qualify for a septic system, in ZUEHL FLYING COMMUNITY, shown upon the plat and Subdivision map recorded in Volume 6, Page 32, of the Guadalupe County Plat Records, on which there is or intended to be built an aircraft hangar. The term "HANGAR LOT" shall not include any properties reserved for future development shown on said map or plat.
5. "COMMON AREA" shall mean and refer to that portion of the Subdivision, including, by example and not limitation, runways and overruns, taxiways/drives, and any other Lots or Properties in ZUEHL owned or acquired by the Association (defined below) for the common use and enjoyment of the Members (defined below) of the Association which and when those properties are expressly conveyed by Developer (defined below) to the Association as a Common Area. Every Owner shall have a non-exclusive easement of access and enjoyment over the Common Areas, subject to these restrictions and subject to the Association's by-laws, regulations, and any previously vested rights. None of the taxiways and drives, runways or Lots or Properties shown on the plat shall be dedicated to the public.

1389/0147

- 6. "RESERVED FOR FUTURE DEVELOPMENT PROPERTIES" shall be those tracts shown and designated on the plat or plats of ZUEHL, which are owned by the Developer and are not subject to this Declaration of Covenants, Conditions and Restrictions.
- 7. "DEVELOPER" shall mean and refer to Dorothy Golding or her successors in interest.
- 8. "ASSOCIATION" shall mean and refer to ZUEHL AIRPORT FLYING COMMUNITY OWNERS ASSOCIATION, INC. a Texas non-profit corporation, and its successors and assigns.
- 9. "MEMBER" shall mean and refer to every person or entity who holds a membership in the Association.
- 10. "SUBDIVISION" shall mean and refer to that certain real property within the perimeter of ZUEHL FLYING COMMUNITY, a Subdivision, as shown in Volume 6, Page 32, Plat Records of Guadalupe County, Texas, except for the Reserved For Future Development Properties.

SECTION TWO

MEMBERSHIP AND VOTING RIGHTS

Every natural person or entity who is a record owner of a fee interest or undivided fee interest in a Lot and/or Hangar Lot which is a part of Zuehl shall hold a membership in the Association. Each person or entity which holds a contract interest in a Lot and/or Hangar Lot

under a contract for deed with Developer shall hold a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot other than in the case of a contract purchaser from Developer. Ownership of a Lot or Hangar Lot shall be the sole qualification for membership. Any mortgage or lienholder who acquires title to any Lots and/or Hangar Lots through judicial or non-judicial foreclosure, or by voluntary reconveyance of the property from its debtor, shall then be a Member of the Association. Subject to the provisions hereof, Members shall have one vote for each assessed Lot and/or Hangar Lot owned. All Members of the Association shall be entitled to one vote per assessed Lot owned, on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended. Voting rights may be suspended by the Board of Directors by three fourths (3/4) vote of the Members. The Developer shall have one vote for each Lot and/or Hangar Lot it owns.

When a Lot and/or Hangar Lot is owned by more than one individual or entity, the individuals or entities holding and ownership interest in that Lot or Hangar Lot shall be considered entitled to a total of one combined vote; that is one Lot (or Hangar Lot) one vote. The vote for such Lot or Hangar Lot shall be exercised as the Owners determine and shall be submitted in writing signed by all such Owners. If such vote cannot be agreed upon, the vote shall be deemed waived.

The privileges of membership shall be subject to payment of assessments and compliance with the rules of the Association.

The Association has the right to suspend voting rights of any member and/or to suspend the right to use the Common Areas and other facilities owned or operated by the Developer or the Association for any period during which any assessment against the Owner's Lot or any other sum due the Association by the Owner remains unpaid. The Association further has the right to suspend voting rights of any member and to suspend the right to use the Common Areas and other facilities owned or operated by the Developer or the Association for a period not to exceed thirty (30) days for any infraction of the rules promulgated by the Developer or the Association.

The Members rights are also subject to the terms and provisions of any deeds of trust or other lien instruments against the Common Area. The Common Area shall remain undivided and shall at all times be owned by the Developer or the Association or its successors, it being agreed that this provision is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area. Notwithstanding the above, the Developer during the Developer's ownership of the Common Areas reserves the right to grant, convey dedicate, and/or reserve easement over, on, or under the Common Area for utility services,

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PAGE 15 OF 15

1389/0148

(except for runways, for which utility easement shall be below ground only) and for any other purposes specifically set forth herein.

The Association has the right, by a vote of three-fourths (3/4) of Members to encumber, and secure debts against the Common Area or a portion thereof, to maintain, improve or construct facilities thereon or to refinance any debt secured by such property.

SECTION THREE

MAINTENANCE AND OTHER ASSESSMENTS

For the purpose of this section, Hangar Lots and Lots shall be treated in the same manner. Each Owner of any Lot in the Subdivision shall be subject to assessment whether or not such is expressed in the Deed or other evidence of conveyance and each Owner is deemed to covenant and agree to pay the Developer or the Association after transfer from the Developer the following:

- (a) Annual or monthly assessments or charges;
- (b) Special assessments for capital improvements imposed by a vote of three-fourths (3/4) of the Board of Directors and Members; and
- (c) Any other sum to the extent they are specifically provided for elsewhere in this Instrument, or in the Deed or other evidence of conveyance.

Such assessments or charges are to be established and collection made as herein provided. These charges and assessments together with interest thereon and cost of collection thereof including attorney's fees, as hereinafter provided, shall be a lien on the land (Lots and Hangar Lots) and shall be secured by a continuing Vendor's Lien upon the Lots and Hangar Lots against which such assessments or charges are made. Each such assessment, charged together with interest, costs, and reasonable attorney's fees, shall also be and remain the personal obligation of the individual Owners. In addition, assessments and charges will be chargeable to successors in title and such assessments shall remain a lien against the Lot. To the extent consistent with the rights of mortgages pursuant to the terms and provisions hereof, upon the sale or conveyance of a Lot or Hangar Lot, all unpaid assessments against a Lot shall be paid out of the sale price of the Lot; provided, however, that if such unpaid assessments are not paid or collected at the time of a sale or conveyance of a Lot or Hangar Lot, the grantee of the Lot or Hangar Lot shall be jointly and severally liable with the selling Owner(s) for all unpaid assessments accrued to the time of the grant or conveyance without prejudice to the grantee's right to recover from the selling Owner(s) the amounts paid by the grantee. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, maintenance, and welfare of the Owners and/or improvement of the Common Areas. Without limiting the foregoing, the total assessments accumulated by the Association shall be applied toward the payment of all taxes, insurance premiums, repair, maintenance costs, collection and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges in connection with enforcement of this Declaration; and doing any other thing necessary or desirable in the opinion of the Directors of the Association with the vote of three-fourths (3/4) of the Directors, to keep and maintain the property in the Subdivision in neat and in good order of which

they consider to generally benefit the Owners and/or tenants or the Subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. Such funds may also be used to repair, maintain and restore abandoned or neglected residences, Lots, and Hangar Lots located in ZUBHL. It is understood that the judgment of the Board of Directors, with three-fourths (3/4) vote of the Directors, in establishing annual assessments, special assessments and other charges for the items set forth above and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. In addition and with a vote of three-fourths (3/4) of the Directors and of the Members, assessments may be made for any or all of the following purposes; lighting, building improvements, improving easements, sidewalks, taxiways, runways, paths, parks and parkways,

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PAGE 15 OF 15

and in acquiring and maintaining any amenities or recreational facilities that may be operated in whole or in part for the benefit of the Owners and tenants in the Subdivision:

The maintenance, repairs and replacement in or to Common Areas shall be performed by the Association and the cost and expense thereof shall be charged to all Lot and Hangar Lot Owners as a common expense, except to the extent same are necessitated by the negligence, misuse or neglect of a Lot or Hangar Lot Owner, in which case such cost and expense shall be paid by such Lot or Hangar Lot Owner.

Whenever in the judgment of the Board of Directors, the Common Area shall require additions, alterations, or improvements, and the making of such additions, alterations or improvements shall have been approved by:

- (i) the required vote as set forth above; and
- (ii) the institutional first mortgagee affected by such additions, alterations or improvements, the Association shall proceed with such additions, alterations, or improvements to such Common Areas. The cost and expense of any such additions, alterations, or improvements to such Common Area shall constitute a part of the common expenses and shall be assessed to the Unit Owners as common expenses.

BASIS AND MAXIMUM LEVEL OF ASSESSMENTS

For the purpose of this section, Hangar Lots and Lots shall be treated in the same manner. Until the end of December 1998, the maximum monthly assessment shall be FIFTEEN AND NO/100 DOLLARS (\$15.00) per assessed Lots and/or Hangar Lots owned. From and after such one year period, the annual assessment may be automatically increased, effective January 1 of each year, ONE AND NO/100 DOLLARS (\$1.00) per month per year without a vote of the Association. Any monthly assessment increase in excess of ONE AND NO/100 DOLLAR per month per year or any decrease must be approved by three-fourths (3/4) of the Directors of the Association and the Members. Such approved increase or decrease shall become effective on the date specified in the document evidencing such approval and written notice will be given to all members as provided below. All assessments are due and payable to the Association in advance on either a yearly or quarterly basis at the option of the Member.

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT

In addition to the assessment authorized above, the Association may levy a special assessment applicable to a certain period only, for the purpose of defraying, in whole or in part, the cost of any construction, or unexpected repair or replacement of a particular capital improvement located in or upon the Common Area, including any necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of three-fourths (3/4) of the Directors and the Members.

ASSESSMENT

For the purpose of this section Lots and Hangar Lots shall be treated in the same manner. Both monthly and special assessments shall apply to all Lots and must be uniform. Unsold Lots owned by the Developer, other than the Lot on which Developer's residence is located and the Developer's five Hangar Lots, shall not be assessed until sold or conveyed. The monthly assessment provided for herein shall commence on the first day of the month following the sooner of:

- (i) recording this Declaration; or
- (ii) the conveyance of a Lot to a Purchaser (which includes a Purchaser under a Contract of Dead with Developer) and payable in advance on either a yearly or quarterly basis at the option of the Member.

The first assessment shall be prorated as appropriate according to the number of days remaining in the month. On or before the 30th day of November in each year, the Directors of the Association and Members with a three-fourths (3/4) vote, shall fix the amount of the monthly

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PAGE 4 OF 15

1389/0150

assessments to be levied against each Lot in the next calendar year, if such assessments are different from the annual assessment as automatically increased.

In the event the assessments are different from those automatically increased, written notice of the figure set as the assessment shall be sent to every Owner of a Lot or Hangar Lot on or before December 14th of each year in advance for the subsequent year by or through the Board of Directors. Special assessments shall be due and payable thirty (30) days following the setting of such amount. The amount due for the monthly assessment for the coming year shall be due and payable on a quarterly basis or yearly bases in advance of each year or quarter. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot or Hangar Lot has been paid.

Any assessments or charges not paid when due are delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Developer or the Association may bring an action of

law against the Owner obligated to pay same, and/or foreclose the lien herein retained against the Lot and/or Hangar Lot. Interest, costs, and reasonable attorney's fees incurred in any such action shall be added to the amount of such lien and in addition shall be charged against the Owner as a debt. The aforesaid lien may be enforced by all methods available for the judicial enforcement and foreclosure of such liens. Owner may not waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot or Hangar Lot.

SECTION FOUR

SUBORDINATION OF THE LIEN TO CERTAIN MORTGAGES

For purposes of this section Lots and Hangar Lots shall be treated in the same manner. As hereinabove provided, the title to each Lot shall be subject to the Vendor's Lien securing the payment of all assessments and charges due the Developer or the Association. This Vendor's Lien shall be subordinate to any valid purchase money lien or mortgage created for improvements covering a Lot. Sale or transfer of any Lot or Hangar Lot shall not affect this Vendor's Lien. The sale or transfer of any Lot, however, pursuant to a judicial or non-judicial foreclosure under a purchase money lien or mortgage shall satisfy the assessments due under the Vendor's Lien securing such assessment or charge as to payments which became due prior to such a sale or transfer to the extent there are excess proceeds from the foreclosure. If the full amount of these charges cannot be satisfied by excess proceeds from the foreclosure, the assessment debt continues as the personal debt of the previous Owner. So long as the mortgagee owns a Lot or Lots acquired through a judicial or non-judicial foreclosure, or by voluntary reconveyance from its debtor, charges or assessments shall accrue with respect to the Lot or Lots after such mortgagee acquires title. Upon a sale of such Lot or Lots by the mortgagee to a new Owner, the new Owner thereof shall be responsible and liable for the payment of any charges or assessments thereafter becoming due in accordance with the terms hereof.

In addition to the automatic subordination provided herein, the Board of Directors of the Association may subordinate the assessment lien or any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine, with the vote of three-fourths (3/4) of the Board.

All Lots or Common Areas dedicated to, and accepted by the Association shall be exempt from the assessments and charges created herein.

SECTION FIVE

INSURANCE

The Association, through the Directors, or its duly authorized agent, shall obtain the following types of insurance policies:

- (a) Property insurance covering the Common Areas and any improvements thereon;

- (b) A comprehensive policy of public liability insurance covering all of the Common Areas and insuring the Association, within such limits as it may consider acceptable; and
- (c) A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling funds of the Association.

Premiums for all such insurance policies carried by the Association shall be an expense payable by the assessment fees on all Lots. Liability and property insurance for Lots and Hangar Lots and the same shall be the responsibility of each respective Owner. All proceeds from policies held by the Association shall be deposited in a bank or other financial institution insured by a federal government agency, and such funds may be withdrawn only by signature of at least two Directors. Subject to any conflicting provision in a mortgage or Deed of Trust, in the event there is an occurrence in which a building or improvement owned by the Association is damaged or destroyed, the proceeds shall be used to repair, restore and rebuild such building or improvements.

SECTION SIX

PROPERTIES RESERVED FOR FUTURE DEVELOPMENT

The Developer may place one or all of the above restrictions and conditions on all or a portion of the Reserved For Future Development Properties and plat same as additional units of ZUEHL with Developer and such Owners being Members of the Association with all rights, privileges and obligations associated therewith. The Developer specifically does not by implication or inference place any restrictions or conditions upon the Reserved For Future Development Properties by the imposition of these restrictions and specifically reserves the right to charge or not impose restrictions on The Reserved For Future Development Properties. Any Lots or Hangar Lots platted as additional Lots of ZUEHL FLYING COMMUNITY with access to and use of the Common Areas shall be subject to assessments, in accordance with the provisions herein, other than Lots and Hangar Lots owned by the Developer which Lots shall not be assessable until sold. Any Lots or Hangar Lots so platted as additional Lots of ZUEHL FLYING COMMUNITY with access to and use of the Common Areas shall be subject to the restrictions contained herein, except that the Developer may designate two additional tracts for commercial use of an aviation nature in the Reserved For Future Development Properties.

SECTION SEVEN

PROPERTY OWNERS ASSOCIATION

ZUEHL AIRPORT FLYING COMMUNITY OWNERS ASSOCIATION, INC. is a non-profit Corporation formed for the maintenance, preservation, welfare and control of the Common

Area of ZUEHL FLYING COMMUNITY, a subdivision in Guadalupe County, Texas. After a combined total of fifty eight (38) Lots and Hangar Lots of the currently seventy six (76) unsold (combined) Lots and Hangar Lots are conveyed to purchasers by Developer, the Association shall be conveyed ownership of the Common Areas and shall be responsible for the Common Areas.

The affairs of the Association shall be governed by a Board of Directors elected by the membership; however, the Developer shall be entitled to control the Board until certain events specified herein occur. This Declaration provides that when fifty eight (58) combined (either or total) Lots and Hangar Lots currently owned by Developer have been conveyed to purchasers thereof, or sooner at the Developer's option, the Developer shall convey to the Association, without charge, the title to the Common Area. The Developer and thereafter the Association will hold title to the Common Area for the use and benefit of the Owners and tenants in ZUEHL. At all times prior to the conveyance of the Common Area to the Association, the Developer will occupy five positions on the Board of Directors and will control the Board. During that time, the Developer shall have all powers that are herein granted to the Association. The Developer is so empowered without the necessity of a vote during the period of time the Developer controls the

1389/0152

Board of Directors. The Developer shall be entitled to hold the position of one director for one two-year term after the Association is provided control plus any elected terms thereafter.

Written notice of any meeting of the Association called for the purpose of taking any action authorized under this Declaration shall be sent to all Members by regular mail, and shall be posted at a public place within the Subdivision not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members holding sixty-five percent (65%) of all membership votes entitled to be cast or their proxies shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements. In lieu of such a meeting and notice, a door-to-door canvas may be used to get the required written approval of the Owners.

Seven Directors positions, for a two year term each, shall be filled by a majority vote of the Members for each position. Nominations for such positions shall be submitted in writing by any Member(s), including a Member nominating himself. A President shall be elected by the Members, Vice President, Secretary and Treasurer shall be appointed by the elected Directors. The Secretary shall take accurate and complete minutes of each meeting and shall be responsible for obtaining a person to act in his place if he cannot attend any meeting(s). After the Association is provided control, the three Directors who are not appointed officers of the initial Board will serve one year terms. Thereafter, subsequent terms for all Directors shall be for two years.

Notwithstanding any provision contained herein, once the Association is provided control by conveyance of the Common Areas, a vote of three-fourths (3/4) of the Members of the Association may take any affirmative action whether or not in conflict with a decision of the Directors and/or may vote to overturn or veto any decision(s) of the Directors. Such action of the Members shall be final.

SECTION EIGHT

AMENDMENT OF THIS DECLARATION

Except as elsewhere provided herein, this Declaration may be amended as follows:

Notice of the subject matter or a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. A resolution for the adoption of a proposed amendment may be proposed either by the Directors or by the Members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided herein, approvals must be by vote of:

- (a) Not less than three-fifths (3/5) of the Directors of the Association for administrative or managerial amendments; or
- (b) Lot or Hangar Lot Owners owning not less than 75% of the total Lots (combined Lots and Hangar Lots) for any substantial change to the provisions of this Declaration that would affect any Member's rights and obligations under this Declaration.

Developer may, during the time it owns any Lot or Hangar Lot, amend this document to correct omissions or errors, or to effectuate any changes necessary to effectuate the insurance provisions herein provided, however, that no such amendment shall adversely modify substantial rights of any Owner without his/her written consent.

An amendment, other than amendments made by the Developer alone pursuant to this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments by the Developer must be evidenced in writing but a certificate is not required. An amendment of the Declaration is effective when properly recorded in the public records of Guadalupe County.

1389/0153

Unless otherwise provided in this Declaration, no amendment shall change the configuration or size of any Lot or Hangar Lot in any material fashion, or materially alter or modify the appurtenances to any Lot or Hangar Lot, unless the record Owner(s) thereof and all record Owners of mortgages or other liens thereon shall join in the execution of the amendment and unless the record Owners of all other Lots approve the amendment. No amendment may be adopted which would eliminate, notify, prejudice, abridge or otherwise adversely affect rights, benefits, privileges or priorities granted or reserved to the Developer or mortgages of Lots or Hangar Lots without the consent of the Developer and mortgages in each instance. Neither shall an amendment make any change in the section entitled "Insurance" unless all institutional first mortgagees whose mortgages are of record shall join in the amendment.

SECTION NINE

EASEMENTS

The following easements are hereby created:

Each Lot or Hangar Lot shall have an easement of support and necessity and shall be subject to an easement of subjacent and lateral support and necessity in favor of all other Lots and the Common Area.

Easements are reserved under, through and over the ZUEHL property in accordance with the plat. An Owner or tenant shall not do anything within or outside his Lot that interferes with or impairs the utility services using these easements.

Improvements existing as of the date of recording this Declaration that encroaches upon any other Lot or Hangar Lot or upon any portion of the Common Area; or any encroachment that shall hereafter occur as a result of settling or shifting of these existing improvements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand or until the improvement is severely damaged in the location where the improvement encroaches.

An easement in favor of each Lot and Hangar Lot Owner and residents, their guests and invitees, shall exist for pedestrian traffic over, through and across the Common Area as from time to time any be intended and designated for such purposes and use; and for airplane vehicular and pedestrian traffic over, through and across portions of the Common Area as from time to time may be intended for such purposes. The runway, however, is not to be utilized by pedestrians as vehicular traffic except only for maintenance or repairs.

The Developer prior to the conveyance to the Association, and the Association thereafter each shall have the right to grant such additional electric, gas, water, sewer, drainage, cable television or other utility easements or relocate same, and to grant access easements or relocate any existing access easements in any portion of the Common Areas as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health and welfare of the Owners or tenants, or for the purpose of carrying out any provision of this Declaration, provided that such easement will not prevent or reasonably interfere with the use of the Lots or Hangar Lots for dwelling or Hangar purposes.

In addition the Developer and its successors and assigns shall have an easement in, on, over and across the Common Areas in connection with the development of the Common Area for:

- 1) construction, installation, maintenance, ingress to and egress from, including the right to use (in common with other Owners) or to tap into all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires, and cable television and other utility lines servicing or located on the ZUEHL, provided such easement and use does not prevent or unreasonably interfere with the use of the Lot or Hangar Lot for dwelling and/or Hangar purposes;
- 2) for ingress to and egress from all land areas of the ZUEHL and the use of said land areas (in common with Owners and tenants) for any lawful purposes;

1389/0154

- 3) to erect, maintain, repair and replace from time to time one or more signs on ZUEHL property for the purposes of advertising the sale of Lots and Hangar Lots and the leasing of same and for the purpose of advertising the sale of residences and/or Hangars which may be constructed by the Developer on land in ZUEHL; and
- 4) the Developer and its successors, assigns, invitees, licensees, contractors and employees reserve the right to establish, grant and create easements for any additional electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under, over and/or through the ZUEHL to relocate any existing utility, sewer and drainage easements in any portion of the ZUEHL and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company of the Developer shall deem necessary or desirable for the proper operation and maintenance of ZUEHL or any portion thereof, or for the general health and/or welfare of any Owner or tenant, or in connection with the development of ZUEHL or any other projects which may be developed by Developer in the vicinity of the ZUEHL, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Lot, Hangar Lot, or the Common Areas.

No Lot or Hangar Lot may be subdivided.

SECTION TEN

RESERVATIONS OF RIGHTS OF DEVELOPER

Developer, its heirs, successors, and assigns, reserves the right but does not have the obligation, to include other subdivisions that may be platted from time to time out of the Developer's original two hundred thirty-three acres or any part thereof as subject to this Declaration.

Developer, its heirs, successors, and assigns, reserves the right, but does not have the obligation, to restrict access to the Zuehl Flying Community and/or to fence and gate the community to help promote security.

SECTION ELEVEN

RESTRICTIONS TO BENEFIT OWNERS AND TENANTS

1. The runway and taxiways/drives are to be kept unobstructed and free at all times of vehicles (except maintenance vehicles) and/or other obstacles and obstructions. Aircraft shall have right of way on the runway and all taxiways/drives. The speed limit on the taxiways and drives shall be 10 Miles Per Hour. The runway is not to be used by pedestrians or vehicles except only for maintenance and repair.
2. Every aircraft must be registered to an Owner of a Lot or Hangar Lot or to a tenant of an Owner of a rental Hangar in ZUEHL. Except for rental Hangars, Lots or Hangar Lots owned as of this date in a partnership or co-tenancy arrangement, no more than two persons may purchase or own a Lot or Hangar Lot in a partnership or co-tenancy arrangement. Cohabiting married couples and their children who live with them will be considered as one person.
3. The Owner and/or tenant of each Lot or Hangar Lot shall have use of the runway and taxiways in common with and subject to use by all other Owners and must obey:
 - (a) All federal, state and local aviation laws and regulations; and
 - (b) Safety Regulations which may be promulgated from time to time by the Association.
4. The Association has the right, but not the obligation, to promulgate safety regulations from time to time. Further, all Owners shall observe customary aviation courtesy and at all times operate their aircraft in a safe and lawful manner. The runway and Common Areas shall be used

only for lawful purposes. No Owner shall interfere with the public use of the runway. The Association can, by a vote of three-fourths (3/4) or more of the members, at a regular or specially called meeting, suspend the runway privileges of any Owner or his guest or tenant who violates any federal, state or local aviation law or who on continuous occasion defies the ZUEHL SAFETY REGULATIONS. Such suspensions shall be for a period determined by the Association, but shall not exceed 30 days per each violation.

5. Hangars and homes (which must be single family only) must be constructed in a good and workmanlike manner, in accordance with all applicable regulations and laws. Hangars will be of new or like-new white or light colored materials. Homes will be of new or like-new materials. Mobile homes are permitted provided they are single family, no more than five years old, and in like new condition, when moved to a Lot in ZUEHL, and no smaller than 900 square feet, exclusive of porches, garages and non-living areas.

6. Provided an Owner is not occupying or using their Lot or Hangar Lot, Owners of Lots or Hangar Lots may lease their Lots or Hangar Lots to one tenant provided such tenant obey and act in accordance with the provisions of this Declaration.

7. All Owners shall be responsible for their own connection to all utilities. The Developer hereby disclaims all responsibility for such, including without limitation for any expense therefor. Hookup to any water systems, by any Owner shall require a one-time fee to Developer as established by Developer and all costs to connect to a watermain, including but not limited to the cost of the water line plus the cost of the meter.

8. Each Lot or Hangar Lot must be kept clean, neat and attractive at all times, and clear of all rubbish and trash, junk motors, vehicles, etc. Grass or weeds must be properly mowed or cut at all times.

9. In the event any Owner shall fail to maintain any Lot or Hangar Lot, and/or the improvements situated thereon in a neat and orderly manner, the Developer or the Association

shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain, and restore the Lot and exterior of any buildings and any other improvements erected thereon, all at the expense of the Owner, after first having given him at least thirty (30) days written notice to correct the failure of maintenance.

10. Only one single family residence, not to exceed two stories in height may be erected or moved onto any Lot. No Lot or Hangar Lot may be subdivided. Motor homes and travel trailers or allowed to be stored on Lots or Hangar Lots, subject to the provisions herein. All Lots or combination of Lots must be sufficient (according to the rules of Guadalupe County or the governing body) size to qualify for septic and/or water systems.

11. The area of any single story residence built on or moved onto a Lot will have a minimum of 900 square feet of floor space, exclusive of garage, porches, patios, driveways, terraces, and other non-living areas. The ground floor of any two story residence will have a minimum of 700 square feet of floor space, exclusive of garage and porches, patios, driveways, terraces, etc.

12. No residence, Hangar or mobile/modular home shall be located nearer than twenty (20) feet from any front property line. No residence, Hangar, or mobile/modular home or hangar shall be located nearer than ten (10) feet from any side or rear property line. Fences on Lots will be of wood or chain link construction, and shall not be set closer than twenty (20) feet away from the front property line. All Lots shall have access for utility vehicles to service utility poles, and other utility, phone and cable equipment. No fence will be placed within ten (10) feet of any taxiway or be at a height of more than six (6) feet. No fence or obstruction will be allowed in any area or at any height that would adversely affect the safety visibility of aircraft or vehicles.

13. No business or industry may be located on or in ZUEHL, other than a cottage industry, (unless herein provided), with minimal traffic or for the rebuilding of aircraft, or an auto, with only minimal traffic. No commercial trailer rigs or to be parked longer than to promptly load or unload. A cottage industry is defined as no more than two persons working at one business per Lot or Hangar Lot.

1389/0156

14. No building on any Lot or Hangar Lot shall be used and/or occupied as a public garage, manufacturing or storage establishment nor for advertising displays, signs, or billboards, or for other business or commercial purposes or for any other use than that of a dwelling house, garage/aircraft hangar or private office (unless herein provided). Notwithstanding the foregoing, Tracts 113 and 114 may be used for light industry purposes with, minimal traffic, and Tract 55 may be used for a crop dusting business for so long and only so long as same is owned and utilized by Charles Torkelson for crop dusting, Lot # 9, has no runway or airport privileges and is not subject to assessment fees for the airport maintenance or special assessments.
15. No signs shall be allowed on Lots or Hangar Lots other than except one "For Sale" sign not to exceed five square feet in size and/or one residence or address sign.
16. All mobile homes must be permanently secured to the Lot in conformance with Texas State Tie-down Codes with minimum concrete foundation requirements of at least four (4) inches deep and sixteen (16) inch diameter pads. Within six (6) months of move-in, all units must be totally skirted and hitches removed or boxed with permanent type attractive materials and construction. Unpainted galvanized metal, or open lattice work is prohibited.
17. No noxious or offensive activity, including the playing of loud music, discharging of firearms or fireworks, shall be carried on or conducted on the Lots, Hangar Lots, or Common Areas, nor shall any activity be engaged in that is an annoyance of nuisance to adjacent Owners.
18. No oil or gas well drilling, oil or gas development operations, oil or gas refining, quarrying, or mining operations of any kind shall be permitted on ZUEHL nor shall oil or gas well, tanks, tunnels, mineral excavations or shafts be permitted.
19. All sanitary regulations set forth by the Public Health Authorities of Guadalupe County, Texas or the pertinent governmental authorities must be complied with. A septic tank or drainage system must meet the capacity and design requirements of the appropriate governmental body, and applicable statute and codes.
20. Any drainage swale or easement will be kept free and clear of obstruction. Natural drainage waterways may not be altered or changed that would affect ZUEHL or the original two hundred thirty three (233) acres part of which being ZUEHL.
21. The Developer hereby reserves and the Owners hereby grant utility and any other easements as shown on the plat, over which Developer or Owner, as the case may be, may grant additional easements for water lines, electric, telephone, and other utility lines, both overhead and underground, and any drainage swale pipes. Notwithstanding the foregoing, no above ground utility easements shall be granted over or across the runway.
22. No water wells, private water systems or septic systems shall be permitted unless the Owner has acquired approval from and satisfied all applicable statutes and ordinances of the State of Texas, Guadalupe County, and the City of San Antonio insofar as their jurisdiction extends over the Lot.
24. No rabbits, dogs, cats, fowl or other animals shall be raised, bred or kept except for and not limitation, personal use, and not for any commercial purpose. All pets must be kept contained by adequate fencing or leashed at all times. No swine, poultry, pigeons, or livestock may be kept under any circumstances.
25. Invalidation of any of these covenants or restrictions by judgment or court order shall not effect any other provisions, and all other provisions shall remain in full force and effect.
26. The Developer and, its successors and assigns or any Owner, shall have the right to enforce by any proceeding at law all restrictions, conditions and reservations now or hereafter imposed by these covenants.
27. Any lot sold by metes and bounds and platted as a part of "Zuehl Flying Community P.U.D. Unit I" filed 17 day of September, 1998, in Volume 6 pages, 32, 33, 34, 35, 36, or who is platted and using the runway which is platted as "Zuehl Flying Community Subdivision Unit III" as

1389/0157

shown in Volume 6 page 32 thru 36 of the map and plat records of Guadalupe, County, Texas, will be subject to the by-laws of the association which include the payment of assessment fees as imposed by the Association.

28. Plane Lane, as shown on the plat "Zuehl Flying Community P.U.D. Unit I" UTILITY OVERLAY, Volume 6, page 35, of the map and plat records of Guadalupe, County, Texas, filed 17 day of September 1998; is to be used only as an emergency exit or entrance in the event of a flood or other emergency. This part of Plane Lane is noted as Emergency Ingress-Egress easement. This part of Plane Lane will have the gate closed and locked at all times, unless voted to be open by 75% of the members of "Zuehl Airport Flying Community Owners Association, Inc.

SECTION TWELVE

MISCELLANEOUS

This Declaration and any amendments thereof shall be effective for a period of twenty-five (25) years from the date hereof. At the expiration of twenty-five (25) years from the date hereof of these covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years from and after said date, unless provision is made otherwise in accordance with the terms hereof.

No action for partition of the Common Area, or any part or portion of ZUEHL property shall lie.

Notwithstanding any provision to the contrary herein, the Developer shall have the right to use and occupy any unsold platted Lot or Hangar Lot for the purpose of maintaining a sales office or for any other aviation related purpose.

Notwithstanding any provision contained herein, the Developer retains the right to make any legal use whatsoever of the Reserved for Future Development Properties.

ZUEHL FLYING COMMUNITY P.U.D. SUBDIVISION UNIT 1.
AS AMENDED

THIS DECLARATION, made as of the 14th day of February, 2000

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ZUEHL FLYING COMMUNITY P.U.D.
SUBDIVISION, UNIT 1 AS RECORDED IN VOLUME 6, PAGE 32 OF
GUADALUPE COUNTY PLAT RECORDS

WHEREAS, DOROTHY GOLDING her successor in interest are the
owners of all the certain real property located in Guadalupe County, Texas as
recorded in Volume 6, Page 32 of Guadalupe Plat Records.

"LOT" shall mean and refer to that portion of any of the plat of land shown
upon the plat and subdivision map recorded as ZUEHL FLYING
COMMUNITY at Volume 6, Page 32 of Guadalupe County Plat Records, on
which there is or will be built a single family home, or hangar.

The term "LOT" shall include and refer to those tracts of land which were
sold by metes and bounds now shown as Lots, 9, 26, 27, 28, 41, 42, 44, 45,
46, 47, 48, 49, 50, 51, 52, 53, 54, 57, 59, 60, 72, 80, 83, 84, 110, 111, 115,
116, 117, and 118. Said lots listed above shall be exempt from the utility
casements and building set back as recorded in the Declaration of Covenants,
Conditions and Restrictions For Zuehl Flying community P. U. D.
Subdivision Unit 1 recorded in Volume 1389, Page 0146 of the Records of
Guadalupe County, Texas.

ACKNOWLEDGMENT

DEVELOPER

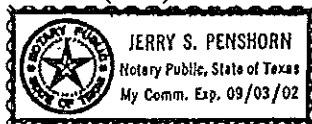
Dorothy Golding
DOROTHY GOLDING

STATE OF TEXAS
COUNTY OF GUADALUPE

BEFORE ME, the undersigned authority, on this day personally appeared DOROTHY GOLDING,
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of February, 2000

Jerry S. Penshorn
NOTARY PUBLIC, STATE OF TEXAS
(SEAL)



SAMR
BAZUE

On behalf of the members of the Zuehl Airport Flying Community Owners Association, the Board of Directors submits the following proposal for your action:

At the March 17, 2001 special meeting of the membership, those present recommended that the CRC be amended in order to facilitate the business of the Association. In particular, there is a need to clarify and establish a workable rule concerning what constitutes a quorum. It was decided that this letter be sent to all the membership in order to gain approval to adopt the following motion:

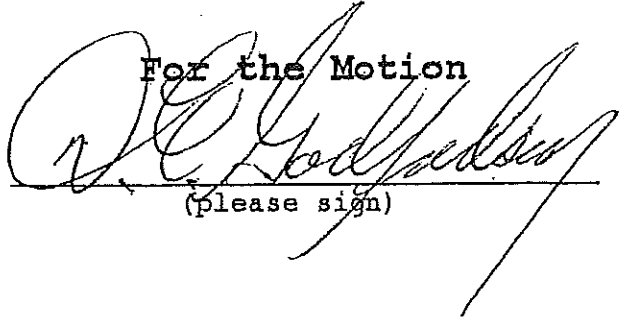
MOTION: That the CCR be amended to define a quorum as: All those members present at a regularly scheduled or ad hoc meeting of the Zuehl Airport Flying Community Owners Association.

This motion is further clarified, as to its intent and application, in the following explanation: At least 30 days prior to each meeting (but no more than 60 days), whether a regularly scheduled or an ad hoc meeting, a written notification of place, time and proposed agenda will be supplied to each association member. Those members who cannot make the meeting may provide, in writing, their choice of proxy representation. If a member fails to attend or provide his/her proxy, their vote will be recorded in the minutes as an "abstention". It is further noted that there remains the requirement of a 65% majority of the members in attendance to pass a motion.

Please sign on the appropriate line below and return this entire document to Dorothy Golding prior to May 5, 2001. (Copies of this letter will be provided upon request) A "no response" will be recorded as an "abstention".

.....

For the Motion



(please sign)

Against the Motion

(please sign)

**RESOLUTION OF THE BOARD OF DIRECTORS OF
ZUEHL AIRPORT FLYING COMMUNITY OWNERS ASSOCIATION, INC.**

The undersigned, all being directors of Zuehl Airport Flying Community Owners Association, Inc. ("the Association"), in accordance with the Bylaws of the Association, hereby adopt the following Resolution.

WHEREAS, the persons signing this consent constitute a quorum of the current Board of Directors of the Association ("Board"); and

WHEREAS, the undersigned conducted a duly noticed ^{Z.H. Emergency} ~~Special~~ Meeting of the Board of Directors on AUGUST 14, 2010; and

WHEREAS, during such meeting, the Board determined that there exists a cash shortfall, such that the regular financial obligations of the Association may not be timely met, and that corrective action or a contingency plan for meeting such obligations is essential to the functioning of the Association; and

WHEREAS, the Association lacks creditworthiness and suffers from other obstacles which, in all reasonable likelihood, would make obtaining funding through traditional methods impossible and/or impracticable; and

WHEREAS, funding as described herein provides a reasonable mechanism for timely funding Association obligations, without incurring substantial debt service obligations; and

WHEREAS, upon majority vote, the undersigned Directors of the Association agreed to adopt the following resolutions;

THEREFORE, BE IT:

RESOLVED, that the Board, acting on behalf of the Association, shall create and open with an FDIC-insured financial institution, a Members' Escrow Account, which account shall be separate and distinct from any existing account of the Association; and

RESOLVED, that the Board may, from time to time, deposit into said Members' Escrow Account funds voluntarily contributed by the individual members of the Association, which payments shall be separate and distinct from, and in addition to, all regular and special assessments assessed by the Association; and

RESOLVED, that the Treasurer and/or President of the Board shall make, keep and maintain an accurate record of all voluntary contributions made by the members of the Association, and shall promptly deposit all such voluntary contributions into the Members' Escrow Account; and

RESOLVED, that all funds deposited by the Association into said Members' Escrow Account shall remain the property of the member(s) voluntarily contributing such funds, but shall be entrusted to the Board for discretionary spending consistent with the By-Laws of the Association; and

RESOLVED, that all members of the Association who voluntarily contribute funds in accordance with this Resolution shall be afforded the opportunity to elect, in writing, whether the Association shall maintain as confidential such member's identifying information, including but not limited to the member's bank account number and financial institution; and

RESOLVED, that all members of the Association who voluntarily contribute funds in accordance with this Resolution shall, upon written demand submitted to the Board President, be entitled to full reimbursement of same, without interest, within a reasonable time after the Association actually receives sufficient funds to: *first*, pay all current and past due Association financial obligations; and *second*, reimburse members for such funds as are voluntarily contributed; and

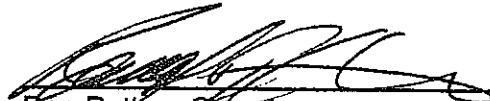
RESOLVED, that any member of the Association who voluntarily contributes funds in accordance with this Resolution may elect, in writing, to have such funds irrevocably deemed to be advance payment of regular and special assessments, and upon such election the Board shall apply and credit such member's assessment account; provided, however, that upon such written election, no member shall be entitled to reimbursement or refund of any voluntarily-contributed funds.

The undersigned direct that this Resolution be filed with the Minutes of the proceedings of the Board of Directors of the Association.

DATED to be effective on 14 August 2010

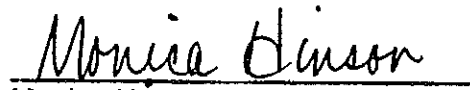
Fred Hall
Fred Hall, President


Lonnie K. Pence
Lonnie Pence, Vice-President


Ron Patton, Secretary


Jim Holt, Treasurer

Joe Reed


Monica Henson MA

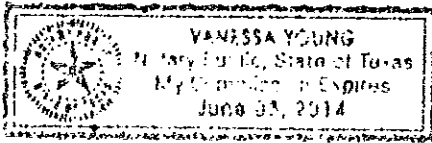

Bill Smith

STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

SUBSCRIBED AND SWORN TO BEFORE ME on this the 29th day of September 2011, by Vanessa Young, to certify which witness my hand and seal of office.



Vanessa Young
Notary Public, State of Texas

Prepared By:
R L WILSON, P.C. LAW FIRM
The Park on Blanco
16607 Blanco Rd., Suite 905
San Antonio, TX 78232
Telephone: 210/223-4100
Telecopier: 210/223-4200

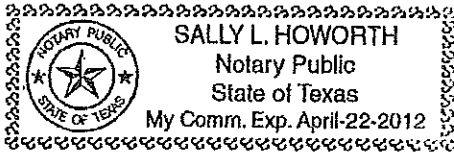
STATE OF TEXAS

§
§
§

COUNTY OF GUADALUPE

SUBSCRIBED AND SWORN TO BEFORE ME on this the 17 day of October 2011, by Sally Howorth, to certify which witness my hand and seal of office.

Sally Howorth
Notary Public, State of Texas



Prepared By:
RL WILSON, P.C. LAW FIRM
The Park on Blanco
16607 Blanco Rd., Suite 905
San Antonio, TX 78232
Telephone: 210/223-4100
Telecopier: 210/223-4200

FILED FOR RECORD

11 NOV 28 AM 11:50

TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY

Teresa Kiel

STATE OF TEXAS
COUNTY OF GUADALUPE
Certify this instrument was FILED on this
date and at the hour stamped thereon, and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.



Teresa Kiel
TERESA KIEL
Guadalupe County Clerk

RT
Anita Patton

**Zuehl Airport Flying Community
Owners' Association**

RESOLUTION 3-2015

23 July 2015

"Managing Past-Due Accounts"

**The Texas Property Code, 209.0062 (d) requires that this
Resolution be filed at the County in which the Association
resides (Guadalupe County).**

RESOLUTION (3-2015) OF THE ZAFCOA BOARD of DIRECTORS, 23 July 2015

Situation: The Texas Property Code (TPC) 209.0062 (d) requires that the Association have on file, at the county in which the Association resides, the Association's methodology for dealing with delinquent payments. Since the judgement rendered by Judge Steel on the 8th of July, 2015, we have a need to ensure that our methodology is up-to-date and on file at the Guadalupe County Courthouse. As such, following is the Association's methodology for dealing with past-due accounts:

Within ten days of the November Property Owners' Meeting, the Association will send each member of the Association, at their address of record, a Newsletter that provides an overview of the November Property Owners' Meeting. Included in that Newsletter will be a notice of the assessment amount for the following year as approved by the membership in accordance with (IAW) the CC&Rs. As a part of that assessment amount information will be notice that the information contained therein constitutes an invoice for the year and will provide the payment options available to the member as per the CC&Rs. The member is expected to pay from that single invoice, either in full by the 31st of December, or in quarters the first of which ends the 31st of December of the year in which the Newsletter is published. Specific payment dates will be listed as part of the invoice.

Members who become delinquent will be charged interest in the amount of 10% per/annum for the amount of time delinquent beginning 30 days after the date upon which they became delinquent.

The process for collection will be as follows: When an individual becomes more than three quarters past-due, the Association will send a letter to the member advising of the past-due status to include assessment and interest, and giving the member 30 days to bring the account up-to-date. If the account is not brought up-to-date within the 30 days, or the member has not presented a plan to do so, the Association will turn the account over to the Association's Attorney of Record for collection. The Association's attorney is well aware of the strictures of the TPC and the CC&Rs, and will advise the member of such.

Payment to the attorney of record will be done in the normal billing cycle of the Association.


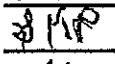
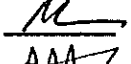
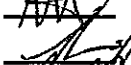
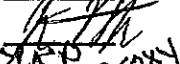
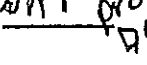

WHEREAS: The Association needs to have on file at the County the methodology for past-due accounts as per the TPC, 209.0062 (d), and;

WHEREAS: The TPC and the CC&R's are controlling in the processes to be used by the Association for such collections, and;

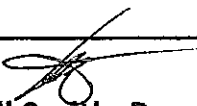
WHEREAS: The Association and its Attorney of Record are well aware of the processes contained therein and will work together to recover past-due amounts;

LET IT BE RESOLVED: That the Association's procedures for past-due accounts as described above be approved and filed as an addendum to the CC&Rs at the Guadalupe County Court House as required by the TPC, 209.0062 (d).

VOTING RECORD

<u>NAME</u>	<u>YES</u>	<u>NO</u>	<u>NOT PRESENT</u>
Bill Smith		_____	_____
Lonnie Pence		_____	_____
Michael Laprise		_____	_____
Monica Hinson		_____	_____
Rudy Schmidt		_____	_____
Jim Huckins		_____	_____
Darrell Godfredson	 Proxy Darrell	_____	_____

The ZAFCOA Board of Directors hereby directs that this Resolution be filed with the minutes of the proceedings of the ZAFCOA Board of Directors in session on the 23rd of July, 2015 and at the Guadalupe County Courthouse as appropriate under the TPC.

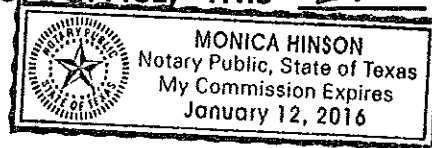


Bill Smith, President, ZAFCOA Board of Directors

STATE OF TEXAS, COUNTY OF GUADALUPE

BEFORE ME, the undersigned authority, on this day appeared personally BILL SMITH, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 23rd DAY OF July 2015.



Monica Hinson
Notary Public, State of Texas

→ Monica Hinson
339 Windsock Ln
Marion, TX 78124

2015014706
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
07/27/2015 11:37:17 AM
RESOLUTION
PAGES: 4
TERESA KIEL, COUNTY CLERK
GUADALUPE COUNTY, TEXAS



3
#14

**Zuehl Airport Flying Community Owners'
Association**

**Resolution of the Property Owners' Dated 14
November, 2015.**

**This Resolution adds a new paragraph (paragraph
29) to Section 11 of the CC&R's and mandates
mediation/arbitration of disputes between/among
Association members if the dispute involves the
Declaration.**

**The Texas Property Code, 209.002 requires that
this Resolution be filed at Guadalupe County, the
county in which the Association resides.**

**The original CC&R's are on file at 1389/0146-0158,
4 Dec 1998.**

RESOLUTION of the ZUEHL AIRPORT FLYING COMMUNITY OWNERS ASSOCIATION (ZAFCOA)
In General Membership at the ZAFCOA Property Owners' Meeting, 14 Nov, 2015

SITUATION: The mediations and subsequent agreements that have taken place among various parties over the past three years have all contained mediation/arbitration clauses which mandate that the parties to any disagreement that cannot be solved locally within the community be referred to Justice Phyllis Speedlin for mediation/arbitration. These clauses have been included in such agreements in an attempt to reduce the cost to all parties of extended legal actions the likes of which have plagued the Zuehl community for a number of years. The application of such a mandatory solution to disputes is not, however, embodied in the Association's Declaration and is, therefore, applicable only to the parties to the suits that were resolved by mediation/arbitration. In an attempt to close that loophole and to reduce the possibility of lawsuits within the Association membership at large, this Resolution changes the CC&Rs to add a new paragraph (29) to Section Eleven of the CC&Rs. Note that this does not preclude any member suing any other member if the suit is of a personal nature. This Resolution only concerns suits by Association members against the Association and/or the Association's Board of Directors or vice versa that involve the CC&Rs. Such a change is necessary for the Association to enable the Board of Directors to establish processes in its effort to comply with Section 7.07 of the Association By-Laws and Section Five (c) of the CC&Rs which direct that the Association Board of Directors carry professional liability/fidelity (errors and omissions) insurance, and that the Association indemnify and hold harmless members of the Board of Directors for actions taken in good faith (not including willful or intentional misconduct). Such coverage is not currently available due to past lawsuits. The exact wording of the inclusionary addition is "Resolved" below.

WHEREAS: The Association does not have a mandatory mediation/arbitration clause imbedded in its Declaration, and;

WHEREAS: Parties to the recent resolution of 09-0972-CV have, as a matter of agreement, and as a matter of Judge Steel's Court order deemed that they have already voted yes to such a resolution in all their capacities, and;

WHEREAS: Such a clause would be in the best interests of all members of the Association as individuals as well as in the best interests of the Association as a Non-Profit Corporation;

THEREFORE, LET IT BE RESOLVED: That the Zuehl Airport Flying Community Owners Association, in General Membership on 14th of November, 2015, approves that following language be inserted into the CC&Rs as Section Eleven paragraph 29:

"Association members and/or the Association agree to submit any and all controversies, disputes, and/or claims by and between them which arise, directly or indirectly, from the Declaration or any alleged breach thereof, to mediation/binding arbitration to be conducted by Justice Phyllis Speedlin, or a mutually agreed upon mediator/arbitrator, to be conducted

under the rules of the American Arbitration Association then in existence. Further, any party that does not abide by the requirements of Section Eleven, paragraph 29, and brings litigation without first meeting the requirements of this Section, or who brings litigation after an agreement or judgment is reached or rendered under the provisions of Section Eleven, paragraph 29, shall be required to pay all the prevailing parties attorney's fees as well as court costs and expenses including the cost of the original mediation/arbitration."

AUTHORITY: This approval is granted under the authority of the Association's CC&Rs (1389/0146-0158, 4 December 1998), as amended by the May, 2001 Property Owners' canvas, the affirmative results of which defined a quorum for the conduct of any/all Association business as: "All those members present [or represented by proxy] at a regularly scheduled meeting or ad hoc meeting of the Zuehl Airport Flying Community Owners Association." Such definition of a quorum having been filed at 1951/0361 on 6 January, 2004 with the Clerk, Guadalupe County. This approval is also granted under the Texas Property Code, 209.0041(h), which provides for changing an association's declaration with no more than a 67% vote and which permits a lessor vote if permitted in the CC&R's.

MEMBERS PRESENT: 74

VOTE TALLY: FOR 74 AGAINST 0 ABSTAIN 0

PASS/FAIL (Circle as appropriate)

The ZAFCOA Board of Directors hereby directs that this Resolution be attached to the minutes of the proceedings of the 29th of August, 2015, ZAFCOA Property Owners' Meeting and, if passed, be filed as a waiver to the CC&Rs at the Guadalupe County Court House.

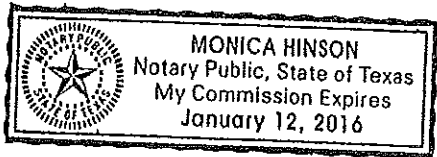
[Signature]
Bill Smith, President, ZAFCOA Board of Directors

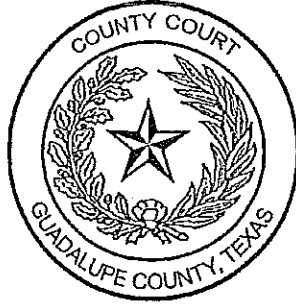
STATE OF TEXAS, COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day appeared personally BILL SMITH, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 14 DAY OF November, 2015.

[Signature]
Notary Public, State of Texas
Monica Hinson





This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

Bill Smith
12223 Brownstone
Live Oak, TX 78233-4206

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TERESA KIEL, COUNTY CLERK
GUADALUPE COUNTY, TEXAS



Teresa Kiel

4/12

RESOLUTION (2) OF THE ZAFCOA PROPERTY OWNERS' DATED 12 NOVEMBER, 2016

SITUATION: Section Eleven, Paragraph 8 of the CC&Rs states as follows: "Each Lot or Hangar Lot must be kept clean, neat and attractive at all times, and clear of all rubbish and trash, junk motors, vehicles, etc. Grass or weeds must be properly mowed or cut at all times." Section Eleven, Paragraph 9 of the CC&Rs states as follows: "In the event any owner shall fail to maintain any Lot or Hangar Lot, and/or the improvements situated thereon in a neat and orderly manner, the Developer or the Association shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain, and restore the Lot and exterior of any buildings and any other improvements erected thereon, all at the expense of the Owner, after first having given him at least thirty days written notice to correct the failure of maintenance."

The rationale for keeping Lots and Hangar Lots properly maintained is twofold: First, to ensure the health and safety of all the Association members, and second, to maintain the outward appearance of the entire subdivision in order to maintain property values. The problem with the current CC&Rs regarding Paragraphs 8 and 9 is that there are a small number of repeat, continuous offenders who must be notified again and again to keep their Lots and/or Hangar Lots in a neat and orderly fashion as is required under the Declaration. This mainly relates to mowing and keeping their Lots free from weeds, etc. As such, the Board of Directors is continuously sending letter upon letter to the same individuals to remind them of their responsibility under the Declaration, and then having to arrange for mowing, etc. in order to keep the properties up to standard. This consumes time and, because of the 30 day notice requirement, results in any action taken being well behind the need. The Board of Directors would like to change the wording in the CC&Rs to require only one thirty day notification letter in any year and to have that single letter meet the requirement for a thirty day notice under the CC&Rs for that entire calendar year. As such, the Board of Directors recommends the following:

AMEND by ADDITION: Section Eleven, Paragraph 9 of the CC&Rs to add the following at the end of paragraph 9:

Notwithstanding any provision to the contrary, the Association shall be required to send to each Property Owner who fails to comply with the requirements of Section Eleven, Paragraph 8 of this instrument, no more than one (1) written notice of violation and intent to enter for the purposes of correcting and curing such violation during any single calendar year. Following expiration of thirty (30) days' notice as required by this Paragraph and failure by a Property Owner to cure those violations made the subject of the notice within such notice period, the Association shall be entitled, without further notice to the Property Owner during the same calendar year, to continuously access such Property Owner's property for purposes of ensuring regular and on-going compliance with the maintenance obligations set-forth in Section Eleven, Paragraph 8. The Association has the right and obligation to bill Property members who's Lots must be so maintained at a rate to be determined consistent with commercial rates for such services in the local area. The Property Owner has an obligation to pay for these maintenance services. Interest at a rate of 10%/annum will be assessed on any unpaid balance.

WHEREAS: The CC&Rs, since their inception, have allowed the Association to enter upon a Property Owner's Lot in order to maintain it according to Standards established in Section Eleven, Paragraph 8, and:

WHEREAS: The Association spends considerable time sending letters to repeat offenders asking them to maintain their Lots in accordance with Association standards resulting in Lots that are essentially never mowed, and:

WHEREAS: The Association desires that everyone maintain their Lot(s) according to the standards established in the CC&Rs in order to maintain the safety and health of all Association members:

LET IT BE RESOLVED: The Zuehl Airport Flying Community Owners' Association, in general membership agrees to amend the CC&Rs, Section Eleven, Paragraph 8 to reflect the language as proposed by the Board of Directors (and appearing in italics above) at their 10 November, 2016 Director's meeting.

AUTHORITY: This approval is granted under the authority of the Association's CC&Rs (1389/0146-0158, 4 December, 1998), as amended by the May, 2001 Property Owners' canvas, the affirmative results of which defined a quorum for the conduct of any/all Association business as: "all those members present (or represented by proxy) at a regularly scheduled meeting or ad hoc meeting of the Zuehl Airport Flying Community Owners' Association." Such definition of a quorum having been filed at 1951/0361 on 6 January, 2004 with the Clerk, Guadalupe County. This approval is also granted under the Texas Property Code, 209.0041 (h), which provides for changing the Association's declaration with no more than a 67% vote and which permits a lessor vote if permitted in the CC&Rs.

MEMBERS PRESENT: 71

VOTE TALLY: FOR 71 AGAINST 0 ABSTAIN 0

Pass / Fail (Circle as Appropriate)

The ZAFCOA Board of Directors hereby directs that this Resolution be filed with the minutes of the proceedings of the ZAFCOA 12 November, 2016 Property Owners' Meeting and, if passed, be filed as a change to the CC&Rs at the Guadalupe County Court House.

Signed: 
Bill Smith, President, ZAFCOA Board of Directors

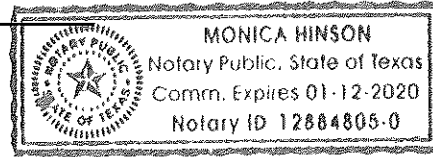
STATE OF TEXAS, COUNTY OF GUADALUPE

BEFORE ME, the undersigned authority, on this day appeared personally BILL SMITH, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 18 DAY OF NOVEMBER 2016.

Monica Hinson

Monica Hinson, Notary Public, State of Texas



Change to the Zuehl Airport Flying Community Owners' Association (ZAFCAO) CC&Rs Section Eleven (Restrictions to Benefit Owners and Tenants) Paragraph 9. The original ZAFCAO CC&Rs are on file at Guadalupe County at 1389/0146-0158, 4 Dec 1998.

The attached Resolution (2) was passed unanimously by the Property Owners' at their 12 November 2016 Property Owners Meeting. The resolution adds a second paragraph to Paragraph 9 such that the Association need notify any member only once in a calendar year that their property was out of compliance with Association maintenance standards.

The Texas Property Code, 209.002, requires that this Resolution be filed at Guadalupe County, the county in which the Association resides.

→ Bill Smith
12223 Brownstone
Live Oak TX 78233

**2016025657
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11/21/2016 10:16:07 AM
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