

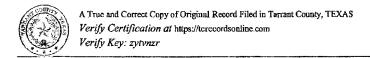
Mary Louise Garain

Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, shall have only one (1) vote for any and all matters to be voted upon by the Association, regardless of the number of Lots owned by it. It is expressly provided, however, that, notwithstanding the foregoing, Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, shall be entitled to one (1) vote for each Lot as to which Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, pays the Association, prior to exercising its voting rights with respect to such Lot(s), the Initial Fee and the license fees and other fees and charges relative to the use of the runway and all assessments which are charged by the Association to other Owners of Lots of the Property for the calendar year in which the vote is to be taken; provided, however, that for the first calendar year in which Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, shall seek to vote with respect to a Lot, they shall only be required to pay such portion of such license fees and other fees, charges and assessments for that portion of that calendar year that shall be due and owing from and after the date that the vote is to be taken to the end of said calendar year. Thereafter, Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, shall be required to pay, prior to exercising its voting rights with respect to such Lot(s), all such license fees and other fees, charges and assessments which are charged by the Association to Owners of Lots, for the calendar year in which the vote is to be taken, for as long as they own such Lots, within fifteen (15) days following the receipt of an invoice therefor.

Section 6. Article IV of the Declaration is hereby amended to include the following provisions, and in the event of a conflict between the provisions presently set forth in Article IV or elsewhere in the Declaration and the following provisions, the following provisions shall control:

- (a) Covenants, Conditions and Restrictions. Attached as Exhibits "C" and "D" to the Declaration are covenants, conditions and restrictions to be set forth in the deed to each Lot constituting a part of the Phase I Property. Similar covenants, conditions and restrictions shall be referenced in the deed to each Lot constituting a part of the Silverado Tract and, upon satisfaction of the provisions hereinafter set forth in Section 7 hereof, the Option Tract, which such modifications as shall be deemed appropriate by Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, and the Board of Directors of the Association to reflect that the improvements to be constructed on the Silverado Tract and, if applicable, the Option Tract may differ from the improvements constructed on the Phase I Property.
- (b) <u>Development of Silverado Tract by Silverado</u>. Notwithstanding anything contained in the Declaration, as amended, to the contrary, Silverado shall have the right, without the prior written consent of the Association, to replat portions of the Silverado Tract and to use the Common Areas located on the Silverado Tract and the Phase I Property in order to complete construction of ingress and egress to the Silverado Tract; provided, however, Silverado agrees that it will provide the Association with a copy of each proposed replat and at least five (5) days following the Association's Board of

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Directors' receipt of same within which to make comments thereto prior to Silverado filing such replat of record. The cost of any replatting of the Silverado Tract shall be borne solely by Silverado. Silverado agrees to use its best efforts not to make use of the existing taxiway located on the Phase I Property in such construction-related activities. Silverado agrees to keep the Board of Directors of the Association advised of the status of its development of the Silverado Tract, including any replat of any portion of the Silverado Tract, and shall send the Board of Directors copies of all such replats, as hereinabove provided. In addition, Silverado shall have the right to exercise architectural control over the construction of hangars and other improvements to be located on the Silverado Tract, and, in exercising architectural control over the construction of this paragraph that Silverado shall be entitled to the same rights and shall be subject to the same restrictions with respect to architectural control as were afforded to the Declarant under Article V, Paragraph 12 of the Declaration with respect to the Phase I Property.

(c) <u>Use of the Silverado Tract and Phase I.</u> The Silverado Tract and Phase I may only be used for aircraft hangars, general office use, airport related commercial business, and Common Areas related to the use thereof. The Association and Silverado acknowledge that certain Owners of Lots of Phase I and the Silverado Tract are presently using their Lots for other than aircraft hangars, general office use and airport related commercial businesses. With respect thereto, the existing Owners of those Lots shall have the right to continue to operate or use their Lots for their present purposes (i.e., the purposes for which said lots are presently being used as of the date of filing of this Fifth Amendment); however, this right shall be personal to the Owners of said Lots and upon the sale, lease, transfer or other disposition of any nature by the present Owner of such Lot to any other person or entity, such use shall be no longer be valid or in accordance with the provisions of this Fifth Amendment, and the Association shall bave the right to require the new Owner or user of the Lot, as the case may be, to cease using the Lot for any purpose other than as herein permitted pursuant to this Section 6(c).

Section 7. Article VIII is hereby added to the Declaration and made a part thereof for all purposes, and in the event of a conflict between any other provision of the Declaration and Article VIII, the following provisions shall control:

Article VIII Option Tract

- A. <u>Definition of Option Tract</u>. The Option Tract consists of that certain 26 acre (approximate) tract of land abutting the eastern boundary of the Silverado Tract which is presently held under option by Silverado.
- B. <u>Use of Option Tract</u>. The Option Tract may be used only for aircraft hangars, general office use, airport related commercial business, and Common Areas related to the use thereof.

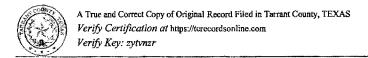
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Mary Louise Garain

Exercise of Expansion Right with Respect to Option Tract. Silverado, Hicks and/or a Silverado/Hicks Assignee shall have the right to exercise the Expansion Right to make the Option Tract a part of Hicks Airfield. As a condition precedent to the exercise of the Expansion Right, Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, shall obtain a subordination (the "Lender Subordination") from the lender who has liens against the Option Tract (the "Lender") to the covenants, conditions and restrictions set forth in the Declaration, as so amended, with the exception that the Lender shall have a superior lien with respect to unpaid license fees and assessments on the Lots of the Option Tract of the nonpaying Owners of the Option Tract. In this regard, Silverado, Hicks and/or a Silverado/Hicks Assignee as the case may be, shall give written notice to the Board of Directors of the Association that it has exercised the option to acquire the Option Tract and has obtained legal title thereto, and that it has elected to exercise the Expansion Right with respect to the Option Tract. The Board of Directors shall thereafter have the right to file a copy of the Declaration, and all existing amendments thereto, against the Option Tract, within ten (10) days as the case may be, following its receipt of a copy of the recorded deed of the Option Tract into Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, the recorded Lender's Subordination, and evidence that Silverado, Hicks and/or the Silverado/Hicks Assignee, as the case may be, has exercised the Expansion Right, whereupon the Option Tract shall be subject to all of the covenants, conditions and restrictions set forth therein. The Association shall furnish Silverado, Hicks and/or Silverado/Hicks Assignee, as the case may be, with a file stamped copy of the Declaration and all existing amendments thereto which were filed of record against the Option Tract.

Silverado, Hicks and/or a Silverado/Hicks Assignee. Common Areas. as the case may be, shall, at their cost and expense, as soon as practicable after the date that the Declaration and all existing amendments thereto and the Lender Subordination have been filed of record, cause the Common Areas to be developed and constructed on the Option Tract in accordance with such reasonable standards as Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, may determine and in accordance with applicable laws, for their intended use, which Common Areas shall include grass covered open areas, taxi-roadways and safety zones, and upon completion of such construction, Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, shall convey title to the Common Areas to the Association, free and clear of all liens and other encumbrances, except those which have been approved by the Association. Following such conveyance, Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, shall agree to maintain all such Common Areas located on the Option Tract at its sole cost and expense for a period of one (1) year following the date of such conveyance. Notwithstanding anything contained in the Declaration, as amended, to the contrary, under no circumstances shall the Association have the obligation to construct or complete any of the Common Areas located, or to be located, on the Option Tract. In addition. Silverado, Hicks and/or Silverado/Hicks Assignee, as the case may be, shall have the right to plat and replat portions of the Option Tract consistent with the prior development

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of the Phase I Property and the Silverado Tract; provided, however, Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, shall provide the Association with a copy of the proposed plat and replats, as the case may be, and at least five (5) days following the Association's Board of Directors' receipt of same within which to make comments with respect thereto, and Silverado/Hicks Assignee will consider said comments prior to filing the plat or replat of record. Silverado, Hicks/and or a Silverado/Hicks Assignee, as the case may be, shall also have the right to exercise architectural control over the construction of hangars and other improvements to be located on the Option Tract, and to use the Common Areas located on the Option Tract, Silverado Tract and the Phase I Property in order to complete construction of the ingress and egress to the Option Tract; provided, however, Silverado, Hicks and a Silverado/Hicks Assignee, as the case may be, agree to use their best efforts not to make use of the existing taxiway on the Phase I Property in such construction related activities. Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, agree to keep the Board of Directors of the Association advised of the status of the development of the Option Tract, including any replat of any portion of the Option Tract, and shall send the Board of Directors copies of all such replats. In exercising architectural control over the construction of hangars and other improvements to be located on the Option Tract, it is the intention of this Paragraph that Silverado, Hicks and/or a Silverado/Hicks Assignee shall be entitled to the same rights and shall be subject to the same restrictions with respect to architectural control as were afforded to the Declarant under Article V. Paragraph 12 of the Declaration with respect to the Phase I Property.

- E. <u>License Fees, Assessments and Initial Fees</u>. The provisions hereinbefore set forth in <u>Section 3(a)</u>, (b), and (c) of this Fifth Amendment shall be applicable with respect to the payment obligations imposed upon each Lot Owner of the Option Tract and upon Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be.
- F. <u>Voting and Membership</u>. The provisions hereinbefore set forth in <u>Section 5(a) and (b)</u> of this Fifth Amendment shall be applicable to each Lot Owner of the Option Tract and to Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be.

Section 8. Article VII. Paragraph 2 of the Declaration is hereby amended to include the following provisions, and in the event of a conflict between the provisions presently set forth in Article VII. Paragraph 2 and the following provisions, the following provisions shall control:

Notwithstanding anything contained in this Declaration to the contrary, the provision set forth in this Article VII, Paragraph 2, which permits the Declarant, until such time as the First Lot Sale (as defined in Article VII. Paragraph 2 takes place, to abolish or amend the Declaration, is hereby deleted in its entirety. In addition, notwithstanding anything contained in Article VII. Paragraph 2 of the Declaration to the contrary, all voting shall be in accordance with the provisions set forth in Article V. Paragraph 3, as amended by this Fifth Amendment. The consent of 60% of the then Owners of Lots (which voting shall be in accordance with the provisions of Article V, Paragraph 3, as amended by this Fifth Amendment) evidenced by a



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document in writing bearing each of their signatures shall be required in order to amend this Declaration or change the covenants, conditions and restrictions in whole or in part, which document may be a written proxy, written ballot or any other written instrument signed by the Owner of a Lot evidencing consent to such amendment or to such change in the covenants, conditions and restrictions, as the case may be, it being the intention that the actual amendment or other document evidencing such change shall not need to bear the signatures of the Owners of each Lot in order to evidence consent of the then Owners of Lots; provided, however, that the following amendments will require the approval of 90% of the then Owners of Lots (which voting shall be in accordance with the provisions of Article V. Paragraph 3, as amended by this Fifth Amendment):

- (a) Any amendment which materially changes the use to be made of any portion of the Common Areas;
- (b) Excluding Article VIII, Paragraph E regarding License Fees and assessments, any amendment which changes in any material respect the provisions of Article VIII with respect to the Option Tract; and/or
- (c) Any amendment which changes in any material respect the rights and obligations of the Association, Hicks, Silverado, and a Silverado/Hicks Assignee, and/or each Owner of a Lot of the Property relating to the Easement/Leased Area set forth in Article X, Paragraph F.
- (d) Any amendment which changes in any material respect the rights and obligations of the Association, Hicks, Silverado, and a Silverado/Hicks Assignee as it pertains to this Fifth Amendment only.

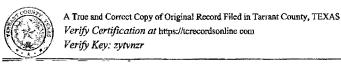
Section 9. The Fourth Amendment is hereby amended to read and be as follows:

"NOW THEREFORE, the Declaration is amended as follows:

Article III is amended by adding the following sentence to the end of Subsection (A)(3):

Notwithstanding the foregoing, the easement described in this Subsection (A) that is reserved or shall exist over that portion of Lot 6-3, 6-4, 5-2, or 5-1, Block 1, Hicks Airfield, an Addition to Tarrant County, Texas, as described in the Revised Plat recorded in Volume 388-205, page 50, Plat Records of Tarrant County, Texas, and that portion of Lot 11-R: 12-R or Block 2 Section 12-R and Addition to Tarrant County, Texas, as described in the Revised Plat Recorded in Volume (ABylet A page 515). Plat Records of Tarrant County, Texas, shall be limited to airplanes and to airplanes and other vehicular traffic availing themselves of the services offered by the businesses operated by the Owner of Lot 6-3 6-40 f the Property described on Exhibit "A" attached hereto and for no other vehicular traffic."

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Section 10 Article X is hereby added to the Declaration and made a part hereof for all purposes, and in the event of a conflict between of any of the provisions of the Declaration and Article X, the following provisions shall control:

ARTICLE X Miscellaneous Provisions

- A. <u>Headings</u>. The headings in this Amendment are for convenience of reference only and shall not affect the interpretation of this Amendment.
- B. <u>Notices</u>. All notices or other communications pursuant to this Amendment shall be in writing and shall be considered properly given to the Declarant or Silverado or the Additional Property Owner, as the case may be, by facsimile transmission ("Fax") or if mailed, by registered or certified United States mail, postage-prepaid, or by recognized carrier, such as Federal Express, addressed to them at the following addresses:

If to the Declarant or Silverado:

Silverado Development Corporation Hicks Airfield, Inc. c/o D, Kent Davis, Esq. White, Davis and Fleischer, L.L.P. 9001 Airport Freeway, Suite 920 North Richland Hills, TX 76180 Fax: 817/514-0380

If to the Additional Property Owner: . .

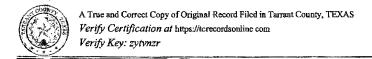
To such person at such location as the Additional Property Owner shall advise at the time the Additional Property becomes a part of the Property.

Notices to the Association shall be sent to the following address, unless the Association gives a change of notice to the Declarant, Silverado, or the Additional Property Owner:

Hicks Airfield Pilots' Association 2290 W. Hicks Road, Unit 38 Fort Worth, TX 76131 NO FAX NUMBER

Where notice is required to be given, waiver in writing signed by the person or persons to which the notice is to be given, whether before or after the time stated in it, is equivalent to the giving of notice.

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The Association shall not be required to recognize any change with respect to the notice unless the same is given to the Association by recognized carrier or by registered or certified United States mail. Except as otherwise provided herein with respect to personal delivery or by Fax or by delivery by recognized carrier, such as Federal Express, to the address of the Declarant, Silverado, the Additional Property Owner or the Association, any such notice shall be deemed to be given three (3) days following deposit in a regularly maintained receptacle for deposit of United States mail addressed and sent aforesaid. Notice given by Fax or by personal delivery or by delivery by recognized carrier, such as Federal Express, shall be deemed to be given upon receipt by the addressee, or confirmation of receipt of such Fax transmission.

- C. <u>Inspection of Books and Records</u>. The Association agrees to allow Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, the right to inspect the Association books, and records with relation to the computation of any fee and/or assessment due and payable by Silverado, Hicks and/or a Silverado/Hicks Assignee, as the case may be, at the offices of the Association during normal working hours, upon reasonable prior written notification to the Association.
- D. <u>No Additional Runway</u>. No runway shall be constructed on the Silverado Tract (or the Option Tract, if the Expansion Right is exercised by Silverado pursuant to the provisions of this Amendment) without the affirmative vote of 60% or more of the Owners of lots of the Property, as evidenced by an instrument in writing executed by them,
- E. <u>Uses.</u> All rights to use the Common Areas of Hicks Airfield, including but not limited to the runway, are strictly reserved to the Association and shall be restricted in accordance with the operation of a private airfield, with such uses being restricted to the owners of lots of the Property and not to any other person or entity, unless the Association votes to expand the right so as to permit other persons and entities to use the Common Areas, including but not limited to the runway, by the affirmative vote of sixty percent (60%) or more of the Owners of lots of the Property, in accordance with the provisions of Article VII(2) of the Declaration. Notwithstanding anything contained in the Declaration to the contrary, the Owners of Lots of the Property (which shall include the Phase I Property, the Silverado Tract, and upon satisfaction of the terms and conditions hereinbefore set forth in Section 7 hereof, the Option Tract) shall have the right to use their Lots for general office use and for all airport related commercial businesses, provided, however, that such uses are consistent with the maintenance of the Property as a first class private airfield.
- F. <u>Easement/Leased Area</u>. Hicks, Silverado, and a Silverado/Hicks Assignee, and each Owner of a Lot of the Property, the Association and their respective agents, customers, invitees, successors-in-interest and assigns, forever, shall have, the non-exclusive right and easement (the "Easement") over, upon, and across that certain property (the "Easement/Leased Area") located at, and constituting a part of, the south entrance to Hicks Airfield, said property being held pursuant to a lease between the Declarant, as Lessee, and Burlington Northern Railroad Company, as Lessor (the "Lease") in consideration for the Association paying one-half (1/2) of all costs and expenses relating to the maintenance of the Easement Area, which shall include one-half (1/2) of the rental due and payable to the Lessor pursuant to the Lease. Hicks

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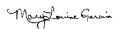


Mary Louise Garain

agrees to execute and deliver to the Association appropriate documents of conveyance (collectively, "Documents of Conveyance") in order to make the Association an additional lessee with Hicks of the Lease, subject, however, to the prior approval of the Lessor, which Documents of Conveyance shall grant Hicks the right to approve all signage and the location of such signage on the Easement/Leased Area, the determination by Hicks of the signage location and approval shall not be unreasonably withheld; provided, however, Hicks shall permit one sign identifying Hicks Airfield to be located in a prominent position on the Easement/Leased Area.

- G. <u>Definitions</u>. The terms which are defined in this Fifth Amendment shall have the meanings accorded to them in this Fifth Amendment, and unless a contrary intent is expressly provided in this Fifth Amendment, the definitions set forth in this Fifth Amendment shall control in the event a conflict with the same terms as defined in the Declaration. In addition, the following terms shall have the meanings ascribed to them herein, and shall control over the definitions used in the Declaration:
 - (i) Lot. The term "Lot" shall mean each separate portion of the Property developed as an aircraft hangar, for commercial development, or for residential development, as the case may be.
 - (ii) <u>Owner</u>. The term "Owner" as used herein shall mean the owner from time to time of portions of the Property.
- H. Remedies. It is hereby agreed that the sole and exclusive remedy of the Association, each Owner of a Lot, Silverado/Hicks, or the Silverado/Hicks Assignee with respect to any breach hereof by the Association, each Owner of a Lot, Silverado/Hicks, or the Silverado/Hicks Assignee, as the case may be, shall be to seek monetary damages and/or specific performance in connection with the obligation breached. No breach of any of the terms hereof by Silverado/Hicks, or the Silverado/Hicks Assignee, shall prejudice, limit or impair the rights of Siverado/Hicks, or the Silverado/Hicks Assignee, as the case may be, with respect to the Expansion Rights as otherwise provided herein and/or the rights of Silverado/Hicks, or the Silverado Hicks Assignee, to develop the Property.

Except as expressly modified and amended hereby, the Declaration, as amended by the First Amendment, the Third Amendment and the Fourth Amendment (as amended by this Fifth Amendment), is ratified, approved and confirmed. Upon execution of this document by all parties hereto, the term "Declaration" as used in <u>Sections 1 through 10</u> herein above shall mean the Declaration of Covenants, Conditions and Restrictions recorded in Volume 8396, Page 1458, Deed Records, Tarrant County, Texas, as amended by the First Amendment, the Third Amendment, the Fourth Amendment (as amended by this Fifth Amendment) and this Fifth Amendment.



IN WITNESS WHEREOF, Hicks Airfield Pilots' Association has caused this instrument to be executed this 1742, day of December 1998.

HICKS AIRFIELD PILOTS' ASSOCIATION

By:
Name: Rick C. Raesz
Title: President

Fitle: Secretary

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this / the day of December.

1998, by RICK C. RAESZ, President of Hicks Airfield Pilots' Association, a Texas non-profit corporation, on behalf of said corporation.



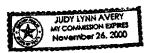
Vishi A. Nielundo My Commission Expires: 18-99

STATE OF TEXAS \$

COUNTY OF TARRANT \$

This instrument was acknowledged before me on this day 17th of December.

1998, by Jacque Boyd, Secretary of Hicks Airfield Pilots' Association, a Texas non-profit corporation on behalf of said corporation.



My Commission Expires: 11-216-2000

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Mary Louis Garain

CONSENT

Hicks Airfield, Inc., on behalf of itself and its successors and assigns and as Declarant under the Declaration, hereby ratifies, confirms and approves the Third Amendment, the Fourth Amendment (as amended by this Fifth Amendment) and this Fifth Amendment in all particulars, and agrees that the Expansion Right applies only to the Contiguous Property described in Exhibit "C" attached hereto (the "Silverado Tract") and subject to the satisfaction of the terms and conditions set forth in Section 7 of the Fifth Amendment, the Option Tract, that it has assigned the Expansion Right with respect to the Silverado Tract to Silverado and that Silverado has exercised the same, and that the Expansion Right has now expired except with respect to the Option Tract, subject to the satisfaction of the terms and conditions set forth in Section 7 of this Fifth Amendment. Hicks Airfield, Inc. further agrees that the Declaration, as amended by the First Amendment, the Third Amendment, the Fourth Amendment (as amended by this Fifth Amendment) and this Fifth Amendment, shall run with the Silverado Tract and shall be binding upon the Owners of Lots of the Silverado Tract and their respective heirs, executors, administrators, legal representatives, successors and assigns. Hicks Airfield, Inc. also hereby agrees to execute and deliver the Correction Warranty Deed to the Association with respect to the property described in Exhibit "B" attached bereto simultaneously with its execution and delivery of this Fifth Amendment and to execute and deliver appropriate Documents of Conveyance with respect to the Easement Area within ten (10) days following receipt thereof from the Board of Directors of the Association and/or Burlington Northern Railroad Company.

HICKS AIRFIELD, INC,

Rv۰

Don L. Davis, Presiden

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on this T day of <u>()occuber</u>, 1998, by Don L. Davis, President of Hicks Airfield, Inc., a Texas corporation, on behalf of said corporation.

AMY BAILEY
Notary Public
STATE OF TEXAS
By Coren. Esp. 01/02/2002

My Commission Exercise: Al 102 12002

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Mary Louise Garain

CONSENT

Silverado Development Corporation ("Silverado"), on behalf of itself and its successors and assigns, and as the owner of 80 % of the Lots of the property described in Exhibit "C" attached hereto (the "Silverado Tract") and on behalf of the Hicks Airfield Section Two Owners' Association (the "Silverado Association"), hereby acknowledges that Hicks Airfield, Inc., ("Hicks") has assigned the Expansion Right with respect to the Silverado Tract to Silverado, that Silverado has exercised the same, and that the Expansion Right has now expired except with respect to the Option Tract, subject to the satisfaction of the terms and provisions set forth in Section 7 of this Amendment. Silverado further agrees that the Declaration, as amended, by the First, Third, Fourth (as amended by this Fifth Amendment) and Fifth Amendments shall run with the Silverado Tract and shall be binding upon the Owners of Lots of the Silverado Tract and their respective heirs, executors, administrators, legal representatives, successors and assigns and that the Hicks Airfield Pilots' Association (the "Association") may file the Third Amendment, the Fourth Amendment and this Fifth Amendment against the Silverado Tract in the Deed Records of Tarrant County, Texas. Silverado also hereby agrees to execute and deliver a Revocation of the Silverado Declaration (the "Revocation") to the Association with respect to the Silverado Tract simultaneously with its execution and delivery of this Fifth Amendment. Notwithstanding the foregoing, however, prior to the execution and delivery of the Revocation of the Silverado Declaration, Silverado, on behalf of itself and the Silverado Association, hereby transfers and assigns to Salvendo Association all of its rights to assess and collect license fees and all other fees, charges and assessments due and owing with respect to Lots situated on the Silverado Tract, which arise prior to the date of filing of record of the Revocation.

SILVERADO DEVELOPMENT
CORPORATION, on behalf of itself and the
Hicks Airfield Section Two Owners' Association

Bv-

Nent Davis President

Mary Louise Garain

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on this I day of Ocean and 1998, by D. Kent Davis, President of Silverado Development Corporation, a Texas corporation, on behalf of said corporation and on behalf of the Hicks Airfield Section Two Owners' Association.

AMY BAILEY
Notary Public
STATE OF TEXAS
Hy Comm. Esp. 01/02/2002

My Commission Expires: 0102/2002

Return to:

White, Davis & Fleischer, L.L.P. The Richland Corporate Centre 9001 Airport Freeway, Suite 920 North Richland Hills, Texas 76180

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CONSENT

The undersigned, being Owners of Lots of the Phase I Property hereby ratify, confirm and approve the Third Amendment, the Fourth Amendment (as amended by this Fifth Amendment) and this Fifth Amendment in all particulars, on behalf of themselves and their respective successors and assigns:

NAME Thomas J. Fouler, Lot 55.2	ACKNOWLEDGMENT
He /A	State of Texas §
	County of Dallas §
VICKI L. WILLIAMS Notary Public, State of Texas My Germm, Expires 7-8-99	This instrument was acknowledged before me on the lift day of <u>December</u> , 1998, by <u>Thomas J. Fowler</u> Notary Public, State of Texas Notary's Name (Printed): Vicki L. Williams
	Notary's Commission Expires:
NAME /	ACKNOWLEDGMENT
Rober LATHAM	State of Texas § §
ROGER LATHAM	County of §
AUDY LYNN AVERY MY COMMISSION BOMES November 26, 2000	This instrument was acknowledged before me on the 17 day of December 1998, by Notary Public, State of (Texas Notary's Name (Printed):
•	Notary's Commission Expires: Nov. 210 2000
NAME O	ACKNOWLEDGMENT
ERNIE D. LATHAM	State of Texas § \$ County of §
JUDY LYNN AVERY MY COMMISSION BOYES November 24, 2000	This instrument was acknowledged before me on the 17 day of
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SUDY LYNN AVERY MY COMMISSION EXPIRES November 26, 2000

JUDY LYNN AVERY MY COMMISSION EXPRES NOVEMBER 26, 2000

JUDY LYNN AVERY MY COMMISSION EXPIRES November 26, 2000

NAME

Tarrant County Clerk

Mary Louise Garain

	ACKNOWLEDGMENT
	State of Texas §
	County of §
	This instrument was acknowledged before me on the 17 day of December, 1998, by
	Notary Public, State of Texas Notary's Name (Printed):
•	Notary's Commission Expires: NOV 26-2060
i.	ACKNOWLEDGMENT
	State of Texas §
	County of §
	This instrument was acknowledged before me on the 17 day of December 1998, by
	Notary's Name (Printed):
•	Notary's Commission Expires: Nov - 210 - 2000
	ACKNOWLEDGMENT
`	State of Texas §
	County of §
	This instrument was acknowledged before me on the 17 day of December 1998, by
	Notary Public State of Texas Notary's Name (Printed):
	Notary's Commission Expires:

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Mary Louise Grain

James of We

JUDY LYNN AVERY MY COMMISSION EXPIRES Novertiber 26, 2000

Jacqueline B. Bayd



MICHAEL ST. HEBERLING-

JUDY LYNN AVERY MY COMMISSION EPPIRES November 26, 2000

ACKNOWLEDGM	ENT
State of Texas	§
	§
County of	_ §
	acknowledged before me on t
17 day of Lece	
Judio	Trima (weri
Notary Public, State of	of Texas
Notary's Name (Print	ted):
Notary's Commission	n Expires:
1.1-26-	26 <u>0</u> 0
ACKNOWLEDGM	ENT
	_
State of Texas	§ §
County of	§
	-
18 day of Dec	acknowledged before me on ti embel998, by
/ 1 /	<i>a</i> ~
Notary Public, State	Lynn (we
Notary Public, Signa- Notary's Name (Print	or rexas
•	•
Notary's Commission	1 Expires:
	~ to 01000
ACKNOWLEDGM	ENT
State of Texas	§
	§ .
County of	§
This instrument was	acknowledged before me on t
18 day of Dece	
Judac	In mn Cher
Notary Public States	of Vexts

Notary's Commission Expires:

25

Mary Louise Garain

NAME,	ACKNOWLEDGMENT
186	State of Texas §
B.D. AKIN	County of §
JUDY LYNN AVERY MY COMMISSION BETHES November 26, 2000	This instrument was acknowledged before me on the 18 day of December 1998, by White December 1998, by Notary Public, Start of Texas Notary's Name (Printed):
	Notary's Commission Expires:
LEANIS W. PAPKER	ACKNOWLEDGMENT State of Texas \$ County of \$
JUDY LYNN AVERY MY COMMISSION EXPIRES November 24, 2000	This instrument was acknowledged before me on the 18 der of December 1998, by Notary Public, State of Texas Notary's Name (Erinted):
	Notary's Commission Expires:
NAME	ACKNOWLEDGMENT
John T Fischen	State of Texas
JUDY LYNN AVERY MY COMMISSION EXPIRES November 26, 2000	This instrument was acknowledged before me on the 18 day of December, 1998, by Notary Public, State of Texts Notary's Name (Britted):

26

NAME	ACKNOWLEDGMENT
William Frechme	State of Texas §
WILLIAM FRECKMAN	County of §
JUDY LYNN AVERY MY COMMISSION DURIES November 26, 2000	This instrument was acknowledged before me on the 18 day of December 1998, by
	Notary's Commission Expires;
IPAME A A A A	ACKNOWLEDGMENT
Donald H. Browning	State of Texas § S S S County of §
JUDY LYNN AVERY MY COMMISSION EXPIRES November 26, 2000	This instrument was acknowledged before me on the 18 day of December 1998, by
	Notary's Commission Expires:
Martin J. Keorighan Martin I. Keorighan	ACKNOWLEDGMENT State of Texas \$ County of \$
JUDY LYNN AVERY MY COMMISSION BUTTLES	This instrument was acknowledged before me on the 18 day of <u>December</u> , 1998, by Judy Jnymn wery Notary Public, State of Texas
November 26, 2000	Notary's Name (Printed):

27

Notary's Commission Expires:

Mary Louise Garaia

Harald T. Johnson HAKOLD T. JOHNSON

JUDY LYNN AVERY
MY COMMISSION BYPRES
November 26, 2000

RCXY C. RASSZ

JUDY LYNN AVERY
MY COMMISSION EXPIRES
November 26, 2000

NAME

EUGENE L. LINDSTROM

JUDY LYNN AVERY MY COMMISSION BUFFIES November 26, 2000

AND DESCRIPTION OF THE PERSON	TOTAL ON	STIR IN

State of Texas

County of TARRARUT

This instrument was acknowledged before me on the 18 day of December 1998, by_____

Notary Public, State of Texas
Notary's Name (Printed):
Judy Lynn Avery
Notary's Commission Expires:
11-26-2000

ACKNOWLEDGMENT

State of Texas

County of JARRANT

This instrument was acknowledged before me on the 18 day of December 1998, by

Notary Public, Statefof (Printed):

Judy Lynn Avery

Notary's Commission Expires:

11-06-2000

ACKNOWLEDGMENT

State of Texas

County of TARRANT

This instrument was acknowledged before me on the day of JCNUARU, 1998 by

Notary Public State of Texas
Notary's Name (Phined):
Judy Lynn Avery
Notary's Commission Expines:

28



A True and Correct Copy of Original Record Filed in Tarrant County, TEXAS

Verify Certification at https://tcrecordsonline.com

Verify Key: zytvnzr

Tarrant County Clerk

Monotonise Garain

TAIN & STAIMEN LOUIS W. FOURIER

JUDY LYNN AVERY MY COMMISSION BOPIRES November 26, 2000

Thomas K. Katri

JUDY LYNN AVERY MY COMMISSION BOPPES November 26, 2000

NAME Dayd Dantt Floj d Gap Tt

> JUDY LYNN AVERY MY COMMISSION EXPIRES November 26, 2000

ACKN	กพา	Enci	MENT
MC MIT	O 41 T		

State of Texas

County of TARRANT

This instrument was acknowledged before me on the day of JANUARY, 1998, by _____

Notary Public, Style of Texas
Notary's Name (Printed):
Judy Lynn Avery
Notary's Commission Expires:
11-26-2000

ACKNOWLEDGMENT

State of Texas §
County of TARRARIT §

This instrument was acknowledged before me on the day of January, 1998, by

Notary Public, State of Texas

Notary's Name (Punted):

Judy Lynn Avery

Notary's Commission Expires:

ACKNOWLEDGMENT

State of Texas §

County of TARRANT §

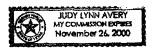
This instrument was acknowledged before me on the day of JANUARU, 1999, by

Notary Public, State of Texas
Notary's Name (Printed):
JUDY LYNIN Avery
Notary's Commission Expires:
1 126-2000

29

JUDY LYNN AVERY MY COMMISSION EXPIRES November 26, 2000

JONES



W. JONES

JUDY LYNN AVERY MY COMMISSION EXPIRES November 26, 2000

ACKNO	WLED	GME	NT

State of Texas County of TARRANT §

Notary Public, State of Texas Notary's Name (Frinted): Notary's Commission Expires:

ACKNOWLEDGMENT

State of Texas County of TARRANT

This instrument was acknowledged before me on the 9 day of JANURAY, 1998, by udy Trymn avor

Notary Public, Staff of Texas
Notary's Name (Printed):
Judy Auery
Notary's Commission Expires:
11-26-2000

ACKNOWLEDGMENT

State of Texas County of TARRANT §

This instrument was acknowledged before me on the 9 day of JANURGY, 1998, by

Notary Hublic, State of Texas Notary's Name (Printed): Notary's Name (Printed):

Judy Lynny Avery

Notary's Commission Expires:

11-26-2000

30

NAME

JUDY LYNN AVERY MY COMMISSION BOTHES November 26, 2000

NAME WHITE KEENER

JUDY LYNN AVERY November 26, 2000

Notary's Name (Printed):

Judy Lynn Avery

Notary's Commission Expires:

1-26-2000

IES S. BAGNARD

JUDY LYNN AVERY MY COMMISSION EXPIRES November 26, 2000

ACKNOWLEDGMENT

State of Texas

County of TARRANT

This instrument was acknowledged before me on the 15 day of Tanuary, 1999, by

Notary Public, State of Texas Notary's Name (Printed):

Notary's Commission Expires: 11-26-2000

ACKNOWLEDGMENT

State of Texas

County of TORRANT &

This instrument was acknowledged before me on the 15 day of JANUARY, 1999, by

Notary Public State of Texas Notary's Name (Printed):

ACKNOWLEDGMENT

State of Texas

County of TARRANT \$

This instrument was acknowledged before me on the 19 day of JANUARY, 1998 by

Notary Public State of Jesas Notary's Name (Printed):

Judy Lynn Avery
Notary's Commission Expires:

11-26-2000

3١

ACKNOWLEDGMENT State of Texas County of TARRANT This instrument was acknowledged before me on the 31 day of Becember 1998, by JUDY LYNN AVERY MY COMMISSION BUTTE Notary Public, State of Jexas Notary's Name (Printed):

JUDY LYNN AUCY
Notary's Commission Expires: November 26, 2000 ACKNOWLEDGMENT State of Texas County of This instrument was acknowledged before me on the 31 day of December. 1998, by Notary Public, State of Texas Notary's Name (Printed): Judy Lynn Avery JUDY LYNN AVERY MY COMMISSION EXPIRES ssion Expires: 11-26-2000 November 26, 2000 Notary's Commiss ACKNOWLEDGMENT State of Texas County of TARRANT This instrument was acknowledged before me on the day of December 1998, by JUDY LYNN AVERY Notary Public, State of Tokas

Notary's Name (Printed)

July Lynn Auery

Notary's Commission Expires: November 26, 2000

32



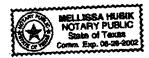
A True and Correct Copy of Original Record Filed in Tarrant County, TEXAS Verify Certification at https://tcrecordsonlinc.com Verify Key: zytvnzr

Tarrant County Clerk

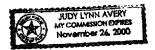
JAN-18-99 MON 84:57 PM AVERY TOOLS

817 439 8402





NAME WELBORN



NAME FRANCIS WILLIAM FREG

JUDY LYNN AVERY NY COMMISSION BUTTES November 26, 2000

CKNOWLEDGME	7

State of Texas

County of Javait

This instrument was acknowledged before me on the mollissa. No Notary Public, State of Texas

Notary's Name (Printed): Mellissa Hubik

Notary's Commission Expires:

ACKNOWLEDGMENT

State of Texas

County of TARRAINT &

This instrument was acknowledged before me on the 22 day of JANUARY, 1998, by

Notary Public, State of Trans
Notary's Name (Printed):

JUDY LYNN HUERY
Notary's Commission Propres:

mission Expires:

ACKNOWLEDGMENT

State of Texas

County of TARRAINT &

Notary Public, State of Notary's Name (Printed):

Notary's Commission Expires:

33

CAROL PECK SANDERS MY COMMISSION EXPRES October 26, 2000





٨	CKNO	WT	RDO	CAR	NT

State of Texas

County of TARRANT

This instrument was acknowledged before me on the 7½ day of JANU ARY, 1999 by Carol Peck Sanders

Notary Public, State of Texas
Notary's Name (Printed):
CAROL PECK SANDERS Notary's Commission Expires: OCTOBER 26, 2000

ACKNOWLEDGMENT

State of Texas

County of TARRANT

This instrument was acknowledged before me on the Thirday of JARUURKU 1999, by

Notary Public, State of Jokas Notary's Name (Printed):

Judy Lynn Avery

Notary's Commission F

Notary's Commussion Expires:

ACKNOWLEDGMENT

State of Texas

County of TARRANT

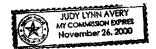
This instrument was acknowledged before me on the Thirday of ABURRY, 1998, by

Notary Public State of Texas /
Notary's Name (Printed):
Judy Lynn Avery
Notary's Commission Expires:
26 2000

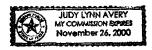
34

More Janie Garain

GLEN 2 SMITH



Town D. Mour



Robert L. Read
Robert C. Read

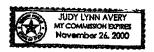
JUDY LYNN AVERY
MY COMMISSION EXPIRES
November 26, 2000

ACKNOWLEDGMENT
State of Texas §
County of JARRANT &
This instrument was acknowledged before me on the 9 day of JANUARY, 1998, by Notary Public, State of Texas Notary's Name (Printed): JUDY LYNN Auery Notary's Commission Expires: 11-210-2000
ACKNOWLEDGMENT
State of Texas §
County of TARRANT §
This instrument was acknowledged before me on the
Notary Public, State of Toxas Notary's Name (Printed):
Notary's Commission Expires: 11-24-2000
ACKNOWLEDGMENT
State of Texas §
Country of JARRANT §
This instrument was acknowledged before me on the

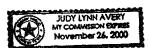
Notary Public State of Jexas / Notary's Namic (Printed): Judy Lynn Avery Notary's Commission Expires: 11-26-2000

35

JUDY LYNN AVERY MY COMMISSION BURES November 26, 2000



JAMES C. USHER



ACKNOWLEDGMENT
State of Texas §
County of Target §
This instrument was acknowledged before me on the 18 day of December 1998, by
Judy Xamon Green
Notary Public, State of Texas Notary's Name (Printed):
Judy Lynn Avery Notary's Commission Expires: 11-26-2000
ACKNOWLEDGMENT
State of Texas §
County of TARRANT §
This instrument was acknowledged before me on the Se day on De Cern bee 1998, by
Judy Trymn Chrenzy
Notary Public, State of Texasy Notary's Name (Printed):
Judy Lyrvy Avery Notary's Commussion Expires: 11-26-2000
ACKNOWLEDGMENT
State of Texas §
County of TARRANT §

This instrument was acknowledged before me on the

o day of January, 1998, by Notary Public, State of Arxis

Notary's Name (Printell)

Judy Lynn Alvery

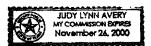
Notary's Commission Expires:

36

JUDY LYNN AVERY MY COMMISSION EXPIRES November 24, 2000

KONEW MARTIN

JUDY LYNN AVERY MY COMMISSION BUTTE November 26, 2000



ACKNOWLEDGMENT
State of Texas §
County of TARRANT'S
This instrument was acknowledged before me on the
Judy Trymn Overry
Notary Public, State of Texas
Notary's Name (Printed):
Judy Lynn Avery
Notary's Commission Expires:
11-26-2000
ACKNOWLEDGMENT
State of Texas §
§
County of TARRAWT §

This instrument was acknowledged before me on the

This instrument was acknowledged before me g day of January, 1999, by

Licy January, 1999, by

Notary Public (State fol Texas
Notary's Name (Printed):

Judy Lyniv Auery

Notary's Commission Expires:

11-26-2000

ACKNOWLEDGMENT

State of Texas

County of TARRANT

This instrument was acknowledged before me on the G day of JANUMARY, 1998 by

LUCY OFFICE OF CONTROL OF CONTRO

37

NAME

JUDY LYNN AVERY MY COMMISSION EXPIRES November 26, 2000

JUDY LYNN AVERY MY COMMISSION BUPRES November 26, 2000

JUDY LYNN AVERY MY COMMISSION EXPRES November 24, 2000

CKNOWLEDGMENT
CW4OM PEDGWEN I

State of Texas

County of TARRAINT 5

This instrument was acknowledged before me on the 19 day of JANUARY, 1999, by

Notary Public, Stafe of Jexas Notary's Name (Printed):

Notary's Name (Printed):

Judy Lynn Avery

Notary's Commission Expires:

11-26-2000

ACKNOWLEDGMENT

State of Texas

County of JARRANT

This instrument was acknowledged before me on the 19 day of 1 ANUARY, 1999, by

Notary Public, State of Texas

Tudy Lyww Aver Notary's Commission Expires:

ACKNOWLEDGMENT

State of Texas

County of TARRANT §

This instrument was acknowledged before me on the 19 day of January, 1999 by

Notary Public, State of Fexal /
Notary's Natue (Printed);
Judy Lynn Avery
Notary's Commission Expires:
11-216-2000

38

Mary Louise Garain

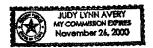
Genc Gifford

KAR: N. J. KAYS

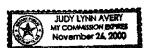
KAR: N. J. KAYS

AUGUST 13, 2001

TRAY E. STINISON



PRESIDENT HICKS AIRFIELD PROTS ASSU.



ACKNOWLEDGMENT
State of Texas §
County of TARRANT §
This instrument was acknowledged before me on the // This day of Invaney, 1998 by Coene 615FOR
Harry Jan
Notary Public, State of Texas
Notary's Name (Printed): WALEN J. MAYS
Notary Public, State of Wexas Notary's Name (Printed): MALEN T. HAYS Notary's Commission Expires: Quagnot 13, 200,
ACKNOWLEDGMENT
State of Texas § .
County of TARRAINT §
This instrument was acknowledged before me on the
25 day of JANUARY 1998, by
Judy Town (hen)
Notary Public, State of Texas
Notary's Name (Phinted): Judy Lynn Avery
Notary's Commission Expires:
11-26-2000
ACKNOWLEDGMENT
State of Texas §
County of TARRAINT \$
This instrument was acknowledged before me on the

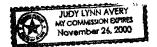
Notary rupite, stage of years
Notary's Name (Printed):

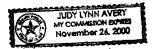
JUDY LYNN AUCCY
Notary's Commission Expires:

11-26-2000

39

NAME Homa8





NAME C.B. HITCHENS

JUDY LYNN AVERY November 26, 2000

acknowledgmen	I
---------------	---

State of Texas County of ARRANT

This instrument was acknowledged before me on the 12 day of ANUARU, 1998, by

Notary Public, Stage of Texas Notary's Name (Printed): Judy Lynn Avery Notary's Commission Expires: 11-26-2000

ACKNOWLEDGMENT

State of Texas County of JARRANT

This instrument was acknowledged before me on the 12 day of January 1998, by

Notary Public, State of Versas Notary's Name (Printed):

Judy Lynn Fluery
Notary's Commission Expires: ion Expires: 11-21,-2000

ACKNOWLEDGMENT

State of Texas

County of ARRANIT 5

This instrument was acknowledged before me on the 15 day of Thrul a R.U., 1999, by

Notary Public, State of Acads

Notary's Name (Printed):

Judy Lynn Avery

Notary's Commission Expires:

11-26-2000

40

JUDY LYNN AVERY MY COMMISSION BORRES November 26, 2000

JUDY LYNN AVERY MY COMMISSION EXPRES November 26, 2000

JUDY LYNN AVERY MY COMMISSION EXPIRES November 24, 2000

Tarrant County Clerk

Mory Louise Garain

ACKNOWLEDGMENT
State of Texas §
County of TARRAINT &
This instrument was acknowledged before me on the 15 day of JANUARY, 1999, by
- Quay Joing Chreen
Notary Public, Statefol Texas Notary's Name (Printed): Judy Ly IVN Avery
Notary's Commission Expires:
ACKNOWLEDGMENT
State of Texas §
County of §
This instrument was acknowledged before me on the 15 day of JANUARY, 1998 by Notary Public, State of Toxas Notary's Name (Printed): JULY LYNN AUETY Notary's Commission Expires: 11-216-2000
ACKNOWLEDGMENT
State of Texas §
County of §
This instrument was acknowledged before me on the 15 day of TANUARY, 1999, by
Notary Public, State of Ilexas
Notary's Name (Printed): Judy Lynn Avery Notary's Continuission Expires:
11-26-2000

41

Mary Louise Garain

NORTH FORT WENTH ANDAFIT AVE AMY BAILEY ACKNOWLEDGMENT Notary Public STATE OF TEXAS State of Texas My Corem, Exp. 01/02/2000 County of TARRANT This instrument was acknowledged before me on the Alor day of Tanuasii 1998 by Oon Dowl 5.

Notacy Public, State of Texas
Notacy Public, State of Texas Notary's Name (Printed): Amy L. Bailey Notary's Commission Expires: NAME Don Daw Pres ACKNOWLEDGMENT AMY BAILEY Notary Public State of Texas STATE OF TEXAS Cree To jly Comm. Exp. 01/02/2009 County of THERANT 5 This instrument was acknowledged before me on the 26 TANUACY 1998 by DON DAVIS Notary Public, State of Texas Notary's Name (Printed): Amy L BAULY Notary's Commission Expires: NAME ACKNOWLEDGMENT State of Texas John B. Mc Clanchon County of GRRANT \$ This instrument was acknowledged before me on the 2Z day of JAPUARY, 1999, by Notary Public, State of Texas Notary's Name (Printed): JUDY LYIVIN AUERY Notary's Commission Expres: 11-26-2000 JUDY LYNN AVERY November 26, 2000

43

Mary Louise Garain

JA Goggans) 47-8 II.H. Goggans

JUDY LYNN AVERY
MY COMMISSION EXPIRES
November 26, 2000

NAME

AND Sus 35-1

JUDY LYNN AVERY MY COMMISSION BUTTES November 26, 2000

NAME Tolling State BOBBY D. STEELE

JUDY LYNN AVERY MY COMMISSION BOTHS November 28, 2000

ACK	AOM	LEI	CM	ENT

State of Texas §
County of IARRANT §

This instrument was acknowledged before me on the 19 day of January, 1998 by

Lucy Lynn (Notary Public Stell of The

Notary Public, Style of Jexas
Notary's Name (Rinted):

JUDY LYNN AUERY
Notary's Commission Expires:

11-26-2000

ACKNOWLEDGMENT

State of Texas §
County of IARRANT §

This instrument was acknowledged before me on the db day of JAN 1999, by

Notary Phiblic, Stafe of Texas
Notary's Name (Pkinted):

Judy Lylvy Avery
Notary's Commission Expires:

1-26-2000

ACKNOWLEDGMENT

State of Texas §
Country of IGRRAINT §

This instrument was acknowledged before me on the

Notary Public, State of Texas
Notary's Name (Printed):

Notary's Commission Expires:

學 43

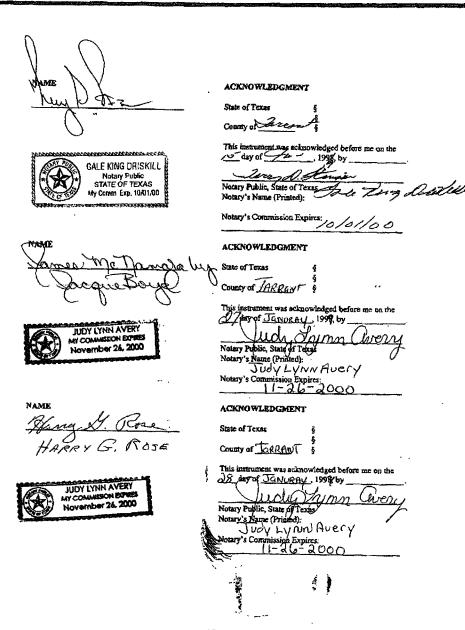


A True and Correct Copy of Original Record Filed in Tarrant County, TEXAS Verify Certification at https://tcrecordsonline.com Verify Key: zytvnzr **Tarrant County Clerk**

Mary Louise Garain

Received: 1/15/99 3:47PM; From: George E. Omdorff Ull To: Terry Stinson 817-499-3278 -> JetFax M5; Page 2 Date: 1/15/99 Time: 2:49:00 PM

Page 2 of 2





A True and Correct Copy of Original Record Filed in Tarrant County, TEXAS Verify Certification at https://tcrecordsonline.com Verify Key: zytvnzr

Tarrant County Clerk

Mary Louise Garain

Donald D. Seath	ACKNOWLEDGMENT State of Texas County of Tarrant \$
CHRISTINE JARBOE Notary Public STATE OF TEXAS My Comm. Exp. 02/10/00	This instrument was acknowledged before me on the 23th day of Tanasiry, 1998, by Donald D. Scath. Christian Table Notary Public, State of Texas Notary's Name (Printed):
hammonomonomon	Notary's Commission Expires;
AME	ACKNOWLEDGMENT
	State of Texas §
	County of §
	This instrument was acknowledged before me on theday of
-	Notary Public, State of Texas Notary's Name (Printed):
	Notary's Commission Expires:
AME	ACKNOWLEDGMENT
	State of Texas §
	County of §
	This instrument was acknowledged before me on the day of, 1998, by
	Notary Public, State of Texas Notary's Name (Printed):
	Notary's Commission Expires:
	4 5

Mary Louise Garain

NAME	ACKNOWLEDGMENT AMY BALLEY
Don Dund Plass	Noticy Public
Don David Plasty FOR Romell P. Level	State of Texas 5
LOTS-30-4-56-2-BCM/	Country of THERAINT 5 My Comm. Ltd. 01/02/2002
	This instrument was acknowledged before me on the 29th day of January, 1998, by Doni Davis, PROXY FOR 9(ALB) RONALD P. LEACH
	Notary Public, State of Texas Notary's Name (Printed): Amy L Banky
	•
	Notary's Commission Expires:
NAME	ACKNOWLEDGMENT
For Rich + Keren Reynolds 41-3-41-5 BLM 1	State of Texas 5 Notary Public
For Rich + Keen Reynolds	Country of TARRANT & STATE OF TEXAS by Comm. Exp. 01/02/2002
41-3-41-5 BLA 1	This instrument was acknowledged before me on the 29th day of January 1998, by Don Day & Roxy For
	ODE RICK AND KAREN REYNOLDS
	Notary Public Start of Texas Notary's Name (Printed): Amy L. BOLLEY
	Notary's Commission Expires:
NAME	01/02/2002
	ACKNOWLEDGMENT
	State of Texas §
	County of §
	This instrument was acknowledged before me on the day of 1998, by
	Notary Public, State of Texas Notary's Name (Printed):
•	Notary's Commission Expires:
	, a commission exputes:

42

Mary Louise Garain

1	
NAME	ACKNOWLEDGMENT
x Juin Jun	State of Texas §
KTAK" BRUNSON	County of TGRRANT §
JUDY LYNN AVERY NY COMMISSION BOTHS November 26, 2000	This instrument was acknowledged before me on the 10 day of 10 , 1999, by Notary Public, State of Itelas Notary's Name (Printed): Notary's Commission Expires 1 26-2000
NAME	ACKNOWLEDGMENT
	State of Texas §
	\$ \$
	This instrument was acknowledged before me on theday of, 1998, by
	Notary Public, State of Texas Notary's Name (Printed):
	Notary's Commission Expires:
NAME	ACKNOWLEDGMENT
	State of Texas §
	County of §
	This instrument was acknowledged before me on the day of, 1998, by
	Notary Public, State of Texas Notary's Name (Printed):
Return to:	Notary's Commission Expires:
White, Davis & Fleischer, L.L.P. The Richland Corporate Centre 9001 Airport Freeway, Suite 920 North Richland Hills, Texas 76180	

47

909823.100:55316.03(16ok03!.DOC)

Mary Louise Garain

Exhibit "B"

CORRECTION WARRANTY DEED

STATE OF TEXAS \$ KNOW ALL MEN BY THESE PRESENTS: COUNTY OF TARRANT \$

THAT HICKS AIRFIELD, INC., a corporation, duly organized and existing under the Laws of the State of Texas (hereinafter called "Grantor"), for and in consideration of the sum of Ten No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by HICKS AIRFIELD PILOTS' ASSOCIATION, a Texas corporation (hereinafter called "Grantee") as follows:

ALL CASH

has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said HICKS AIRFIELD PILOTS' ASSOCIATION, a Texas corporation, of the County of Tarrant, State of Texas, all that certain lot, tract or parcel of land situated in Tarrant County, Texas, described as the <u>SURFACE ESTATE ONLY</u> to the property more fully described on <u>Exhibit "A"</u> attached here and made a part hereof for all purposes.

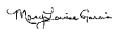
The conveyance is expressly made and accepted subject to any and all restrictions, covenants, conditions, easements, zoning laws, regulations, ordinances of municipal and other governmental authorities, and reservations, including, but not limited to, minerals previously reserved or convey if any, relating to the property conveyed, but only to the extent that they are still in effect and shown of record.

Grantee hereby assumes responsibility for the payment of all taxes against the herein described property for the year 1992 and all subsequent years.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors an assigns forever and the said Grantor does hereby bind itself, its successor and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said Grantee, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

This Deed is made in place of and to clarify and correct that certain Deed from Hicks Airfield Inc., as Grantor, to Hicks Airfield Pilots' Association, as Grantee, dated August 4, 1992, but made effective as of May 18, 1992, and recorded in Volume 10823, Page 1872, of the Deed Records of Tarrant County, Texas (the "Original Deed"). The Original Deed incorrectly stated

009823.100;55316.03(16ok03!,DOC)



that the conveyance of the property therein described was made subject to the conditions and right of reverter set forth in <u>Exhibit "B"</u> attached thereto. This Correction Deed is made by Grantor and accepted by Grantee to clarify the intention of the Grantor that the conditions and right of reverter contained in <u>Exhibit "B"</u> were incorrectly included in the Original Deed, that the conveyance of the property described therein was not intended to be made subject to the conditions and right of reverter contained in <u>Exhibit "B"</u> attached thereto and that <u>Exhibit "B"</u> to the Original Deed is hereby deleted in its entirety and is of no force and effect, effective as of May 18, 1992, and that in all other respects, the Original Deed is ratified and confirmed.

May 18, 1992, and that in all other respects, the Original Deed is ratified and confirmed. IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its duly authorized officer at Fort Worth, Texas, this ____ day of _____,1997, but to be effective for all purposes as of the 18th day of May, 1992 (the "Effective Date"). HICKS AIRFIELD, INC, By: Don L. Davis, President STATE OF TEXAS COUNTY OF TARRANT This instrument was acknowledged before me on this ____ day of 1998, by Don L. Davis, President of Hicks Airfield, Inc., a Texas corporation, on behalf of said corporation. Notary Public, State of Texas My Commission Expires:__ ACCEPTED, APPROVED AND AGREED TO: HICKS AIRFIELD PILOTS' ASSOCIATION a Texas corporation Name: Title:

009823.100:55316.03(16nk031.DOC)

Mary Louise Garain

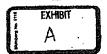
STATE OF TEXAS	§
COUNTY OF TARRANT	8
	acknowledged before me on this day of
1998 by	, President of Hicks Airfield Pilots' Association
a Texas non-profit corporation	on, on behalf of said corporation.
	•
	Notary Public, State of Texas
	My Commission Expires:

009823.100:55316.03(16ak031.DOC)



A True and Correct Copy of Original Record Filed in Tarrant County, TEXAS Verify Certification at https://tcrecordsonline.com Verify Key: zytvnzr

Mary Louise Garain



HICKS AIRFIELD ADDITION TARRANT COUNTY, TEXAS

Lots 1-R, 1-1, 1-2, 1-3, 2-1, 2-2, 2-3, 2-4, 3-1, 3-2, 3-3, 3-4, 4-1, 4-2, 4-3, 4-4, 5-1, 5-2, 5-3, 5-4, 6-1, 6-2, 6-3, 6-4, 7-1, 7-2, 7-3, 7-4, 8-1, 8-2, 8-3, 8-4, 9-1, 9-2, 9-3, 9-4, 10-1, 10-2, 10-3, 10-4, 11-1, 11-2, 11-3, 11-4, 12-A1, 12-B1, 13-1, 13-2, 13-3, 14-1, 14-2, 14-3, 14-4, 15-1, 15-2, 15-3, 15-4, 16-1, 16-2, 16-3, 16-4, 17-1, 17-2, of a replat of Lot 1, Block 1, of Hicks Airfield as previously recorded in Volume 388-198, Page 89, Plat Records, Tarrant County, Texas.

Lots 29-2; 30-1 THRU 30-3; 30-6 THRU 30-10; 31-1, 31-2, 32-1, 32-2, 33-1, 33-2, 34-1, 34-2, 35-1, 35-2, 36-1, 36-2, 37-1, 37-2, 38-1, 38-2, 39-1, 39-2, 40-1, 40-2, 41-1 THRU 41-8; 42-1 THRU 42-8; 43-1 THRU 43-8; 44-1 THRU 44-8; 45-1 THRU 45-8; 46-1 THRU 46-5; 47-1 THRU 47-8; 48-1 THRU 48-8; 49-1 THRU 49-8; 50-1 THRU 50-8; 51-1 THRU 51-8; 52-1 THRU 52-8; 53-1 THRU 53-3; 54-1, 54-2, 55-1, 55-2, 56-1, 56-2, 57-1, 57-2, 58-1, 58-2, 59-1, 59-2, 60-1, 60-2, 61-1, 62-1, 62-2, 63-1, 63-2, 64-1, 64-2, and 65-1 THRU 65-6 of a replat of Lot 3, Block 1, of Hicks Airfield as previously recorded in Volume 388-198, Page 89, Plat Records, Tarrant County, Texas.

Lots 1-3, Block 1-A; Lots 1 - 11, Block 1-B; Lots 1-11, Block 1-C; Lots 1, 2, Block 1-D; Lot 54-1R, Block 1, being a revision of Lot 2, Block 1, Hicks Airfield, recorded in Volume 388-198, Page 89, of the Tarrant County Plat Records, and a Portion of Lot I-R, Block 1, Hicks Airfield, Recorded in Volume 388-205, Page 50, of the Tarrant County Plat Records and Lot 54-1, Block 1, Hicks Airfield, Recorded in Volume 388-203, Page 85, of the Tarrant County Plat Records, Tarrant County, Texas.

Lots 1-R, 2-R, 3-R, and 4-R, Block 1-C, Hicks Airfield an addition in Tarrant County, Texas Being a revision of Lots 1-11, Block 1-C, Hicks Airfield, recorded in Plat Cabinet A, Slide 1443, of the Tarrant County Plat Records.

Mountaine Garain

Exhibit "B"

CORRECTION WARRANTY DEED

STATE OF TEXAS	§ §	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TARRANT	Ş	

THAT HICKS AIRFIELD, INC., a corporation, duly organized and existing under the Laws of the State of Texas (hereinafter called "Grantor"), for and in consideration of the sum of Ten No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by HICKS AIRFIELD PILOTS' ASSOCIATION, a Texas corporation (hereinafter called "Grantee") as follows:

ALL CASH

has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said HICKS AIRFIELD PILOTS' ASSOCIATION, a Texas corporation, of the County of Tarrant, State of Texas, all that certain lot, tract or parcel of land situated in Tarrant County, Texas, described as the <u>SURFACE ESTATE ONLY</u> to the property more fully described on <u>Exhibit "A"</u> attached here and made a part hereof for all purposes.

The conveyance is expressly made and accepted subject to any and all restrictions, covenants, conditions, easements, zoning laws, regulations, ordinances of municipal and other governmental authorities, and reservations, including, but not limited to, minerals previously reserved or convey if any, relating to the property conveyed, but only to the extent that they are still in effect and shown of record.

Grantee hereby assumes responsibility for the payment of all taxes against the herein described property for the year 1992 and all subsequent years.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors an assigns forever and the said Grantor does hereby bind itself, its successor and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said Grantee, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

This Deed is made in place of and to clarify and correct that certain Deed from Hicks Airfield Inc., as Grantor, to Hicks Airfield Pilots' Association, as Grantee, dated August 4, 1992, but made effective as of May 18, 1992, and recorded in Volume 10823, Page 1872, of the Deed Records of Tarrant County, Texas (the "Original Deed"). The Original Deed incorrectly stated

009823.100:55316.03(16ok03!.DOC)

May Louise Garcia

that the conveyance of the property therein described was made subject to the conditions and right of reverter set forth in <u>Exhibit "B"</u> attached thereto. This Correction Deed is made by Grantor and accepted by Grantee to clarify the intention of the Grantor that the conditions and right of reverter contained in <u>Exhibit "B"</u> were incorrectly included in the Original Deed, that the conveyance of the property described therein was not intended to be made subject to the conditions and right of reverter contained in <u>Exhibit "B"</u> attached thereto and that <u>Exhibit "B"</u> to the Original Deed is hereby deleted in its entirety and is of no force and effect, effective as of May 18, 1992, and that in all other respects, the Original Deed is ratified and confirmed.

viay 16, 1992, and that in an ani-	t t it is a second
IN WITNESS WHEREOF, the said duly authorized officer at Fort Worth, To effective for all purposes as of the 18th day	Grantor has caused these presents to be signed by its exas, this
	HICKS AIRFIELD, INC,
	By: Don L. Davis, President
STATE OF TEXAS §	
COUNTY OF TARRANT §	
This instrument was acknowledge 1998, by Don L. Davis, President of Hick corporation.	ed before me on this day of, s Airfield, Inc., a Texas corporation, on behalf of said
	Notary Public, State of Texas My Commission Expires:
ACCEPTED, APPROVED AND AGRI	EED TO:
D	HICKS AIRFIELD PILOTS' ASSOCIATION
Ву:	a Texas corporation
By: Nai	

009823.100:55316.03(16ok03).DOC)

A True and Correct Copy of Original Record Filed in Tarrant County, TEXAS Verify Certification at https://terecordsonline.com Verify Key: zytvnzr Tarrant County Clerk

Mountoine Gorain



HICKS AIRFIELD ADDITION SECTION 2 TARRANT COUNTY, TEXAS

Lots 1, 2, 3, 4, 5, 6, 7, 13, 14, 15, 16, 23, 24, 25, 37, 38, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, Block 2, Section 2, and;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 76, 77, 80, 81, 82, 83, Block 3, Section 2, as filed in Cabinet A, Slide 3069, on 09/11/96

Lots 8 R, 9 R, 10 R, 11 R, 12 R, 17 R, 18 R, 19 R, 20 R, 21 R, 22 R, 26 R, 27 R, 28 R, 29 R, 30 R, 31 R, 32 R, 33 R, 34 R, 35 R, Block 2, Section 2, and;

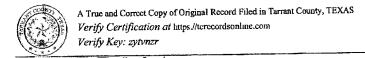
Lois 9 R, 10 R, 11 R, 28 R, 41 R, 59 R, 61 R, 62 R, Block 3, Section 2, as filed in Cabinet A, Slide 3515, on 5/09/97

Lots 39 R, 40 R, 63, Block 2, Section 2, and;

Lots 74 R, 79 R, Block 3, Section 2, as filed in Cabinet A, Slide 5033, on 05/21/99

Rotom to:

White, Davis & Fleischer, L.L.P. The Richland Corporate Centre 9001 Airport Freeway, Suite 920 North Richland Hills, Texas 76180



Marylonice Garain

D199194918
WHITE DAVIS FLEISCHER LLP
THE RICHLAND CORP CENTER
9001 AIRPORT FWY 920
FT WORTH TX 76180

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

INDEXED -- TARRANT COUNTY TEXAS
SUZANNE HENDERSON -- COUNTY CLERK
OFFICIAL RECEIPT

T O: SILVERADO DEVELOPMENT CORP

RECEIPT NO REGISTER RECD-BY PRINTED DATE TIME 199347675 DR92 D W 08/03/1999 10:37

INSTRUMENT FEECD INDEXED TIME 1 D199194918 WD 19990803 10:37 CK 1702

TOTAL: DOCUMENTS: 01 FEES: 115.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

