

**Aero Valley Development Company
East Runway Safety Zone**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:¹
COUNTY OF DENTON §

WHEREAS EDNA GARDNER WHYTE, MICHAEL J. O'BRIEN, and JOHN R. EVERETT are owners of that certain tract of land out of the F.M. Woodward Survey, Abstract #1420, Denton County, Texas, as further described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for purposes of description; and

WHEREAS the subject property adjoins the East boundary line of the runway/taxiway property at Aero Valley Airport and serves as a buffer zone between the taxiway and the West boundary lines of several privately owned tracts of land, said strip being commonly referred to as a "Safety Zone"; and

WHEREAS the Federal Aviation Administration has established certain minimum Safety Zone requirements in order for an airport to carry a "General Utility [Stage] II" classification; and

WHEREAS the owners wish to transfer the property, all or part, to others while maintaining the integrity of the General Utility [Stage] II classification;

THEREFORE BE IT RESOLVED that the Owners hereby restrict said property as hereinafter set out, which restrictions shall be binding upon all of the owners or purchasers of said property, or any part thereof, his or their heirs, executors, administrators, or assigns as follows, to wit:

1. No construction of buildings, structures, or other obstructions which extend above the surface of the ground, including, but not limited to protrusions from buildings not on subject property, but which extend into the airspace above said property.
2. No aircraft, automobile, or other vehicle may park or stand within sixty (60) feet of the West property line of subject property.
3. Aircraft, automobiles, and other vehicles may park or stand in the East twenty-five (25) feet of the subject property, but no part of any aircraft parked in said area shall extend within thirty-five (35) feet of the West property line. See Exhibit "B" attached hereto and made a part hereof for further description of the above restrictions.
4. No parking of campers, travel trailers, or other recreational or residential type vehicles shall be permitted at any time; and parking or standing of boats, trailers, trailer-mounted equipment, other non-flyable, non-drivable vehicles including, but not limited to, wrecked airplanes or automobiles, salvaged airplanes or airplane parts, cartons, boxes, or other storage facilities, shall be limited to a time period not to exceed twenty-four (24) hours.

¹ Document #16212 recorded at Volume 1137, page 932 of the real property records of Denton County, Texas on April 16, 1982.

**Aero Valley Development Company
East Runway Safety Zone**

5. Each property owner shall maintain his property in a clean and attractive condition, free of trash, seeded with grass, and appropriately mowed; and where necessary, any two (2) other property owners, at their sole discretion, may cause a nonconforming property to be cleaned and mowed and by such action establish a lien against said property equal to five (5) times the cost of said cleaning and mowing.
6. The owners (Grantors) hereof reserve unto themselves, their heirs, and assigns, past and future, and unto any appropriate utility company, the right to encroach upon any and all property for the purpose of installing, improving, or repairing underground septic systems, water lines, telephone lines, or electrical lines, with the provision, however, upon completion of such encroachment the property shall be returned as nearly as possible to its original state.
7. The Owners (Grantors) hereof reserve unto themselves, their heirs, and assigns, past and future, a non-exclusive easement for vehicular access and Airport and taxiway purposes including all necessary and desirable appurtenances along, over, under, across, and upon the four (4) tracts of land shown as "Access Easement" on Exhibit "A"; together with the right to assign this easement for the purpose of allowing others to use said tracts.

These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them, and cannot be removed or amended until such time as one of the following occurs:

- A. The Airport is no longer active and in use, at which time these covenants and restrictions shall automatically expire.
- B. The Airport is altered such that the runway and taxiway adjoining the property are no longer in use or are removed or the Federal Aviation Administration alters its minimums for General Utility [Stage] II classification, at which time these covenants and restrictions can be amended by a vote of sixty (60) percent of the then property owners in order to maintain conformance.

If the parties hereto, or any of them, or their heirs, grantees, successors, or assigns, shall violate or attempt to violate the covenants herein, it shall be lawful for any person, or persons, comprising at least ten (10) percent of all the owners of the property, to prosecute any proceedings at law [or] in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or to enforce such other rights and duties, either at law or in equity for such violation as he shall possess.

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

Nothing contained in this declaration shall impair or defeat the Lien of any mortgage or deed of trust, made in good faith and for value, but title to any property subject to this declaration of

Aero Valley Development Company
East Runway Safety Zone

came through sale, or otherwise in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions and covenants herein.

IN TESTIMONY WHEREOF, we affix our signatures this 29th day of January, 1982.

Edna Gardner Whyte

Michael J. O'Brien

John R. Everett

Exhibits "A" and "B"

Runway safety zone established by restrictions recorded by Aero Valley Development Company on April 16, 1982. See Volume 1137, page 932.



Figure 1 - Plan View of East Runway Safety Zone

**SAFETY ZONE MINIMUMS
AS SET OUT BY THE FEDERAL AVIATION ADMINISTRATION
FOR GENERAL UTILITY II AIRPORTS**

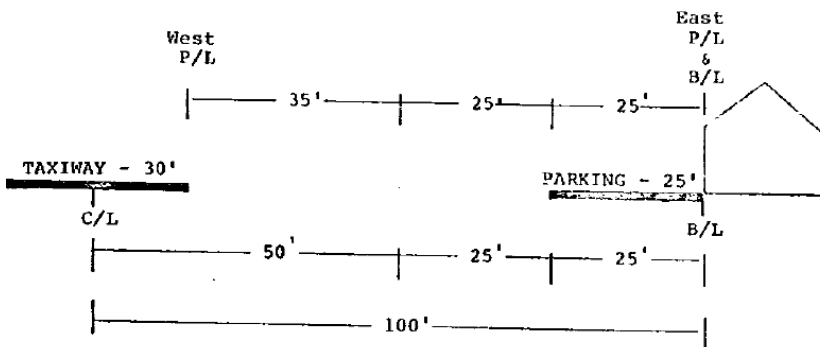


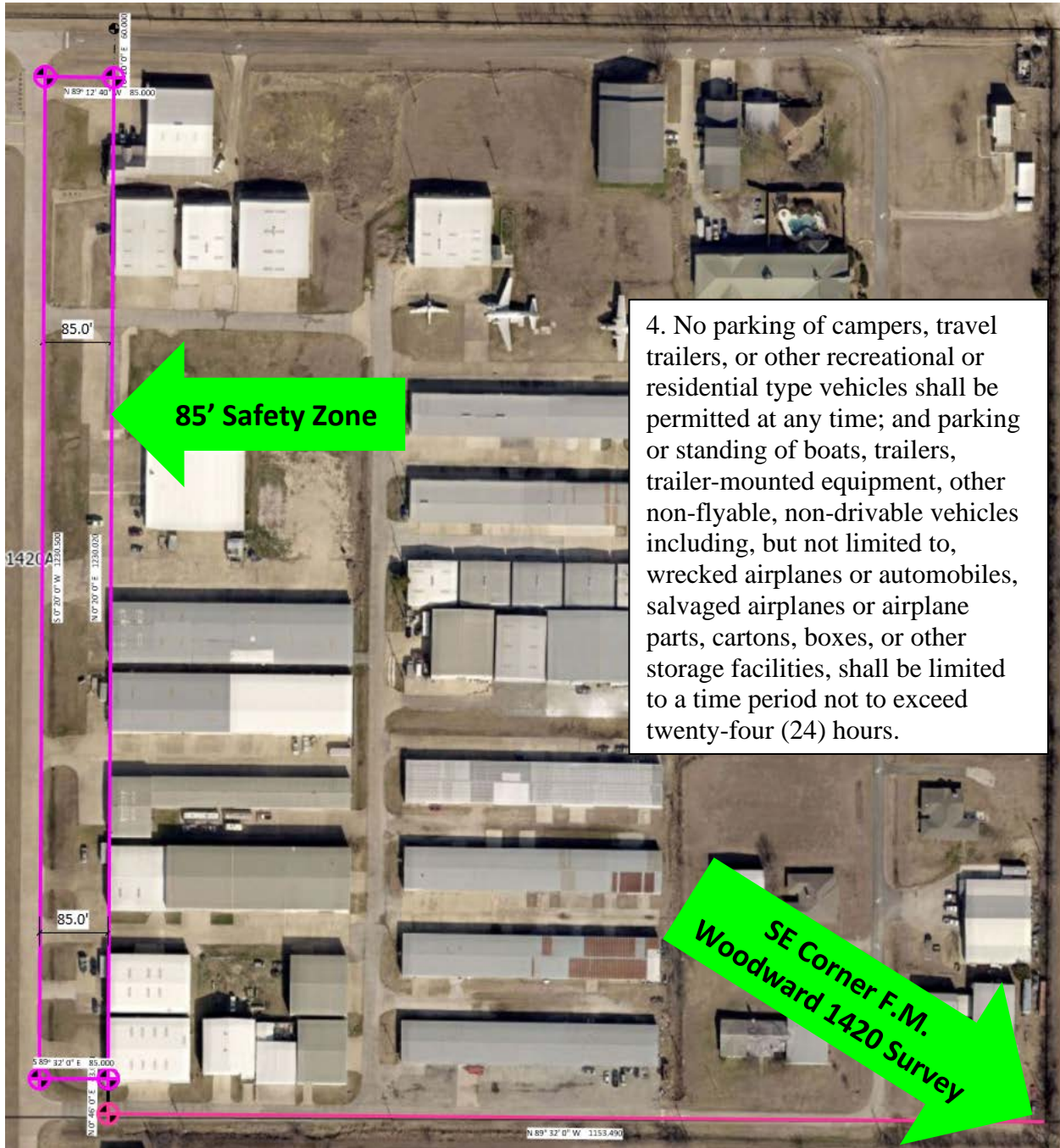
Figure 2 - Side View of East Runway Safety Zone

Exhibits "A" and "B"

For a tract of land in the F.M. Woodward Survey, Abstract No. 1420, situated in Denton County, Texas, and being more particularly described by metes and bounds as follows:

East Safety Zone							
N-S	Degrees	Minutes	Seconds	E-W	Length	Visio Angle	
N	89	32	0	W	1153.49	179.5333	BEGINNING at an iron pin in the Northerly line of a 60.0 foot wide road easement, said point being
N	0	46	0	E	43.00	89.2333	feet
N	0	20	0	E	1230.02	89.6667	from the Southeast corner of said Woodward Survey;
N	89	12	40	W	85.00	179.2111	to an iron pin for a corner;
S	0	20	0	W	1230.50	-90.3333	to a point for corner in the East line of a proposed taxiway;
S	89	32	0	E	85.00	-0.4667	along said line to a point in same for corner;
							to the POINT OF BEGINNING.

Exhibits "A" and "B"



Runway safety zone established by restrictions recorded by Aero Valley Development Company on April 16, 1982. See Volume 1137, page 932.

**SAFETY ZONE MINIMUMS
AS SET OUT BY THE FEDERAL AVIATION ADMINISTRATION
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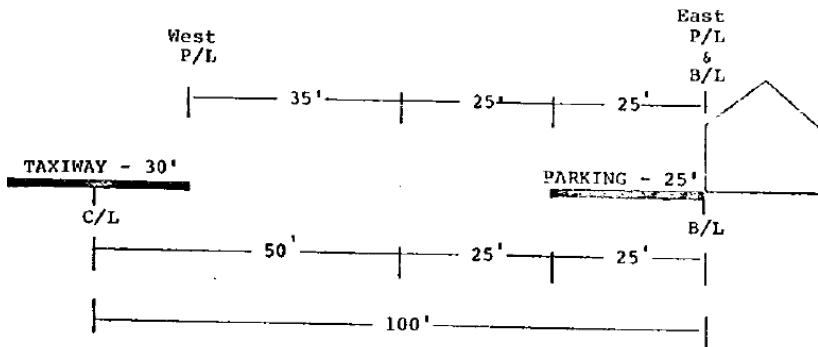


Figure 2 - Side View of East Runway Safety Zone



Figure 1 - Plan View of East Runway Safety Zone

STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS: VOL 1137 PAGE 932

COUNTY OF DENTON I

DEED RECORD

10212

WHEREAS EDNA GARDNER WHYTE, MICHAEL J. O'BRIEN, and JOHN R. EVERETT are owners of that certain tract of land out of the F.M. Woodward Survey, Abstract #1420, Denton County, Texas, as further described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for purposes of description; and

WHEREAS the subject property adjoins the East boundry line of the runway/taxiway property at Aero Valley Airport and serves as a buffer zone between the taxiway and the West boundry lines of several privately owned tracts of land, said strip being commonly referred to as a "Safety Zone"; and

WHEREAS the Federal Aviation Administration has established certain minimum Safety Zone requirements in order for an airport to carry a "General Utility II" classification; and

WHEREAS the owners wish to transfer the property, all or part, to others while maintaining the integrity of the General Utility II classification,

THEREFORE BE IT RESOLVED that the Owners hereby restrict said property as hereinafter set out, which restrictions shall be binding upon all of the owners or purchasers of said property, or any part thereof, his or their heirs, executors, administrators, or assigns as follows, to wit:

1. No construction of buildings, structures, or other obstructions which extend above the surface of the ground, including, but not limited to protrusions from buildings not on subject property, but which extend into the airspace above said property.
2. No aircraft, automobile, or other vehicle may park or stand within sixty (60) feet of the West property line of subject property.
3. Aircraft, Automobiles, and other vehicles may park or stand in the East twenty-five (25) feet of the subject property, but no part of any aircraft parked in said area shall extend within thirty-five (35) feet of the West property line. See Exhibit "B" attached hereto and made a part hereof for further description of the above restrictions.
4. No parking of campers, travel trailers, or other recreational or residential type vehicles shall be permitted at any time; and parking or standing of boats, trailers, trailer-mounted equipment, other non-flyable, non-driveable vehicles including, but not limited to, wrecked airplanes or automobiles, salvaged airplanes or airplane parts, cartons, boxes, or other storage facilities, shall be limited to a time period not to exceed twenty-four (24) hours.
5. Each property owner shall maintain his property in a clean and attractive condition, free of trash, seeded with grass, and appropriately mowed; and where necessary, any two (2) other property owners, at their sole discretion, may cause a non-conforming property to be cleaned and mowed and by such action establish a lien against said property equal to five (5) times the cost of said cleaning and mowing.
6. The Owners (Grantors) hereof reserve unto themselves, their heirs, and assigns, past and future, and unto any appropriate utility company, the right to encroach upon any and all property for the purpose of installing, improving, or repairing underground septic systems, water lines, telephone lines, or electric lines, with the provision, however, upon completion of such encroachment the property shall be returned as nearly as possible to its original state.

- 7. The Owners (Grantors) hereof reserve unto themselves, their heirs, and assigns, past and future, a non-exclusive easement for vehicular access and airport and taxiway purposes including all necessary and desirable appurtenances along, over, under, across, and upon the four (4) tracts of land shown as "Access Easement" on Exhibit "A"; together with the right to assign this easement for the purpose of allowing others to use said tracts.

These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them, and cannot be removed or amended until such time as one of the following occurs:

- A. The airport is no longer active and in use, at which time these covenants and restrictions shall automatically expire.
- B. The airport is altered such that the runway/taxiway adjoining the property are no longer in use or are moved or the Federal Aviation Administration alters its minimums for General Utility II classification, at which time these covenants and restrictions can be amended by a vote of sixty (60) percent of the then property owners in order to maintain conformance.

If the parties hereto, or any of them, or their heirs, grantees, successors, or assigns, shall violate or attempt to violate the covenants herein, it shall be lawful for any person, or persons, comprising at least ten (10) percent of all the owners of the property, to prosecute any proceedings at law in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or to enforce such other rights and duties, either at law or in equity for such violation as he shall possess.

Invalidation of any of these covenants by a judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust, made in good faith and for value, but title to any property subject to this declaration obtained through sale, or otherwise in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions and covenants herein.

IN TESTIMONY WHEREOF, we affix our signatures this 29th day of January, 1982.

Edna Gardner Whyte
Edna Gardner Whyte

Michael J. O'Brien
Michael J. O'Brien

John R. Everett
John R. Everett

THE STATE OF TEXAS |
COUNTY OF DENTON |

Before me, the undersigned authority, on this day personally appeared EDNA GARDNER WHYTE, MICHAEL J. O'BRIEN, and JOHN R. EVERETT known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein expressed.

GIVEN under my hand and seal of office on this 29th day of January, 1982.

Notary Public for and for STATE OF TEXAS *[Signature]*

44107-520

60' ROAD

N83°12'40"W
85°

18033
KIESTLER
1501

85°
N83°40'W

1578
PRICE
1575

85°

80° 30' ACCESS
ESM'T

8175
RUCKER
8175

85°

8175
ND*PO'E 123002

85°

8175
ACCESS
ESM'T

85°

8175
ACCESS
ESM'T

85°

1052
A-Y
1052

85°

1052
B-Y
1052

85°

8175
ACCESS
ESM'T

85°

1075
C-Y
1075

85°

1075
D-Y
1075

85°

8175
ACCESS
ESM'T

85°

10128
E-Y
10128

85°

10128
F-Y
10128

85°

785
G-Y
785

85°

585°32'W
60' ROAD

PROPOSED TAXINWAY
S0°20'W 12305

EXHIBIT "A"
Page 1 of 2

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PLAT SHOWING

SEVERAL TRACTS OF LAND
IN THE F.M. WOODWARD SUR.
A-1420, SITUATED IN DENTON
CO., TEXAS.

COMPILED FROM PREVIOUS SURVEYS
SEE ATTACHED SHEETS FOR FIELD NOTES



Scale 1" = 100'



2-19-82

Handwritten notes and signatures in the bottom right corner.



FIELD NOTES

FOR A TRACT OF LAND IN THE F. M. WOODWARD SURVEY, ABSTRACT NO. 1420,
SITUATED IN DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED
BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin in the Northerly line of a 60.0 foot wide road
easement, said point being N. 89° - 32' W. 1153.49 feet and
N. 0° - 46' E. 43.0 feet from the Southeast corner of said
Woodward Survey;

THENCE N. 0° - 20' E. 1230.02 feet to an iron pin for corner;

THENCE N. 89° - 12' - 40" W. 85.0 feet to a point for corner in the
East line of a proposed taxiway,

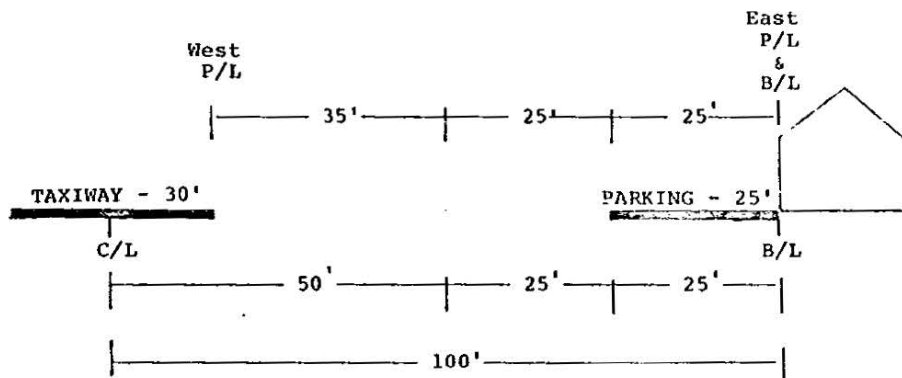
THENCE S. 0° - 20' W. 1230.5 feet along said line to a point in
same for corner;

THENCE S. 89° - 32' E. 85.0 feet to the POINT OF BEGINNING.



EXHIBIT "B"

SAFETY ZONE MINIMUMS
AS SET OUT BY THE FEDERAL AVIATION ADMINISTRATION
FOR GENERAL UTILITY II AIRPORTS



11/9/11

15212

FILED
1982 APR 15 PM 12 07
COUNTY CLERK
DENTON COUNTY
TEXAS

FILED

RETURN TO:
WARDEN, ASTON & VITZ
ATTORNEYS AT LAW
907 N. TENNESSEE ST.
MCKINNEY, TX 75069
Dec 5 63

VOL 1137 p. 937

FILED FOR RECORD 16th DAY OF April A.D. 1982, at 12:07 P.
RECORDED 19th DAY OF April A.D. 1982
MARY JO HILL, COUNTY CLERK, DENTON COUNTY, TEXAS.
BY: Bloua F. [Signature] DEPUTY.