

DEED RESTRICTIONS¹

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

That AERO VALLEY DEVELOPMENT COMPANY, being the owner of all of that property known and described as AERO VALLEY ESTATES, which is a part of the 47.503 acres of land out of the F.M. Woodward Survey, Abstract No. 1420, Denton County, Texas, and more particularly described in Exhibit "A" attached hereto and made a part hereof by reference for all purposes, does hereby restrict said property as hereinafter set out, which restrictions shall be binding upon all of the owners or purchasers of said property, or of any part of said property, his or their heirs, executors, administrators, or assigns as follows, to wit:

1. All lots within AERO VALLEY ESTATES shall be known and described as residential lots. No trade or business of any kind shall be conducted upon such lots or any part thereof. No structure shall be erected, placed, altered, used, or permitted to remain on any residential building plot other than one detached single family private dwelling, not to exceed two stories in height, one private garage, one private aircraft hangar. No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a dwelling.

2. No building, fence, or other structure shall be commenced, erected, placed, or altered on any building plot until the building plans, specifications, and plot plan showing the location of such building, fence, or other structure have been submitted to, and have been approved in writing by, a majority of the Architectural Control Committee for control of quality of workmanship and materials, harmony of external design with existing structures, location of said building, fence, or other structure with respect to topography and finish grade level elevation, and compliance with the restrictions and covenants herein contained. The Architectural Control Committee is composed of Edna Gardner Whyte, Michael J. O'Brien, John R. Everett, and four members to be elected from the property owners by a majority vote of the property owners every two years, and the members shall serve without compensation. In the event of death or resignation of any member, a replacement may be appointed by a majority of the remaining members. If said committee fails to approve or disapprove said submission within thirty (30) days, then approval will not be required and construction can begin, subject to restrictions and covenants, and provided the design and location conform to, and are in harmony with, existing structures. The Architectural Control Committee shall also act as a governing body with legal authority to make whatever rulings, or call for an election, deemed necessary to protect the best interests of the property owners.

3. Construction of new buildings only shall be permitted. It is the intent of this restriction to prohibit the moving of any existing building, mobile home, or portable building onto the property and remodeling or converting the same into a dwelling.

¹ Vol. 922, p. 478, Deed Records of Denton County, Texas, Doc #33932, January 13, 1977.

4. No building shall be located nearer than thirty-five (35) feet to the front property line, nor nearer than ten (10) feet to any interior property line, except that a building located within the back one-third of the lot depth may be within five feet of an interior property line and one foot from the back property line subject to utility easements. An exception applies to all corner lots where in no case will a building be allowed nearer than thirty-five (35) feet to the street side property line.
5. No dwelling shall be permitted on any lot having less than 1500 square feet of floor space on the ground floor in the dwelling proper, exclusive of porches, garages, and airplane shelters. The exterior construction of the main dwelling house erected on each lot shall be constructed of brick, stone, masonry, masonry veneer, stucco, or glass building materials of the kind usually used for outside wall construction and shall have a roof of either wood shingles, wood shakes, or tile, unless the prior approval for the use of other materials is received in writing by the Architectural Control Committee prior to their use in construction.
6. The airplane hangar space on each lot shall be limited to strictly private use and a minimum size of 1500 square feet. All hangars shall be incorporated into the architecture of the home, and of architectural style and planning to enhance the appearance of the neighborhood. A home may be built with the hangar as a later addition, but no hangar shall be built before the home.
7. Parking of airplanes and automobiles on public streets or taxiways is expressly prohibited.
8. Approval, in writing, of the Architectural Control Committee shall be required for any structure of more than twenty-five (25) feet in height, for any rear yard fence or wall more than six feet in height, for any fence or wall or other obstruction within the front thirty-five (35) feet, or any woven wire or steel mesh fence other than chain link.
9. No gasoline or other flammable fuel may be stored at any time.
10. No disassembling or overhaul or repair of any aircraft or other vehicle or parts of same shall be allowed on the lots. This restriction is not intended to preclude minor repairs or tune-ups; but is intended to prohibit major repairs involving disassembly of large parts which might remain for several days in unenclosed spaces, such as drives or plane ports. No repairs of any kind shall be performed commercially.
11. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood! Dogs, cats, and other domestic type animals may be kept on the lot, but shall be limited so that they do not create offensive odors, undue noise, or other type nuisance to adjoining lots, and in no event shall any commercial operations concerning such animals be allowed on any such lot. In no event may pigs or swine be kept or maintained on any such lot.
12. No purchaser shall use as a dumping ground any lot, public road, or easement. Trash, garbage, and other waste shall be kept in a sanitary container and all such containers, incinerators, and other equipment shall be kept in a clean and sanitary condition. Each

property owner shall maintain his property in a clean, attractive condition, and, where necessary, appropriate action may be taken by the Architectural Control Committee with fines or assessments levied against the property owner.

13. All brush, trash, or other outside fires are expressly prohibited.
14. All sewage shall be disposed of by water carriage to a sanitary septic tank and underground disposal system constructed within the guidelines of all government agencies. All outside toilets or privys or other type pit toilets are expressly prohibited.
15. The erection of signs is expressly prohibited. Nothing in this restriction shall be construed to prevent small, neatly painted, directional, information, or "for sale" signs, and same shall apply to the developer during the time of the original sale of said property.
16. No lot in AERO VALLEY ESTATES shall be subdivided unless prior approval is obtained in writing from the Architectural Control Committee, and no lot can be resold until the sales contract is offered first to the Architectural Control Committee with a right of purchase for the same price as offered on the contract.
17. The developer of AERO VALLEY ESTATES reserves the right to encroach upon the boundary lines of any and all lots for the purpose of laying and maintaining water, sewage, and other utility lines as deemed necessary and expedient.

These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from date hereof, after which said time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then record owners of the lots has been recorded, agreeing to change the covenants in whole or in part. However, 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 percent (10%) 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 obtained through sale, or otherwise, in satisfaction of any mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions and covenants herein.

IN TESTIMONY WHEREOF, I affix my signature this 13th day of January, 1977.

AERO VALLEY DEVELOPMENT COMPANY

Edna Gardner Whyte

NOTE: The signed and notarized originals can be found in Volume 922, Page 478 of the Deed Records of Denton County, Texas. This document has been copied and reformatted into 8.5" x 11" size for convenience only.