

VOL. 1208 PAGE 944  
DEED RESTRICTIONS

FILED 13347

1983 APR 18 AM 10:57

MARY JO HILL  
COUNTY CLERK DENTON CO. TEX  
BY E. H. DEPUTY

THE STATE OF TEXAS § DEED RECORDS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON §

13347

That HYDE-WAY, INC., being owner of all property, as of Aug. 10, 1982, as described in Exhibit A, (attached) of the F.M. 1420 Survey, Abstract No. 1420, Denton County, Texas, hereby restricts said property, in which restrictions shall be binding upon all of the owners or purchasers of said property, or any part thereof, his or their assigns, executors, administrators, or assigns, as follows, to-wit:

1. Any repairs, assembly, or disassembly must be performed within the hanger and at no time may parts, or tools, be stored outside of the enclosed area.
2. At no time shall planes, automobiles, or other vehicles be left unattended in the ramp or taxiway area.
3. No noxious or offensive activities shall be carried on within or on the property, nor shall anything be done therein which may reasonably be or become an annoyance or nuisance to other property owners.
4. No owner 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 HYDE-WAY, INC. with fines or assessments levied against the property owner.
5. All brush, trash, or other outside fires are expressly prohibited.
6. All sewage shall be disposed of by water carriage to a sanitary septic tank and underground disposal systems constructed within the guidelines of all governmental agencies. All outside toilets or other privies or other type of pit toilets are expressly prohibited.
7. The sellers, grantors hereof, reserve the right to enter upon the boundary lines of any and all property, for the purpose of laying and maintaining water, sewage, and other utility lines as deemed necessary and expedient.

8. At no time shall gasoline, oil, paint or other highly flammable products or toxics be stored within or on the property.

9. The erection of signs is expressly prohibited. Nothing in this restriction shall be construed to prevent neatly painted directional, informational, or "for sale" signs, and the same shall apply to the developer during the time of the original sale of said property.

10. Improvements in, and upgrading of, the property is encouraged, but no improvements or alterations shall be commenced until the plans and specifications have been submitted to and been approved in writing by HYDE-WAY, INC., for control of quality of workmanship and materials, harmony of external design with existing structures, and compliance with the restrictions and covenants herein contained. Hyde-Way Inc. will not unreasonably withhold consent.

11. Drilling of wells--water, oil or gas--is expressly prohibited.

12. Erection of towers ( radio antennas, etc.) is prohibited.

13. Trimming of grass is encouraged and the grantor reserves the right to trim grass, mow grass, etc., in the event of the purchaser's or owner's failure to do so in which case all purchasers agree to reimburse the grantor for same.

14. All airplane hangars are non-residential; i.e. residential uses are expressly prohibited. Operations including parachuting, ultra-light aircraft operations, gliders, sailplanes and agricultural application businesses, banner towing, balloon operations of airships are prohibited without the express written consent of the grantor or his successors.

15. Any variance or deviance of the above described restrictions without the express written consent of HYDE-WAY, INC. is expressly prohibited.

16. Premises are restricted to commercial, sales, warehouse and aviation oriented activities only.

An annual runway/taxiway license fee, in an amount of <sup>10</sup> cents per building square foot or two and one-half cents (\$0.2 1/2) per square foot of undeveloped lots shall be paid by each property owner with access to runways & taxiways to provide for proper maintenance of common areas, including, but not limited to runway, runway areas, facilities, buildings and taxiways which are used by licensee. Said funds shall be deposited into an interest bearing account bearing the name of Aero Valley Airport Fund at an insured institution approved by Licensee and Licensor. HYDE-WAY, INC., reserves the right to manage, control and dispose of said funds as deemed necessary from time to time for the above described uses and by so doing is held accountable for such

escrowed funds. Licensor agrees to provide Licensee a full and complete accounting at all reasonable times upon written request and to permit Licensee to make photo copies and abstracts thereof. It is understood that this fund will not escalate due to inflation, in excess of 10% annually.

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 99 years from date hereof, after which said time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then property owners of record and same shall be promptly recorded, agreeing to change the covenants in whole or 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 HYDE-WAY, INC., to prosecute any proceedings at law or in equity against the person(s) violating or attempting to violate any such covenant and either prevent him/them from so doing or to recover damages or enforce such other rights and remedies, either at law or in equity for such violation as he shall possess. Invalidation of any of these covenant(s) by judgement or court order shall in no way effect 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 restriction(s) and covenant(s) herein.

In testimony whereof, affixed signatures this 18 day of April, 1983.

HYDE-WAY, INC.  
By: Glen Hyde  
Glen Hyde, President

THE STATE OF TEXAS §  
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared GLEN HYDE, President of the HYDE-WAY, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of April, 1983.

Joann Garback  
Notary Public in and for  
Denton County, Texas



ADDENDUM TO DEED RESTRICTIONS

RUNWAY AND TAXIWAY LICENSE

STATE OF TEXAS        §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON     §

THAT HYDE-WAY, INC., herein referred to as Licensor, for and in consideration of the initial annual payment of \$ \_\_\_\_\_ the receipt of which is hereby acknowledged and in further consideration of the covenants set out herein below, does hereby grant, bargain and sell to \_\_\_\_\_ herein referred to as Licensee a non-exclusive License to use the common taxiways and runways as shown in red on the attached plat marked Exhibit "A" of Aero-Valley Airport in Denton County, Texas, for the sole purpose of landing, taking off and taxiing of aircraft under the control of Licensee, his guests, customers, agents or employees. It is the intention of this License to grant Licensee access for his aircraft to and from Licensee's hanger and the Aero-Valley Airport runway together with the non-exclusive right to use said runway for landing or departing in an aircraft.

This License shall be irrevocable for a period of ninety-nine (99) years provided the annual payments as set out herein below are timely paid.

Licensee agrees that annually, on or before the anniversary date of this instrument, it will pay to Licensor, his heirs or assigns, a yearly charge. The amount of said yearly charge will be an amount equal to the initial annual payment as set out in the first paragraph of this agreement, multiplied by a fraction, the numerator of which shall be the most recently published annual consumer price index taken from the Federal Reserve Bulletin as of the anniversary date of this agreement for the year which payment being computed is due and the denominator shall be the consumer price index for the year in which this instrument was originally executed, not to exceed 10% annually.

It is understood by Licensee that it's failure to timely make it's annual payment shall terminate all rights granted by this License. However, Licensee may reinstate and regain such rights by paying all past due annual payments plus ten per cent annual simple interest on such sums for the time they are past due.

Licensor agrees that all sums of money received by it from property owners for licenses similar to this for Aero-Valley Airport shall be used exclusively for the maintenance, repair,

construction and reconstruction of airport facilities at Aero-Valley Airport which benefit Licensee, and shall include a reasonable payment to Licensor for his necessary service and time. Licensor will provide Licensee with a annual accounting of funds expended. However, nothing herein shall ever be construed as requiring Licensor to expend funds not collected from license agreements such as this for any such repairs, maintenance, construction or reconstruction of any airport facility.

Licensee agrees that it will at no time use any area except his own property for the parking of aircraft or motor vehicles except in areas specifically designated for such purposes.

The rights granted herein may be assigned only to subsequent purchaser's of Licensee's property located on Aero-Valley Airport.

Licensee shall have the option at the end of the ninety-nine year term of this License to extend this License for another ninety-nine year term under the same terms and conditions and for annual payments computed in the same manner as for the original ninety-nine year term. Licensee may execute this option by notifying Licensor, his heirs or assigns, in writing 180 days in advance of the option day by registered letter addressed to Licensor, his heirs or assigns.

WITNESS the execution hereof, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

HYDE-WAY, INC., Licensor

By: \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Licensee

CITY OF NORTHLAKE, TEXAS

ORDINANCE NO. 47

AN ORDINANCE DISCONTINUING A 119.561 ACRE TRACT OF LAND AS A PART OF THE CITY OF NORTHLAKE; AND SUSPENDING THE RULE REQUIRING THE READING OF AN ORDINANCE ON THREE SEPARATE DAYS.

WHEREAS, there exists a 119.561 acre tract of land out of the R. M. Woodward Survey, Abstract 1420, the R. M. Terrill Survey, Abstract 1650, and the John White Survey, Abstract 1397, Denton County, Texas, said tract being more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the said 119.561 acre tract is contiguous to and adjoins the line of this city and is uninhabited; Now, therefore,

Be it ordained by the City Council of the City of Northlake, Texas:

SECTION 1. That the 119.561 acre tract described by metes and bounds on the attached "Exhibit A" is hereby discontinued as a part of the city of Northlake, Texas in accordance with and by the authority of Article 973 of Vernons Texas Civil Statues.

SECTION 2. The ordinance rule requiring the reading of an ordinance on three separate days be and the same is hereby suspended and this article shall become effective from and after the entry of an order by the Mayor in the minutes of the City Council discontinuing said tract as a part of the City of Northlake, Texas.

PASSED: 1-10-83

APPROVED:

*W. J. Garbrough*  
MAYOR

ATTEST:

*Freda S. Markham*  
CITY CLERK

FIELD NOTES TO 119.561 ACRES IN THE R. M. WOODWARD SURVEY ABSTRACT 1420. R. W. TERRILL SURVEY ABSTRACT 1650, AND JOHN WHITE SURVEY ABSTRACT 1397, DENTON COUNTY, TEXAS.

All that certain tract or parcel of land situated in the R. M. Woodward Survey, Abstract 1420. R. W. Terrill Survey, Abstract 1650, and the John White Survey, Abstract 1397, Denton County, Texas, and being the same 119.9644 acre tract described in a deed from Dallas International Bank to Charles S. McKamy on March 11, 1976, recorded in Volume 781, Page 122, Deed Records of Denton County, and being more fully described as follows:

BEGINNING at a right-of-way post near a fence corner at the North Northeast corner of said 119.9644 acre tract on the Easterly right-of-way of Interstate Highway 35-W and on the East boundary line of said J. White Survey which is a West boundary line of said Woodward Survey;

THENCE S. 0° 42' 42" E. along and near said fence pass the Southeast corner of said White Survey which is an inner ell corner of said Woodward Survey and continuing a total distance of 1356.03 feet to a fence corner;

THENCE S. 89° 48' 06" E. along and near said fence a distance of 3779.55 feet to a fence corner on the West line of a public road at the East Northeast corner of said 119.9644 acre tract;

THENCE S. 0° 08' 15" W. with the West line of said public road along and near said fence a distance of 1097.09 feet to a fence corner angle at a turn in said road;

THENCE S. 66° 02' 29" W. with said fence a distance of 62.53 feet to a fence corner angle;

THENCE S. 89° 56' 42" W. with the North boundary line of said public road along and near said fence a distance of 1118.48 feet to a fence corner at a bend in said road;

THENCE S. 41° 24' 23" W. with said fence a distance of 34.33 feet to a fence corner on the South boundary line of said Woodward Survey and the most Southerly Southeast corner of said 119.9644 acre tract;

THENCE N. 39° 38' 45" W. with the South boundary line of said Woodward Survey along and near said fence a distance of 2586.80 feet to a fence corner;

THENCE N. 0° 01' 19" E. along and near said fence a distance of 737.83 feet to a fence corner;

THENCE N. 89° 30' 28" W. along and near said fence pass the most Westerly line of said Woodward Survey which is the East boundary line of said Terrill Survey a total distance of 891.10 feet to a fence corner on the Easterly right-of-way of Interstate Highway 35-W;

THENCE N. 23° 53' 30" E. with said Interstate Highway 35-W right-of-way along and near a fence pass the East boundary line of said Terrill Survey and the most Westerly boundary line of said Woodward Survey and continuing pass a North boundary line of said Woodward Survey which is the South boundary line of said J. White Survey, a total distance of 1919.02 feet to a right-of-way post at a fence corner;

THENCE N. 88° 46' 21" E. with said right-of-way along and near said fence a distance of 104.93 feet to the place of beginning, containing in all 119.561 acres of land.

*Allen Hyde*  
P.O. Box 456  
Justin, Texas 76247

EXHIBIT "A"

FILED FOR RECORD 18th DAY OF April A.D. 1983, at 10:57 A.M.  
RECORDED 19th DAY OF April A.D. 1983.  
MARY JO HILL, COUNTY CLERK, DENTON COUNTY, TEXAS.  
BY: David Mayo DEPUTY.