

**DECLARATION BY THE GOVERNING AUTHORITY OF
AERO VALLEY AIRPORT**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON,
YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING
INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN
THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS
LICENSE NUMBER.**

I. RECITALS

1. WHEREAS, between 1969 and 1970 Edna Gardner Whyte established Aero Valley Airport under a general development plan initially consisting of two tracts of land totaling 34.00 acres¹ (**Exhibit “A”**). From the first 24.216-acre tract Whyte built a 2247-foot runway and operated a flight school from the northwest portion of that tract; from the northern part of the second 9.784-acre tract Whyte built four rows of T-hangars whose northern boundary abuts the northwest portion of the 24.216-acre tract, leaving room for further hangar development south of the T-hangars; and
2. WHEREAS, in 1976 Whyte continued airport development after acquiring a 47.503-acre tract that extended airport boundaries to the northeast (**Exhibit “B”**); and
3. WHEREAS, in 1977 Whyte formed Aero Valley Development Company (“AVDCO”) with two partners—John R. Everett and Michael J. O’Brien—to assist with and ensure the orderly execution of her development plan; and
4. WHEREAS, on January 13, 1977, AVDCO executed a declaration that created an Architectural Control Committee (“ACC”) consisting of Whyte, Everett, and O’Brien as the founding members that, in addition to its duties to enforce design and construction standards, the ACC “shall also act as a governing body with legal authority to make whatever rulings, or hold an election, deemed necessary to protect the best interests of the property owners”;² and
5. WHEREAS, the January 13, 1977 declaration includes restrictions for residential homes with single private hangars for the 18 lots in Aero Valley Estates (**Exhibit “D”**);³ and
6. WHEREAS, in 1977 Whyte began extending the runway north 1273 feet into the 47.503-acre tract and moving the taxiway to the east side of the runway, which extension consists of 5.7 acres; and
7. WHEREAS, on November 9, 1977, Bob Cole acquired a 6.784-acre tract adjoining the runway’s southwest side after Whyte agreed to include this tract in her general airport development plan⁴; and

¹ 591/202 (24.216 acres); 598/353 (9.784 acres).

² 922/478, ¶ 2.

³ 922/478 (corrected to include Exhibit “A” at 1016/136, a 12.645-acre tract within the 47.503-acre tract).

⁴ 862/938.

**DECLARATION BY THE GOVERNING AUTHORITY OF
AERO VALLEY AIRPORT**

8. WHEREAS, on November 9, 1977 and recorded consecutively with Cole's warranty deed, Whyte granted an easement for runway access and use appurtenant to the entire 6.784-acre tract,⁵ the south 3.784 acres of which Cole conveyed to Ted Fischer under the condition that Cole and Fischer would build hangars and use their properties for airport-related purposes;⁶ and

9. WHEREAS, in January 1978 Whyte began selling lots in Aero Valley Estates with the deed to each lot containing a non-exclusive easement to access and use three easement tracts consisting of (1) the north runway-parallel taxiway extension, (2) the south runway-parallel taxiway, and (3) Kelly Drive, a private road/taxiway that allows vehicular access from Cleveland-Gibbs Road east along the north airport boundary, crossing the north parallel taxiway, then proceeds south through Aero Valley Estates, then west to intersect the parallel taxiway along the south border of the 47.5-acre tract, and also serves as a taxiway to access the runway; and

10. WHEREAS, these non-exclusive appurtenant easements allow vehicular access for airport and taxiway purposes only;⁷ and

11. WHEREAS, in March 1978, Whyte sold a 1/3 undivided interest in the 47.503-acre tract to each AVDCO partner;⁸ and

12. WHEREAS, each AVDCO partner acquired independent ownership of various tracts within the 47.5-acre tract to build hangars and sell them independently to recover their investment costs while Whyte retained ownership of her original 34.00 acres; and

13. WHEREAS, on August 29, 1978, Everett and O'Brien conveyed the north runway-parallel taxiway extension consisting of 5.7 acres back to Whyte and reserved "a non-exclusive easement for an airport runway and taxiway and all necessary or desirable appurtenances for the operation of same along, over, across, under and upon the above described tract"⁹; and

14. WHEREAS, Whyte reciprocated the same day by granting Everett and O'Brien an easement in the southern two-thirds of the runway-parallel taxiway tract consisting of 10.06 acres using identical "and all necessary or desirable appurtenances for the operation of same" language, and included the right to assign the easement to others¹⁰; and

15. WHEREAS, in 1978 AVDCO recorded a plat of the north and south runway-east taxiway tracts as easements appurtenant to all properties contemplated by Whyte and AVDCO to be

⁵ 862/941.

⁶ On June 25, 1982, Whyte regranted and recorded the same easement to Cole and Fischer to give their properties the right to access and use the entire runway after it had been extended. 1150/268.

⁷ E.g., 1002/633.

⁸ 888/301.

⁹ 1179/749.

¹⁰ 909/585.

**DECLARATION BY THE GOVERNING AUTHORITY OF
AERO VALLEY AIRPORT**

included within airport boundaries; the runway-taxiway area now consisting of 15.76 acres with approximate dimensions of 3520 feet by 195 feet (**Exhibit “C”**)¹¹; and

16. WHEREAS, in 1979 AVDCO finalized a development plan for all lots remaining to be developed, and, on December 11, 1979, executed two declarations for box hangars and T-hangars that further describe the ACC’s purpose “to carry out a general plan for the protection, use, and convenience of all property owners” and every property owner has an obligation to pay a fee set by majority vote of the ACC “to provide for proper maintenance of common areas, including, but not limited to, buildings and taxiways”;¹² and

17. WHEREAS, AVDCO re-executed and re-recorded these same restrictions from time to time as lots were sold;¹³ in some cases, the restrictions were included with the deed conveyed;¹⁴ and

18. WHEREAS, by 1982 Whyte and AVDCO had identified all properties within airport boundaries; these properties are all similarly situated for airport development, they are all part of the same general development plan, and they define the scope of all runway access and use easements granted (**Exhibit “E”**); and

19. WHEREAS, the runway access and use easements Whyte and her partners granted to properties adjacent to the southwest side of the runway owned and developed by Cole, Fischer, Miller, and Waldrop are limited to permitting aircraft to travel to and from the runway and airport facilities¹⁵ (**Exhibit “E”**); these easements transferred a sufficient interest in the land (an easement for runway access and use of all airport facilities) to extend the ACC’s authority to these tracts to protect the rights and enforce the duties associated with the easements; and

20. WHEREAS, Edna Whyte sold tracts out of her original 34.00 acres (the tracts she had retained after restricting other tracts) subject to AVDCO’s restrictions and easements, whether granted or reserved or recorded or unrecorded; and

21. WHEREAS, Edna Whyte and her co-developers/runway access and use easement grantees¹⁶ were common grantors who developed tracts of land for sale in lots to inaugurate a general development plan for their benefit and the benefit of purchasers of the various lots, and

¹¹ 909/651, 654-655.

¹² 1002/363 (T-hangars); and 1025/830 (box hangars). T-hangars have two additional restrictions. One prohibits the storage of flammable liquids and the other prohibits signage other than informational or “for rent”-type signs. All other restrictions are identical.

¹³ E.g., 1070/529 (box hangars); 1112/465 (box hangars); and 1142/467 (box hangars).

¹⁴ E.g., 1206/218 at 223-225 (residential-single private hangar).

¹⁵ 1150/268.

¹⁶ Bob Cole restricted Southwest Development Phase I using substantially the same language Hyde used in the Northwest Development restrictions. Thain Bandt similarly restricted 1.437 acres in the northern part of Fischer’s 3.784-acre tract (2854/661). Both included Hyde’s runway access license agreement in their restrictions in contradiction to the pre-existing easement granted by Whyte.

**DECLARATION BY THE GOVERNING AUTHORITY OF
AERO VALLEY AIRPORT**

by numerous conveyances they inserted in the deeds substantially uniform restrictions against the use of the property; and

22. WHEREAS, on February 22, 1980, HYDE-WAY, INC. acquired three tracts of land from AVDCO¹⁷, two of which were part of an 8.598-acre tract planned for T-hangars with T-hangar restrictions imposed upon them, and with AVDCO's standard easement for runway access and use;¹⁸ and

23. WHEREAS, Hyde later acquired more airport property subject to AVDCO's restrictions and easements;¹⁹ and

24. WHEREAS, Brown, Hyde, Varner, Cole, Fischer, Miller and all other purchasers of property retained by Whyte or sold by her or Aero Valley Development Company had actual and constructive notice of the AVDCO restrictions; and

25. WHEREAS, Edna Whyte conveyed two tracts of land totaling 1.096 acres to John and Carolyn Brown²⁰ and three tracts of land totaling 1.42 acres to Hyde-Way, Inc.²¹, all five tracts out of her 9.784-acre retained tract; and

26. WHEREAS, in April 1980, Edna Whyte conveyed to Gene Varner the north runway-taxiway tract (5.7 acres) and the south runway-taxiway and ramp area tracts (10.06 acres and 3.96 acres respectively),²² the latter two tracts out of Whyte's 24.216-acre tract; and

27. WHEREAS, Whyte reserved from this conveyance (1) a strip of land adjoining the east side of the original runway consisting of 8.38 acres with approximate dimensions of 162.5 feet wide and 2247.65 feet long and (2) an easement for access and use of the runway-east taxiway and ramp area using the same "and all necessary or desirable appurtenances for the operation of same" language, including the right to assign the easement to others; subject to all easements and restrictions whether recorded or unrecorded; and

28. WHEREAS, in June 1982, Gene Varner granted runway access and use easements to John and Carolyn Brown²³ and Hyde-Way, Inc.²⁴ appurtenant to the tracts they each had acquired from Whyte from within her 9.784-acre tract; the terms of which require use consistent with airport purposes; and

¹⁷ 1002/633 and 1002/641, both recorded February 22, 1980 at 3:42 pm.

¹⁸ 1002/363, recorded February 22, 1980 at 10:42 am.

¹⁹ E.g., 1022/644.

²⁰ 932/829; 1143/748.

²¹ 1143/723.

²² 1014/46.

²³ 1145/812.

²⁴ 1144/179.

**DECLARATION BY THE GOVERNING AUTHORITY OF
AERO VALLEY AIRPORT**

29. WHEREAS, Varner’s acquisition of the runway-taxiway-ramp area tracts—all servient estates burdened by numerous non-exclusive easements and deed restrictions—had no effect on the ACC’s duty to govern the airport or the rights and duties of the easement holders; and

30. WHEREAS, Hyde-Way, Inc.’s assumption of Varner’s warranty deed and deed of trust to Whyte to the runway-taxiway-ramp area tracts expressly subject to all easements and restrictions²⁵ also had no effect on the ACC’s duty to govern the airport or the rights and duties of the easement holders; and

31. WHEREAS, on August 7, 1985, Bob Cole, Don Hawkins, and Dean Henry incorporated the Aero Valley Property Owners Association (“POA”),²⁶ a non-profit corporation, formed in part “to promote and encourage the use, operation and maintenance” of the airport “for the benefit [of] the geographic area served by the Airport, as established by the Board of Directors, and for the benefit of users of the airport, including the flying public, as deemed appropriate by the Board”; and

32. WHEREAS, the POA’s initial Board of Directors, in addition to those named above, were Thaine Bandt, Gary Laughlin, William Rucker, and Zena Rucker; these board members owned property within Whyte’s 24.216- and 47.503-acre tracts (box hangar tracts, T-hangar tracts, and a residential lot in Aero Valley Estates), and in Cole’s and Fischer’s 6.784-acre tract adjoining the runway’s southwest side; and

33. WHEREAS, voting members of the POA include “only those persons who own property within the confines of [the airport], as may be determined by the Board of Directors”; and

34. WHEREAS, in 1992 HYDE-WAY, INC. conveyed the runway-taxiway-ramp area tracts and several other tracts to Texas Air Classics, Inc., another Hyde entity formed as a 26 U.S.C. §501(c)(3) non-profit corporation, and imposed covenants, conditions, and restrictions on these servient estates that Hyde had no authority to impose, such as renaming the airport Northwest Regional Airport and declaring the runway, parallel taxiway, ramp area, and certain other undeveloped airport properties as public access airport property,²⁷ among others, without the consent of the Property Owners and without following either the AVDCO or Hyde-Way, Inc. amendment procedures²⁸; these restrictions do not appear in the chain of title to any property but Hyde entities, Property Owners had no notice of these restrictions and no opportunity to object; which restrictions were void from inception; and

35. WHEREAS, HYDE-WAY, INC. attempted to impose and enforce deed restrictions and runway access licenses on numerous tracts already restricted under the AVDCO deed restrictions

²⁵ 1174/615.

²⁶ Amended in 1990 due to Hyde’s influence to change the corporation’s name to the Northwest Regional Airport Property Owners Association.

²⁷ Many of these properties have never been developed and most are platted as private hangar lots. Thus, they are not now and never have been suitable for appraisal as public access airport property. Falsely asserting public access airport property appraisal status has deprived Denton County of property tax revenues for over 27 years.

²⁸ 1212/542; 3415/321; 3415/353; Doc #96-R0091540, Doc #2008-137796, and Doc. #2009-29338

**DECLARATION BY THE GOVERNING AUTHORITY OF
AERO VALLEY AIRPORT**

and with pre-existing runway access and use easements,²⁹ which restrictions and licenses were also void from inception; and

36. WHEREAS, on April 16, 2016, members of the POA amended their articles of incorporation to include the following purposes: “To govern and manage Northwest Regional Airport³⁰ for the benefit of all properties within airport boundaries under the authority of (a) the Integrated Deed Restrictions and (b) the Association’s amended Bylaws that transfer the rights, duties, and governing authority of the original Architectural Control Committee (established by the original Deed Restrictions of Aero Valley Development Company) ... to the Association’s Board of Directors”; and

37. WHEREAS, in the case of *Hyde v. Nw. Reg'l Airport Prop. Owners Ass'n*, No. 02-17-00385-CV, 2018 Tex. App. LEXIS 10668 (Tex. App.—Fort Worth Dec. 20, 2018), the Fort Worth Court of Appeals invalidated the Integrated Deed Restrictions (“IDRs”) recorded at Document 2016-55259 in the Real Property Records of Denton County, Texas; thus, returning airport properties to the deed restrictions validly applied to them before the IDRs were recorded; and

38. WHEREAS, in May 2019 the POA’s board of directors solicited candidates for the ACC, and, in an uncontested election, the property owners filled all seven seats of the ACC with the POA’s then current board of directors; and

39. WHEREAS, the current members of the ACC (1) confirm the delegation of the ACC’s governing authority to the POA’s board of directors, and (2) consolidate without amendment all amendable AVDCO restrictions into one document for the benefit and convenience of all property owners.

40. NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the current members of the ACC—Mitchell R. Whatley, Stephen R. Whatley, Doug Reeves, Larry Martin, Carey Sharp, Gary Platner, and Eric Branyan—hereby confirm the delegation of the ACC’s governing authority to the POA’s board of directors and recite for convenience the AVDCO deed restrictions as follows:

²⁹ E.g., 1207/277, 1274/830, Doc # 2005-72286. Any Hyde restrictions, including the Runway and Taxiway License addendum, imposed outside the Northwest Development are void.

³⁰ The Board had not yet learned that the property owner purporting to rename the airport had no such authority. Thus, the attempt to change the airport’s name was ineffective and its name remains Aero Valley Airport.

**DECLARATION BY THE GOVERNING AUTHORITY OF
AERO VALLEY AIRPORT**

II. DECLARANTS & DECLARATION

1. That EDNA GARDNER WHYTE founded Aero Valley Airport after acquiring 34.00 acres of land out of the G. Ramsdale Survey, Abstract No. 1128 as shown in **Exhibit “A”**; and we, EDNA GARDNER WHYTE, MICHAEL J. O’BRIEN, AND JOHN RICHARD EVERETT, the partners of Aero Valley Development Company and being the owners of 47.503 acres of land out of the F.M. Woodward Survey, Abstract No. 1420, Denton County, Texas as shown in **Exhibit “B”**; hereby restrict portions of these properties as hereinafter set out, which restrictions shall be binding upon all of the owners or purchasers of these properties, or any part thereof, his or their heirs, executors, administrators, or assigns as follows:³¹

III. AIRPORT GOVERNANCE

2. To carry out a general plan for the protection, use, and convenience of all property owners, property owners shall form an Architectural Control Committee (“ACC”). The ACC shall be comprised of Edna Gardner Whyte, Michael J. O'Brien, John Richard 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.

3. The ACC 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.

IV. ASSESSMENTS

4. A monthly fee, in an amount set by majority vote of the ACC, shall be paid by each property owner to provide for proper maintenance of common areas, including, but not limited to, buildings and taxiways. Said funds shall be deposited into an interest-bearing account at an approved and insured institution and may be withdrawn by majority vote of the ACC.

V. IMPROVEMENTS

5. Improvements in, and upgrading of, the property is encouraged, but no improvement or alteration shall be commenced until the plans and specifications have been submitted to, and have been approved in writing by, a majority of the ACC for control of quality of workmanship and materials, harmony of external design with existing structures, and compliance with the restrictions and covenants herein contained. If the ACC fails to approve or disapprove any 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.

³¹ This document restates the provisions of the deed restrictions but does not change any effective dates, which dates, deadlines, and terms thereto shall be effective as of the date of the original document.

**DECLARATION BY THE GOVERNING AUTHORITY OF
AERO VALLEY AIRPORT**

VI. DURATION, AMENDMENT, & ENFORCEMENT

6. These covenants and restrictions shall 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 time these 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 property has been recorded, agreeing to change the covenants in whole or in part.³² 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.

**VII. RESTRICTIONS ON RESIDENTIAL HOMES WITH SINGLE PRIVATE
HANGARS IN AERO VALLEY ESTATES**

7. All lots within AERO VALLEY ESTATES (**Exhibit “D”**) 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.

8. 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.

9. 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.

10. 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

³² With no amendment window specified, Texas courts interpret this language to mean the restrictions can be amended at any time by a majority of then record owners of the property. Because of the historical preference to limit land use restrictions, the 30-year initial term originally identified the period before the restrictions expired. Property owners had to take affirmative action to amend or extend them. This led to undesired results. To avoid automatic termination, the 30-year term in this case and many others merely marks the beginning of 10-year automatic extensions; it is unrelated to amendment.

**DECLARATION BY THE GOVERNING AUTHORITY OF
AERO VALLEY AIRPORT**

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.

11. 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.

12. The airplane hangar space on each lot shall be limited to strictly private use and a minimum size of 1500 square feet. All hangers 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.

13. Parking of airplanes and automobiles on public streets or taxiways is expressly prohibited.

14. 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.

15. No gasoline or other flammable fuel may be stored at any time.

16. 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.

17. 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.

18. 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

**DECLARATION BY THE GOVERNING AUTHORITY OF
AERO VALLEY AIRPORT**

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.

19. All brush, trash, or other outside fires are expressly prohibited.
20. 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.
21. 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.
22. 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.
23. 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.

**VIII. RESTRICTIONS ON ALL AIRPORT PROPERTIES PREVIOUSLY OWNED BY
WHYTE OUTSIDE AERO VALLEY ESTATES AS OF 1982³³**

24. Any repairs, assembly, or disassembly must be performed within the hangar and at no time may parts, or tools be stored outside of the enclosed area.
25. At no time shall planes, automobiles, or other vehicles be left unattended in the taxiway area.
26. 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 other property owners.
27. 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 the Architectural Control Committee with fines or assessments levied against the property owner.

³³ AVDCO did not contemplate including any more properties within airport boundaries. Hyde-Way, Inc. acquired the Northwest Development in 1983 and recorded separate deed restrictions on these tracts.

**DECLARATION BY THE GOVERNING AUTHORITY OF
AERO VALLEY AIRPORT**

28. All brush, trash, or other outside fires are expressly prohibited.
29. 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.
30. The Sellers, Grantors hereof, reserve 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.

IX. ADDITIONAL RESTRICTIONS ON T-HANGARS

31. At no time shall fuel, oil, paint, or other highly flammable products be stored within the property.
32. 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.

X. SAVINGS CLAUSE & LIEN PRESERVATION

33. 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.
34. 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.

**DECLARATION BY THE GOVERNING AUTHORITY OF
AERO VALLEY AIRPORT**

35. We, Mitchell R. Whatley, Stephen R. Whatley, Doug Reeves, Larry Martin, Carey Sharp, Gary Platner, and Eric Branyan, the duly elected members of the ACC and current members of POA's board of directors, solemnly affirm that this document consolidates and accurately reflects the scope and purpose of the amendable Aero Valley Development Company deed restrictions under Texas law and has been approved by the POA's legal counsel.

Mitchell R. Whatley, JD, President

Stephen R. Whatley, Vice President

Carey Sharp, Member

Doug Reeves, Secretary

Gary Platner, Member

Larry Martin, CPA, Treasurer

Eric Branyan, Member

I, a Notary Public in and for the State of Texas, do hereby certify that

whose signatures are affixed to the foregoing instrument, have acknowledged the same before me. WITNESS my hand notarial seal, this ____ day of _____, 2019.

NOTARY PUBLIC

EXHIBIT "A"

TRACT 1 (24.216 acres)

Vol. 591, page 202

BEING a 24.216 acre tract of land out of the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, part of a certain tract conveyed by Hershel C. Strader, et al to Priddy and Holder, recorded in Volume 567, Page 618, Deed Records of Denton County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING on the North line of said Ramsdale Survey in a Public Road at a point North $89^{\circ}21'$ East 869.4 feet from the Northwest corner of said Ramsdale Survey, which is the North-Northwest corner of said tract;

THENCE North $89^{\circ} 21'$ East with the North line of said survey 800.0 feet to the Northeast corner of said tract;

THENCE South $0^{\circ} 32'$ East with a fence on the East line of said tract 2247.2 feet to a fence corner at the East-Southeast corner of said tract;

THENCE South $89^{\circ} 21'$ West with a South line of said tract along and near a fence 400.0 feet to a steel pin;

THENCE North $0^{\circ} 32'$ West 1857.2 feet to a steel pin;

THENCE South $89^{\circ} 21'$ West 400.0 feet to a steel pin;

THENCE North $0^{\circ} 32'$ West 390.0 feet to the PLACE OF BEGINNING, containing in all 24.216 acres of land, more or less.

EXHIBIT "A"

**Whyte's First Tract
24.216 acres**



EXHIBIT "A"

TRACT 2 (9.784 acres)

Vol. 598, page 353

BEING a tract of land out of the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set North 89° 21' East 839.4 feet from the Northwest corner of said Ramsdale Survey;

THENCE South 0° 32' East 1083.24 feet to an iron pin;

THENCE North 89° 21' East 330.0 feet to an iron pin;

THENCE South 0° 32' East 1163.96 feet to an iron pin;

THENCE North 89° 21' East 100 feet to an iron pin set in the most Southerly Southwest corner of a 24.216-acre tract previously conveyed to Edna Gardner Whyte;

THENCE North 0° 32' West with the West line of said 24.216-acre tract 1857.20 feet to an iron pin set for a corner;

THENCE South 89° 21' West with the most Northerly South line of said 24.216-acre tract, 400 feet to an iron pin;

THENCE North 0° 32' West with the West line of said 24.216-acre tract 390 feet to a point, said point also being the Northwest corner of said 24.216-acre tract;

THENCE South 89° 21' West 30 feet to the PLACE OF BEGINNING and containing 9.784 acres of land, more or less.

EXHIBIT "A"

**Whyte's Second Tract
9.784 acres**



EXHIBIT "B"

TRACT 3

All that certain tract of land situated in Denton County, Texas, and being a part of a certain 292.75-acre tract of land lying East of Interstate Highway 35W, as conveyed by Special Warranty Deed dated July 29, 1976 from Betty J. Murray, Independent Executrix of the Estate of Harlan E. Murray in his capacity as Trustee, to Majors & Majors, Trustee as shown of record in Volume 799, Page 131 of the Deed Records of Denton County, Texas; being out of the F.M. Woodward Survey, Abstract No. 1420, and being more particularly described as follows:

BEGINNING at the most Eastern Northeast corner of the above mentioned 292.75-acre tract; said POINT OF BEGINNING being the Northeast Corner of the F.M. Woodward Survey, Abstract No. 1420, and being a fence corner post where fence runs West and South;

THENCE South $00^{\circ} 20' 25''$ East 1325.96 feet along fence line and the East Boundary Line of the past mentioned 292.75-acre tract, to a 6-inch steel fence corner post set in concrete for the most Southern Southeast Corner of said 292.75-acre tract, and being the Southeast Corner of the F.M. Woodward Survey;

THENCE West along the South Boundary Line of the past mentioned tract and the South Boundary Line of said Woodward Survey 1555.7 feet to a steel pin for the Southwest Corner of tract herein described, and being the most Southern Southwest Corner of the past mentioned 292.75-acre tract;

THENCE North $00^{\circ} 10' 40''$ West along the centerline of a public road, and passing at 1153.55 feet, an inner el corner on the past mentioned 292.75-acre tract; continuing on said course a total distance of 1337.5 feet to a steel pin for the Northwest Corner of tract herein described and being in the North Boundary Line of said F.M. Woodward Survey, Abstract 1420, and being an inner el corner on the past mentioned 292.75-acre tract;

THENCE South $89^{\circ} 34' 25''$ East along a fence line and a North Boundary Line of said Woodward Survey, and a North Boundary Line of said 292.75 acre tract, 1552.02 feet, to POINT OF BEGINNING and containing a total of 47.503 acres, of which, 1.277 acres lie within the limits of two public roads, leaving 46.226 acres.

EXHIBIT "B"

TRACT 3



EXHIBIT "C"

**RUNWAY-EAST TAXIWAY EASEMENT
NORTH EXTENSION
Vol. 909, 651 at 655
5.7 acres**

FOR A RUNWAY AND TAXIWAY EASEMENT 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 a point in the South line of a 60.0-foot wide access easement, said point being N. 89 deg, 12 min, 40 sec W. 1414.7 feet and S. 0 deg, 20 min W. 60.0 feet from the Northeast corner of the F. M. Woodward Survey, Abstract 1420;
THENCE South 89 deg, 12 min, 40 sec East 195.0 feet to a point for corner;
THENCE South 0 deg, 20 min West 1272.7 feet to a point for corner;
THENCE North 89 deg, 32 min West 195.0 feet to a point for corner;
THENCE North 0 deg, 20 min East 1273.8 feet to the POINT OF BEGINNING and containing 5.7 acres, more or less.

**RUNWAY-EAST TAXIWAY EASEMENT
ORIGINAL RUNWAY
Vol. 909, 651 at 654
10.06 acres**

FOR A RUNWAY AND TAXIWAY EASEMENT IN THE G. RAMSDALE SURVEY, ABSTRACT NO. 1128, SITUATED IN DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the South line of the F. M. Woodward Survey, Abstract No. 1420 and a North line of the G. Ramsdale Survey, Abstract No. 1128, Denton County, Texas, said point being North 89 deg, 32 min West 1422.4 feet from the Southeast corner of said Woodward Survey;
THENCE South 0 deg, 20 min West 2248.1 feet to a point in the South line of a 133.793-acre tract for a corner;
THENCE South 89 deg, 47 min East 195.0 feet to a point for a corner;
THENCE North 0 deg, 20 min East 2247.2 feet to a point in the South line of said Woodward Survey for a corner;
THENCE North 89 deg, 32 min West 195.0 feet along the South line of said Woodward Survey to the POINT OF BEGINNING and containing 10.06 acres.

EXHIBIT "C"

RUNWAY-PARALLEL TAXIWAY EASEMENT TRACTS COMBINED

All that certain tract or parcel of land lying and being situated in the F.M. Woodward Survey, Abstract 1420, and the G. Ramsdale Survey, Abstract 1128, Denton County, Texas and being more particularly described as follows:

COMMENCING at an iron pin at a fence corner post at the easternmost northeast corner of the F.M. Woodward Survey Abstract 1420;

THENCE North 89°, 15', 48" West with a fence on the North boundary of the Woodward Survey a distance of 1414.7 feet to an iron pin;

THENCE South 00°, 20', 00" West a distance of 60.0 feet to an iron pin at the POINT OF BEGINNING of the herein described runway;

THENCE South 89°, 15', 48" East a distance of 195.0 feet to an iron pin;

THENCE South 00°, 20', 00" West a distance of 3506.54 feet to an iron pin on the south boundary of a (called) 24.216-acre tract as described in a deed from Grapevine Development Company, Inc. to Edna Gardner Whyte on the 4th day of September, 1969, recorded in Volume 591, Page 202, Deed Records of Denton County, Texas, said pin being South 89° 16' 06" West a distance of 159.96 feet from the southeast corner of said 24.216-acre tract;

THENCE South 89° 16' 06" West a distance of 195.03 feet to an iron pin, said pin being North 89° 16' 06" East 145.0 feet from the southernmost southwest corner of a 9.784 acre tract deeded from Grapevine Development Company, Inc. to Edna Gardner Whyte on the 13th day of February, 1970, recorded in Volume 598, Page 353 of the Deed Records of Denton County, Texas;

THENCE North 00° 20' 00" East a distance of 3511.55 feet to the POINT OF BEGINNING and containing in all 15.76 acres of land.

EXHIBIT "C"

RAMP AREA EASEMENT TRACT

BEING part of a 24.216-acre tract of land out of the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas described by metes and bounds in a deed from Grapevine Development Company to Edna Gardner Whyte recorded at Volume 591, page 202 of the deed records of Denton County, Texas:

BEGINNING on the North line of said Ramsdale Survey in a Public Road at a point North 89° 21' East 869.4 feet from the Northwest corner of said Ramsdale Survey, which is the Northwest corner of this tract;

THENCE North 89° 21' East along the North line of said survey 442.5 feet to the Northeast corner of said tract;

THENCE South 0° 32' East 390 feet to the Southeast corner of said tract;

THENCE South 89° 21' West 442.5 feet to the Southwest corner of said tract;

THENCE North 0° 32' West 390 feet to the PLACE OF BEGINNING and containing 3.96 acres more or less.

EXHIBIT "C"

**Runway, Parallel Taxiway &
Ramp Area Easement Tracts**

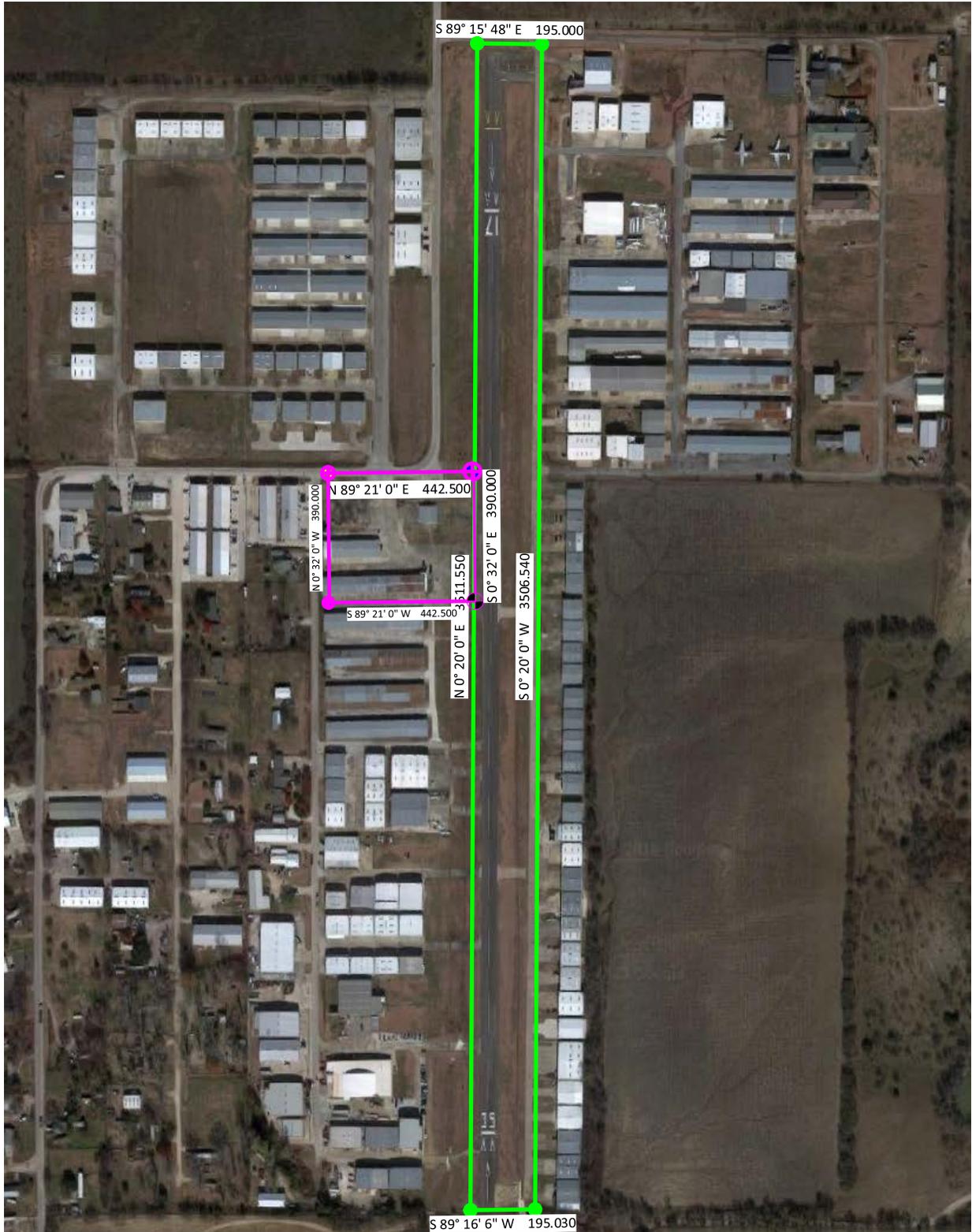


EXHIBIT "D"

AERO VALLEY ESTATES

12.645 acres

For a tract of land out of the F.M. Woodward Survey, Abstract No. 1420, situated in Denton County, Texas, , a part of a 47.503-acre tract conveyed by Warranty Deed from Majors & Majors Trustees to Edna Gardner Whyte dated November 24, 1976 in Volume 814, Page 99 of the Deed Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin, North 43.0 feet from the Southeast corner of said F. M. Woodward Survey and is the Southeast corner of the. herein described tract;

THENCE North 89° 32' West 445.0 feet along the North R.O.W. line of a 60.0 access easement to an iron pin that is the Southwest corner of the herein described tract;

THENCE North 1225.5 feet along the East line of a 20.0-foot drainage easement to an iron pin for the most Westerly Northwest corner of the herein described tract;

THENCE South 89° 12' 40" East 230.0 feet to a point for corner in the centerline of a 60.0 access easement that runs North and South and is South 89° - 12' - 40" East 30.0 feet from an iron pin;

THENCE North 40.0 feet along the centerline of said 60.0 access easement to a point for corner that is North 89° 12' 40" West 30.0 feet from an iron pin;

THENCE South 89° 12' 40" East 165.0 feet to an iron pin at the re-entrant corner of a proposed water well and tank site tract;

THENCE South 50.7 feet to an iron pin at the Southwest corner of said water well and tank site;

THENCE East 50.0 feet to an iron pin that is South 70.0 feet from the Northeast corner of said F.M. Woodward Survey;

THENCE South 1213.0 feet along the East line of the F.M. Woodward Survey to the POINT OF BEGINNING and containing 12.645 acres, of which 1.714 acres is in use as an access easement.

EXHIBIT "D"



EXHIBIT "E"

**PROPERTY OWNED BY WHYTE (YELLOW) & PROPERTY GRANTED
EASEMENTS FOR RUNWAY ACCESS & USE (ORANGE)**

