

RESTRICTIVE COVENANTS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

THAT the undersigned, being the owners of a tract of land situated in Collin County, Texas, and being more particularly described in a Deed dated September 1, 1979, executed by Jack A. Hurst, Trustee to John Austin and Clay Speer recorded in Volume 1316, page 438 of the Land Records of Collin County, Texas, said owners of said tract of land, hereby places the following restrictions on said property:

ARTICLE I

GENERAL

Section 1.1. Definitions. The following words, when used in this Declaration or any Supplemental Declaration, unless the context shall prohibit, shall have the following meanings:

a. "Association" shall mean and refer to the Aero Country West Property Owners' Association formed pursuant to Article III of this Declaration.

b. "Aero Country West" shall mean and refer to the development located on the Property subject to this Declaration.

c. "Common Expense Fund" shall have the meaning set forth in Article VI of this Declaration.

d. "Declarant" shall mean and refer to the undersigned signatories, their heirs, executors, administrators and assigns, and shall include any person or entity to which Declarant may assign its rights, privileges, duties and obligations hereunder.

e. "Property" shall mean and refer to the real property described in a Deed dated September 1, 1979, executed by Jack A. Hurst, Trustee to John Austin and Clay Speer recorded in Volume 1316, page 438 of the Land Records of Collin County, Texas, and any and all improvements thereon as are subject to this Declaration.

f. "Homestead" shall mean and refer to any plot or tract of land owned by each respective Declarant, his heirs, administrators, or assigns, together with any and all improvements that are now or may hereafter be placed or constructed thereon, and subject to any easements, restrictions, reservations or other encumbrances burdening same.

g. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Homestead, including the Declarant, but excluding any person or entity having an interest in a Homestead merely as security for the performance of any obligation and Owner shall include their heirs, executors, administrators, and assigns.

94-0028197

2 Section 1.2. Property Subject to Declaration. The real property covered by this Declaration shall be and include the surface estate only in and to all of the Property.

ARTICLE II

VOTING RIGHTS

Section 2.1. Right to Vote. Each and every person or legal entity who is an Owner of any Homestead shall have the right to vote in the manner and at the time specified herein.

Section 2.2 Number of Votes. Each and every person or legal entity who is an Owner of any Homestead and shall be entitled to one (1) vote for each Homestead owned. When there are two or more Owner(s) of any Homestead, the vote for such Homestead shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Homestead. If such Owner(s) are unable to determine between them how and by whom their hereby allocated vote shall be exercised, they may not vote.

ARTICLE III

PROPERTY OWNERS' ASSOCIATION

Section 3.1. The Association. There is hereby created for the maintenance, repair, replacement, development, security, administration, operation and management of Aero Country West, an association named the Aero Country West Property Owners' Association. The Association shall have the right and power to provide for the maintenance, repair, replacement, development, security, administration, operation and management of Aero Country West. The business and affairs of the Association shall be managed by the Aero Country West Management Committee (the "Management Committee"), which shall consist of three (3) members who shall be natural persons.

Section 3.2. Membership in the Association. Each person or legal entity who is an Owner shall be a member of the Association and such membership shall automatically cease when such person or entity no longer owns such interest. Upon any transfer of Homestead, the new Owner succeeding to such ownership shall likewise succeed to membership in the Association. Members in the Association shall have voting rights as set forth in Article II hereof.

Section 3.3. Designation or Election of The Management Committee. The members of the Management Committee shall be appointed, elected and/or removed as follows:

a. Owner(s) shall, by a majority vote at any annual or special meeting of the Association, have the exclusive power and right to elect, for two year terms, and to remove the members of the Management Committee and to fill vacancies thereon. Owner(s) may vote in person or by proxy at a meeting of the Association duly called for such purpose, written notice of which shall be given to all Owner(s) at least thirty (30) days in advance and shall set forth the purpose for such meeting.

Section 3.4. Meetings of the Association.

a. The first meeting of the Association shall be held when called by the initial Management Committee, which shall be composed of CLAY SPEER, JOHN D. AUSTIN, and _____

upon ten (10) days prior written notice to the Owner(s), at such location on or close to the Property as is designated by the Management Committee in such notice. Such written notice may be given at any time.

b. After the first meeting, an annual meeting of the Association shall be held at a location on or close to the Property, as designated by written notice to each Owner by the Management Committee, at 8:00 P.M. on the third Tuesday in January of each calendar year (or the first business day thereafter if such day is a governmental or religious holiday).

c. At the annual meeting, the Management Committee shall present an accounting of the Common Expense Fund, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Owner, and the estimated budget for the coming calendar year. Within thirty (30) days after the annual meetings, the statements and estimates presented at the annual meeting by the Management Committee shall be delivered to all Owner(s).

d. Special meetings of the Association may be called by the Management Committee, or any two (2) members thereof, at any time, and shall be called upon petition to the Management Committee by Owner(s) having, collectively, ten percent (10%) of the votes of the Association. Written or printed notice stating the location, day, and hour of such special meeting and the purpose or purposes for which the meeting is being called shall be delivered to each Owner not less than three (3) nor more than twenty-one (21) days before the date of such meeting.

e. For the purpose of determining, Association members entitled to vote at any meeting, the membership of the Association shall be determined as of 5:00 P.M. on the twenty-fifth (25th) day next preceding any such meeting.

Section 3.5. Administration of Aero Country West..

a. The Management Committee, shall have all power to maintain, repair, replace, develop, secure, administer, operate and manage Aero Country West in accordance with this Declaration. Such power shall include, but not be limited to, the maintaining, or causing to be maintained, of all roads hereinafter referred to in Article VI including the power to contract with any person, firm or corporation for the purpose of maintaining and improving the said roads.

ARTICLE IV

COMMON EXPENSE FUND - ASSESSMENTS - COLLECTION

Section 4.1 Common Expense Assessments. The Management Committee shall have the power to assess each Owner such Owner's pro rata part (determined as set out below) of any costs or expenses voted on and approved by a majority of the Owner(s) at a meeting of the Association; provided however, any capital expenditure exceeding \$15,000.00 in cost must be approved by sixty-six and two-thirds percent (66-2/3%) of the Owner(s) at a meeting of the Association. (Any such costs and expenses shall be hereinafter referred to as the "Common Expenses".)

Section 4.2. Budgets and Establishment of Charge for Common Assessments. Effective January 1, 1985, and effective January 1 of each calendar year thereafter, the Management Committee shall have the right to establish the annual budget (the "Budget") for the fiscal year, projecting all expenses for the forthcoming year which may be required for the property maintenance, repair, replacement, development, security, administration, operation and management of Aero Country West in accordance with the above Section 4.1 and based on projected actual cost, including a reasonable allowance for contingencies and reserves for repairs to or maintenance or replacement of any property owned by the Association. The fiscal year shall be the calendar year unless the Management Committee shall set a different fiscal year.

Section 4.3 Special Assessments. In addition to the above, should the Budget for any fiscal year prove insufficient to cover all costs and expenses to be paid by the Owner(s) during such fiscal year, then the Management Committee shall have the right to specially assess each of the Owner(s) pro rata part of the deficiency.

Section 4.4. Payment of Common Expense Charges and Special Assessments.

a. After the Management Committee has established the Budget or any special assessment, the Management Committee shall, by written notice, assess each Owner of a Homestead such Owner's pro rata part of the amount of the Budget or special assessment.

b. For purposes of this Article VI, an Owner's pro rata part shall be determined by multiplying the amount of the Budget or the special assessment by a fraction, the numerator of which shall be the number of Homestead(s) owned by such Owner and the denominator of which shall be the number of Homestead(s) in Aero Country West.

c. Payment of each Owner's pro rata part of any assessment shall be due and payable to the Association within fifteen (15) days after the Management Committee has given notice of the same to the applicable Owner. Assessments in default shall bear interest at the highest rate then permitted by applicable Texas or Federal law from the date of delinquency until paid.

d. Each person or legal entity (if more than one) comprising an Owner shall be jointly and severally liable for the payment of all assessments levied against such Owner in accordance with this Article VI. Upon the sale or transfer of a Homestead, the subsequent Owner shall be liable for all then outstanding and unpaid assessments unless such transferee has received a statement from the Management Committee certifying that there are no outstanding and unpaid assessments which later proves to be inaccurate.

Section 4.5. Enforcement. In order to secure the payment of any assessments levied hereunder, a lien to the extent permitted by law shall be and is hereby reserved in and to each Homestead and any and all Improvements located thereon and such lien is hereby assigned to the Association, without recourse, which lien shall be enforceable through appropriate judicial proceedings by the Management Committee or by any Owner on behalf of the Association. Such lien shall be deemed subordinate and inferior to the lien or liens of any mortgagee which may have heretofore lent or may

hereafter lend money in good faith for the purchase or improvement of any Homestead. The collection of such assessments may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment or collected out of proceeds from the foreclosure sale of such Homestead in accordance with Texas law and, in any such event, the expenses incurred in collecting such delinquent assessment, including but not limited to interest, costs and attorneys' fees, shall be chargeable to and a personal obligation of such defaulting Owner. Any mortgagee who obtains title to a Homestead pursuant to the remedies provided in a Deed of Trust or other mortgage instrument, including foreclosure of such lien, shall not be liable for unpaid assessments attributable to such Homestead which have accrued prior to the date that the mortgagee acquires title to such Homestead. An Owner in default in the payment of any assessment shall not be entitled to be a member of any committee formed pursuant to this Declaration or to vote at any meeting of the Association so long as such default exists.

Section 4.6. Common Expense Fund. Assessments collected pursuant to this Article VI shall be paid into the Common Expense Fund to be held and used for the benefit of Aero Country West; and such Common Expense Fund may be expended by the Management Committee and any sub-committee formed pursuant to this Declaration for the purposes set forth herein.

ARTICLE V

DEDICATION OF EASEMENTS; RESTRICTION ON TERMINATION OF EASEMENT

Each and every Owner of the Property by execution of these Restrictive Covenants hereby dedicates for the public use an easement and right-of-way for ingress and egress and for utilities and drainage facilities upon and across the Property, said easement and right-of-way being described by metes and bounds in Exhibits "C-1" and "C-2." Both Exhibits C-1 and C-2 are hereby incorporated into this document by reference. No utility company, water district, political subdivision, or authorized entity using the easement herein described shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, flowers, fences, or other property of an Owner situated within such easement. Notwithstanding the possible termination of these Restrictive Covenants by failure to renew and extend same upon the expiration date of said Restrictive Covenants is set forth in Section 7.1, the right of any Owner to the use of the easement shall not terminate so long as any homestead needs said easement for the purpose of ingress and egress to such homestead.

ARTICLE VI

PROTECTIVE COVENANTS

Section 6.1. Covenants Applicable to the Property. (Exhibit "A") The following provisions shall be applicable to any and all construction on, alterations, and additions to, or use of that portion of the property that is described in Exhibit "A", attached hereto and incorporated herewith by reference and all improvements thereon and shall be deemed for all purposes to be covenants running with the property.

a. Residential Use. All homesteads shall be used for residential purposes only, with the following additional restrictions and stipulations:

1. No trailer, basement, tent, shack or garage erected or placed on any homestead or any vehicle of any kind placed on any homestead shall be used as either a permanent or temporary residence or dwelling.

2. No outbuildings or garage on any homestead shall be lived in as a home.

3. No temporary structure of any kind shall be erected or placed on any homestead and in no event shall any residential dwelling upon any homestead be occupied until occupancy permit has been issued (if required by any governmental entity).

4. No part of any homestead shall be used for business purposes or for any purpose other than a private residence with the customary outbuildings, garage and airplane hangar building.

5. Any residence constructed on the property conveyed must have a ground floor area of not less than fifteen hundred (1,500) square feet, exclusive of driveways, patios, terraces, garages, or aircraft housing or hangar.

b. Use Limitations. The following uses of homesteads, tracts or parcels of land in that portion of the property described as Exhibit "A" are not permitted:

1. Any prohibited use set out in Section VI (a) (1) above.

2. Any use generally constituting a nuisance or which involves a noxious odor, excessive emission of smoke, dust, steam, or vapor or any excessive noise level, any use or maintenance of any homestead as a dumping ground for rubbish. Trash, garbage or waste shall not be kept except in sanitary containers which are not visible from the front of any residence. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

Section 6.2. Covenants Applicable to the Property (Exhibit "B"). The following provisions shall be applicable to any and all construction on, alterations and additions to or use of that portion of the property described in Exhibit "B" attached hereto and incorporated herewith by reference and all improvements thereon and shall be deemed, for all purposes, to be covenants running with the property.

a. Commercial uses allowed. All homesteads shall be used for commercial purposes only, with the following restrictions, stipulations, and qualifications:

1. All homesteads shall be used for commercial purposes only, with the exception that living quarters are allowed in the interior of a commercial hangar. House trailers, mobile homes, vacation homes, or portable living quarters of any type shall not be located on said conveyed property. No building shall be erected, altered, placed or permitted to remain on said property other than those with one hundred percent (100%) painted metal vertical exterior surfaces. Any ramp area adjacent to such building shall be paved. No disassembled aircraft shall remain outside of any building for a period in excess of twenty-four (24) continuous hours. thereto the following commercial and business uses shall be allowed: Any commercial or business use customarily associated with airport activities subject to the following restrictions:

2. Storage of junk material or abandoned aircraft or automobiles shall not be permitted on any homestead.

3. No flashing signs shall be permitted. Signs shall be no greater in size than is sufficient to readily legible to moving vehicular traffic from the street which they face; all such signs shall be on professional design and construction.

4. No noxious offensive activity, nor shall anything be done on any homestead that may be or may become an annoyance or nuisance.

5. All buildings erected shall be used for lawful purposes.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1. Duration. This Declaration and the covenants and restrictions set forth herein shall run with the bind the Property, subject to the provisions of Sections 6.2, 6.3 and 6.4 hereof, and shall inure to the benefit of every Owner of every Homestead, and their respective legal representatives, personal representatives, devisees, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded and continuing through and including December 31, 2025. However, at such time the covenants and restrictions herein may be extended for a period of twenty-five (25) additional years by a majority vote of the Owner(s), and the right of the Owner(s) to extend such covenants, conditions and restrictions shall exist as long as expressed by a majority vote of said Owner(s). Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been given by the Management Committee to all Owner(s) at least thirty (30) days in advance and shall set forth the purpose of such meeting.

Section 7.2. Amendment. Any article of this Declaration may be amended in the following manner:

a. Those persons or legal entities who own Homestead(s) shall, by ninety percent (90%) vote, have exclusive power and right to amend any article hereof. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) by the Management Committee at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed of record in the Deed Records of Collin County, Texas, with signatures of the requisite number of Owner(s).

Section 7.3. Deviation from Restrictions and Covenants.

a. Any substantial deviation from the present form or the specific and general intentions and purposes of any of the restrictions and covenants set forth herein shall be allowed only as follows:

(2) Owner(s) shall by two-thirds (2/3) vote have the exclusive power and right to allow such substantial deviations. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) by the Management Committee at least thirty (30) days in advance and shall set forth the purpose of such meeting.

b. During the existence of this Declaration, as from time to time supplemented or amended, the Management Committee and any sub-committee formed pursuant hereto, shall have the exclusive power and right to allow minor deviations from the present from of or the specific and general intentions and purposes of the restrictions and covenants set forth herein.

Section 7.4. Enforcement. The restrictions and covenants set out in this Declaration shall be enforced as follows:

a. The Management Committee shall have the exclusive power and right to enforce the restrictions and covenants set forth herein, including, but not limited to, the right to bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such alleged violation.

b. Any Owner of any Homestead may bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such alleged violation. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) at least thirty (30) days in advance and shall set forth the purpose of the meeting, including the name of the alleged violator and detailed description of the alleged violation. Any legal or other expenses incurred incident to such legal action shall be borne by the Owner(s) bringing such action and shall in no event be owed by any of the Owner(s) not involved in bringing such action.

Section 7.5. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, invalid or unenforceable for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, such provision shall be fully severable and the remaining paragraphs, sections, clauses, sentences or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. Furthermore, in lieu of each of such illegal, invalid or unenforceable provisions, there shall be added automatically as a part of this Declaration, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 7.6. Notice. Whenever written notice to the Owner(s) is permitted to required hereunder, such notice shall be given by Declarant, the Management Committee or by any appropriate sub-committee formed pursuant hereto by the mailing of such notice to the address of such Owner(s) appearing on the records of the Management Committee (and as furnished to the Management Committee by such Owner(s)). If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail, properly addressed, postage prepaid, whether received by the addressee or not.

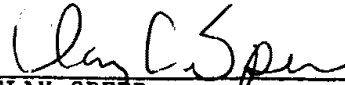
Section 7.7. Headings. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 7.8. Effective Violation of Covenants on Existing Liens. Violation of or failure to comply with any of these restrictions, covenants and conditions shall in no way effect the validity of any liens securing the payment of any bona fide debt existing at the time of such violation or subsequent thereto.

Section 7.9. Multiple Counterparts. This instrument may be executed in any number of counterparts which together will constitute the agreement of the signatories.

SIGNED this 30 day of November, 1993

DECLARANT:


CLAY SPEER


JOHN D. AUSTIN


WILLIAM THOMAS LAFFERTY

SIGNED THIS 30th day of November, 1993.

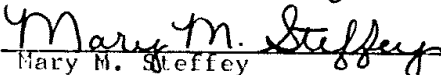
DECLARANT:

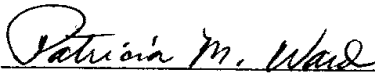

Steven D. Afenar

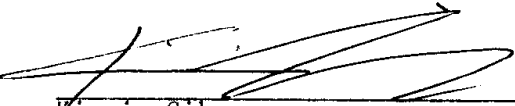

C. A. Hair


Roger Ward


Everett D. Steffey

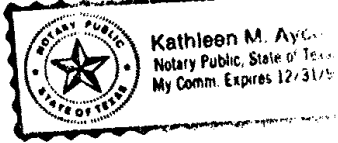

Mary M. Steffey


Patricia M. Ward


Kinnie Gibson

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 30
day of November, 1993, by CLAY SPEER.



Kathleen M. Aycox
NOTARY PUBLIC STATE OF TEXAS

Notary's printed name:

My commission expires: 12/31/94

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 30
day of November, 1993, by JOHN D. AUSTIN.



Kathleen M. Aycox
NOTARY PUBLIC STATE OF TEXAS

Notary's printed name:

My commission expires: 12/31/94

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 30
day of November, 1993, by WILLIAM THOMAS LAFFERTY



Kathleen M. Aycox
NOTARY PUBLIC STATE OF TEXAS

Notary's printed name:

My commission expires: 12/31/94

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the 23rd day of March 1994

by STEVE/D. AFEMAN

My commission expires:

Janet E. Kinard
Notary Public, State of Texas
Notary's printed name:



(Acknowledgment)

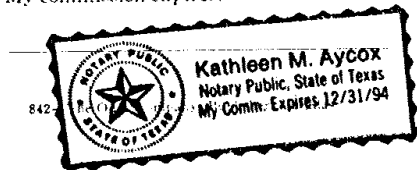
THE STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the 7 day of December 1993

by C.A. HAIR

My commission expires:

Kathleen M. Aycox
Notary Public, State of Texas
Notary's printed name:



(Acknowledgment)

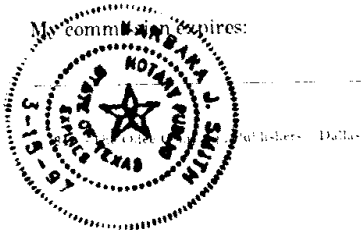
THE STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the 31st day of December 1993

by ROGER WARD

My commission expires:

Barbara J. Smith
Notary Public, State of Texas
Notary's printed name:



(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the 31st day of December 1993

by PATRICIA WARD

My commission expires:

Barbara J. Smith
Notary Public, State of Texas
Notary's printed name:



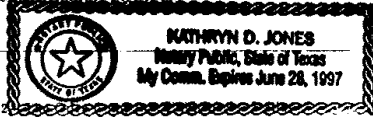
(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the 17th day of Dec. , 19 93.

by EVERETT D. STEFFEY

My commission expires:



Kathryn D. Jones

Notary Public, State of Texas
Notary's printed name:

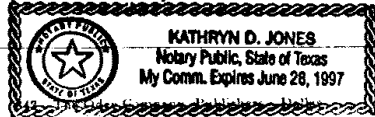
(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the 17th day of Dec. , 19 93.

by MARY M. STEFFEY

My commission expires:



Kathryn D. Jones

Notary Public, State of Texas
Notary's printed name:

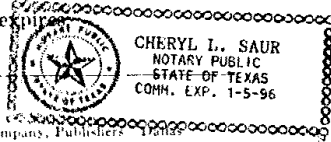
(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF Collin

This instrument was acknowledged before me on the 21st day of March , 19 94.

by ~~Kinnie Gibson~~ Howard McKinney Gibson.

My commission expires:



Cheryl L. Saur

Notary Public, State of Texas
Notary's printed name:

842--The Odco Company, Publishers Dallas

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19 ____.

by ~~Sheri Ann Gibson~~

My commission expires:

Notary Public, State of Texas
Notary's printed name:

842--The Odco Company, Publishers Dallas

Resubmitted

EXHIBIT "A"

SITUATED in Collin County, Texas, in the E.T. Berry Survey, Abstract No. 43 and the C.C. Carter Survey, Abstract No. 220 and being part of a 50.245 acre tract described in a deed from Jack A. Hurst, Trustee, to John Austin et ux, recorded in Vol. 1316, page 438 of the Collin County Land Records and being more fully described as follows:

BEGINNING at a point in the East line of the said tract which bears North 0 deg 23 min 21 sec East, 1143.12 ft. and North 2 deg 04 min 22 sec East, 554.52 ft. from the Southeast corner of the said tract.

THENCE NORTH 89 deg 02 min 54 sec West, 594.91 ft. to the point in the West line of the said tract.

THENCE NORTH 1 deg 28 min 54 sec East, 862.55 ft. to an iron pin at an inner corner of said tract.

THENCE NORTH 88 deg. 31 min 48 sec West, 258.65 ft. to an iron pin.

THENCE NORTH 1 deg 01 min 22 sec West, 493.61 ft. to an iron pin at the Northwest corner of said tract.

THENCE SOUTH 89 deg 09 min 08 sec East, with the North line of the said tract 872.16 ft. to an iron pin at the Northeast corner thereof.

THENCE SOUTH 1 deg 10 min 00 sec West, with the East line of the said tract 694.26 ft. to a post.

THENCE SOUTH 7 deg 47 min 50 sec East, with the East line of the said tract 35.30 ft. to a point.

THENCE SOUTH 2 deg 04 min 22 sec West, with the East line of the said tract 630.73 ft. to the place of beginning containing 21.655 acres of land.

EXHIBIT "A"

13

Cammeron 1

EXHIBIT "B"

SITUATED in Collin County, Texas in the E.T. Berry Survey Abstract No. 43 and the C.C. Carter Survey Abstract No. 220 and being part of a 50.245 acre tract described in a deed from Jack A. Hurst, Trustee, to John Austin et ux, recorded in Vol. 1316, page 438 of the Collin County Land Records, and being more fully described as follows:

BEGINNING at an iron pin in the Southeast corner of the said tract in the center line of a public road.

THENCE NORTH 89 deg 53 min 18 sec West, with the South line of the said tract along the center line of said road 795.89 ft. to an iron pin at the Southwest corner of the said tract.

THENCE NORTH 0 deg 25 min 08 sec East, with the West line of the said tract 1159.34 ft. to an iron pin.

THENCE SOUTH 88 deg 45 min 19 sec East, 206.20 ft. to an iron pin.

THENCE NORTH 1 deg 28 min 54 sec East, with the West line of the said tract 550.94 ft. to a point.

THENCE SOUTH 89 deg 02 min 54 sec East, 594.91 ft. to a point in the East line of the said tract.

THENCE SOUTH 2 deg 04 min 22 sec West, 554.52 ft. to a point.

THENCE SOUTH 0 deg 23 min 21 sec West, 1143.12 ft. to the place of beginning containing 28.538 acres of land.

EXHIBIT "C-1"

SITUATED in Collin County, Texas in the E.T. Berry Survey, Abstract No. 43 and the C.C. Carter Survey Abstract No. 220 and being part of a 50.245 acre tract described in a deed from Jack A. Hurst, Trustee to John Austin et ux, recorded in Vol. 1316, page 438 of the Collin County Land Records and being more fully described as follows:

BEGINNING at a point in the East line of the said tract. Said point bears North 0 deg 22 min 48 sec East, 1143.12 ft. and North 2 deg 04 min 22 sec East, 554.52 ft. from the Southeast corner of the said tract.

THENCE NORTH 89 deg 02 min 54 sec West, 499.42 ft. to a point.

THENCE NORTH 0 deg 57 min 06 sec East, 30.00 ft. to a point.

THENCE SOUTH 89 deg 02 min 54 sec East, 480.00 ft. to a point.

THENCE NORTH 2 deg 04 min 22 sec East, 280.00 ft. to a point.

THENCE NORTH 89 deg 02 min 54 sec West, 478.83 ft. to a point.

THENCE NORTH 00 deg 57 min 06 sec East, 60.00 ft. to a point.

THENCE NORTH 89 deg 02 min 54 sec West, 480.00 ft. to a point.

THENCE NORTH 2 deg 04 min 22 sec East, 246.00 ft. to a point.

THENCE SOUTH 87 deg 55 min 38 sec East, 25.21 ft. to a point.

THENCE NORTH 01 deg 06 min 02 sec East, 53.43 ft. to a point.

THENCE NORTH 89 deg 02 min 54 sec West, 460.16 ft. to a point.

THENCE NORTH 01 deg 06 min 02 sec East, 300.62 feet to a point.

THENCE NORTH 89 deg 02 min 54 sec West, 507.85 ft. to a point at the beginning of a curve to the right.

THENCE along the arc of said curve to the right, having a central angle of 300 deg 00 min 00 sec, a radius of 60.00 ft. for an arc distance of 314.16 ft. to a point at the end of said curve.

THENCE SOUTH 89 deg 02 min 54 sec East, 548.14 ft. to a point in the East line of the said tract.

THENCE in a Southerly direction with the East line of the said tract as follows:

SOUTH 01 deg 06 min 02 sec West, 424.96 ft. to a point.

SOUTH 07 deg 47 min 50 sec East, 35.30 ft. to a point.

SOUTH 02 deg 04 min 22 sec West, 630.73 ft. to the place of beginning containing 3.299 acres of land.

EXHIBIT "C-2"

SITUATED in Collin County, Texas, in the E.T. Berry Survey, Abstract No. 43 and the C.C. Carter Survey Abstract No. 220 and being part of a 50.245 acre tract described in a deed from Jack A. Hurst, Trustee, to John Austin et ux, recorded in Vol. 1316, page 438 of the Collin County Land Records and being more fully described as follows:

BEGINNING at an iron pin in the Southeast corner of the said tract in the center of a public road.

THENCE NORTH 89 deg 53 min 18 sec West, at the center line of said road along the south line of the said tract 20.00 ft. to a point.

THENCE NORTH 0 deg 23 min 21 sec East, 990.09 ft. to a point.

THENCE NORTH 89 deg 37 min 12 sec West, 571.21 ft. to a point.

THENCE NORTH 00 deg 43 min 43 sec East, 60.00 ft. to a point.

THENCE SOUTH 89 deg 37 min 12 sec East, 570.86 ft. to a point.

THENCE NORTH 00 deg 22 min 48 sec East, 93.42 ft. to a point.

THENCE NORTH 02 deg 04 min 22 sec East, 184.41 ft. to a point.

THENCE NORTH 89 deg 02 min 54 sec West, 478.83 ft. to a point.

THENCE NORTH 00 deg 57 min 06 sec East, 60.00 ft. to a point.

THENCE SOUTH 89 deg 02 min 54 sec East, 480.00 ft. to a point.

THENCE NORTH 02 deg 04 min 22 sec East, 280.00 ft. to a point.

THENCE NORTH 89 deg 02 min 54 sec West, 478.83 ft. to a point.

THENCE NORTH 00 deg 57 min 06 sec East, 30.00 ft. to a point.

THENCE SOUTH 89 deg 02 min 54 sec East, 499.42 ft. to a point.

THENCE SOUTH 02 deg 04 min 22 sec West, 544.52 ft. to a point.

THENCE SOUTH 0 deg 23 min 21 sec West, 1143.12 ft. to the place of beginning containing 2.556 acres of land.

EXHIBIT "C-2"

Return: John Austin

RA1 BOX 205A

McKinney Tx 75070

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW (THE STATE OF TEXAS) COUNTY OF COLLIN I hereby certify that this instrument was FILED in the File Number Reference on the date and the time stamped herein by me, and was duly RECORDED, on the Official Public Records of Real Property of Collin County, Texas on

MAR 24 1994

Helen Starnes

COUNTY CLERK, COLLIN COUNTY, TEXAS



Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1994/03/24

At 12:36P

Number: 94- 0028197
Type : RS 41.00

97- 0098283

AERO COUNTRY WEST PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS DEVIATION

The following Aero Country West Property Owners have voted affirmatively to accept a restrictive covenants deviation to AERO COUNTRY WEST PROPERTY OWNERS ASSOCIATION RESTRICTIVE COVENANTS, Collin County filing # 94-0028197 and #97- 0089962.

Individual votes are attached concerning this deviation of section 7.3.

04063 00312

Rel to: John Austin
RA 1 Box 205A
McKinney Tx 75070

04043 00313

AERO COUNTRY WEST PROPERTY OWNERS ASSOCIATION

RESTRICTIVE COVENANTS DEVIATION

PURSUANT TO SECTION 7.3 OF THE "RESTRICTIVE COVENANTS" OF THE AERO COUNTRY WEST PROPERTY OWNER ASSOCIATION, THE FOLLOWING PROPERTY OWNERS OR THEIR DULY AUTHORIZED REPRESENTATIVES DO HEREBY APPROVE THE FOLLOWING DEVIATION TO SECTION 6.2 OF THE "RESTRICTIVE COVENANTS".

THE FIRST THREE SENTENCES OF SECTION 6.2.A.1., CURRENTLY READ "ALL HOMESTEADS SHALL BE USED FOR COMMERCIAL PURPOSES ONLY, WITH THE EXCEPTION THAT LIVING QUARTERS ARE ALLOWED IN THE INTERIOR OF A COMMERCIAL HANGAR. HOUSE TRAILERS, MOBILE HOMES, VACATION HOMES, OR PORTABLE LIVING QUARTERS OF ANY TYPE SHALL NOT BE LOCATED ON SAID CONVEYED PROPERTY. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON SAID PROPERTY OTHER THAN THOSE WITH ONE HUNDRED PERCENT (100%) PAINTED METAL VERTICAL EXTERIOR SURFACES."

THE NEW FIRST THREE SENTENCES OF SECTION 6.2.A.1., SHALL NOW READ "ALL TRACTS SHALL BE USED FOR COMMERCIAL, HANGAR/WAREHOUSE, SINGLE FAMILY, OR ~~GR~~ MULTI-FAMILY PURPOSES ONLY, SUBJECT TO APPROPRIATE CITY OF MCKINNEY ZONING REQUIREMENTS. HOUSE TRAILERS, MOBILE HOMES, VACATION HOMES, OR PORTABLE LIVING QUARTERS OF ANY TYPE SHALL NOT BE LOCATED ON SAID CONVEYED PROPERTY. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON SAID PROPERTY OTHER THAN THOSE WITH ONE HUNDRED PERCENT (100%) PAINTED METAL VERTICAL EXTERIOR SURFACES AND OTHER CONSTRUCTION MATERIALS CONSISTENT WITH MARKET STANDARDS FOR THE TYPE OF BUILDING AND ITS USE."

AS AGREED TO:

Adolfo Rosales
PROPERTY OWNER

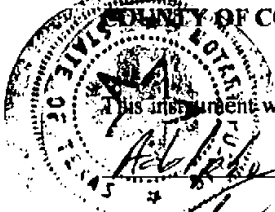
10/10/97
DATE

PROPERTY OWNER

DATE

04043 00314

STATE OF TEXAS)
COUNTY OF COLLIN)



This instrument was acknowledged before me on 10/10/97 by

Abelardo Rodriguez

E.T. Cunningham
NOTARY PUBLIC-STATE OF TEXAS

E.T. CUNNINGHAM
MY COMMISSION EXPIRES
JANUARY 31, 2001

STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on _____ by

NOTARY PUBLIC-STATE OF TEXAS

RA 1 Box 208 04048 00315

04063 00316

AERO COUNTRY WEST PROPERTY OWNERS ASSOCIATION

RESTRICTIVE COVENANTS DEVIATION

PURSUANT TO SECTION 7.3 OF THE "RESTRICTIVE COVENANTS" OF THE AERO COUNTRY WEST PROPERTY OWNER ASSOCIATION, THE FOLLOWING PROPERTY OWNERS OR THEIR DULY AUTHORIZED REPRESENTATIVES DO HEREBY APPROVE THE FOLLOWING DEVIATION TO SECTION 6.2 OF THE "RESTRICTIVE COVENANTS".

THE FIRST THREE SENTENCES OF SECTION 6.2.A.1., CURRENTLY READ "ALL HOMESTEADS SHALL BE USED FOR COMMERCIAL PURPOSES ONLY, WITH THE EXCEPTION THAT LIVING QUARTERS ARE ALLOWED IN THE INTERIOR OF A COMMERCIAL HANGAR. HOUSE TRAILERS, MOBILE HOMES, VACATION HOMES, OR PORTABLE LIVING QUARTERS OF ANY TYPE SHALL NOT BE LOCATED ON SAID CONVEYED PROPERTY. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON SAID PROPERTY OTHER THAN THOSE WITH ONE HUNDRED PERCENT (100%) PAINTED METAL VERTICAL EXTERIOR SURFACES."

THE NEW FIRST THREE SENTENCES OF SECTION 6.2.A.1., SHALL NOW READ "ALL TRACTS SHALL BE USED FOR COMMERCIAL, HANGAR/WAREHOUSE, SINGLE FAMILY, OR ^{RB} ~~MULTI-FAMILY~~ PURPOSES ONLY, SUBJECT TO APPROPRIATE CITY OF MCKINNEY ZONING REQUIREMENTS. HOUSE TRAILERS, MOBILE HOMES, VACATION HOMES, OR PORTABLE LIVING QUARTERS OF ANY TYPE SHALL NOT BE LOCATED ON SAID CONVEYED PROPERTY. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON SAID PROPERTY OTHER THAN THOSE WITH ONE HUNDRED PERCENT (100%) PAINTED METAL VERTICAL EXTERIOR SURFACES AND OTHER CONSTRUCTION MATERIALS CONSISTENT WITH MARKET STANDARDS FOR THE TYPE OF BUILDING AND ITS USE."

AS AGREED TO:

Ronald B...
PROPERTY OWNER

11-12-97
DATE

PROPERTY OWNER

DATE

04043 00317

STATE OF TEXAS)
COUNTY OF COLLIN)



This instrument was acknowledged before me on 10/10/97 by E.T.C.

E.T. Cunningham

E.T. CUNNINGHAM
MY COMMISSION EXPIRES
JANUARY 31, 2001

NOTARY PUBLIC-STATE OF TEXAS

STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on _____ by

NOTARY PUBLIC-STATE OF TEXAS

At 1 Box 208B

01012 00318

At 1 Box 208B

John Austin

347-2830

04062 00319

AERO COUNTRY WEST PROPERTY OWNERS ASSOCIATION

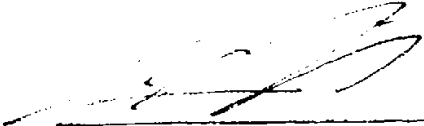
RESTRICTIVE COVENANTS DEVIATION

PURSUANT TO SECTION 7.3 OF THE "RESTRICTIVE COVENANTS" OF THE AERO COUNTRY WEST PROPERTY OWNER ASSOCIATION, THE FOLLOWING PROPERTY OWNERS OR THEIR DULY AUTHORIZED REPRESENTATIVES DO HEREBY APPROVE THE FOLLOWING DEVIATION TO SECTION 6.2 OF THE "RESTRICTIVE COVENANTS".

THE FIRST THREE SENTENCES OF SECTION 6.2.A.1., CURRENTLY READ "ALL HOMESTEADS SHALL BE USED FOR COMMERCIAL PURPOSES ONLY, WITH THE EXCEPTION THAT LIVING QUARTERS ARE ALLOWED IN THE INTERIOR OF A COMMERCIAL HANGAR. HOUSE TRAILERS, MOBILE HOMES, VACATION HOMES, OR PORTABLE LIVING QUARTERS OF ANY TYPE SHALL NOT BE LOCATED ON SAID CONVEYED PROPERTY. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON SAID PROPERTY OTHER THAN THOSE WITH ONE HUNDRED PERCENT (100%) PAINTED METAL VERTICAL EXTERIOR SURFACES."

THE NEW FIRST THREE SENTENCES OF SECTION 6.2.A.1., SHALL NOW READ "ALL TRACTS SHALL BE USED FOR COMMERCIAL, HANGAR/WAREHOUSE, SINGLE FAMILY, OR ~~MULTI-FAMILY~~ PURPOSES ONLY, SUBJECT TO APPROPRIATE CITY OF MCKINNEY ZONING REQUIREMENTS. HOUSE TRAILERS, MOBILE HOMES, VACATION HOMES, OR PORTABLE LIVING QUARTERS OF ANY TYPE SHALL NOT BE LOCATED ON SAID CONVEYED PROPERTY. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON SAID PROPERTY OTHER THAN THOSE WITH ONE HUNDRED PERCENT (100%) PAINTED METAL VERTICAL EXTERIOR SURFACES AND OTHER CONSTRUCTION MATERIALS CONSISTENT WITH MARKET STANDARDS FOR THE TYPE OF BUILDING AND ITS USE."

AS AGREED TO:


PROPERTY OWNER *McKinney Gibson*

11/13/97
DATE

PROPERTY OWNER

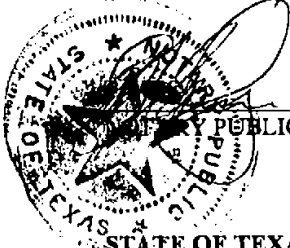
DATE

04043 00320

STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on 11/13/97 by

McKinney Gibson



E. CUNNINGHAM

NOTARY PUBLIC-STATE OF TEXAS

Expire 1-31-2001

STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on _____ by

NOTARY PUBLIC-STATE OF TEXAS

04043 00321

AERO COUNTRY WEST PROPERTY OWNERS ASSOCIATION

RESTRICTIVE COVENANTS DEVIATION

PURSUANT TO SECTION 7.3 OF THE "RESTRICTIVE COVENANTS" OF THE AERO COUNTRY WEST PROPERTY OWNER ASSOCIATION, THE FOLLOWING PROPERTY OWNERS OR THEIR DULY AUTHORIZED REPRESENTATIVES DO HEREBY APPROVE THE FOLLOWING DEVIATION TO SECTION 6.2 OF THE "RESTRICTIVE COVENANTS".

THE FIRST THREE SENTENCES OF SECTION 6.2.A.1., CURRENTLY READ "ALL HOMESTEADS SHALL BE USED FOR COMMERCIAL PURPOSES ONLY, WITH THE EXCEPTION THAT LIVING QUARTERS ARE ALLOWED IN THE INTERIOR OF A COMMERCIAL HANGAR. HOUSE TRAILERS, MOBILE HOMES, VACATION HOMES, OR PORTABLE LIVING QUARTERS OF ANY TYPE SHALL NOT BE LOCATED ON SAID CONVEYED PROPERTY. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON SAID PROPERTY OTHER THAN THOSE WITH ONE HUNDRED PERCENT (100%) PAINTED METAL VERTICAL EXTERIOR SURFACES."

THE NEW FIRST THREE SENTENCES OF SECTION 6.2.A.1., SHALL NOW READ "ALL TRACTS SHALL BE USED FOR COMMERCIAL, HANGAR/WAREHOUSE, SINGLE FAMILY, OR ^{M.H.} ~~MULTI-FAMILY~~ PURPOSES ONLY, SUBJECT TO APPROPRIATE CITY OF MCKINNEY ZONING REQUIREMENTS. HOUSE TRAILERS, MOBILE HOMES, VACATION HOMES, OR PORTABLE LIVING QUARTERS OF ANY TYPE SHALL NOT BE LOCATED ON SAID CONVEYED PROPERTY. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON SAID PROPERTY OTHER THAN THOSE WITH ONE HUNDRED PERCENT (100%) PAINTED METAL VERTICAL EXTERIOR SURFACES AND OTHER CONSTRUCTION MATERIALS CONSISTENT WITH MARKET STANDARDS FOR THE TYPE OF BUILDING AND ITS USE."

AS AGREED TO:

Mark Strick
PROPERTY OWNER

11-3-97
DATE

PROPERTY OWNER

DATE

04069 00322

STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on Nov 3rd 1997 by
MARK HORAK



E. Reed
NOTARY PUBLIC-STATE OF TEXAS
Date 11-3-97
STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on _____ by

NOTARY PUBLIC-STATE OF TEXAS

04063 00323

AERO COUNTRY WEST PROPERTY OWNERS ASSOCIATION

RESTRICTIVE COVENANTS DEVIATION

PURSUANT TO SECTION 7.3 OF THE "RESTRICTIVE COVENANTS" OF THE AERO COUNTRY WEST PROPERTY OWNER ASSOCIATION, THE FOLLOWING PROPERTY OWNERS OR THEIR DULY AUTHORIZED REPRESENTATIVES DO HEREBY APPROVE THE FOLLOWING DEVIATION TO SECTION 6.2 OF THE "RESTRICTIVE COVENANTS".

THE FIRST THREE SENTENCES OF SECTION 6.2.A.1., CURRENTLY READ "ALL HOMESTEADS SHALL BE USED FOR COMMERCIAL PURPOSES ONLY, WITH THE EXCEPTION THAT LIVING QUARTERS ARE ALLOWED IN THE INTERIOR OF A COMMERCIAL HANGAR. HOUSE TRAILERS, MOBILE HOMES, VACATION HOMES, OR PORTABLE LIVING QUARTERS OF ANY TYPE SHALL NOT BE LOCATED ON SAID CONVEYED PROPERTY. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON SAID PROPERTY OTHER THAN THOSE WITH ONE HUNDRED PERCENT (100%) PAINTED METAL VERTICAL EXTERIOR SURFACES."

THE NEW FIRST THREE SENTENCES OF SECTION 6.2.A.1., SHALL NOW READ "ALL TRACTS SHALL BE USED FOR COMMERCIAL, HANGAR/WAREHOUSE, SINGLE FAMILY, OR ^{E.D.S.} ~~MULTI-FAMILY~~ PURPOSES ONLY, SUBJECT TO APPROPRIATE CITY OF MCKINNEY ZONING REQUIREMENTS. HOUSE TRAILERS, MOBILE HOMES, VACATION HOMES, OR PORTABLE LIVING QUARTERS OF ANY TYPE SHALL NOT BE LOCATED ON SAID CONVEYED PROPERTY. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON SAID PROPERTY OTHER THAN THOSE WITH ONE HUNDRED PERCENT (100%) PAINTED METAL VERTICAL EXTERIOR SURFACES AND OTHER CONSTRUCTION MATERIALS CONSISTENT WITH MARKET STANDARDS FOR THE TYPE OF BUILDING AND ITS USE."

AS AGREED TO:

Mary M. Steffey
PROPERTY OWNER

11/12/97
DATE

[Signature]
PROPERTY OWNER

11/19/97
DATE

04043 00324

STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on 11/12/97 by

Mary M. Staffay


Mary M. Staffay
NOTARY PUBLIC-STATE OF TEXAS
STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on 11/12/97 by

Mary M. Staffay
NOTARY PUBLIC-STATE OF TEXAS
Mary M. Staffay
NOTARY PUBLIC-STATE OF TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW (COUNTY OF COLLIN THE STATE OF TEXAS)
I hereby certify that this instrument was FILED in the Public Records of the State of Texas on the 12th day of November, 1997, at 10:15A, and the same is duly RECORDED, in the Official Public Records of said Property of Collin County, Texas at

NOV 18 1997

Helen Starnes 

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/11/18
At 10:15A

Number: 97-0030283
Type: R5 33.00