



## **HIDDEN VALLEY AIRPARK ASSOCIATION, INC. DECLARATION OF COVENANTS AND RESTRICTIONS**

As amended and approved by the Hidden Valley Airpark Association, Inc. on May 4, 2007 and on March 28, 2009.

This Declaration, originally made the 10th day of March 1968, and as amended and updated as of the date of this filing of this instrument, by Hidden Valley Airpark Association, Inc., hereinafter called Declarant.

### **WITNESSETH:**

WHEREAS, the boundaries of Hidden Valley Airpark are described in Exhibit "A." Declarant is the owner of the real property described in the BY-LAWS OF HIDDEN VALLEY AIRPARK ASSOCIATION, INC., Exhibit "B". The real property owned by the members whom have agreed to subject their property to the BY-LAWS OF HIDDEN VALLEY AIRPARK ASSOCIATION, INC. and these recorded DECLARATION OF COVENANTS AND RESTRICTIONS of Hidden Valley Airpark Association Inc. is described in Exhibit "C." Exhibit "C" may be amended and/or supplemented at any time, with approval by the Board of Directors, and by the real property owner owning property within Exhibit "A" agreeing to subject their property to these BY-LAWS and the recorded DECLARATION OF COVENANTS AND RESTRICTIONS of Hidden Valley Airpark Association Inc. by executing and filing of the ACKNOWLEDGMENT OF BY-LAWS AND RESTRICTIVE COVENANTS. Exhibits "A", "B" and "C" are attached hereto and made a part thereof. The property, as described in Exhibits "B" and "C" are subject to the BY-LAWS OF HIDDEN VALLEY AIRPARK ASSOCIATION, INC. and these recorded DECLARATION OF COVENANTS AND RESTRICTIONS of Hidden Valley Airpark Association Inc. and desires that these are made a part, and desires to create thereon a residential community with permanent parks, recreational areas, open spaces, and other common facilities for the benefit of the members in good standing; and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, recreational areas, open spaces, and other

common facilities; and, to this end, desires to subject real property described herein together with such additions as may hereafter be made thereto (as herein provided) to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the dues, assessments and charges hereinafter created; and,

WHEREAS, Declarant has incorporated under the laws of the State of Texas, Hidden Valley Airpark Association, Inc., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Hidden Valley Airpark Association, Inc., declares that the real property described in the BY-LAWS of the Corporation and such additions thereto as may hereafter be made pursuant to the articles hereof, more specifically described in Exhibits "B" and "C", is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

## **ARTICLE I**

### **ARCHITECTURAL CONTROL COMMITTEE**

No erection of buildings or exterior additions to any buildings situated upon the Corporation Properties or those within the confines of HIDDEN VALLEY AIRPARK owned by individual owners, nor erection of or changes or additions in fences, hedges, walls, and other structures shall be commenced, erected, or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by an Architectural Committee composed of the Board of Directors of the Hidden Valley Airpark Association, or by a committee properly appointed by the Board of Directors. They will be responsible to protect the owners of lots against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to ensure the erection of attractive homes thereon; and, in general, to provide adequately for a high caliber of quality of improvements in said property, and thereby enhance the value of the investments made by the purchasers of lots therein.

## ARTICLE II

### PROTECTIVE COVENANTS

- Section 1. HUNTING IS PROHIBITED.
- Section 2. Discharging of firearms, including B-B guns, air rifles, crossbows, bows and arrows, is not allowed, except at the designated Range, or Ranges approved by a majority of the membership.
- Section 3. No storage of personal property on Corporation Land unless approval granted by the Corporation.
- Section 4. No signs of any description may be placed, erected, built up, or constructed on Corporation property unless approved by the Corporation. However, one sign on an individual lot not exceeding one square foot, or a sign of not more than three square feet advertising the property for sale or signs needed during construction will be allowed.
- Section 5. No business or private activity which brings excessive vehicular or aircraft traffic to our community.
- Section 6. No commercial flying from the Hidden Valley Airport.
- Section 7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- Section 8. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash; also, trash will not be burned in the open, or buried. All garbage will be kept in sanitary containers.
- Section 9. No storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, or other derelict items. The Board of Directors or those authorized by the Board shall have the right to enter the property where a violation exists and remove the incomplete structure or other items at the expense of the offending party or parties. A formal notice shall be given and 60 days will be allowed for compliance. If the party or parties involved do not agree, they may seek a General Membership vote on the matter. They must have a majority vote to over-rule the Board of Directors decision.
- Section 10. Houses are restricted to a single family dwelling and occupancy.

- Section 11. Speed limits of 30 MPH on the entrance road and 20 MPH on all other roads within the confines of the Hidden Valley Airpark.
- Section 12. Any building, structure, or improvement, commenced upon any lot shall be complete as to exterior finish and appearance, within 12 months from the commencement date.
- Section 13. No boats with any type of motor will be operated on the lakes or ponds within Hidden Valley Airpark and no trot or set lines allowed.

### ARTICLE III.

#### GENERAL PROVISIONS

- Section 1. The covenants and restrictions of this declaration shall run with and bind the land, and ensure to the benefit of and be enforceable by Hidden Valley Airpark Association, Inc. or the owner of any lands subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of the recording of the ACKNOWLEDGMENT OF BY-LAWS AND RESTRICTIVE COVENANTS OF HIDDEN VALLEY AIRPARK ASSOCIATION INC. or from the date first recorded on any real property within Exhibit A, which ever may be first, after which time said covenants shall be automatically extended for successive ten (10) year **periods in perpetuity** unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.
- Section 2. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at Law or in Equity against any persons, and/or entity, violating or attempting to violate any covenant or restriction, either to restrain violation, by way of injunctive relief; or to recover damages and against the land to enforce any lien created by these covenants, including reimbursement of attorney's fees and cost of court; and failure by the Hidden Valley Airpark Association, Inc., or any owner to enforce any covenant or restriction herein; contained, shall in no event be deemed a waiver of the right to do so thereafter.
- Section 3. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in force and effect.

## ARTICLE IV

### CONTINUING COVENANTS AND RESTRICTIONS

As amended and approved by the Hidden Valley Airpark Association, Inc. on March 28, 2009 and as revised through the date of the recording of this Declaration.

Section 1. The property shall be used and employed for residential and recreational use only, or as approved by the Hidden Valley Airpark Architectural Control Committee and two-thirds (2/3) majority of the membership.

Section 2. Residential structures shall contain a minimum of eighteen hundred (1800) square feet enclosed and no temporary or unfinished structures shall be permitted.

Section 3. Residential structures shall comply with the building codes and municipal ordinances of Hidden Valley Architectural Control Committee and other governing regulations covering this tract of land, at the time of construction.

The sanitary facilities shall meet the State of Texas Health Department requirements.

No structure, residential or otherwise, shall be located on less than one (1) acre and no part of any structure, residential or otherwise, may exist within fifty (50) feet of the property front and rear boundary and twenty (20) feet of the side boundaries, except as approved by the Hidden Valley Airpark Architectural Control Committee and two-thirds (2/3) majority of the membership; that 2/3 must include owners of the immediately adjacent property.

Section 4. No right of way or other part of the property shall be dedicated to the public without the prior consent of two-thirds (2/3) majority of the membership and all roadways dedicated shall have a minimum right of way of not less than fifty (50) feet.

Section 5. All rights of way established or dedicated shall be deemed easements in favor of Hidden Valley Airpark "members in good standing" as defined in the BY-LAWS of the HIDDEN VALLEY AIRPARK ASSOCIATION, INC. and shall in every instance provide minimum of fifty (50) foot easements so as to establish an uninterrupted right of way to all portions. All structures, including mailboxes, must remain outside of the fifty (50) foot easements, except as noted in Section 6.

Section 6. Hidden Valley Airpark Association Inc. is an Airpark and access from all lots to the airstrip tract, including service area, by taxiing aircraft and other vehicles, shall remain available to all Hidden Valley Airpark “members in good standing” as defined in the BY-LAWS of the HIDDEN VALLEY AIRPARK ASSOCIATION, INC. and their assigns; except that in the case of Lots 38, 40, 41, 42, 43, 44, 45, 46, 47, and 48, as shown on the plat of Hidden Valley Estates, dated May 5, 1967, on which taxiing or towing of aircraft will be prohibited, unless abandoned by mutual consent of all Hidden Valley “members in good standing” as defined in the BY-LAWS of the HIDDEN VALLEY AIRPARK ASSOCIATION, INC.

Also, the common area lake on Tract 7 together with its dam structure shall remain available to all Hidden Valley “members in good standing” and their assigns, together with rights of way access thereto, unless abandoned by mutual consent of all Hidden Valley Airpark “members in good standing.”

Aircraft shall have the right of way at all times on rights of way and airstrip tract including service area. The runway and taxiway on either side are to be used exclusively by aircraft for taxiing, takeoffs, and landings except that areas designated as roadways are available for all traffic.

Section 7. The operation, parking, and maintenance of large commercial trucks and other such vehicles weighing in excess of 10,000 pounds shall be prohibited within the confines of Hidden Valley Airpark, except for the delivery of materials or performance of services by outside contractors.

Section 8. All aircraft operating to, from, and on the Hidden Valley Airpark runway shall be limited to a maximum weight of 7200 pounds.

No vehicular traffic or parking of aircraft shall be allowed on the runway at any time.

Section 9. All the real property owned by the members whom have agreed to subject their property to the BY-LAWS and these recorded DECLARATION OF COVENANTS AND RESTRICTIONS of Hidden Valley Airpark Association Inc. as described in Exhibit “C” hereby reaffirms that the BY-LAWS and Covenants and Restrictions of Hidden Valley Airpark Association, Inc. are fully binding and applicable in present and future matters of the Hidden Valley Airpark Association, Inc., and the membership agrees to uphold them.

Section 10. Article III, Section I declares the Covenants and Restrictions shall run with and bind the land, Hidden Valley Airpark Association, Inc., or the owner of any lands subject to this Declaration, their respective heirs, successors, and assigns. All Deeds granted by the Hidden Valley Airpark Association, Inc., included a restriction that states:

“It is expressly understood and agreed that any future sales of the herein described property is restricted to Members of Hidden Valley Airpark Association, Inc., its successors and assigns.”

It is the responsibility of each Member to ensure that this restriction is included in any documents conveying their property, and Hidden Valley Airpark Association, Inc., shall enforce this continuing restriction as necessary for the benefit of the community.

Section 11. These Covenants and Restrictions declare “that the real property described in the BY-LAWS of the Corporation and such additions thereto as may hereafter be made pursuant to the Articles hereof; is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as “Covenants and Restrictions”), hereinafter set forth.”

This section reaffirms that failure to pay charges and assessments as specified in the BY-LAWS is a violation of these Covenants and Restrictions, and may be enforced as provided in Article III, Section 2.

Section 12. Ingress and egress to/from any lot or tract within Hidden Valley Airpark, by motorized vehicles or aircraft, is only permitted through a designated Right-Of-Way that is contiguous to the lot or tract boundary that has been authorized for use and that is owned and controlled by Hidden Valley Airpark Association, Inc.

Members covenant and agree that such conveyance made by members shall contain the above and foregoing covenants, Sections 1 through 12, so as to bind each successor in interest thereto unless abandoned by mutual consent of all Hidden Valley Airpark “members in good standing” as defined in the BY-LAWS of the HIDDEN VALLEY AIRPARK ASSOCIATION, INC.

**CERTIFICATION**

We, the undersigned, and the duly elected and acting President and Secretary of Hidden Valley Airpark Association Inc., a non-profit corporation, and we do hereby certify:

That the within and foregoing DECLARATION OF COVENANTS AND RESTRICTIONS were adopted, ratified and acknowledged as the COVENANTS AND RESTRICTIONS of Hidden Valley Airpark Association Inc. by its Board of Directors and that the same do now constitute the COVENANTS AND RESTRICTIONS of said corporation

President:

Secretary:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name



**COVENANTS AND RESTRICTIONS**

**AFFIDAVIT  
CORPORATION ACKNOWLEDGEMENT**

**STATE OF TEXAS            )**  
**)**  
**COUNTY OF DENTON        )**

**This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ as President and Secretary of HIDDEN VALLEY AIRPARK ASSOCIATION, INC. and known to me (or satisfactorily proven to be) the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of said HIDDEN VALLEY AIRPARK ASSOCIATION, INC. a Texas Corporation and that he/she executed the same as the act of such corporation for the purposes therein expressed and in the capacity therein stated.**

**Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.**

\_\_\_\_\_  
**Notary Public, State of Texas**