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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**TAILWIND AIRPARK**

THIS AMENDED DECLARATION, made this 2<sup>nd</sup> day of May, 2005, by Mark Thompson ("Declarant"), supersedes the previous Declaration made the 18<sup>th</sup> day of July, 2003, by Mark Thompson ("Declarant") filed in Volume 1400, Page 0446 of Van Zandt County Records and shall become effective from this date forward.

**WITNESSETH**

Declarant is the owner of that certain tract of land the "Property" known and described as TAILWIND AIRPARK, the addition to the County of Van Zandt, according to plat thereof (the "Plat") recorded Glide 214B, Plat Records of Van Zandt County, Texas.

Declarant desires to subject the Property to the covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner therein.

NOW THEREFORE, Declarant declares that the Property is and shall be held, transferred, improved, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth (sometimes collectively referred to as the "Covenants and Restrictions").

**ARTICLE I**

**DEFINITIONS**

The following words when used in this declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Declarant" shall mean and refer to Mark Thompson and his successors and any assignee who shall receive by assignment from the said Mark Thompson all or a portion of his rights hereunder as Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.
- (b) "Lot" shall mean and refer to any plot or tract of land shown on the Plat of the Property, together with and all improvements that are now or may hereafter be placed or constructed thereon.
- (c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Property, including contract sellers but excluding those having such interests merely as security for the performance of an obligation.

**ARTICLE II**

**GENERAL PURPOSES OF CONDITIONS**

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The Property is subjected to the conditions, covenants, restrictions and reservations hereby declared to insure proper use and appropriate development and improvements of each building site thereof; to protect the Owners of Lots against such improper use of surrounding Lots as will depreciate the value of their Lots, to guard against the erection thereon of structures built of improper or unsuitable materials to insure adequate and reasonable development of the Property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper set-back from streets, and adequate free spaces between structures; and in general to provide adequately for high quality improvements on the property.

### ARTICLE III

#### CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Each Lot shall be occupied and used as follows:

**SECTION 1. RESIDENTIAL AND AVIATION USE.** The Property is developed and intended for Aviation oriented residential purposes, being located adjacent to, and with access to upon payment of access fee, the THOMPSON FIELD AIRPORT. All lots shall be used for Residential and Aircraft purposes only, and structures shall be limited to (1) one single family residence, which may not exceed two stories in height, and (2) optional attached or detached private garage for two or more automobiles, and (3) and optional Aircraft Hangar.

**SECTION 2. RESTRICTIONS ON RESUBDIVISION.** No Lot or Lots shown on the Plat shall be subdivided.

**SECTION 3. USES SPECIFICALLY PROHIBITED.** Notwithstanding the other sections of this Article 3, the use of any Lot shall be restricted as follows:

(a) No animals, livestock, poultry or birds of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept in reasonable number, provided that they are not kept, bred or maintained for any commercial purpose. Pets must be kept inside, fenced, or on a leash when allowed outside the fence. No pets shall be permitted to run at large. Horses, ponies, goats, sheep, hogs, monkeys, fowl, and cows shall not be deemed as household pets and are not permitted.

(b) No Lot shall be used or maintained as a camping ground or storage area. Trash, garbage or other waste shall not be kept except in sanitary containers, contents of which are to be removed from Tailwind property on a weekly basis. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

(c) No lawn equipment, motorcycles, trailers of any kind, boats, mobile homes, one ton and larger trucks, campers, or inoperable vehicles may be parked temporarily or permanently on any Lot unless under proper structure as approved by the Architectural Control Committee.

(d) The owner of each lot shall keep the same neatly mowed, clean, and free of debris. Upon failure to do this, the Architectural Control Committee will notify the owner personally or by certified mail. If the owner does not clean the lot within 21 days, the Committee may have the lot cleaned at the lot owner's expense.

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(e) No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as recommended by local health and zoning authority. Portable facilities may be used for special occasions and at time of building construction only and must be removed within 24 hours of the end of the occasion or completion of construction.

**SECTION 4. MINIMUM BUILDING SQUARE FOOTAGE.** The total habitable floor area of the residential structure, detached from the hangar building, on each Lot shall have the following square footage restrictions that are exclusive of patios, garages, porches, sunrooms and other outbuildings:

(a) One-story structures shall have a minimum of 1,900 square feet.

(b) One and one-half and two-story structures shall be a minimum of 1,700 square feet ground floor area with a total of 1,900 square feet.

**SECTION 5. BUILDING MATERIALS.** The exterior walls of each residential building constructed or placed on a Lot shall be of at least 60% brick, stucco, rock or stone. Vinyl siding may be used with a combination of brick, stucco, rock or stone. All building materials must be approved in writing by the Architectural Control Committee. The exterior walls being defined as exterior surfaces less windows, doors, louvers, covered porches, or other decorative features that may be approved after plans and specifications are submitted.

**SECTION 6. SIDE LINE AND FRONT LINE SET BACK RESTRICTIONS.** All residences or dwellings erected or placed on any Lot on the property shall face the road or street adjacent to the Lots as shown on the Plat or as prescribed in the deed from Declarant conveying the same, unless otherwise required by the Architectural Control Committee. No portion of such dwelling or residence shall be nearer to the road or street property line of said Lot than as designated on the Plat. No structure of any kind (dwelling, out building, etc.) shall be nearer to any inside line of any Lot than five (5) feet or five percent (5%) of the average width of the Lot at the building line, taxiway edge, whichever is smaller. No trees shall be planted where the drip line (when the tree is fully-grown) exceeds the property line.

**SECTION 7. TEMPORARY STRUCTURES.** In no instance shall more than one dwelling or residence be erected or placed on any one Lot as the same is shown on the Plat. Any garage, hangar, and/or servant's quarters, habitable or not, erected more than 270 days prior to the completion of the main dwelling or residence shall be considered temporary structures. Any mobile home, trailer, basement, tent, shack, garage or other habitable area erected or placed on any Lot shall be used as a residence temporarily while permanent residence is being constructed. Any structure of a temporary character shall be used as a residence for 270 days only.

**SECTION 8. FENCES.** No fence or wall higher than 4 feet shall be permitted to extend nearer to any street than the front line of any dwelling or residence. Fences erected between adjoining lots and back lot lines may be built directly on the property line. Such restriction shall not apply to any fences or walls that may be constructed by Declarant. Such fences or walls erected by

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Declarant, if any, shall become the property of the Owner of the Lot on which same are erected and as such shall be maintained and repaired by such Owner.

**SECTION 9. SIGNS.** No sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than 24 inches by 24 inches, advertising the Lot for sale, or signs used by a builder to advertise the Lot during the construction and sale period.

**SECTION 10. ROOF, ANTENNAS, AND SERVICE FACILITIES.** Roofs of the residential dwelling shall have a pitch of no less than 6 inches in 12 inches. A built-up roof may not be used on the dwelling structure. No Antennas shall extend, in total height, more than ten (10) feet above the roofline. Clotheslines or other service facilities must be constructed so as not to be viewed from any taxiways.

**SECTION 11. NOXIOUS OR OFFENSIVE TRADE.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood or any of the Owners thereof or those claiming under them, whether heirs or vendees. No goods, construction equipment, materials or supplies used in connection with any trade, service or business will be placed outside on any lot at any time. However, it is expressly declared that aviation-oriented activities are expected and welcomed, and no Owners shall ever claim the same to be noxious or offensive, any annoyance, or a nuisance to the neighborhood.

**SECTION 12. CONSTRUCTION RESPONSIBILITIES.** Any damage to taxiways, ditches or any other damage resulting from construction activities on the Lot will be the responsibility of the Owner of said Lot. Owner will also be responsible for providing clean-up of taxiways if necessary as a result of construction activities. The owner and/or builder shall not allow any trash, debris, or building materials to be thrown, blown, or placed on any adjoining lot(s) or taxiways. Upon completion of construction of all buildings on any and all Lots, the Owner and/or builder shall immediately remove from the premises all trash, debris, and excess building materials.

**SECTION 13. AIRCRAFT HANGAR BUILDING.** At the time of construction of a residential dwelling, each Owner may also construct an Aircraft Hangar, but no Aircraft Hangar shall be constructed on any lot without also constructing a residential dwelling. With written Architectural Control Committee approval, the Aircraft Hangar can be integrated into the residential dwelling only if the total habitable heated and cooled ground floor space of the residential dwelling, one or two story, is at least 40% larger than the hangar building, excluding porches, sunrooms, patios or garages. Each detached Aircraft Hangar constructed shall be constructed to the following requirements and specifications.

(a) Each Hangar shall be constructed having a minimum of 1600 square feet of enclosed floor area with a minimum width of 42 feet and a minimum depth of 32 feet.

(b) Each Hangar Building must be totally enclosed and no side may be more than 22 feet longer than any other side.

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(c) Each Hangar Building shall have a minimum inside height of 12 feet and a maximum inside height of 22 feet.

(d) Each Hangar Building shall be constructed with suitable sliding, bi-fold, or overhead door arrangements to accommodate ingress and egress of aircraft, and having a door opening of not less than 42 feet in width and not less than 12 feet in height.

(e) All detached Hangar Buildings shall be totally enclosed, have a pitch of no less than 2 inches in 12 inches, the exterior constructed of a commercial grade of metal, two (2) colors and guttered, no corrugated, galvanized or galvalume. Hangar Buildings may also be constructed of materials complimentary to the house exterior. Exteriors and plans to be approved by the Architectural Control Committee before construction.

(f) No portion of the Aircraft Hangar shall be nearer to the aircraft taxiway property line of the Lot more than five (5) feet, and no portion of the Hangar shall be nearer to any inside line of any Lot than five (5) feet or five percent (5%) of the average width of the Lot at the building line, taxiway edge, whichever is smaller.

(g) Aircraft shall not be parked or tied down on a Lot outside of the Aircraft Hangar Building, excepting only temporary guests of the Owner, and such temporary outside parking or tie-down shall not exceed forty-eight hours.

**SECTION 14. LANDSCAPE.** At a minimum, there shall be sufficient landscaping to hide the foundation line of each building on the Lot. All areas of each Lot viewable by onlookers shall be regularly mowed and trimmed to maintain the Lot in a neat and attractive manner. No hedge shall be placed on any Lot nearer to any front Lot line than is permitted for buildings on said Lot. All hedges shall be trimmed to a height not taller than six (6) feet.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL COMMITTEE

**SECTION 1. THE ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee (herein the Architectural Control Committee) shall be appointed by Declarant and shall be initially composed of three (3) members, all of whom shall be residents of Van Zandt County, Texas to provide for architectural control and design for the Property and to have and exercise the other powers granted to it hereunder. The Architectural Control Committee may designate a representative or representatives to act for it. During such time as Declarant owns a beneficial interest in any land within the Property, Declarant shall have sole authority to (1) change the membership of the Architectural Control Committee; (2) designate a successor to the Architectural Control Committee; and (3) substitute another member in place of any member of the Architectural Control Committee who is for any reason unwilling or unable to serve. From and after the date that Declarant shall no longer own a beneficial interest in any land situated within the Property, said authority shall vest in a majority of the Owners of the Lots. Actions of the Architectural Control Committee will be by majority vote of its members. Neither the

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members of the Architectural Control Committee nor its designated representatives shall be entitled to any compensation for any services performed by it.

**SECTION 2. ARCHITECTURAL CONTROL.** No structures shall be erected, placed or altered on any Lot in the Property until the building plans and a plot plan showing the location of the building on the Lot, have been approved in writing by the Architectural Control Committee as to the conformity and harmony of exterior design with existing structures on the Property, and as to location with respect to topography and finish grade elevation. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty days after they have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and this Article 4 shall be deemed to have been fully complied with.

#### ARTICLE V

##### GENERAL PROVISIONS.

**SECTION 1. DURATION.** These restrictions and covenants herein set forth are hereby declared to be covenants running with the land and shall continue and be binding upon the Declarant and upon his successors and assigns for a period of ninety-nine years from the date this instrument is filed for record in the office of the County Clerk of Van Zandt County, Texas, and shall be automatically extended thereafter for successive periods of twenty-five years; provided, however, that the owners of more than seventy-five per cent of the Lots shown on said plat may release all the Lots hereby restricted from these restrictions or restrictions created by Deed from the Declarant at the end of the first twenty-five year period thereafter, by executing and acknowledging any appropriate agreements in writing for the recording of land instruments at least five years before the expiration of said twenty-five year period.

**SECTION 2. ENFORCEMENT.** If any of the Owners or their heirs or assigns shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of the Lots in the Property may enforce these Covenants and Restrictions by proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to restrain violation and/or recover damages for such violation, including but not limited to all attorneys fees and Court costs expended in connection therewith.

**SECTION 3. EFFECT OF VIOLATION OF COVENANTS ON EXISTING LIENS.** Violation of or failure to comply with any of these restrictions, covenants, and conditions shall in no way affect the validity of any lien securing the payment of a bona fide debt existing at the time of such violation or subsequent thereto.

**SECTION 4. AMENDMENTS.** As long as Declarant owns any Lots in this addition, these restrictions can be amended by action solely of the Declarant.

**SECTION 5. SEVERABILITY.** Invalidation of any of these covenants, restrictions and conditions by judgment or court order, or the failure to enforce any provision, shall in no way affect any other provision which shall remain in full force and effect.

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#### ARTICLE VI

##### FAILURE TO CONSTRUCT RESIDENTIAL DWELLING

The Owner of a Lot shall construct a residential dwelling upon the Lot and/or an Aircraft Hangar building on the Lot, if any Owner of a Lot does not construct thereon a Residential Dwelling on the Lot with 270 days following completion of the Aircraft Hangar Building, then upon demand of the Architectural Control Committee and/or the Owner of any other Lot, said owner shall forthwith commence and complete such required uncompleted construction of the building which has not been so completed, and upon failure to do so, the Owner of said Lot containing such uncompleted construction shall forthwith remove all structures commenced or completed thereon. All construction of every nature commenced on any Lot shall be pursued to completion with reasonable diligence in the ordinary course of construction business.

#### ARTICLE VII

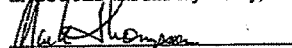
##### NO RIGHT OF USE OF AIRCRAFT TAXIWAY AND RUNWAY

Neither this Declaration of Covenants, Conditions and Restrictions, nor the ownership of all or any part of a Lot located in the subject Addition shall entitle the Owner of said Lot to use the adjacent Aircraft Taxiway or the Airport Runway. Such right of use of the Aircraft Taxiway and the Airport Runway is acquired only by separate License Agreement, by the terms of which the Owner of the Aircraft Taxiway and the Runway grants a License for use of the same to each Owner of a Lot, and which License is not assignable, excepting only upon sale of a Lot the same may be assigned to the Purchaser thereof conditioned that all license fees are paid and current to the time of such assignment.

NOTICE. Tailwind Airpark is an airport community, and owners should be aware that there will be aircraft operations on the runway and taxiways, which are an integral part of the community. All aircraft will have the right-of-way and priority over all land vehicles. Aircraft "run-up" shall be done in such a manner as to not create a nuisance or cause damage to the property of others. No motor vehicle is allowed on taxiways or runways except as approved by the Committee.

The headings contained in the Declaration are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Declaration.

EXECUTED this 2nd day of May, A.D., 2005

  
Mark Thompson, Declarant

THE STATE OF TEXAS  
COUNTY OF VAN ZANDT

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mark Thompson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE, this 2nd day of May A.D., 2005

Ruthie McAtee  
Notary Public, State of Texas



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FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On May 02, 2005 at 10:30M  
Document Number: 00018195  
Amount: \$2.00  
By  
Elizabeth Gierke, Linncoford  
County Clerk,  
Van Zandt County

STATE OF TEXAS COUNTY OF VAN ZANDT  
I hereby certify that this instrument was filed in  
the public records office of the State of Texas and  
received in the office of the County Clerk of Van Zandt County  
as stated herein by me.  
May 02, 2005

Elizabeth Gierke, County Clerk  
Van Zandt County