DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PIONEER CROSSING

PREAMBLE

This Declaration of Covenants, Conditions, and Restrictions is made effective July 2020 ("Effective Date"), by Chad Bushaw ("Declarant"), whose mailing address is 301 Measures Road, Weatherford, Parker County, Texas 76088.

RECITALS

- A. Declarant is the owner of all that certain real property ("the Property") located in Parker County, Texas, called out of the T & P RR Co. Survey Section 215, Abstract No. 1479, and the T&P RR Co. Survey, Section 199, Abstract No. 1476, Parker County, Texas, that is legally described on the attached Exhibit "A."
- B. Declarant has devised a general plan for the entire Property as a whole ("Pioneer Crossing"), a subdivision in Parker County, Texas, with specific provisions for particular parts and parcels of the Property including single family residential purposes. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period of time.
- C. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, Declarant, and each successive owner of an interest in the Property.
- D. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE I DEFINITIONS

- 1.01 "Declarant" means Chad Bushaw and his successors and assigns.
- 1.02 "Developer" means Declarant and his successors and assigns who acquire a majority of the previously unsold, developed or undeveloped, lots from Declarant for the purpose of development.
 - 1.03 "Development" means and refers to the subdivision of Pioneer Crossing.

- 1.04 "Lot" means the plots of land shown on the plat and subdivision map recorded in the Plat Records of Parker County, Texas (the "Plat"), and identified as Lot 1 through and including Lot 100, on which there is or will be built residential or other structures. "Lot" does not include the plot identified as Lot A, Common Area.
 - 1.05 "Resident" means any resident of the Development."
- 1.06 "Owner" means the record owner or owners of the fee simple title to any lot or portion of a lot in the Property on which there is or will be built residential or other structures. "Owner" includes contract sellers but excludes persons having only a security interest. An "Owner" may be (a) a "Lot Owner," if no residence has been built on the lot; (b) a "Builder Owner," if owned by a professional homebuilding company that is in the business of building homes and purchased the lot to build a home for sale; or (c) a "Home Owner" who owns a lot with an approved residential structure on the lot. An Owner will be considered a "Builder Owner" if so designated by the Developer.
- 1.07 A "qualified person" means a person who is a licensed architect, landscape architect, general contractor, developer, licensed realtor, professional homebuilder, or attorney.

ARTICLE II PLAN REVIEW AND APPROVAL

- 2.01 <u>PLAN REVIEWER</u>. Developer, his successors or assigns, shall review plans and specifications for residential structures, outbuildings, and other structures as specified in this Article II and for plan review purposes shall hereinafter be referred to as "Plan Reviewer."
- 2.02 <u>APPROVAL OF PLANS AND SPECIFICATIONS</u>. The Plan Reviewer must review and approve in writing all of the following projects on the Property:
 - (a) Construction of any residential dwellings, out building, fence, wall, or other structure.
 - (b) Exterior additions or structural changes or alterations to residential dwellings, out buildings, fences, walls or other structures.
- 2.03 APPLICATION FOR APPROVAL. To obtain approval to construct any project described in Paragraph 2.02 or elsewhere in this document, an Owner must submit an application to the Plan Reviewer including the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors and location of the proposed work on the lot and must include illustrations, photos, renderings, or front, side, and rear elevations to scale. Plans must show the location of the work, drawn to scale, on a survey or copy of the survey of the lot. It is the responsibility of the Owner to submit plans in advance of construction. If construction begins before plan approval and Developer becomes aware that construction has begun, Developer may order the Owner to cease construction operations until such time that plans meeting the restrictions are submitted, reviewed and approved. Any structure started or completed

without prior approval is subject to any remedies available under the law, including requiring the Owner, at the expense of the Owner, to make any and all changes necessary to bring the structure into compliance with these Covenants, Conditions, and Restrictions.

- 2.04 <u>STANDARD FOR REVIEW</u>. The Plan Reviewer shall review applications for proposed work in order to (1) check conformity of the proposed work with these covenants, conditions, and restrictions and (2) promote harmony of external design in relation to surrounding topography and the community as a whole. An application can be rejected for providing insufficient information.
- 2.05 <u>VARIANCE</u>. The Plan Reviewer shall have the option, but not the obligation, to grant a variance to any covenant, condition, or restriction contained herein, so long as Plan Reviewer, in his sole judgment, deems the variance will not negatively impact the subdivision or Owners.

ARTICLE III EXTERIOR MAINTENANCE

3.01 EXTERIOR MAINTENANCE. If any Owner of any lot fails to maintain the premises in a neat and orderly manner, the Developer shall have the right, but not the obligation, through its agents and employees to enter the lot in order to repair, maintain, and restore the lot, and the exterior of any buildings and other improvements located on the lot, including landscaping, all at the expense of the Owner. Prior to taking action, Developer shall make at least two (2) reasonable attempts to notify Owner of violation of this provision by contacting Owner at the residence and address on file with the Parker County Appraisal District. If action is taken and Owner fails to reimburse the Developer for expense of repairing, maintaining, or restoring the lot to a neat and orderly state, Developer may file a lien against the lot in equal to all expenses incurred for such action, including filing fees and legal fees.

ARTICLE IV USE RESTRICTIONS AND ARCHITECTURAL STANDARDS

Restricted Use -Single Family Residential, Farm & Ranch

- 4.01 <u>Lots</u>. Lots shall be used for single-family residential or farm and ranch purposes subject to approval of Developer, and subject to the restrictions on Animals noted in Paragraph 4.11.
- 4.02 MINIMUM CONSTRUCTION REQUIREMENTS. Each residence shall have a minimum contiguous interior living area of 2,200 square feet, exclusive of garages, porches, or patios. At least eighty-five percent (85%) of the exterior of each Residence and eighty-five percent (85%) of the first floor of the Residence, exclusive of glass and doors, shall be in masonry, brick, brick veneer, stone, or stone veneer materials approved by the Plan Reviewer. All exterior construction shall be of new materials and shall be natural or Plan Reviewer-approved natural-appearing materials.

4.03 <u>Garages</u>. Each Residence shall have a garage capable of housing at least two (2) vehicles. No garage or accessory improvements shall exceed in height the residence or dwelling unit to which it is appurtenant. No garage shall have a vehicular access door or opening which faces any public right-of-way except for corner lots and side entrance garages. All garages shall correspond in style, architecture, and exterior building materials with the Residence to which it is appurtenant.

4.04 Accessory Improvements.

- (a) A building that is immediately accessory to the Residence and other similar improvements to the Residence, such as a detached garage, maid's quarters, guest house, or cabana may be allowed, provided it conforms to the same style and architecture and is constructed of the same materials as the Residence and is approved by the Plan Reviewer.
- (b) Storage buildings, shops, and other similar buildings and improvements constructed on a lot that are at least twenty-five (20) feet behind the rear plane of the Residence, shall be allowed. Said structures shall (i) be no larger than sixty percent (60%) of the square footage of the Residence, (ii) conform to the same style as the Residence, including trim of two colors, and (iii) be subject to approval of the Plans by the Plan Reviewer.
- 4.05 <u>COMPLETION OF CONSTRUCTION</u>. Residential dwelling must be completed within twelve (12) months of commencement of construction, while complying with the restrictions set forth herein.

4.06 SETBACKS.

- (a) All residential or other structures built on Lot 1 through and including Lot 100 must be a minimum distance of seventy-five feet (75') from the centerline of the road. All lots shall have a minimum setback of twenty-five feet (25') from side property lines. If the minimum distances as specified in this paragraph differ from those shown on the final plat, the greater requirement shall apply. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot. If two or more lots, or portions of two or more lots, are consolidated into a building site in conformity with Paragraph 4.16, these building setback requirements shall apply to the resulting building site as if it were one original, platted lot.
- (b) Lot 5 through and including Lot 8 in Block C must face end enter on Pioneer Crossing Road.

4.07 FENCING AND WALLS.

(a) All fencing is to comply with the requirements designated below and must be as specified by Owner and approved by the Plan Review prior to the beginning of construction. As noted in Article II, fencing materials and placement of the fence are to be submitted to and approved by the Plan Reviewer.

- (b) Fencing shall be constructed of natural stone, brick or wrought iron-style metal, pipe, pipe and cable, stone, or other materials deemed acceptable by the Plan Reviewer.
- (c) It shall be the Owner's responsibility to maintain any walls or fences so that such improvements remain in an attractive, well-kept condition. Fences shall not exceed six feet (6') in height.

4.08 Driveways.

- (a) Culvert sizes are to be determined by the County Commissioner, or by a licensed Civil Engineer at the request of the County Commissioner. Lot Owner or Builder Owner shall consult with County Commissioner before installing a culvert. Culvert ends must be finished with masonry materials.
- (b) For all lots, Lot Owner shall construct a concrete driveway which shall be at least twenty feet (20') wide, not including the tapered concrete edges around the culverts, and must include a setback for the mailbox of a minimum of two feet (2') from the edge of the pavement.
 - (c) Driveways may not be nearer the side property line than ten feet (10').
- 4.09 <u>Sewage Disposal</u>. Each Owner must install an aerobic septic system for sewage disposal or any other system that complies with Applicable Law. All septic systems must be installed by a state certified licensed installer and must be permitted and inspected by authorized representatives of Parker County. Septic Systems must be inspected by a state certified licensed installer every three years and must be regularly maintained so as to remain fully functional. No outside toilets or cesspools will be permitted.

4.10 WATER WELLS.

- (a) The Owner of each lot shall have the right, subject to the approval of and permitting by all appropriate governmental authorities, to have and maintain no more than one (1) producing water well on the lot for the Owner's personal and domestic consumption in connection with the ownership of that lot. In the event the well authorized by this paragraph does not provide sufficient amounts of water for the Owner's personal and domestic consumption, the HOA may allow an additional well or wells as reasonably required. Each Owner is strictly prohibited from selling any water commercially from any well. The drilling and operation of any well shall meet the approval of all federal, state, county, or municipal regulatory authorities entitled by law to approve, regulate, or supervise same, and obtaining such approval and the cost thereof shall be the sole responsibility of the Owner.
- (b) Declarant makes no representation or warranty of any kind, express or implied, with respect to: (i) whether the Owner will be allowed by appropriate governmental authorities to drill a water well, (ii) whether water will be found on any lot, (c) the quantity of water available to any lot now or in the future, or (iii) whether

any water found on any lot will be potable (safe to drink). Each Owner acknowledges that the topography of any given lot may affect the availability, quality, or quantity of any water.

4.11 <u>ANIMALS</u>.

- (a) No swine (pigs or hogs), roosters (chicken), or poultry of any kind shall be raised, bred, or kept on any lot; provided, however, that a chicken coop (with a maximum of ten (10) hens, no roosters) may be permitted subject to Developer approval. Chicken coops must be built at the rear of the lot or in a wood line of the Lot and must be screened and discreet. Absolutely no roosters.
- (b) Dogs, cats, or other common household pets may be kept on a lot. No more than four dogs will be permitted on any lot. Dogs will not be permitted to run loose in the subdivision and must be kept in a kennel, dog run, or fenced-in area that confines said dog(s) to dog owner's lot. Dogs must be vaccinated for rabies according to Federal, State, or Local law.
- (c) Owners shall be limited to one (1) horse, cow, or other approved large animal per acre, and only if property is fenced with fencing capable of containing such animal(s).
- Recreational Vehicle ("RV") or Coach ("Coach") shall be allowed during construction of the residence for not more than twelve (12) months but must be registered with the Developer. An Owner may allow a guest(s) to park an RV or Coach on Owner's lot, to the side or rear of the home, for visits totaling not more than four (4) weeks during any consecutive 365-day period. An RV, Touring Coach, or Boat may be stored on the lot, but must be parked to the rear of the home. If an RV, Coach, Boat, and/or Trailer is stored on a lot, but not in an enclosed structure, then Owner shall not store such within twenty-five feet (25") of the property line unless written approval is obtained from the adjoining, impacted Owner. For lots less than four (4) acres, if Owner plans to permanently store an RV, Coach, Boat, and/or Trailer on a lot, Owner must construct an approved storage structure or plant trees/shrubs of adequate size, if none are naturally present, to screen such from neighboring property owner's view.
- 4.13 COMMERCIAL TRUCKS, SCHOOL BUSES, INOPERABLE, AND WRECKED VEHICLES. No commercial truck, school bus, inoperable vehicle or wrecked vehicle shall be allowed on a lot within view of any street or from any other Owner's lot. No commercial truck shall be left parked in the street in front of any lot, except for construction and repair equipment while a residence is being built or repaired in the immediate vicinity. Nothing contained in this paragraph is intended to prevent Owner from owning and storing a vehicle for restoration, so long as vehicle is stored in compliance with these Covenants, Conditions, and Restrictions. Further, nothing contained within this paragraph is intended to prevent Owner from owning and storing a truck used for Farm and Ranch purposes so long as said truck is stored behind or within an appropriate structure or at the rear or side of the lot nearest the trees.
- 4.14 <u>DIRT BIKES, GO CARTS, AND DIRT BIKE TRACKS</u>. No motorized dirt bike, go cart, mini-bike or similar shall be allowed, nor shall a dirt bike track be constructed on any lot.

- 4.15 <u>RE-SUBDIVISION</u>. No lot shall be re-subdivided or split except as allowed in Paragraph 7.01.
- 4.16 <u>Consolidation</u>. Any person owning two or more adjoining lots may consolidate those lots into one lot with the privilege of constructing improvements thereupon, as permitted by this Declaration.
- 4.17 <u>Prohibited Residential Uses</u>. Only structures approved for residential use by the Plan Reviewer shall be used at any time as a residence.
- 4.18 TREE HOUSES AND PLAY STRUCTURES. Tree houses and other play structures for children are allowed; however, if these structures are greater than forty (40) square feet, Owner must submit plans and get approval in advance of construction or placement on the lot.
- 4.19 <u>BUSINESS SIGNS</u>. No business sign of any type shall be allowed on any lot except for signs advertising the property for sale or rent. Sale or rent signs shall not exceed 6 (six) square feet.
- 4.20 <u>MINING PROHIBITED</u>. No mineral quarry or mining operations of any kind shall be permitted on any lot. No mineral excavation shall be permitted on any lot. No structure designed for use in boring for minerals shall be erected, maintained or permitted on any lot.
- 4.21 <u>Rubbish, Trash, and Garbage</u>. No lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers.

4.22 Drainage/Impoundment of Surface Water.

- (a) The existing creeks, ponds, and drainage channels traversing along or across portions of the Property will remain as open channels at all times and will be maintained by the Owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots. Each Owner shall keep the natural drainage channels traversing or adjacent to his lot clean and free of debris, silt or any substance which would result in unsanitary conditions or any obstruction of the natural flow of water.
- (b) No building or structure shall be placed, nor shall any material or refuse by placed or stored, on any lot within ten feet (10') of any edge of any open water course.
- 4.23 <u>Landscaping</u>. Each residence shall be landscaped and sodded on the front and side yards (entire front, sides, and thirty-five feet (35') into the back yard) within one hundred and twenty (120) days after the date on which the carpet has been installed in the Residence or, if there is no carpet. Within one hundred and twenty days (120) of the floors being finished. The landscaping of each lot shall be principally grass sod unless otherwise approved in writing by the Plan Reviewer. The Owner shall keep the yard sufficiently watered to ensure adequate growth of the grass.
- 4.24 TREES AND SHRUBS. For all Lots, at least two (2) three-inch (3") caliber oak trees or other trees approved by the Plan Reviewer shall be planted in the front yard area at the

completion of construction of the Residence. This requirement will be waived by the Plan Reviewer if, in the opinion of the Plan Reviewer, adequate existing trees are retained.

- 4.25 <u>EXTERIOR HOME COLORS</u>. Exterior home colors must be approved by the Plan Reviewer. Preferred color finishes include subdued earth or natural tones.
- 4.26 <u>AIR CONDITIONING WINDOW UNITS</u>. There shall be no window units allowed on a primary residential dwelling. A window unit or PTAC unit may be installed on a secondary structure if appropriately obscured, as determined by the Plan Reviewer, from the view of the street and adjacent lots.
- 4.27 <u>Swimming Pools</u>. All swimming pools shall be constructed below ground. No above-ground swimming pools shall be allowed.

ARTICLE V EASEMENTS

5.01 <u>RESERVATION OF EASEMENTS</u>. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Right of use for ingress and egress shall be available at all times over any dedicated easement for purposes of installing, operating, maintaining, or repairing any utility or removing any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation or removal of such utility.

ARTICLE VI FEES AND ASSESSMENTS

- 6.01 <u>FEES</u>. Each Owner of a residence shall pay a mailbox fee of Two Hundred Fifty Dollars (\$250.00) and an annual fee of One Hundred Dollars (\$100.00) for maintenance of the entrance and utility bills for street lights.
- 6.02 <u>Purpose of Assessments</u>. The Annual Assessments provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and Occupants of the Development and otherwise for the general upkeep and maintenance of the Development, including, specifically, the Common Areas and any Improvements thereto, all as may be more specifically authorized from time to time by Declarant.
- 6.03 <u>COMPUTATION OF ANNUAL ASSESSMENTS</u>. Commencing with the fiscal year which begins January 1, 2020 (*i.e.*, from January 1, 2020, through December 31, 2020, which period is hereinafter referred to as the "Base Year"), and annually thereafter, Declarant shall determine and approve annually an annual budget covering the estimated expenses for the Common Areas of the Development for the upcoming year. Each Owner shall pay his prorated share.

6.04 Notice of Meetings and Quorum.

- (a) Written notice of any meeting called for the purpose of taking any action authorized in this Article VI shall be sent to all Owners not less than ten (10) days nor more than fifty (50) days in advance of such meetings. The presence in person or by proxy of Owners entitled to cast over 50% of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement but the required quorum at the subsequent meeting shall be the presence in person or by proxy of Owners entitled to cast at least one-third (1/3) of the total votes. At such times as a quorum is obtained, the vote of a majority of the Owners who are voting in person or by proxy at such meeting shall be required to approve any matter in which all of the Owners are entitled to vote, including any increase in the amount of Annual Assessments in excess of the limitations specified in Paragraph 6.04(c) above.
- (b) With respect to all other meetings of the Owners, there shall be no specific requirement establishing a quorum and the vote of a majority of the Owners who are voting in person or by proxy at any such special meeting shall be binding on all of the Owners.
- 6.05 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The Annual Assessments provided for herein shall commence as to each Lot or Dwelling on the day on which such Lot or Dwelling is conveyed to a person other than Developer or Builder Owner and shall be due and payable in such manner and on such schedule as may be established from time to time by Declarant. Annual Assessments shall be adjusted for each Lot or Dwelling according to the number of months then remaining in the fiscal year and the number of days then remaining in the month in which such Lot or Dwelling is conveyed. Annual Assessments for Lots and Dwelling within any portion of the Additional Property hereafter submitted to the terms of this Declaration shall commence with respect to each such Lot or Dwelling on the date on which such Lot or Dwelling is conveyed to a person other than Developer or Builder Owner, subject to proration and adjustment according to the number of months then remaining in the fiscal year and number of days then remaining in the month in which such Assessments commence. Notwithstanding anything provided herein to the contrary, Developer or Builder Owner shall not be responsible for the payment of Annual Assessments on any Lots or Dwellings which it owns in the Development. Furthermore, for so long as Developer is the Owner of any Lot or Dwelling within the Development, and at such times as Developer no longer has any interest in any Lot or Dwelling within the Development, except for a Dwelling used for a personal residence, Developer shall have no further obligation of any nature to pay any Assessments or otherwise fund any deficits relating to the Common Expenses or the Common Areas.
- 6.06 <u>CERTIFICATES</u>. Declarant shall, upon request and at such reasonable charges as may from time to time be adopted by Declarant, furnish to any Owner a certificate in writing setting forth whether the Assessments for which such Owner is responsible have been paid and, if not paid, the outstanding amount due and other costs and expenses due from such Owner. Such certificate shall be conclusive evidence of payment of any Assessments stated therein.

ARTICLE VII GENERAL PROVISIONS

7.01 <u>RESERVATIONS</u>.

- (a) The undersigned Declarant reserves the right from time to time as it may see fit by amended dedication or otherwise to re-divide and replat any property shown on the attached plat and owned by Declarant; to change the size of any tract or tracts shown in this or any subsequent dedication or plat of said property; to change the location of streets and easements prior to the time the same shall actually have been opened for public use or availed of by the public or by public utilities, all without the consent of any person owning any of the property described hereinabove; provided, however, that no change shall operate to deprive any then owner of property in said addition of reasonable access to its property or shall result in reducing the frontage or depth of any tract or plot now shown on the attached plat to a number of feet less than the footage and depth of the smallest tract or plot shown on the attached plat.
- (b) The undersigned may include restrictions other than those set out herein, in any contract or deed to any tract or lot without otherwise modifying the general plan above outlined, and such other restriction shall inure to the benefit of and bind the respective parties in the same manner as though they have been expressed herein.
- 7.02 ENFORCEMENT. No covenant, condition, restriction, reservation, recommendation, or anything else contained herein is deemed in any way to change, alter or amend the law of the United States of America, the State of Texas, the County of Parker, or any other governmental body having jurisdiction. The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, and reservations imposed by this Declaration. Enforcement may be against any person or persons violating or attempting to violate any covenant, condition, restriction, or reservation either to restrain such violation or to recover damages. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation thereafter. All waivers must be in writing and signed by the party bound.
- 7.03 <u>SEVERABILITY</u>. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.
- 7.04 <u>COVENANTS RUNNING WITH THE LAND</u>. These covenants, conditions, restrictions, and easements are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the Property and shall be binding on all parties having right, title, or interest in Property in whole or in part, and their heirs, successors, and assigns. These covenants, conditions, restrictions, and easements shall be for the benefit of the Property, each lot, and each Lot Owner. Further, they shall be referred to, adopted and made a part of each and every contract and deed executed by and on behalf of the undersigned or from an Owner to a future Owner conveying said property or any part thereof to all such intents and purposes as though incorporated in full therein; and each such contract and deed shall be conclusively held to have been so executed and delivered and accepted upon the expressed conditions herein stated.

- 7.05 <u>Use of the Lake</u>. The Lake is intended for the use and benefit of all Lot Owners. Access to the Lake shall only be available through Common Areas and roads. There shall be absolutely no access to the Lake over or through the private property of Lot owners with property bordering or adjoining the Lake. Any and all use of the Lake shall be at the sole and exclusive risk of the user. Developer makes no representation or warranty of any kind or nature regarding the fitness of the Lake for any purpose or use.
- 7.06 <u>DURATION AND AMENDMENT</u>. The covenants, conditions, and restrictions of the Declaration shall be effective for a term of twenty (20) years from the date the Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by more than fifty percent (50%) of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than seventy-five percent (75%) of the Owners. Neither any amendment nor any termination shall be effective until recorded in the deed/subdivision records of Parker County, Texas, and all requisite governmental approvals, if any, have been obtained.
- 7.07 <u>ATTORNEY'S FEES</u>. If any controversy, claim, or dispute arises relating to this instrument, its breech, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
- 7.08 <u>LIBERAL INTERPRETATION</u>. The Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

[Signature Page Follows]

This Declaration is executed this the 4 day of 5000, at Weatherford, Parker County, Texas.

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF PARKER

This instrument was acknowledged before me on this the 22 day of _ 2020, by CHAD BUSHAW.

My commission expires

Notary Public, State of Texas

SHANNA SLIMP Notary Public, State of Texas Comm. Expires 05-02-2023 Notary ID 266041-8

EXHIBIT "A"

- Lots 1 30, Block A. PIONEER CROSSING, an addition to Parker County, Texas, according to the plat recorded in Cabinet E, Silde 525, Plat Records, Parker County, Texas.
- Lots 1 35, Block 8 PIONEER CROSSING, an addition to Parker County, Texas, according to the plat recorded in Cabinet E, Slide 525, Plat Records, Parker County, Texas.
- Lots 1 22, Block C. PIONEER CROSSING, an addition to Parker County, Texas, according to the plat recorded in Cabinet E, Slide 525, Plat Records, Parker County, Texas.
- Lots 1 13, Block D. PIONEER CROSSING, an addition to Parker County, Texas, according to the plat recorded in Cabinet E, Slide 525, Plat Records, Parker County, Texas.

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FILED AND RECORDED

Lila Deakle

OFFICIAL PUBLIC RECORDS

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Fee: \$74.00

Lila Deakle, County Clerk Parker County, Texas

RESTRICT