



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BITTERSWEET SPRINGS**

PREAMBLE

This Declaration of Covenants, Conditions, and Restrictions is made effective June 8, 2021 ("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 F. Liddy Survey, Abstract No. 829, 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 ("Bittersweet Springs"), 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 Bittersweet Springs.

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 Lots 1-29, Block A; Lots 1-110, Block B; Lots 1-11, Block C; Lots 1-7, Block D; and Lots 1-7, Block E, on which there is or will be built residential or other structures.

1.05 "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 Developer.

1.06 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 PLAN REVIEWER. 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 APPROVAL OF PLANS AND SPECIFICATIONS. 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 Section 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 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 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

Owner, at the expense of Owner, to make any and all changes necessary to bring the structure into compliance with these Covenants, Conditions, and Restrictions.

2.04 STANDARD FOR REVIEW. 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 VARIANCE. 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, 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 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 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 LOTS. 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 Section 4.11.

4.02 MINIMUM CONSTRUCTION REQUIREMENTS. Each residence shall have a minimum contiguous interior living area of 2,100 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 GARAGES. 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 thirty-five feet (35') 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 subject to a maximum of 2,000 feet; (ii) have a minimum pitch of 5:12; (iii) be of neutral colors or colors to conform to Residence colors, with wall panels, roof panels, and trim consisting of at least two different colors (by way of example, wall color must be different from trim color (corner pieces, fascia trim), and roof panels can be the same color as wall panels, or a different color); and (v) be subject to approval of the Plans by the Plan Reviewer.

4.05 COMPLETION OF CONSTRUCTION. Residential dwelling must be completed within twelve (12) months of commencement of construction, while complying with the restrictions set forth herein.

4.06 SETBACKS. All residential or other structures must be a minimum distance of forty feet (40') from the front line of the lot per the plat. All lots shall have a minimum setback of five feet (5') from a side property and fifteen feet (15') from side streets per the plat. If the minimum distances as specified in this Section 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 Section 4.16, these building setback requirements shall apply to the resulting building site as if it were one original, platted lot.

4.07 FENCING AND WALLS. 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.

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.

It shall be 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. All lots affected by a gas pipeline easement shall construct a gate or fence break of no less than twelve feet (12') at the easement to allow for pipeline company access and maintenance.

4.08 DRIVEWAYS. 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.

For all lots, Lot Owner shall construct a concrete driveway which shall be at least twelve feet (12') wide, not including the tapered concrete edges around the culverts.

Driveways may not be nearer the side property line than five feet (5').

4.09 SEWAGE DISPOSAL. 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. Each Lot Owner shall obtain water from the Walnut Creek SUD. There shall not be any individual water wells on any Lot.

4.11 ANIMALS. No swine (pigs or hogs) or poultry other than chickens shall be raised, bred, or kept on any Lot. A chicken coop with a maximum of six (6) hens may be permitted subject to Plan Reviewer 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.

Dogs, cats, or other common household pets may be kept on a lot. No more than four (4) 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.

Owners of multiple lots may keep one (1) horse, cow, or similar large animal per acre, subject to approval of Developer and his successors or assigns.

4.12 RECREATIONAL VEHICLES, TOURING COACHES, BOATS, AND TRAILERS. A 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 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. 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 Section is intended to prevent Owner from owning and storing a vehicle for restoration or a truck used for Farm and Ranch purposes, so long as the vehicle is stored in compliance with these Covenants, Conditions, and Restrictions. Further, nothing contained within this Section 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 DIRT BIKES, GO CARTS, AND DIRT BIKE TRACKS. 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 RE-SUBDIVISION. No lot shall be re-subdivided or split except as allowed in Section 7.01.

4.16 CONSOLIDATION. Any person owning two (2) or more adjoining lots may consolidate those lots into one (1) lot with the privilege of constructing improvements thereupon, as permitted by this Declaration.

4.17 PROHIBITED RESIDENTIAL USES. 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 BUSINESS SIGNS. 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 six (6) square feet.

4.20 MINING PROHIBITED. 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 RUBBISH, TRASH, AND GARBAGE. 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. 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 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.

No building or structure shall be placed, nor shall any material or refuse be placed or stored, on any lot within ten feet (10') of any edge of any open water course.

4.23 LANDSCAPING. 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 twenty (120) days after the date on which the carpet has been installed in the Residence. The landscaping of each lot shall be principally grass sod unless otherwise approved in writing by the Plan Reviewer. 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 EXTERIOR HOME COLORS. Exterior home colors must be approved by the Plan Reviewer. Preferred color finishes include subdued earth or natural tones.

4.26 AIR CONDITIONING WINDOW UNITS. 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 SWIMMING POOLS. All swimming pools shall be constructed below ground. No above-ground swimming pools shall be allowed.

4.28 PROPANE, NATURAL GAS TANKS. All propane and natural gas tanks with a capacity of one hundred (100) gallons or greater must be buried underground on the lot.

4.29 MAIL BOXES. Mail shall be delivered to community mailboxes located in the Development. Lot Owners shall be responsible for the costs of mailbox keys and other maintenance costs of the mailboxes.

ARTICLE V EASEMENTS

5.01 RESERVATION OF EASEMENTS. 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 MAILBOX FEE. Each Owner of a residence shall pay a one-time mailbox fee of Two Hundred Fifty Dollars (\$250.00).

6.02 ANNUAL MAINTENANCE FEE. Each Owner shall pay an annual fee of One Hundred Dollars (\$100.00) to Developer for maintenance of the entrance, landscaping, cost of the street lights, and similar general maintenance.

6.03 ASSESSMENTS OF FEES. The mailbox fee shall be due upon closing of a lot. The annual maintenance fee shall be due January 1st of each year or upon closing of a lot purchased by Owner any time during the calendar year after January 1st.

6.04 CERTIFICATES. Developer shall, upon request and at such reasonable charges as may, from time to time, be adopted by Developer or the Board of the HOA, 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 RESERVATIONS. The undersigned Developer 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 Developer; 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.

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. 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 SEVERABILITY. 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 COVENANTS RUNNING WITH THE LAND. 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 DURATION AND AMENDMENT. 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 Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than seventy-five percent (75%) of 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.


7.06 ATTORNEY'S FEES. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

7.07 LIBERAL INTERPRETATION. 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 8 day of June 2021, at Weatherford, Parker County, Texas.

DECLARANT

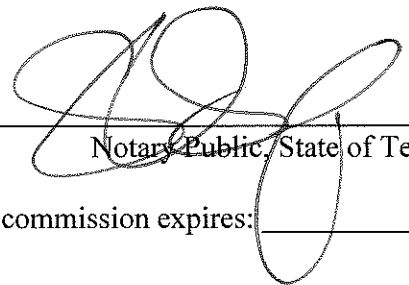


Chad Bushaw

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF PARKER §

This instrument was acknowledged before me on this the 8 day of June 2021, by CHAD BUSHAW.



Notary Public, State of Texas
My commission expires: _____

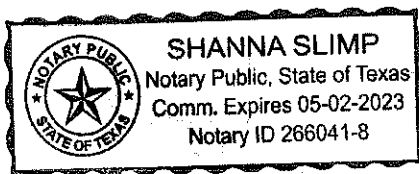


EXHIBIT "A"

BEING a 201.401 acres tract of land out of the F. LIDDY SURVEY, ABSTRACT No. 829, Parker County, Texas; being all of that certain tract as recorded in Doc: 201613563, Official Public Records, Parker County, Texas; and being further described by metes and bounds as follows:

The following Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (GRID).

BEGINNING at a found 1/2" iron rod in the south line of Holbrook Road (a paved surface) for the northeast and beginning corner of this tract. Said iron rod being the called northwest corner of a tract of land as recorded in Doc: 201731140, Official Public Records, Parker County, Texas and the called northeast corner of the F. Liddy Survey, Abstract No. 849, Parker County, Texas.

THENCE S 00°11'10" E 613.90 feet along the west line of said Doc: 201731140 to a found 1/2" iron rod at the northwest corner of a tract of land as recorded in Doc: 20145173, Official Public Records, Parker County, Texas for a corner of this tract.

THENCE along the west line of said Doc: 20145173 the following courses and distances:

S 14°38'10" E 42.58 feet to a found 1/2" iron rod for a corner of this tract.

S 89°50'57" E 28.10 feet to a found bolt for a corner of this tract.

S 00°52'24" W 343.50 feet to a found 1/2" iron rod at the northwest corner of a tract of land as recorded in V. 1854, P. 939, Official Public Records, Parker County, Texas, for a corner of this tract.

THENCE S 00°36'57" W 244.94 feet along the west line of said V. 1854, P. 939 to a 2" steel post at the northwest corner of a tract of land as recorded in V. 2357, P. 1513, Official Public Records, Parker County, Texas for a corner of this tract.

THENCE S 00°03'15" W 154.72 feet along the west line of said V. 2357, P. 1513 to a 2" steel post at the northwest corner of a tract of land as recorded in Doc: 201905494, Official Public Records, Parker County, Texas for a corner of this tract.

THENCE S 00°48'40" W 534.40 feet along the west line of said Doc: 201905494 to a found 1/2" iron rod at the northwest corner of a tract of land as recorded in V. 2357, P. 1521, Official Public Records, Parker County, Texas for a corner of this tract.

THENCE S 00°44'05" W 1362.79 feet along the west line of said V. 2357, P. 1521 and the west line of a tract of land as recorded in V. 2465, P. 1051, Official Public Records, Parker County, Texas to a found 1/2" capped iron rod (w/ aluminum cap) at the northwest corner of a tract of land as recorded in Doc: 20179410, Official Public Records, Parker County, Texas for a corner of this tract.

THENCE S 00°09'33" E 467.26 feet along the west line of said Doc: 20179410 to a triple oak tree at the northeast corner of a tract of land as recorded in V. 2892, P. 1193, Official Public Records, Parker County, Texas for the southeast corner of this tract.

THENCE S 89°30'52" W, at 8.64 feet passing a 2" steel post in the north line of said V. 2892, P. 1193 and at 1,006.77 feet passing found 1/2" capped iron rod at the northwest corner of said V. 2892, P. 1193 and at 1385.82 feet passing a found 1/2" capped iron rod at the northeast corner of said V. 2892, P. 1193 and the northwest corner of a tract of land known as "Tract 13" and recorded in Doc: 201412951, Official Public Records, Parker County, Texas, in all 1935.86 feet to a set 1/2" capped iron rod (stamped "Texas Surveying") in the northeast right-of-way of Highway No. 199 for a southern corner of this tract.

THENCE along the northeast right-of-way of said Highway No. 199 the following courses and distances:

this N 73°56'03" W 500.0 feet to a set 1/2" capped iron rod (stamped "Texas Surveying") for a corner of tract.

S 16°03'57" W 10.00 feet to a set 1/2" capped iron rod (stamped "Texas Surveying") for a corner of

EXHIBIT "A"

(Continued)

this tract.
N 73°56'03" W 409.37 feet to a found 1/2" iron rod at the southeast corner of a tract of land as recorded in V. 1623, P. 1202, Official Public Records, Parker County, Texas for the southwest corner of this tract.

THENCE N 00°02'56" E along the east line of said of said V. 1623, P. 1202 and Lots 1 & 2, Park View, according to the plat as recorded in Plat Cabinet B, Slide 40, Plat Records, Parker County, Texas, at 1815.33 feet passing a found 1/2" iron rod at the northwest corner of said Park View (PC. B, Sl. 40, PRPCT) and the southeast corner of a tract of land as recorded in V. 719, P. 514, Official Public Records, Parker County, Texas, and continuing in all 2215.56 feet to a 6" wood post in the south line of a tract of land as recorded in V. 322, P. 581, Official Public Records, Parker County, Texas for the most westerly northwest corner of this tract.

THENCE N 88°45'52" E 140.92 feet along the south line of said V. 322, P. 581 to a 2" steel post at the southeast corner of said V. 322, P. 581 and the southwest corner of a tract of land as recorded in V. 1835, P. 1356, Official Public Records, Parker County, Texas, for a corner of this tract.

THENCE S 89°50'23" E 1201.80 feet to a found 1/2" capped iron rod at the southeast corner of said V. 1835, P. 1356 for an interior ell corner of this tract.

THENCE N 00°24'33" W 1325.48 feet along the east line of said V. 1835, P. 1356 to a found 1/2" capped iron rod at the northeast corner of said V. 1835, P. 1356 in the south line of said Holbrook Road for the most northerly northwest corner of this tract.

THENCE S 89°51'10" E 1468.21 feet along the south line of said Holbrook Road to the POINT OF BEGINNING.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lila Deakle