
**DECLARATION OF RESTRICTIVE COVENANTS
BASS LAKE RANCH**

STATE OF TEXAS)
)
COUNTY OF SMITH)

WHEREAS, William F. Taylor and Reba C. Taylor, individual residents of Smith County, Texas (hereinafter collectively referred to as the "Declarants") are the present owners of those certain tracts of land lying and being situated in Smith County, Texas and being more particularly described in Exhibit "A" which is attached hereto (and being known as "**Bass Lake Ranch**"); and,

WHEREAS, the Declarants will convey certain properties within Exhibit "A" - attached hereto and known as Exhibit "B" - Bass Lake Ranch RV Park, Exhibit "C" - Park Place, Exhibit "D" - Lakeview and such additions within **Bass Lake Ranch** as may hereafter be brought within the jurisdiction of the Corporation which will be incorporated herein and subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described in Exhibits "B", "C", and "D" attached hereto shall be held, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real title, lifetime lease, or interest in or to the property described in Exhibit "A" attached hereto or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Owner

1.01. "Owner" shall refer to the owner, whether one or more persons or entities, of a lifetime lease, or the fee simple title to any lot or portion of a lot, but excluding those having such interest merely as a security for the performance of an obligation.

Properties

- 1.02. "Properties" shall refer to that certain real property described in Exhibit "B" - Bass Lake Ranch RV Park, Exhibit "C" - Park Place, Exhibit "D" – LakeView, attached hereto and such additions thereto within **Bass Lake Ranch** as may hereafter be brought within the jurisdiction of the Corporation.

Lot

- 1.03. "Lot" shall refer to that portion of any of the lots of land described in Exhibits "B", "C", and "D" attached hereto and such additions thereto within **Bass Lake Ranch** as may hereafter be brought within the jurisdiction of the Corporation.

Declarants

- 1.04. "Declarants" shall refer to William F. Taylor and Reba C. Taylor, their successors and assigns.

ARTICLE II

RESTRICTIONS

Declarants hereby impose and impress upon the "Properties" ("Bass Lake Ranch RV Park, Park Place and Lakeview") the following restrictive covenants:

- 2.01. ***Use of Lots.*** The sole purpose for the lots located in the "Properties" is for Residential Purposes.
- 2.02. ***Conduct.*** All activities of Members of the Corporation shall be conducted in such a manner as to provide a quality facility for a community of Christian people based on the concepts of "caring and sharing", in concurrence with Ephesians 4:12 which reads "For the perfecting of the saints, for the work of the ministry, and for the edifying of the body of Christ").
- 2.03. ***Covenants Running with the Land.*** These restrictive covenants are declared to be covenants running with the land and shall be fully binding upon all persons obtaining a lot in the property described in Exhibit "B", "C" or "D" attached hereto and thereby membership in the corporation agrees that he/she/it is bound by these restrictive covenants and will abide and fully perform same.
- 2.04. ***Membership assessment.*** Each Member agrees to pay his equitable and proportionate share of the cost and expense of maintenance and upkeep of the common grounds, which will be determined annually at the corporate annual Membership meeting.

Such fees are due and payable on the first of the month for monthly payers and on the first of January for annual payers. Each member shall be responsible for and shall pay in a prompt manner all utility charges and other expenses, repairs, maintenance, pest control, tree removal, etc. related to his site.

This amendment was voted and passed by the Membership to be added to Article 11 Par.# 2.04 of Membership assessment to state from this day 1/7/06 forward if a Member should purchase a 2nd lot, that Member shall only be assessed ½ (one half) of the annual assessment per lot. (Example assessment is \$40.00 per month per Lot, the 2nd lot shall be assessed at \$20.00 per month.) This assessment of the 2nd lot shall be paid in the same manner as the yearly assessment is to be paid.

The member shall agree to not use the 2nd lot for residence which will use any septic, water or have any garbage. Any buildings placed on this lot must not violate any of the above use of septic, water or garbage and must be approved by the proper committees. The only exception may be an over night guests (example in the RV Park area you may have an over night guest and hook up to water & septic.) This action shall not exceed a total of 14 days in any fiscal year. This 2nd lot shall be the responsibility of the Member to keep it mowed and keep in nice looking condition to enhance that area in the community. Any violation of the said agreement will result in this member having to start paying full assessment upon the date of violation and there after. Penalties for not paying this assessment will be covered under Article 11 Par. 2.05. The person purchasing the 2nd lot shall come before the Board of Directors to request the amendment and at this time the Board shall approve or deny the request.

Revised 5/2006 by Kenny Brower

- 2.05. ***Assessments constitute liens.*** Membership fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them; provided, however, that in the case of a sale of any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner immediately prior to the date of any

such sale, contract, or assignment shall be personally liable only for the amount of the installment falling due prior to said date. The new owner or contract purchaser shall be personally liable for installments that become due on or after said date.

- 2.06. ***Delinquency.*** Any assessment that is not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Corporation may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The lien shall be foreclosed in like manner as a mortgage of real property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common areas or abandonment of his lot. The Corporation shall have the right to suspend voting rights and rights to use any of the common areas and utilities by any member for any period during which any assessment of dues against his lot remains unpaid.
- 2.07. ***Use of Common Areas.*** Every Member shall have the right and easement of enjoyment in and to the common areas and for ingress and egress through the common areas and such easement shall be appurtenant to and shall pass with the title to every lot.
- 2.08. ***Fee for use of Common Areas.*** The Corporation shall have the right to charge reasonable admission and other fees for the use of any facility situated upon the common areas or subject to maintenance by the Corporation.
- 2.09. ***Architectural Control Committee.*** The Corporation shall designate and appoint an Architectural Control Committee consisting of not less than three (3) persons. Said committee shall serve at the will of the Corporation.
- 2.10. ***Water Facilities.*** The corporation shall determine the location and character of all water facilities and drains and provide a uniform plat of sewage and garbage disposal. No Member shall construct outside wells, toilets, cesspools or septic tanks without prior written approval from the Corporation.
- 2.11. ***Right of Entry.*** The Corporation reserves the right to enter upon any portion of a Member's site (not the domicile) at any reasonable time for constructing, altering, or maintaining sewers, culverts,

pipes or drains and any water, gas, steam, electric or other pipes or conduits, wires or lines, together with usual accessories, but upon exercise of any right of entry upon the premises, the Corporation agrees to restore the premises to as good a condition as it found them excepting only the presence of pipes, conduits lines, pipes, etc.

- 2.12. ***Approval for Construction.*** No member shall erect any structure upon his site without the prior written consent of the Corporation. The Corporation shall provide applications for building permits and shall act on same within thirty (30) days of receipt of the application. No Member shall construct any building upon his site unless it complies with the building regulations of Smith County, Texas. No Member shall make any change in the contour of the terrain or cut any trees without thirty (30) days prior written consent from the Corporation. The Architectural Control shall be responsible for monitoring building construction to assure compliance with approved plans and specifications.
- 2.13. ***Time of Completion for Construction.*** Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finished painting, within (60) days from the date of commencement of construction.
- 2.14. ***Restriction on Improvements.*** Each Member shall pay for all improvements on his lot. The Membership site and any and all buildings and structures erected thereon shall be used exclusively for residential purposes. No building, fence, wall, septic tank, septic system or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, or change or alteration therein be made, nor shall any landscaping of any lot or lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, finish and location of the same shall have been submitted to, and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such committee shall fail, either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by committee shall not be required, and full compliance with this Article shall be deemed to have occurred.
- 2.15. ***Right to Lease Out Lots.*** Members may lease, rent, or transfer their rights to use their Membership to anyone at anytime,

provided that all users comply with these Restrictions and any rules and/or regulations that the Corporation may adopt from time to time.

- 2.16. ***Corporation's Use of Lots.*** Upon the prior written approval of any Member, the Corporation may use such Member's site for a temporary member when the site is unoccupied by the Member. Any monies received for rent thereof will be divided between the Corporation and the Member.
- 2.17. ***Guests.*** Guests may occupy any Member's site during any period in which the Member is present. Guests who have their own Recreational Vehicle and require a space to park same may obtain special permission to park in a designated area upon payment of the fees pertaining to that area for a period of not more than fourteen (14) days.
- 2.18. ***Pets.*** No more than two (2) pets are allowed at any Member's site. All pets shall be kept indoors or on a leash at all times. No Member's pet may annoy or disturb neighbors. Each Member shall clean up any litter created by their pets, where ever required. No pets will be allowed in any common area usage building such as laundry, restrooms, eating or meeting facilities.
- 2.19. ***Livestock.*** No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except pets as set forth in 2.18 above. Animals that are kept, bred, or maintained for any commercial purpose are not pets.
- 2.20. ***Dangerous Materials.*** Members shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the premises, or that might be considered hazardous by a responsible insurance company, unless prior written consent of the Corporation is obtained and proof of adequate insurance protection is provided by the individual member to the Corporation.
- 2.21. ***Recreational Vehicles of Members.*** Only recreational vehicles (vehicles manufactured under the guidelines of "The Recreational Vehicle Industry Association") shall be permitted as living quarters within the RV facility. Mobile and manufactured homes are not allowed. All recreational vehicles must be at least 24 feet long but no more than 45 feet long, and must be manufactured in the last 15 years at the time the membership is obtained. The length limit does not apply to truck mounted recreational units such as pickup campers. All vehicles must be maintained so as to enhance the

appearance of the facility. No more than two (2) recreational vehicles shall be permitted on a lot. (The Architectural Control Committee may make exceptions to this article. The Architectural Control Committee shall make the final decision as to the acceptability of any vehicle).

- 2.22. ***Cabin Lots.*** No permanent buildings or structures shall be located, on cabin lots, any closer than 15 feet from front and side lot lines. Only conventional stick built construction shall be utilized in the construction of cabins and other buildings on cabin lots.
- 2.23. ***Manufactured Home Lots.*** All manufactured homes must be manufactured in the last two (2) years at the time membership is obtained. All manufactured homes must be maintained so as to enhance the appearance of the facility. No more than three (3) licensed vehicles shall be permitted on a lot. (The Architectural Control Committee may make exceptions to this article. The Architectural Control Committee shall make the final decision as to the acceptability of any home).
- 2.24. ***Noxious and/or offensive activity.*** No lot or any part thereof may be used as a dumping ground for rubbish, unused construction materials, construction debris, old tires, moving boxes or other unsightly accumulations, trash or abandoned or unregistered vehicles, and no garbage or other waste shall be kept except in sanitary containers. Members shall not park, place, or cause to be located on any lot or common area, any dismantled automobile, racing automobile, truck-tractor, motor vehicle containing explosives or liquefied petroleum, or moving van. This restriction shall not prohibit any truck or moving van from being used for the purpose of moving in or out of the premises provided that such loading or unloading is promptly accomplished and the van removed. No member shall have more than two registered vehicles on the Membership site excluding recreational vehicles and motorcycles.
- 2.25. ***Intoxicating Beverages and Offensive Conduct.*** No use of alcohol, tobacco or illegal drugs will be tolerated. All Members are expected to conduct themselves in a Christ like manner. Members are responsible for the actions and deportment of their guests. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to other Members. No Member shall impose their personal preferences on others.

ARTICLE III

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF SMITH)

 This instrument was acknowledged before me on 12-31,
2001, by Reba C. Taylor.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

William F. Taylor
23425 F.M. 1995
Lindale, Texas 75771
903-882-1431