

**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS  
PERTAINING TO THAT CERTAIN RESIDENTIAL SUBDIVISION KNOW AS**

**BASS CREEK COVE**

**THE STATE OF TEXAS §  
THE COUNTY OF TITUS §      **KNOWN ALL MEN BY THESE PRESENTS****

KEITH VIERRA AND JILL VIERRA, is the Developer and current Owner of that certain Subdivision known as BASS CREEK COVE (“BASS CREEK COVE”). KEITH AND JILL VIERRA is referred to hereinafter as either the Declarant and/or the Owner. The BASS CREEK COVE Subdivision (the “Subdivision”) was created by a plat thereof which is recorded in Plat File No. 20212156, Plat Cabinet Records of Titus County, Texas. A true and correct copy of meets and bounds legal description for the area covered by that plat is attached hereto as “Exhibit A”. The Subdivision contains approximately 6.17 acres of land situated in the R.M. Collins Survey, Abstract No. 153 and the Joseph Muchin Survey, Abstract No. 356; Titus County, Texas.

KEITH AND JILL VIERRA, acting by and through its duly authorized officers and representatives, as the Developer and Owner of the aforementioned Subdivision has established a general plan for the improvement and development of such premises and does hereby establish these Covenants, Conditions, Reservations and Restrictions (the “Covenants”) for the Subdivision, including all Lots, as hereinafter defined, with the Subdivision.

These Covenants are all for the benefit of each Owner (hereafter referred to herein as “Owner” whether one or more than one), including any successor in interest, in the Subdivision. These Covenants shall burden and pass with each Lot and/or parcel of land in such Subdivision and shall bind the respective successors and assigns of every such Owner.

These Covenants are to be construed as restrictive covenants running with the land. By accepting a conveyance of title to any Lot or portion thereof each Owner and every successor in interest agrees to be bound by these Covenants.

**ARTICLE 1.**  
**DEFINITIONS, LOT USAGE, RESTRICTIONS, AND**  
**ROAD AND COMMON AREA/FEATURE MAINTENANCE**  
**DEFINITIONS**

**ARTICLE 1.1 OWNER.** “Owner” shall mean and refer to the person or persons having record title to a Lot(s) in the Subdivision under any form of Ownership or so occupying and claiming any such interest, whether one or more persons or entities, excluding those having an interest merely as security for the performance of an obligation.

**ARTICLE 1.2 DECLARANT.** “Declarant” shall mean the Developer, its successors, and assigns.

**ARTICLE 1.3. PROPERTIES.** “Properties” shall mean and refer to the certain real property situated in the R.M. Collins Survey, Abstract No. 153 and the Joseph Muchin Survey, Abstract No. 356; Titus County, Texas, which is more specifically described, above. “Subdivision” or “Development” shall mean and refer to the BASS CREEK COVE Subdivision as shown by plat recorded as Plat File Nos. 20212156 of the Plat Cabinet Records of Titus County, Texas and any other real property described in Exhibit “A”, which is attached hereto, and designated as subject to these Covenants.

**ARTICLE 1.4. LOT.** “Lot” shall mean and refer to the portion of any of the Lots (numbers 1-5) of land shown upon the plat of the Subdivision, as now recorded in the Map and Plat Records of Titus County, Texas.

**ARTICLE 1.5. SUBDIVISION PROPERTY OWNERS’ ASSOCIATION.** “Property Owners Association” shall mean and refer to the Bass Creek Cove Property Owners’ Association (referred to hereinafter as the “POA”), There shall be two classes of membership in the POA as provided in both the Articles of Incorporation and the Bylaws (as defined hereinafter). Membership in this organization shall be compulsory and each Owner of each Lot shall be included. Membership in the POA shall pass with the Title to Lot. The POA shall be organized by the Declarant.

**ARTICLE 1.6. ARTICLES OF INCORPORATION.** “Articles of Incorporation” shall mean the articles creating the POA.

**ARTICLE 1.7. BYLAWS.** “Bylaws” shall mean the Bylaws adopted by the POA.

**ARTICLE 1.8. ARCHITECTURAL CONTROL COMMITTEE.** The Declarant is the Architectural Control Committee (referred to hereinafter as the “ACC”). The ACC shall either approve or reject all plans and specifications submitted to the ACC. THE DECISIONS OF THIS ACC SHALL BE BIDDING ON ALL OWNERS AND LOTS.

## **LOT USAGE RESTRICTIONS**

**ARTICLE 1.9.** Each Lot in **BASS CREEK COVE, AS SHOWN IN THE PLAT OF SAID** Subdivision, is to be utilized for single family residential purposes only. Only permanent residences, including ancillary structures (i.e. boathouses, guest quarters, garages and related improvements), may be erected, altered, placed or be permitted to remain on any Lot. Said Lots shall not be used for business purposes of any kind, or for say commercial manufacturing or sale. Long-term (one year, or more) rental of any single-family residence Lot shall not be deemed a commercial usage.

**ARTICLE 1.10.** No trailer, camper, tent, mobile home, RV, shack, stable or barn shall be placed, erected or be permitted to remain on any Lot in the Subdivision, nor shall any structure of a temporary character be used at any time as a residence. Notwithstanding any other provision to the contrary, which may be contained herein, a Lot Owner shall be permitted to park a camper, recreational vehicle or trailer on his Lot, provided, however, that it must be parked in a parking structure (i.e.—carport, driveway or garage) approved by the ACC.

**ARTICLE 1.11.** All residences shall be connected with water and electric utility services. All residences shall have septic systems, installed by the Owner, which comply with the rules and regulations, and all amendments thereto, of the TITUS COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, TITUS COUNTY, TEXAS, NATURAL RESOURCE AND CONSERVATION COMMISSION, TEXAS WATER QUALITY BOARD, TEXAS STATE DEPARTMENT OF HEALTH AND TEXAS PARKS AND WILDLIFE DEPARTMENT, including all of their successors, all of which present and future rules and regulations are hereby incorporated by referenced for all purposes.

**ARTICLE 1.12.** Nothing contained herein shall be construed to prohibit construction of recreational facilities or improvements, which are approved by the ACC. Unless otherwise approved by the ACC, no more than 40% of the surface area of a Lot may be covered by improvements.

## ARTICLE 2.

### GENERAL PROVISIONS

**ARTICLE 2.1. ARCHITECTURAL CONTROL.** No building, fence, wall, improvement or other structure shall be erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereto be made, until the architectural details, construction plans, front elevation, rear and side elevations, and specifications showing the nature, kind, shape, height, materials, color and location of the same (collectively referred to hereinafter as the "Plans") shall have been submitted to, and approved in writing by the ACC. Additionally, all construction must comply with rules and regulations of the TITUS COUNTY FRESH WATER SUPPLY DISTRICT NO.1 AS THEY NOW exist or may be amended from time to time and any Lot Owner shall obtain necessary permits as may be required by the TITUS COUNTY FRESH WATER SUPPLY DISTRICT NO.1.

#### ARCHITECTURAL CONTROL COMMITTEE:

- (a) A nonrefundable plan review of \$250 shall be due with the submission of all documents and drawings paid to the ACC.
- (b) The Builder must furnish a portable rest room for the construction crew.
- (c) Property Owners are subject to a \$100.00 assessment if cement trucks are flushed along roadways or in drainage ditches.

**ARTICLE 2.2. DURATION.** The restrictions, covenants and conditions of this Declaration shall run with and bind the land. The restrictions, covenants and conditions of this Declaration shall insure the benefit of and be enforceable by the Owner of any land subject to this Declaration, including their respective legal representatives, heirs, successors and assigns. The restrictions, covenants and conditions of this Declaration shall have a term of fifty (50) years from the date of this Declaration is recorded. Following that initial fifty-year term, and unless an instrument signed by the then Owners of eighty-five percent (85%) of the Lots has been recorded, which agrees to change said restrictions, Covenants and conditions, in whole, or in part, these covenants, restrictions and conditions shall be automatically extend for five (5) successive periods of then (10) years each.

Final termination in any event shall be the 30<sup>th</sup> day of May 2100.

**ARTICLE 2.3. ENFORCEMENT.** As described in the Bylaws, enforcement of these Covenants and the Restrictions described in the Bylaws (the "Restrictions") shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants or conditions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants, the Articles of Incorporation, or the Bylaws; and failure or delay by the Declarant, its successors or assigns, the POA or any Owner, to enforce any of the same shall in no event be deemed a waiver of their right to do so thereafter. No right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever, against Declarant or the POA for, or on account of, its failure to bring any actions on account of any breach of these covenants, conditions, reservations, or restrictions, on for imposing restrictions herein which may be unenforceable by Declarant.

**ARTICLE 2.4. OUTSIDE ANTENNA.** No freestanding and/or mounted outside antenna or satellite dish antenna, of any type, shall be permitted to be installed on any Lot in the Subdivision unless approved by the ACC.

**ARTICLE 2.5. ARCHITECTURAL STYLING.** The ACC shall have final authority as to exterior styling of residences. Special emphasis shall be made to ensure that said styling shall be comparable with rustic, wooded setting of the Subdivision. The aim of the Owner and Declarant, in this regard, is to maintain an environment which has the look and feel of a lake-house development as opposed to a “city” house development. The interior of all residence shall be left entirely to the discretion of the Owner.

**ARTICLE 2.6. MINIMUM LIVING AREA.** Any single-family residence built within the development shall have a minimum of **2,000** square feet of heated and/or cooled living space, with attached enclosed garage. (Note: This minimum area is intended to apply to the principal residence constructed on each Lot, and is not intended to include free standing buildings, including boathouses, garages, shops or guest cottages). Furthermore, in this regard, it is expressly acknowledged and understood that, subject only to the approval of either the Declarant or the ACC, as appropriate, nothing shall preclude any Owner from constructing and using the secondary structures prior to the ultimate construction of a proposed principal residence.

**ARTICLE 2.7. FAILURE OF COMMITTEE TO ACT.** In the event that any plans and specifications are submitted to the ACC, as provided herein, and such ACC shall fail to either approve or reject such plans and specifications for a period of thirty (30) days following receipt of such submission, approval of the ACC shall not be required, and the Declarant shall be deemed to be and shall function as the ACC to grant such approval.

**ARTICLE 2.8. ARCHITECTURAL PRECEDENCE.** No prior approval decision by the Declarant, the POA or the ACC regarding approvals required by these Covenants shall preclude the requirement that all Plans be submitted to and approved by the ACC.

### **ARTICLE 3.**

#### **EXTERIOR MAINTENANCE**

**ARTICLE 3.1. SELF-MAINTENANCE RESPONSIBILITIES.** Commencing on the date that title to a Lot is transferred to an Owner, the Owner shall, at its sole cost and expense, maintain the Lot in a good, clean and sanitary condition, including, without limitation, the following:

**ARTICLE 3.1.1.** Maintenance of the Lot in a clean and orderly condition by removing all paper, debris, filth and refuse;

**ARTICLE 3.1.2.** Removal of all high weeds, dead shrubbery and trees including “downed” limbs, and other unsightly materials that are not part of the landscape plan and design for the Lot, by mowing all high grass and weeds and maintaining the landscape of the Lot in a clean and orderly manner.

**ARTICLE 3.1.3.** The repair and maintenance of all fences, walls, culverts, improvements and ornamental construction; and

**ARTICLE 3.1.4.** The taking of any and all reasonable action to cause the Lot to be aesthetically pleasing, neat and orderly in appearance.

**ARTICLE 3.2. FAILURE TO MAINTAIN PREMISES.** In the event an Owner shall fail to maintain a Lot, including the improvements situated on the Lot, as required by these Covenants, the Bylaws or the Restrictions, the Declarant or the POA may advise that Owner in writing of the claimed failure to maintain the Lot. Within fifteen (15) days following this notice, the Owner shall repair and maintain the Lot, or the Owner shall, otherwise, be in default under the Covenants and Restrictions. In the event that the Owner fails to cure the default and perform the required repair and maintenance, the Declarant or the POA may take such action and incur such cost or expense as is necessary to repair and maintain the Lot as demanded in the notice, and any such cost and expense shall be a charge upon the Lot and shall, further, be a personal obligation of the Owner and shall immediately due and payable by the Owner with interest at eighteen percent (18%) per annum until paid. The Declarant and/or the POA shall have a contract lien against the Lots as provided in Chapter 51 of the Texas Property Code, (the “Code”), to secure payment of the costs and expense and the same shall be enforceable as payment of the costs and expense and the same shall be enforceable as provided in said statute through foreclosure following the filing of an affidavit provided in said statute through foreclosure following the filing of an affidavit claiming a lien pursuant to these Covenants. The affidavit shall state the amount of the lien, a description of the cost and expense incurred, a legal description of the Lot, and the name and address of the Owner. The affidavit shall be served upon the Owner by Certified or Registered mail Return Receipt Requested or by personal service, and if the Owner shall fail to pay the cost and expense described in the lien, together with the attorney’s fees and costs of preparing and filing the affidavit, within fifteen (15) days after the date of receipt of said notice, the lien may be foreclosed as permitted in the Code and the Owner shall be liable and obligated to pay all court costs and attorney fees.

## **ARTICLE 4.**

### **ADDITIONAL RESTRICTIONS**

**ARTICLE 4.1. NO FREE-STANDING BUILDINGS.** No free-standing building of any kind shall be permitted, including, but not limited to, garage, barn, tool shed, boat house, or other outbuildings, without obtaining approval of same from the ACC.

**ARTICLE 4.2. TEMPORARY FACILITIES.** Facilities used in connection with any construction operations shall be subject to the approval of the ACC. Job sites shall be kept in a clean and orderly manner and removal of unsightly trash shall be the responsibility of the contractor building on such Lot or job site.

**ARTICLE 4.3. ANIMALS.** No Lot shall be used for the purpose of keeping, breeding, or raising animals or as a place for keeping horses, mules, cattle or other animals or poultry, provided, however, that the occupants of each residence may keep the usual and customary domestic or household pets. No commercial cat or dog kennel or exotic animal kennels shall be permitted. Pets must be confined to the Owner's premises or on a leash. No pets shall be permitted to run at large. The provisions of this article will be strictly enforced.

**ARTICLE 4.4. SUBDIVISION OF PROPERTY.** No division or re-Subdivision of any Lot shall be permitted without the prior approval of the Declarant or the POA. Two or more Lots may be combined upon approval of the ACC

**ARTICLE 4.5. SANITATION AND UNSIGHTLY OBJECTS.** Uncontained, open fires are expressly prohibited, all Lots shall be kept clean and free of trash rubbish, garbage and debris or other unsightly objects or materials at all times. Trash, garbage or other waste shall be disposed of in a sanitary manner and all containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition inside garages, behind decorative fencing or otherwise hidden from view space in the event of public or community sewer system becomes available, Declarant shall have the power and authority to require connection of all residences to such system and to prohibit further use of septic tank systems. Upon the sale of all Lots within the development, the POA shall enforce the rights reserved to the Declarant in this article.

**ARTICLE 4.6. SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of local health authorities, including, but not necessarily limited to, the Titus County Fresh Water District No. 1, and in conformity with the minimum recommended standards of the Department of Health of the State of Texas. Approval of such system is installed shall be obtained from such authorities.

**ARTICLE 4.7. UNUSED VEHICLES.** No unused automobiles or vehicles of any kind, except as hereinafter provided, shall be stored or parked on any Lot, or on any residential street. "Unused vehicle" shall be defined on as any vehicle, which has not been operated for a period of two weeks or longer period streets are not to be used for private parking except by visitors.

**ARTICLE 4.8. NUISANCES, INCLUDING LOUD NOISES AND UNLICENSED VEHICLES.** No obnoxious or offensive activity, including excessively loud music, shall be carried upon any Lot, nor shall anything be done therein or any condition permitted to exist thereon which may be or become an annoyance, nuisance, or hazard to the health of the Subdivision. No vehicle, including specifically motorcycles, motorbikes, motor scooters, many bikes, mopeds, without proper mufflers and flame assisters, whatever be permitted in, on or about the Subdivision all off road, untagged and unlicensed vehicles or expressly prohibited loud and offensive noises, including those made by such vehicles, are declared to be an annoyance, nuisance and hazardous to the health and well-being of the Subdivision are hereby expressly forbidden.

**ARTICLE 4.9. DRIVEWAYS.** All driveway locations shall be approved by the ACC. Lot owner shall provide an install culverts of minimal diameter of eight inches in any road drainage ditch where driveway access to a Lot is located, and shall keep said culvert open in clear of debris or dirt note the culverts shall be galvanized steel, concrete or of such other composition as may be approved by the declarant.

**ARTICLE 4.10. TRANSFER, RENTAL OR LEASING OF RESIDENCES.** If an owner elects to sell, transfer, or lease a residence constructed on a Lot or Lots in Subdivision, it will always be with the understanding that the subsequent owner or leasee will in no way obligate his responsibility herein defined, and that any tenant in possession will abide by these restrictions exactly as though he/she were the owner.

**ARTICLE 4.11. BILLBOARDS AND SIGNS.** No billboards, signboards, or advertising displays of any kind shall be installed, maintained or permitted to remain on any Lot, except that one sign containing not more than five (5) square feet of surface area may be displayed in a connection with the sale of an improved or unimproved Lot by the Lot owner. Declarant reserves for itself, its successors and assigns, the right to place advertising displays of any sides an any kind in any area owned by the Declarant.

**ARTICLE 4.12. HUNTING.** All hunting in the Subdivision is expressly prohibited all recreational use of firearms within the Subdivision shall also be prohibited.

**ARTICLE 4.13. ADDRESS SIGNS.** Any address sign(s) must be approved by the ACC prior to installation.

**ARTICLE 4.14. UTILITIES AND EASEMENT FOR UTILITY SERVICES.** The Declarant makes no representation and there shall be no provision for natural gas or butane propane gas service. Individual service for gas may be obtained through underground tank storage but no gas transmission lines shall be permitted in the development unless they are installed by a public utility company subject to those restrictions set for in other provinces of these covenants each individual Lot owner shall obtain sewage and or septic tank services water electric and telephones services shall be provided by public utility companies and shall be made available for each Lot in the development each Lot owner shall bear the expense of paying any deposits cooperative membership fees and other hookup fees for assessments incurred or required in obtaining water electric and telephone service for his own individual use and developer shall be responsible solely for making such service available to the property line in any event not later than six months after a Lot shall be sold to a Lot owner in order to facilitate the orderly placement operation and maintenance of utility services within the development,. the Declarant has reserved and dedicated by Lot a fifteen (15) foot utility easement along the front Lot line of each Lot in the development no permanent structure or other improvement shall be placed so as to interfere with the placement of utility services within such utility easement area

**ARTICLE 4.15. RECREATIONAL AMENITIES.** Declarant makes no representation as to the existence or availability of any recreational amenities.

**ARTICLE 4.16. HOUSE TRAILERS/BOAT STORAGE/MANUFACTURED HOUSING.** No house trailer, cargo trailer, horse trailer, mobile home, camper, or similar wheeled vehicle shall be stored or parked on any street or Lot. Allowed will be one (1) utility or boat trailer parked per Lot. The utility trailer is defined as open, flatbed trailer with a maximum length of 16 feet. A Request for a Temporary Exemption must be presented to the ACC for approval.

**ARTICLE 4.17. TIMBER.** While allowing for the construction of improvements approved by the ACC, all Lots shall be improved by retaining the existing growing trees to the fullest extent possible.

**ARTICLE 4.18. COMMERCIAL OR TRANSPORT VEHICLES.** No commercial-type vehicle and no tracts shall be stored or parked on any residential street except while engaged in delivery to or transport from a residence. For the purpose of this covenant, a ¾-ton or smaller vehicle (commonly known as a pick-up truck) shall not be deemed to be a commercial vehicle or truck. No vehicle of any size, which normally transports flammable or explosive cargo, may be kept in the Subdivision of any time.

**ARTICLE 4.19. EXCEPTIONS TO RESIDENTIAL USE.** Notwithstanding anything else to the contrary contained herein, Declarant reserves unto itself, its successors and assigns, and designated agent or agents, the right to use any unsold Lot or Lots for temporary storage and use of construction equipment and materials, provided that such equipment and materials are for immediate use in constructions or maintenance, unless secluded and hidden from public view.

**ARTICLE 4.20. AD VALOREM TAXES.** Each Lot Owner shall bear the expense of paying ad valorem taxes as they are assessed by the applicable taxing jurisdictions against its Lot(s).

**ARTICLE 4.21. SETBACKS AND SIDEYARDS.** Unless otherwise approved by the ACC, no improvements shall be constructed within eighty (80) feet of a boundary line of any street or road within the Subdivision nor within ten (10) feet of any side-line of any Lot, except fences or walls along the side lines, all of which must be approved by the ACC pursuant to the provisions of these Covenants. If an Owner assembles, or combines, two or more Lots, the ten (10) foot side yard setback shall not apply to the common boundary line(s) of these assembled Lots for so long as the Lots shall remain assembled.

**ARTICLE 4.22. BOATHOUSES, DOCKS AND PIERS.** The plans, including those respecting the size, configuration, location and placement considerations, for the construction of all boat house, dock or pier improvements shall be approved by the ACC. The construction and/or use of any boathouse, dock or pier abutting any Lot in the Subdivision shall not interfere with, or in any way obstruct, another owner's (including both other Subdivision Owners and owners of non-Subdivision property) use of Lake Bob Sandlin, including any creek channel in any cove.

## **ARTICLE 5.**

### **MISCELLANEOUS PROVISIONS**

#### **ARTICLE 5.1. RULES OF TITUS COUNTY FRESH WATER SUPPLY DISTRICT NO. 1**

**(“TCFWD”)** All rules of the TCFWD (and/or its successor) shall prevail as the owner of Lake Bob Sandlin, and the grantee under the certain Flowage Easement conveyance included in the deed recorded in Volume 396, Page 365 of the Real Property Records of Titus County, Texas, its rules and regulations shall be enforced as if they were a part of these Deed Restrictions and Owner of individual Lots in the Subdivision shall make himself aware of said rules and regulations, including any and all changes thereto.

**ARTICLE 5.2. RULES OF TITUS COUNTY.** All applicable rules, regulations and ordinances of TITUS COUNTY shall prevail. Its rules, ordinances and regulations shall be enforced as if they were a part of these Deed Restrictions and each Owner of individual Lots in the Subdivision shall make himself aware of said rules and regulations, including all changes thereto.

**ARTICLE 5.3. CONTRACT LIEN.** By the acceptance of a conveyance of title to a Lot, each Owner expressly agrees that a contract lien attaches to the Lot to secure the payment and performance of all terms and provisions of these Covenants, the Bylaws and the Restrictions, including all assessments, costs, expenses, attorney’s fees and costs of collection.

**ARTICLE 5.4. SEVERABILITY.** Invalidation of any one of these Covenants by judgement, court order or by any conflict with the rules and regulations of the TCFWSD and/or Titus County shall in nowise affect any other provision of these Covenants, which shall remain in full force and effect. In the event any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of a period of time herein stated for which the same shall be effective, then, in that event, such term shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Texas.

**ARTICLE 5.5. EXECUTION.** The Declarant and Owner has executed these Covenants prior to the sale or conveyance of any Lot in the Subdivision and, effective immediately, intend to be bound to the extent set out herein. Furthermore, the Declarant and Owner intend that every subsequent Owner, including their successors in interest, of any Lot or Lots in the Subdivision be bound by all the provisions of these Covenants.

**ARTICLE 5.6. AMENDMENTS AND PROCEDURES.** The POA, through its members and elected officers, is expressly granted the authority and power to revise, delete, expand and amend these Covenants and to establish procedures for their enforcement and implementation, including, but not necessarily limited to, the establishment of fees, assessments, charges and other costs and expenses to be collected from the Owners of each Lot, together with the procedures and methods of enforcement of any and all Covenants.

**ARTICLE 5.7. ARBITRATION.** Any dispute, arising under these Covenants, the Restrictions, the Articles of Incorporation or the Bylaws shall be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association in Dallas, Texas before a single arbitrator. If in the event one party to the arbitration demands three arbitrators, then the arbitration shall be held before three arbitrators provided, however, that the party demanding three arbitrators shall be required to pay the fees and expenses allocable to the two additional arbitrators, in any event. The decision of the arbitrator(s) shall be enforceable by the judgement of a court of competent jurisdiction.

**ARTICLE 5.8. EFFECTIVE DATE.**

This Declaration of Covenants has been executed by a duly authorized officer of KEITH VIERRA AND JILL VIERRA. on this 28<sup>th</sup> day of June 2022, and having been appropriately acknowledged, shall become effective upon being filed of record with the County Clerk of Titus County, Texas.

Keith Vierra and Jill Vierra

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**THE STATE OF TEXAS**

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**ACKNOWLEDGEMENT**

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**THE COUNTY OF DALLAS**

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On this day, BEFORE ME, the undersigned authority, Keith Vierra and Jill Vierra, personally appeared. After first being duly sworn, he states that KEITH VIERRA AND JILL VIERRA was the Owner and Declarant of the BASS CREEK COVE Subdivision in Titus County, Texas. He further stated that he had executed the foregoing Covenants, as President of the company, on behalf of the company, to bind each and every future Owner of any said Lot(s), including any portions thereof.

SUBSCRIBED AND SWORN TO before me the undersigned authority this 28th day of June 2022.

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Notary Public for the State of Texas