

COVENANTS AND RESTRICTIONS
ON AND FOR
THE WHITE BLUFF FORTY SUBDIVISION

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HILL §

WHEREAS, Double Diamond, Inc. (hereinafter referred to as "Developer") is the owner and developer of:

All those lots in the White Bluff Forty Subdivision, according to the map and plat thereof filed of record in the Plat Records of Hill County, Texas;

(such plat, and any revisions, supplements or additions thereto are incorporated herein by reference for all purposes); and

WHEREAS, Developer will convey title to the lots above described to third parties; and

WHEREAS, for the purpose of creating and carrying out a uniform plan for the improvement and development of the White Bluff Forty Subdivision (including, but not limited to: preserving the natural beauty of the property; minimizing the erection of unsuitable structures; encouraging harmonious architectural schemes and advancing the highest and best development use of the property) Developer desires to implement the following restrictions, conditions and use limitations.

NOW, THEREFORE, in order to create and carry out a general and uniform plan for the White Bluff Forty Subdivision (hereinafter referred to as "the Subdivision") and for the benefit of the present and future owners of lots in the subdivision, Developer does hereby adopt and establish the following covenants, conditions and restrictions, which shall be applicable to all land within the Subdivision:

I. PROPERTY OWNERS ASSOCIATION

(1) Each and every owner of a lot within the Subdivision shall become a member of the White Bluff Property Owners' Association, Inc., a Texas non-profit corporation (hereinafter called the Property Owners Association), which association shall manage, maintain and care for the common facilities of the Subdivision. Use of the common facilities shall be limited to the lot owners (and their children under 21 years of age, adult children actually residing with lot owners, and their accompanied guests) and the Developer (and its guests or invitees).

(2) The Property Owners Association shall have the right and authority to: (i) issue rules and regulations applicable to the common facilities and areas within the Subdivision; (ii) own,

operate or maintain central water and central sewer systems and set rates and fees for connection and use thereof; (iii) collect sewage and water connection and use fees if the Property Owners Association owns or operates any central sewer or water system, (iv) collect maintenance fees, late charges, interest (at the highest permitted lawful rate) and all other costs and expenses permitted by law; (v) implement a process involving lien rights and remedies to better secure the appropriate observance of these restrictive covenants and the rules and regulations; (vi) permit the usage of lots for streets, parking areas, uses normally associated with the customary development of a subdivision and uses hereon mandated, directed or encouraged by government authorities having jurisdiction over the Subdivision; (vii) through its Board of Directors, amend these restrictive covenants; and (viii) exercise such other rights granted it under, and in accordance with, the Articles of Incorporation and Bylaws of the Association.

(3) The Property Owners Association shall appoint an Architectural Control Committee (hereinafter called "the Committee"), composed of one or more individuals. The Committee shall function as the representative of the owners of lots in the Subdivision to provide for and assist in maintenance, preservation and architectural control of the Subdivision. A majority of the Committee may designate a representative to act for it. No improvement or structure of any nature shall be erected, placed or altered on any lot until the construction plans, specifications and a plot plan (showing the location of such improvements on the lot) have been submitted to and approved by the Committee. If the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after actual receipt of such plans, then Committee approval shall be presumed.

II. RESTRICTIONS

(1) All lots in the Subdivision shall be used, known and described as single-family residential lots only and no duplexes, apartments or other multi-family dwellings, structures or uses shall be permitted except on such lots as have been or may be set aside by Developer or the Property Owners Association solely for use as amenities, common areas, roads and as may otherwise be required for the development of the Subdivision.

(2) No commercial activity or use shall be conducted on or from any lot within the Subdivision; provided, however, that the sale or resale of lots in the Subdivision, the use of lots for drill sites or the use of lots for utility services shall not be considered to be commercial activity. No lots may be resubdivided in any fashion except that any person owning two or more adjoining lots may consolidate such lots into one building site, with the right of constructing improvements as otherwise permitted in these Covenants and Restrictions.

(3) Each residential dwelling constructed on the lots in the Subdivision shall contain a minimum of One Thousand and Five Hundred (1,500) square feet of covered floor area exclusive of all porches, patios, carports, garages or breezeways attached to the main dwelling. No residential dwelling or structure on any lot shall exceed two (2) stories in height. The outside wall of each residential dwelling constructed on the lots in the Subdivision shall consist of not less than forty

(40%) percent masonry construction, consisting of brick, ledgerstone, fieldstone or native types of stone veneer.

(4) No mobile homes, modular homes, prefabricated structures or improvements containing metal or asbestos exterior siding or metal, tarpaper or roll-type exterior or flat roofs shall be permitted on any lot within the Subdivision. All improvements must be constructed "on-site" and all construction must be of new materials, except stone, brick, inside structural material or other materials used for decorative effect, provided, such use is approved in writing by the Committee.

(5) Storage buildings may be constructed on all lots in the Subdivision, subject, however, to the restrictions of Article II, paragraph (4) of these Covenants and Restrictions.

(6) No outside toilet, individual septic system or privy shall be erected or maintained on the lots in the Subdivision. Sewage collection and disposal is provided by a central sewer system servicing all lots in the Subdivision. No structure may be used as a residential dwelling on the lots (either temporary or permanent) without first being connected to the central sewer system.

(7) No individual wells may be drilled on any lot for the purpose of providing potable water. Potable water is supplied by a central water system serving all lots in the Subdivision. No structure may be used as a residential dwelling (either temporary or permanent) without first being connected to the central water system.

(8) Driveways shall be required on improved lots and shall be constructed of a permanent wearing surface. Culverts for driveways on all lots shall be mandatory and shall be at least twelve (12') feet in length and twelve (12") inches in diameter, with a concrete headwall on both ends of the culvert. Greater dimensions may be required by the Committee to meet specific drainage requirements. The headwall shall extend six (6") inches above the culvert, eighteen (18") inches diagonally on either side of the culvert and have a thickness of at least eight (8") inches.

(9) Except as hereafter provided, no improvements shall be constructed on any lot within twenty-five (25') feet of the front lot lines, within ten (10') feet of the rear lot lines, and within ten (10') feet of the side lot lines. On the lots specifically listed in Section II paragraph (3) hereof, no improvements shall be constructed thereon within fifteen (15') feet of the front lot lines, within (10') feet of the rear lot lines, and within five (5') feet of the side lot lines. Fences may be constructed on the lot lines. No improvements shall be constructed within twenty (20') feet of any power lines except that fences may be constructed within ten (10') feet of such power lines.

(10) Fences may be constructed on any lot in the Subdivision subject to approval of the Committee, but may not create a safety hazard or create a sight-line hazard at any intersection of Subdivision streets. All fences shall be completed within three (3) months from commencement date.

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(11) Personal entrances from any road outside the boundaries of the Subdivision to any lot within the Subdivision are prohibited. Subdivision perimeter fences may not be cut or removed by any party except by Developer or the Property Owners Association.

(12) Any improvement (other than fences) commenced upon a lot shall be completed, as to exterior finish and appearance, within eight (8) months from the commencement date.

(13) No recreational vehicle, bus or other vehicle, temporary structure, tent, shack, barn, storage building or other out-building shall be used on any lot at any time as a residence, either temporary or permanent.

(14) There is reserved for Developer, the Property Owners Association, and their assigns, a ten (10') foot wide utility and drainage easement along the front and rear lot lines of each lot in the Subdivision and a five (5') foot utility and drainage easement along the side lot lines of each lot within the Subdivision for the installation and maintenance of utilities and drainage facilities. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the flow of water through drainage channels in such easements. No utility company or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, or flowers, or to other property of the lot owner situated within any such easement. The easement area of each lot shall be maintained by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.

(15) Central mail receipt facilities shall be installed at the entry to the Subdivision by the U.S. Post Office. No individual mailboxes shall be permitted on any lot in the Subdivision.

(16) No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners within the Subdivision. Without limiting the generability of the foregoing provision, devices emitting excessive noise, noisy or smoky vehicles, and devices which interfere with television or radio reception of any lot owner shall be considered offensive activities.

(17) Each lot shall be kept and maintained in a neat and orderly condition, with weeds, grass and/or unsightly growth properly controlled. No trash or refuse shall be allowed to accumulate and remain upon any lot within the Subdivision. Trash shall be kept only in sanitary containers located in appropriate areas screened or concealed from public view. In the event any lot is not properly maintained, or cleaned up within (30) days after receipt of written notice of a violation hereunder, the Property Owners Association may clean up such lot or hire outside services to do so and charge the lot owner for such services, which charges, however, shall be reasonable and customarily charged in the area for comparable services. Unpaid fees shall become a charge and lien upon such lot.

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(18) No farm animals will be allowed within the Subdivision. Household pets shall be permitted provided they are not kept, bred or maintained for commercial purposes. No pet shall be allowed to roam free. When out-of-doors, pets must be either (i) fenced in, (ii) kept in a humane enclosure, approved by the Committee, or (iii) kept on a leash. No pet shall be kept within the Subdivision which creates a public nuisance and any such pet determined by the Property Owners Association to be such a nuisance shall be removed therefrom within five (5) days of the date owner thereof is notified in writing of that decision.

(19) No ground fires shall be built or maintained on any lot. Burning of trash within the Subdivision is prohibited.

(20) No camping shall be permitted on any lot, except such lots or tracts which may, from time to time, be set aside by Developer or the Property Owners' Association, if any, as courtesy camping areas for the benefit of all lot owners.

(21) No sign of any kind shall be displayed to the public view on any lot without the prior written approval of the Committee.

(22) Discharging of firearms or fireworks within the Subdivision is prohibited.

(23) No hunting shall be permitted within the Subdivision.

(24) Fishing from ponds within the Subdivision is permitted only from common areas along Subdivision ponds.

(25) Parking on the streets within the Subdivision (temporarily or permanently) is prohibited. All vehicles must be parked on each owner's lot; provided that, neither the driveways, nor front or back yards of lots within the Subdivision shall be used to park or store (temporarily or permanently) trucks in excess of one (1) ton, damaged, wrecked or inoperable cars, buses, machinery, equipment, semi-trailers in excess of eighteen (18') feet, airplanes, boats, nor used to store lumber, supplies or other materials. This covenant does not preclude a lot owner from performing minor repairs upon such vehicles owned by him or her and located in his or her driveway for not more than two (2) consecutive days, nor shall this covenant preclude the temporary parking of such vehicles at or on any such lots by invited guests and visitors of such lot owner for periods not exceeding two (2) consecutive weeks.

(26) Recreational vehicles may be kept within the back one-half of any lot, provided, that the lot has a residential dwelling.

(27) All posted traffic signs within the Subdivision must be obeyed. Violations of any posted traffic signs will subject violators to a \$10.00 fine per incident.

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III. COMPLIANCE WITH PROVISIONS OF DECLARATION, BYLAWS AND RULES AND REGULATIONS

(1) Each owner shall comply strictly with the provisions of these Covenants and Restrictions, the Declarations and the Bylaws, rules, regulations and decisions of the Property Owners Association, adopted pursuant thereto and as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all costs and attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate. Enforcement of these covenants and restrictions may be by any person or persons owning a lot in the Subdivision, by the Property Owners Association or the Committee (through any of its members) or by the Developer, against any person or persons violating or attempting to violate any covenant or restriction herein contained.

(2) The Property Owners Association may levy a charge of \$5.00 per day against any lot owner who is determined by the Property Owners Association to be in violation of any of these restrictive covenants. The lot owner shall be notified in writing of the determination of the Property Owners Association and the nature of the violation and shall be given ten (10) days from date of notification within which to correct such violation(s). If the violation is not corrected within said ten (10) day period, the per day charge shall be assessed against the lot owner beginning with the date of notification and shall accrue until such correction.

(3) Each and every owner covenants and promises to pay to the Property Owners Association, when due any and all dues and fees assessed by the Property Owners Association. Any dues and fees not paid within fifteen (15) days of their due date shall be in default and shall be subject to a late fee of ten dollars (\$10.00) or such other or additional amounts as may be set by the Property Owners Association and permitted by applicable law. Each and every owner of any and all lots within the Subdivision covenants and agrees that the Property Owners Association and its successors and assigns shall have a lien upon their lot(s), inferior only to the lien for taxes and any duly recorded mortgages, to secure the payment of any dues and fees in default and any reasonable court costs and attorneys' fees incurred in connection with the collection of same, and such lien shall be evidenced by the filing of a statement by the Property Owners Association in the Public Records of Hill County, Texas, attesting to such default.

(4) No sale, transfer, lease or disposition of any lot in the Subdivision shall be consummated unless and until the name and address of the purchaser or transferee has been provided to the Property Owners Association. The original lot owner shall remain liable for all fees and assessments hereunder until the new owner's name is entered into the Property Owners Association's records.

(5) Violation of, or failure to comply with, the Covenants and Restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on the lot. Invalidation of any one of the covenants or restrictions contained herein, or any

portion thereof, by a judgment or court order shall not affect any of the other covenants or restrictions herein contained, which shall remain in full force and effect. In the event any portion of these Covenants and Restrictions conflicts with mandatory provisions of any ordinance or regulation, promulgated by any governmental agency which may have jurisdiction over the Subdivision, then such governmental requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in the lot shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to these Covenants and Restrictions.

(6) The Covenants and Restrictions herein shall constitute covenants running with the land and shall be binding upon all persons and entities acquiring any lot, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to a lot, shall thereby agree and covenant to abide by and perform all of the covenants and restrictions set forth herein.

DEVELOPER:

DOUBLE DIAMOND, INC.

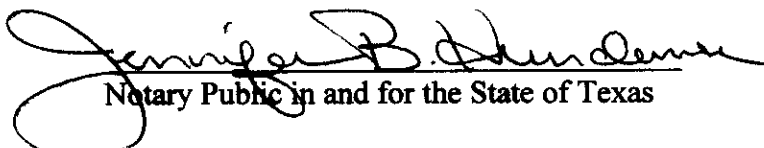
By: 
R. Mike Ward, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared R. Mike Ward, President of DOUBLE DIAMOND, INC., a Texas corporation, and acknowledged to me that he executed the foregoing instrument as the act of DOUBLE DIAMOND, INC., for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of September 1996.




Notary Public in and for the State of Texas

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007025

FILED
AT 4:25 O'CLOCK P.M
ON THE 10 DAY OF Sept
A.D., 1996.

Ruth Pelham
COUNTY CLERK, HILL CO. TEXAS
BY Rp DEPUTY

STATE OF TEXAS
COUNTY OF HILL

I hereby certify that this instrument was FILED on the date and at the time stamped heron by me and was duly RECORDED in the Volume and Page of the Official Public Records of Hill County, Texas.



Ruth Pelham
County Clerk, Hill County, Texas
BY Nicole Stewart DEPUTY

RECORDED 9-10-96

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