

PLEASE RETURN TO:
DOUBLE DIAMOND COMPANIES
3500 Maple Ave., Su. 1400
Dallas, TX 75219

STATE OF TEXAS §
§
COUNTY OF HILL §

009806

SECOND AMENDMENT TO DECLARATION
REGARDING ESTABLISHMENT OF THE
WHITE BLUFF PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, DOUBLE DIAMOND, INC., (hereinafter referred to as "Developer") caused to be recorded a Declaration regarding the Establishment of the White Bluff Property Owners Association, Inc., in Volume 724, Page 867 of the Deed Records of Hill County, Texas (hereinafter the "Declaration") and

WHEREAS, Developer wishes to amend Article II of the Declaration.

NOW THEREFORE, the Declaration is amended as follows:

1. Section 8. of Article II shall be deleted in its entirety.

WITNESS the Developer's hand at Dallas, Texas on this the 12th day of December, 1996.

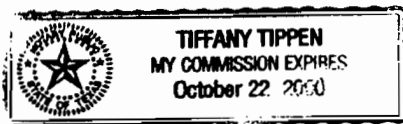
DOUBLE DIAMOND, INC.,
a Texas Corporation

By: [Signature]
R. Mike Ward, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared R. Mike Ward, President of DOUBLE DIAMOND, INC., on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12th day of Dec, 1996.



[Signature]
Notary Public in and for the State of Texas

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persons appointed by the Association to approve or disapprove applications for construction of improvements on any Lot Within the Property.

ARTICLE II

WHITE BLUFF PROPERTY OWNERS' ASSOCIATION, INC.

PURPOSE AND POWERS

The Association is created to carry out a uniform plan for improvement and development of the Property and to exercise the rights granted in the Covenants as well as the specific purposes stated below:

Section 1. To provide for the acquisition, construction, management, maintenance and care of the Association property.

Section 2. To provide for and assist in maintenance, preservation and architectural control of the Property and to promote the health, safety and welfare of the Owners and residents of the Property.

Section 3. To operate and or maintain central water and sewer systems for the use and benefit of the Owners and residents of the Property.

Section 4. To borrow money (if necessary) and to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, subject to the terms and provisions of, and limitations and prohibitions within, the applicable Texas non-profit corporation laws.

Section 5. To cause the Common Areas to be maintained, operated, regulated and administered in accordance with any applicable terms and conditions of the Covenants or as may be otherwise prescribed by the Association.

Section 6. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as may be set forth in the Covenants or as may be otherwise prescribed by the Association.

Section 7. To fix, levy, collect and enforce payment by any lawful means, all charges, fees or assessments provided for by the terms of the Covenants and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including any licenses, taxes or governmental charges which may be levied or imposed against the Common Area or any other property owned by the Association.

Section 8. To amend the Covenants by resolution of the Board of Directors, except as otherwise provided in (i) Article III, Section 2 hereof, (ii) the Texas Non-profit Corporation Act or (iii) any other applicable law.

Section 9. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors of the Association, will promote the common benefit and enjoyment of the Owners and residents of the Property; provided, however, that no part of the net earnings of the Association shall inure to the benefit of or be distributable to any Member, director or officer of the Association, or any private individual (except that reasonable compensation may be paid for service rendered to or for the Association related or pertaining to one or more of its purposes); and provided further that no part of the activities of the Association shall include carrying on propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution or statements) any political campaign on behalf of any candidate for public office.

ARTICLE III

MEMBERSHIP

Section 1. Every person or entity who is now or hereafter becomes an Owner shall automatically be and must remain a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

1996-1212
Deleted-