

**DECLARATION ESTABLISHING
VISTA POINT TIMESHARE REGIME**

WHEREAS, Double Diamond, Inc. a Texas corporation with offices in Dallas, Dallas County, Texas (referred to as the "Declarant") is the owner of lots and tract of land in The Cliffs Phase B Subdivision (including all improvements and structures thereon and all easements, rights, and appurtenances belonging thereto) located in Palo Pinto County, Texas (referred to as the "Property"), more particularly described in the survey map attached hereto as Exhibit "A" and incorporated herein.

WHEREAS, Declarant submits the Property to a Timeshare Regime and to the uses created by this Declaration in accordance with the terms of the Texas Timeshare Act, §221.001 et seq of the Texas Property Code.

WHEREAS, it is the intention and desire of Declarant to establish by this Declaration a uniform plan for the development, sale, use, and ownership of Timeshare Interests in apartment units located on the Property, which Units are more particularly described in the architectural plans attached hereto as Exhibit "B" and incorporated herein, and to impose on the Property mutually beneficial restrictions and covenants for the beneficial of all estates in the Property and all owners thereof.

NOW, THEREFORE, Declarant declares the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Timeshare Interests, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Purchaser of the Property and shall inure to the benefit of and be binding on each successor in interest of the Purchasers.

ARTICLE I**DEFINITIONS**

1.01. "Amenities" means the recreational facilities and amenities of The Cliffs Subdivision in Palo Pinto County, Texas, and all additions thereto, described in Exhibit "C" attached hereto and incorporated herein, ("Cliffs Development") all of which belong to, or are under the control of, Declarant.

1.02. "Articles" means the Articles of Incorporation of the Council of Owners.

- 1.03. "Board" means the Board of Directors of the Council of Owners.
- 1.04. "Bylaws" means the Bylaws of the Council of Owners and amendments to the Bylaws that are or shall be adopted by the Board.
- 1.05. "Common Elements" means and includes recreational and service facilities of the Property as well as the land (excluding land comprising part of a Unit) which is described on Exhibit "A" to which this Declaration applies, all of which belong to the Council of Owners.
- 1.06. "Common Expenses" means and includes expenses for the construction, maintenance, repair, operation, management and administration of the Property, as well as all other expenses made "Common Expenses" by this Declaration or by the Board.
- 1.07. "Council of Owners" means the Vista Point Council of Owners, Inc., a corporation organized under the Texas Non-Profit Corporation Act for the management of the Regime, the membership of which consists of all of the Owners of the Timeshare Estates.
- 1.08. "Declarant" means Double Diamond, Inc or its successors and assigns.
- 1.09. "Declaration" means this Declaration document and all that it contains.
- 1.10. "Manager" means the person, if any, appointed by the Board to manage the Property.
- 1.11. "Member" means every person or entity entitled to membership in the Council of Owners as provided in this Declaration.
- 1.12. "Owner" means any person, who acquires a legal or equitable interest in any Unit or Units other than as a security for an obligation.
- 1.13. "Person" means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.
- 1.14. "Property" means a parcel of land out of the Garcia, Montez and Duran Survey, Abstract No. 1540, Palo Pinto County, Texas; said parcel being Lots 133 and 134, Phase B, The Cliffs, recorded in Slides 491-498 of the Plat Records of Palo Pinto County, Texas, improvements and structures thereon; and easements, rights and appurtenances thereto as more fully described in Exhibit "A".
- 1.15. "Rules and Regulations" means and refers to the rules and regulations for the use of the Property adopted by the Council of Owners.
- 1.16. "Service Period" means the period beginning at ten o'clock a.m. each Friday and extending to three o'clock p.m. of each Friday, as well as any other time not specifically designated as Use Periods.

1.17. "Timeshare Estate" is any arrangement under which a Person receives a freehold estate in one or more Units and the exclusive right to use such Units for a specific time period on a recurring basis.

1.18. "Timeshare Instruments" means the Declaration for the use of the Property and the Articles and Bylaws of the Council of Owners.

1.19. "Timeshare Interest" means an undivided two hundred and eighth (1/208) fee simple interest in the Units and the perpetual right to use a Unit for one week per year.

1.20. "Timeshare Period" means the period within which an Owner is entitled to the exclusive possession, occupancy, and use of a Unit and to the non-exclusive use of the Common Elements and the Amenities.

1.21. "Timeshare Use" means any arrangement under which a Person receives the right of use of the Property by lease, rental agreement, license, use agreement, or other means from an Owner. Timeshare Use excludes hotel or motel type operations.

1.22. "Unit" means each separate apartment located on the Property, more fully described in Exhibit "B", from exterior wall to the center of the party wall separating two Units (or from the center of one party wall to the center of another party wall, if a Unit is an interior Unit) including the roof thereof, together with the tract of land on which the Unit is located together with all air conditioning, heating and hot water heating equipment servicing a Unit.

1.23. "Use Period" means a period of time beginning at three o'clock p.m. on Friday and extending until ten o'clock a.m. of the succeeding Friday.

1.24. "Cliffs POA" means The Cliffs Property Owners Association, Inc., a corporation organized under the Texas Non-Profit Corporation Act for the management of the Amenities, the membership of which consists of all Owners of Timeshare Estates or subdivided lots in The Cliffs Development.

ARTICLE 2

THE PROPERTY

2.01. **Property Subject to Declaration.** All the real property described in Exhibit "A" to this Declaration, including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property shall be subject to this Declaration.

2.02. **Unit Ownership.** A Timeshare Estate may be owned by more than one Person only in the case of (i) two single individuals or (ii) where the Owners are married to each other. A Timeshare Estate may not be owned by an entity that has more than one owner, shareholder, partner, or beneficiary, the effect of which would be to give the benefits of ownership of a shareholder, partner

or beneficiary may own a Timeshare Estate if it irrevocably designates to the Council of Owners in writing the one person who will be the Owner of the Timeshare Estate for purposes of this Declaration. Until such entity designates the person to be the Owner of its Timeshare Estate, no one may exercise any privileges of ownership associated with such Timeshare Estate.

2.03. Exclusive Possession, Occupancy, and Use. Each Owner and the Owner's dependents (minor children and adult children living at home) shall be entitled to (i) the exclusive possession, occupancy, and use of a Unit during the Owner's Timeshare Period(s) and (ii) the general, non-exclusive use of the Amenities, at any time.

2.04. Amenities. Each Owner and the Owner's dependents (minor children and adult children living at home) shall be entitled to use the Amenities described in Exhibit "C". Each Owner and the Owner's dependents may use the Amenities in accordance with the purpose for which they are intended as long as the rules and regulations governing their use are abided by. Owners shall not have any freehold estate or fee simple interest in any of the Amenities.

2.05. Partition of Timeshare Interest. Any Timeshare Estate conveyed by Declarant shall consist of the right to (i) use and enjoy the Units and Amenities as herein provided, and (ii) the undivided interest in the Units allocated hereunder to such Timeshare Estate. Once the Timeshare Estate has been conveyed by the Declarant, no Owner may sell, convey, hypothecate or assign either the use privileges or the freehold interest in the Unit without the other and any sale, conveyance, hypothecation or encumbrance by an Owner in violation hereof shall be void and of no effect. The Timeshare Estate shall not be the object of an action for partition or division so long as the Timeshare Property remains in a Timeshare Regime.

2.06. Owner's Non-Exclusive Easement. Each Owner shall have a non-exclusive easement for the use and enjoyment of the Amenities and for ingress and egress over and through the roads within the Cliffs Subdivision and all additions thereto. These easements shall be appurtenant to and shall pass with the title to each Timeshare Estate.

2.07. Easement Affecting Timeshare Property. The Property is subject to the following easements:

- (a) The Declarant, the Council of Owners, and the Cliffs POA and all public utilities furnishing services for common use to the Property shall have access to each Unit and to the Property, from time to time during reasonable hours as may be necessary, for the installation, maintenance, repair, or replacement of any of the utilities, or for making emergency repairs which are necessary to prevent damage to the Units or for inspection and eradication of insects or other pests.
- (b) The Declarant hereby reserves an easement and right of ingress and egress in and to those portions of the Property which are reasonably necessary for Declarant to construct additional improvements in the Property, and the Declarant further reserves the right to establish easements, reservations, exceptions, and exclusions in the best interests of the Owners in order to serve the Property.

ARTICLE 3

UNITS

3.01. Division of Units into Use Periods and Service Periods. Each Unit is hereby divided into a total of fifty-two (52) Use Periods, each period being one (1) week in duration and beginning at three o'clock p.m. on Friday and extending until ten o'clock a.m. of the Friday one (1) week thereafter. Interposed between each Use Period is a five (5) hour Service Period beginning at ten o'clock a.m. and extending to three o'clock p.m. on the last day of each Use Period that same day.

3.02. Use and Occupancy of Unit. Each Owner shall have the exclusive right to occupy such Unit during his or her Use Period or Use Periods (and in the case of Declarant, during all Use Periods not otherwise conveyed) and to authorize others to do so, together with the non-exclusive right, in common with all the other Owners, to have the Council of Owners maintain and repair such Unit during Service Periods. No Owner shall occupy his or her Unit or exercise any other rights of ownership with respect to his or her Unit other than the rights provided to him or her in this Declaration during any other Use Period unless expressly authorized by the Owner entitled to occupy the Unit during such Use Period. The Units shall be used solely for residential purposes. No Unit (except Units owned by Declarant) may be used for any commercial or business purposes.

3.03. Maintain Unit in Good Order. Each Owner shall keep his or her Unit and the Common Elements in a neat and clean condition during his or her Use Period or Use Periods, vacate the Unit at the expiration of his or her Use Period or Use Periods, remove all personal property belonging to the Owner from the Unit, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable check-out and other procedures and regulations as may from time to time be contained in the Rules and Regulations.

3.04. Damage or Liability. Each owner shall be liable for all damages to the Amenities, Common Elements or other Council property that is sustained by reason of the negligence or willful misconduct of such Owner, or the Owner's family, guests or tenants.

3.05. Business Use of Units. Declarant and its agents, employees, representatives and managers may maintain a business and sales office, model units and other sales facilities necessary or required to enable it to market Timeshare Estates. Declarant may place signs in or around the common walks and drives and may use Common Elements for sales purposes to the exclusion of other uses. Owners, other than the Declarant, however, are prohibited from placing any signs in or around the Property or otherwise conducting any business therefrom.

ARTICLE 4

COUNCIL OF OWNERS

4.01. Council of Owners. The Council of Owners, is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Council of Owners'

Articles of Incorporation and Bylaws.

4.02. **Membership.** Membership in the Council of Owners is automatically granted to the Owner(s) of each Timeshare Interest. On the transfer of the title to any Timeshare Interest, the membership of the transferor automatically ceases and each new Owner becomes a Member.

4.03. **Voting Rights.** Voting shall be on a percentage basis. The Owner of each Timeshare interest is entitled to a percentage of the total vote equal to the percentage interest that the Owner of such Timeshare Interest bears to all Timeshare Interests. If a Timeshare Interest has more than one Owner, the aggregate vote of the Owners of the Timeshare Interest may not exceed the percentage of the total vote assigned to such Timeshare Interest.

4.04. **Membership Meetings.** Meetings of the Members shall be called, held and conducted in accordance with the requirements and procedures set forth in the Bylaws.

4.05. **General Powers and Authority.** The Council of Owners shall have all of the powers of a non-profit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Timeshare Instruments. The Council of Owners may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Timeshare Instruments.

4.06. **Duties of the Council of Owners.** In addition to the duties delegated to the Council of Owners or its agents and employees elsewhere in the Timeshare Instruments, the Council of Owners shall be responsible for the following:

- (a) To pay all taxes and assessments, expenses, including Common Expenses, and other costs or charges affecting or relating to a Unit, the Common Elements, or the Timeshare Property, and to discharge, contest or protest liens or charges affecting a Unit, the Common Elements, or the Property.
- (b) To enter into leases for the personal property to be contained in each Unit (such as appliances, furniture, sheets and linens, dishes, cooking utensils and the like) and leases or other agreements for the use of recreational facilities and amenities by the Owners, and to charge the rent or fees paid pursuant to such leases or agreements as Common Expenses to the Owners.
- (c) To adopt from time to time and enforce reasonable rules relating to the possession, use and enjoyment of a Unit by its Owners.
- (d) To obtain and pay the cost of legal and accounting services necessary or proper in the maintenance and operation of the Units, the Common Elements or the Property, and the enforcement of this Declaration and the Rules and Regulations.
- (e) To assess the Owners for Common Expenses and to collect such assessments from the Owners.

(f) To do all other acts or things necessary or appropriate for the ordinary and necessary operation and maintenance of the Units, the Common Elements, or the Property, or to preserve and protect the Units, the Common Elements, or the Property in the event of any emergency, or to construct improvements to improve the value of the Property.

4.07. **Board of Directors.** The affairs of the Council of Owners shall be managed and its duties and obligations performed by an elected Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors shall be set forth in the Bylaws of the Council of Owners.

4.08. **Powers and Duties of the Board.** The Board may exercise all powers and duties not prohibited it by this Declaration, the Articles, the Bylaws and the applicable laws of the State of Texas, including without limitation, the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act and the Texas Timeshare Act.

ARTICLE 5

ASSESSMENTS

5.01. **Covenant to Pay.** The Declarant covenants and agrees for each Timeshare Interest owned by it and pertaining to the Property, and each Owner by purchase of a Timeshare Interest is deemed to covenant and agree, to pay to the Council of Owners the regular and special assessments described in this Declaration or levied pursuant to the provisions of this Declaration. The assessments, together with interest costs, shall be the personal obligation of each Owner at the time the assessment becomes due and payable and shall be a lien and charge on the Timeshare Interest against which the assessment is made. All monies collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, use and maintenance of the Property by the Council of Owners. The Owners may not waive or otherwise escape liability for these assessments by non use of the Amenities or by abandonment of the Owner's Timeshare Interest.

5.02. **Regular Assessments.** Regular assessments shall be made within sixty (60) days prior to the beginning of each calendar year. The Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Owner according to the ratio of the number of Timeshare Interests owned by the Owner assessed to the total number of Timeshare Interests in the Property subject to assessment.

5.03. **Special Assessments.** Special assessments may be made if the Board determines that the amount to be collected from regular assessments will be inadequate to defray the Common Expenses for the year due to the cost of any construction, unexpected repairs, replacements of

capital, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

5.04. Payment of Assessment on Conveyance of Timeshare Estate. On the sale or conveyance of a Timeshare Estate, all unpaid assessments against an Owner for the Owner's share in the expenses to which Paragraphs 5.02 and 5.03 of this Declaration refer shall first be paid out of the sale price or by the buyer in preference over any other assessments or charges of whatever nature, except the following:

- (a) Assessments and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Timeshare Estate.
- (b) Amounts due under mortgage instruments duly recorded.

5.05. Limitations on Assessments. The Board may not, without the approval of majority of the voting power of the Council residing in Members other than Declarant, impose a regular annual assessment per Timeshare Interest that is more than twenty percent (20%) greater than the regular annual assessment for the preceding year, nor levy special assessments that in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Council for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Council for funds expended in order to bring the Owner into compliance with the provisions of the Council's Timeshare Instruments.

5.06. Commencement of Assessments. Regular assessments shall commence on the date of the closing of the first sale of a Timeshare Interest in the Timeshare Regime.

5.07. Unit Assessments. Each Owner shall promptly pay to the Council of Owners:

- (a) The cost of any special services allocable to the Owner's occupancy of the Unit during such Owner's Use Period or Periods.
- (b) The cost to repair any damage to the Unit or any part thereof (to the extent not covered by insurance) due to any intentional or negligent act or omission of such Owner, his family, guests, invitees, tenants or lessees, or resulting from his breach of any provision of this Declaration or for the Rules and Regulations.

5.08. Lien and Foreclosure for Delinquent Assessments. The Council of Owners shall have a lien on each Timeshare Estate for any delinquent assessment attributable to that Timeshare Estate subject only to the assessments or charges referred to in Paragraph 5.04 of this Declaration. The Council of Owners is authorized to enforce the lien through nonjudicial foreclosure. The Owners hereby expressly grant to the Board of Directors a power of sale, through a trustee designated in writing by the Board, in connection with any such liens.

ARTICLE 6

RESTRICTIONS AND COVENANTS

6.01. Use Restrictions. The right of an Owner and the Owner's guests to occupy or to use a Unit or the Common Elements is subject to the Rules and Regulations attached hereto as Exhibit "D" and incorporated herein. The right of an Owner and the Owner's guest to use the Amenities is subject to the Covenants and Restrictions recorded in the Deed Records of Palo Pinto County, Texas, attached hereto as Exhibit "E" and incorporated herein.

6.02. Improvements Restrictions. Except as otherwise provided in this Declaration, no Owner shall make improvements, decorations or repairs to the Unit, the Common Elements or contract so to do or subject the Unit or the Property generally to any liens for the making of any improvements, decorations or repairs, unless such improvements or repairs are: (i) made with the prior written consent of the Declarant or the Council of Owners or (ii) required to prevent damage or injury to persons or property in an emergency.

6.03. Exemption. Declarant shall be exempt from the restrictions described in Exhibit "D" of this Declaration to the extent necessary for completion of construction, sales, or additions to the Timeshare Regime. Such exemption includes, but is not limited to, maintaining Units as models, placing advertising signs on the Property, and generally making use of the Units and Common Elements as is necessary to carry on construction activity.

ARTICLE 7

DAMAGE OR DESTRUCTION

7.01. Repair of Damage or Destruction. In the event of any damage or destruction to the Property, whether resulting from insured or uninsured casualty, other than by ordinary wear and tear, the Council of Owners shall cause the damage to be repaired as soon as possible. Any available insurance proceeds shall be applied to reconstruct the Property.

7.02. Obtaining Bids for Reconstruction. In the event of any damage or destruction to the Property, the Board shall obtain firm bids from two or more responsible contractors to rebuild the Property in accordance with its original plans and specifications. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Board to consider the bids and award a contract to rebuild any damaged Property. If the Board fails to do so within sixty (60) days after the casualty occurs, any Member may obtain bids and call and conduct a meeting of Members. At such meeting, the Members may, by fifty one percent (51%) vote of all Members, elect to accept a bid or to reject all of the bids. If all bids are rejected by the Board or by the Members, as the case may be, the Board shall obtain additional bids for consideration.

7.03. Reconstruction Assessments. In the event that any damage or destruction to the Property is to be repaired, restored, or replaced by the Council of Owners, the Council of Owners may levy a reconstruction assessment against each Member in the same ratio as applied for regular assessments over and above the amount of the insurance available for the purpose.

ARTICLE 8

MECHANICS LIENS

No labor performed or material furnished and incorporated in a Unit with the consent or at the request of an Owner or his or her agent, or his contractor or subcontractor shall be the basis for filing of a lien against the Timeshare Estate of any other Owner not expressly consenting to or requesting the same, or against the Property. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Timeshare Estate of any Owner or against the Common Elements for construction performed or for labor, materials, services or other products delivered at such Owner's request.

ARTICLE 9

TAXATION

Any ad valorem property taxes assessed against the Property or any part thereof shall be paid by the Council of Owners as a Common Expense.

ARTICLE 10

DECLARATION CHANGES

10.01. Reservation to Expand the Use of the Property. Declarant hereby reserves for itself, its successors and assigns, the right, in its sole discretion, to expand the Property from time to time to include within this Declaration additional properties, improvements and Units. In the event the Property is expanded as herein provided to include additional Units, the Owners of the Timeshare Estates in Units so added shall mandatorily become members of the Council of Owners and entitle the Owners to the use of the Common Elements and Amenities. The Owners of the Timeshare Estate in Units so added shall be subject to all of the terms, restrictions, covenants and conditions of this Declaration. The additions authorized under this paragraph shall be made by filing of record in the office of the County Clerk of Palo Pinto County, Texas, a Supplementary Declaration (the "Supplemental Declaration") with respect to such additional property, which shall extend the operation and effect of the terms, restrictions, covenants and conditions of this Declaration to such additional property. The Supplemental Declaration may contain such

complementary additions and/or modifications of the terms, restrictions, covenants and conditions contained in this Declaration as may be desirable or necessary, in the sole judgment of Declarant, to improve the Property.

10.02. Amendment of Declaration by Declarant. Declarant or its successors or assigns may amend this Declaration or any exhibit attached hereto at any time as may be required by law and Declarant or its successors or assigns shall also have the right to amend this Declaration or any exhibit attached hereto in any way which, in the sole opinion of Declarant or its successors or assigns, is desirable or necessary to improve the property subject only to the following restrictions:

- (a) An amendment of the Declaration may not alter or destroy a Unit or a Common Element without the consent of the affected Owners and the Owners' first lien mortgagees, if any.
- (b) Any amendment shall be evidenced by a writing and shall be effective on filing thereof in the Public Records of Palo Pinto, County, Texas.

10.03. Amendment of Declaration by Owners. After Declarant has conveyed seventy-five percent (75%) of the Timeshare Interests, this Declaration may be amended only at a meeting of the Owners at which the amendment is approved by at least sixty-seven percent (67%) of the Owners.

10.04. Revocation of Declaration. The Declaration shall not be revoked unless (i) Sixty-seven percent (67%) of the Owners and (ii) Declarant consent and agree to such revocation by instrument(s) duly recorded.

ARTICLE 11

MISCELLANEOUS

11.01. Severability. If any provision of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

11.02. Number and Gender. Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

11.03. Nonwaiver of Remedies. Each remedy provided for in this Declaration is separate, distinct, and non-exclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy, or any other remedy of this Declaration.

11.04. Interpretation. The provisions of this Declaration shall be liberally construed and

interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Timeshare Regime.

11.05. Limitation of Liability. The Liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment or other divestment of the Owner's entire interest in the Owner's Timeshare Estate with respect to obligations arising from and after the date of such divestment.


11.06. Fair Housing. Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry or national origin.

11.07. Binding. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and/or assigns.

11.08. Timeshare Property part of Timeshare System. The Timeshare Units herein described are part of an internal timeshare system. In addition to the Timeshare Regime described herein Declarant has established the Birkdale Timeshare Regime on Porsum Kingdom Lakes, Crawford, Palo Pinto County, Texas; Heartwood Timeshare Regime on Lake Whitney, Hillsboro, Hill County, Texas; and Sugarloaf Timeshare Regime, Eagle Rock Resort, Hazleton, Pennsylvania. The Units and terms of use described herein and in the Birkdale, Heartwood and Sugarloaf Timeshare Regimes are the same in all material respects. Purchasers of Timeshare Interests hereunder may exchange a Use Period herein with a Use Period in the Birkdale, Heartwood or Sugarloaf Timeshare or vice versa, as the case may be. Declarant may, at its sole option, add additional timeshare units in other developments owned and developed by Declarant or its affiliated companies to this internal timeshare system. The internal timeshare system is for purposes of exchanges only and the timeshare fees collected from owners of timeshare interests in each timeshare regime included within the internal system will not be placed in a common account.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this 25 day of October, 2002.

DOUBLE DIAMOND, INC.

By: 
R. Mike Ward, President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Acknowledged before me this 25 day of October, 2002 by R. Mike Ward,
President of DOUBLE DIAMOND, INC., a Texas corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 25 day of
October, 2002.





Notary Public in and for the State of Texas

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EXHIBIT 'A'

14

Copy to: Jeff Schmidt

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LAWSON LAND SURVEYING

RT 1 BOX 1-A
GRAHAM, TX 75840
940 779-4182

FAX: 940 779-4008

161 N. 8542333
GRAHAM, TX 75840
940 779-4116

September 19, 2002

FIELDNOTES

Vista Point Condominium, Building No. 1

Being a parcel of land out of the Garcia, Mosier and Duran Survey, Abstract No. 1540, Palo Pinto County, Texas. Said parcel also being a part of Lots 133 and 134, Phase 8, The Cliffs, Phase 8, The Cliffs recorded in Slides 451-498 of the Plat Records of Palo Pinto County, Texas. Said parcel being described as follows:

Beginning at the east corner of said parcel, from which the west east corner of said Lot 133 bears S 66°45'53" E 37.68 feet;

Thence S 39°20'03" W 71.35 feet to a point for corner;

Thence N 51°39'57" W 56.58 feet to a point for corner;

Thence N 39°20'03" E 72.35 feet to a point for corner;

Thence S 51°39'57" E 56.58 feet to the point of beginning.

(Bearing baseline southeast line lot 134)

J.C. Lawson
J.C. LAWSON, JR.



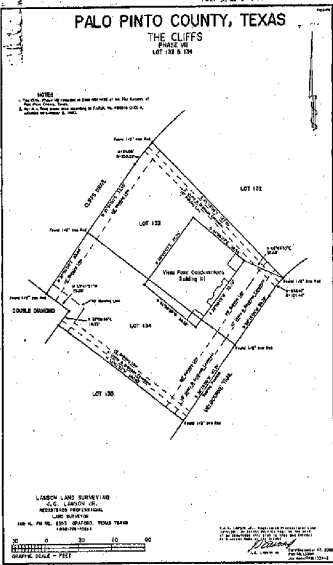
020917

PALO PINTO COUNTY, TEXAS

THE CLIFFS PHASE VII LOT 132 & 134

NOTES

The Cliffs, Phase VII consists of 288 lots and is the first of the Cliffs of Palo Pinto County, Texas.
 & is a fee simple estate according to F.O.R. No. 48914-010-A.
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LAWSON LAND SURVEYING
 C.G. LAWSON, JR.
 REGISTERED PROFESSIONAL
 LAND SURVEYOR
 NO. 48,914, P.M. NO. 1315, DALLAS, TEXAS
 (940) 779-1551

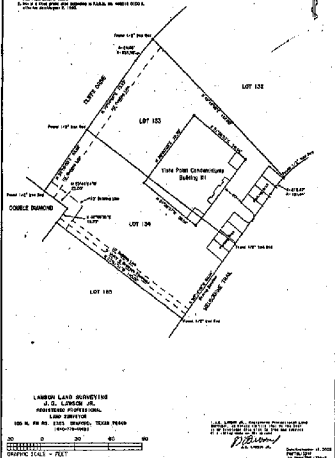
GRAPHIC SCALE = FEET
 0 20 40 60 80

C.G. LAWSON, JR., REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 48,914, P.M. NO. 1315, DALLAS, TEXAS (940) 779-1551
 C.G. LAWSON, JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 48,914, P.M. NO. 1315, DALLAS, TEXAS (940) 779-1551

PALO PINTO COUNTY, TEXAS

THE CLIFFS PHASE 105 LOT 132 & 134

- NOTES**
1. See (Plan) Plans and Records in Room 4000-001 of the City Records of Palo Pinto County, Texas.
 2. See a 2 foot grade and existing in PLACE IN 1981 & 2002. (Official recording 8, 1981)



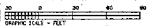
LABOR LAND SURVEYING
J. G. LAWSON JR.
 REGISTERED PROFESSIONAL

LAND SURVEYOR
 100 N. FM RD. 1242, BRANFORD, TEXAS 76025
 (840)734-4000

L. E. LAWSON JR., PROFESSIONAL ENGINEER
 BRANFORD, TEXAS 76025
 (840)734-4000

J. G. Lawson Jr.
 J. G. Lawson Jr.

DATE: 09/20/02
 PLAN: 105
 SHEET: 152-1



PALO PINTO COUNTY, TEXAS

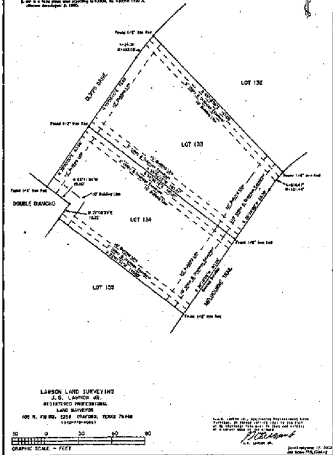
THE CLIFFS PHASE VII LOT 133 & 134

NOTED

1. THE CIVIL ENGINEER HAS REVIEWED THIS SURVEY OF THE PROPERTY AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS SURVEYING ACT.

2. THE CIVIL ENGINEER HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OFFICE AND HAS FOUND THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER INTERESTS.

3. THE CIVIL ENGINEER HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OFFICE AND HAS FOUND THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER INTERESTS.



LARSON LAND SURVEYING
 J.S. LARSON, JR.
 REGISTERED PROFESSIONAL
 LAND SURVEYOR
 102 N. 7th St., 2258 FAYARD, FORT WORTH
 (817) 733-1001

J.S. LARSON, JR., REGISTERED PROFESSIONAL LAND SURVEYOR, BEING EMPLOYED BY THE CIVIL ENGINEER, HAS REVIEWED THIS SURVEY AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS SURVEYING ACT.

J.S. Larson
 J.S. LARSON, JR.

0 30 60 90
 GRAPHIC SCALE - FEET

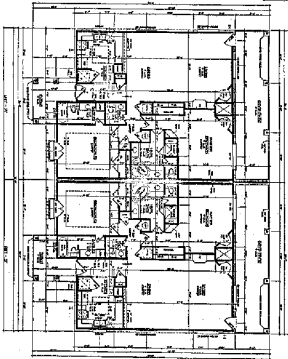
Survey Record 1160 Page 153

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EXHIBIT "B"

18

UNIT - 'N'	AREA CALCULATIONS
NO. OF UNITS	1
NO. OF BEDROOMS	2
NO. OF BATHS	2
NO. OF KITCHENS	2
NO. OF LIVING AREAS	2
NO. OF DINING AREAS	2
NO. OF HALLS	2
NO. OF STAIRS	2
NO. OF TERRACES	2
NO. OF PORCHES	2
NO. OF GARAGES	2
NO. OF BALCONIES	2
NO. OF PATIOS	2
NO. OF OTHER AREAS	2
TOTAL AREA	1,000.00



FIRST FLOOR PLAN

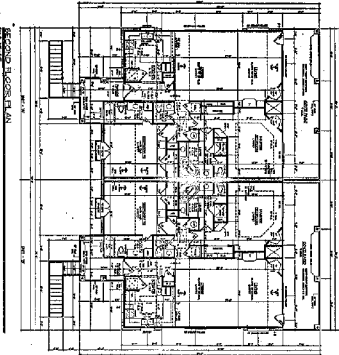
UNIT - 'W'	AREA CALCULATIONS
NO. OF UNITS	1
NO. OF BEDROOMS	2
NO. OF BATHS	2
NO. OF KITCHENS	2
NO. OF LIVING AREAS	2
NO. OF DINING AREAS	2
NO. OF HALLS	2
NO. OF STAIRS	2
NO. OF TERRACES	2
NO. OF PORCHES	2
NO. OF GARAGES	2
NO. OF BALCONIES	2
NO. OF PATIOS	2
NO. OF OTHER AREAS	2
TOTAL AREA	1,000.00



DOUBLE DIAMOND, INC.
2 BEDROOM - 4 UNIT CONDOS

THIS PLAN IS THE PROPERTY OF DOUBLE DIAMOND, INC. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF DOUBLE DIAMOND, INC. ALL RIGHTS ARE RESERVED.

UNIT - A	
AREA CALCULATIONS	
NO. OF UNITS	1
TOTAL AREA	1,100.00
NET AREA	1,100.00
PERCENTAGE	100.00



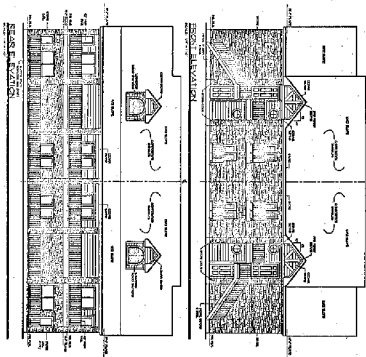
UNIT - B	
AREA CALCULATIONS	
NO. OF UNITS	1
TOTAL AREA	1,100.00
NET AREA	1,100.00
PERCENTAGE	100.00

SECOND FLOOR	
AREA CALCULATIONS	
NO. OF UNITS	2
TOTAL AREA	2,200.00
NET AREA	2,200.00
PERCENTAGE	100.00



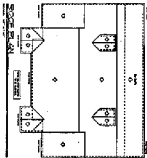
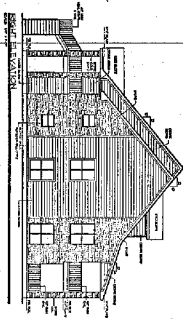
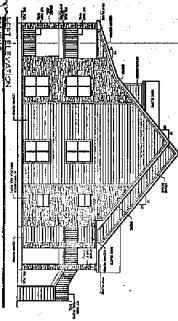
DOUBLE DIAMOND, INC.
2 BEDROOM - 4 UNIT CONDOS

THIS PLAN IS THE PROPERTY OF DOUBLE DIAMOND, INC. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF DOUBLE DIAMOND, INC.

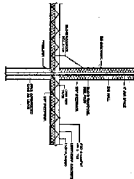


DOUBLE DIAMOND, INC.
3 BEDROOM - 4 UNIT CONDOS

NOT TO SCALE
FOR INFORMATION ONLY
DO NOT USE FOR CONSTRUCTION



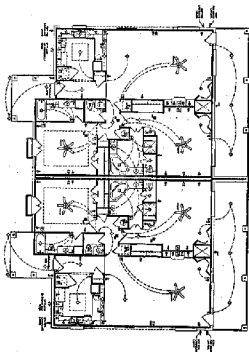
DOOR & WALL SECTIONS
 AS SHOWN IN SECTION 1 AND 2 OF THIS DRAWING
 ALL DIMENSIONS ARE IN FEET AND INCHES



DOUBLE DIAMOND, INC.
 2 BEDROOM - 4 UNIT CONDOS

ALL DIMENSIONS ARE IN FEET AND INCHES
 UNLESS OTHERWISE SPECIFIED
 ALL MATERIALS TO BE USED SHALL BE OF THE BEST QUALITY AVAILABLE
 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS

FIRST FLOOR ELECTRICAL PLAN

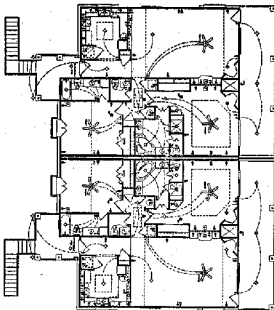


DATE: 11/11/88
DRAWN BY: J. J. BROWN
CHECKED BY: J. J. BROWN
SCALE: AS SHOWN
PROJECT NO. 1160-159

DOUBLE DIAMOND, INC.
2 BEDROOM - 4 UNIT CONDOS

THIS PLAN IS THE PROPERTY OF DOUBLE DIAMOND, INC. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF DOUBLE DIAMOND, INC. THE USER OF THIS PLAN AGREES TO HOLD DOUBLE DIAMOND, INC. HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY DOUBLE DIAMOND, INC. AS A RESULT OF THE USER'S USE OF THIS PLAN.

SECOND FLOOR ELECTRICAL PLAN



DOUBLE DIAMOND, INC.
2 BERKMAN - 4 UNIT COMPANY

THIS PLAN IS THE PROPERTY OF DOUBLE DIAMOND, INC. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF DOUBLE DIAMOND, INC.

EXHIBIT "C"

THE CLIFFS DEVELOPMENT

RECREATIONAL FACILITIES

Two Swimming pools withhouses

Two Lighted tennis courts
R.V. park w/14 utility hook-ups
and bathroom

Eighteen-hole golf-course w/ concrete
cart paths, pro-shop w/ dining and
locker room facilities

Marina facilities with slips store, fuel
pump, boat ramp and 124 boat slips

Dry boat storage facility
75 room Hotel, 20 Cooks rental units

Conference Center
Full Service restaurant

Beach with bathroom

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8822

FILED

IN 9

NOV 04 2002

CLERK OF COURTS

PALO PINTO COUNTY, TEXAS

BY [Signature]

POI-err.

THE STATE OF TEXAS
COUNTY OF PALO PINTO

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Palo Pinto county, Texas, in the Volume and Page as noted herein by me.



Rabbie Smith
County Clerk, Palo Pinto County, Texas

By *Ami Baker* Deputy

RECORDED: 5 DAY OF Nov A.D. 2002
OFFICIAL PUBLIC RECORDS, Volume 1160, Page 162

