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By: debora  
Janette K. Green, County Clerk  
Palo Pinto County, Texas  
10 Pages

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STATE OF TEXAS  
COUNTY OF PALO PINTO

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Palo Pinto County.

Janette K. Green, County Clerk

A handwritten signature in cursive script, appearing to read "Janette K. Green".

Record and Return To:



DOUBLE DIAMOND  
ATT: FELICIA SIAS  
5495 BELTLINE RD STE 200  
DALLAS, TX 75254

**FOURTEENTH AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE CLIFFS SUBDIVISION**

THE STATE OF TEXAS       §  
  §  
COUNTY OF PALO PINTO   §

THIS FOURTEENTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE CLIFFS SUBDIVISION is made and executed this 31st day of MAY, 2011 by Double Diamond, Inc. ("Developer").

A. Double Diamond, Inc., (at times "Developer" and at times "Declarant") was the original owner and is the developer of that certain real property located in Palo Pinto County, Texas, known as The Cliffs Resort, and more particularly described in the Plat Maps thereof recorded in the Plat Records of Palo Pinto County, Texas.

B. It is the intention and desire of Developer to develop the Property as a residential community with recreational facilities to be known as "The Cliffs." In furtherance thereof, developer will cause one or more plats of subdivided portions of the Property to be recorded in the Plat Records of Palo Pinto County (each subdivided lot of any such plat hereinafter referred to as a "Lot," whether improved or unimproved). Residential dwellings within the Property will be of different styles, including detached residences, condominiums, homes with one or more common walls, patio homes or other types of homes; all of which shall be developed and maintained as part of a residential development of superior quality, architectural design and condition. The Property will contain such roads, common areas, green belts, trails, ponds and parks as Declarant and the Association shall determine appropriate (the "Common Areas") and may contain recreational facilities such as golf courses, pro-shops, restaurants, tennis courts, swimming pools, club houses, recreational centers, marinas and other recreational facilities, as Developer, in its sole discretion (and without obligation hereunder), deems desirable or appropriate (the "Recreational Facilities").

C. Declarant and Developer desire to assure high quality standards for the enjoyment of the Property by any owner of a Lot ("Owner"), and to promote the recreational interest, health, safety, and social welfare of each Owner. To provide for the preservation, enhancement, and maintenance of the Property and the improvements thereon, Declarant and Developer desire to subject the Property to the covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each Owner.

D. To provide for the efficient management of the Property, Developer created the Cliffs Property Owners Association, Inc. ("the Association"), a Texas non-profit association, to maintain the Recreational Facilities and the Common Areas in the Property. The Association has the power and duty to administer and enforce the easements, covenants, conditions, restrictions, and limitations hereinafter set forth and to collect and disburse the assessments hereinafter created.

**DECLARATION**

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, limitations and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

### **I. PROPERTY OWNERS ASSOCIATION**

(1) Each and every Owner shall become a member of the Association and membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Use of the roads and facilities in the Property shall be limited to the Owners (and their children under 21 years of age, adult children actually residing with an Owner, and their accompanied guests) and the Declarant (and its guests or invitees).

(2) The Association shall have the right and authority to: (i) issue rules and regulations applicable to the Common Areas; (ii) own, operate or maintain central water and central sewer systems, (iii) collect maintenance fees, late charges, interest (at the highest permitted lawful rate) and all other costs and expenses permitted by law; (iv) implement a process involving lien rights and remedies to better secure the appropriate observance of these restrictive covenants and the rules and regulations of the Association; (v) permit the usage of Lots or any portion of the Property for streets, parking areas, uses normally associated with the customary development of a residential subdivision and uses hereon mandated, directed or encouraged by government authorities having jurisdiction over the Property; and (vi) exercise such other rights granted it under, and in accordance with, the Articles of Incorporation and Bylaws of the Association or elsewhere.

### **II. ARCHITECTURAL CONTROL COMMITTEE**

(1) The Board of Directors of the Association shall appoint an Architectural Control Committee ("the Committee"), composed of two or more individuals. The Committee shall function as the representative of the Association to provide for and assist in maintenance, preservation and architectural control of improvements to the Property. A majority of the Committee may designate a representative to act for it.

(2) No improvement or structure of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan (showing the location of such improvements on the Lot) have been submitted to and approved by the Committee. In addition, the Committee may require an Owner to provide evidence of financial ability to complete the proposed improvements.

(3) The Committee shall review applications for proposed improvements in order to ensure (i) conformity of the proposed improvements with the covenants, conditions and restrictions contained in this Declaration and (ii) harmony of external design thereof in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. If an application is rejected, the Committee will detail the reasons for rejection to assist the applicant to remedy the deficiencies.

(4) If the Committee fails to approve or reject an application for proposed improvements within thirty (30) days after actual receipt of the application by the Committee, then Committee approval shall be presumed, and the applicant shall be deemed to have fully complied with this Article II.

### **III. RESTRICTIONS**

(1) A Lot shall not be owned by more than (i) two married couples, (ii) one married couple and two single persons, or (iii) four single persons, or by an entity that has more than four owners, shareholders, partners, or beneficiaries, the effect of which would be to give the benefits of ownership of a Lot to more than four persons; provided, however, that an entity having more than four owners, shareholders, partners or beneficiaries may own a Lot if it irrevocably designates to the Association in writing the four persons who will be Owners of the Lot for purposes of this Declaration. Until such entity designates the persons to be Owners of its Lot, no one may exercise any privileges of ownership associated with such Lot.

(2) All Lots shall be used for single-family residential purposes only and no other structures or uses shall be permitted except on such Lots as have been, or may be, designated by the Association or Declarant for use as multi-family dwellings, Recreational Facilities, Common Areas, roads or commercial areas or as may otherwise be required for the development of the Property.

(3) No commercial activity or use shall be conducted on or from any Lot not designated as a commercial area on a recorded subdivision plat; provided, however, that the sale or resale of Lots, the use of Lots for drill sites or the use of Lots for utility services shall not be considered to be commercial activity. Furthermore, the charging and collecting of golf cart rentals, locker rentals, dock and boat slip fees, green fees, and the operation of golf and tennis pro shops, restaurants, grills and other food and beverage facilities, as well as other related activities, shall be expressly permitted within the Recreational Facilities and shall not be deemed to be a violation of the terms of this section. Any areas designated for commercial use are restricted to retail services and convenience uses including the following: retail, grocery, clothing, sporting goods sales, recreational vehicle sales and rentals (including boats and accessories sales and service) and gasoline sales. Other commercial uses may be permitted by the Association which do not detract from the quality of the Property.

(4) No Lot 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 this Declaration. Declarant or an Owner may file correction deeds or other similar corrective instruments to correct any surveying errors and to accurately describe a Lot, and any such corrective action shall not be deemed a violation of this section.

(5) Each single family residential dwelling constructed on a Lot abutting, or adjacent to the cliffs or bluffs overlooking Possum Kingdom Lake shall contain a minimum square feet of heated/cooled floor space as described in greater detail in the Table below:

Lots	Minimum Square Feet for Residence
Abut/Adjacent to Cliff or Bluffs	2000
Abut/Adjacent to Golf Course	1800
"Patio" Designated	1200
All Other Lots	1600

The minimum square footage in each case shall be 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 above the highest natural ground level abutting such improvements. All exterior railings located on the second story of a residence shall be metal. A "basement" level is permitted so long as the height restriction herein provided is not exceeded. The outside wall of each residential dwelling constructed on a Lot shall consist of not less than seventy-five (75%) percent masonry construction, consisting of brick, ledgerstone, fieldstone or native types of stone veneer. Up to forty percent (40%) may be stucco (no EIFS systems, however) or synthetic stone, subject, however, to prior approval by the Committee. Stucco (no EIFS systems) is permitted without the above masonry requirements provided that the plans include premium non-composite roof materials such as tile or slate and incorporate cast stone around all windows, doors, columns and rails. All such stucco plans shall be subject to prior approval by the Committee. Each single family residential dwelling shall, in addition to the above, have at least an 8:12 roof pitch, except for porch covers with a span less than eight (8) feet, and a two car, front-entry garage. Cases where the architectural design calls for a roof pitch of less than 8:12 will be reviewed by the ACC on a case-by-case basis and approved only if the design utilizes premium non-composite roofing materials such as tile, slate, or shake. No garage may exceed twelve (12') feet in height from ground level to the top of the ceiling joists. Detached garages must maintain harmony of external design with the principal residence, have a concrete slab foundation, at least an 8:12 roof pitch and be constructed of roofing and siding materials that match the principal residence as closely as possible. No garage openings or apertures shall be visible from the golf course.

(6) No (i) mobile homes, (ii) modular homes (iii) prefabricated structures (iv) improvements containing metal or asbestos exterior siding or (v) tarpaper or roll-type exterior or flat roofs shall be permitted on any Lot. 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.

(7) Storage buildings may be constructed on a Lot, subject, however, to the restrictions of Article III, paragraph (6) of this Declaration and only if a residential dwelling is located on such Lot or is under construction thereon. Overhead doors on approved storage buildings or similar structures are strictly prohibited.

(8) Fences may be constructed on a Lot only with approval of the Committee, may not create a safety hazard or create a sight-line hazard at any street intersection and may not be closer to the front Lot line than the front of the residential dwelling. Chain link, cable or wire fences or other similar type fences are prohibited. Privacy fences to enclose personal items are only permitted (i) on the rear portion of a Lot containing a residential dwelling, provided the privacy fence is not more than seven (7) feet high, encloses an area no greater than three hundred (300) square feet and is attached to a residential dwelling, or (ii) with consent of the Committee because a Lot abuts a Recreational Facility other than a golf course or because the fence may unreasonably affect an adjoining property owner's view. All fences erected on Lots that abut a lake or golf course shall be of a uniform design and must be constructed in accordance with the specific standards required by the Committee. All fences shall be completed within three (3) months from the commencement date thereof.

(9) No improvements shall be constructed on a Lot within twenty (20') 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 unless otherwise indicated on a subdivision plat of a portion of the Property, duly recorded and filed in the Plat Records of Palo Pinto County, Texas and provided further that (i) Lots 205 through 263 of the Cliffs Phase II Subdivision, (ii) all lots in the Cliffs Phase III Subdivision, (iii) all lots in the Cliffs Phase IV Subdivision and (iv) all lots designated as "Patio Home" lots on any hereinafter recorded plat of a portion of the Property (all as recorded in the Plat Records of Palo Pinto County, Texas) shall be referred to as "Patio Home" lots and no improvements shall be constructed on such lots within fifteen (15') feet of the front lot lines, within five (5') feet of the side lot lines and within ten (10') feet of the rear lot lines. With respect to Lots 88-94 of Phase V, no improvements shall be constructed on a Lot within twenty (20') feet of the front lot lines, within fifty (50') feet of the rear lot lines, and within ten (10') feet of the side lot lines unless otherwise indicated on a subdivision plat of a portion of the Property, duly recorded and filed in the Plat Records of Palo Pinto County, Texas. Notwithstanding the above, fences may be constructed on the lot lines with the exception of Lots 88-94 of Phase V, on which fences may not be constructed within thirty feet (30') of the rear lot line. No improvements shall be constructed within ten (10') feet of any power lines on any Lot.

(10) Any improvement (other than fences) commenced upon a Lot shall be completed, as to exterior finish and appearance, within ten (10) months from the commencement date thereof.

(11) An Owner of a Lot shall not change or otherwise alter the appearance of any portion of the exterior of a residential dwelling or other improvements on a Lot, unless such decoration, change or alteration is first approved, in writing, by the Committee, as provided in Article II, hereof.

(12) Concrete driveways shall be required on improved Lots. On Lots designated as "Patio Home" Lots, the width of the driveways shall be not less than seventeen (17') feet. On all other Lots, the width of the driveway shall be at the Owner's reasonable discretion. Culverts for driveways on Lots may be required by the Committee, if, in its sole discretion, water flowage problems would otherwise exist due to soil or topographical conditions of the Lot. Gravel driveways or parking areas are strictly prohibited.

(13) Sewage collection and disposal is provided by a central sewer system servicing all Lots. So long as the central sewer system is in existence and operation, no outside toilet, individual

septic system or privy shall be erected or maintained on any Lot. No structure may be used as a residential dwelling (either temporary or permanent) without first being connected to the central sewer system.

(14) Potable water is supplied by a central water system serving all Lots. So long as the central water system is in existence and operation, no individual wells may be drilled on any Lot for the purpose of providing potable water. No structure may be used as a residential dwelling (either temporary or permanent) without first being connected to the central water system.

(15) An Owner of a Lot abutting or adjacent to the cliffs or bluffs overlooking Possum Kingdom Lake or abutting or adjacent to Possum Kingdom Lake shall not place any fence or other improvements (other than the dwelling) which is visible from the lake. No Owner of any Lot, including without limitation Lots located on the cliffs or bluffs adjoining Possum Kingdom Lake, shall extend any pipes or other devices from the Lot to Possum Kingdom Lake for the purposes of extracting water from Possum Kingdom Lake, or discharging fluids into Possum Kingdom Lake.

(16) An Owner of a Lot abutting or adjacent to golf course fairways or greens (and their guests), shall be obligated to refrain from any actions which would interfere with usage of the golf course.

(17) 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.

(18) (a) There is reserved for Declarant, the Association, and their assigns, a ten (10') foot wide utility and drainage easement along the front and rear Lot lines of each Lot and a five (5') foot utility and drainage easement along the side Lot lines of each Lot (unless otherwise designated on a recorded subdivision plat) 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 an Owner situated within any such easement. The easement area of each Lot shall be maintained by the Owner thereof except for those improvements for which a public authority or utility company assumes responsibility.

(b) Electric utility poles are only permitted on one side of a street. Residential single family dwellings constructed on the opposite side of a street from an existing electric utility pole must have electric supply lines to the residence buried at the property owner's expense.

(19) Central mail receipt facilities shall be installed at the entry to the Property by the U.S. Post Office or the Association, at the Owner's expense, of such size, color and design as the Post Office and/or Association deem appropriate. No individual mailboxes shall be permitted on any Lot.

(20) No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other Owners. 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 Owner shall be considered offensive activities.

(21) 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. Trash shall be kept only in sanitary containers located in appropriate areas screened or concealed from public view. Propane tanks are permitted only if enclosed and not visible to the public. In the event any lot is not properly maintained, or cleaned up within thirty (30) days after receipt of written notice of a violation hereunder, the 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.

(22) No farm animals will be allowed within the Property. 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 or otherwise not in compliance with this paragraph 22 and any such pet determined by the Association to be such a nuisance and/or not in compliance shall be removed therefrom (a) by the owner, within five (5) days of receipt of notice from the Association or (b) by the Association, immediately if the owner of the pet is unknown

(23) No ground fires shall be built or maintained on any Lot. Burning of trash within the Property is prohibited.

(24) No camping shall be permitted on any Lot, except such lots or tracts which may, from time to time, be set aside by Declarant or the Association, as courtesy camping areas for the benefit of all Owners.

(25) No signs, advertising devices of any character, or ornaments shall be erected, posted or displayed upon, in or about any Lot or dwelling by anyone including, but not limited to, the Owner, Realtor, Contractor or Subcontractor, (i) prior to the issuance of a Permit (as hereinafter defined), (ii) anywhere other than the exact location described in the Permit, or (iii) on a Lot without a residence (or a residence under construction). General contractor's signs and residential "For Sale" signs shall be permitted on improved Lots provided they are professionally prepared, (i) not larger than 24" by 36" in size, (ii) staked to the ground (except for condominiums), and (iii) in compliance with all rules and regulations of the Association as may from time-to-time be promulgated for issuance of a sign permit (a "Permit"). With regards to condominiums, one residential sign may be displayed and only in the front window. The words "Offered By", "Available From", "Please Contact", etc. shall be used rather than "For Sale" or "Sale". A sign permitted by the Architectural Control Committee may remain on a Lot for a period of six (6) months from the date of issuance of the Permit. The Association shall have the right, without the prior consent of the Owner or the owner and/or provider of the sign, to remove any sign on any Lot if (i) no Permit has been issued, (ii) an issued Permit has expired or (iii) the sign has become mutilated, damaged or disfigured so as to become unsightly. The Association shall have no liability to the Owner or the owner and/or provider of the sign for damages to the sign or damages arising from the removal of the sign. Under no circumstances and in no event will any sign be permitted on the rear of Lots abutting the golf course. A public bulletin board shall be provided for posting lost and found items, garage sales and other items of community interest.

(26) Discharging of firearms or fireworks within the Property is prohibited.

(27) Hunting within the Property is prohibited.

(28) Fishing on any ponds within the Property is permitted only from common areas adjacent to such ponds.

(29) Parking on the streets within the Property by Owners or their guests or invitees (temporarily or permanently) is prohibited. All vehicles must be parked in a garage or on the driveway of a Lot; provided, however, that neither the driveway, nor front or back yards of Lots shall be used to park or store vehicles having commercial registration or displaying commercial information, vehicles without a current and valid registration, trucks in excess of one (1) ton, damaged, wrecked or inoperable cars, buses, machinery, equipment, trailers of any type or description, campers, vans, recreation vehicles, boats, personal watercraft, and/or airplanes. Lumber, supplies or other materials may not be stored on a Lot (temporarily or permanently) unless screened by a privacy fence which complies with the provisions of Article III, paragraph 8 of this Declaration. Notwithstanding the above, passenger vans, trailers, boats, personal watercraft and passenger vehicles may be stored in a

completely enclosed garage which complies with the provisions of Article III paragraph 5 of this Declaration. This covenant does not preclude an Owner from performing minor repairs upon such vehicles owned by him or her 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 on any such Lot by invited guests and visitors of an Owner for period not exceeding two (2) days.

(30) All posted traffic signs within the Subdivision must be obeyed. Violations of any posted traffic sign will subject violators to a fine in an amount commensurate with the severity and/or repetitive nature of the offense.

(31) Personal entrances from any road outside the boundaries of the Property to any Lot are prohibited. Perimeter fences may not be cut or removed by any party except by Declarant or the Association.

(32) The lease or rental of an improved Lot shall not be considered to be a violation of this Declaration provided that the lease (i) is for not less than the entire Lot and all the improvements thereon, (ii) is for a term of at least six (6) months, and (iii) is otherwise in compliance with the Association's rules and regulations. All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Association with copies of such lease. The Association may evict tenants upon reasonable notice for a major violation or repeated minor violations of the provisions of the Bylaws, the Association's rules and regulations or this Declaration. Lessees shall have the right to use the Common Areas only after their application for such privilege is approved by the Association. Any lessee, approved by the Association, shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder, including without limitation, payment of all applicable fees.

(33) Recreational vehicles not in excess of eighteen (18) feet and boats may be kept on any lot, provided, (i) any such lot has a residential dwelling, (ii) the recreational vehicle and/or boat is kept only within the back one-half of the lot or in back of the mid-way point of the residential dwelling located on the lot, whichever is further from the front of the lot and (iii) the recreational vehicle and/or boat is enclosed within an approved privacy fence and out of sight.

(34) Any dwelling, garage, permitted storage building or similar structure on any Lot which may be destroyed in whole or part by fire, windstorm or for any other cause or act of God, must be rebuilt in accordance with the current rules and regulations of the ACC and the requirements of this Declaration, specifically including, without limitation, the provisions of paragraph 2 of Article II and paragraph 5 of this Article III, or all debris removed and the Lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall debris remain longer than three (3) months. Should an Owner not conform to this provision, the Association is entitled to accomplish necessary repairs, reconstruction or clean-up according to its best judgment, and levy an assessment upon the Owner for any and all costs of repairs, reconstruction or clean-up.

(35) Due to the proximity to the swim area and beach, and for the general safety, health, and welfare of property owners and their guests, boat docks, swim docks, fishing piers, or other improvements of a similar nature shall not be permitted on Lots 1-7 of Phase XIII of the subdivision.

(36) All residential single family dwellings must have a 911 address located on the residence, or in close proximity to the driveway or curb, which is visible from the street by emergency services personnel during nighttime conditions.

(37) All residential single family dwellings must comply with The Cliffs Dark Sky Lighting Standards. A detailed copy of these standards is available from the Architectural Control Committee.

#### **IV. COMPLIANCE WITH PROVISIONS OF DECLARATION, BYLAWS AND RULES AND REGULATIONS**



(1) Each property owner shall comply strictly with the provisions of these Covenants and Restrictions, the Declarations, the Bylaws and the rules, regulations and decisions of the Property Owners Association, adopted pursuant thereto and as the same may be amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for (i) imposing fines, (ii) suspending voting rights or rights to use common areas and recreational facilities, or (iii) 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, by the Property Owners Association (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. Failure of the Property Owners Association, Committee, Developer, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter.

(2) The Property Owners Association may levy a fine in an amount commensurate with the severity of the offense, as determined by the Property Owners Association in its sole and absolute discretion, against any owner who is determined by the Property Owners Association to be in violation of any of these restrictive covenants. The 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) or establish to the Committee's satisfaction that no violation exists. If the violation is not corrected within said ten (10) day period, the fine shall be assessed against the owner beginning with the date of notification and shall accrue until such correction. The imposition of a fine may result in a lien against the lot and/or suspension of rights to use the common areas and/or recreational facilities.

(3) Each and every owner covenants and promises to pay to the Property Owners Association, when due, any and all dues, fines, charges and fees assessed by the Property Owners Association. Any dues, fines, charges and/or 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 covenants and agrees that the Property Owners Association and its successors and assigns shall have a lien upon their lot(s) to secure the payment of any dues and fees 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 Palo Pinto County, Texas. Such lien shall be and is subordinate and inferior only to assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the lot; and amounts due under any first lien deed of trust duly recorded prior to the recordation of any lien assessment as provided herein.

(4) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with interest thereon at the rate per annum set by the Property Owners Association, not to exceed the maximum rate allowed by law, and costs of collection thereof, thereupon becoming a continuing debt secured by a self-executing lien on the lot of the non-paying owner which shall bind such lot in the hands of the owner, his heirs, executors, devisees, personal representatives and assigns. The Property Owners Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The personal obligation of the then-existing owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by the sale or assignment of a lot and shall continue in full force and effect. No owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his or her lot.

(5) In the event of default in payment of any dues, fine, charge, levy, assessment or interest thereon in accordance with the terms hereof, the Property Owners Association may elect to sell such lot pursuant to Section 51.002 of the Texas Property Code, or any applicable successor legislation thereto. Each owner by accepting title to a lot hereby grants to the Property Owners

Association, whether or not it is so expressed in the deed or other instrument conveying such lot to owner, a private power of non-judicial sale to be exercised in accordance with Texas Property Code Ann. 51.002, as it may be amended. The Board of Directors may appoint, from time to time, any person including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Property Owners Association's lien rights on behalf of the Property Owners Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board of Director's meeting.


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

(7) 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, as amended, 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 a lot shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to these Covenants and Restrictions.

(8) These 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.

(9) The power to amend the Covenants and Restrictions is retained by Developer.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the 31<sup>st</sup> day of May, 2011.

Double Diamond, Inc.  
  
R. Mike Ward, President

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

SWORN TO AND SUBSCRIBED IN MY PRESENCE, this 31<sup>st</sup> day of May, 2011, by R. Mike Ward, President of Double Diamond, Inc., a Texas corporation, for and on behalf of such corporation.

