

AGREEMENT OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR TAHITIAN VILLAGE
UNITS V, VI AND VII
BASTROP COUNTY, TEXAS

VOL 216 PAGE 888

7550
DEED RECORDS

THE STATE OF TEXAS |
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, PROPERTY INVESTMENTS, INC., a Texas corporation herein called "GRANTOR" is the owner of that certain tract of land, described on attached Exhibit "A" herein called the "PROPERTY", which has been subdivided and platted as TAHITIAN VILLAGE, UNIT V as shown by the map recorded in Volume 3, at Pages 1 thru 12 of the Map Records of Bastrop County, Texas; and UNIT VI as shown by the map recorded in Volume 3, at Pages 13 thru 23 of the Map Records of Bastrop County, Texas; and UNIT VII as shown by the map recorded in Volume 3, at Pages 24 thru 35 of the Map Records of Bastrop County, Texas.

WHEREAS, GRANTOR intends to encourage the development of a new community to be known as "TAHITIAN VILLAGE" on the property and to promote such development and provide the funds necessary for the purposes specified in Article IV hereof and desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter contained, and

WHEREAS, GRANTOR has caused TAHITIAN VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation herein called "ASSOCIATION", to be organized for the purpose of providing a non-profit civic organization to serve as the representative of the owners and residents with respect to (i) the assessment, collection and application of all charges imposed hereunder, (ii) the enforcement of all covenants, restrictions and liens created hereby, (iii) the creation, operation, management, and maintenance of the facilities and services referred to hereafter; and

WHEREAS, GRANTOR intends to convey to the Association the legal title to those portions of the Property shown as common areas on the aforementioned recorded plat to be held and used for the purposes stated herein and in the

NOW THEREFORE, PROPERTY INVESTMENTS, INC., (Grantor) being the owner of all the said UNITS V, VI and VII of Tahitian Village acting by and through its duly authorized officers, does hereby adopt the following covenants, conditions and restrictions, which shall be taken and deemed as covenants running with the land and shall be binding on all owners of lots in the subdivision, and all parties and persons claiming under them until January 1, 1999, and may be extended for additional ten (10) year periods thereafter, provided three-fourths (3/4ths) of the then owners of lots in said Subdivision shall agree in writing by instrument filed in the office of the County Clerk of Bastrop County, Texas, that such restrictions, covenants, and conditions shall be continued for such period.

ARTICLE I

RESTRICTIONS

GRANTOR does hereby create the following set of restrictions, conditions and covenants in order to insure that the property will be developed and maintained in a uniform manner for the mutual benefit of itself and all future owners. Each contract, deed or deed of trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the reservations, restrictions and covenants herein set forth, regardless of whether or not any of such provisions are set forth in said contract, deed or deed of trust, and whether or not referred to in any such instrument.

- 1.01 All lots shall be used for single family or multi-family residential purposes only, excepting those tracts labeled "Reserve", "Tract", "Park", or "Lake Site". Tracts so labeled shall be used as designated to assure the availability of these areas which are essential to a well-planned community. Those areas designated as "Reserve", or "Tract", shall be used to provide a wide range of light business and commercial activity to serve the residential areas and only those businesses or industries which do not create offensive sounds or noxious odors or wastes shall be allowed. All such commercial business shall be subject to the

approval of the Architectural Control Committee and the Tahitian Village Property Owner's Association, Inc. ("Association").

- 1.02 No lot shall be used or occupied for any vicious or immoral purposes, nor in violation of the laws of the local, State or Federal governments. No animals or poultry, other than household pets, shall be maintained on any tract provided they are not kept, bred or maintained for any commercial purposes, and shall be confined to the owner's premises. No hunting or discharge of firearms of any type shall be permitted.
- 1.03 No residence shall be built or maintained on an area of less than 1200 square feet of living area, exclusive of garages and open porches. No improvement shall be erected or constructed on any lot nearer than 20 feet of the front property line, nor nearer than 5 feet to the side property line, except that in the case of corner lots no improvements shall be erected or constructed within 20 feet of side property lines adjacent to the streets. All residences shall be constructed in accordance with the building lines set out on the map or plat of said subdivision, section or unit thereof, as recorded in the map records of Bastrop County, Texas.
- 1.04 The exterior of the residence, if of a material other than brick or material not commonly decorated or painted, shall be painted with at least two (2) coats of paint. All buildings shall be finished within six (6) months from the date construction is commenced. Drainage culverts between driveways and designated streets shall be installed before completion of any improvements. No mobile home, trailer, tent, shack or barn or other outbuildings shall at any time be used as a residence, either temporarily or permanently, except in designated areas; said designated areas being as follows: Mobile homes are permitted in the Mobile Home Section of Unit VII. The use of campers, motor homes, camp trailers, tents, and all temporary outbuildings shall be restricted to the Mobile Home Section of Unit VII and the use of said Mobile Home Section for camping and temporary living purposes shall be restricted to a period not to exceed twenty-eight (28) days in any one calendar year nor shall said use continue for more than fourteen (14) consecutive

- days in any one period.
- 1.05 All outbuildings shall be located to the rear of the residence. Only one single family main residence and one secondary single family residence (for guests or servants) shall ever be built or maintained on any building site. The moving of used buildings onto any building site in the subdivision is prohibited.
- 1.06 It is specifically agreed that lot owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of the same, and shall at all times maintain such property in conformity with the general plan and scheme of residential development as herein set forth, to the end and purpose that the property herein sold, as well as other properties in the subdivision will maintain uniform conformative development. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways. However, it is specifically agreed that all garbage and/or trash will be promptly hauled away by the lot owner or at his expense.
- 1.07 No billboards or other advertising signs of any nature, either commercial or private, (except in areas designated as "Reserve") shall be erected or maintained, save and except, reasonable "For Sale" or "For Rent" signs pertaining to the sale or rental of the tract or tracts and improvements thereon, except promotional signs erected by Grantor.
- 1.08 Whenever a residence is established on any tract, it shall provide an inside toilet and shall be connected with a septic tank and drain field. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision, and drainage of septic tanks or sewage into roads, lakes, streets, alleys, ditches, ravines, or upon the open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident in the subdivision or by the Association or by public body. The purchaser of a parcel of land in the subdivision shall,

upon constructing any residence upon his tract, or any person making use of his tract of land, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property, and shall fill in sufficient dirt over and around the same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch. Outside toilets are strictly prohibited.

1.09 (a) The streets and roads shown on said recorded plats are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth. (b) No interest in the oil, gas or other minerals in, on or under the Property will be conveyed by Grantor; all interest in the same being expressly reserved by Grantor, or its predecessors in title. (c) The utility easements shown on the recorded plats are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Bastrop County, Texas, as well as for the benefit of the Grantor and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or gas which the Grantor may find necessary or proper. (d) The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Grantor or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Grantor, its successors and assigns. (e) The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Grantor. (f) The Grantor reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the Subdivision or any property therein.

- 1.10 No used or new building materials whatsoever shall be placed or stored on any tract in said Subdivision.
- 1.11 If any lot owner in this Subdivision shall violate or attempt to violate any of the covenants or restrictions herein contained, then any other lot owner in the Subdivision or the Association shall have the right to prosecute any proceedings, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person or persons from so doing by prohibitive or mandatory injunction and/or to recover damages for such violation. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not hereby held invalid; and such other provisions, including restriction, reservations, and covenants shall remain in full force and effect, binding in accordance with their terms.
- 1.12 Until such time as water or sewer taps are made for each separate residential lot, and water or sewer service is commenced, there shall be levied against every individual residential lot, severally, a standby charge not to exceed Five and No/100 (\$5.00) Dollars per month. Such charge shall be fixed from time to time by the Board of Directors of the utility district, to be created on the property, which charge shall be due and payable in monthly installments in advance; and the payment of such standby charge or charges shall be and is secured by a vendor's lien to be retained in the deed or deeds conveying each such lot or lots. Such standby charge, the liens securing the payment thereof, and the right and responsibility for the enforcement thereof are hereby assigned without recourse to the utility district in consideration of its furnishing or proposing to furnish such water or sewer service to such residential lot or lots. Such charge, and all liens securing the payment thereof, shall be released and discharged automatically (without further action) on any lot upon the conveyance of any lot to the initial person or persons who will reside on the property or the completion of a dwelling or residence on the property with water or sewer taps and

water or sewer service commenced. Such completion may be evidenced by the creation and recordation of the first lien mortgage or deed of trust on the improved property or by the execution of a release by the Board of Directors of the utility district of the vendor's lien created hereunder to secure the standby charge.

- 1.13 No power motors (excepting electric motors not exceeding 10 horsepower) shall be used on the lakes in the Subdivision. Piers may not extend more than 4 feet into lakes other than public piers in the park areas.

ARTICLE II - ASSESSMENT OF ANNUAL CHARGE

- 2.01 For the purpose of providing funds for the uses specified in Article IV hereof, each residential building lot, including each trailer lot or trailer space (except as hereinafter exempted) shall be subject to an annual charge (the "Annual Charge") of Twenty Dollars (\$20.00), said amounts to be paid to the Association. Such Annual Charge shall be due and owing on January 1 of each year commencing on January 1, 1973, or when lot is sold by the Developer, whichever is first.
- 2.02 In any year, after 1980, the Association may increase the amount of the Annual Charge, but the Annual Charge shall in no event be greater than Fifty Dollars (\$50.00).
- 2.03 As soon as practicable at the beginning of each year, the Association shall bill each lot owner for the Annual Charge due by him. Unless the owner shall pay the Annual Charge by February 10 of each year, the same shall be deemed delinquent and shall bear interest at the rate of Eight (8%) Percent per annum until paid.
- 2.04 If the Owner of any lot subject to the Annual Charge shall fail to pay the Annual Charge by April 1 of each year, the Association shall have the right to enforce the Vendor's Lien which is hereby imposed in its favor, to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as in the case of deeds of trust under the applicable law, and the amount due by such Owner shall include the Annual Charge, as well as the cost of such proceedings, including a reasonable attorney's fee, and the aforesaid interest.

- 2.05 The Association shall have the right to adopt procedures for the purpose of billing for and collection of the Annual Charges, provided that the same are not inconsistent with the provisions hereof.
- 2.06 Upon written demand by any lot owner, the Association shall within a reasonable period of time issue and furnish to such lot owner a written certificate stating that all Annual Charges (including interest and costs, if any, have been paid with respect to any specified lot as of the date of such certificate, or, if all Annual Charges have not been paid, setting forth the amount of such Annual Charges (including interest and costs, if any) have been paid with respect to any specified as of the date of such certificate, or, if all Annual Charges have not been paid, setting forth the amount of such Annual Charge (including interest and costs, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificate, which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bonafide purchaser of, or lender on, the lot in question.
- 2.07 All lots owned by the Grantor or any successor developer shall be exempt from any annual charges.

ARTICLE III - IMPOSITION OF CHARGE AND LIEN UPON THE PROPERTY

- 3.01 The Annual Charge hereby imposed shall be and remain a first charge against and a continued first vendor's lien against the land herein conveyed, and shall run with, bind and burden such land. Provided, however, that the lien of the Annual Charge provided for herein shall be subordinate to the line of any mortgage, mechanic's lien contract, deed of trust, or vendor's lien now or hereafter placed upon the lot subject to such Annual Charge; provided further, however, that such subordination shall apply only to a mortgage, mechanic's lien contract, deed of trust, or vendor's lien imposed as a bona fide security for purchase money or as bona fide security for a construction or improvement loan on the lot in question, and such subordination shall apply only to the Annual Charges which have become due and payable prior to the sale or transfer

of such lot pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosures. Such sale or transfer, however, shall not release such lot from liability for any Annual Charge thereafter becoming due, nor from the lien of any subsequent Annual Charge.

- 3.02 In addition to taking subject to the charge and the lien imposed by Section 3.01 hereof, the Owner of each lot prior to the acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, shall be deemed to have agreed to be personally liable for the payment of each Annual Charge against such lot in each year during any part of which such Owner holds title to such lot.
- 3.03 As used in this Article III, the term "Annual Charge" shall mean the total of the following:
- (i) The Annual Charge as imposed pursuant to Section 2.01 hereof;
 - (ii) The interest or delinquent charges imposed by Section 2.03 hereof; and
 - (iii) The cost of enforcing the lien provided in Section 2.03 hereof.

ARTICLE IV - USE OF FUNDS

- 4.01 The Association shall apply all funds received by it for the benefit of the lands lying within the subdivision in the following manner:
- (i) The payment of all principal and interest, when due, on all amounts owed by the Association.
 - (ii) The cost and expenses of the Association; and
 - (iii) For the benefit of the Subdivision, by devoting the same to the acquisition, construction, reconstruction, conduct, alteration, enlargement, laying, renewing, placement, repair, maintenance, operation and subsidizing of such of the following as the Association in its discretion, may from time to time establish or provide; any and all projects, sources, facilities, studies, programs, systems and properties relating to parks, recreational facilities or services; drainage systems; streets, roads, highways, walkways, curbing, gutters, sidewalks, trees, flowers and landscaping, fountains, benches, shelters, directional and information signs, walkways, and bridges, and street, road and highway lighting

facilities; facilities for the collection, treatment and disposal of garbage, sewage and refuse; mass transit systems, stations and terminals, airfields, airports, air terminals and associated facilities for the fighting and preventing of fires; public utility systems, including plants, systems, facilities or properties used or useful in connection with the manufacture, production, distribution, delivery and storage of electric power and manufacture of natural gas or any other potential power source, and any integral part thereof, utility lines, poles, surface and underground ducts, relay stations, cables, pipes, pipelines, valves, meters, and equipment and appurtenances, and all properties, rights, easements and franchises relating thereto, communication systems and facilities, including all buildings, systems, facilities and properties used or useful in connection with the operation of communication networks and facilities, stations, towers, relay systems and facilities, cables, underground and surface ducts, lines, poles receiving, transmitting and relay equipment and appurtenances and all properties, rights, easements, and franchises relating thereto; auditoriums, galleries, hall amphitheaters, theaters, arenas and stadiums, educational buildings and facilities, including equipment, supplies and accessories in connection therewith; buildings, storage and maintenance yards, garages and other buildings and facilities deemed necessary or desirable by the Association in connection with the administration management, control and operation of the Association; hospitals and clinics, including equipment, medicines, supplies and accessories in connection therewith; libraries, including equipment, books, supplies, and accessories in connection therewith; traffic engineering programs and parking facilities; facilities for animal rescue and shelter; lakes, dams, parks, golf courses, tennis courts, zoos, playgrounds, boat basins and marinas, equestrian centers and facilities; skeet ranges, bowling alleys, and other related or unrelated recreational facilities; and any and all other improvements, facilities and services as the Association

may deem to be necessary, desirable or beneficial to the Subdivision and its residents.

- 4.02 The Association shall not be obligated to spend in any calendar year any part of or all of the sums collected in such year by way of Annual Charges, or otherwise, and may carry forward, as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of Annual Charge in the succeeding year, but may carry forward from year to year such surplus as the Association in its discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.
- 4.03 The Association shall be entitled to contract with any corporation, firm, or any other entity in order to carry out the performance of the various functions of the Association hereunder.

ARTICLE V - RIGHTS OF ENJOYMENT IN COMMUNITY FACILITIES

- 5.01 Every lot owner, by reason of such ownership, shall have a right and easement of enjoyment in and to all Community Facilities, and such easement shall be appurtenant to and shall pass with every lot upon transfer. All residents in the Subdivision shall have a non-transferable privilege to use and enjoy all Community Facilities for so long as they are residents within the previously defined meaning of that term. All such rights, easements, and privileges, however, shall be subject to the right of the Association to adopt and promulgate reasonable rules and regulations pertaining to the use of Community Facilities which shall enhance the preservation of such facilities, the safety and convenience of the users thereof, or which, in the discretion of the Association, shall serve to promote the best interests of the owners and residents, including making available of certain Community Facilities to school children, with or without charge. The Association shall have the right to charge owners and residents reasonable admission and other fees in connection with the use of any Community Facility. In establishing such admission and other fees, the Association may, in its discretion, establish reasonable classifications of owners and residents; such admission and other fees must be uniform within each such class but need not be

- uniform from class to class. The Association shall have the right to borrow money for the purpose of improving any Community Facility and in the aid thereof, to mortgage the same and the rights of any such mortgagee shall be superior to the easements herein granted and assured.
- 5.02 The Association shall have the right to suspend the right of any lot owner (and the privilege of each resident claiming through such owner) for any period during which the Annual Charge remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions hereof.
- 5.03 Notwithstanding the rights, easements and privileges granted under this Article V, the Association shall nevertheless have the right and power to convey any property referred to in Section 5.01 hereof free and clear of all such rights, easements, and privileges if such conveyance is to a public body for public use.

ARTICLE VI - ARCHITECTURAL CONTROL

- 6.01 No building or other improvement of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction, on any property in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) of the construction plans and specifications and a plat showing the location of such building or other improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of the external design with existing and proposed structures and location with respect to topography and finished grade elevation.
- 6.02 (a) The authority to grant or withhold architectural control approval as referred to above is vested in the Grantor; except, however, that such authority of the Grantor shall cease and terminated upon the election of the Tahitian Village Architectural Control Committee, in which event such authority shall be vested in and exercised by the Tahitian Village Architectural Control Committee (as provided in "b" below), hereinafter referred to, except as to plans and specifications

and plats theretofore submitted to the Grantor which shall continue to exercise such authority over all such plans, specifications and plats.

(b) At such time as 75% of the lots in the Subdivision and in all other Sections of Tahitian Village (as platted, from time to time, hereafter) shall have been sold by the Grantor, the Grantor shall cause a Statement of such circumstances to be placed of record in the Deed Records of Bastrop County, Texas. Thereupon, the lot owners in Tahitian Village may by vote as hereinafter provided, elect a committee of five (5) members to be known as the Tahitian Village Architectural Control Committee (hereinafter referred to as the "Committee"). Each member of the Committee must be an owner of property in some section of Tahitian Village. Each lot owner shall be entitled to one (1) vote for each whole lot or building site composed of more than (1) whole lot, such building site owner shall be entitled to one (1) vote for each whole lot contained within such building site.

The Grantor shall be obligated to arrange for the holding of such election within sixty (60) days following the filing of the aforesaid Statement by the Grantor in the Deed Records of Bastrop County, Texas, and give notice of the time and place of such election (which shall be in Bastrop County, Texas) not less than five (5) days prior to the holding thereof. Nothing herein shall be interpreted to require that the Grantor actually file any such Statement so long as it has not subdivided and sold the entirety of the property, nor to affect the time at which the Grantor might take such action, if, in fact, the Grantor does take such action.

The results of each such election shall promptly be determined on the basis of the majority of those owners then voting in such election.

After the first such election shall have been held, thereafter the Committee shall be obligated to arrange for elections (in the manner and after notice as set forth above) for the removal and/or replacement of Committee members when so requested in writing by thirty (30) or more lot owners in the Subdivision. Members of the Committee may, at any time, be relieved of their position and substitute members therefor designated by vote as set forth above.

Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

6.03 Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Grantor or the Committee) fails to approve or disapprove in writing any plans and specifications and plat submitted to it in thirty (30) days following such submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof.

6.04 The granting of the aforesaid approval shall constitute only an expression of opinion, whether by the Grantor or the Committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one (1) or more members of the Committee in their capacity as such shall not constitute action by the Grantor after the election of such Committee members, notwithstanding that any such Committee member may be a Director of the Grantor.

ARTICLE VII - MISCELLANEOUS

7.01 No change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

7.02 The determination of any court that any provision of this Declaration is unenforceable or void shall not affect the validity of any of the other provisions hereof.

7.03 The Association shall be empowered to assign its rights hereunder to any successor non-profit membership corporation (hereinafter referred to as "Successor Corporation") and, upon such assignment the Successor Corporation shall have the rights and be subject to all the duties of the Association hereunder and shall be deemed to have agreed to be bound by all the provisions hereof, to the same extent as if the Successor Corporation had been an original party. If for any reason the Association shall cease to exist without having first assigned its rights hereunder to a Successor Corporation, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a non-profit membership corporation and assigning the rights of the Association hereunder with the same force and effect, and subject to the same conditions as provided in this Section 7.03 with respect to an assignment and delegation by the Association to a Successor Corporation.

7.04 Any or all of the covenants or restrictions herein may be annulled, amended or modified at any time by the recommendation of the Architectural Control Authority, or its successors, and ratified by a vote of two-thirds of the lot owners in the Subdivision. All such lot owners shall be given thirty (30) days notice in writing of any proposed amendment before same is adopted. There shall be no annulment, amendment or modification of these covenants without the prior recommendation of the Architectural Control Authority.

7.05 All titles or headings of the Articles herein are for the purpose of reference only and shall not be deemed to limit, modify or otherwise affect any of the provisions hereof. All references to a singular term shall include the plural where applicable.

WITNESS OUR HANDS on this 22nd day of July, 1973.

PROPERTY INVESTMENTS, INC.

CORPORATION SEAL

By

Chairman of the Board

ATTEST:



THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared
W. S. NICHOLSON, JR., CHAIRMAN OF THE BOARD, known to me to be the person and
officer whose name is subscribed to the foregoing instrument, and acknowledged
to me the same was the act of said PROPERTY INVESTMENTS, INC., a Texas Corpora-
tion, and that he executed the same as the act of such corporation for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of

July, 1973.

FILED JUL 27 1973

11:30 a.m.

COUNTY CLERK
BASTROP COUNTY, TEXAS

Notary Public in and for
Harris County, T e x a s

NOTARY SEAL

STATE OF TEXAS
COUNTY OF BASTROP
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Bastrop County, Texas, as Stamped hereon by me, on

JUL 27 1973



COUNTY CLERK
BASTROP COUNTY, TEXAS