

AMENDED AGREEMENT OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TAHITIAN VILLAGE, UNITS I, II, and V

The following covenants, conditions and restrictions are the amended covenants, conditions and restrictions for Unit I as originally adopted by Property Investments, Inc. as filed of record in Volume 208, Page 752, of the Official Records of Bastrop County, Texas. These amendments, updating the Agreement of Covenants, Conditions and Restrictions were adopted in accordance with the amendment provisions under Article VII, Paragraph 7.04, of the original Agreement of Covenants, Conditions and Restrictions. Evidence of compliance with said Paragraph 7.04 is contained at the end of the Amended Agreement of Covenants, Conditions and Restrictions.

The covenants, conditions and restrictions shall be binding on all owners of lots in the Subdivision and all parties and persons claiming under them until January 1, 1999, and will be automatically extended for additional 10-year periods thereafter unless the owners of two-thirds (2/3) of the lots in said Subdivision shall agree in writing to terminate the covenants, conditions and restrictions and shall cause a written agreement executed by the owners of two-thirds (2/3) of the lots terminating these covenants, conditions and restrictions to be filed in the office of the County Clerk of Bastrop County, Texas.

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 residential purposes only, excepting those tracts labeled "Reserve", "Commercial", "Tract", "Park", "School", "Multi-Family" or "Church". 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", "Commercial" 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 purpose, 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 twenty (20) feet of the front property line, nor near than five (5) feet to the side property line, except that in the case of corner lots no improvements shall be erected or constructed within twenty (20) feet of the 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 of 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.

1.05. All outbuildings shall be located to the rear of the residence. Only one single family main residence and one secondary single family resident (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 purposes that the property herein sold, as well as other properties in the Subdivision will maintain uniform confirmative 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 "Commercial" or "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 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 proceeding, 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 thereby held invalid; and such other provisions, including restrictions, reservations and covenants shall remain in full force and effect, binding in accordance with their terms.

1.12. DELETED IN ITS ENTIRETY EFFECTIVE JANUARY 1, 1999.

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

ARTICLE II ASSESSMENT OF ANNUAL CHARGE
DELETED IN ITS ENTIRETY EFFECTIVE JANUARY 1, 1999

ARTICLE III IMPOSITION OF CHARGE AND LIEN UPON THE PROPERTY
DELETED IN ITS ENTIRETY EFFECTIVE JANUARY 1, 1999

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 costs 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, 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; 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, halls, amphitheatres: 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 or 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 or 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 terminate 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 others 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 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 one (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 therefore 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 corporation (hereinafter referred to as "Successor Corporation") and, upon such assignment the Successor Corporation shall have the right 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 (2/3) 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 the 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 referenced 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.

Filing information, Unit I:

We, the undersigned, being all the members of the Architectural Control Committee of Tahitian Village, Unit I, do hereby certify that the above and foregoing covenants, conditions and restrictions reflect the Agreement of Covenants, Conditions and Restrictions as amended in accordance with Article VII, Section 7.04, of the original Agreement of Covenants, Conditions and Restrictions for Unit I originally filed in Volume 208, Page 752, of the Official Records of Bastrop County, Texas. This Amended Agreement of Covenants, Conditions and Restrictions was adopted by a two-thirds (2/3) vote of the lot owners approving a recommendation for amendment made by the Architectural Control Committee. The members of the Committee, by signing this certification, do certify as to compliance with the requirements of Section 7.04.

Filing information, Unit II:

We, the undersigned, being all the members of the Architectural Control Committee of Tahitian Village,

Unit II, do hereby certify that the above and foregoing covenants, conditions and restrictions reflect the Agreement of Covenants, Conditions and Restrictions as amended in accordance with Article VII, Section 7.04, of the original Agreement of Covenants, Conditions and Restrictions for Unit II originally filed in Volume 211, Page 133, of the Official Records of Bastrop County, Texas. This Amended Agreement of Covenants, Conditions and Restrictions was adopted by a two-thirds (2/3) vote of the lot owners approving a recommendation for amendment made by the Architectural Control Committee. The members of the Committee, by signing this certification, do certify as to compliance with the requirements of Section 7.04.

Filing information, Unit V:

We, the undersigned, being all the members of the Architectural Control Committee of Tahitian Village, Unit V, do hereby certify that the above and foregoing covenants, conditions and restrictions reflect the Agreement of Covenants, Conditions and Restrictions as amended in accordance with Article VII, Section 7.04, of the original Agreement of Covenants, Conditions and Restrictions for Unit V originally filed in Volume 216, Page 888, of the Official Records of Bastrop County, Texas. This Amended Agreement of Covenants, Conditions and Restrictions was adopted by a two-thirds (2/3) vote of the lot owners approving a recommendation for amendment made by the Architectural Control Committee. The members of the Committee, by signing this certification, do certify as to compliance with the requirements of Section 7.04.