

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PINE FOREST, PHASE III, UNITS 7 THROUGH 12
BASTROP COUNTY, TEXAS**

WHEREAS, TAHITIAN VILLAGE CORPORATION, a Texas Corporation, herein called "Grantor", is the owner of that certain tract of land which has been subdivided and platted as PINE FOREST, PHASE III, Units 7 through 12 as shown by the amended map or plat thereof as recorded in Plat Cabinet 1 Page 152B-through 159A of the Plat Records of Bastrop County, Texas; and

WHEREAS, Grantor desires to convey the above described property subject to certain protective covenants, conditions, restrictions, easements, charges and liens as hereinafter set forth;

NOW, THEREFORE, it is hereby declared by Grantor that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the property and which shall run with the real property as covenants running with the land and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

DEFINITIONS

Owner

Owner shall mean and refer to

- (i) the record owner, whether one or more, of the fee simple title to any lot or reserve, including Grantor and
- (ii) (ii) any lot purchaser who is purchasing his or hers or its lot under an agreement for deed.

Property

Property shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association at the discretion of Grantor.

Lot

Lot shall mean and refer to those certain plots of land shown on the plat and subdivision map of Pine Forest, Phase III, recorded in the Map Records of Bastrop County, Texas, and any additional lots subsequently platted by Grantor; provided, however, the term lot shall not include the Common Area nor any Reserve shown on said map or plat. The Grantor expressly reserves the right to plat additional lots in any of the Reserves.

Grantor

Grantor shall mean and refer to Tahitian Village Corporation, its successors and assigns, if such successors and assigns acquire all of Grantor's remaining rights, title and interest in the Property.

Association

Association shall mean and refer to Pine Forest Property Owners' Association, Inc., a Texas Non-Profit Corporation, heretofore created by Grantor for the purpose of providing a nonprofit civic organization to serve as the representative of the Owners and residents with respect to

- (i) the acquisition, lease, operation, management, repair and maintenance of the services and facilities referred to herein;
- (ii) the enforcement of all covenants, conditions, restrictions, liens and charges created hereby and
- (iii) the assessment, collection and application of all charges imposed hereunder.

Each Owner shall automatically be a member of the Association with a right to one vote for each whole Lot or Reserve owned.

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. 1 All Lots in Units 7 through 12, inclusive, shall be used for single family residential purposes only. Those areas designated "Reserve" shall be used at the discretion of Grantor for additional Lots, Multi-Family Units, Parks, Recreational Facilities or Light Business and Commercial Activity. No businesses or commercial activities which create offensive sounds or noxious odors or wastes shall be allowed. All commercial business and multi-family units shall be subject to the approval of the Architectural Control Committee.
1. 2 No Lot or Reserve shall be used or occupied for any vicious or immoral purposes, nor in violation of the laws of the local, state or federal governments. On any Lot in excess of one (1) acre in size, the owner of said Lot may keep up to two (2) horses per acre, not to exceed six (6) in any case, provided said horses are not bred, kept or maintained for commercial purposes, and provided that said horses shall not be allowed to graze upon or otherwise deface common areas, and further provided that said horses shall not be ridden in any manner which would interfere with or prohibit the use of common areas by other property owners or their guests. Except as provided above, no animals, livestock or poultry of any kind, other than household pets, may be kept on any lot. Household pets shall not be bred, kept 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 within the Subdivision. No noxious or offensive activity shall be carried on upon any Lot.

1. 3 No residence shall be built or maintained with an area less than 800 square feet of living area, exclusive of garages, patios and open porches, except in Unit 9 where the minimum shall be 1,000 square feet of living area, exclusive of garages, patios and open porches and in Unit 12 where Mobile Homes are allowed. No improvement shall be constructed within 40 feet of the front and/or side property lines adjacent to streets, nor nearer than 10 feet from the rear property line, nor 15 feet from any side property line which is not adjacent to the street.
1. 4 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, barn or other outbuildings shall at any time be used as a residence except as hereinafter provided:

Mobile homes shall be permitted in the mobile home section of Unit 12. All mobile homes shall be subject to the approval of the Architectural Control Committee. The use of campers, motor homes, camp trailers, tents and all other temporary outbuildings shall be restricted to camping and temporary living purposes not to exceed twenty-eight (28) days in one (1) calendar year, provided, however, said use shall not continue for more than fourteen (14) consecutive days in any one period nor be abandoned for a period in excess of twenty-four (24) hours.

1. 5 All outbuildings shall be located to the rear of the residence and construction of all outbuildings shall be subject to the approval of the Architectural Control Committee. 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 except that on Lots of one (1) acre or more, a horse barn, corral or horse shelter may be built and maintained to accommodate a maximum of two

(2) horses per acre, not to exceed six (6) in any case, and provided that the owner of the building site shall maintain the barn, corral or horse shelter free of noxious and offensive odors. The moving of used buildings onto any building site in the subdivision is prohibited.

1. 6 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 set forth, to the end and purpose that the property herein sold, as well as other properties in the subdivision will maintain uniform and 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. All garbage and/or trash will be promptly hauled away by the lot owner or at the lot owner's expense.
1. 7 No billboards or other advertising signs of any nature, either commercial or private (except in areas designated as "Reserve") shall be erected or maintained except as individually approved by Grantor and promotional signs erected by Grantor.
1. 8 Whenever a residence is established on any Lot, it shall provide an inside toilet and shall be connected with a septic tank and drain field. No open 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 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 Lot or upon person making use of his Lot, 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 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.

1.9

- (a) The streets and roads shown on said recorded plats are dedicated to the use of the public.
- (b) Utility easements of 10 feet adjacent to the front, rear and side property lines of each Lot are hereby reserved.
- (c) The utility easements hereby reserved or shown on the recorded plats are dedicated with the reservation that such utility easements are for the use and benefit of utility companies operating in Bastrop County, Texas, as well as for the benefit of 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 utility companies upon, under, along, across or through such utility easements; and the right (but not the 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.
- (g) Right of use for ingress and egress shall be had at all times over any dedicated easement for the installation, operation, maintenances, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenances, operation or installation of such utility. No utility company, water district, political subdivision 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 the owner situated within such easement.
- (h) 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 the Grantor or its predecessors in title.

1. 10 No used or new building materials whatsoever shall be placed or stored on any tract in said Subdivision except during approved construction.
1. 11 If any lot owner in this Subdivision shall violate or attempt to violate any of the covenants or restrictions herein contained, then the Grantor or 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 such person violating or attempting to violate any of the covenants or restrictions and prevent such person or persons from so doing by prohibitive or

mandatory injunction and/or recover damages and expenses (including reasonable attorney's fees) 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 the restriction, reservations and covenants shall remain in full force and effect and be binding in accordance with their terms.

1. 12The Grantor anticipates providing water service to those certain lots as shown on Exhibit "A" attached hereto and made a part thereof. Until such time as the purchasers of these lots tap into the water distribution system, there shall be levied against every lot a standby fee of not less than \$5.00 per month per lot. Such charge shall be fixed from time to time by the Board of Directors of Riverside Service Company, its successors or assigns and is subject to periodic increases due to increased operational costs. Such charge shall be due and payable along with the monthly payment for the purchase of the Lot until such time as the Lot is paid off. Thereafter, or if Grantor has not financed such purchase, said fee shall be due annually in advance on January 1 of each year. Grantor, its successors or assigns, reserves the right to extend water facilities to other lots in the future subject to the same standby fees. At such time, those residents who have drilled private wells will not be required to discontinue use of said wells, but will be required to pay a water standby fee until such time as such resident connects to the water facilities provided by Grantor, its successors or assigns. Those residents who purchase a lot after water is available will be required to use the service and will be assessed at existing tariff rates. All residents shall pay a onetime tap-on fee of \$150.00 per connection at the time service is requested or provided. Grantor, its successor or assigns reserves the right to increase this fee as necessary. Thereafter, usage fees in accordance with the existing tariff of the supplier shall be in effect. The payment of all charges as provided for in this

Section (1.12) shall be and is secured by a vendor's lien to be retained in the deed or deeds conveying each such lot and in any deeds of trust given to additionally secure any purchase money note. Such standby fee, the liens securing the payment thereof and the right and responsibility for the enforcement thereof shall be assigned without recourse to the entity providing such service in consideration of its furnishing or proposing to furnish such water service to such residential lot. Such standby fee and all liens securing payment thereof shall be released and discharged by an officer of the entity providing such service on the completion of a dwelling or residence on the property with water taps and water service commenced and payment of all accrued fees. All lots or reserves or other property owned by the Grantor shall be exempt from any standby or tap-on fees.

1. 13 No Lot shall be resubdivided (except by Grantor) in any fashion except that any person owning two or more adjoining lots may consolidate such lots for building site purposes, with the privilege of constructing improvements as permitted by the Architectural Control Committee.
1. 14 No truck, bus or trailer shall be left parked in front of any Lot except for construction and repair equipment while improvements approved by the Architectural Control Committee are being built or repaired on said Lot.
1. 15 No boats or motors shall be used on the Lake in the Reserve in Unit 12.

ARTICLE II

Assessment of Annual & Recreational Charge

2.01 For the purpose of providing funds for the uses specified in Article IV hereof, each Lot, including each mobile home Lot, shall be subject to an annual charge (the "Annual Charge") to be paid to the Association. The amount of such charge shall be fixed from time to time by the Board of Directors of the Association, but, shall not be less than \$36.00 for any Lot of less than one acre, \$48.00 for any Lot of from one to three acres and \$60.00 for any Lot in excess of three acres. The Association anticipates establishing reasonable classification of owners, according to the size of the lot they own. The annual charge shall be uniform within each class of owner but need not be uniform from class to class. Such Annual Charge shall be due and payable along with the monthly payment to Grantor for the purchase of such Lot until such time as Grantor is fully paid for the Lot. Thereafter or if Grantor has not financed the purchase of such Lot, said Annual Charge shall be due annually in advance on January 1 of each year. In addition to the Annual Charge, each owner of one or more Lots shall be assessed a fee of no less than \$48.00 per year, in favor of the Pine Forest Recreation Association, or its successors or Assigns for the purpose of making available recreational facilities to the owners. The amount of such recreational charge shall be fixed from time to time by the Board of Directors of the Association and the Board may increase said charge at its discretion, if it is deemed necessary and expedient in order to assure the continuance of the availability of recreational facilities. Such recreation fee shall be due and payable along with the monthly payment to Grantor for the purchase of such Lot until such time as Grantor is fully paid for the Lot. Thereafter or if Grantor has not financed the purchase of such Lot, said Recreational Charge shall be due annually in advance on January 1 of each year.

2.2 The Annual Charge or Recreational Charge may be increased by the Board of Directors of the Association at its discretion, if it is deemed necessary and expedient to assure the continuance of the services provided and specified in Article IV hereof.

2.3 As soon as practicable at the beginning of each year, the lot owners who have paid Grantor the full purchase price of their Lot shall receive a statement of

Charges due. Unless such owner shall have paid said Charges by February 10 of each year, the same shall be deemed delinquent and shall bear interest at the maximum rate per annum that the law allows until paid.

2. 4 If the Owner of any Lot subject to the in advance Annual and Recreational Charge shall fail to pay the charges 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 judgment and subject to the same procedures as in the case of deeds of trust under the applicable law. The amount due by such Owner shall include the past due Annual and Recreational Charges, the cost of any collection or enforcement proceedings, including a reasonable attorney's fee, and interest at the maximum rate allowed by Law until paid.
2. 5 The Association shall have the right to adopt procedures for the purpose of billing for and collection of the Annual and Recreational Charges, provided that the same are not inconsistent with the provisions hereof.
2. 6 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 and Recreational 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 Charges have not been paid, setting forth the amount of such Charges (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 bona fide purchaser of, or lender on, the lot in question.
2. 7 All Lots or Reserves or any other property owned by the Grantor shall be exempt from any Annual or Recreational Charges.

ARTICLE III

Imposition of Charge and Lien upon Property

3.01 The charges herein 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 various charges provided for herein shall be subordinate to the lien of any mortgage, mechanic's lien contract, deed of trust, or vendor's lien now or hereafter placed upon the lot subject to such charges so long as such mortgage, mechanic's lien contract, deed of trust or vendor's lien was 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 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 charges thereafter becoming due, nor from the lien of any subsequent 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 expressed in such Deed, shall be deemed to have agreed to be personally liable for the payment of each charge against such Lot in each year during any part of which such Owner holds title to such Lot.

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 lease, acquisition, construction, reconstruction, conduct, alteration, enlargement, laying, renewing, placement, repair, maintenances, operation and subsidizing of such of the following as the Association in its sole discretion may from time to time establish or provide, including, but not limited to the following:
 - (a) Any and all projects, sources, facilities, studies, programs, systems and properties relating to recreational facilities or community services;
 - (b) drainage systems;
 - (c) streets, roads, highways, walkways, curbing, gutters, trees, flowers and landscaping, fountains, benches, shelters, directional and information signs; lighting facilities;
 - (d) facilities for the collection, treatment and disposal of garbage, sewage and refuse;
 - (e) associated facilities for the fighting and preventing of fires;
 - (f) utility systems; and
 - (g) 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. 2The 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 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 charges

in the succeeding year, but may carry forward from year to year such surpluses 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. 3The 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 of Community Facilities

5.01 Every Lot Owner, by reason of such ownership, shall have a right of enjoyment in and to all facilities provided by the Association subject to the terms hereof, and such right shall be appurtenant to pass with every Lot transfer. All such rights and privileges shall be subject to the right of the Association to adopt and promulgate rules and regulations pertaining to the use of such 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. The Association shall have the right to charge owners and residents admission and/or other fees in the connection with the use or right to use any facility. Such other fees may include, but not necessarily be limited to, monthly fees for the use or right to use such facilities. In establishing such admission and/or other fees, the Association may establish reasonable classifications of owners and residents; such admission and/or other fees must be uniform within each 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 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 assumed.

5. 2The 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 any charge provided for in this instrument remains overdue and unpaid, or in collection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions hereof.

5. 3Notwithstanding 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. Grantor or its appointees shall serve as the Architectural Control Committee until the election of the Pine Forest Architectural Control Committee pursuant to Paragraph 6.03 hereof.

6.02. No building, fence, wall 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 plans, specifications and plats showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. Approval shall be granted or withheld based on matters of compliance with the provision of this instrument, quality or materials, harmony of the external design with existing and proposed structures and location with respect to topography and finished grade elevation.

6.03

(a) The authority to grant or withhold architectural control approval as referred to above is vested in the Grantor, its successors and assigns through such Architectural Control Committee. The authority of the Grantor, however, shall cease and terminate upon the election by the Lot owners of the Pine Forest Architectural Control Committee (as set forth below) in which event such authority shall be vested in and exercised by the elected Pine Forest Architectural Committee.

(b) At such time as all of the Lots in the Subdivision and in all other Phases and Sections of Pine Forest (as platted, from time to time hereafter) shall have been sold by the Grantor or at such earlier time as Grantor in its sole discretion may elect, the Grantor shall cause a Statement of such circumstances to be placed on record in the Deed Records of Bastrop County, Texas. Thereupon, the Lot owners in Pine Forest may by vote as hereinafter provided, elect a committee of five (5) members to be known as the Pine Forest Architectural Control Committee (hereinafter referred to as the "Committee"). Each member of the Committee must be an owner of property in some section of Pine Forest. 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 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 shall give notice of the time and place of such election (which shall be in Bastrop County, Texas) not less than ten (10) 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 may take such action, if in fact, the Grantor does take such action.

The results of such election or any subsequent election shall be determined on the basis of the majority of the owners voting in such election.

After the first election shall have been held, the Committee shall thereafter be obligated to arrange for elections every three (3) years, or sooner, when requested in writing by thirty (30) or more Lot owners in the Subdivision, Notice of such elections shall be given at least ten (10) days prior thereto and shall designate the date, time and place of such elections. Members of the elected 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. All costs of mailing notices and holding the elections shall be paid for by the Pine Forest Property Owners' Association.

6. 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.

- 6.5 The granting of the aforesaid approval shall constitute only an expression of opinion, whether by the Grantor or the subsequent 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 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 persons exercising any prerogative of approval or disapproval shall incur any liability by reason of 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.

6.06. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a neat and orderly manner, the Architectural Control Committee shall have the right, but not the obligation, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner.

ARTICLE VII

Miscellaneous

7. 1 No change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration except as set forth herein in Section 7.04.
7. 2 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. 3 The Association shall be empowered to assign its rights hereunder to any successor nonprofit 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, 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 nonprofit 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. 4 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 Committee, or its successors, and ratified by a vote of at least 1/3 of the owners of Lots (including the Grantor) in the subdivision. All 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 Committee.

7. 5 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.
7. 6 The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Grantor or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Attest.

s/Gus Gross

Secretary

Tahitian Village Corporation

By s/ EL Lehman

E. L. Lehman, President

2007 Amendment
Declaration of Covenants, Conditions, and Restrictions
For Pine Forest, Phase III, Units 7 through 12
Bastrop County, Texas

WHEREAS, Tahitian Village Corporation ("Grantor") subdivided and platted a certain tract of land known as Pine Forest, Phase III, Units 7 through 12 as shown by the amended map or plat thereof recorded in Plat Cabinet 1, Pages 152B – 159B of the Plat Records of Bastrop County, Texas ("Property" or "subdivision").

WHEREAS, the Declarations of Covenants, Conditions and Restrictions for Pine Forest, Phase III, Units 7 – 12 ("Restrictive Covenants") have been recorded in the Bastrop County Deed Records at Volume 273, Pages 63 – 84 as Instrument #1574.

WHEREAS, Section 7.04 of the Restrictive Covenants states they may be annulled, amended and modified at the recommendation of the Architectural Control Committee ("ACC") and ratified by a vote of at least 1/3 of the Owners.

WHEREAS, the ACC recommended the Restrictive Covenants for Pine Forest, Phase III Units 7 – 12 be amended and modified, and at least 1/3 of the Owners ratified said Restrictive Covenants.

NOW THEREFORE, the Restrictive Covenants are hereby amended and modified by this instrument as follows

ARTICLE I
Restrictions

1.03 No residence shall be built or maintained with an area less than 1,700 square feet of living area, exclusive of garages, patios, and open porches, except in Unit 12 where the minimum shall be 1,500 square feet of living area, exclusive of garages, patios, and open porches. Mobile Homes are allowed only in Unit 12. No improvement shall be constructed within 40 feet of the front and / or side property lines adjacent to streets, nor nearer than 10 feet from the rear property line, nor nearer than 15 feet from any side property line which is not adjacent to the street.

ARTICLE VII
Miscellaneous

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 Committee, or its successors, and ratified by a vote of at least 1/3 of the Owners of Lots (including the Grantor) in the subdivision, or ratified by a Simple Majority when voter response falls short of 1/3 of Owners. All 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 prior recommendation of the Architectural Control Committee.

EXECUTED by the Architectural Control Committee and Pine Forest Property Owners Association Board of Directors, this 13 day of June, 2007

s/Tim Rupp
Chairman, ACC
Owners Assoc.

s/Tom Arcy
President Pine Forest Property



RESTRICTION
200709710
2 PGS

**2007 Amendment
Declaration of Covenants, Conditions, and Restrictions
For Pine Forest, Phase III, Units 7 through 12
Bastrop County, Texas**

WHEREAS, Tahitian Village Corporation ("Grantor") subdivided and platted a certain tract of land known as Pine Forest, Phase III, Units 7 through 12, as shown by the amended map or plat thereof recorded in Plat Cabinet 1, Pages 152B – 159A of the Plat Records of Bastrop County, Texas ("Property" or "subdivision").

WHEREAS, the Declarations of Covenants, Conditions and Restrictions for Pine Forest, Phase III, Units 7 – 12 ("Restrictive Covenants") have been recorded in the Bastrop County Deed Records at Volume 273, Pages 63 – 84 as Instrument #1574.

WHEREAS, Section 7.04 of the Restrictive Covenants states they may be annulled, amended and modified at the recommendation of the Architectural Control Committee ("ACC") and ratified by a vote of at least 1/3 of the Owners.

WHEREAS, the ACC recommended the Restrictive Covenants for Pine Forest, Phase III, Units 7 – 12 be amended and modified, and at least 1/3 of the Owners ratified said Restrictive Covenants.

NOW THEREFORE, the Restrictive Covenants are hereby amended and modified by this instrument as follows:


ARTICLE I
Restrictions


1.03 No residence shall be built or maintained with an area less than 1,700 square feet of living area, exclusive of garages, patios and open porches, except in Unit 12 where the minimum shall be 1,500 square feet of living area, exclusive of garages, patios and open porches. Mobile Homes are allowed only in Unit 12. No improvement shall be constructed within 40 feet of the front and / or side property lines adjacent to streets, nor nearer than 10 feet from the rear property line, nor nearer than 15 feet from any side property line which is not adjacent to the street.

ARTICLE VII
Miscellaneous

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 Committee, or its successors, and ratified by a vote of at least 1/3 of the Owners of Lots (including the Grantor) in the subdivision, or ratified by a Simple Majority when voter response falls short of 1/3 of Owners. All 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 prior recommendation of the Architectural Control Committee.

EXECUTED by the Architectural Control Committee and Pine Forest Property Owners Association Board of Directors, this 13 day of June, 2007.


Tim Rupp
Chairman, ACC


Tom Arcy
President, Pine Forest Property Owners Assoc.

State of Texas
County of Bastrop

ACKNOWLEDGED BEFORE ME by Tim Rupp on this 13th day of June 2007.



[Handwritten Signature]

Notary Public

Notary Public Printed Name

My commission expires on _____

ACKNOWLEDGED BEFORE ME by Tom Arcy on this 13th day of June 2007.



[Handwritten Signature]

Notary Public

Notary Public Printed Name

My commission expires on _____

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

July 03, 2007 02:54:55 PM
KRISTAB FEE: \$20.00 BOOK:1756 PAGE:208-209
ROSE PIETSCH, County Clerk
Bastrop, Texas
RESTRICTION 200709710