

DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS & RESTRICTONS

THOUSAND OAKS
(A Subdivision)

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

Oak Ridge Ranch Development L.L.C., a Texas limited partnership, its successors or assigns (O.R.R. Development L.L.C. or "Declarant"), being the Owner of the following described real property lying and being situated in the County of Burnet or Williamson and the State of Texas and being more particularly described as follows, to-wit:

Lots 1-185 of Thousand Oaks - a subdivision in Burnet and Williamson Counties, Texas, as shown in Plat Book No. 2, Pages 141D-142D Plat Records of Burnet, and Document No. 199960599 Records of Williamson Counties, Texas (the Subdivision).

For the purpose of carrying out a uniform plan for the development of a quality residential neighborhood, does hereby make, declare, adopt and impose upon the above described real property, the following covenants, conditions, easements, restrictions, and limitations which shall apply to and become a part of all legal instruments whereby title or possession to any lot in said subdivision is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the above described property or any portion thereof, their heirs, executors, administrators, successors and assigns.

ARTICLE I
DEFINITIONS

The following words, when used herein shall have the following meanings:

1.01 "Developer/ Declarant" shall mean and refer to Oak Ridge Ranch Development L.L.C., its successors and assigns, if such successors or assigns shall acquire more than one undeveloped lot from Developer for the purpose of development.

1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot situated within the Property, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired the title pursuant to foreclosure or any proceeding in lieu or foreclosure.

1.03 "Association" shall mean and refer to the Thousand Oaks Neighborhood Committee, a Texas non-profit corporation, its successors and assigns.

1.04 "Board" and "Board of Directors" shall refer to those persons who sit on and constitute the Board of Directors of the Association.

1.05 "Member" and "Members" shall mean and refer to any person or entity entitled to membership in the Association, as provided for herein.

1.06 "Property", "Properties" and "Subdivision" shall mean and refer to that certain real property herein before described and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

1.07 "Lot" and "Tract" shall mean and refer to that portion of any of the plots of land within the Property conveyed or to be conveyed by the Developer. The term "Lot" or "Tract" shall not include any areas designated as utility easements or other easements or as roads and /or streets.

ARTICLE II
ARCHITECTURAL CONTROL
ARCHITECTURAL CONTROL COMMITTEE

2.01 Approval of Building Plans: No building, fence wall, improvement or other structure shall be commenced, erected, placed, altered or maintained on any Lot until the construction plans and specification and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation and as to compliance with minimum construction standards by the Thousand Oaks Architectural Control Committee (the "Committee" or "A.C.C."). A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the A.C.C. or its designated representative, prior to commencement of constructions. The Architectural Control Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriated, in such form and detail as it may elect at its entire discretion. In the event the A.C.C. fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, it shall be presumed that the plans are approved and the requirements of this Section will be deemed to have been fully complied with. The Committee retains the right to retain one copy of all approved plans and specifications for the Committee's files. Further, any Owner receiving approval of any plans hereunder agrees to construct said addition or structure in accordance with the approved plans. The Committee shall have the right and authority to require any Owner to remove or alter any structure which has not received approval or which is built other than per the approved plans. The requirements of this Article are in addition to any approvals or permits required by any governmental entity.

2.02 Powers of the Committee: The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height and extent of fences, walls or other screening devices, the orientation of structures with respect of streets, walks, paths, and structures on adjacent property and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements or that might not, in the sole discretion of the committee, be compatible with the overall character and aesthetics of the subdivision. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the subdivision or the common scheme of development. All variance granted shall be in writing, addressed to the Owner requesting the variance, describing the applicable restrictions to which the variance is granted, listing conditions imposed on the granted variance and listing specific reasons for granting of the variance. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

2.03 Committee Membership: The Architectural Control Committee shall be composed of three (3) committee-persons, which persons shall serve in the interest of the subdivision as the Board of Directors may determine, who by majority vote may designate a representative to act for them. Members shall be appointed on an annual basis by the Board of Directors.

2.04 Replacement: In the event of death or resignation or removal of any member or members of said committee, the Board of Directors may determine, who by majority vote of quorum of Directors present in person or by proxy at a special meeting called for such purpose.

2.05 Minimum Construction Standard: The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

2.06 Term: The duties and powers of the Architectural Control Committee and of the designated representative shall continue for the duration of these Restrictions unless sooner terminated at the discretion of the Board of Directors, at which time all power vested in said committee by this covenant shall be assumed by the Board of Directors of the Association.

2.07 No Liability: The Declarant, the Association and the Architectural Control Committee, as well as their agents, employees and architects, shall not be liable to any other party for any loss, claim or demand asserted on account of their administration of these restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these restrictions. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential Lot in the Subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Declarant, the Association and the A.C.C., as well as their agents, employees and architects, shall have no liability under these restrictions except for willful misdeeds.

2.08 Amendment and Variances: The A.C.C. may exercise a limited right to approve minor variances from the provisions hereof without an actual amendment of the Declaration, when, in the opinion of the A.C.C., such variances will be beneficial to other owners of lots in the Subdivision. The Declarant hereby reserves the right to amend these restrictions when, in the opinion of the Declarant, such amendment will be beneficial to the subdivision.

ARTICLE III EASEMENTS

3.01 Easements: Easements are hereby reserved and dedicated over and across a fifteen (15) foot strip along the front and ten (10) feet along each side lot line and a fifteen (15) feet along the rear lot line for the purpose of installing, maintaining, and repairing, electric power, gas, telephone, water, cable, community mailbox station, drainage, and/or any other similar utility lines, facilities, and services for the lots in the Subdivision. The easements reserved and dedicated hereby shall be for the general benefit of the Subdivision. These easements shall inure to the benefit of, and may be used by, any public or private utility company entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such utility companies. Any lot owner installing a fence or other improvement within the area encumbered by the easement does so at his own risk. If two or more lots are

consolidated into a building site in conformity with the provisions of paragraph nine, these easement provisions and the setback provisions in paragraph three shall be applied to such resultant building site as if it were one original platted lot.

3.02 Platted Easements: in addition to those set forth in this Declaration, each lot shall be subject to all easements, setback lines, covenants and restrictions set forth in the recorded subdivision plat covering that particular lot.

3.03 Maintenance: Neither Developer nor any utility company, their successors or assigns, using the above mentioned easements, shall be liable for damage done by them or their assigns, their agents, employees or servants, to shrubbery, flowers, or other property of the owner or owners situated on the land covered by said easements.

3.04 Title to Utility Facilities and Appurtenances Not Conveyed: It shall be and it is hereby expressly agreed and understood that the title conveyed by Developer, or its agent, to any lot or parcel of land in said Thousand Oaks subdivision by contract, deed or other conveyance, shall not in any event be held or construed to include the title to water, gas, sewer, storm sewer, electric lights, electric power or telephone lines, poles, conduits and transformers, or any other utility or appurtenances thereto constructed by Developer or public utility companies, or their assigns, over, under, through, along or upon dedicated or after assigned or established easements, premises or any part thereof to serve said property or any other portions of Thousand Oaks subdivision and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any other private or public party is hereby expressly reserved by Developer, its successor or assigns.

ARTICLE IV USE RESTRICTIONS

4.01 Residential Use: All lots within the Subdivision are hereby restricted exclusively to single-family residential use. No lot shall ever be used for a business or commercial purpose. No structures shall be erected, placed or maintained on any lot other than a single-family residence with each accessory structures and buildings as a storage building, workshop, garage, guest house and servant's quarters. Not more than one single-family residence may be erected on a lot. The term "residential use" shall exclude specifically recreational vehicles. As used in this Declaration, the term "lot" refers to any numbered plot of any portion of the Subdivision in accordance with the terms hereof. No Owner shall use the Common Areas or use or permit such Owner's Lot or residential dwelling to be used for any purpose that would (a) void any insurance in force with respect to the Subdivision; (b) make it impossible to obtain any insurance required by these Restrictions; (c) constitute a public or private nuisance, which determination may be made by the Board of Directors in its sole discretion; (d) constitute a violation of the Restrictions or any applicable law or (e) unreasonably interfere with the use and occupancy of the Subdivision by other Owners.

4.02 Size and Specifications: No building, structure or other improvements shall be commenced, erected, placed or maintained on any lot, nor shall any addition to or change or alteration therein be made, until the construction plans and specifications, and a plot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approval by the Committee. A residence may not be lived in or occupied until the residence is 100% complete as per the Architectural Control Committee approved plans.

A. "Conventional on site constructed single-family residence"
Each dwelling shall not be less than 1,200 square feet of heated and air-conditioned space, exclusive of basement, garage, and porches. In the case of multi-story dwellings the minimum

size shall be 1,200 square feet with not less than 700 square feet of heated and air conditioned space in the first floor.

B. "Move-on" housing such as manufactured homes, modular homes and all other "Move-on" homes. All homes, regardless of age or condition, must be approved in writing by the Architectural Control Committee before placement. Double-wide manufactured homes and site built homes are permitted. Single-wide manufactured homes will be permitted on specified lots only. In addition, manufactured homes and modular homes must observe and comply with the following restrictions and limitations, in addition to any other restrictions and limitations contained herein, to-wit:

- a. No double-wide manufactured homes of less than 1,100 square feet of heated and air-conditioned space, or less than 24 feet in width shall be permitted.
- b. No single-wide manufactured homes of less than 900 square feet of heated and air-conditioned space, or less than 16 feet wide in width shall be permitted.
- c. All manufactured homes must have the wheels and tongue removed. It must be placed on a slab or upon blocks or piers.
- d. All manufactured homes must be skirted within 21 days after placement on the property with masonry, plaster or a material to match the exterior siding of the residence. Lattice skirting is not acceptable.
- e. All manufactured homes shall be anchored to the land in the manner prescribed by the Texas Department of Licensing and Regulation.
- f. The placement and or positioning of manufactured homes on the lot must be approved prior to "move on" by the Architectural Control Committee.
- g. All manufactured homes shall be constructed with a minimum of hard board siding and composition roof material (no metal on metal homes). Vinyl siding and 5V type metal roofs will be acceptable. Construction materials used in manufactured homes must be approved prior to "move on" by the Architectural Control Committee.
- h. All manufactured homes must install a deck at the front entry of their home with a minimum of 48 square feet within six (6) months of occupancy of the home.

4.03 Setback Requirements: The single-family residence, garage, carport, or other residential building of any kind on all lots shall have a building setback line of thirty (30) feet from the front property line. If a corner lot, 30 feet from the property line along any other street. The single-family residence, garage, carport, or other residential building of any kind shall not be located nearer than 10 feet to the side property line or 15 feet from the rear property line. All storage buildings, sheds, barns, pens, and any other enclosures must be behind the residence and shall not be nearer than 10 feet to the side property lines or 15 feet from the rear property lines. For the purposes of this covenant eaves, steps, and open porches shall not be considered as a part of a building provided, however, this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Variations from these setback requirements may be granted in individual cases where Lot size or topography make these requirements impractical, but any such variation must have the prior written approval of the Architectural Control Committee.

4.04 Temporary Structures: No structure or improvement of a temporary character, not any trailer, recreational vehicle, tent, camper, shack, garage, barn or other building shall at any time be used as a residence or dwelling, either temporary or permanent, without the prior written approval of the Architectural Control Committee.

4.05 Passenger Vehicles: No Owner, lessee, tenant or occupant of a Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store more than four (4) passenger vehicles or pick-up trucks on the Property on a regular basis. For the purposes of these Restrictions, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle

license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas; and, the term "pick-up" truck is limited to 1 ton capacity pick-up trucks which have not been adapted or modified for commercial use. No vehicles shall be allowed to be parked overnight on the streets adjacent to any lots. All passenger vehicles or pick-up trucks regularly used by the residents of a Lot shall be parked, kept or stored in the garage, driveway, or car port.

4.06 Other Vehicles: No motor cycles, dirt bikes or other motorized vehicles, such as all terrain vehicles (ATV's) shall be used on any undeveloped Lots, easements or park areas within the subdivision. Guests will be allowed to park on the street no longer than 24 hours. Overnight guests with Recreational Vehicles will be allowed to camp overnight for a maximum of two (2) weeks in approved camping areas provided by the Subdivision. Owners of commercial vehicles must park their commercial vehicles in the designated parking and storage area provided by the Subdivision.

4.07 Unused Vehicles: The placement of junked, abandoned, wrecked, or non-operating items of any kind such as motor vehicles, boats, or other equipment or materials shall not be permitted on any lot in the subdivision. No car, boat or other vehicle or equipment not in running condition and regularly used by the lot owner shall be allowed on any lot in the subdivision, unless in enclosed storage. All vehicles and other equipment kept in the subdivision must be currently licensed and inspected. The owner must be able to demonstrate that the vehicle is operable.

4.08 Vehicle Repairs: No passenger vehicle, pick-up truck, recreational vehicle, stock trailer or other vehicle of any kind shall be constructed, reconstructed, or repaired on any Lot or on any street within the Subdivision if visible from any neighboring Lot; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary sanitation facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Control Committee.

4.09 Boats and Trailers: No boats, boat trailers, trailers of any kind, travel trailers, campers, recreational vehicles, motor homes, tractors, and other equipment or other similar property shall be allowed on the lot unless such items are regularly and frequently used by the lot owner, neat in appearance, well-maintained, and stored behind or beside the residence. None of the above mentioned items are allowed on the lot until the residence is completed and occupied.

4.10 Parking: Streets shall not be used for parking except for emergency parking of vehicles. No continuous parking of automobiles or any other type of vehicle will be permitted on any street or road right of way in the subdivision at any time.

4.11 Driveways: All driveways must be either gravel, crushed limestone, concrete, asphalt pavement, or other similar all-weather material. The driveway must be completed before occupying the residence.

4.12 Carports: No carports shall be erected or permitted to remain on any Lot without the express written approval of the Architectural Control Committee.

4.13 Garage Doors: Garage doors visible from any street shall be kept in the closed position when the garage is not being used by the Owner or occupant.

4.14 Storage of Materials and Personal Belongings: No materials or personal belongings of any kind shall be placed upon any lot except within the garage, storage building or other comparable enclosed structure. Storage buildings and storage sheds may be placed or built on the property prior to the residence being constructed. Any construction building must be removed, and any construction materials must be properly stored in an enclosed structure, within fifteen (15) days of completion of the structure.

4.15 Restriction on Further Subdivision: There shall be no dividing, subdividing, or re-subdividing allowed of any of the lots in this subdivision into smaller lots or tracts. All lots in this subdivision will remain the size platted on the subdivision plat, except that any person owning two or more adjoining lots may consolidate such lots into a single building site.

4.16 Fences: The plans for all fencing must be approved in advance by the Architectural Control Committee before installation of the fencing can begin. Barbed wire fences, metal T-bar post fences, hog and chicken wire type fences and privacy fences or walls of any type are not allowed from the front of the residence to the street(s). Metal Pipe fencing of at least 1 1/2" inch diameter, wood fencing of at least 4"x4" post and 1"x4" horizontal runners, masonry fencing, chain link and other approved fencing or a combination thereof is suitable from the residence to the street(s) with a height no greater than 52 inches. Hog wire or other heavy wire (not chicken wire) is allowed on the inside of wood fencing. All fence lines must be mowed and kept clean of weeds, trash and garbage at all times. All fences must be well maintained to prevent sagging and deterioration and installed in a workmanlike manner.

4.17 Tree Preservation: No trees (other than locally native Cedar trees) having a diameter of six (6) inches or more (measured at a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the A.C.C. The A.C.C. may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife to protect and encourage the preservation of the ecological balance of the Subdivision as a whole. The A.C.C. may mark certain trees, regardless of size or type, as not removable without express written authorization in carrying out the provisions of this section 3.17 the A.C.C. or their agents or designees may come upon any Lot following reasonable notice, during reasonable hours, for the purpose of inspecting and marking trees. The A.C.C. or their agents, or designees shall not be deemed as committing a trespass or wrongful act solely by reason of any such entry or inspection.

4.18 Trash Disposal: No lot shall ever be used for outside, unenclosed storage of any items or materials whatsoever, nor shall any lot or part hereof be used or maintained as a dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators, cans, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition beside or behind the residence. Cut or trimmed brush on occupied or non-occupied lots must be disposed of within 30 days of cutting. No Construction of a house may begin until an enclosed trash receptacle is available on-site for construction debris. It is the owner's responsibility to see that construction debris is contained. Horse and other types of manure may be allowed to accumulate on the property to an amount that the Board of Directors, in its sole discretion, deems acceptable in keeping with the intent of this provision.

4.19 Nuisances: No noxious, offensive, undesirable, unlawful or immoral activity shall be conducted on any lot, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the owners of adjacent lots or to the Subdivision as a whole. Any determination by the A.C.C. that an activity is noxious, offensive, undesirable, or immoral shall be final and binding on all parties.

4.20 Clothes Drying Facilities: Outside clothes lines or other facilities for drying clothes or airing clothes shall not be erected, placed or maintained on any lot unless they are concealed in such a manner so as not to be visible from the street.

4.21 Animals: Dogs, cats or other household pets are not to exceed a total of three in number (exclusive of unweaned offspring), may be kept on any lot so long as they are not kept, bred or maintained for any commercial purpose. One horse per 1.5 acres will be permitted. No livestock, exotic animals, or other animals are allowed. Other animals or livestock, except swine, may be permitted so long as such animals or livestock are the subject of a bonafide 4-H or Future Farmers of America (FFA) project. No

pets or animals may be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor, or noise. If a question arises as to whether an animal, (individually or considered together) is offensive or a nuisance, the A.C.C. shall make the determination and its determination shall be final and binding on all parties.

4.22 Animal Containment: All animals shall be contained within the lot lines either by fence, leash, or other comparable device. Animals shall not be allowed outside an owners lot. Any pen, corral, hutch, structure or enclosure of any kind must be constructed of new material, must be attractive in appearance in keeping with the general standard of improvement in the Subdivision, and must be at all times kept neat and clean in appearance, consistent with the requirements herein specified for other improvements in the Subdivision. All such improvements must be located behind the residence, and not closer than ten (10) feet to the side and rear of the property lines.

4.23 Lot Maintenance: All tracts shall be maintained in a sanitary, healthful, safe and attractive condition. The owner or occupant shall keep all grass, vegetation and weeds thereon cut as often as may be necessary to maintain the same in the condition required hereby. Drainage structures under private driveways shall be constructed to Burnet/Williamson County and plat specifications, shall be constructed so as not to block the flow of water and must be constructed before house construction or placement begins. Such structures, where needed, are to be installed at the expense of the lot owner. Natural drainage and stock tanks shall not be altered, constructed, or changed without prior written approval from the A.C.C. and appropriate government agencies. All drainage ditches shall be maintained and drained in the same manner and shall be unobstructed at all times. In no event shall the owner or occupant use any Lot for the storage of material or equipment, except for normal residential requirements or incident construction improvements as permitted herein. In the event of default on the part of the owner of the Lot to observe the above requirements, such default continuing after ten (10) days written notice thereof, or in the event the owner or occupant has not proceeded with due diligence to complete appropriate maintenance after such notice, the Association, without liability to the owner or occupant in trespass or otherwise, may enter upon the necessary Lot to bring the property into compliance with the terms of these restrictions so as to place the property in a sanitary, healthful, safe and attractive condition. The Association may charge the cost of such work to the owner or occupant of the property; and, if not paid, shall add the cost of such work to any annual maintenance assessments that are or may become due and owing, subject to the terms and conditions thereof as setforth herein.

4.24 Repair of Buildings: No residential dwelling or other building, structure or improvement upon any Lot shall be permitted to fall into disrepair, and each such residential dwelling, building, structure or improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. Any residential dwelling, structure or improvement damaged partially or completely by fire, storm or other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 10:00 p.m.

4.25 Quality Workmanship: All improvements and structures including but not limited to homes, garages, barns, fences, storage buildings, and other improvements shall be constructed of quality material and in a workmanlike manner. Such improvements shall be maintained and situated so that their appearance will not be detrimental to the subdivision as a whole. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate, and none of the improvements shall be allowed to deteriorate to the detriment of the neighborhood as a whole.

4.26 Sewage: No means of sewage disposal may be installed, used or maintained except a septic tank, or a similar or improved means of sanitary sewage disposal, which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No residence placed upon a lot shall

be used until sanitary sewage disposal facilities complying with this paragraph have been completely built and approved by the governmental authority.

4.27 Drilling: No oil, gas or water drilling, exploration or development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any lot.

4.28 Signs: Except for one sign of not more than six square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any lot.

4.29 Antennae: No exterior radio, television or any other type of antenna shall be higher than forty feet (40') as measured from the ground. All satellite dish receivers larger than six feet (6') in diameter must receive prior written approval of the Architectural Control Committee as to size and location.

4.30 Hunting and Firearms: Hunting, trapping and discharge of firearms are expressly prohibited within the subdivision.

4.31 Alcohol and Beverages: The sale of beer, liquor or other intoxicants shall never be permitted on the property. The property shall not be used for malicious, illegal or immoral purposes nor for any purpose in violation of the laws of the State of Texas, The USA or Burnet/Williamson County, Texas, or the police, health, sanitary, or fire building codes, regulations or instructions relating to or affecting the use occupancy or possession of the property.

4.32 Wind Generators: No wind generators shall be erected or maintained on any Lot.

4.34 Solar Collectors: No solar collector shall be installed without the written approval of the Architectural Control Committee. Such installation shall be in harmony with the residence. When reasonably possible, solar collectors shall be installed in a location not visible from the public street in front of the residence.

4.35 Playground Equipment: Playground equipment may be placed behind or beside the residence. No tether pole, play net, tents or any other recreational facility shall be permanently erected in front of any residence without the prior written approval of the Architectural Control Committee. Temporary placement of such items is permitted so long as such placement does not exceed more than forty-eight (48) hours during any seven (7) day period.

4.36 Rights of Declaration: The Declarant or its agents shall have the right to use any unsold lot for a sales office location or any other purpose that Declarant deems necessary.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

5.01 Management by Association: The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the Bylaws and in the Rules and Regulations as may be periodically promulgated by the Board of Directors. The business and affairs of the Association shall be managed by its Board of Directors. The appointed Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Subdivision.

The Association, acting through the Board, shall be entitled to enter in to such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Restrictions, including without limitation, the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

5.02 Membership in Association: Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming an Owner, automatically become and shall remain a member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

5.03 Voting of Members: The number of votes of each member shall be determined on the total number of Lots owned by such member. For example, if a member holds legal title to one Lot, he will be entitled to one (1) vote. In the event that ownership interests in a Lot are owned by more than one member of the Association, such members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more votes be cast than the owners of such Lot be entitled as set forth above. All members of the Association may attend meetings of the Association and all voting members may exercise their vote at such meetings either in person or by proxy. The Declarant may exercise the voting rights with respect to Lots owned by it.

5.04 Disputes: In addition to its other powers conferred by law or in accordance with the provisions of this Declaration, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or the Association, including the appointment of committees to consider and recommend resolutions of, or to resolve any such disputes.

5.05 Professional Management: The Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, administration and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

5.06 Board Actions in Good Faith: Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its members or any other party.

ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

6.01 Creation of the Lien and Personal Obligation for Assessments: Each Owner of a Lot, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessment against his Lot and /or assessed against him by virtue of his ownership, thereof, as the same shall become due and payable, without demand as follows:

- a. Annual assessment or charges;
- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- c. Maintenance charges incurred by the Association under Article III, Section 3.22.

The annual and special assessments, and maintenance cost incurred by the Association under Article III, Section 3.22 above, together with interest, at the rate of twelve percent (12%) per annum, cost, and reasonable attorney's fees for collection of same, shall be charged on the land and shall be a continuing lien upon the Lot against which the assessment is made; and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

6.02 Purpose of Assessments: Each Lot in Thousand Oaks is hereby subjected to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within the Subdivision to the Association, on or before March 1st of each year, in advance annual installments, commencing on a date and in the manner to be promulgated by the Board of Directors of the Association. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association, as hereinafter provided as the needs for the Subdivision may, in the judgment of the Association require. Such assessment will be uniform. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of the Subdivision. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following: constructing and maintaining alleys, paths, parks, landscape reserves, parkways, easements, esplanades, pools and tennis courts, and play courts, and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen, watchmen, lifeguard, instructors and operators, caring for vacant lots, garbage collection, and doing other things necessary or desirable, in the opinion of the Association, to keep the properties in the Subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance and other charges as specified herein. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association. Each person who accepts a deed to a Lot or Lots agrees, by the acceptance of same, to pay such maintenance charge and assessments as herein provided.

6.03 Annual Assessment of Maintenance Charge: Beginning February 1, 1999 each lot in the subdivision, excluding lots owned by Oak Ridge Ranch Development L.L.C., is subject to an annual maintenance charge (AMC) of ten dollars (\$10) a month per lot paid annually. The initial AMC shall be due and payable on or before March 1, 1999 and on or before March 1st of each year thereafter. The amount of the AMC shall be determined at least thirty (30) days prior to March 1st (except the initial AMC which is automatically due March 1, 1999) and written notice of such assessment shall be sent on thereafter to each member of the Association. AMC's are due March 1st for that year and are to be paid in advance. Purchasers who purchase lots from Oak Ridge Ranch Development L.L.C. shall pay pro-rated dues from date of purchase through March 1st. Lots owned by Oak Ridge Ranch Development L.L.C. shall not be subject to an AMC. The amount of the AMC for each lot may be increased or decreased by the Board from time to time, but not more often than once per year. However, if any such change increases or decreases the AMC by more than twenty percent (20%) over the preceding year, the change must be approved by a majority of the Association members. Notwithstanding the foregoing, the initial Board of Directors of the Association shall not increase the annual maintenance charge unless such increase is approved by a majority of the Association members, excluding Oak Ridge Ranch Development L.L.C.

6.04 Special Assessment: In addition to the annual assessment herein the Board of Directors of the Association may levy a special assessment at any time deemed necessary, applicable for the current year

only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair, and for any other purposes deemed necessary by the board of Directors of the Association to maintain or improve the subdivision for the general benefit of the owners and occupants thereof. Lots owned by Oak Ridge Ranch Development L.L.C. shall not be subject to any Special Assessment.

6.05 Vote on Special Assessment: If ten percent (10%) of the members of the Association object in writing, within 30 days of date of notice, to the levy of any special assessment such assessment shall not be valid unless and until it has been approved by a majority vote of the members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the Association not less than fifteen (15) nor more than thirty (30) days in advance of the meeting. Twenty-five percent (25%) of all members of the Association shall constitute a quorum and such special assessments shall not be levied unless approved by majority of those voting at such meeting.

6.06 Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

6.07 Effect of Nonpayment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. Further, the voting rights of any owner in default in the payment of the annual maintenance charge, or other charge owing hereunder for which an Owner is liable, may be suspended by action of the Board of Directors for the period during which such default exists and for a period of sixty (60) days after the default is cured. Any lot Owner who is in default or who is the subject of a suit to enforce any provision of this Declaration will not be entitled to be nominated for any position as a Director or Officer of the Association unless such default is cured or suit to enforce this Declaration is settled at least sixty (60) days in advance of such meeting to elect Directors or appoint Officers.

Notice of the lien referred to in paragraph 6.01 may be given by the recordation in the office of the County Clerk of Burnet/Williamson County, Texas of an affidavit, duly executed, and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot.

Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vest in the Association the right to bring all actions against such Owner or Owners personally for the collection of such unpaid annual maintenance charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to Chapter 51 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells, and conveys to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid annual maintenance charge, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the office of the County Clerk of Burnet/Williamson County, Texas. In the event of the

election by the Board of Directors to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Chapter 51 of the Texas Property Code as same may hereafter be amended.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents, and further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

6.08 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

6.09 Foreclosure: In the event of a foreclosure of a mortgage on a Lot, the purchaser at the foreclosure sale shall not be responsible for maintenance charges, special assessments, or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but said purchaser and its successors shall be responsible for maintenance charges, special assessments, and other sums, if any becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

ARTICLE VII GENERAL PROVISIONS

7.01 Duration and Amendment: The covenants, conditions and restrictions of the Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Association or the Owner of any Lot subject to this Declaration and the 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 of this Declaration as recorded, after which time, said covenants conditions, and restrictions shall be automatically extended successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended, altered, rescinded, or modified, in whole or in part, at any time by an instrument signed by the then owners of a majority of land within the subdivision upon which residential structures may be constructed. Such majority of land shall be determined on the basis of the total number of acres, and/or fractions thereof, owned within the Subdivision by those owners signing such instrument when compared to the whole of said Subdivision. No amendment shall be effective until recorded in the Deed Records of Burnet/Williamson County, Texas.

7.02 Severability: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

7.03 Rules and Regulations: The Rules and Regulations may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as the provisions of these Restrictions, but in the event of a conflict, these Restrictions shall control. Each Owner, by accepting a deed to his Lot, agrees to comply with and abide by the Rules and Regulations as the same may be amended from time to time.

7.04 Number and Gender: Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

7.05 Articles and Sections: Article and section headings in these Restrictions are for convenience of reference and shall not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of these Restrictions.

7.06 Delay in Enforcement: No delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

7.07 Limitation of Liability: Declarant, as well as its agents, employees, officers, directors, shall not be liable to any Owner or occupant of any Lot or any portion thereof or to any other party for any loss, claim or demand in connection with a breach of any provision of these Restrictions by any party other than Declarant.

7.08 Enforceability: These Restrictions shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by Declarant, and/or the Association. Each Owner and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representative, successors and assigns may bring any discrepancy and/or violation of any or all deed restrictions to the Board for further action. In the event that any action to enforce these Restrictions is initiated against an Owner or occupant of a Lot by Declarant or the Association, Declarant or the Association, as the case may be, shall be entitled to recover attorney's fees from the Owner or occupant of a Lot who violated these Restrictions.

7.09 Texas Veterans Land Board: It is anticipated that some of the lots within the subdivision shall be sold to veterans through the Texas Veterans Land Board Program. Notwithstanding anything to the contrary contained herein, these restrictions shall not, and shall not be construed to, prevent the Texas Veterans Land Board from deeding one acre to a veteran for a home site in order that he might construct a residence therein. Nor shall these restrictions be construed to change or assess any fees to the Texas Veterans Land Board.

7.10 Remedies: Upon the violation of any of the provisions of these Restrictions by any Owner, in addition to all other rights and remedies available to it at law, in equity or otherwise, the Association, acting through the Board, shall have the right to pursue any or all of the following remedies: In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the Restrictions, the Declarant, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

7.11 Interpretation: If this Declaration or any word, clause, sentence paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. If this Declaration or any part thereof is in conflict with any other Declaration previously filed or record, then the terms of this Declaration and all provisions herein shall govern.

7.12 Omissions: If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other words, clause, sentence, or provision appearing in this Declaration shall be

omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

7.13 Notices: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address for the person who appears as Member or Owner on the records of the Association at the time of such mailing.

7.14 Title: The Association shall accept delivery of any deed or bill of sale executed by Oak Ridge Ranch Development L.L.C. conveying property within the subdivision, or addition thereto, to the Association.

7.15 Addition by Oak Ridge Ranch Development L.L.C.: Oak Ridge Ranch Development L.L.C. hereby declares that it presently contemplates that at a future time the subdivision may be expanded (but Oak Ridge Ranch Development L.L.C. does not hereby obligate itself to expand the subdivision) by adding from time to time, additional property to the subdivision. These restrictions shall become effective with respect to any such annexed additional property on the date on which there is filed for record in the Office of the County Clerk of the county in which the same are located, a Supplemental Declaration to that effect signed and acknowledged by Oak Ridge Ranch Development L.L.C. Such supplemental Declaration shall describe the additional property; list the lots that will then constitute the subdivision; refer to these Restrictions; and declare that these Restrictions with respect to the additional property as Oak Ridge Ranch Development L.L.C., in its sole discretion shall deem necessary or appropriate. Upon the filing of the Supplemental Declaration, each lot comprising the additional property shall be included within the definition of the subdivision as set forth on Page 1 hereof. Oak Ridge Ranch Development L.L.C. may cause to be recorded as many separate Supplemental Declarations as may be desired from time to time, at any time, to effect the annexation of additional property. Annexation of additional property may be accomplished by Oak Ridge Ranch Development L.L.C. without the consent of any other party or entity.

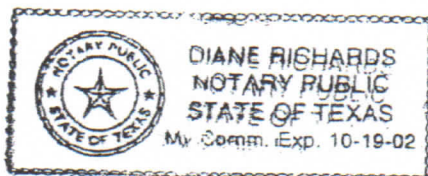
Dated this 2 day of September, 1999

Oak Ridge Ranch Development L.L.C.

By: Daniel R. Shine
Daniel R. Shine (Manager)

This instrument was acknowledged before me on _____ by Daniel R. Shine, Manager of Oak Ridge Ranch Development L.L.C.

Sworn to and subscribed before me this 2 day of Sept, 1999



Diane Richards
Notary

ADMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS & RESTICTIONS
Addendum #1

THOUSAND OAKS
(A Subdivision)

STATE OF TEXAS

COUNTY OF WILLIAMSON KNOWS ALL MEN BY THESE PRESENTS:

THIS ADMENDMENT TO DECLARATION OF CONVENANTS, CONDITIONS,
EASEMENT & RESTRICTIONS (Amendment) was made this day 25th day of January,
2005 by the Thousand Oaks Home Owners Association.

WHEREAS, the developer, Oak Ridge Ranch Development, L.L.C. previously recorded
the Declaration of Covenants, Conditions, Easements & Restrictions dated September 2,
1999 and recorded among the land records in Williamson County.

WHEREAS, the HOA has voted to amend the annual dues to \$144.00 annually. The
HOA has voted to amend the assessment of unpaid dues 30 days late to \$25.00 annum.

WHEREA, the HOA executes this amendment in accordance with the current Covenants.

Dated this 29th day of February, 2008

Thousand Oaks Home Owners Association

By: Sandy Nestor
Sandy Nestor, Secretary

This instrument was acknowledged before me on March 5, 2008
by Sandy Nestor, Secretary of Thousand Oaks Home Owners Association.

Sworn to and subscribed before me this 5th day of March, 2008



Tara A. Marshall
Notary

ADMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS & RESTICTIONS
Addendum #2

THOUSAND OAKS
(A Subdivision)

STATE OF TEXAS

COUNTY OF WILLIAMSON KNOW ALL MEN BY THESE PRESENTS:

THIS ADMENDMENT TO DECLARATION OF CONVENANTS, CONDITIONS,
EASEMENT & RESTRICTIONS (Amendment) was made this day 8th day of January,
2008 by the Thousand Oaks Home Owners Association.

WHEREAS, the developer, Oak Ridge Ranch Development, L.L.C. previously recorded
the Declaration of Covenants, Conditions, Easements & Restrictions dated September 2,
1999 and recorded among the land records in Williamson County.

WHEREAS, the Home Owners Association (HOA) has voted to amend Article IV
Section 4.06 to read: No motor cycles, dirt bikes or other motorized vehicles, such as all
terrain vehicles (ATV's) shall be used on any undeveloped Lots, easements or park areas
with in the subdivision. Guests will be allowed to park on the street no longer than 24
hours. Overnight guests with Recreational Vehicles will be allowed to camp overnight for
a maximum of two (2) weeks on member lot. Owners of commercial vehicles must park
commercial vehicle in driveway, carport or garage.

WHEREEA, the HOA executes this amendment in accordance with the current Covenants.

Dated this 29th day of February, 2008

Thousand Oaks Home Owners Association

By: *Sandy Nestor*
Sandy Nestor, Secretary

This instrument was acknowledged before me on March 5, 2008
by Sandy Nestor, Secretary of Thousand Oaks Home Owners Association.

Sworn to and subscribed before me this 5th day of March, 2008



Tara A. Marshall
Notary

ADMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS & RESTICTIONS
Addendum #3

THOUSAND OAKS
(A Subdivision)

STATE OF TEXAS

COUNTY OF WILLIAMSON KNOW ALL MEN BY THESE PRESENTS:

THIS ADMENDMENT TO DECLARATION OF CONVENANTS, CONDITIONS,
EASEMENT & RESTRICTIONS (Amendment) was made this day 5th day of February,
2008 by the Thousand Oaks Home Owners Association.

WHEREAS, the developer, Oak Ridge Ranch Development, L.L.C. previously recorded
the Declaration of Covenants, Conditions, Easements & Restrictions dated September 2,
1999 and recorded among the land records in Williamson County.

WHEREAS, the Home Owners Association (HOA) has voted to amend Article II Section
2.01 to add this sentence to the end of the paragraph: Once construction has started on a
project approved by the ACC, the owner will have 6 months to complete the project. If at
the end of 6 months the project is not complete, the owner can ask the ACC for an
additional 3 month time extension. Extensions may be given in 3 month increments if
construction is active.

WHEREA, the HOA executes this amendment in accordance with the current Covenants.

Dated this 4th day of March, 2008

Thousand Oaks Home Owners Association

By: Sandy Nestor
Sandy Nestor, Secretary

This instrument was acknowledged before me on March 5, 2008
by Sandy Nestor, Secretary of Thousand Oaks Home Owners Association.

Sworn to and subscribed before me this 5th day of March, 2008



Tara A. Marshall
Notary