

**DECLARATION
OF
COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS
OF
THOUSAND OAKS SUBDIVISION**

This DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS OF THOUSAND OAKS SUBDIVISION (the "Declaration") is made effective as of the ____ day of _____, 2006, by THOUSAND OAKS PARTNERS, LTD., a Texas limited partnership (hereinafter referred to as "TOP");

WHEREAS, TOP is the owner of all that certain tract of land in Brazoria County, Texas, which tract is described in Exhibit "A", attached hereto and incorporated by reference;

WHEREAS, TOP desires to create and provide a uniform plan for the development improvement and maintenance of the Subdivision (as defined below), for the mutual benefit and pleasure of the present and future property owners in the Subdivision, and to protect the property values within the Subdivision by imposing this Declaration upon and against all of the designated lots therein as hereinafter set forth. This Declaration (i) shall run with the land, and (ii) is incorporated by reference into every conveyance regarding the property subject to this Declaration; and

NOW THEREFORE, TOP does hereby make, adopt, and establish the following Declaration, including without limitation, restrictions, reservations, covenants, declarations, easements, limitations, charges, agreements, and conditions to apply uniformly to the use, occupancy, and conveyance of all Lots (as defined below) in the Subdivision. Every contract, deed or conveyance which may be hereafter executed with regard to any of the Property (as defined below) shall be conclusively deemed to have been executed, delivered and accepted subject to this Declaration, even if the Declaration is not set out in full and is not incorporated by reference in such contract or sale, deed, lease, or other transfer of and interest in such Property.

**ARTICLE 1.
DEFINITIONS**

A. The following terms when used herein shall have the following meanings:

1. "ACC" shall mean the Architectural Control Committee, established under Article 4 of this Declaration, and its successors and assigns.
2. "Assessment" shall mean and refer to the assessments levied by the Board pursuant to Article(s) 6 and/or 7.
3. "Association" shall mean Thousand Oaks Property Owners Association, Inc., the non-profit corporation formed by TOP pursuant to Article 5 of this Declaration which has the power, duty and responsibility of (i) maintaining and administering certain portions of the Property and all of the Common Areas, (ii) administering and enforcing this Declaration and (iii) otherwise maintaining and enhancing the quality of life in the Subdivision.
4. "Board" shall mean and refer to the Board of Directors of the Association.
5. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners; including but not limited to, any and all areas of land within the Property which are known, described or designated as Common Areas, parks, conservation areas, recreational easements, flood way easement areas, lakes, ponds, dams, perimeter fences and columns, offsite monuments and directional signs, landscape easement, green belts, open spaces, paths and trails, and the like, including without limitation, those shown on any recorded plat but which are intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all Improvements that are now or that may hereafter be constructed thereon. The concept of Common Areas will also include:
 - a. any and all public right-of-way lands within the Property for which Brazoria County has required that TOP and/or the Association expend private, non-reimbursable time and moneys to care for and maintain, such as but not limited to: street medians, streetscapes, trails, park areas, and quasi-governmental service facilities;

and

- b. any and all facilities provided by TOP and/or the Association to or for the benefit of the local police, fire and similar governmental departments for which no reimbursement via public funds is requested or anticipated.

TOP may convey record title or easements to some or all of the Common Areas to the Association if, as and when deemed appropriate by TOP or as may be required by governmental officials, and TOP shall at all times have and retain the right to effect minor redesigns or minor reconfigurations of the Common Areas (particularly along the edges) and to execute any open space declarations applicable to the Common Areas which may be permitted in order to reduce property taxes, and to take whatever steps may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes.

6. "Declaration" shall mean this "Declaration of Covenants, Conditions, Reservations, and Restrictions", together with any and all amendments or supplements hereto recorded in the Official Public Records of Brazoria County, Texas.
7. "Dwelling Unit" shall mean any building or portion of a building situated upon the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons.
8. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to Dwelling Units, buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, walls, tanks, reservoirs, pipes, meters, antennae towers and/or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite, antennas, and/or other utilities.
9. "Lot" shall mean those Lots shown on the plat filed of record with the Clerk of Brazoria County, Texas of all or a portion of the Property or covering property made subject to this Declaration after the date hereof in accordance with Article 12, Section 9. The term "Lot" does not include the Common Areas or any portion thereof, any reserved tracts, or any reservations hereinafter made. In the case of a parcel of land within the Property, which has not been platted into a Lot, the parcel shall be deemed to contain the number of Lots designated by MLS on the then current development plan for such parcel of land unless or until a different number of Lots are platted.
10. "Member" shall mean a Member of the Association, which is tied directly to Lot ownership. Lot ownership and membership in the Association shall be inseparable. Transfer of a Lot automatically transfers membership in the Association and all rights of the transferor with respect to the Common Areas and facilities to which ownership of such Lot relates.
11. "TOP" shall mean and refer to THOUSAND OAKS PARTNERS, LTD., a Texas limited partnership, its successors and assigns, with respect to the voluntary disposition of all (or substantially all) of the assets and/or ownership interests of TOP and/or the voluntary disposition of all (or substantially all) of the right, title and interest of TOP in and to the Property. However, no person or entity merely purchasing one or more Lots from TOP in the ordinary course of business shall be considered a successor or assign of TOP for purposes of this Declaration.
12. "Owner" shall mean and refer to the record Owner, whether one (1) or more person(s) or entities, of the fee simple title to any Lot in the Subdivision, or any part or interest therein. Owner shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term Owner shall further include any Person or entity claiming title to any Lot or portion thereof by adverse possession; any Person or entity leasing, renting or otherwise occupying any Lot or part thereof, and/or any Person or entity claiming interest in a Lot or part thereof under a contract of sale.

13. "Person(s)" shall refer to any natural person, individual(s), and/or any other entity unless the context indicates otherwise having the legal right to hold title to real property.
14. "Plans" and "Specifications" shall mean any and all documents designated to guide or control the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all buildings, products, and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement(s).
15. "Plat" shall mean a plat of the Property or portion thereof, recorded or to be recorded in the Official Public Records of Brazoria County, Texas, or any other plat recorded in the Official Public Records of Brazoria County, Texas of all or any portion of the Property.
16. "Property" shall mean the real property described in Exhibit "A" and any other real property made subject to this Declaration after the date hereof in accordance with Article 12, Section 9.
17. "Recording Date" shall mean the date upon which this document is filed of record with the County Clerk of Brazoria County, Texas.
18. "Special Assessment" shall mean and refer to any assessment levied by the Board pursuant to Article 7.
19. "Subdivision" shall mean the Thousand Oaks Subdivision, to be developed on the Property pursuant to plat(s) recorded in the Official Public Records of Brazoria County, Texas, including, without limitation the plat filed of record in Volume ____, Page ____ of the Official Public Records of Brazoria County, Texas.
20. "Supplemental Declaration" shall mean a separate declaration of covenants, conditions, reservations, and restrictions, which is imposed on a portion of the Property or on property made subject to this Declaration after the date hereof, within the jurisdiction of the Association and which is administered by and may be enforced by the Association.

ARTICLE 2. RESERVATIONS

In authenticating the Plat for record and in so dedicating the use of the access roads (whether such thoroughfares are referred to as drives, avenues, roads, lanes, ways, parkways, boulevards, or streets) as shown thereon to the public for ordinary roadway purposes only, there was reserved and there are hereby expressly reserved in TOP the following rights, dedications, limitations, grants, rights-of-way, reservations, restrictions, titles, easements and related rights (hereinafter collectively called "Reservations"). All such Reservations as described and defined hereinafter shall be referred to as a part of and construed as being adopted in each and every contract of sale, deed or instrument of conveyance executed or to be executed by or on behalf of TOP conveying any property in the Subdivision or any part thereof.

A. Non-exclusive Easement. TOP reserves for itself, its successors and assigns, a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer and storm pipes, gas pipes, mains and conductors and all appurtenances thereto relevant to the operation of waterworks, sanitary sewer, storm sewer and/or drainage systems as it may from time to time desire, in, along, under, over, across and through all of the streets, both public and private, in the Subdivision. Such pipes, mains and conductors, lines, wires, conduits and appurtenances shall be buried to such reasonable depths as will not interfere with the use of the streets for ordinary roadway purposes.

B. Perpetual Easements.

1. Utility Easements. TOP reserves for itself, its successors and assigns, a perpetual utility easement in, along, under, over, across, and through a ten foot (10') strip around the entire perimeter of each Lot in the Subdivision. The ten foot (10') strip shall be measured from the property line of each Lot inward. With respect to such easement, TOP shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitation of the generality thereof, water, sanitary sewer, storm sewer, pipes, mains and conductors, and all appurtenances distribution and communication lines, fiber optic lines, wires, conduits, guy wires, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress thereto. The utility easements hereby reserved are easements ten feet (10') wide at and below normal ground level, extending upward to a plane one hundred twenty feet (120') above the ground, and from said plane and upward the easements are twenty feet (20') in width, extending five feet (5') in width adjacent to and on both sides of the utility easements on each Lot. TOP further reserves the exclusive right to grant franchises and easements to other utility Owners to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply and remove such utility lines, as described above, in such utility easements. These utility easements are not dedicated to the public in any manner.
2. Drainage Easement. TOP further reserves for itself, its successors and assigns, a perpetual drainage easement that shall be coextensive with the above described ten-foot (10') utility easements.

C. Changes and Additions. TOP reserves for itself, its successors and assigns the right to make minor changes in and additions to the utility easements hereinabove described for the purposes of more efficiently and economically installing Improvements.

D. Construction. The conveyance by TOP of any Lot in the Subdivision by contract, deed or other instrument of conveyance shall not in any event be held or construed to include any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light, poles or conduits, pipes, mains and/or any other utilities or appurtenances thereto constructed by its agents, in, along, under, through, over across, or upon such easements, or any part hereof, or any other property of TOP. The right to sell and lease or otherwise transfer all such rights, titles, easements, utilities and appurtenances is expressly reserved in TOP.

E. Conveyance. TOP may convey record title to some or all of the reserved rights or property to the Association if, as and when deemed appropriate by TOP, or as may be required by governmental officials.

F. No Obligation to Exercise. The foregoing Reservations of rights and easements shall not obligate TOP to exercise any of such reserved rights and easements.

G. Waiver. The invalidity, abandonment or waiver of any one or more of the foregoing Reservations, any sentence, clause, and/or part thereof shall not affect the remaining Reservations, sentences, clauses and/or parts thereof, which shall remain in full force and effect.

ARTICLE 3. RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of Lots in the Subdivision as a district set aside for residential homes and certain other uses accessory thereto, the following restrictions, including without limitation, restrictions, covenants, reservations, declarations, easements, limitations, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to the use, occupancy and conveyance of all the Lots in the Subdivision. Every contract, deed or conveyance which may be hereafter executed with regard to any of the property in the Subdivision shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contracts of sale, deed, lease, or other transfer of interest in any such Lot.

A. BUILDING AND CONSTRUCTION RESTRICTIONS.

1. Residential Only. Except as otherwise herein provided, each Lot in the Subdivision shall be used only for noncommercial residential and recreational purposes. Only single-family residential Dwelling Units and appurtenances ordinary to residential living shall be permitted. To this end, without limitation, the following structures may not be built on any Lot in the Subdivision: hospitals, clinics, rest homes, duplex houses, apartment houses, garage apartments for lease to the general public, mobile homes, hotels, or any retail, wholesale, or other business or commercial establishment of any kind or nature; however, Owner shall be allowed to construct small, separate living quarters attached to the Dwelling Unit or garage for so long as said separate living quarters are occupied by extended family of Owner and not used as rental property, business or any other commercial use;
2. Minimum Square Footage. No Dwelling Unit shall be constructed on any Lot that has an under roof living area, excluding porches, garages, patios and the like, of less than two thousand five hundred (2,500) square feet;
3. Maximum Height. No Improvement greater than thirty-two feet (32') in height may be constructed on any Lot without the prior written approval of the ACC. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed Improvement to the ridge line of the roof of the proposed Improvement;
4. Minimum 60% Masonry. All single-family Dwelling Units shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed of at least sixty percent (60%) masonry or other material specifically approved in writing by the ACC. Masonry includes ceramic tile, brick, rock, stucco, fiber-cement siding and all other materials commonly referred to in the Brazoria, Texas area as masonry. However, masonry does not include concrete hardy-board or hardy-plank. The use of prefabricated materials, including, without limitation, antique homes moved from other locations, shall not be allowed;
5. Two-Car Garage Minimum. All Dwelling Units must include at least a two-car garage constructed of sixty percent (60%) masonry or other material specifically approved in writing by the ACC;
6. Roofing. The surface of all roofs of principal and secondary structures shall be wood shingle, shakes, tile, quality composition shingle, or approved metal roof. The ACC shall have authority to approve other roof treatments and materials if the form utilized will not, in the sole and absolute discretion of the ACC, be a detriment to the quality of the neighborhood;
7. Solar Panels. In the event an Owner desires to use solar panels or other solar equipment in connection with the use of any Lot, the location and installation design thereof shall be submitted to the ACC and approval of such design, including the aesthetics thereof, shall be required before construction may begin;
8. Driveways. All driveways shall be constructed of concrete or asphalt. No gravel or limestone, dirt, or other forms of materials shall be permitted. All driveways must connect to streets within the Subdivision;
9. Tanks. The ACC shall have the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for storage of fuel, water, oil or Liquid Petroleum Gas and including swimming pool filter tanks. (No elevated tanks of any kind shall be erected, placed or permitted on any Lot.) All tanks shall be screened so as not to be visible from any other portion of the Property;
10. Only One Single-Family Dwelling Unit per Lot. Only one single-family Dwelling Unit and appurtenances thereto, such as garages and barns, may be placed or constructed on each of the Lots. No tent, shack or other temporary building, Improvement or structure shall be placed upon the Property without the prior written approval of the ACC; provided however, that the ACC may maintain or authorize temporary structures necessary for

storage of tools and equipment, and for office space for architects, buildings and foremen on the Lot during any period of actual construction, which authorization, if given, shall include the nature, size, duration and location of such structure or structures;

11. No Tractor Trailers. No Eighteen (18) Wheel Tractor Trailer Trucks shall be allowed to park in the Subdivision or on any Lot;
12. Set Backs. No building or structure, except fences, shall be located on any Lot nearer to the front property line than fifty feet (50'), or nearer to either side of the property line than twenty-five feet (25'), or nearer to the back property line than fifty feet (50');
13. Drainage. Drainage structures, where required under private driveways, shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of eighteen inch (18") diameter pipe culvert or such larger diameter as the ACC shall require. Additionally, the pipe shall have a 6 to 1 slope, as extended, beginning at the exposed portion of the pipe to the end thereof;
14. Building Material on Lots During Construction. No building materials of any kind or character shall be placed or stored on any Lot for more than thirty (30) days prior to commencement of the construction of a Dwelling Unit or other Improvement(s). All materials shall be placed within the building set back lines as established above. At the completion of the Dwelling Unit or other Improvement(s), excess or scrap material must be immediately removed from the Property;
15. No Dumping during Construction. No stumps, trees, underbrush, refuse of any kind, and/or scrap material from Improvements of any kind being erected on any Lot shall be placed or dumped on any other Lot, on streets or easements within the Subdivision;
16. Restoration of Surface After Construction. Exposed openings resulting from any excavation made in any Lot shall be back filled and the disturbed ground shall be leveled and reseeded with fiber mulch, blanket seeding, or sod. No change of elevation on any Lot greater than five feet (5') shall be made without prior written approval of the ACC;
17. Septic or Approved Sanitary Sewer. No residential Dwelling Unit shall be built without a State of Texas, Brazoria County, and/or other required governmental entity approved septic tank or other sewage disposal system, that is so approved;
18. Mailboxes. Mailboxes shall be erected and maintained on each Lot upon which a residence is situated, and shall be fixed on masonry stanchions (columns), approved by the ACC. No metal or wood post stands are permitted. Each mailbox shall be new when installed, constructed of durable steel or aluminum, and of size and shape conforming to postal authority standards for single family residential postal depositories. Mailboxes shall be located in accordance with postal regulations; and
19. ACC's Discretion. The ACC may approve or disapprove, for any reason or no reason, in its sole and absolute discretion, any item 1 through 18 above.

B. GENERAL RESTRICTIONS

1. No Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision;
2. No Commercial Activity. No "commercial activity" of any kind shall be conducted on any Lot. "Commercial Activity" shall include but not be limited to, the offering for sale of any product or service, the manufacture or growth of product(s) for purposes of sale without regard to whether such activities are conducted in or from a Dwelling Unit or otherwise;
3. Animal Restrictions. No animals, livestock, or poultry of any kind shall be raised, bred, and/or kept on any Lot within the Subdivision for commercial purposes. Each Lot shall be allowed one animal unit (au) for every one (1) acre or fraction of an acre. One animal unit (au) is defined as:

1 cow	= 1 au
1 horse	= 1 au
1 dog or cat	= 1/2 au (Maximum 4 dogs or cats)

There will be no swine, sheep, goats or poultry allowed on any Lot within the Subdivision. There will be no wild, exotic or naturally undomesticated animals allowed, caged or otherwise kept on any Lot within the Subdivision. No animals including dogs and cats will be allowed to roam free in the Subdivision. In the event any animal creates a nuisance to the Subdivision, in the sole and absolute discretion of the ACC, such animal shall be promptly removed from the Subdivision. The Association or members of the ACC shall have the right to enter and remove any such animal which is placed on any Lot in violation of this Section, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal;

4. Signs. No sign(s), except sign(s) advertising property for sale and/or rent (not exceeding five (5) square feet in size), advertisement, billboard, and/or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of either the ACC or TOP, or else members of the ACC shall have the right, in its sole and absolute discretion, to enter and remove any such signs, advertisement and/or billboard and/or structure which is placed on any Lot without said consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal;
5. No Dumping. No part of the Subdivision shall be used or maintained as dumping grounds for rubbish, trash, or garbage;
6. Trash Cans. Equipment for the storage or disposal of such rubbish, trash, or garbage shall be kept in a clean and sanitary condition, and shall not be visible from any other Lot or street in the Subdivision;
7. Recreational and Other Vehicles. No trailer(s); recreational vehicle(s), tent(s), boat(s), and/or broken down, wrecked, junked, or otherwise wholly inoperable vehicle shall be kept, parked, stored, and/or maintained on any portion of the driveway and/or front yard in front of the building line of the Dwelling Unit on any Lot. Any such vehicles shall be kept, parked, stored, or maintained on other portions of a Lot only within an enclosed structure or a screened area that prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street;
8. Lot Maintenance and Care. Owners shall not permit the accumulation of trash, rubbish, weeds, or other unsightly objects on their Lots or on the easements or on the alley or the streets abutting the same. Each Owner shall be responsible for proper disposition of his/her trash or garbage. Owners shall keep the drainage easements free of obstructions. Each Lot must be maintained in an aesthetically pleasing fashion and mowed such that grass does not exceed 10 inches in height. If a Lot is not in compliance with this regulation, MLS or the Association, at its sole and absolute discretion, may mow the premises and/or remove any trash, rubbish or debris and bill the Owner for the cost thereof. Article 8 shall govern failure of the Owner to reimburse TOP or the Association, whichever applies, for such costs;
9. Diligent Prosecution of Construction. After commencement of construction of any Dwelling Unit, structure or Improvement, the work thereon shall be diligently prosecuted to the end and the structure or Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof;

10. **Maximum Time for Construction.** All construction projects shall be completed within eighteen (18) months of the setting of the forms for the foundation. After such time, all tractors, and offices must be immediately removed;
11. **Fencing.** All fencing within one hundred-feet (100') of any road in the Subdivision, running parallel to the right of way of such road or substantially parallel thereto, shall be of such size, design, material and color as is specifically approved in writing by the ACC. In the event Lot Owner paints said fence, Lot Owner shall maintain said fence in good condition;
12. **No Pollution.** No act may be performed on any property within the Subdivision that is likely to pollute the air or water, nor may any Owner violate any ordinance designed to eliminate pollution, at that time in force, whether it be State, County or City;
13. **No Firearms or Fireworks.** No firearms or fireworks may be discharged in the Subdivision or on any Lot, street, easement or Common Area of the Subdivision;
14. **Right to Inspect.** Representatives of TOP, the Association, or the ACC may, at their sole and absolute discretion, from time to time, at any reasonable hour, enter and inspect any Lot or other part of the Subdivision to ascertain compliance with this Declaration or any amendments hereto; and
15. **No Drilling.** No oil or gas drilling, development, refining, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall any tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structures designed for use in boring or drilling for water, oil, natural gas, or other minerals shall be erected, maintained or permitted on any Lot, save and except existing locations at time of plat approval. Notwithstanding the forgoing, well, pump, shaft, casing or other facilities for the removal of subsurface water may be placed or maintained on any Lot, and the boring, drilling, removal or exploration for subsurface water for potable purposes only is permitted on any Lot.

C. RESTRICTIONS RELATING TO CONSERVATION DEVELOPMENT

Thousand Oaks is intended to be a conservation development. This means Owners shall take proactive actions necessary to minimize destruction and disturbance of natural habitats including but not limited to: plant, animal, resident and migratory bird and aquatic species.

1. **Trees.** Any live tree located on or within ten feet (10') of the ACC approved driveway and slab location of any Improvement on a Lot may be removed. Any live tree with a trunk diameter/caliper measured from three feet (3') off the ground, equal to or greater than four inches (4") in diameter/caliper may not be removed without ACC approval.
2. **Streams, Channels, Creeks, Borrow Ditches and Waterways.** All Waterways, Drainage Easements and Drainage Maintenance Easements, are regulated by the Association through the ACC and may not be impacted by any activity of an Owner on his Lot without written approval of the ACC to be granted or denied in its sole and absolute discretion. No Owner shall impede, restrict, dam or alter any Waterway. Some but not all of the restricted areas are reflected on the Plat(s) as Drainage Easements; however, if a channel or Waterway exists with a visible high water mark that is not reflected to be subject to a drainage easement on the Plat, then the channel/Waterway shall be subject to a Drainage Maintenance Easement.
3. **Conservation Areas and Parks.** The Subdivision contains a private park, which is designated a Conservation Area. The Association will maintain conservation plans and will post seasonal rules and restrictions for permitted uses in the CA&P. The CA&P has been set aside, enhanced and/or is managed for specific habitat, aquatic or wildlife management for species indigenous to that area or region of the Property. No Owner or guest or invitee of an Owner may disturb or harm any plants, trees or animals in the CA&P areas.

ARTICLE 4.
ARCHITECTURAL CONTROL COMMITTEE

A. Architectural Control Committee. There is hereby created the Architectural Control Committee that shall consist of two (2) members. The initial ACC is composed of:

M. L. SCHEHIN

The Board shall appoint the members of the ACC. A majority of the ACC may designate representatives to act for it. In the event of the death or resignation or failure to serve by any member of the ACC, the remaining members shall have full authority to designate a successor. Neither the members of the ACC nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant.

B. ACC's Written Approval. The ACC'S approval or disapproval, as required by this Declaration, shall be in writing. The ACC may require, as a condition precedent to any approval of the final Plans and/or Specifications for any Improvement on any Lot in the Subdivision, that the applicant obtain and produce an appropriate building permit from the City of _____, Texas and any other permits required by a governmental unit having jurisdiction over the Subdivision. However, the mere fact that the City of _____ issues a building permit with respect to the proposed structure does not automatically mean that the ACC is obliged to unconditionally approve the Plans and/or Specifications. Similarly, the ACC's approval of any Plans and/or Specifications does not mean that all applicable building requirements of the City of _____ have been satisfied.

Plans and/or Specifications may be submitted for ACC approval in person or by mail at the following addresses:

To: M.L. Schehin
at: 4440 Bentwood Drive,
College Station, Texas, 77845.

C. ACC Jurisdiction. No Improvement of any kind shall be (i) erected, (ii) placed or (iii) altered in the exterior design after being erected or placed on or attached to any Lot in the Subdivision until the Plans and/or Specifications for such Improvement have been submitted to the ACC, or its designated representatives, and the ACC has given written approval as required herein. The factors the ACC may consider in making its determination include, but are not limited to, (i) harmony of the proposed external design with the existing structures on Lots in the Subdivision, (ii) the proposed type of exterior materials and exterior paint colors, (iii) the proposed quality of workmanship and materials, (iv) the topography and proposed finished ground elevation of the affected Lot, (v) overall compliance with all applicable provisions of this Declaration, and (vi) general compatibility with other Improvements in the Subdivision.

After approval in writing has been given, the erecting, placing, or altering of the Improvements on any Lot shall be made only in accordance with the approved Plans and/or Specifications, unless variations or changes are approved in writing by the ACC.

D. ACC Fees. The ACC may require a reasonable fee for performing the functions herein prescribed and may disapprove Plans and/or Specifications for failure to pay such fee. Such fees shall be used by the ACC to discharge actual expenses incurred by the ACC.

E. No Liability. Neither TOP, nor the members of the ACC, representatives, and/or their successors or assigns, shall be liable in damages to anyone submitting Plans and/or Specifications to them for approval, or to any Owner or lessee of any Lot affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any Plans and/or Specifications submitted. Every person who submits Plans and/or Specifications to the ACC for approval agrees by submission of such Plans and/or Specifications, and every Owner or lessee of any Lot within the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against TOP, the members of the ACC, or its representatives, to recover any such damages.

F. Transfer to Association. At the option of a majority of the ACC, all of the powers, rights, duties, and responsibilities of said ACC may be transferred to the Association; and in such event the Association shall appoint a representative or representatives to perform all functions of the ACC. Such representative or representatives shall be the successor of the ACC.

ARTICLE 5.

Thousand OAKS PROPERTIES OWNERS ASSOCIATION, INC.

A. Creation. TOP has or shall cause the Thousand Oaks Property Owners Association, Inc., (defined herein as the "Association"), a Texas non-profit corporation, to be incorporated with its registered office in Brazoria County, Texas and with its office located at 4440 Bentwood Drive, College Station, Texas, 77845.

B. Incorporation. TOP shall cause the Association to be incorporated, and TOP shall have the power to elect all members of the Board of Directors (the "Board") and to fill any vacancies occurring therein until TOP has conveyed by deed, in the aggregate, eighty percent (80%) of the Lots in the Subdivision, and any future acreage developed under a common scheme or plan of development by TOP, according to map or plat filed in the Official Public Records of Brazoria County, Texas. Once eighty percent (80%) of the Lots have been so deeded, the membership of the Board shall be determined by majority vote of the Owners of record that are subject to the required "Maintenance Charge" as defined herein below and payable to the Association. The voting shall be conducted according to rules established by the Bylaws of the Association and in accord with this Article 5. Notwithstanding the foregoing, TOP may elect to transfer power to elect the Board to said record Owners at any time.

C. Powers and Functions. The Association shall have powers and functions provided by applicable law, its Articles of Incorporation, its Bylaws, as heretofore or hereafter amended, respectively, and such other powers as set forth herein, including without limitation, (i) the right of entry and enforcement as set out below, (ii) the right to own, encumber, or convey all manner of Association property, including fee title, leasehold, easements, rights or way, and/or mortgage to any Person for the purpose of constructing, erecting, operating, or maintaining the Common Areas in the Subdivision, (iii) to increase or reduce the Maintenance Charge described in Article 6, (iv) to assess and establish the amounts, terms, and due dates for any Monthly or Special Assessments, (v) to, at its option, maintain streets, lakes, utilities, recreational areas; (vi) to provide for garbage pickup (at a cost to the property Owner if the Maintenance Fund (as hereinafter defined) is insufficient for this purpose); (vii) to furnish power or gas for street lighting; (viii) to maintain esplanades, and other Common Areas; and (ix) to establish rules and regulations for the use of the Common Areas, lakes, rivers, streets, and other Subdivision facilities, specifically erected and installed and designated to be controlled by the Association. The Association shall administer the Maintenance Fund (as defined in Article 6 and as hereinafter provided).

D. Membership. Each and every Owner of each and every Lot which is subjected to this Declaration shall automatically be, and must at all times remain, a Member of the Association in good standing. Any Owner or Member shall not be in "good standing" if such person or entity is:

1. in violation of any portion of this Declaration, or any rule or regulation promulgated by the Board;
2. delinquent in the full, complete and timely payment of any Maintenance Charge, Monthly Assessment, Special Assessment, or any other fee, charge or fine which is levied, payable or collectible pursuant to the provisions of this Declaration, the Bylaws of the Association or any rule or regulation promulgated by the Board.

E. Voting. There shall be two (2) classes of Members of the Association. The right to cast votes, and the number of votes which may be cast, for election of directors to the Board, or on all other matters to be voted on by the Members shall be calculated as follows:

1. Class A consisting of Owners, whether one or more, for each Lot within the Subdivision shall be entitled to one (1) vote for each Lot so owned.
2. Class B consisting of TOP shall be entitled to three (3) additional votes for every vote to

which TOP is entitled as a Class A Member, until such time as the votes of Class A Members, other than TOP, total in the aggregate eighty percent (80%) of the total number of votes outstanding for all Class A Members. Thereafter, TOP shall have only the votes, if any, to which it is entitled as a Class A Member.

A majority of the Members entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business. When a quorum is present at a meeting, the vote of the holders of a majority of votes present or present by proxy at such meeting and entitled to vote shall be the act of the Members, unless the vote of a different number is required by the Articles of Incorporation or Bylaws of the Association or this Declaration.

The Association may suspend the voting rights of any Member for any period during which an assessment or installment of an assessment remains delinquent as provided hereinabove or if a Member is in violation of any provision of this Declaration.

F. Right of Entry and Enforcement. The Association shall have the right, in its sole and absolute discretion, to enter and enforce at any time in an emergency, or in a non-emergency after ten (10) days written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of (i) enforcing this Declaration or (ii) for the purpose of erecting, maintaining or repairing any Improvement to conform to the Declaration, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered on and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article 8 hereof for regular and special Assessments. The Association shall have the power and the authority from time to time, in its own name and on its own behalf, or in the names of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against TOP, its successors or assigns.

G. Indemnity. The Association shall indemnify any officer, director, or member of any committee duly appointed pursuant to the Articles or Bylaws who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding (hereinafter a "Proceeding") by reason of the fact that such person is or was a director, officer or member of such a committee of the Association, against all judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with any such Proceeding to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time. Such authorization of indemnification shall be deemed to be mandatory and deemed to constitute authorization of indemnification and advancement of expenses to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time.

H. Additions. If TOP develops further acreage under a common scheme or plan of development, the Association, may require the property owners in such development to be members of the Association and they shall have equal voting rights on the same basis as Owners of property in this Subdivision.

ARTICLE 6. MAINTENANCE CHARGE

A. Creation of Maintenance Fund. Each Lot in the Subdivision, is hereby subjected to an annual "Maintenance Charge" of Three Hundred and no/100 (\$300.00) Dollars per year, payable annually in advance by the Owner of each Lot on the first day of January of each year, beginning 2006 and each succeeding year thereafter until terminated as provided below, to the Association, its successors and assigns, for the purpose of creating a "Maintenance Fund." Where any Lot is owned by more than one person or entity, said Maintenance Charge shall be payable by all such Owners, jointly and severally. The Maintenance Charge shall be prorated for new Owners and between

purchasers and sellers of Lots in the proportion that the remaining months of the calendar year on the date of purchase or sale, respectively, bear to the whole year. By acceptance of a deed or other instrument of conveyance, or by any other claim of legal title to any Lot or portion thereof, each Owner agrees and consents that the Maintenance Charge shall be paid for each year from 2006 through 2015 and shall be extended automatically for successive periods of ten (10) years unless before 2015, or before the 31st day of December of any tenth year thereafter, the Association acts to terminate or change the Maintenance Charge.

B. Purpose and Use of the Maintenance Fund. The Maintenance Fund shall be used to pay "Maintenance Expenses" which shall include without limitation expenses incurred for any of the following purposes: (i) lighting, constructing, improving, replacing, and maintaining any rights of way, easements, entries, streets, sidewalks, paths, fences, lakes, boat launches, boat houses, parks, parkways, stables, tracks, pools, lodges, esplanades, and any structures, facilities or area which can be used by all Owners which in the opinion of the Association would benefit the Subdivision as a whole; (ii) collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than garbage, ashes, rubbish, and the like from Dwelling Units), (iii) caring for vacant Lots, (iv) payment of legal and all other expenses in connection with the operation of the Association, (v) enforcement of this Declaration, (vi) payment of all expenses in connection with the collection and administration of the Maintenance Fund, and (vii) doing any other things necessary and desirable in the opinion of the Association to keep property in the Subdivision neat and in good order as a general benefit to the Subdivision. The act of the Association and its expenditures of the Maintenance Fund shall be final so long as it acts in good faith.

C. Increases or Reductions to Annual Maintenance Charge. The Association may increase the Maintenance Charge from time to time by action applied uniformly to all Lots in the Subdivision as provided below.

D. Monthly Assessments. In addition to the annual Maintenance Charge, from and after 2005, at its next annual or special meeting and at each annual meeting thereafter, the Board may also set a "Monthly Assessment" for each year for each Lot, taking into consideration the current Maintenance Expenses, the balance of the Maintenance Fund, and the future needs of the Association; except, however, the Monthly Assessment may not be increased in any one year by more than twenty percent (20%) of the then existing Monthly Assessment, except according to the rules for Amendment set out in Article 12, Section 8 herein.

E. Developer Exempt. TOP shall not be liable or in any way responsible for the payment of any Maintenance Charge or Monthly Assessment provided for herein on any Lot owned by TOP.

ARTICLE 7.
SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT

A. Special Assessments. In addition to the annual Maintenance Charge and Monthly Assessment for Maintenance Expenses authorized above, the Association may levy, in any assessment year, "Special Assessment(s)" applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvements upon the Common Area(s), including the necessary fixtures and personal property related thereto.

B. Permitted Times for Special Assessments. No special assessment(s) for capital improvements shall be made under this provision prior to the time when the membership of the Board is determined by majority vote of the Lot Owners of record, other than TOP, that are subject to the Maintenance Charge as hereinabove set forth.

C. Payment of Special Assessments. Any Special Assessment(s) shall be payable by the Owners on the dates and terms as may be established by the Association. The Association may also provide for a lien in accordance with Article 8 herein against any Lots for which any Special Assessment remains unpaid.

ARTICLE 8.
EFFECT OF NON-PAYMENT OF ASSESSMENTS OR MAINTENANCE CHARGES:
REMEDIES OF THE ASSOCIATION

A. Assessment Lien. Any assessment of any kind, including but not limited to, Special
DRAFT 4.15.06

Assessments, Monthly Assessments, or Maintenance Charges, which if not paid when due, is considered delinquent (collectively referred to in this Article 8 as "Delinquent Amount(s)"). If a Delinquent Amount is not paid within thirty (30) days after the due date, the Delinquent Amount shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum, or the highest rate then allowable under law. All Delinquent Amounts, shall, together with interest as provided hereinabove and the costs of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Delinquent Amount, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns (hereinafter referred to as an "Assessment Lien"). Each Owner, by his acceptance of a deed to a Lot hereby expressly vests in the Association, or its agents, the power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce any Assessment Liens or Liens by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property and such Owner hereby expressly grants to the Association, a power of sale in connection with said Assessment Lien(s).

B. Liens and Foreclosure. The Assessment Lien provided for in this Article 8 shall be in favor of the Association, shall be for the benefit of all other Lot Owners, and shall be exercisable by a Trustee to be named or designated by the Board. Any sale pursuant to this power shall be conducted in accordance with the provisions of Chapter 51 of the Texas Property Code.

To evidence an Assessment Lien, the Association may, prepare a written Notice of Assessment Lien setting forth (i) the amount of the unpaid indebtedness, (ii) the name of the owner of the Lot covered by such lien, and (iii) a description of the Lot. Such notice shall be (i) signed by an officer of the Association, (ii) duly authorized by the Board, and (iii) recorded in the office of the County Clerk of Brazoria County, Texas. The failure of the Association to so file a Notice of Assessment Lien shall not affect the validity of the lien as between the Association and the Owner.

Assessment Liens shall attach with the priority set forth in Article 9 herein, from the date that such payment becomes delinquent, and may be enforced subsequent to the recording of a Notice of Assessment Lien as provided above, by (i) the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage secured by a deed of trust on real property, (ii) the Association instituting a suit against the owner personally obligated to pay the Assessment and/or (iii) the foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

ARTICLE 9. SUBORDINATION OF THE LIEN TO MORTGAGES

Assessment Lien(s) provided for herein shall be subordinate to the lien(s) of any first mortgage and/or mortgages granted or created by the Owner of any Lot to secure the payment of moneys advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot or transfer of any Lot pursuant to a foreclosure under such purchase money or improvement mortgage, or any proceeding in lieu of foreclosure thereof, shall extinguish the Assessment Lien(s) for such assessments as to the payments thereof 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 Assessment Lien thereof. No extinguishment of the Assessment Lien shall relieve the delinquent Lot Owner from his/her personal obligation and liability therefor.

ARTICLE 10. NO RE-SUBDIVISION

No Lot may be subdivided. This provision does not apply to any real property reserved by TOP or to any real property that may be developed as a part of the Subdivision in the future under a common scheme or plan of development.

ARTICLE 11.
WATER SERVICE

_____ services the Subdivision. Each Lot Owner shall be required to contract directly with _____. The cost of water, tap fees, membership fees, expansion reserve fees, installation fees, monthly use fees and meters shall be subject to the fee schedule of _____ and paid by the Lot Owner. Notwithstanding the forgoing, well, pump, shaft, casing or other facilities for the removal of subsurface water may be placed or maintained on any Lot, and the boring, drilling, removal or exploration for subsurface water for potable purposes only is permitted on any Lot.

ARTICLE 12.
MISCELLANEOUS PROVISIONS.

A. Run With the Land. The foregoing Declaration is adopted as part of and shall apply to each and every Lot in the Subdivision. Such Restrictions are equally for the benefit of all subsequent Owners or Lots in the Subdivision and accordingly, shall be covenants running with the land. Any Owner or lien holder of any of the Property or the Association shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of this Declaration and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees.

B. Term. The term of the Declaration shall be for a period from the filing of this instrument for record in Brazoria County, Texas, until the 1st day of June, A.D., 2015 after which date such Declaration shall be automatically extended for such successive periods of ten (10) years each, unless and until, by instrument executed in accordance with Article 5 and Article 12, Section H herein, and duly recorded in Official Public Records of Brazoria County, Texas, such Declaration is altered, rescinded, modified or changed, in whole or in part.

C. Subdivision Lienholder Not Affected. Nothing contained in this document or any violation of any provision of this Declaration shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the Subdivision or any portion thereof.

D. Assignment and Release. Any and all rights, powers and reservations of TOP herein contained may be assigned in whole or in part to any person, corporation or association which will assume the duties pertaining to the particular rights, powers, and reservations assigned, and upon any such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties, he, she or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by TOP herein and TOP shall thereafter be released from any future liabilities. Accordingly, and subject to Article 1, Section A-11, the term TOP as used in this document includes all such assignees and their heirs, successors and assigns.

E. Transferee Rights/Obligations. Every person who now or hereafter owns or acquires any right, title or interest in or to any Property in the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this Declaration is contained in this instrument by which such person acquires an interest in the Property.

F. Right to Change. TOP reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out, all without further action or consent by or from any party.

G. Severability. The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provisions of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

H. Amendment. Until the Owners have sufficient votes to control the Association according to Article 5 herein, this Declaration may be amended by TOP without joinder or consent of any of the Owners. After the Owners have sufficient votes to control the Association, this Declaration may be amended by amendment approved by the Owners holding not less than sixty-six and two-thirds

percent (66-2/3%) of the votes in the Association as of the first day of the month in which such amendment is made effective. Any amendment effective prior to January 1, 2015, must also be approved by TOP if TOP still owns any part of the Property, and TOP, in its sole and absolute discretion, may withhold its consent. Any amendment to this Declaration shall be documented by an instrument signed and acknowledged by TOP if TOP retains control of the Association, or if the Owners have control of the Association, by the President and Secretary of the Association (and TOP if prior to January 1, 2015), setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty-six and two-thirds percent (66-2/3%) of the number of votes entitled to be cast.

I. Adding Property. TOP, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties thereby subjecting such additional lands to this Declaration, by filing of record a Supplementary Declaration with respect to such additional property which shall extend the scheme of this Declaration to such additional property. The Association shall accept such additional property, which shall be managed pursuant to the terms and conditions of this Declaration.

J. Supplementary Declaration. A Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of a portion of the Property or of added properties.

K. Sole and Absolute Discretion. Notwithstanding anything herein to the contrary, whenever TOP or the Association is entitled to exercise its "sole and absolute discretion", such discretion may be exercised by TOP or the Association for any reason or for no reason, whether or not such discretion is arbitrary, uncontrolled or unreasonable. The exercise of its "sole and absolute discretion" by TOP or the Association shall be final and shall not be subject to appeal or be subject to adjudication by a court of law, arbitration, mediation, or otherwise.

L. No Warranty of Enforceability. While TOP and/or the Association has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, TOP and/or the Association make no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance upon one or more such restrictive covenants, terms or provisions shall assume all the risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold TOP and/or the Association harmless therefrom.

M. Including. "When the word "including" is used it shall mean "including without limitation"."

N. Singular or Plural. References to the singular shall include the plural, and the plural shall include the singular.

O. Defined Terms. Terms utilizing bold or capital letters are used as defined terms. Terms utilizing regular upper and lower casing are used generically unless otherwise indicated.

[This space left blank intentionally]

**Prior to acquiring any interest in a Lot, each prospective purchaser, transferee, mortgagee, and Owner of any Lot in the Subdivision is strongly encouraged to contact TOP, the Association, or the ACC to obtain and review the most recent architectural guidelines which control the development, construction, and use of the Lot. **

Dated this _____ day of _____, 2006.

THOUSAND OAKS PARTNERS, LTD.

By:
M. L. SCHEHIN, MANAGING MEMBER,
JUSTLAND DEVELOPMENT, LLC,
ITS GENERAL PARTNER

THE STATE OF TEXAS }
 }
COUNTY OF Brazoria }

This instrument was acknowledged before me on the _____ day of _____, 2006, by M.L. SCHEHIN, Managing member of Justland Development, LLC, a Texas limited liability company, the General Partner of Thousand Oaks Partners, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same for the purposes and consideration therein expressed on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS

Lienholder's Consent

_____, being a lienholder on the Property that is affected by the foregoing Declaration of Covenants, Conditions and Restrictions for Thousand Oaks, joins in the execution hereof for the purpose of consenting to the covenants, conditions and restrictions therein contained and subordinating its lien to the said covenants, conditions and restrictions.

EXECUTED this ____ day of _____, 2006.

EXHIBIT "A"
Property Description