FOURTH AMENDMENT
to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
of
THOUSAND OAKS ESTATES SUBDIVISION SECTION ONE

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

RECITALS

1. The Declaration of Covenants, Conditions and Restrictions of Thousand Oaks Estates Subdivision Section I was recorded under Clerk's File No. 99052262 in the Official Public Records of Real Property in Montgomery County, Texas (the "**Declaration**").

2. An amendment to the Declaration of Covenants, Conditions and Restrictions of Thousand Oaks Section One was recorded under Clerk's File No. 99080280 in the Official Public Records of Real Property in Montgomery County, Texas (the "**Amendment**").

3. The First Amendment to Declaration of Covenants, Conditions and Restrictions of Thousand Oaks Estates Subdivision Section One was recorded under Clerk's File No. 2001-076019 in the Official Public Records of Real Property in Montgomery County, Texas (the "**First Amendment**").

4. The Third Amendment to Declaration of Covenants, Conditions and Restrictions of Thousand Oaks Section One was recorded under Clerk's File No. 2007-129655 in the Official Public Records of Real Property in Montgomery County, Texas (the "**Third Amendment**").

5. Article XI, Section 3 of the Declaration provides it may be amended by duly recording an instrument executed and acknowledged as approved by the Board, by not less than seventy-five percent (75%) of the Owners.

6. Section 209.0041(h) of the Texas Property Code ("**Code**") provides that a declaration may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote in the property owners association, in addition to any governmental approval required by law.

7. The amendments to the Declaration set forth in this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Thousand Oaks Estates Section One ("**Fourth Amendment**") have been approved by owners representing not less than sixty-seven

percent (67%) of the total votes allocated to Owners in Section One of the Association, as evidenced by the certification of the President of the Association, and the signatures of the owners attached hereto and incorporated herein as Exhibit "A".

AMENDMENTS

NOW, THEREFORE, the Declaration is amended as follows:

1. Article III, Section 1 of the Declaration is amended and restated to read as follows:

> **Section 1.** No external improvements or changes including, but not limited to, landscaping, fences, mail boxes, dwellings, garages, barns, out buildings, or any other structures may be erected, placed, or altered on any tract until the construction plans and specifications and a plan showing the location of the structure, complete plan of government approved anaerobic septic system showing relation to tract lines and water lines or sources have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee may prepare and provide residential lot owners and Reserve E tract owners with guidelines for new construction and improvements which will be part of these restrictions. Approval will be as provided herein. All improvements must be designed and built in accordance with the commercial or residential guidelines applicable to the property, as well as in accordance with applicable building codes and laws. The Architectural Control Committee may restrict the architectural style, materials and allowable colors, provided that, all exterior building materials, textures and neutral colors must be harmonious with the surrounding environment and complement materials on adjacent properties. An Owner must submit the application promulgated by the Architectural Control Committee or its designee for all proposed

construction, whether initial construction or subsequent construction, as outlined in the guidelines.

2. Article III, Section 2 of the Declaration is amended and restated to read as follows:

> **Section 2.** The Architectural Control Committee is hereby authorized to enforce any building or fire codes, or any rules, regulations, or requirements concerning the construction of buildings as required by any government authority, local, county, state, or otherwise, having the legal authority to make such requirements. Further, the Architectural Control Committee or its designee has the authority to determine if improvements comply with the Declaration and the applicable guidelines.

3. Article III of the Declaration is amended to add Section 6 to read as follows:

> **Section 6.** The Owner of a tract in Reserve E is obligated to pay certain fees, fines and deposits as required by the Commercial Guidelines. These may include the following: Application Examination Fee, Penalty Fee, Application Processing Fee, Subsequent Inspection Fee, Compliance Deposit and Demolition Deposits. The amount of the fees will be determined by the Board of Directors and may be changed from time to time; provided however, that the increase of such fees requires approval of eighty percent (80%) of the Board of Directors.

4. Article III of the Declaration is amended to add Section 7 to read as follows:

> **Section 7.** The Owner of a tract in Reserve E who submits an application for approval of plans must also execute and deliver a Release and Waiver of Liability to the Association, as required by the Commercial Guidelines.

5. Article III of the Declaration is amended to add Section 8 to read as follows:

Section 8. If construction of an improvement approved by the Architectural Control Committee has not commenced within one (1) year of the date of approval of final plans, such approval will be automatically revoked. An Owner may apply to the Architectural Control Committee for an extension of time at least sixty (60) days prior to the expiration of the one (1) year term. Additional fees as required by the Commercial Guidelines must be paid upon submission of an application for an extension.

6. Article III of the Declaration is amended to add Section 9 to read as follows:

Section 9. Once construction has commenced, an Owner must diligently pursue construction to completion within a reasonable time. Failure to complete construction within a reasonable time may result in forfeiture of all or part of the Compliance Deposit. The Architectural Control Committee has the sole discretion to determine what is a reasonable time for construction.

7. Article III of the Declaration is amended to add Section 10 to read as follows:

Section 10. The Architectural Control Committee or its designee may, during construction and upon twenty-four (24) hour written notice, enter an Owner's commercial property for inspection as provided by the Commercial Guidelines.

8. Article III of the Declaration is amended to add Section 11 to read as follows:

Section 11. Each application for construction of improvements on a commercial tract must include a permanent storm water detention plan that will result in a zero net change to that property's calculated outflow rates after construction is completed, during both normal and abnormal

rain events.

9. Article IV, Section 1 of the Declaration is amended and restated to read as follows:

> **Section 1.** All tracts in this Project are designated as residential home sites for single family dwellings with the exception of 11.012 acre Reserve E which is hereby designated as a commercial reserve for use in one or more divided tracts as retail, office, and services. For the purpose of this Section, "retail, office and services" means and includes services rendered by professionals, such as physicians, pharmacists, dentists, attorneys, architects, engineers, family counselors, veterinarians, career planners, temporary agencies, advertising firms, financial planners, computer/data processing, accounting, tax services, management services, realtors, and wedding planners. In addition, services such as health clubs, child care, pet grooming, hair salons, tailors, photography studios are permitted. Restaurants are permitted, provided that they do not have a drive up window.

10. The last sentence of Article IV, Section 2 of the Declaration is amended to read as follows:

> Plans for any commercial structure in Reserve E must be approved in advance of construction or alteration by the Architectural Control Committee in its sole discretion.

11. Article IV, Section 10 of the Declaration is amended and restated to read as follows:

> **Section 10.** All residential lot owners and Reserve E tract owners must, at their own expense, provide for the disposal of waste material through an anaerobic system or other comparable disposal system approved by the appropriate governmental authority. No private water wells are permitted on any residential lot or Reserve E tract.

12. Article IV, Section 14 of the Declaration is amended and restated to read as follows:

> **Section 14.** No oil or drilling or development operations, oil refining, quarrying or mining operations of any kind is permitted upon or in any residential lot or Reserve E tract, nor are oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any residential lot or Reserve E tract. No derrick, or other structure designed for use in boring for oil or natural gas may be erected, maintained or permitted upon any residential lot or Reserve E tract in this Project. Except within the areas designated as drill site locations on the plat, and easements related thereto, no commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind is permitted upon or in any residential lot or Reserve E tract, nor are any wells, tanks, tunnels, excavation or shafts be permitted. Provided, however, that this provision will not prevent owners of the outstanding mineral interests from development pursuant to their respective mineral interests.

13. Article IV of the Declaration is amended to add Section 26 to read as follows:

> **Section 26: No Offensive Uses.** No portion of any property within the Project may be used in a manner that is offensive by reason of odor, fumes, dust, smoke, noise, pollution, or which is hazardous by reason of excessive danger of fire or explosion.

14. Article IV of the Declaration is amended to add Section 27 to read as follows:

> **Section 27: Prohibited Uses.** The following uses are prohibited within the Project: drive-up windows; dry cleaners and laundry facilities; drinking establishments whose primary business is to serve alcoholic beverages for consumption on the premises; junk yards; scrap metal yards; dumping, storage, disposal, incineration, treatment, processing or reduction of garbage, dead animals, medical waste, toxic waste or refuse;

automobile used parts and/or dismantling operations; vehicle, boat, motorcycle, off road or golf cart sales or repair facilities; landfills or recycling facilities; lumberyards, sawmills, or outdoor storage of building or construction materials; flea markets, auctions, fire, second-hand, distress, "going out of business" or bankruptcy operations; massage parlors and businesses primarily engaged in the sale of lewd, obscene, or pornographic materials or in the provision of entertainment featuring topless or nude performers; adult-oriented or sexually-oriented businesses, or the sale or exhibition of any books, magazines, devices, or other items intended to provide sexual stimulation or sexual gratification or which are distinguished by or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas; businesses involving the boarding of pets or other animals; stockyards or animal raising; tents, trailers, outdoor toilets, or any structure of a temporary nature, such as a tent, shack, or utility shed, except for construction trailers during ongoing construction on a tract; and industrial uses including manufacturing activities of any kind.

15. Article IV of the Declaration is amended to add Section 28 to read as follows:

Section 28. Commercial construction- fence requirement. Prior to commencement of construction on a commercial tract, a permanent fence must be installed parallel to the property line that borders the commercial tract and any adjacent residential lot. Such fence must be constructed of treated wood with metal posts and railings, and it must be nine feet (9') tall from grade, including a twelve inch (12") rot board at the base of the fence.

16. Article IV of the Declaration is amended to add Section 29 to read as follows:

Section 29. Commercial construction- height limitation. Any building or improvement constructed on a commercial tract may not exceed two

(2) stories or thirty-five feet (35') in height measured from grade.

17. Article IV of the Declaration is amended to add Section 30 to read as follows:

Section 30. Nuisance. Keeping or maintaining a building, improvement or other structure that is structurally unsafe, does not have adequate ingress or egress, which constitutes a fire hazard, or is otherwise dangerous to human life may be declared a nuisance, and therefore, a violation of the Declaration, at the sole discretion of the Board of Directors.

18. The first paragraph of Article V of the Declaration is amended and restated to read as follows:

Section 1. Maintenance of Buildings and Other Structures. Each Owner must, at his sole cost and expense, repair and maintain his residence, mailbox, and other buildings or structures on his tract, keeping the same in a condition comparable to its condition at the time of its initial construction, excepting only normal wear and tear. In the event the Owner of any building in the Project should allow such building or other structure to fall into disrepair and become in need of paint, repair, restoration or other corrective measures and become unattractive and not in keeping with the neighborhood, the Association will give such Owner written notice of such conditions. Fifteen (15) days after notice of such condition to the Owner, if the Owner fails to begin and continue at a reasonable rate of progress corrective action, the Association may enter upon said premises and do or cause to be done any work necessary to correct the condition. The Owner will be billed for cost of the work plus ten percent (10%). All monies so owed to the Association will become an assessment against the Owner and constitute a lien on the Owner's residential lot(s) or Reserve E tract as if the charge were for a maintenance fee.

This Fourth Amendment to the Declaration is part of and will be interpreted in accordance with the Declaration as it has been previously amended. Except as amended herein, all provisions in the Declaration, Amendment, First Amendment, and Third Amendment remain in full force and effect.

IN WITNESS WHEREOF, the President and Secretary of the Association hereby execute this Fourth Amendment confirming that the Owners entitled to cast at least sixty-seven percent (67%) of the votes in Thousand Oaks Estates Subdivision Section One, as evidenced by the votes attached hereto and incorporated herein for all purposes as Exhibit "A" to be effective upon its filing of record in the Official Public Records of Real Property of Montgomery County, Texas.

DATED this 26th day of February, 2018.

ATTEST:

By: Pam Richard

Printed: Pam Richard

Its: Secretary

THOUSAND OAKS ESTATES PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Printed: Thomas Spooner

Its: President

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned notary public, on this 26th day of February, 2018 personally appeared Thomas Spooner, President of Thousand Oaks Estates Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

VALERIE ANN OVERBECK
My Notary ID # 125270151
Expires January 23, 2022

Valerie Ann Overbeck
Notary Public in and for the State of Texas

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E-FILED FOR RECORD
02/28/2018 09:12AM

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY
I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

02/28/2018

County Clerk
Montgomery County, Texas