



AMD LP

2006028955

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AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
ARMBRUST & BROWN, L.L.P.
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

ROUGH HOLLOW SOUTH SHORE

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Travis County, Texas

Declarant: ROUGH HOLLOW DEVELOPMENT, LTD., a Texas limited partnership, by assignment recorded as Document No. 2006025177, Official Public Records of Travis County, Texas

Cross Reference to that certain Master Declaration of Covenants, Conditions and Restrictions – Rough Hollow South Shore, recorded as Document No. 2005181058, Official Public Records of Travis County, Texas.

**SECOND AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
ROUGH HOLLOW SOUTH SHORE**

This Second Amendment to Master Declaration of Covenants, Conditions and Restrictions – Rough Hollow South Shore (the “**Amendment**”) is made by **ROUGH HOLLOW DEVELOPMENT, LTD.**, a Texas limited partnership (“**Declarant**”), and is as follows:

RECITALS:

A. Las Ventanas Land Partners, Ltd., a Texas limited partnership (“**Original Declarant**”), previously executed and recorded that certain Master Declaration of Covenants, Conditions and Restrictions – Rough Hollow South Shore, recorded as Document No. 2005181058, Official Public Records of Travis County, Texas (the “**Declaration**”).

B. Original Declarant previously assigned to Declarant all of its right, title and interest as the “**Declarant**” pursuant to the Declaration by that certain Assignment of Declarant’s Rights and Amendment to Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2006025177, Official Public Records of Travis County, Texas.

C. Pursuant to Section 8.03 of the Declaration, the Declaration may be amended by Declarant acting alone.

D. Declarant currently contemplates that: (i) a lodge, together with related facilities and amenities which are collectively known as “**Rough Hollow Club**” (the “**Club Facilities**”), will be constructed on a portion of the Property (as defined in the Declaration) now owned by Declarant and (ii) only those individuals who acquire and maintain a membership in an organization to be established in connection with the Club Facilities (the “**Club**”) will be permitted to use the Club Facilities.

E. Declarant desires to amend the Declaration to provide that, as and when a Lot or a Condominium Unit that is intended and designated solely for single-family residential use (each, a “Residential Unit”) is made subject to the Declaration pursuant to Section 10.05 of the Declaration, the Owner of such Residential Unit will be obligated to acquire and maintain a membership in the Club (“**Club Membership**”), which will provide such Owner with the limited right to use the Club Facilities as determined from time to time by Declarant.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Owner’s Obligation to Acquire Club Membership.** Upon acquisition of a Residential Unit, the Owner thereof will automatically become the holder of a Club Membership, with such rights, privileges, and obligations as may be determined from time to time by Declarant. The Club Membership will be transferred to the Owner at no cost. Thereafter, the Owner will be required to maintain the Club Membership, including the

payment of all monthly dues or other required usage fees, for so long as the Owner remains the owner of the Residential Unit.

2. **Obligations of Owners.** Each Owner must: (i) at the closing of such Owner's Residential Unit, execute and deliver any documents required by Declarant or the Club which may be incident to Club Membership; (ii) comply with all rules and regulations of the Club for a Club Membership, as amended from time to time (the "**Club Rules**"); and (iii) pay the monthly dues for a Club Membership (the "**Club Membership Dues**") from the date Owner acquires the Residential Unit. The monthly Club Membership Dues are anticipated to increase from time to time and each Owner will be subject to, and obligated to pay, such increased amounts as they become due. A Club Membership may not be transferred, sold, or conveyed to, or used by any person other than the Owner of the Residential Unit to which such Club Membership applies, and the members of the Owner's immediate family, as specified in the Club Rules.

3. **Applicability.** Notwithstanding any provision in this Amendment to the contrary, Neither Declarant, nor any of its affiliates, will ever, under any circumstances, be obligated to acquire and/or maintain a Club Membership in respect of a Residential Unit owned by them.

4. **Collection and Enforcement.** Declarant, or its assignee, will, at its sole cost and expense, be responsible for the collection of any and all fees and dues associated with the Club Memberships, and for the enforcement of the terms and provisions of this Amendment. Declarant will expressly have the authority to assign the responsibility for collection of fees or dues to the Association, or any other property owners association which may hereafter be created for the administration of all or any portion of the Development. In the event of any such assignment hereunder, the assignee may change and collect a reasonable administrative fee as a component of the fees and/or dues required to be paid hereunder to discharge the costs of collection.

5. **Assessment Lien and Foreclosure.** An express lien on each Residential Unit is hereby retained by Declarant to secure the payment of dues, fees, and collection costs associated with the Club Membership. The lien reserved herein is superior to all other liens and charges against the Residential Unit, except for only tax liens and all sums unpaid on a mortgage lien of record. The lien retained herein may be enforced by the foreclosure on the defaulting Owner's Residential Unit by Declarant, or its assignee, in like manner as a mortgage on real property. Declarant, or its assignee, may institute a suit against the Owner personally obligated to pay the dues and/or for the foreclosure of the lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the Owner will be required to pay the costs, expenses, and reasonable attorney's fees incurred by Declarant, or its assignee, and by the Owner. Declarant, or its assignee, will have the power to bid on the Residential Unit at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Notwithstanding any provision in this paragraph to the contrary, Declarant, or its assignee, will not take any action to foreclose such lien unless and until Declarant, or its assignee, has provided the holder or holders of any mortgage on the Residential Unit to be foreclosed on

(collectively, the "**Mortgagee**") with written notice of the Owner's default and extending to the Mortgagee 20 days from the date of the notice to cure such default in order to protect its lien on the Residential Unit. If the Mortgagee elects not to cure the Owner's default hereunder within the 20-day period, then Declarant or its assignee may take any required action to foreclose the lien provided for above.

6. **Severability and Construction.** The provisions contained herein will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion will not affect the validity or enforceability of any other provision or portion. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in the foregoing agreement and covenant are intended as solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs hereof.

7. **Miscellaneous.** Notwithstanding any provision to the contrary in the Declaration, the following terms and provisions shall apply to this Amendment:

(a) **Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Amendment will run with and bind the property subject or made subject to this Amendment, and will inure to the benefit of and be enforceable by Declarant and its assigns for a term beginning on the date this Amendment is recorded in the Official Public Records of Travis County, Texas, and continuing through and including January 1, 2050, after which time this Amendment will be automatically extended for successive periods of five years, unless amended or terminated as provided herein.

(b) **No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of any Amendments, terms, or provisions contained in this Amendment. Any Owner acquiring a Residential Unit in reliance on one or more of such Amendments, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Residential Unit, agrees to hold Declarant harmless from any liability or risks related to validity or enforceability.

(c) **Amendment.** This Amendment may be amended or terminated by recording, in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by: (a) Declarant acting alone, until the later to occur of (i) December 31, 2030 or (ii) the date on which Declarant no longer owns any portion of the Property; or (b) thereafter, by Owners of at least 75% of the Residential Units and the Declarant.

(d) **Enforcement.** Declarant or its assigns will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges, and other terms now or hereafter imposed by the provisions of this Amendment. Failure to enforce any right, provision, covenant, or condition granted by this Amendment will not constitute a waiver of the right to enforce such right, provision, covenants, or condition in the future.

(e) Acceptance by Grantees. Each grantee of a Residential Unit, or other real property interest in the Development, by the acceptance of a deed or other conveyance, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens, and charges and the jurisdictional rights and powers created or reserved by this Amendment, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development, and will bind any person having at any time any interest or estate in the Development, and will inure to the benefit of each Owner in like manner as though the provisions of this Amendment were recited and stipulated at length in each and every deed of conveyance.

(f) Notices. Any notice permitted or required to be given to an Owner under this Amendment must be in writing and may be delivered either personally or by mail. If delivery is made by mail, it will be deemed to have been delivered on the third day (other than a Sunday or legal holiday) after a copy of the notice has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to Declarant or its assignee in connection with the Owner's Club Membership or, if there is no such notice, at the address of the Owner's Residential Unit. Any Owner's address for notice may be changed by notice in writing given to Declarant or its assignee.

(g) Assignment of Declarant's Rights. Notwithstanding any provision in this Amendment to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Amendment to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

(h) Defined Terms. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration.

(i) Conflict with Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed; provided, however, that in the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Declaration, the terms and provisions of this Amendment will control.

Executed on this 16th day of February, 2006.

[SIGNATURE PAGE AND ACKNOWLEDGEMENTS FOLLOW]

DECLARANT:

ROUGH HOLLOW DEVELOPMENT, LTD., a
Texas limited partnership

By: JHLV GP, Inc., a Texas corporation, General
Partner

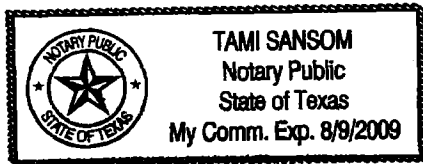
By: *Haythem Dawlett*
Haythem Dawlett, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of February 2006, by Haythem Dawlett, Vice President of JHLV GP, Inc., a Texas corporation, general partner of Rough Hollow Development, Ltd, a Texas Limited Partnership, on behalf of said corporation and limited partnership..

[seal]



Tami Sansom
Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Feb 17 03:27 PM

2006020955

RANEYJ \$36.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Rebecca
Rebecca Guerrero, County Clerk
Travis County, Texas

Mar 15, 2022 11:25 AM Fee: \$ 186.00

2022047613

Electronically Recorded

AFTER RECORDING RETURN TO:

Bill Flickinger
Willatt & Flickinger, PLLC
12912 Hill Country Boulevard, Ste. F-232
Austin, Texas 78738

**AMENDED AND RESTATED CONSOLIDATED
DEVELOPMENT AREA DECLARATION**

FOR

ROUGH HOLLOW SOUTH SHORE

[THE BLUFFS]

[ROUGH HOLLOW SECTION 1]

[THE OVERLOOK AND HILLSIDE CANYON]

[ROUGH HOLLOW SECTION 2]

[OVERLOOK RIDGE]

[Lot 1, Rough Hollow Section 3]

[EAST RIM]

[ROUGH HOLLOW SECTION 5A, SECTION 5B AND SECTION 5C]

[THE ENCLAVE]

[ROUGH HOLLOW SECTION 10

&

Lot 1, Block B and Lot 54, Block A, Rough Hollow Section 37]

[WATERS EDGE]

[ROUGH HOLLOW SECTION 7A & SECTION 7B]

Travis County, Texas

DECLARANT: **RH LAKEWAY DEVELOPMENT, LTD., a Texas limited partnership, by assignment recorded as Document No. 2017179698, Official Public Records of Travis County, Texas**

Cross reference to Master Declaration of Covenants, Conditions, and Restrictions for Rough Hollow South Shore, recorded as Document No. 2005181058 in the Official Public Records of Travis County, Texas, as amended, and that certain Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Rough Hollow South Shore [THE BLUFFS] [SECTION 1], recorded as Document No. 2007075927 in the Official Public Records of Travis County, Texas, and that certain Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Rough Hollow South Shore [SECTION 2] [WHICH IS KNOWN AS THE OVERLOOK AND HILLSIDE CANYON], recorded as Document No. 2007171905 in the Official Public Records of Travis County, Texas, and that certain Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Rough Hollow South Shore [Lot 1, Rough Hollow Section 3], recorded as Document No. 2013134375 in the Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [Lot 1, Rough Hollow Section 3] Development Area Declaration, recorded as Document No. 2013134660, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [Lot 1, Rough Hollow Section 3] Amendment to Development Area Declaration, recorded as Document No. 2013201253, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [Lot 1, Rough Hollow Section 3] Second Amendment to Development Area Declaration, recorded as Document No. 2020234604, Official Public Records of Travis County, Texas, and that certain Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Rough Hollow South Shore [East Rim], recorded as Document No.

2006028709, Official Public Records of Travis County, Texas, and that certain Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Rough Hollow South Shore [SECTION 5C], recorded as Document No. 2006229851 in the Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [East Rim] Development Area Declaration, recorded as Document No. 2006028951, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [East Rim] First Amendment to Development Area Declaration, recorded as Document No. 2006234288, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [East Rim] Second Amendment to Development Area Declaration, recorded as Document No. 2020234605, Official Public Records of Travis County, Texas, and that certain Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Rough Hollow South Shore [Waters Edge], recorded as Document No. 2006028710, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [Waters Edge] Development Area Declaration, recorded as Document No. 2006028953, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [Waters Edge] First Amendment to Development Area Declaration, recorded as Document No. 2006220032, Official Public Records of Travis County, Texas and that certain Rough Hollow South Shore [Waters Edge] Second Amendment to Development Area Declaration, recorded as Document No. 2020234606, Official Public Records of Travis County, Texas, and that certain Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Rough Hollow South Shore [The Enclave], recorded as Document No. 2006028708, Official Public Records of Travis County, Texas, and that certain Notice of Addition of Land to Master Declaration of Covenants, Conditions, and Restrictions for Rough Hollow South Shore [Lot 54, Block A, and Lot 1, Block B, Lakeway Section 37], recorded as Document No. 2006018119 in the Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [The Enclave] Development Area Declaration, recorded as Document No. 2006028949, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [The Enclave] First Amendment to Development Area Declaration, recorded as Document No. 2020234607, Official Public Records of Travis County, Texas.

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**AMENDED AND RESTATED CONSOLIDATED DEVELOPMENT AREA
DECLARATION
FOR
ROUGH HOLLOW SOUTH SHORE
[THE BLUFFS]
[ROUGH HOLLOW SECTION 1]
[THE OVERLOOK AND HILLSIDE CANYON]
[ROUGH HOLLOW SECTION 2]
[OVERLOOK RIDGE]
[Lot 1, Rough Hollow Section 3]
[EAST RIM]
[ROUGH HOLLOW SECTION 5A, SECTION 5B AND SECTION 5C]
[THE ENCLAVE]
[ROUGH HOLLOW SECTION 10
&
Lot 1, Block B and Lot 54, Block A, Rough Hollow Section 37]
[WATERS EDGE]
[ROUGH HOLLOW SECTION 7A & SECTION 7B]
Travis County, Texas**

This Amended and Restated Consolidated Development Area Declaration of Covenants, Conditions, and Restrictions for Rough Hollow South Shore for [THE BLUFFS] [ROUGH HOLLOW SECTION 1] [THE OVERLOOK AND HILLSIDE CANYON] [ROUGH HOLLOW SECTION 2] [OVERLOOK RIDGE] [Lot 1, Rough Hollow Section 3] [EAST RIM] [ROUGH HOLLOW SECTION 5A, SECTION 5B AND SECTION 5C] [THE ENCLAVE] [ROUGH HOLLOW SECTION 10 & Lot 1, Block B and Lot 54, Block A, Rough Hollow Section 37] [WATERS EDGE] [ROUGH HOLLOW SECTION 7A & SECTION 7B] Travis County, Texas (the "Declaration") is made by RH LAKEWAY DEVELOPMENT, LTD., a Texas limited partnership (the "Declarant"), and is as follows:

RECITALS

A. The Declarant previously recorded the following development area declarations and amendments for [THE BLUFFS] [ROUGH HOLLOW SECTION 1] [THE OVERLOOK AND HILLSIDE CANYON] [ROUGH HOLLOW SECTION 2] [OVERLOOK RIDGE] [Lot 1, Rough Hollow Section 3] [EAST RIM] [ROUGH HOLLOW SECTION 5A, SECTION 5B AND SECTION 5C] [THE ENCLAVE] [ROUGH HOLLOW SECTION 10 & Lot 1, Block B and Lot 54, Block A, Rough Hollow Section 37] [WATERS EDGE] [ROUGH HOLLOW SECTION 7A & SECTION 7B] (collectively herein referred to as the "Development Areas"): that certain Rough Hollow South Shore [Lot 1, Rough Hollow Section 3] Development Area Declaration, recorded as Document No. 2013134660, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [Lot 1, Rough Hollow Section 3] Amendment to Development Area Declaration, recorded as Document No. 2013201253, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [Lot 1, Rough Hollow Section 3] Second

Amendment to Development Area Declaration, recorded as Document No. 2020234604, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [East Rim] Development Area Declaration, recorded as Document No. 2006028951, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [East Rim] First Amendment to Development Area Declaration, recorded as Document No. 2006234288, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [East Rim] Second Amendment to Development Area Declaration, recorded as Document No. 2020234605, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [Waters Edge] Development Area Declaration, recorded as Document No. 2006028953, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [Waters Edge] First Amendment to Development Area Declaration, recorded as Document No. 2006220032, Official Public Records of Travis County, Texas and that certain Rough Hollow South Shore [Waters Edge] Second Amendment to Development Area Declaration, recorded as Document No. 2020234606, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [The Enclave] Development Area Declaration, recorded as Document No. 2006028949, Official Public Records of Travis County, Texas, and that certain Rough Hollow South Shore [The Enclave] First Amendment to Development Area Declaration, recorded as Document No. 2020234607, Official Public Records of Travis County, Texas (collectively herein referred to as “Existing Development Area Declarations”).

B. The Declarant wishes to consolidate and amend and restate in their entirety the Existing Development Area Declarations herein.

NOW, THEREFORE, it is hereby declared: (i) that this Declaration shall replace and supersede the Existing Development Area Declarations in their entirety; and (ii) that all of the Development Areas shall be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions which shall run with the Development Areas and shall be binding upon all parties having right, title, or interest in or to the Development Areas or any part thereof; and (iii) that each contract or deed which may hereafter be executed with regard to the Development Areas, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iv) that this Declaration shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Declaration. In the event of a conflict between the terms and provision of this Declaration and the Master Declaration, the terms of the Master Declaration will control.

ARTICLE 1 DEFINITIONS

Defined Terms. Unless the context specifies or requires otherwise, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

“**Assessment**” or “**Assessments**” means all assessment(s) imposed by the Association under the Master Declaration.

"Association" means Lakeway Rough Hollow South Community, Inc., a Texas non-profit corporation.

"Association Restrictions" means the Master Declaration, this Declaration, any rules adopted by the Master Architectural Control Committee pursuant to *Section 6.02(c)* of the Master Declaration, any rules or regulations adopted by the Board pursuant to *Section 3.04(a)* of the Master Declaration, the Articles and Bylaws of the Association, and rules and regulations adopted by the Development Area Association Board, if any, pursuant to *Section 4.05(c)* of this Declaration, and the articles and bylaws, if any, of such Development Area Association.

"Articles" means the Articles of Incorporation of the Association, as the same may be amended from time to time.

"Board" means the Board of Directors of the Association.

"Bylaws" means the bylaws of the Association, as amended from time to time.

"Declarant" means RH LAKEWAY DEVELOPMENT, LTD., a Texas limited partnership, its successors or assigns; provided that any assignment(s) of the rights of RH LAKEWAY DEVELOPMENT, LTD., as Declarant, must be expressly set forth in writing and recorded in the Official Public Records of Travis County, Texas.

The "Declarant" is the party who causes the Development Area to be developed for actual residential use. The Declarant enjoys special privileges to help protect its investment in the Development Area. These special rights are described in this Declaration. Many of these rights do not terminate until Declarant either: (i) has sold all Lots which are included in the Development Area; or (ii) voluntarily terminates these rights by a written instrument recorded in the Official Public Records of Travis County, Texas.

"Design Guidelines" means Rough Hollow South Shore East Rim Design Guidelines, adopted by the Declarant and recorded in the Official Public Records of Travis County, Texas.

"Development Area Assessment" or **"Development Area Assessments"** means all assessment(s) imposed by the Development Area Association under this Declaration.

"Development Area Association" means the optional association created pursuant to *Article 4*.

Declarant has no obligation to create a Development Area Association.

"Development Area Association Board" means the Board of Directors of the Development Area Association.

“Development Area Association Property” means any property or improvements owned by the Development Area Association.

“Development Area Declaration” or **“Declaration”** means this instrument as it may be amended from time to time.

“Development Common Area” means all real property and any interest therein, including improvements located thereon, which is designation by Declarant as common area which benefits the one or more Development Areas, is conveyed to a Development Area Association or is otherwise held by Declarant for the benefit of the Owners of lots within one or more of the Development Areas. The Development Common Area may include all areas that shall be or have been dedicated to all public authorities but not yet accepted by such authorities. The Development Common Area shall be for the common use and enjoyment of the Owners of lots within one or more Development Area. Development Common Area may be designated by Declarant from time to time and at any time and may include Limited Common Elements conveyed to a Development Area Association as permitted in the Master Declaration.

Development Common Area IS NOT the same as Special Common Area under the Master Declaration. Special Common Area is owned by, or held for the benefit of, a Development Area Association. The Master Declaration may assess owners of Lots within a Development Area for the costs attributable to the ownership, maintenance, or management of Special Common Area if the Lot or Development Area was designated as a beneficiary of such Special Common Area in a notice of applicability or other written instrument.

“Improvements” means every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, sport courts, garages, driveways, storage buildings, sidewalks, gazebos, signs, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, pools, mailboxes, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular, satellite or cable television, other utilities, or otherwise.

“Lot” or **“Lots”** means one or more of the platted lots created pursuant to a subdivision plat recorded in the Official Public Records of Travis County, Texas or site condominium units created pursuant to Ch. 82 of the Texas Property Code, within the Development Areas other than the Common Area, Special Common Area, and Development Common Area.

“Master Architectural Control Committee” means the committee created pursuant to the Master Declaration to review and approve plans for the construction, placement, modification, alteration, or remodeling of any Improvements on any Lot.

“Master Declaration” means that certain Master Declaration of Covenants, Conditions, and Restrictions for Rough Hollow South Shore, recorded as Document No. 2005181058 in the Official Public Records of Travis County, Texas, as amended.

“Mortgage” or **“Mortgages”** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any portion of the Development Area given to secure the payment of a debt.

“Mortgagee” or **“Mortgagees”** means the holder or holders of any Mortgage(s).

“Owner” or **“Owners”** means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but shall not include the Mortgagee under a Mortgage prior to acquisition of its fee simple interest in such Lot pursuant to foreclosure of the lien of such Mortgage.

“General Definitions.” Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Declaration are used and defined as they are used and defined in the Master Declaration.

ARTICLE 2 GENERAL RESTRICTIONS

All of the Development Areas shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

Section 2.01 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Master Architectural Control Committee.

Section 2.02 Hazardous Activities. No activities may be conducted on or within the Development Areas and no Improvements constructed on any portion of the Development Areas which, in the opinion of the Master Architectural Control Committee, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Development Areas unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Development Areas may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

Section 2.03 Insurance Rates. Nothing shall be done or kept on the Development Areas which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, Development Common Area, or the improvements located thereon, without the prior written approval of the Board.

Section 2.04 Mining and Drilling. No portion of the Development Areas may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as full provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Areas. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Master Architectural Control Committee which are required to provide water to all or any portion of the Property or the Development. All water wells must also be approved in advance by any applicable regulatory authority.

Section 2.05 Noise. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Development Areas. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Areas so as to be offensive or detrimental to any other portion of the Development Areas or to their occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Association or the Development Area Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm).

Section 2.06 Animals – Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Development Areas. No Owner may keep on such Owner's Lot more than four (4) cats and dogs, in the aggregate. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed within the Development Areas other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, cared for, or boarded for hire or remuneration within the Development Areas, and no kennels or breeding operation will be allowed. No animal will be allowed to run at large, and all animals will be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. All pet waste will be removed and appropriately disposed of by the Owner of the pet. All pets must be registered, licensed, and inoculated as required by law.

Section 2.07 Rubbish and Debris. No rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Areas, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Areas unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must always be kept in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such services is not provided by a governmental entity or the Association.

Trash containers and recycling bins must be stored in one of the following locations:

- (i) Inside the garage of the single-family residence constructed on the Lot; or
- (ii) Behind the single-family residence constructed on the Lot in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot.

The Master Architectural Control Committee shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

Section 2.08 Maintenance. The Owners of each Lot shall jointly and severally have the duty and responsibility at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean, and attractive condition at all times. The Master Architectural Control Committee, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this Section 2.08 has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Master Architectural Control Committee, in its sole discretion:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing.
- (iii) Tree and shrub pruning.
- (iv) Watering.
- (v) Keeping exterior lighting and mechanical facilities in working order.
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (vii) Keeping planting beds free of turf grass.
- (viii) Keeping sidewalks and driveways in good repair.
- (ix) Complying with all government, health, and police requirements.
- (x) Repainting of Improvements.
- (xi) Repair of exterior damage, and wear and tear to Improvements.

Section 2.09 Antennae. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, shall be erected, maintained, or placed on a Lot without the prior written approval of the Master Architectural Control Committee; provided, however, that:

(i) An antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) An antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) An antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "Permitted Antennas") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Master Architectural Control Committee, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

Section 2.10 Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and shall not encroach upon any street, Common Area, Special Common Area, Development Common Area, or any other portion of the Development Areas. A Permitted Antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Areas, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Master Architectural Committee are as follows:

(i) Attached to the back of the principal single-family residence construction on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) Attached to the side of the principal single-family residence construction on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Master Architectural Control Committee may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirectTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Master Architectural Control Committee from time to time. Please contact the Master Architectural Control Committee for the current rules regarding installation and placement.

Section 2.11 Signs. No sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Master Architectural Control Committee, except for:

(i) Signs which are permitted pursuant to the Design Guidelines or rules adopted by the Master Architectural Control Committee;

(ii) Signs which are part of Declarant's overall marketing or construction plans or activities for the Development;

(iii) One (1) temporary "For Sale" sign placed on the Lot. The sign will be limited to a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post. The overall height of the sign from finished grade at the spot where the sign is located may not exceed four (4) feet. The sign must be removed within two (2) business days following the sale or lease of the Lot. Signs advertising a lot for lease or rent are prohibited;

(iv) Permits as may be required by legal proceedings; and

(v) Permits as may be required by any governmental entity.

An Owner or resident will be permitted to post a "no soliciting" sign near or on the front door to their residence, provided, that the sign may not exceed twenty-five (25) square inches.

Section 2.12 Tanks. The Master Architectural Control Committee must approve any tank used or proposed in connection with a single-family residential structure, including tanks for storage of fuel, water, oil or LPG, and including swimming pool filter tanks. No elevated tanks of any kind may be erected, place, or permitted on any Lot without the advance written approval of the Master Architectural Control Committee. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the Master Architectural Control Committee. This provision will not apply to a tank used to operate a standard residential gas grill.

Section 2.13 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Development Areas without the prior written approval of the Master Architectural Control Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure.

Section 2.14 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Master Architectural Control Committee or the Board shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or

allowed to accumulate on any portion of the Development Area except within fully enclosed structures or appropriately screened from view as approved by the Master Architectural Control Committee. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are dilapidated, inoperable or do not have a current license registration tag and inspection tag shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares or to be parked on any roadway with the Development Area.

No garage may be permanently enclosed or otherwise used for habitation unless approved in advance by the Master Architectural Control Committee.

Section 2.15 On Street Parking.

(A) General Restrictions. Except as otherwise specifically allowed by this Development Area Declaration, no vehicle may be parked on any road or street within the Development Area:

- (1) between the hours of midnight and 7:00 a.m.;
- (2) in violation of any local or state law;
- (3) in a manner which blocks or prevents the safe passage of other vehicles, including, without limitation, emergency vehicles or trash trucks; or
- (4) for more than two (2) hours per twenty-four (24) hour period.

(B) Residents. Residents may not park their vehicles on the any road or street in the Development Areas at any time except when the resident's driveway is temporarily blocked by guests or invitees, or when visiting another resident within the Development Areas.

(C) Guests and Invitees.

(1) Guests and invitees are expected to park in the driveway of the resident they are visiting. In the event the resident's driveway cannot reasonably accommodate the guest's or invitee's vehicle, and the guest or invitee must park on the road or street and shall park in front of the resident's home. If there are multiple guests or invitees at any given time, the provisions under paragraph (3) below must be followed.

(2) Service Providers. Vehicles belonging to service providers actively engaged in home repair, renovation, or remodeling projects may be parked on a road or street in the Development Areas for so long as the repair, renovation, or remodeling reasonably continues. Such vehicles shall be parked in front of the Lot they are servicing to the extent space is available.

(3) Large Event Guests. A resident who is planning a gathering such as a party, or other event to which guests will be invited, shall, at least 72 hours prior to such event, ask the manager for the Association to send an email to residents with prior notice of the event to the email

addresses provided by residents to the manager. Residents are encouraged to provide current email addresses to the manager for this purpose if they wish to receive advance notice of large events. Notwithstanding the preceding restrictions on parking, for such an event and only during the event, it is permissible for guests to park their vehicles on a road or street in the Development Areas in a manner that does not block or prevent safe passage of other vehicles.

Section 2.16 Mobile Homes, Campers, Travel Trailers and Recreational Vehicles. Mobile homes, campers, travel trailers and recreational vehicles shall not be used as a residence, either temporary or permanent at any time. Subject to the restrictions in Section 2.15 (A) and (B) above, Mobile homes, campers, travel trailers and recreational vehicles may only be parked on a Lot or on the road or street immediately in front of the vehicle owner's Lot (or the Lot being visited) for no more than twelve (12) hours during any thirty (30) day period.

Section 2.17 Basketball Goals; Permanent and Portable. Permanent basketball goals are permitted between the street right-of-way and the front of the residence on a Lot provided the basketball goal is located approximately twenty-five feet (25') from the street curb. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Portable basketball goals are permitted but must be properly maintained and painted, with the net in good repair. All basketball goals, whether permanent or portable, must be approved by the Master Architectural Control Committee prior to being placed on any Lot.

Section 2.18 Compliance with Association Restrictions. Each Owner, his or her family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Association Restrictions as the same may be amended from time to time. Failure to comply with any of the Association Restrictions shall constitute a violation of the Association Restrictions may result in a fine against the Owner in accordance with *Section 5.12* of the Master Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Manager, the Board on behalf of the Association, the Development Area Association Board on behalf of the Development Area Association, the Master Architectural Control Committee, or by an aggrieved Owner. Without limiting any rights or powers of the Association or the Development Area Association, either board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Association Restrictions, and the Owner whose violation has been so remedied shall be personally liable to the Association or the Development Area Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against the chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Declaration and/or the Master Declaration for Assessments and may be collected by any means provided in the Declaration and/or the Master Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless the Association and the Development Area Association and their officers, directors, employees, and agents from any cost, loss, damage, expense, liability, claim, or cause of action incurred or that may arise by reason of the Association's or Development Area Association's acts or activities under this *Section 2.18* (including any cost, loss, damage, expense, liability, claim, or

cause of action arising out of the Association's or the Development Area Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim, or cause of action arising by reason of the Association or Development Area Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence, or similar negligence short of actual gross negligence.

If you fail to comply with Association Restrictions, including this Declaration, the Master Declaration, the Design Guidelines, and any rules adopted by your association, you can be fined, or a claim may be pursued against you in court.

Section 2.19 Liability of Owners for Damage to Common Area, Special Common Area, and Development Common Area. No Owner shall in any way alter, modify, add to, or otherwise perform any work upon the Common Area, Special Common Area, or Development Common Area without the prior written approval of the Board or the Development Area Association Board, as applicable. Each Owner shall be liable to the Association and/or the Development Area Association for any and all damages to: (i) the Common Area, Special Common Area, Development Common Area and any improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association or the Development Area Association, which damages were caused by the neglect, misuse, or negligence of such Owner or Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be an assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided for in *Section 5.10* of the Master Declaration or *Section 6.08* of this Declaration, as applicable.

Section 2.20 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

Section 2.21 Party Wall Fences. A fence or wall located on or near the dividing line between two (2) Lots and intended to benefit both Lots, constitutes a "Party Wall" and, to the extent not inconsistent with the provisions of this Section 2.21, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions.

(a) **Encroachments & Easement.** If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this *Section 2.21*. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

(b) **Right to Repair.** If the Party Wall is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall.

(c) **Maintenance Costs.** The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Travis County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title.

(d) **Alterations.** The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as erected.

Section 2.22 Fire Sprinklers. The following provisions regarding fire sprinklers apply only to the OVERLOOK RIDGE [Lot 1, Rough Hollow Section 3] Development Area: Each primary single family residential home constructed within the Development Area shall be constructed with a fire sprinkler system (the "System"). The Owner of the home is solely responsible for maintaining the System. Each Owner is advised that failure to maintain the System may result in damage to the Owner's home and personal property. NEITHER THE DECLARANT NOR THE ASSOCIATION, OR THEIR SUCCESSORS OR ASSIGNS, GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SYSTEM, OR THAT ANY SYSTEM WILL PREVENT DAMAGE IN THE EVENT OF FIRE OR NOTIFY AUTHORITIES OF FIRES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM IS DESIGNED TO MONITOR SAME.

ARTICLE 3 USE AND CONSTRUCTION RESTRICTIONS

Section 3.01 Design Guidelines. Any and all Improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Development Areas shall strictly comply with the requirements of the Design Guidelines, unless a variance is obtained pursuant to the Master Declaration. The Declarant has adopted Rough Hollow South Shore East Rim Design Guidelines. The Design Guidelines may be supplemented, modified, amended, or restated by the Master Architectural Control Committee as authorized by the Master Declaration and the Design Guidelines.

The Design Guidelines include additional requirements applicable to the construction of Improvements within the Development Areas. Each Owner is advised to consult the Design Guidelines.

Section 3.02 Approval for Construction. No Improvements shall be constructed upon any Lot without the prior written approval of the Master Architectural Control Committee.

Section 3.03 Single-Family Residential Use. The Lots shall be used solely for private single-family residential purposes and there shall not be constructed or maintained thereon more than one detached single-family residence.

No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except an Owner or occupant of a residence may conduct business activities within a residence so long as: (i) such activity complies with all the applicable zoning ordinances; (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed on the Lot; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business on any Lot, sound, or smell from outside the residence; (iv) the business activity conforms to all zoning requirements for the Development Areas; (v) the business activity does not involve door-to-door solicitation of residents within the Development Areas; (vi) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Areas which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vii) the business activity is consistent with the residential character of the Development Areas and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development Areas as may be determined in the sole discretion of the Board; and (viii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conduction by the Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Lot for the purpose of constructing a residence thereon for resale to a third party.

Notwithstanding any provision in this Declaration to the contrary, until the earlier to occur of the date Declarant has recorded a written statement that all new home sales activity has ceased within the Development Areas, or forty (40) years from the date this Declaration is recorded in the Official Public Records of Travis County, Texas:

(i) Declarant and/or its licensees may construct and maintain upon portions of the Common Area, Special Common Area, Development Common Area, and any Lot owned by the Declarant such facilities and may conduct such activities which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single family residences constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its licensees shall have an easement over and across the Common Area, Special Common Area, and Development Common Area for access and use of such facilities at no charge; and

(ii) Declarant and/or its licensees will have an access easement over and across the Common Area, Special Common Area, and Development Common Area for the purpose of making, constructing, and installing improvements to the Common Area, Special Common Area, and Development Common Area.

Section 3.04 Certain Architectural Styles Prohibited. In no event or circumstance shall a residence be constructed upon a Lot which incorporates the following architectural styles: Colonial, Georgian, Federal, or Victorian. The Master Architectural Control Committee's interpretation of the architectural style of a residence for the purpose of compliance with this Section 3.04 shall be final.

Section 3.05 Masonry Requirements. Provisions governing masonry are set forth in the Design Guidelines.

***Masonry Requirements for The Enclave Development Area Only:** Notwithstanding the foregoing sentence, the following Masonry Requirements shall apply to residences constructed in The Enclave Development Area: Unless otherwise expressly approved by the Master Architectural Control Committee the exterior walls of any residence shall consist of one hundred percent (100%) stone or stucco constructed in strict compliance with the requirements of the Master Architectural Control Committee. Notwithstanding the foregoing provision, the Master Architectural Control Committee shall have the authority to permit the use of wood siding or brick in specific circumstances where the Master Architectural Control Committee determines the limited use of wood siding or brick to be appropriate and consistent with the design requirements established by the Master Architectural Control Committee, but in no event shall the exterior walls of any residence consist of greater than twenty percent (20%) brick or wood siding. Notwithstanding anything in this Section 3.05 or elsewhere in this Declaration to the contrary, orange or red brick shall not be permitted on the exterior walls of any residence unless otherwise approved by the Master Architectural Control Committee.*

Section 3.06 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that all rentals must be for terms of at least six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Association Restrictions.

Section 3.07 Garages. Each Lot must contain a private garage for not fewer than two (2) automobiles. Each Lot shall have a private garage for not less than two (2) automobiles and off-street parking for a minimum of two (2) automobiles. The location, orientation, and opening of

each garage to be located on a Lot shall be approved in advance of construction by the Master Architectural Control Committee. All garages shall be maintained for the parking of automobiles, may not be used for storage or other purposes which preclude its use for the parking of automobiles, and no garage may be permanently enclosed or otherwise used for habitation.

Section 3.08 Windows. All windows on each residence shall have a consistent design throughout the residence and shall comply with the requirements of the Design Guidelines.

Section 3.09 Fences and Gates. No fence shall be constructed on the Development Areas without the prior written consent of the Master Architectural Control Committee. The height and location of all fences must be approved in advance by the Master Architectural Control Committee and all fences must comply with the requirements of the Design Guidelines. The Master Architectural Control Committee may, in its sole discretion, prohibit the construction of any proposed fence, or specify the materials of which said proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise screened so as not to be visible from other portions of the Development Areas, or specify the location on any Lot of any proposed fence or gates.

Section 3.10 Building Restrictions.

(i) All building materials must be approved in advance by the Master Architectural Control Committee, and only new building materials shall be used for constructing any Improvements. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways must, unless otherwise approved by the Master Architectural Control Committee, match the color of the surface from which they project. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements.

(ii) The maximum building height shall be established and determined in accordance with the Design Guidelines.

(iii) Additional provisions governing the construction of Improvements on Lots may be set forth in the Design Guidelines.

Section 3.11 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Master Architectural Control Committee.

Section 3.12 Drainage. There shall be no interference with the established drainage patterns over any of the Development Areas, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the Master Architectural Control Committee. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

Section 3.13 Construction Activities. This Declaration will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon or within the Development. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Master Architectural Control Committee in its sole and reasonable judgment, the Master Architectural Control Committee will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development, then the Master Architectural Control Committee may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

Section 3.14 Landscaping. Each Owner shall be required to install landscaping upon such Owner's Lot in accordance with landscaping plans approved in advance of installation by the Master Architectural Control Committee prior to occupancy of the single-family residential structure located on the Lot to which such landscaping plans relate. All landscaping shown on the landscaping plans and specifications approved by the Master Architectural Control Committee shall be installed, and all such landscaping shall be completed on or before occupancy of the Lot for residential purposes, unless a variance is obtained pursuant to the Master Declaration. All landscaping shall be selected from a plant materials list approved by the Master Architectural Control Committee. The Master Architectural Control Committee or its assigns shall be entitled to make recommendations with respect to tree disease control, whereupon the Owner or Owners to whom such recommendations are directed shall be obligated to comply with such recommendations, which may include, but not be limited to, tree removal and replacement.

Section 3.15 Roofing. The pitch, color, and composition of all roof materials shall be expressly approved by the Master Architectural Control Committee.

Section 3.16 Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all applicable governmental requirements. Nothing in this Section 3.16 is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements. Above ground or temporary swimming pools are prohibited.

Section 3.17 Grinder Pump. In conjunction with the construction of a single-family residence on a Lot, the Owner thereof will be required to install, at such Owner's sole cost and expense, a single grinder pump for each residential wastewater connection. Each grinder pump must be obtained from and installed by a contractor selected by Travis County Municipal Utility District No. 11 (the "District"). Each Owner is hereby advised that the cost associated with the grinder pump, installation, and control panel (described below) is set by the District. Each Owner

is advised that the District has indicated that installation is required. All grinder pumps will be District property, and no modifications or repairs may be made by any Owner after installation unless otherwise approved in advance by the District. Each Owner will be required, at such Owner's sole cost and expense, to cause the wastewater service line serving the residence to be connected to the grinder pump wet well in accordance with District specifications. The District may inspect the grinder pump, the installation, and any line connections associated therewith to ensure compliance with this *Section 3.18* and the District's specifications and requirements. Each Owner will be required, in conjunction with construction of a residence on such Owner's Lot, to designate a location for installation of a grinder pump control panel with a fusible disconnect. The location of the control panel must be on the outside of the residence and visible from the street.

An easement is hereby retained by the Declarant on behalf of the District over and across each Lot for the purpose of confirming an Owner's compliance with this *Section 3.17* and the District's access to the grinder pump and associated control panel.

Grinder Pump Requirements in the OVERLOOK RIDGE [Lot 1, Rough Hollow Section 3] Defined Area: *In the OVERLOOK RIDGE [Lot 1, Rough Hollow Section 3 Defined Area], the foregoing Grinder Pump requirements apply only if required by the District.*

Section 3.18 Minimum Square Footage. The minimum square footage for each residence is established in the Design Guidelines.

ARTICLE 4 DEVELOPMENT AREA ASSOCIATION

Section 4.01 OPTIONAL DEVELOPMENT AREA ASSOCIATION. THE PROVISIONS CONTAINED IN THIS ARTICLE 4 AND ARTICLE 6 SHALL ONLY BE OPERATIVE IN THE EVENT THE BOARD DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, TO CREATE A HOMEOWNERS ASSOCIATION TO ASSUME THE DUTIES AND POWERS PRESCRIBED BY LAW AS SET FORTH IN THIS DECLARATION. ON THE EFFECTIVE DATE OF THIS DOCUMENT, THE BOARD DOES NOT CONTEMPLATE CREATING THE DEVELOPMENT AREA ASSOCIATION AND SHALL HAVE NO OBLIGATION TO DO SO. THIS ARTICLE 4 AND ARTICLE 6 SHALL HAVE NO LEGAL OR OTHER EFFECT UNLESS AND UNTIL: (i) THE BOARD ELECTS TO CREATE THE DEVELOPMENT AREA ASSOCIATION AS EVIDENCED BY THE BOARD'S INCORPORATION OF THE DEVELOPMENT AREA ASSOCIATION AND ISSUANCE OF ARTICLES OF INCORPORATION BY THE SECRETARY OF STATE OF THE STATE OF TEXAS; OR (ii) THE BOARD ACCEPTS, WHICH ACCEPTANCE SHALL BE IN THE BOARD'S SOLE AND ABSOLUTE DISCRETION, A PETITION WHICH SUPPORTS THE FORMATION OF A HOMEOWNERS ASSOCIATION, WHICH PETITION IS IN RECORDABLE FORM SIGNED BY A MAJORITY OF OWNERS OF LOTS WITHIN THE DEVELOPMENT AREA, EACH LOT BEING ALLOCATED ONE (1) VOTE. IN THE EVENT THE BOARD ELECTS TO ACCEPT THE PETITION PURSUANT TO *SECTION 4.01(ii)* ABOVE, THE BOARD SHALL INCUR NO EXPENSE RELATED TO THE INCORPORATION OR ORGANIZATION OF THE DEVELOPMENT AREA ASSOCIATION. ANY DEVELOPMENT AREA ASSOCIATION CREATED SUBSEQUENT TO THE

BOARD'S ACCEPTANCE OF THE PETITION PURSUANT TO *SECTION 4.01(ii)* ABOVE, SHALL BE EMPOWERED TO REIMBURSE ALL REASONABLE INCORPORATION AND ORGANIZATION EXPENSES ADVANCED BY ANY OWNER WHO BECOMES A MEMBER OF THE DEVELOPMENT AREA ASSOCIATION.

Section 4.02 Organization. The Development Area Association shall be a non-profit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its articles and bylaws or in this Declaration. Neither the articles nor bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Notwithstanding any provision in this Declaration to the contrary, the Board shall be under no obligation to administer, finance, or cause the creation of the Development Area Association.

Section 4.03 Membership.

- (a) Any person or entity, upon becoming an Owner in that Development Area, shall automatically become a Member of the Development Area Association. Membership shall be appurtenant to and shall run with the ownership of the Lot that qualifies the Owner thereof for membership. Membership in the Development Area Association may not be severed from the ownership of a Lot, or in any way transferred, pledged, mortgages, or alienated, except together with the title to the said Lot.
- (b) Every Member shall have a right and easement of enjoyment in and to the Development Common Area which shall be appurtenant to and shall pass with the title to each Member's Lot, subject to the following restrictions and reservations:
 - i. The right of the Development Area Association Board to suspend the Member's right to use the Development Common Area for any period during which any Assessment against such Member's Lot(s) remains past due, and for any period during which a Member is in violation of the Association Restrictions;
 - ii. The right of the Development Area Association Board to dedicate or transfer all or any part of the Development Common Area to any public agency, authority, or utility;
 - iii. The right of the Development Area Association Board to borrow money for the purpose of improving or maintaining the Development Common Area and, in aid thereof, to mortgage said Development Common Area;
 - iv. The right of the Development Area Association Board to make reasonable rules and regulations (which may include the right to levy fines for the breach thereof) regarding the use of the

Development Common Area and facilities located thereon by the Members and other persons entitles to such use; and

- v. The right of the Development Area Association Board to contract for services with third parties on such terms as the Development Area Association Board may determine to be in the best interest of the Development Area Association.

Rules and regulations adopted by the Development Area Association Board pursuant to *Section 4.03(b)(iv)* above, may be amended from time to time.

Section 4.04 Voting Rights. The right to cast votes and the number of votes which may be cast for election of members of the Development Area Association Board and on all other matters to be voted on by the Members shall be calculated as follows:

- (a) The Owner of each Lot shall have one (1) vote for each Lot so owned. In the event of the re-subdivision of any Lot into two or more Lots: (i) the number of votes to which such Lot is entitles shall be increased as necessary to retain the ratio of one (1) vote for each Lot resulting from such re-subdivision, e.g., each Lot resulting from the re-subdivision will be entitled to one (1) vote; and (ii) each Lot resulting from the re-subdivision will be treated as one Lot for the purpose of levying Assessments hereunder. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, voting rights and Assessments shall continue to be determined according to the number of original Lots contained in such consolidated Lot. Nothing herein shall be construed as authorization for any re-subdivision or consolidation of Lots; such actions are subject to and require the prior approval of the Master Architectural Control Committee pursuant to other provisions of this Declaration.

Section 4.05 Duties of the Development Area Association. Subject to and in accordance with these restrictions, the Development Area Association, acting through the Development Area Association Board, shall have and perform each of the following duties:

- (a) **Development Area Association Property.**
 - (1) **Ownership and Control.** To accept, own, operate, and maintain all Development Common Area, together with all improvements of whatever kind and for whatever purpose that may be located in said Development Common Area, and all sidewalks, pathways, and private driveways and streets located within the Development Area.
 - (2) **Repair and Maintenance.** To maintain in good repair and condition the Development Common Area and all lands, Improvements, security devices, landscaping, and other property owned by or

leased to the Development Area Association, including, without limitation, all sidewalks, pathways, private streets, driveways, and fences located within the Development Area.

- (3) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Development Common Area to the extent that such taxes and assessments are not levied directly upon the Members. The Development Area Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (b) Insurance. To obtain and maintain in effect policies of insurance that, in the opinion of the Development Area Association Board, are reasonably necessary or appropriate to carry out the Development Area Association's functions.
- (c) Rules and Bylaws. To make, establish, and promulgate and in its discretion, to amend or repeal and re-enact the bylaws and such Association Rules not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions, including the use and occupancy of the Development Common Area. In the event of any conflict between the terms and provisions of the articles, bylaws, or any other Association Rules with this Declaration, the terms and provisions of this Declaration are intended to and shall be controlling.
- (d) Records. To keep books and records of the Development Area Association's affairs and to make such books and records, together with current copies of the Association Restrictions, available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.
- (e) Other. To carry out and enforce all duties of the Development Area Association set forth in the Association Restrictions.

Section 4.06 Powers and Authority of the Development Area Association. The Development Area Association shall have the powers of a Texas non-profit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration, the Articles, and the Bylaws. It shall further have the power to do and perform any and all acts that may be necessary or proper for, or incidental to, the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limited the generality of the two preceding sentences, the Development Area Association and the Development Area Association Board, acting on behalf of the Development Area Association, shall have the power and authority at all times as follows:

- (a) Assessments. To levy assessments as provided herein.

- (b) **Right of Entry and Enforcement.** To enter at any time in an emergency without notice, or in a non-emergency after twenty-four (24) hours written notice, without being liable to any Owner or any other person or entity, upon any Lot or into any Improvement thereon, or to enter at any time without notice onto any Development Common Area, for the purpose of enforcing the Association Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Association Restrictions. The expense incurred by the Development Area Association in connect with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be deemed a special Development Area Assessment against such Lot, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in *Article 6* hereof for regular and special Development Area Assessments. The Development Area Association, acting through the Development Area Association Board, shall have the power and authority from time to time, in its own name and on its own behalf, or in the name 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 the Association Restrictions. The Development Area Association, acting through the Development Area Association Board, is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce the Association Restrictions; provided, however, that the Development Area Association Board shall never be authorized to expend any Development Area Association funds for the purpose of bringing suit against Declarant, its successors or assigns. Notwithstanding any provision herein to the contrary, the Development Area Association may not alter or demolish any Improvements on any Lot other than the Development Common Area or Development Area Association Property in enforcing the Association Restrictions before judicial proceedings are instituted by the Development Area Association or the written consent of the Owner(s) of the affected Lot(s) has been obtained. Each such Owner shall indemnify and hold harmless the Development Area Association, its officers, directors, employees, and agents from any cost, loss, damages, expense, liability, claim, or cause of action incurred or that may arise by reason of the Development Area Association's acts or activities under this *Section 4.06(b)* **(INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM, OR CAUSE OF ACTION ARISING OUT OF THE DEVELOPMENT AREA ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH)**, except for such cost, loss, damage, expense, liability, claim, or cause of action arising by reason of the Development Area Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence, or similar negligence short of actual gross negligence.

- (c) Conveyances. To grant and convey to any person or entity any real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way, or Mortgages, out of, in, on, over, or under any Development Area Association Property for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder:
1. Roads, streets, walks, streetlights, signs, driveways, parking lots, trails, paths, and fences;
 2. Lines, cables, wires, conduits, pipelines, or other devices for utility purposes;
 3. Sewers, water systems, storm water drainage systems, sprinkler systems, pipelines, or any other water quality features or improvements; or
 4. Any other improvements or facilities.
- (d) Manager. To retain and pay for the services of a Manager to manage and operate the Development Area Association, including the Development Area Association Property, to the extent deemed advisable by the Development Area Association Board; provided, however, that the Development Area Association Board will have no power to discharge, limit the authority of or interfere with the exercise of functions by, a Manager for the Development Area appointed pursuant to the Master Declaration. Additional personnel may be employed directly by the Development Area Association or may be furnished by the Manager. To the extent permitted by law, the Development Area Association and the Development Area Association Board may delegate any duties, powers, and functions to the Manager. The Members of the Development Area Association hereby release the Development Area Association and the members of the Development Area Association Board from liability for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.
- (e) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Development Area Association.
- (f) Development Common Area Services. To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to, and all maintenance of the Development Common Area, including, but not limited to, any recreational facilities; to maintain and repair any recreational facilities, easements, roads, roadways, rights-of-way, parkways, median strips, sidewalks, paths, trails, fences, ponds, lakes

located within or upon the Development Common Area; and to maintain and repair other portions of the Development Common Area.

- (g) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or Assessments that the Development Area Association or the Development Area Association Board is required or permitted to secure or to pay for pursuant to applicable law or under the terms of the Association Restrictions.
- (h) Construction on Development Area Association Property. To construct new Improvements on or additions to Development Area Association Property.
- (i) Contracts; Property Ownership. To enter into contracts with Declarant and with other persons or entities on such terms and provisions as the Development Area Association Board shall determine, and to acquire, own, and dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.
- (j) Financial Accounts. To establish operating and other accounts for the purpose of receiving and depositing Assessments in the name of the Association as the Board of Directors may deem appropriate from time to time and as may be consistent with generally accepted accounting principles.

Section 4.07 Ownership, Maintenance, and Assessments for Maintenance of Private Roads. In accordance with the provisions and authority granted under *Sections 4.05 and 4.06* of the Declaration, the Association shall own and have the authority to maintain, levy, and collect Assessments for the maintenance of private roadways located within the Development Area and any security gates or other devices controlling access thereto.

Section 4.08 Indemnification. To the fullest extent permitted by applicable law, but without duplication of (and subject to) any rights or benefits arising under the articles or bylaws of the Development Area Association, the Development Area Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant, or agent of the Development Area Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit, or proceeding if it is found and determined by the Development Area Association Board or a court that such person: (i) acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Development Area Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed

to be in, or not opposed to, the best interests of the Development Area Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. The Development Area Association Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant, or agent of the Development Area Association, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of the status of such person as such, whether or not the Development Area Association would have the power to indemnify such person against such liability hereunder or otherwise.

ARTICLE 5 INSURANCE AND CONDEMNATION

Section 5.01 Insurance. Each Owner shall be required to maintain insurance on the Improvements located upon such Owner's Lot, providing fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for Improvements similar in construction, location, and use. Such insurance policies shall be for the full insurable value of the Improvements constructed upon each Lot, shall contain extended coverage and replacement costs endorsements, if reasonably available, and may also contain vandalism and malicious mischief coverage, special form endorsement, a stipulated amount clause and a determinable cash adjustment clause. Neither the Association nor the Development Area Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board or the Development Area Association Board in their discretion, may deem necessary. Insurance premiums for such policies shall be a common expense to be included in the assessments levied by the Association, as the case may be. The acquisition of insurance by the Association and the Development Area Association shall be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

Section 5.02 Restoration. In the event of any fire or other casualty, the Owner shall promptly repair, restore, and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration, or replacement shall be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration, or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association or the Development Area Association may commence, complete, or effect such repair, restoration, replacement, or clean-up, and such Owner shall be personally liable to the Association and/or the Development Area Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by law, regulation, or administrative or public body or tribunal from commencing such repair, restoration, replacement, or clean-up, the rights of the Association and the Development Area Association under this sentence shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association or the Development Area Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum

lawful rate, than at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Master Declaration or this Declaration for Assessments and may be collected by any means provided in the Master Declaration and/or Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). **EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND THE DEVELOPMENT AREA ASSOCIATION, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM, OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S OR THE DEVELOPMENT AREA ASSOCIATION'S ACT OR ACTIVITIES UNDER THIS SECTION 5.02, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM, OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S OR THE DEVELOPMENT AREA ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

Section 5.03 Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced, or cleaned up by the Association or Development Area Association pursuant to the rights granted under this Article 5, hereby grants to the Association and the Development Area Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, or replacement exceeds any insurance proceeds allocable to such repair, restoration, or replacement and delivered to the Association or the Development Area Association. Upon request by the Board or the Development Area Association Board and before the commencement of any reconstruction, repair, restoration, or replacement, such Owner shall execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association or the Development Area Association.

ARTICLE 6 COVENANT FOR ASSESSMENTS

Section 6.01 Development Area Assessments. Each Owner of any Lot, by acceptance of a deed therefor or ownership interest thereto, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant to pay to the Development Area Association: (i) Development Area Assessments or charges (as specified in *Section 6.03* hereof); (ii) Special Development Area Assessments (as specified in *Section 6.04* hereof); and (iii) late charges (as specified in *Section 6.06* hereof). All such Development Area Assessments shall be fixed, established, and collected from time to time as hereinafter provided. The Development Area Assessments provided for under this Article 6 shall be in addition to the assessments levied pursuant to the Master Declaration. Notwithstanding any provision in this Declaration to the contrary, Development Area Assessments shall not be assessed against any Lot owned by Declarant.

Section 6.02 Purpose of Development Area Assessments. The Development Area Assessments levied by the Development Area Association shall be used exclusively for the purpose of promoting the comfort, health, safety, and welfare of the Owners, and the maintenance and improvement of the Development Area or any part thereof, including, without limitation, the Development Common Area, and for carrying out the purposes of the Development Area Association as stated herein or as otherwise provided in the Articles or Bylaws.

Section 6.03 Establishing Development Area Assessments. Each fiscal year, the Board shall estimate the expenses to be incurred by the Development Area Association during each year in performing its functions with respect to the Development Area, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Development Area Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and as between the Lots within the Development Area, the amount of the Development Area Assessments levied against each Lot shall be equal and uniform. The level of Development Area Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Development Area Assessment, the Development Area Association may at any time, and from time to time, levy further Development Area Assessments in the same manner as aforesaid. All such regular Development Area Assessments shall be due and payable by each Owner to the Development Area Association during the fiscal year in equal monthly, quarterly, semi-annual, annual, or other periodic installments, as the Board determines in its sole discretion, on or before the first day of the applicable period.

Section 6.04 Special Development Area Assessments. In addition to the Development Area Assessments authorized by *Section 6.03* hereof, the Development Area Association may, by vote of its Members as set out in *Section 6.04* hereof, levy special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of any Improvement located upon any of the Development Common Area, or any portion of the Development Area owned by the Development Area Association, including the necessary fixtures and personal property related thereto, or for carrying out other purposes of or otherwise benefitting the Development Area Association. Special Development Area Assessments levied against the Owner(s) of a particular Lot to cure violations of the Association Restrictions by such Owner(s) shall be deemed approved and authorized automatically upon the occurrence of the events giving rise to such curative special Assessments. Special Development Area Assessments to be levied against all Owners as authorized by *Section 6.04* hereof must be approved by a majority of the total votes of the membership of the Development Area Association determined in accordance with *Section 4.03* and *Section 4.04* of this Declaration, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members in accordance with the Bylaws.

Section 6.05 Due Date of Development Area Assessments. The first Development Area Assessment shall become due and payable on each Lot in accordance with the periodic payment schedule established by the Board in accordance with *Section 6.03*. The due date of any special Assessment hereunder shall be fixed in the resolution authorizing such Development Area Assessment or, if not so fixed or established by other terms of this Declaration, the first day of the first month following the imposition of such special Assessment. Payments shall be considered

delinquent if not paid within five (5) days after their due date. Where the obligation to pay a Development Area Assessment first arises after the commencement of the fiscal year or any other period for which the Development Area Assessment was levied, the Development Area Assessments shall be prorated as of the date when the obligation first arose in proportion to the amount of the Development Area Assessment year or other period remaining after said date.

Section 6.06 Late Charges. If any Development Area Assessments is not paid before it is delinquent, the Owner responsible for the payment thereof may be required by the Board to pay a late charge at such rate the Board may designate from time to time, and such late charge (and any reasonable handling costs therefor) shall be a charge upon the Lot(s) owned by the said Owner to which the Development Area Assessment relates, collectible in the same manner as herein provided for collection of Development Area Assessments, including foreclosure of the lien against such Lot(s); provided, however, such charge shall never exceed the maximum charge permitted under applicable law.

Section 6.07 Owner's Personal Obligation for Payment of Development Area Assessments. The Development Area Assessments and late charges provided for herein shall be the personal and individual debt of each Owner. No diminution or abatement of Development Area Assessments shall be allowed for inconveniences arising from the making of repairs or improvements to the Development Common Area or any Lot, and no Owner may exempt themselves from liability for such Development Area Assessments and charges through non-use of such Owner's Lot or otherwise.

Section 6.08 Development Area Assessment Lien and Foreclosure. All sums assessed or charged in the manner provided in this Article but unpaid, together with all costs and expenses of collection, including reasonable attorney's fees, are secured by a continuing Development Area Assessment lien and shall constitute a charge on or against the Lot covered by such Development Area Assessment or charge, which shall bind such property in the hands of the Owner, and such Owner's heirs, devisees, and personal representatives, successors, or assigns. The obligation to pay Development Area Assessments hereunder is part of the purchase price of each Lot when sold to an Owner. An express lien on each Lot is hereby granted and conveyed by Declarant to the Development Area Association to secure the payment thereof in each such instance, and each such lien is to be superior and paramount to any homestead or other exemption provided by law. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens, and all sums unpaid secured by a first-lien Mortgage securing sums borrowed for the purchase or improvements of the Lot in question, provided such Mortgage was recorded in the Official Public Records of Travis County, Texas before the delinquent Development Area Assessment was due. The Development Area Association shall have the power to subordinate the aforesaid Development Area Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by an officer of the Development Area Association. The Development Area Association may, at its option and without prejudice to the priority or enforceability of the Development Area Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Development Area Association and shall be recorded in the Official Public Records of Travis County, Texas. Each Owner, by accepting a deed to a Lot subject to this Declaration, shall be

deemed conclusive to have granted a power of sale to the Development Area Association to secure and enforce at any time after such payment becomes delinquent by the non-judicial foreclosure of such lien on the defaulting Owner's Lot by the Development Area Association in like manner as a deed of trust or real property mortgage with power of sale under Tex. Prop. Code § 51.002. (For such purpose, Robert D. Burton of Travis County, Texas is hereby designated as trustee for the benefit of the Development Area Association, with the Development Area Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.) The Development Area Assessment liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Development Area Association may have by law and under the Association Restrictions, including the rights of the Development Area Association to institute suit against the Owner personally obligated to pay the Development Area Assessment for monetary damages and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses, and reasonable trustee's and attorney's fees incurred. The Development Area Association shall have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Upon the written request of any Mortgagee holding a prior lien on any Lot, the Development Area Association shall report to said Mortgagee any Development Area Assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any Lot; except, however, that in the event of a foreclosure of any first-lien Mortgage, the lien for any Development Area Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Development Area Assessments shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first-lien Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Lot Owner from paying assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this paragraph, the Development Area Association shall, upon the request of the Owner, execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Development Area Association has already foreclosed such lien. Such release shall be signed by an officer of the Development Area Association.

Section 6.09 Exemptions. Notwithstanding any provision herein to the contrary, all Common Area, Special Common Area, and Development Common Area, and any Lot owned by the Declarant, shall be exempt from the payment of any Development Area Assessment levied by the Development Area Association, regular or special.

ARTICLE 7 MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Lots within the Development Areas. The provisions of this Article apply to this Declaration and the Bylaws of the Association and any Development Area Association.

Section 7.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association or the Development Area Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates [thereby becoming an "Eligible Mortgage Holder"]), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of a Development Area or which affects any Lot on which there is an Eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(ii) Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of this Declaration relating to such Lot or Owner or occupant which is not cured within sixty (60) days; or

(iii) Any lapse, cancellation, or material modification of any insurance policy maintained by the Development Area Association.

Section 7.02 Examination of Books. The Development Area Association shall permit Mortgagees to examine the books and records of the Development Area Association during normal business hours.

Section 7.03 Taxes, Assessments, and Charges. All taxes, assessments, and charges that may become liens prior to first lien mortgages under applicable law shall relate only to the individual Lots and not to any other portion of the Development Areas.

ARTICLE 8 DEVELOPMENT

Section 8.01 Addition of Land. Declarant may, at any time and from time to time, add additional land to the Development Areas and, upon the filing of a notice as hereinafter described, such land shall be considered part of the Development Areas for purposes of this Declaration, and such land shall be subject to the terms, covenants, conditions, restrictions, and obligations set forth in this Declaration, and the rights, privileges, duties, and liabilities of the persons subject to this Declaration shall be the same with respect to such added land as with respect to the land originally covered by this Declaration. To add land to the Development Areas, Declarant shall be required only to record in the Official Public Records of Travis County, Texas, a notice of addition of land (which notice may be contained withing any notice of applicability filed pursuant to *Section 10.05* of the Master Declaration) containing the following provisions:

- (A) A reference to this Declaration, which will include the recordation information thereof;
- (B) A statement that such land shall be considered Development Area for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions, and obligations of this Declaration shall apply to the added land; and

- (C) A legal description of the added land.

Section 8.02 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development Areas and remove and exclude from the burden of this declaration: (i) any portion of the Development Areas which has not been included in a plat; (ii) any portion of the Development Areas included in a plat if Declarant owns all Lots described in such plat; and (iii) any portion of the Development Areas included in a plat even if Declarant does not own all Lot(s) described in such plat, provided that Declarant obtains the written consent of all other Owners of Lot(s) described in such plat. Upon any such withdrawal and renewal, this Declaration and the covenants conditions, restrictions, and obligations set forth herein shall no longer apply to the portion of the Development Areas withdrawn. To withdraw lands from the Development Areas hereunder, Declarant shall be required only to record in the Official Public Records of Travis County, Texas, a notice of withdrawal of land containing the following provisions:

- (A) A reference to this Declaration, which will include the recordation information thereof;
- (B) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (C) A legal description of the withdrawn land.

ARTICLE 9 GENERAL PROVISIONS

Section 9.01 Duration. This Declaration and the covenants, conditions, restrictions, easements, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Development Area Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Official Public Records of Travis County, Texas, and continuing through and including January 1, 2051, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, change of term, or renewal term) is approved in a resolution adopted by members of the Association, entitled to cast at least seventy percent (70%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance, and shall set forth the purpose of such meeting; provided, however, that such change shall be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Travis County, Texas. Notwithstanding any provision in this Section 9.01 to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Texas law restricting the period of time that covenants on land may be enforced, such provision shall expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of the United Kingdom of Great Britain and Northern Ireland.

Section 9.02 Amendments

- (A) **Amendment by Board.** Notwithstanding anything to the contrary contained in this Declaration, the Board shall have the right at any time, with the consent of a majority of the Members as evidenced by a duly called vote of the Members, to amend this Declaration by an instrument in writing duly signed, acknowledged by the Board and filed for record in the Official Public Records of Travis County, Texas.
- (B) **Amendment by the Members.** This Declaration may also be amended by an instrument in writing signed by Members having not less than two-thirds (2/3rds) of the total votes in the Association that may be cast thereupon, but no such amendment shall be effective until a written notice thereof is duly recorded in the Official Public Records of Travis County, Texas.
- (C) **Amendment by Declarant.** Until the Declarant no longer owns any portion of the Development, this Declaration may also be amended by the Declarant, with the Board's advance written consent.

Section 9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Secretary of the Association for the purpose of service of notices, or to the residence located on the Lot owned by such person if no address has been given to the Secretary of the Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Association.

Section 9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Areas, provided, however, that the provisions of this Declaration shall be held to impose any restriction, condition, or covenant whatsoever on any land owned by Declarant other than the Development Areas. This Declaration shall be construed and governed under the laws of the State of Texas.

Section 9.05 Gender. Whenever the context shall so require, all words herein in the male gender shall be deemed to include the female or neutral gender, and all singular words shall include the plural, and all plural words shall include the singular.

Section 9.06 Assignment of Declarant and Termination of Declarant Rights. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder. Except for and excluding Declarant's rights and powers in Article

10 below, Declarant's remaining rights and powers set forth in this Declaration and not previously or automatically assigned to the Board, shall expire and no longer be effective or enforceable on the earlier of the date the Declarant no longer owns any property subject to the Declaration, or on June 30, 2022.

Section 9.07 Enforcement and Nonwaiver.

- (a) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant, the Association, and the Development Area Association shall have the right to enforce all of the provisions of this Declaration. The Association and the Development Area Association may initiate, defend, or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any provision hereof.
- (b) Every act or omission whereby any provision of the Association Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant, the Association, or the Development Area Association.
- (c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Development Areas is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set herein.
- (d) The failure to enforce any provision of the Association Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Association Restrictions.

Section 9.08 Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

**ARTICLE 10
CLUB PROVISIONS**

Section 10.01 The Marina Club; Owner's Obligation to Acquire Club Membership. Declarant currently contemplates that a marina club, together with related facilities and amenities which are collectively known as "Rough Hollow Marina Club" (the "Marina Club"), will be made available on land within the Rough Hollow Development. Upon acquisition of a Lot within a Development Area, the Owner thereof will automatically become a member of the Marina Club,

with such rights, privileges, and obligations as may be determined from time to time by Declarant or Declarant's assignee as permitted in accordance with *Section 10.02* below. Membership in the Marina Club (a "Club Membership") will be automatically transferred to an Owner upon acquisition of a Lot at no cost. Thereafter, the Owner will be required to maintain the Club Membership in good standing (in accordance with the Club rules defined below) and pay all Club Dues and other required usage fees, for so long as the Owner retains title to the Lot.

Section 10.02 Obligations of Owners. Each Owner must: (i) at the closing of such Owner's Lot(s), execute and deliver any documents required by Declarant or the Club which may be incident to Club Membership; (ii) comply with all rules and regulations of the Club for a Club Membership, as amended from time to time (the "**Club Rules**"); and (iii) pay the monthly dues for a Club Membership (the "**Club Membership Dues**") from the date Owner acquires the Lot. The Club Monthly Dues on the date this Declaration is recorded are equal to \$81.89 including tax. The monthly Club Membership Dues are anticipated to increase from time to time and each Owner will be subject to, and obligated to pay, such increased amounts as they become due. A Club Membership may not be transferred, sold, or conveyed to, or used by any person other than the Owner of the Lot to which such Club Membership applies, and the members of the Owner's immediate family, as specified in the Club Rules.

Section 10.03 Applicability. Notwithstanding any provision in this *Article 10* to the contrary, neither Declarant nor any of its affiliates will ever, under any circumstances, be obligated to acquire and/or maintain a Club Membership in respect of a Lot owned by them.

Section 10.04 Collection and Enforcement. Declarant or its assignee will, at its sole cost and expense, be responsible for the collection of any and all fees and dues association with the Club Memberships, and for the enforcement of the terms and provisions of this Article 10. Declarant will expressly have the authority to assign the responsibility for collection of fees or dues to the Association, or any other property owners association which may hereafter be created for the administration of all or any portion of the Development. In the event of any such assignment hereunder, the assignee may charge and collect a reasonable administrative fee as a component of the fees and/or dues required to be paid hereunder to discharge the costs of collection.

Section 10.05 Assessment Lien and Foreclosure. An express lien on each Lot is hereby retained by Declarant to secure the payment of dues, fees, and collection costs association with the Club Membership. The lien reserved herein is superior to all other liens and charges against the Lot, except for only tax liens and all sums unpaid on a mortgage lien of record. The lien retained herein may be enforced by the foreclosure on the defaulting Owner's Lot by Declarant, or its assignee, in like manner as a mortgage on real property. Declarant, or its assignee, may institute a suit against the Owner personally obligated to pay the dues and/or for the foreclosure of the lien judicially. In any foreclosure proceeding, wither judicial or non-judicial, the Owner will be required to pay the costs, expenses, and reasonable attorney's fees incurred by Declarant, or its assignee, and by the Owner. Declarant or its assignee will have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Notwithstanding any provision in this paragraph to the contrary, Declarant, or its assignee, will not take any action to foreclose such lien unless and until Declarant, or its assignee,

has provided the holder or holders of any mortgage on the Lot to be foreclosed on (collectively, the “**Mortgagee**”) with written notice of the Owner’s default and extending to the Mortgagee twenty (20) days from the date of the notice to cure such default in order to protect its lien on the Lot. If the Mortgagee elects not to cure the Owner’s default hereunder within the 20-day period, then Declarant or its assignee may take any required action to foreclose the lien provided for above.

Section 10.06 Miscellaneous. Notwithstanding any provision to the contrary in this Declaration, the following terms and provisions shall apply to this *Article 10*:

(a) **Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Article 10 will run with and bind the property subject or made subject to this Article 10, and will inure to the benefit of and be enforceable by Declarant and its assigns for a term beginning on the date this Declaration is recorded in the Official Public Records of Travis County, Texas, and continuing through and including January 1, 2050, after which time the terms and provision of this Article 10 will be automatically extended for successive periods of five years, unless amended or terminated as provided herein.

(b) **Amendment.** Notwithstanding any provision to the contrary in this Declaration, this Article 10 may only be amended or terminated by the recording, in the Official Public Records of Travis County, Texas, of an instrument executed and acknowledged by Declarant or its assignee acting alone. It is anticipated that this *Article 10* will be amended from time to time to more fully set forth aspects regarding the Club Members and the Marina Club.

(c) **Assignment.** It is anticipated that Declarant will assign its rights under this Article 10 and the obligations of each Lot Owner to an entity established to own and/or operate the Marina Club. Any such assignment must state that Declarant’s rights hereunder are being assigned to the assignee, must be executed by the Declarant and the assignee, and must be recorded in the Official Public Records of Travis County, Texas. Any assignment of Declarant’s rights hereunder will automatically assign to the assignee the Lot Owner’s obligations under this *Article 10*.

ARTICLE 11 SITE DEVELOPMENT CONDOMINIUM

Section 11.01 Site Condominium Regime. *The following provisions apply only to the OVERLOOK RIDGE [Lot 1, Rough Hollow Section 3] Development Area: Declarant anticipates that the Development Area will be subjected to a condominium regime, created pursuant to Ch. 82 of the Texas Property Code, as amended (the “Site Condominium Regime”), which, if created, shall: (i) create only single-family residential site condominium units similar to platted single-family lots; (ii) create a maximum of sixty (60) such site condominium units; (iii) create such site condominium units only for the construction of single-family residences thereon and subsequent sale to third parties; and (iv) obligate the property owners association created therein to operate, maintain and repair all internal roadways within the Development Area. In the event that Site Condominium Regime is created, the property owners association created therein shall not constitute a Development Area Association. Further, notwithstanding any contrary provision within this Declaration or the instrument by which the Site Condominium*

Regime is created (the "Site Condominium Declaration"), the Site Condominium Declaration shall be: (a) subject to Declarant's written approval prior to recordation in the Official Public Records of Travis County, Texas; and (b) subordinate in all respects to the Master Declaration, this Declaration, and the Design Standards. In the event of any conflict in the terms of the Site Condominium Declaration and the terms of the Master Declaration, this Declaration or the Design Standards, the terms of the Master Declaration, this Declaration and/or the Design Standards shall prevail.

EXECUTED this 7 day of March, 2022.

DECLARANT:

RH LAKEWAY DEVELOPMENT, LTD., a
Texas Limited partnership

By: RH Lakeway Development GP, LLC, a
Texas Limited Liability Company, General
Partner

By: WAT
William Hayes, Assistant Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 7 day of March, 2022, by William Hayes, Assistant Vice President of RH Lakeway Development GP, LLC, a Texas limited liability company, general partner of RH Lakeway Development, Ltd., a Texas Limited Partnership, on behalf of said limited liability company and said limited partnership.

[NOTARY SEAL]



Carlee La Rie Gonzalez
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jan 09, 2025 03:45 PM Fee: \$29.00

2025002577

Electronically Recorded

**AMENDED AND RESTATED LAKEWAY ROUGH HOLLOW SOUTH COMMUNITY, INC. INFORMATION
STATEMENT REGARDING MANDATORY MEMBERSHIP IN ROUGH HOLLOW YACHT CLUB AND MARINA**

The name of the subdivision is: Rough Hollow South Shore I
The name of the Association is: Lakeway Rough Hollow South Community, Inc.
The name of the Yacht Club and Marina is: Rough Hollow Yacht Club & Marina

This Amended and Restated Lakeway Rough Hollow South Community, Inc. Information Statement Regarding Mandatory Membership in Rough Hollow Yacht Club and Marina (this "A&R Notice") amends and restates in its entirety that certain document recorded as Document No. 2024016491 in the Official Public Records of Travis County, Texas.

All prospective purchasers of lots within Rough Hollow South Shore I, which are subject to that certain Master Declaration of Covenants, Conditions and Restrictions – Rough Hollow South Shore, recorded as Document No. 2005181058 in this Official Public Records of Travis County, Texas (as amended from time to time, collectively, the "Master Declaration") are hereby notified by Rough Hollow Yacht Club, Ltd., a Texas limited partnership (the "Marina Owner") as follows:

1. All lots within Rough Hollow South Shore I and/or subject to the Master Declaration are subject to mandatory membership in the Rough Hollow Yacht Club & Marina.
2. At the time of purchase, a lot may be subject to a lien for assessments and other sums previously unpaid by the prior owner(s) of such lot, including attorneys' fees, interest, and other charges.
3. The Marina Owner is authorized to charge a transfer fee of \$1,500.00 for the sale of any lot, which fee is payable by the buyer at the closing of such lot. Such transfer fee is subject to change from time to time in the Marina Owner's discretion. All closing officers are asked to contact the Marina Owner to request information on the Rough Hollow Yacht Club & Marina and to obtain the Fee Information Sheet to confirm the current transfer fee.
4. Until changed by notice recorded in the Official Public Records of Travis County, Texas, the address, telephone number, and email address of the Marina Owner for purposes of obtaining copies of documents and information regarding delinquent sums owed to the Marina Owner by lot owners, are as follows:

Rough Hollow Yacht Club, Ltd.
Attention: Alex Broat, General Manager
105 Yacht Club Cove
Lakeway, Texas 78734
Phone: 512-261-2288
Email: info@roughhollowyachtclubandmarina.com

[SIGNATURE PAGE FOLLOWS]

03 - City - CB.LL

This A&R Notice is executed to be effective as of the 1st day of January, 2025.

MARINA OWNER:

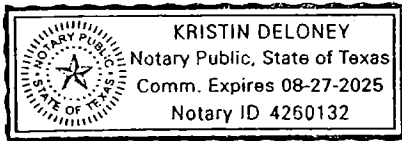
ROUGH HOLLOW YACHT CLUB, LTD.,
a Texas limited partnership

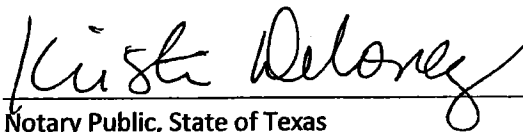
By: 
Haythem Dawlett, Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 2nd day of January, 2025, by Haythem Dawlett, Vice President of Rough Hollow Yacht Club, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[seal]




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Alex Broat, General Manager
105 Yacht Club Cove
Lakeway, Texas 78734



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Sep 09, 2021 04:24 PM Fee: \$34.00

2021202091

Electronically Recorded

**MANAGEMENT CERTIFICATE FOR
ROUGH HOLLOW SOUTH SHORE II MASTER COMMUNITY, INC.
TRAVIS COUNTY**

STATE OF TEXAS §
COUNTY OF TRAVIS §

1. **Name of Subdivision:** Rough Hollow South Shore II
2. **Name of Association:** Rough Hollow South Shore II Master Community, Inc.
3. **Recording Data for Subdivision:** See Exhibit "A"
4. **Recording Data for Declaration:** See Exhibit "A"
5. **Name and mailing address of Association:** Rough Hollow South Shore II Master Community, Inc., 5316 W Hwy 290 Service Road, Suite 100, Austin, TX 78735.
6. **The Association's designated representative is:** FirstService Residential Austin, LLC, 5316 W Hwy 290 Service Road, Suite 100, Austin, TX 78735; 512-266-6771 Office;
Email: Austin@fsresidential.com
Community Website: <https://roughhollowii.connectresident.com/>
7. **Transfer Fee:** There is a transfer fee in the amount of **\$350.00**, and a \$200.00 working cap fee, and a \$375 resale package collected at closing from the buyer.
8. **Other information the Association considers appropriate for the governing, administration or operation of the subdivision and Association:** See Exhibit "A"

Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for the Rough Hollow South Shore II Master Community, Inc., as well as performing a physical inspection of the property and common areas, prior to purchase. This Management Certificate does not purport to identify every publicly recorded document affecting the Subdivision. No person should rely on this Management Certificate for anything other than for identifying and contacting the Association.

ROUGH HOLLOW SOUTH SHORE II MASTER COMMUNITY, INC.

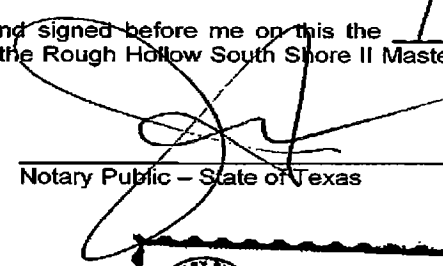
By: 

Print Name: Gerry Poe

Print Title: Managing Agent

STATE OF TEXAS §
COUNTY OF TRAVIS §

21 This instrument was acknowledged and signed before me on this the 1 day of September 2021 by Gerry Poe, the Managing Agent of the Rough Hollow South Shore II Master Community, Inc., on behalf of the Association.


Notary Public – State of Texas

After Recording Return To:
FirstService Residential Austin, LLC
5316 W US HWY 290 Service Road, Ste 100
Austin, TX 78735

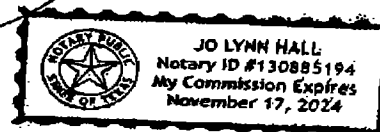


EXHIBIT "A"

Rough Hollow South Shore II Master Community, Inc. a subdivision located in Travis County, Texas, and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the Rough Hollow South Shore II Master Community, Inc. which sections were originally encumbered by dedicatory instruments filed of record in Travis County, Texas as follows:

Recording Date	Filed Document	Recording Information
01/15/2020	1 st Amendment to bylaws	2020006638
02/21/2006	2 nd Amendment termination to Declaration	2006029289
05/18/2007	3 rd Amendment to Master Declaration	2007090795
02/17/2006	2 nd Amendment to Master Declaration	2006028955
07/23/2009	4 th Amendment to Master Declaration	2009124377
09/21/2009	5 th Amendment to Master Declaration	2009159181
08/30/2012	6 th Amendment to Master Declaration	2012145034
09/19/2017	7 th Amendment to Master Declaration	2017149988
07/03/2021	8 th Amendment to Master Declaration	2021124138
05/18/2007	Adoption of Working Capital	2007090796
11/13/2017	Assignment of Declarants Rights (South Shore)	2017179698
12/30/2011	Community Manual	2011191935
02/27/2008	Design Guidelines	2008029977
06/03/2021	MACC Appt of Sub Committee members	2021124129
07/16/2007	Management Certificate	2007129839
09/29/2005	Master Covenant	2005181058
02/01/2006	Notice of Additional Land	2006018119
02/27/2008	Sect. 1 Design Guidelines	2008029977
04/27/2007	Sect. 1 Notice of Applicability	2007075927
10/18/2010	Sect. 2 Amendment to Design Guidelines	2010154510
07/01/2009	Sect. 2 Design Guidelines Variance Sq ft	2009110536
09/14/2007	Sect. 2 Notice of Applicability	2007171905
04/12/2012	Sect. 2 Notice of Service area Designation	2012056668
11/20/2014	Sect. 3 Amended and Restated Guidelines	2014174064
11/06/2013	Sect. 3 Lot 1 Amendment to DAD	2013201253
07/19/2013	Sect. 3 Lot 1 Design Guidelines	2013134661
11/20/2014	Sect. 3 Lot 1 Design Guidelines variance Sq ft	2014174063
07/19/2013	Sect. 3 Lot 1 DAD	2013134660
07/19/2013	Sect. 3 Lot 1 Notice of Applicability	2013134375
12/07/2006	Sect. 5 1 st Amendment to DAD	2006234288
07/23/2009	Sect. 5 1 st Amendment to Design Guidelines	2009124378
02/17/2006	Sect. 5 Design Guidelines	2006028952
02/17/2006	Sect. 5 DAD	2006028951
02/17/2006	Sect. 5 Notice of Applicability	2006028709
11/14/2006	Sect. 7 1 st Amendment to DAD	2006220032
04/07/2009	Sect. 7 Deed without Warranty	200900043

02/17/2006	Sect. 7 Design Guidelines	2006028954
02/17/2006	Sect. 7 DAD	2006028953
08/07/2008	Sect. 7 Variance Lot 11A Block C	2018125176
06/27/2006	Sect. 10 1 st Amendment to Design Guidelines	2006034404
02/17/2006	Sect. 10 Design Guidelines	2006028950
02/17/2006	Sect. 10 DAD	2006028949
02/17/2006	Sect. 10 Notice of Applicability	2006028708
02/27/2006	Sect. 10 Temporary Easement Agreement	2006034403
09/26/2011	Amended RePlat Address Plat	201100156
09/05/2006	Original Address Plat	200600276
09/26/2011	Section 1 – RH 2011	201100156
07/02/2020	Amended Plat of Lots 18-19 Block A Rough Hollow Section 2	202000138
09/05/2006	RH Sec 2 Recorded plat	200600277
09/05/2006	Section 2 Full Recorded Plat	200600277
09/05/2006	Section 2 Street Address Plat	200600277
09/29/2005	Section 5A	200500237
10/09/2006	Section 5C	200600312
02/09/2007	Section 7 Amended Plat	200700036
09/29/2005	RH Sec 10 Plat	200500239
09/29/2005	RH Sec 10 Resub Sh 1 of 3	200500238

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jan 09, 2025 03:45 PM Fee: \$29.00

2025002576

Electronically Recorded

**AMENDED AND RESTATED ROUGH HOLLOW SOUTH SHORE II MASTER COMMUNITY, INC.
INFORMATION STATEMENT REGARDING MANDATORY MEMBERSHIP IN
ROUGH HOLLOW YACHT CLUB AND MARINA**

The name of the subdivision is: Rough Hollow South Shore II
The name of the Association is: Rough Hollow South Shore II Master Community, Inc.
The name of the Yacht Club and Marina is: Rough Hollow Yacht Club & Marina

This *Amended and Restated Rough Hollow South Shore II Master Community, Inc. Information Statement Regarding Mandatory Membership in Rough Hollow Yacht Club and Marina* (this "A&R Notice") amends and restates in its entirety that certain document recorded as Document No. 2024016490 in the Official Public Records of Travis County, Texas.

All prospective purchasers of lots within Rough Hollow South Shore II, which are subject to that certain Rough Hollow South Shore II Master Covenant, recorded as Document No. 2009056508 in the Official Public Records of Travis County, Texas (as amended from time to time, collectively, the "Master Covenant"), are hereby notified by Rough Hollow Yacht Club, Ltd., a Texas limited partnership (the "Marina Owner") as follows:

- 03-ctgy. CB. VL
1. All lots within Rough Hollow South Shore II and/or subject to the Master Covenant are subject to mandatory membership in the Rough Hollow Yacht Club & Marina.
 2. At the time of purchase, a lot may be subject to a lien for assessments and other sums previously unpaid by the prior owner(s) of such lot, including attorneys' fees, interest, and other charges.
 3. The Marina Owner is authorized to charge a transfer fee of \$1,500.00 for the sale of any lot, which fee is payable by the buyer at the closing of such lot. Such transfer fee is subject to change from time to time in the Marina Owner's discretion. All closing officers are asked to contact the Marina Owner to request information on the Rough Hollow Yacht Club & Marina and to obtain the Fee Information Sheet to confirm the current transfer fee.
 4. Until changed by notice recorded in the Official Public Records of Travis County, Texas, the address, telephone number, and email address of the Marina Owner for purposes of obtaining copies of documents and information regarding delinquent sums owed to the Marina Owner by lot owners, are as follows:

Rough Hollow Yacht Club, Ltd.
Attention: Alex Broat, General Manager
105 Yacht Club Cove
Lakeway, Texas 78734
Phone: 512-261-2288
Email: info@roughhollowyachtclubandmarina.com

[SIGNATURE PAGE FOLLOWS]

This A&R Notice is executed to be effective as of the 1st day of January, 2025.

MARINA OWNER:

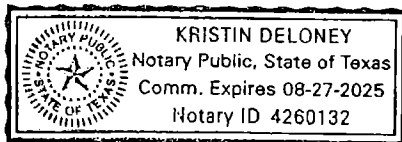
ROUGH HOLLOW YACHT CLUB, LTD.,
a Texas limited partnership

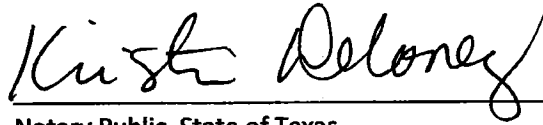
By: 
Haythem Dawlett, Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 2nd day of January, 2025, by Haythem Dawlett, Vice President of Rough Hollow Yacht Club, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[seal]




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Alex Broat, General Manager
105 Yacht Club Cove
Lakeway, Texas 78734

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Dec 03, 2020 03:13 PM Fee: \$42.00

2020234606

Electronically Recorded

AFTER RECORDING RETURN TO:

Bill Flickinger
Willatt & Flickinger, PLLC
12912 Hill Country Boulevard, Ste. F-232
Austin, Texas 78738

**ROUGH HOLLOW SOUTH SHORE
[WATERS EDGE]**

[ROUGH HOLLOW SECTION 7A & SECTION 7B]

**SECOND AMENDMENT TO
DEVELOPMENT AREA DECLARATION**

Travis County, Texas

CB/BR

03-CTSY AC

DECLARANT: RH LAKEWAY DEVELOPMENT, LTD., a Texas limited partnership, by assignment recorded as Document No. 2017179698, Official Public Records of Travis County, Texas

Cross reference to Master Declaration of Covenants, Conditions and Restrictions for Rough Hollow South Shore, recorded as Document No. 2005181058 in the Official Public Records of Travis County, Texas, that certain Rough Hollow South Shore [Waters Edge] Development Area Declaration, recorded as Document No. 2006028953, Official Public Records of Travis County, Texas and that certain Rough Hollow South Shore [Waters Edge] First Amendment to Development Area Declaration, recorded as Document No. 2006220032, Official Public Records of Travis County, Texas.

**SECOND AMENDMENT TO DEVELOPMENT AREA DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ROUGH HOLLOW SOUTH SHORE
[WATERS EDGE]**

This Second Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Rough Hollow South Shore [Waters Edge] (the "Amendment") is made by RH LAKEWAY DEVELOPMENT, LTD., a Texas limited partnership ("Declarant"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Rough Hollow South Shore [Waters Edge] Development Area Declaration, recorded under Document No. 2006028953, Official Public Records of Travis County, Texas (the "Development Area Declaration") and that certain First Amendment to Development Area Declaration, recorded under Document No. 2006220032, Official Public Records of Travis County, Texas (the "First Amendment to DAD").

B. *Section 9.02* of the Development Area Declaration provides that the Development Area Declaration may be amended by the Declarant, acting alone, by recording in the Official Public Records of Travis County, Texas an instrument setting forth the amendment executed and acknowledged by the Declarant.

C. The Declarant desires to amend the Development Area Declaration as set forth more fully herein.

NOW, THEREFORE, Declarant hereby amends and modifies the Development Area Declaration as follows:

1. Sections 2.14, 2.15 and 2.16 are hereby deleted and replaced in their entirety with the following new Sections 2.14, 2.15 and 2.16:

"2.14 Unsightly Articles; Vehicles.

No article deemed to be unsightly by the Master Architectural Control Committee or the Board shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no

lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Development Area except within fully enclosed structures or appropriately screened from view as approved by the Master Architectural Control Committee. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are dilapidated, inoperable or do not have a current license registration tag and inspection tag shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares or to be parked on any roadway with the Development Area.

No garage may be permanently enclosed or otherwise used for habitation unless approved in advance by the Master Architectural Control Committee.

2.15 On Street Parking.

(A) General Restrictions. Except as otherwise specifically allowed by this Development Area Declaration, no vehicle may be parked on any road or street within the Development Area:

- (1) between the hours of midnight and 7:00 a.m.;
- (2) in violation of any local or state law;
- (3) in a manner which blocks or prevents the safe passage of other vehicles, including, without limitation, emergency vehicles or trash trucks; or
- (4) for more than two (2) hours per twenty-four (24) hour period.

(B) Residents. Residents may not park their vehicles on the any road or street in the Development Area at any time except when the resident's driveway is temporarily blocked by guests or invitees, or when visiting another resident within the Development Area.

(C) Guests and Invitees.

(1) Guests and invitees are expected to park in the driveway of the resident they are visiting. In the event the resident's driveway cannot reasonably accommodate the guest's or invitee's vehicle, and the guest or invitee must park on the road or street and shall park in front of the resident's home. If there are multiple guests or invitees at any given time, the provisions under paragraph (3) below must be followed.

(2) Service Providers. Vehicles belonging to

service providers actively engaged in home repair, renovation, or remodeling projects may be parked on a road or street in the Development Area for so long as the repair, renovation, or remodeling reasonably continues. Such vehicles shall be parked in front of the Lot they are servicing to the extent space is available.

(3) Large Event Guests. A resident who is planning a gathering such as a party, or other event to which guests will be invited, shall, at least 72 hours prior to such event, ask the manager for the Association to send an email to residents with prior notice of the event to the email addresses provided by residents to the manager. Residents are encouraged to provide current email addresses to the manager for this purpose if they wish to receive advance notice of large events. Notwithstanding the preceding restrictions on parking, for such an event and only during the event, it is permissible for guests to park their vehicles on a road or street in the Development Area in a manner that does not block or prevent safe passage of other vehicles.

2.16 Mobile Homes, Campers, Travel Trailers and Recreational Vehicles. Mobile homes, campers, travel trailers and recreational vehicles shall not be used as a residence, either temporary or permanent at any time. Subject to the restrictions in Section 2.15 (A) and (B) above, Mobile homes, campers, travel trailers and recreational vehicles may only be parked on a Lot or on the road or street immediately in front of the vehicle owner's Lot (or the Lot being visited) for no more than twelve (12) hours during any thirty (30) day period."

2. Section 9.02 is hereby deleted and replaced in its entirety with the following new

Section 9.02:

"9.02 (A) Amendment by Board. Notwithstanding anything to the contrary contained in this Declaration, the Board shall have the right at any time, with the consent of a majority of the Members as evidenced by a duly called vote of the Members, to amend this Declaration by an instrument in writing duly signed, acknowledged by the Board and filed for record in the Official Public Records of Travis County, Texas.

(B) Amendment by the Members. This Declaration may also be amended by an instrument in writing signed by Members having not less than two-thirds (2/3rds) of the total votes in the Association that may be cast thereupon, but no such amendment shall be effective until a written notice thereof is duly recorded in the Official Public Records of Travis County, Texas.

(C) Amendment by Declarant. Until the Declarant no longer owns any portion of the Development, this Declaration may also be amended by the Declarant acting alone."

3. Miscellaneous: Any capitalized terms used and not otherwise defined herein shall have the meetings set forth in the Development Area Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Development Area Declaration remain in full force and effect as written and are ratified and confirmed.

EXECUTED to be effective the 30th day of November, 2020.

DECLARANT:

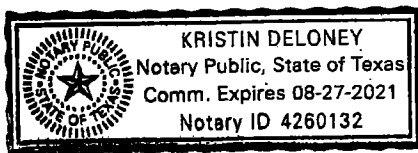
RH LAKEWAY DEVELOPMENT, LTD., a
Texas Limited partnership

By: RH Lakeway Development GP, LLC, a
Texas Limited Liability Company, General
Partner

By: WJH
William Hayes, Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of November, 2020, by William Hayes, Vice President of RH Lakeway Development GP, LLC, a Texas limited liability company, general partner of RH Lakeway Development, Ltd., a Texas Limited Partnership, on behalf of said corporation and limited partnership.



Kristin Deloney
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Feb 15, 2024 01:59 PM Fee: \$29.00

2024016491

Electronically Recorded

**AMENDED AND RESTATED LAKEWAY ROUGH HOLLOW SOUTH COMMUNITY, INC. INFORMATION
STATEMENT REGARDING MANDATORY MEMBERSHIP IN ROUGH HOLLOW YACHT CLUB AND MARINA**

The name of the subdivision is: Rough Hollow South Shore I
The name of the Association is: Lakeway Rough Hollow South Community, Inc.
The name of the Yacht Club and Marina is: Rough Hollow Yacht Club & Marina

This Amended and Restated Lakeway Rough Hollow South Community, Inc. Information Statement Regarding Mandatory Membership in Rough Hollow Yacht Club and Marina (this "A&R Notice") amends and restates in its entirety that certain document recorded as Document No. 2010044993 in the Official Public Records of Travis County, Texas.

All prospective purchasers of lots within Rough Hollow South Shore I, which are subject to that certain Master Declaration of Covenants, Conditions and Restrictions – Rough Hollow South Shore, recorded as Document No. 2005181058 in this Official Public Records of Travis County, Texas (as amended from time to time, collectively, the "Master Declaration") are hereby notified by Rough Hollow Yacht Club, Ltd., a Texas limited partnership (the "Marina Owner") as follows:

- 03-City - C.A.L.
1. All lots within Rough Hollow South Shore I and/or subject to the Master Declaration are subject to mandatory membership in the Rough Hollow Yacht Club & Marina.
 2. At the time of purchase, a lot may be subject to a lien for assessments and other sums previously unpaid by the prior owner(s) of such lot, including attorneys' fees, interest, and other charges.
 3. The Marina Owner is authorized to charge a transfer fee of \$1,250.00 for the sale of any lot, which fee is payable by the buyer at the closing of such lot. Such transfer fee is subject to change from time to time in the Marina Owner's discretion. All closing officers are asked to contact the Marina Owner to request information on the Rough Hollow Yacht Club & Marina and to obtain the Fee Information Sheet to confirm the current transfer fee.
 4. Until changed by notice recorded in the Official Public Records of Travis County, Texas, the address, telephone number, and email address of the Marina Owner for purposes of obtaining copies of documents and information regarding delinquent sums owed to the Marina Owner by lot owners, are as follows:

Rough Hollow Yacht Club, Ltd.
Attention: Alex Broat, General Manager
105 Yacht Club Cove
Lakeway, Texas 78734
Phone: 512-261-2288
Email: info@roughhollowyachtclubandmarina.com

[SIGNATURE PAGE FOLLOWS]

This A&R Notice is executed to be effective as of the 1st day of January, 2024.

MARINA OWNER:

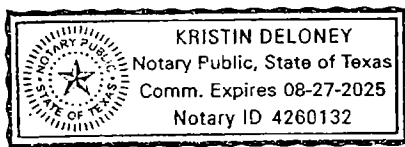
ROUGH HOLLOW YACHT CLUB, LTD.,
a Texas limited partnership

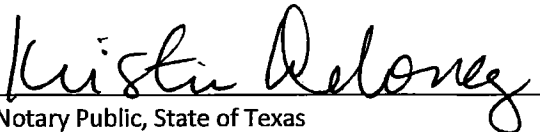
By: 
Haythem Dawlett, Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 8th day of February, 2024,
by Haythem Dawlett, Vice President of Rough Hollow Yacht Club, Ltd., a Texas limited partnership, on
behalf of said limited partnership.

[seal]




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Alex Broat, General Manager
105 Yacht Club Cove
Lakeway, Texas 78734



OTHER

2006071643

3 PGS

**AFTER RECORDING RETURN TO:**

Robert D. Burton
Armbrust & Brown, L.L.P.
100 Congress Ave., Suite 1300
Austin, Texas 78701

ROUGH HOLLOW SOUTH SHORE

APPOINTMENT OF MEMBERS OF MASTER ARCHITECTURAL CONTROL COMMITTEE

Declarant: ROUGH HOLLOW DEVELOPMENT, LTD., a Texas limited partnership, by assignment recorded as Document No. 2006025177, Official Public Records of Travis County, Texas

Cross reference to Article 6, Section 6.02(a) of that certain **Master Declaration of Covenants, Conditions and Restrictions – Rough Hollow South Shore**, recorded as Document No. 2005181058, Official Public Records of Travis County, Texas, as amended.

ROUGH HOLLOW SOUTH SHORE
APPOINTMENT OF MASTER ARCHITECTURAL CONTROL COMMITTEE MEMBERS

Pursuant to Article 6, Section 6.02(a) of that certain Master Declaration of Covenants, Conditions and Restrictions - Rough Hollow South Shore, recorded as Document No. 2005181058, Official Public Records of Travis County, Texas, as amended (the "Declaration"), **ROUGH HOLLOW DEVELOPMENT, LTD.**, a Texas limited partnership, as Declarant under the terms and provisions of the Declaration, has the right to appoint and remove (with or without cause) all members of the Master Architectural Control Committee.

Declarant hereby appoints the following individuals to the Master Architectural Control Committee established pursuant to the terms and provisions of the Declaration:

Haythem Dawlett

Joseph A. DiQuinzio, Jr.

Joe Longton

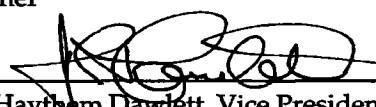
The individuals appointed hereby are the only members of the Master Architectural Control Committee. All prior appointments are hereby revoked.

EXECUTED TO BE EFFECTIVE on the 22nd day of February, 2006.

DECLARANT:

ROUGH HOLLOW DEVELOPMENT, LTD., a
Texas limited partnership

By: JHLV GP, Inc., a Texas corporation, General
Partner

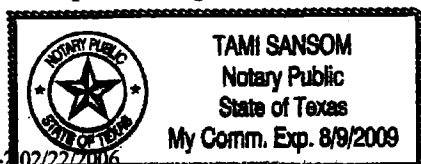
By: 
Haythem Dawlett, Vice President

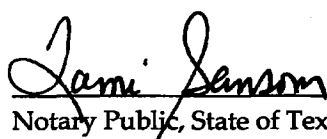
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17 day of April, 2006, by Haythem Dawlett, Vice President of JHLV GP, Inc., a Texas corporation, general partner of Rough Hollow Development, Ltd, a Texas Limited Partnership, on behalf of said corporation and limited partnership..

[seal]




Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Apr 20 11:14 AM 2006071643

BENAVIDESV \$24.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Feb 15, 2024 01:59 PM Fee: \$29.00

2024016490

Electronically Recorded

**AMENDED AND RESTATED ROUGH HOLLOW SOUTH SHORE II MASTER COMMUNITY, INC.
INFORMATION STATEMENT REGARDING MANDATORY MEMBERSHIP IN
ROUGH HOLLOW YACHT CLUB AND MARINA**

The name of the subdivision is: Rough Hollow South Shore II
The name of the Association is: Rough Hollow South Shore II Master Community, Inc.
The name of the Yacht Club and Marina is: Rough Hollow Yacht Club & Marina

This *Amended and Restated Rough Hollow South Shore II Master Community, Inc. Information Statement Regarding Mandatory Membership in Rough Hollow Yacht Club and Marina* (this "A&R Notice") amends and restates in its entirety that certain document recorded as Document No. 2010045000 in the Official Public Records of Travis County, Texas.

All prospective purchasers of lots within Rough Hollow South Shore II, which are subject to that certain Rough Hollow South Shore II Master Covenant, recorded as Document No. 2009056508 in the Official Public Records of Travis County, Texas (as amended from time to time, collectively, the "Master Covenant"), are hereby notified by Rough Hollow Yacht Club, Ltd., a Texas limited partnership (the "Marina Owner") as follows:

- 03-2018253-06.111
City
1. All lots within Rough Hollow South Shore II and/or subject to the Master Covenant are subject to mandatory membership in the Rough Hollow Yacht Club & Marina.
 2. At the time of purchase, a lot may be subject to a lien for assessments and other sums previously unpaid by the prior owner(s) of such lot, including attorneys' fees, interest, and other charges.
 3. The Marina Owner is authorized to charge a transfer fee of \$1,250.00 for the sale of any lot, which fee is payable by the buyer at the closing of such lot. Such transfer fee is subject to change from time to time in the Marina Owner's discretion. All closing officers are asked to contact the Marina Owner to request information on the Rough Hollow Yacht Club & Marina and to obtain the Fee Information Sheet to confirm the current transfer fee.
 4. Until changed by notice recorded in the Official Public Records of Travis County, Texas, the address, telephone number, and email address of the Marina Owner for purposes of obtaining copies of documents and information regarding delinquent sums owed to the Marina Owner by lot owners, are as follows:

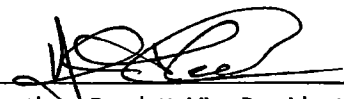
Rough Hollow Yacht Club, Ltd.
Attention: Alex Broat, General Manager
105 Yacht Club Cove
Lakeway, Texas 78734
Phone: 512-261-2288
Email: info@roughhollowyachtclubandmarina.com

[SIGNATURE PAGE FOLLOWS]

This A&R Notice is executed to be effective as of the 1st day of January, 2024.

MARINA OWNER:

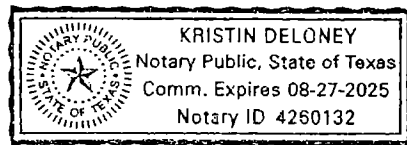
ROUGH HOLLOW YACHT CLUB, LTD.,
a Texas limited partnership

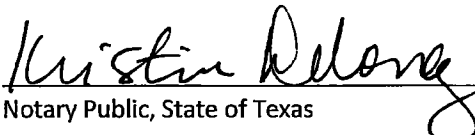
By: 
Haythem Dawlett, Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of February, 2024,
by Haythem Dawlett, Vice President of Rough Hollow Yacht Club, Ltd., a Texas limited partnership, on
behalf of said limited partnership.

[seal]




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Alex Broat, General Manager
105 Yacht Club Cove
Lakeway, Texas 78734