



PLATS

200500238

3 PGS

PLAT DOCUMENT # _____

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: RESUBDIVISION OF ROUGH HOLLOW
SECTION 10. LOTS 265-275, 278, 279, BLOCK C, AND 294-302, 305, 306, 312 AND
313, BLOCK F, AND A PORTION OF LOT 329

OWNERS NAME: LOS VENTANAS LAND PARTNERS, LTD.

RESUBDIVISION? YES ☒ NO ☐

ADDITIONAL RESTRICTIONS / COMMENTS:

NONE

RETURN:

CALL WHEN READY
COOK-STEINMAN/ JOHN
(512) 750-6953

PLAT FILE STAMP

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

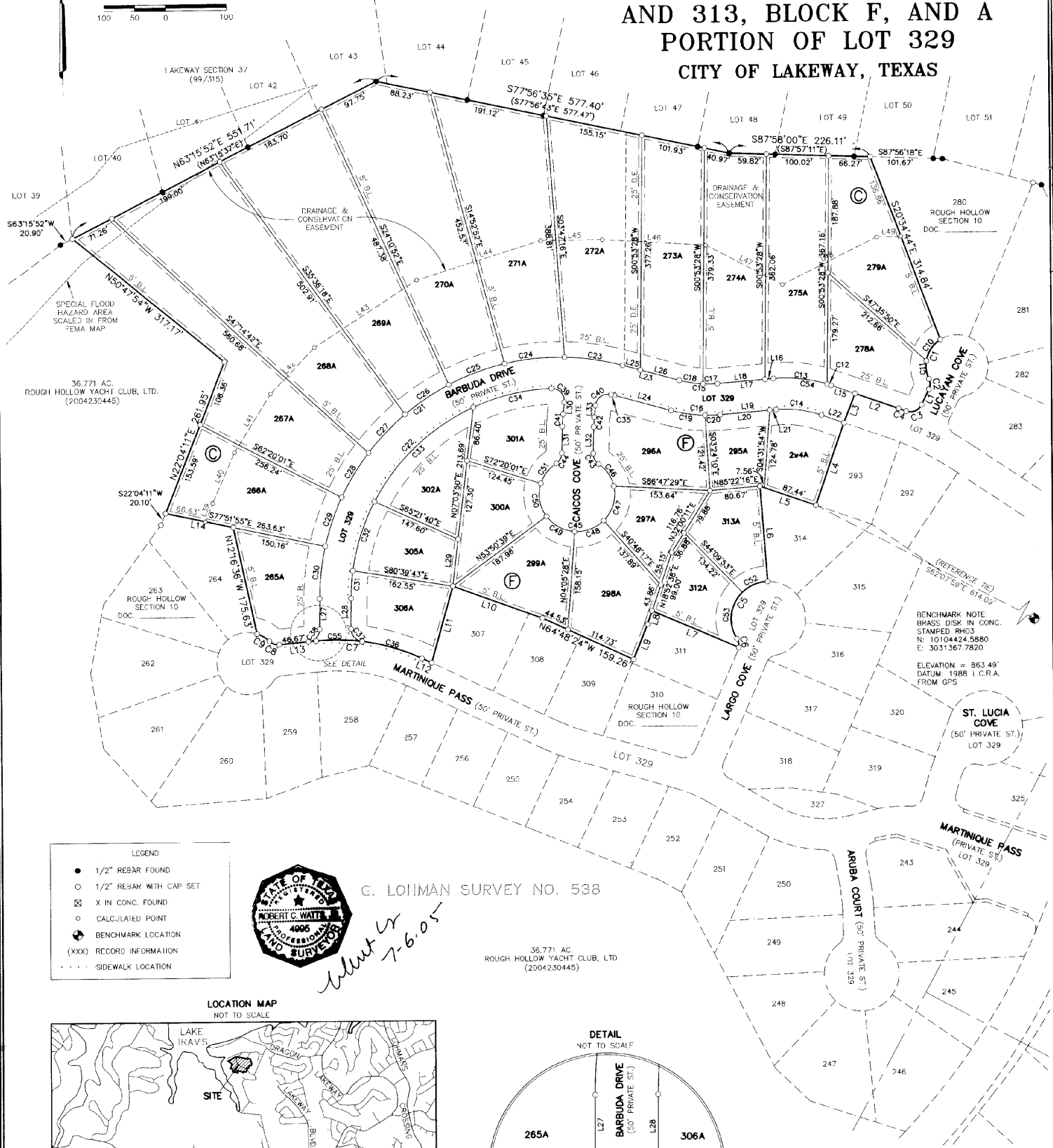
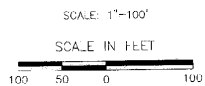
2005 Sep 29 02:27 PM 200500238

CRIDERL \$92.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

RESUBDIVISION OF ROUGH
HOLLOW SECTION 10, LOTS
265-275, 278, 279, BLOCK C,
AND 294-302, 305, 306, 312
AND 313, BLOCK F, AND A
PORTION OF LOT 329
CITY OF LAKEWAY, TEXAS



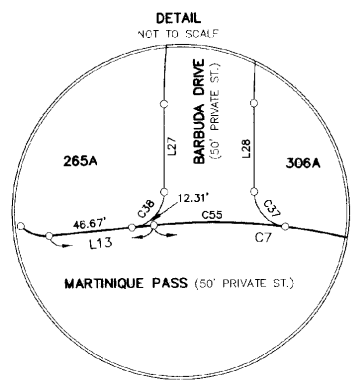
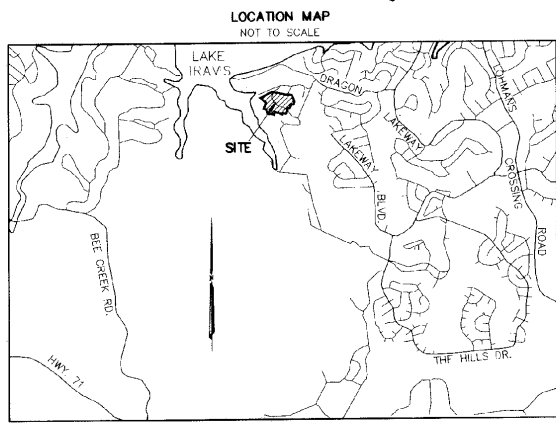
- LEGEND
- 1/2" REBAR FOUND
 - 1/2" REBAR WITH CAP SET
 - ⊗ X IN CONC. FOUND
 - CALCULATED POINT
 - ⊕ BENCHMARK LOCATION
 - (XXX) RECORD INFORMATION
 - SIDEWALK LOCATION



G. LOHMAN SURVEY NO. 538

Watt
7-6-05

36.771 AC.
ROUGH HOLLOW YACHT CLUB, LTD.
(2004230445)



Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Manchaca Rd., Building 1
Austin, Texas 78704
512 443-1724

PROJECT NO.:	014-120
DRAWING NO.:	014-120-PL10R
PLOT DATE:	07/06/05
PLOT SCALE:	1"=100'
DRAWN BY:	SF, COD
SHEET	01 OF 03

RESUBDIVISION OF ROUGH HOLLOW SECTION 10, LOTS 265-275, 278, 279, BLOCK C, AND 294-302, 305, 306, 312 AND 313, BLOCK F, AND A PORTION OF LOT 329 CITY OF LAKEWAY, TEXAS

State of Texas §
County of Travis §

That Las Ventanas Land Partners, Ltd., a Texas limited partnership, the undersigned owners of Lots 265-275, 278, 279, Block C, and 294-302, 305, 306, 312 and 313, Block F, and a portion of Lot 329 of Rough Hollow Section 10, a subdivision of record in Document No. 2004230439 of the Official Public Records of Travis County, Texas, consisting of 19.872 acres of land, being a portion of a 43.316 acre tract of land in the G. Lehman Survey No. 538, the C.E.P.I. & M. Survey No. 46, and the WN Davenport Sur. No. 445 of Travis County, Texas, conveyed to us by deed recorded in Document No. 2004230439 of the Official Public Records of Travis County, Texas, and shown on this plat and designated herein as "Resubdivision of Rough Hollow Section 10, Lots 265-275, 278, 279, Block C, and 294-302, 305, 306, 312 and 313, Block F, and a portion of Lot 329" of the City of Lakeway, Travis County, Texas, hereby re-subdivides said 19.872 acres of land to be known as "Resubdivision of Rough Hollow Section 10, Lots 265-275, 278, 279, Block C, and 294-302, 305, 306, 312 and 313, Block F, and a portion of Lot 329" and do hereby dedicate to the use of the public forever all parks, watercourses, drains, public easements, and public places thereon shown for the purposes and consideration therein expressed.

WITNESS MY HAND this 11th day of July, 2005.

Las Ventanas Land Partners, Ltd.

By:

JHLV GP, Inc., a Texas Corporation, its General Partner

By:

Haythem Dawlett, President of the General Partner
205 Wild Basin Road
Bldg. 3, Suite 200
Austin, Texas 78746
512-306-1444 t
512-306-1620 f

State of Texas §
County of Travis §

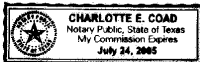
Before me, the undersigned authority, on this day personally appeared Haythem Dawlett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of July, 2005.

Charlotte E. Coad
Notary Public in and for the State of Texas.

My Commission Expires : 7/24/05

(seal)

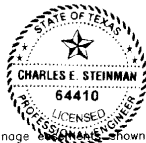


Engineer's Certification:

I, Charles E. Steinman the undersigned professional engineer in the State of Texas, do hereby certify that the exception of variances and agreement amendments requested, to the best of my knowledge the provisions contained on the plat comply with the subdivision ordinances and drainage policies adopted by the City of Lakeway in December of 1997, and Development Agreement dated November 1997, and other Federal, State, regulations in effect on this date.

Charles E. Steinman Dated: 7-6-05

Charles E. Steinman, P.E.
Registered Professional Engineer
Registration No. 64410
Cook-Steinman & Associates, Inc.
3018 N. Lomax, Suite 200
Austin, Texas 78705
512-454-6777 T 512-454-2999 F



The 100 year Floodplain is fully contained within the drainage easements shown hereon.

A portion of this subdivision is within a designated flood hazard area shown on FEMA map no. 48453c0365, dated June 16, 1993.

Surveyor's Certification:

I, the undersigned professional surveyor, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the notes, information, and provisions contained on this plat comply with the development ordinances adopted by the City of Lakeway, and was prepared from a survey made on the ground under my direct supervision.

Robert C. Watts, Jr. Dated: 7-6-05

Robert C. Watts, Jr.
Registered Professional Land Surveyor
Registration No. 4995
Chaparral Professional Land Surveying, Inc.
2807 Manchaca Road, Bldg. 1
Austin, Texas 78704
512-443-1724 T 512-441-6987 F



Certification by Travis County M.U.D. No. 11 :

The tract of land described on this plat is within the boundaries of Travis County M.U.D. No. 11 and has water and wastewater service available.

Dated: 7-25-05

Don Karges
Chairman of the Board
Travis County M.U.D. No. 11

Recommendation for Approval by the Zoning and Planning Commission :

This plat has been submitted to and considered by the Zoning and Planning Commission of the City of Lakeway, Texas and is hereby recommended for approval by the City Council.

Dated: 8-8-05

Don Karges
Chairperson
Zoning and Planning Commission

Approval by the City Council :

Approved and authorized for record by the City Council of the City of Lakeway Texas.

Dated: 8-5-2005

Steve Swann
Mayor, City of Lakeway, Texas

Carie Barber
City Secretary

Certification by Code Official:

This subdivision is within the City Limits of the City of Lakeway on this the 8th day of

August 2005
Carie Barber
Code Official
City of Lakeway, Texas



LOT SUMMARY

FAMILY LOTS: (26)
PRIVATE STREET
TOTAL

18.295 ACRES
1.667 ACRES
19.872 ACRES

BLOCK C

LOT 265A 0.456 AC.
LOT 266A 0.697 AC.
LOT 267A 1.116 AC.
LOT 268A 1.678 AC.
LOT 269A 1.514 AC.
LOT 270A 1.498 AC.
LOT 271A 1.312 AC.
LOT 272A 1.180 AC.
LOT 273A 0.872 AC.
LOT 274A 0.843 AC.
LOT 275A 0.829 AC.
LOT 278A 0.490 AC.
LOT 279A 0.709 AC.

BLOCK F

LOT 294A 0.328 AC.
LOT 295A 0.266 AC.
LOT 296A 0.532 AC.
LOT 297A 0.328 AC.
LOT 298A 0.498 AC.
LOT 299A 0.432 AC.
LOT 300A 0.384 AC.
LOT 301A 0.418 AC.
LOT 302A 0.408 AC.
LOT 305A 0.347 AC.
LOT 306A 0.391 AC.
LOT 312A 0.327 AC.
LOT 313A 0.346 AC.

CURVE TABLE

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	82°21'13"	50.00'	43.74'	71.87'	65.84'	S16°46'05"W
C2	49°59'41"	20.00'	9.33'	17.45'	16.90'	S00°35'19"W
C3	85°15'50"	20.00'	18.41'	29.76'	27.09'	S68°13'04"W
C4	1°26'53"	525.00'	6.63'	13.27'	13.27'	N69°52'27"W
C5	121°07'30"	60.00'	106.32'	126.84'	104.51'	S28°30'25"W
C6	41°50'43"	20.00'	7.65'	14.61'	14.28'	S11°07'58"E
C7	30°34'20"	325.00'	88.83'	173.42'	171.37'	N80°05'34"W
C8	49°59'41"	20.00'	9.33'	17.45'	16.90'	S70°22'53"E
C9	26°27'18"	50.00'	11.75'	23.09'	22.88'	N58°36'42"W
C10	48°29'27"	50.00'	22.52'	42.32'	41.06'	S33°41'58"W
C11	33°51'46"	50.00'	15.22'	29.55'	29.12'	S07°28'39"E
C12	1°49'39"	225.00'	3.59'	7.18'	7.18'	N71°30'43"W
C13	22°14'14"	225.00'	44.22'	87.32'	86.78'	N83°32'40"W
C14	24°03'53"	175.00'	37.30'	73.50'	72.96'	S82°37'50"E
C15	20°10'31"	175.00'	31.13'	61.62'	61.30'	S84°34'31"E
C16	20°10'31"	225.00'	40.03'	79.23'	78.82'	S84°34'31"E
C17	7°41'23"	175.00'	11.76'	23.49'	23.47'	N89°10'55"E
C18	12°29'08"	175.00'	19.14'	38.14'	38.06'	N80°43'50"W
C19	13°55'11"	225.00'	27.47'	54.66'	54.53'	S81°26'51"E
C20	61°52'00"	225.00'	12.30'	24.57'	24.55'	N88°27'54"E
C21	105°26'44"	385.00'	505.80'	708.54'	612.70'	S52°47'23"W
C22	88°06'23"	335.00'	324.11'	515.15'	465.87'	S44°07'13"W
C23	13°53'53"	385.00'	46.92'	93.39'	93.16'	N81°26'12"W
C24	14°26'58"	385.00'	48.81'	97.09'	96.84'	S84°23'23"W
C25	14°18'56"	385.00'	48.35'	96.19'	95.94'	S70°00'26"W
C26	12°40'46"	385.00'	42.77'	85.20'	85.03'	S56°30'35"W
C27	12°39'56"	385.00'	42.73'	85.11'	84.93'	S43°50'15"W
C28	12°26'25"	385.00'	41.96'	83.59'	83.43'	S31°17'04"W
C29	12°24'44"	385.00'	41.87'	83.40'	83.24'	S18°51'30"W
C30	12°35'07"	385.00'	42.45'	84.57'	84.40'	S06°21'35"W
C31	7°36'12"	335.00'	22.26'	44.46'	44.42'	N03°52'07"E
C32	19°59'04"	335.00'	59.02'	116.85'	116.25'	N17°39'45"E
C33	38°20'21"	335.00'	116.46'	224.16'	220.00'	N48°49'28"E
C34	22°10'46"	335.00'	65.66'	129.68'	128.87'	N77°05'01"E
C35	0°54'45"	335.00'	2.67'	5.34'	5.34'	S74°56'38"E
C36	17°37'54"	325.00'	50.40'	100.01'	99.62'	N73°37'21"W
C37	82°30'19"	20.00'	17.54'	28.80'	26.38'	S41°11'08"E
C38	84°33'15"	20.00'	18.18'	29.51'	26.91'	S42°20'39"W
C39	98°12'48"	20.00'	23.09'	34.28'	30.24'	S42°43'12"E
C40	98°12'48"	20.00'	23.09'	34.28'	30.24'	N55°29'36"E
C41	5°03'06"	225.00'	9.93'	19.84'	19.83'	S03°51'39"W
C42	5°03'06"	175.00'	7.72'	15.43'	15.42'	N03°51'39"E
C43	55°46'16"	20.00'	10.58'	19.47'	18.71'	S26°33'03"W
C44	55°46'16"	20.00'	10.58'	19.47'	18.71'	N29°13'14"W
C45	291°32'32"	60.00'	40.82'	305.30'	67.50'	S88°39'55"E
C46	47°09'28"	60.00'	23.13'	44.15'	43.16'	N33°21'26"W
C47	57°35'43"	60.00'	32.98'	60.31'	57.81'	N16°31'09"E
C48	48°46'27"	60.00'	27.20'	51.08'	49.55'	N69°42'14"E
C49	50°08'06"	60.00'	28.06'	52.50'	50.84'	S60°50'29"E
C50	53°26'25"	60.00'	30.20'	55.96'	53.96'	S09°03'14"E
C51	39°26'23"	60.00'	21.51'	41.30'	40.49'	S37°23'10"W
C52	43°14'03"	60.00'	23.78'	45.27'	44.21'	S67°27'09"W
C53	77°53'27"	60.00'	48.49'	81.57'	75.43'	S06°53'24"W
C54	24°03'53"	225.00'	47.96'	94.50'	93.81'	N82°37'50"W

NO.	BEARING	LENGTH
L1	S25°35'10"W	27.30'
L2	N70°35'54"W	73.29'
L3	S21°18'37"W	50.03'
L4	S19°24'06"W	140.00'
L5	N70°35'54"W	95.00'
L6	S04°19'11"E	154.01'
L7	N66°32'43"W	151.30'
L8	S18°07'40"W	22.74'
L9	S22°02'24"W	60.72'
L10	N69°59'06"W	153.88'
L11	S15°48'59"W	127.82'
L12	N64°48'24"W	17.32'
L13	S84°37'16"W	58.99'
L14	N77°51'55"W	113.48'
L15	N70°35'54"W	40.39'
L16	S85°20'13"W	13.70'
L17	S85°20'13"W	90.60'
L18	S85°20'13"W	76.90'
L19	N85°20'13"E	90.60'
L20	N85°20'13"E	80.32'
L21	N85°20'13"E	10.28'
L22	S70°35'54"E	38.72'
L23	N74°29'15"E	93.54'
L24	S74°29'15"E	93.54'
L25	N74°29'15"W	29.11'
L26	N74°29'15"W	64.43'
L27	S00°04'01"W	49.50'
L28	N00°04'01"E	49.72'
L29	N06°48'58"E	76.15'
L30	S06°23'12"W	19.04'
L31	S01°20'05"W	42.91'
L32	N01°20'05"E	42.91'
L33	N06°23'12"E	19.04'
L34	S79°45'55"E	1.05'
L35	N22°19'22"E	31.84'
L40	N24°20'47"E	89.41'
L41	N31°53'56"E	110.47'
L42	N43°50'16"E	102.28'
L43	N56°55'24"E	195.87'
L44	N72°55'39"E	210.17'
L45	N89°36'45"E	97.18'
L46	S86°22'43"E	165.36'
L47	S62°21'39"E	139.13'
L48	N63°40'10"E	168.56'
L49	N88°18'59"E	39.23'

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RESUBDIVISION OF ROUGH HOLLOW SECTION 10, LOTS 265-275, 278, 279, BLOCK C, AND 294-302, 305, 306, 312 AND 313, BLOCK F, AND A PORTION OF LOT 329

CITY OF LAKEWAY, TEXAS

Subdivision Plan Notes

- 1) Prior to the construction of subdivision improvements (paving and drainage), plans, details, and specifications shall be submitted to the City of Lakeway for review and approval.
- 2) The building of streets, roads and other public thoroughfares shown on this plan and any bridges or culverts necessary to be constructed or placed in such streets, roads or other public thoroughfares or in connection therewith, shall be the responsibility of the owner and/or developer of the tract of land covered by this plan in accordance with the plans and specifications prescribed by the City Council of the City of Lakeway, Travis County, Texas. The City of Lakeway does not assume any responsibility to build any of the streets, roads or other public thoroughfares shown on this plan or any bridges or culverts in connection therewith. The erection of traffic-control signs, such as speed limits, "STOP" and "YIELD" signs, etc. shall remain the responsibility of the Developer. All curb cuts, entrances and exits onto public streets or highways shall first be approved by the City of Lakeway, Texas.
- 3) Contour datum of this plan is from GPS observations from the LCRA Control Network, NAVD 1988.
- 4) Benchmarks for this subdivision are shown on sheet 1 herein.
- 5) Electric Utility service for this subdivision will be provided by PEC.
- 6) Plot Data: Total No. of Homes: 26
- 7) All signs shall comply with the sign ordinance in effect at the time of sign permit approval, or as otherwise provided for in the Development Agreement, as amended.
- 8) Public Sidewalks shall be constructed along roadways as indicated hereon and as required by the Preliminary Plan and the Development Agreement, as amended.
- 9) Commercial driveway locations shall be approved by the City of Lakeway.
- 10) Driveway grades shall be within the limits established by the City of Lakeway's Subdivision and Watershed/Site Development Ordinances, and as allowed by the Development Agreement, as amended.
- 11) Street Data: Barbuda Drive 1108 L.F.
Caicos Cove 194 L.F.
- 12) The construction of private roadways and subdivision drainage shall be in accordance with the Lakeway Subdivision Ordinance or as otherwise specified by the Development Agreement.
- 13) All private street right-of-way are also public utility easements (P.U.E).
- 14) Building setback lines shall be in conformance with current City of Lakeway regulations or as otherwise specified by the Development Agreement.
- 15) A fifteen foot (15') public utility easement is hereby dedicated adjacent to and along all street rights of way, and a five foot (5') public utility easement is hereby dedicated adjacent to and along side lot lines, for the purpose of the placement and maintenance of water, wastewater appurtenances, electrical, propane, and other related service stub-outs.
- 16) It is the intent of the Owner to request the full annexation of this subdivision by the City of Lakeway, coincident with the final platting process.
- 17) All governmental authorities, emergency services, utility company personnel, garbage collection contractors, etc. shall have full access to the subdivision via the private and public streets shown hereon.
- 18) Traffic control signs (stop signs, etc.) to be installed by the Developer will be located and determined as approved by the City of Lakeway Engineer and shall be indicated on the approved street construction plans for each subdivision.
- 19) All development in this subdivision shall be subject to all covenants, conditions, and restrictions, as amended from time to time, as recorded in Document No. ~~2005191056~~ **2005191056**

Watershed Notes

- 1) Erosion controls are required for all site construction in accordance with the Watershed Ordinance.
- 2) This subdivision is located in the Lake Travis watershed.
- 3) Cut of fill shall not exceed those limits specified by the Development Agreement, as amended, except where a variance is granted.
- 4) No fill shall be placed on any lot prior to issuance of a Watershed/Site Development Permit.
- 5) Within certain areas of this subdivision slopes exceed 15 percent as mapped on the Slope Mapping contained herein.
- 6) All development within this subdivision shall comply with the City of Lakeway's Watershed/Site Development Ordinance, and the Development Agreement, as amended.
- 7) Every lot in this subdivision is subject to the City of Lakeway's site clearance procedures. No site clearance, excavation, grading, or landfill shall commence unless a permit shall have first been issued for such work in accordance with the provisions of applicable ordinances and the Development Agreement. Impervious cover shall not exceed the maximum percentage permitted under the City Watershed/Site Development Ordinance and the Development Agreement, as amended.

Utility Notes

- 1) Water and wastewater systems serving this subdivision shall be designed in accordance with Travis County MUD No. 11 criteria. Plans and specifications for improvements shall be approved by Travis County MUD No. 11 prior to construction.
- 2) The electric utility has the right to cut trim trees and shrubbery and remove obstructions to the extent necessary to keep easements clear of obstructions.
- 3) No structure in this subdivision shall be occupied until connected to a public water and wastewater system.
- 4) INTENTIONALLY DELETED
- 5) Additional drainage, public utility or electric easement may be required to be made available by the owner to the City of Lakeway and utility companies as reasonably required for development of this subdivision. Reasonably access for all easements shall be provided.
- 6) Special Wastewater Service Note: Conditional upon the final finish floor elevation of individual lots, it is possible that certain lots in this subdivision could require installation of a private wastewater pump in order to access the public wastewater line. The installation, if required, of a private wastewater pump to service an individual lot shall be the responsibility of the lot owner, and not the responsibility of the Developer, City or wastewater provider.
- 7) INTENTIONALLY DELETED

Drainage Notes

- 1) All finish slab elevations in this subdivision shall be 1.0 foot minimum above the 100-year floodplain elevation.
- 2) The property owner is responsible for maintenance of all water quality facilities, stormwater detention ponds, on site drainage easements and roadside ditches in private street rights-of-way on the lot abutting the right-of-way once the lot abutting the right-of-way is developed. Maintenance shall be to the standards and specifications contained in the Watershed and Subdivision Ordinances, and as specified by the Development Agreement, as amended.
- 3) No development or construction shall take place on any lot until construction plans for site drainage and temporary water quality are approved by the City of Lakeway in accordance of the City's Subdivision and Watershed Ordinances.
- 4) Flood Hazard Federal Insurance Administration Map Panel No. 4845300365E dated June 16, 1993 indicate that a portion of the property shown hereon lies within a Special Flood Hazard area.
- 5) On-site stormwater detention is not required for this subdivision.
- 6) the 100-year floodplain is fully contained within the drainage easement shown hereon.
- 7) The owner of any lot receiving drainage from an adjacent property shall install the necessary improvements to convey the 100-year storm through the subject lot into the streets and drainage easements designated hereon.

General Notes

- 1) This project is subject to the terms and conditions of the "development agreement" between the City of Lakeway and the property owner, per City of Lakeway Resolution No. 97-11-17-3, as amended and said agreement and amendments are made a part hereto.
- 2) All open space lots and landscape lots will be owned and maintained by the property owners within this subdivision or their assigns.
- 3) Total linear feet of roadway = 1302 L.F.
- 4) INTENTIONALLY DELETED.
- 5) The City of Lakeway is under no obligation to accept green belt or park land dedications until all necessary trails and improvements have been completed, or as otherwise arranged by the City of Lakeway.
- 6) A license agreement shall be entered into between the developer and the City of Lakeway in coverage of landscaping within a city right-of-way.
- 7) INTENTIONALLY DELETED.
- 8) Travis County M.U.D. No. 11 shall provide water and wastewater service, and the developer shall install the infrastructure necessary, to comply with the fire flow requirements of the City of Lakeway and the Hudson Bend Fire Department /- Travis County ESD #6.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, Dana DeBeauvoir, Clerk of Travis County, Texas do hereby certify that the foregoing instrument of writing and its certificate of authentication was filed for record in my office on the 29 day of September, 2005 A.D. at 2:21 O'Clock P.M., duly recorded on the 29 day of September, 2005 A.D. at 2:21 O'Clock P.M., plat records of said County and State in Document Number 200500238 Official Public Records of Travis County.

Witness my hand and seal of office of the County Clerk, this 29 day of September, 2005 A.D.

Dana DeBeauvoir, County Clerk
Travis County, TexasR. HERRERA
Deputy

R. HERRERA

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SF, COD
SHEET
03 OF 03



11

**WAIVER OF SPECIAL APPRAISAL
FOR THE BENEFIT OF
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 11**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

This Waiver of Special Appraisal (this "**Waiver**") entered into as of the 7th day of February, 2006, for the benefit of Travis County Municipal Utility District No. 11, a body politic and corporate and a governmental agency of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution, and operating under Chapters 49 and 54 of the Texas Water Code (the "**District**"), by Rough Hollow Development, Ltd., a Texas limited partnership (the "**Developer**"), and First Horizon Home Loan Corporation, the first lienholder on the property within the District owned by Developer (the "**Lienholder**"), pursuant to Section 23.20, Texas Tax Code.

RECITALS

A. The District is created, organized, and exists for the purposes of the construction, acquisition, maintenance, and operation of a waterworks and sanitary sewer system for domestic and commercial uses and the construction, acquisition, maintenance, and operation of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide drainage for the District including the control of harmful excesses of waters.

B. In furtherance of its purposes, the District approved a project (the "**Project**") described in that certain Utility Construction Agreement between the District and Las Ventanas Land Partners, Ltd. (the "**Contract**"), and promised to purchase the Project from Developer when, as, and if the District sells its bonds (the "**Bonds**"), as described in the Contract. The Utility Construction Agreement between the District and Las Ventanas Land Partners, Ltd. has been assigned, in whole or in part, to Developer, which is the current legal owner of the property described on Exhibit "A" (the "**Property**") which is located within the boundaries of the District.

C. Developer, as owner of the Property which is to be benefited by the Project, desires the District to acquire all or a portion of the Project with the proceeds from the sale of the Bonds. The District desires to acquire the Project and reimburse Developer for certain costs relating to the Project, as set forth in the Contract, subject to execution of this Waiver, and other conditions described more fully in the Contract.

D. The parties acknowledge that: (i) a tax base within the District based on the full appraised market value of the Property is required to generate the necessary ad valorem tax revenues to effectively service the District debt to be incurred in connection with the sale of the Bonds, and (ii) the election by Developer, its successors or assigns, to claim agricultural, open space, or timberland exemptions, or inventory valuation or a right to use any other mechanism now available or to be made available under Texas laws for the reduction of ad valorem tax liability to the District with respect to real property (these exemptions, valuations, and rights

being referred to collectively as the "**Tax Exemptions**") for the Property or any land, homes, or buildings which Developer now owns or may hereafter acquire within the District (the "**After-Acquired Property**") would be detrimental to this tax base and would significantly impair the ability of the District to meet its debt obligations under the Bonds.

E. The Texas Commission on Environmental Quality (the "**Commission**") will require that Developer and the Lienholder waive their rights to a special appraisal provided by Subchapter C, D, E, F, or G of Chapter 23 of the Texas Tax Code as to the District's taxing jurisdiction prior to approval of the issuance of the Bonds, under authority granted the Commission in Section 23.20(e), Texas Tax Code.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits of this Waiver and the Contract, Developer hereby contracts, agrees, and covenants as follows:

Section 1. Waiver of Tax Exemptions. Developer and the Lienholder, on behalf of themselves, their successors and assigns, (i) irrevocably waive their right to claim any of the Tax Exemptions with respect to the Property and any After-Acquired Property for a period of 30 years, beginning on the date hereof, as to the taxing jurisdiction of the District; (ii) pledge to file this Waiver with the Chief Appraiser of the Travis County Appraisal District within 10 days; and (iii) covenant that they will not claim any special appraisal without approval of the District's Board of Directors upon a finding that a revocation of this Waiver will not materially impair the contractual, bond, or other debt obligations of the District payable from property taxes to which the Property is subject, and written authorization of the Commission. Developer and the Lienholder acknowledge that they may have the right under Article 8 of the Texas Constitution to assert some or all of the Tax Exemptions that they are waiving, and Developer and the Lienholder agree that they are estopped from claiming these Tax Exemptions while this Waiver remains in effect with regard to the ad valorem taxes imposed by the District. This Waiver does not constitute a waiver of Tax Exemptions with regard to any taxing jurisdiction other than the District.

Section 2. Disclosure of Lienholder. Developer represents that the Lienholder is the only lienholder on the Property.

Section 3. Reliance of District on Waiver. Developer has induced the District to issue the Bonds based, in significant part, on the covenants made by Developer hereunder and the District has agreed to issue the Bonds in reliance upon these covenants.

Section 4. Covenants to Run with Land; After-Acquired Property. The terms of this Waiver are restrictive covenants encumbering and running with the Property and are binding upon Developer and the Lienholder, and their respective successors and assigns. In particular, each purchaser of the Property will, upon its purchase, waive its rights to claim any of the Tax Exemptions with respect to the District's ad valorem taxing jurisdiction over the Property (or any portion of it) while this Waiver remains in effect. Moreover, if Developer becomes record owner of any After-Acquired Property during the term of this Waiver, or if the Lienholder becomes

owner or lienholder with regard to any After-Acquired Property, then Developer and the Lienholder, on behalf of themselves, their successors and assigns, waive their rights to claim any of the Tax Exemptions with respect to this After-Acquired Property to the same extent as a waiver is made with respect to the Property.

Section 5. Enforceability. These covenants and restrictions binding the Property and the After-Acquired Property are enforceable only by the District and its successors and assigns.

Section 6. Termination. This Waiver will continue in full force and effect until the District approves a revocation by official action of its Board of Directors, upon a finding by the Board that the revocation will not materially impair the contractual, bond, or other debt obligation of the District wholly or partly payable from property taxes to which the Property is subject, and on written authorization of the Commission.

Section 7. Severability. Every provision of this Waiver is intended to be severable. If any term or provision of this Waiver is declared to be illegal or invalid for any reason by a court of competent jurisdiction, this illegality or invalidity will not affect the balance of its terms and provisions, which will remain binding and enforceable, it being the intent of the parties to give full force and effect to the agreements under this Waiver to the maximum extent permitted by law.

Section 8. Headings. The section headings are included in this instrument for convenience and reference only, and do not affect the substantive provisions of this Waiver.

* * *

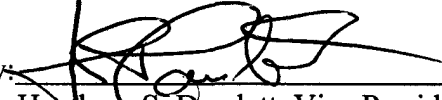
[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Waiver in multiple counterparts, each of equal dignity, as of the date and year set forth above.

DEVELOPER:

ROUGH HOLLOW DEVELOPMENT, LTD., a Texas limited partnership

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

By: 
Haythem S. Dawlett, Vice President

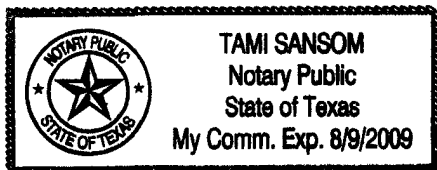
LIENHOLDER

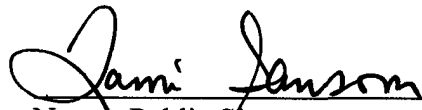
FIRST HORIZON HOME LOAN CORPORATION

By: 
Name: Ryan O'Connor
Title: Vice President
Date: 2/3/06

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the 6 day of February, 2006, by Haythem S. 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 partnership and said corporation.



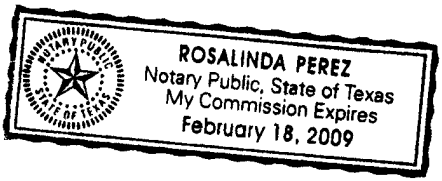

Notary Public Signature

THE STATE OF TEXAS

COUNTY OF Harris

§
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This instrument was acknowledged before me the 3 day of February, 2006,
by Ryan O'Connor, Vice President of First Horizon Home Loan
Corporation, a Kansas, on behalf of the corporation.



Rosalinda P.
Notary Public Signature

TRACT 1: All of ROUGH HOLLOW PHASE ONE, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200500091 of the Official Public Records of Travis County, Texas.

TRACT 2: All of ROUGH HOLLOW SECTION 5A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200500237 of the Official Public Records of Travis County, Texas.

TRACT 3: All of ROUGH HOLLOW SECTION 5B, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200500236 of the Official Public Records of Travis County, Texas.

TRACT 4: All of ROUGH HOLLOW SECTION 7A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200500235 of the Official Public Records of Travis County, Texas.

TRACT 5: All of ROUGH HOLLOW SECTION 7B, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200500234 of the Official Public Records of Travis County, Texas.

TRACT 6: Lot(s) 286 and 287, Block "A", Lot(s) 243-264, 280-285 and 328, Block "C", Lot(s) 288-293, 307-311 and 314-327, Block "F", and that portion of Lot 329, (No Block), not included in the Resubdivision Plat, ROUGH HOLLOW SECTION 10, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200500239 of the Official Public Records of Travis County, Texas.

TRACT 7: Lot(s) 265A-275A and 278A-279A, Block "C", Lot(s) 294A-302A, 305A-306A, and 312A-313A, Block "F", and Lot 329, (No Block), RESUBDIVISION OF ROUGH HOLLOW SECTION 10, LOTS 265-275, 278, 279, BLOCK C AND 294-302, 305, 306, 312 AND 313, BLOCK F, AND A PORTION OF LOT 329, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200500238 of the Official Public Records of Travis County, Texas.

**ROUGH HOLLOW
PERIMETER DESCRIPTION**

A DESCRIPTION OF 20.314 ACRES, CONSISTING OF:

A PORTION OF TRACT A-29, BEING THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE C.E.P.I. & M. CO. SURVEY NO. 46, THE C.E.P.I. & M. CO. SURVEY NO. 47, THE G. LOHMAN SURVEY NO. 538 AND THE WML DAVENPORT SURVEY NO. 445, TRAVIS COUNTY, TEXAS;

A PORTION OF TRACT A-34, BEING THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 13.118 ACRES, MORE OR LESS, SITUATED IN THE C.E.P.I. & M. CO. SURVEY NO. 47 AND THE G. LOHMAN SURVEY NO. 538, TRAVIS COUNTY, TEXAS;

ALL CONVEYED TO COMMERCIAL LAKEWAY LIMITED PARTNERSHIP IN A SPECIAL WARRANTY DEED DATED JULY 31, 1998 AND RECORDED IN VOLUME 13241, PAGE 436 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 20.314 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found for the southeast corner of Lot 54, Block A, Lakeway Section 37, a subdivision of record in Volume 99, Page 315 of the Plat Records of Travis County, Texas, on the east right-of-way line of Lake Estates Drive, an 60-foot wide right-of-way, being also on the east right-of-way line of Rough Hollow Drive, an 60-foot wide right-of-way;

THENCE, with the east right-of-way line of said Rough Hollow Drive and across said Tract A-29, the following six (6) courses:

- 1) S10°50'53"W, a distance of 246.46 feet to a calculated point;
- 2) Along a curve to the right, an arc length of 120.62 feet, having a radius of 770.00 feet and a chord which bears S15°33'02"W, a distance of 120.50 feet to a calculated point;
- 3) S20°02'18"W, a distance of 504.22 feet to a calculated point;
- 4) Along a curve to the right, an arc length of 466.82 feet, having a radius of 1070.00 feet and a chord which bears S32°32'12"W, a distance of 463.13 feet to a calculated point;
- 5) S45°02'07"W, a distance of 84.08 feet to a calculated point;
- 6) Along a curve to the right, an arc length of 3.70 feet, having a radius of 270.00 feet and a chord which bears S45°25'39"W, a distance of 3.70 feet to a 1/2 rebar with cap found at the POINT OF BEGINNING;

THENCE, continuing with the east right-of-way line of said Rough Hollow Drive and across said Tract A-29, the following two (2) courses:

- 1) Along a curve to the right, an arc length of 76.23 feet, having a radius of 270.00 feet and a chord which bears S53°54'31"W, a distance of 75.98 to a 1/2 rebar with cap found;
- 2) S61°59'50"W, a distance of 127.49 feet to a 1/2 rebar with cap found;

THENCE, across said Tract A-29 and said Tract A-34, the following forty-two (42) courses:

- 1) N33°13'58"W, a distance of 100.68 feet to a 1/2 rebar with cap found;
- 2) N48°03'37"W, a distance of 125.94 feet to a 1/2 rebar with cap found;
- 3) N59°08'17"W, a distance of 111.83 feet to a 1/2 rebar with cap found;
- 4) N76°09'46"W, a distance of 119.27 feet to a 1/2 rebar with cap found;
- 5) S80°23'22"W, a distance of 115.66 feet to a 1/2 rebar with cap found;
- 6) S73°53'51"W, a distance of 99.37 feet to a 1/2 rebar with cap found;
- 7) S71°32'16"W, a distance of 94.07 feet to a 1/2 rebar with cap found;
- 8) S30°11'26"W, a distance of 206.22 feet to a 1/2 rebar with cap found;
- 9) S03°16'18"W, a distance of 108.52 feet to a 1/2 rebar with cap found;
- 10) S12°31'49"E, a distance of 10.03 feet to a 1/2 rebar with cap found;
- 11) S85°38'56"E, a distance of 207.29 feet to a 1/2 rebar with cap found;
- 12) Along a curve to the left, an arc length of 60.81 feet, having a radius of 215.00 feet and a chord which bears S03°45'04"E, a distance of 60.60 to a 1/2 rebar with cap found;
- 13) N85°38'56"W, a distance of 197.62 feet to a 1/2 rebar with cap found;
- 14) S12°31'49"E, a distance of 30.81 feet to a 1/2 rebar with cap found;
- 15) S75°01'33"W, a distance of 209.94 feet to a calculated point;
- 16) N15°31'10"W, a distance of 143.18 feet to a calculated point;
- 17) N63°10'38"W, a distance of 143.31 feet to a calculated point;
- 18) N39°35'48"E, a distance of 4.25 feet to a calculated point;
- 19) S86°59'31"W, a distance of 142.89 feet to a calculated point;

- 20) S49°49'07"W, a distance of 136.71 feet to a calculated point;
- 21) N70°48'03"W, a distance of 87.66 feet to a calculated point;
- 22) N04°34'19"E, a distance of 132.50 feet to a calculated point;
- 23) N19°58'55"W, a distance of 135.46 feet to a calculated point;
- 24) N13°02'37"E, a distance of 95.86 feet to a calculated point;
- 25) N07°40'16"E, a distance of 172.26 feet to a 1/2 rebar with cap found;
- 26) N64°04'21"W, a distance of 28.93 feet to a 1/2 rebar with cap found;
- 27) N21°35'17"W, a distance of 27.94 feet to a 1/2 rebar with cap found;
- 28) N39°46'04"W, a distance of 42.80 feet to a 1/2 rebar with cap found;
- 29) N34°26'55"W, a distance of 103.72 feet to a 1/2 rebar with cap found;
- 30) N13°07'46"E, a distance of 52.87 feet to a 1/2 rebar with cap found;
- 31) N23°09'56"E, a distance of 29.49 feet to a 1/2 rebar with cap found;
- 32) N07°20'22"E, a distance of 46.42 feet to a 1/2 rebar with cap found;
- 33) N05°10'50"W, a distance of 52.16 feet to a 1/2 rebar with cap found;
- 34) N18°31'38"W, a distance of 49.01 feet to a 1/2 rebar with cap found;
- 35) N85°16'58"E, a distance of 193.40 feet to a 1/2 rebar with cap found;
- 36) S34°47'17"W, a distance of 129.34 feet to a 1/2 rebar with cap found;
- 37) N76°45'00"E, a distance of 196.58 feet to a 1/2 rebar with cap found;
- 38) S48°06'28"E, a distance of 206.13 feet to a 1/2 rebar with cap found;
- 39) N84°16'15"E, a distance of 373.10 feet to a 1/2 rebar with cap found;
- 40) S66°28'38"E, a distance of 322.35 feet to a 1/2 rebar with cap found;
- 41) S46°30'31"E, a distance of 457.76 feet to a 1/2 rebar with cap found;
S54°02'09"E, a distance of 135.22 feet to the POINT OF BEGINNING, containing 20.314 acres of land.

BEARING BASIS NOTE

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83/93(HARN) values from LCRA control network.

THE STATE OF TEXAS

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§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, Felix M. Gonzalez, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during April, 2005 under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas, this the 18th day of April 2005, A.D.



Big Sky Surveying
1402 Baffin Cove
Round Rock, Texas 78664
512-248-1484

A handwritten signature in cursive script, appearing to read "Felix M. Gonzalez", written over a horizontal line.

Felix M. Gonzalez
Registered Professional Land Surveyor
No. 5418 - State of Texas

RETURN TO:

Sue Brooks Littlefield
Armbrust & Brown, L.L.P.
100 Congress Avenue, Suite 1300
Austin, Texas 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir
2006 Feb 08 09:01 AM 2006022363

RANEYJ \$56.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

233102-1 01/26/2006

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



NOTICE 2006028708

4 PGS



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 [THE ENCLAVE]

ROUGH HOLLOW SECTION 10

&

LOT 1, BLOCK B AND LOT 54, BLOCK A, ROUGH HOLLOW SECTION 37

NOTICE OF APPLICABILITY

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 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.

**NOTICE OF APPLICABILITY OF MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ROUGH HOLLOW SOUTH SHORE
[THE ENCLAVE]**

This Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Rough Hollow South Shore [The Enclave] is made and executed by **ROUGH HOLLOW DEVELOPMENT, LTD.**, a Texas limited partnership ("Declarant") and is as follows:

1. **Applicability of Master Declaration.** This Notice of Applicability is filed with respect to: (i) Lot 1, Block B, and Lot 54, Block A, in Rough Hollow Section 37, a subdivision (the "Section 37 Subdivision") in Travis County, Texas, according to the plat recorded in Volume 99, Page 315-319, Plat Records of Travis County; (ii) Lots 286 through 287, Block A, Lots 243 through 264, Block C, Lots 280 through 285, Block C, Lots 288 through 293, Block F and Lots 307 through 325, Block F located within Rough Hollow Section 10, a subdivision (the "Section 10 Subdivision") located in Travis County, Texas according to the map or plat recorded as Document No. 200500239, Official Public Records of Travis County, Texas; and (iii) Lots 265A, 266A, 267A, 268A, 269A, 270A, 271A, 272A, 273A, 274A, 275A, 278A and 279A, Block C and Lots 294A, 295A, 296A, 297A, 298A, 299A, 300A, 301A, 302A, 305A, 3063A, 312A and 313A located within Resubdivision of Rough Hollow Section 10, a subdivision (the "Resub Section 10 Subdivision") located in Travis County, Texas according to the map or plat recorded as Document No. 200500238, Official Public Records of Travis County, Texas. The lots listed in (i) through (iii) above are collectively referred to herein as the "Development Area". Declarant is the owner of the Development Area. Pursuant to 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 (the "Master Declaration"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Declaration, upon the filing of appropriate notices of applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Declaration.

2. **Property Incorporated Into Development.** The provisions of the Master Declaration shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Declaration.

3. **Special Common Area-Maintenance of Private Roadways and Gates.** Pursuant to Article I of the Master Declaration, the Declarant hereby designates Lot 329 in the Section 10 Subdivision and Lot 329 in the Resub Section 10 Subdivision, which includes Barbuda Drive, Martinique Pass, Largo Cove, Aruba Court, St. Lucia Cove, Lucayan Cove, Caicos Cove (collectively, the "Private Roadway") and any security access gates for ingress and egress over and across the Private Roadway (the "Gates") as Special Common Area (as such term is defined in the Master Declaration) for the benefit of the Owners within the Development Area, SAVE AND EXCEPT, Lot 1, Block B, and Lot 54, Block A, in the Section 37 Subdivision and Lots 286 through 287, Block A, in the Section 10 Subdivision (the "Benefited Property"). The Benefited Property shall be assessed for the estimated cost and expense necessary to maintain, repair, and manage the Private Roadway and Gates in accordance with Section 5.04 of the Master Declaration. As provided in the Master Declaration, the Private Roadway and Gates may be conveyed by the Association to a Development

Area Association; provided, that: (i) such Development Area Association assumes all the obligations associated with the maintenance and ownership of the Private Roadway and Gates; and (ii) the Development Area Association has the authority and will exercise such authority to levy assessments against the Owners of the Benefited Property for the cost of such maintenance and ownership. The Private Roadway and Gates may be designated as Special Common Area in subsequently filed notices pursuant to Section 10.05 of the Master Declaration, and as a result, owners of lots within the property added by such notices may be additional beneficiaries of the Private Roadway and Gates identified in such notices.

4. **Miscellaneous.** This notice constitutes a notice of applicability under Section 10.05 of the Master Declaration. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Declaration.

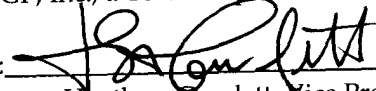
EXECUTED to be effective as of the 16th day of February, 2006.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

ROUGH HOLLOW DEVELOPMENT, LTD., a Texas
limited partnership

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

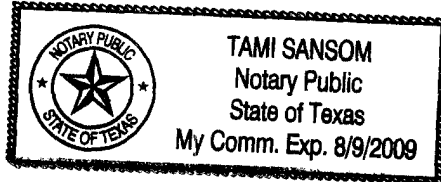
By: 
Haythem Dawlett, Vice President

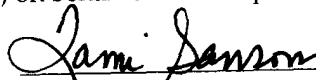
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 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]




Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2006 Feb 17 02:16 PM 2006028708

CORTEZY \$28.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS



AFTER RECORDING RETURN TO:

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



DECLAR 2006028949
41 PGS

ROUGH HOLLOW SOUTH SHORE [THE ENCLAVE]

ROUGH HOLLOW SECTION 10

&

LOT 1, BLOCK B AND LOT 54, BLOCK A, ROUGH HOLLOW SECTION 37

DEVELOPMENT AREA DECLARATION

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 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, 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. The terms and provisions of the aforementioned documents also apply to the Development Area encumbered by this Development Area Declaration.

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**DEVELOPMENT AREA DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ROUGH HOLLOW SOUTH SHORE
[ENCLAVE]**

This Development Area Declaration of Covenants, Conditions and Restrictions for Rough Hollow South Shore [The Enclave] (the "Declaration") is made by **ROUGH HOLLOW DEVELOPMENT, LTD.**, a Texas limited partnership (the "Declarant"), and is as follows:

RECITALS

A. The Declarant is the owner of Lot 1, Block B, and Lot 54, Block A, in Rough Hollow Section 37, a subdivision in Travis County, Texas, according to the plat recorded in Volume 99, Page 315-319, Plat Records of Travis County and Lots 286 through 287, Block A, Lots 243 through 264, Block C, Lots 280 through 285, Block C, Lots 288 through 293, Block F and Lots 307 through 325, Block F located within Rough Hollow Section 10, a subdivision located in Travis County, Texas according to the map or plat recorded as Document No. 200500239, Official Public Records of Travis County, Texas and Lots 265A, 266A, 267A, 268A, 269A, 270A, 271A, 272A, 273A, 274A, 275A, 278A and 279A, Block C and Lots 294A, 295A, 296A, 297A, 298A, 299A, 300A, 301A, 302A, 305A, 3063A, 312A and 313A located within Resubdivision of Rough Hollow Section 10, a subdivision located in Travis County, Texas according to the map or plat recorded as Document No. 200500238, Official Public Records of Travis County, Texas (collectively, the "Development Area").

B. Pursuant to that one certain Notice of Applicability of Master Declaration of Covenants, Conditions, Restrictions and Easements for Rough Hollow South Shore [The Enclave], recorded in Document No. 2006028708, Official Public Records of Travis County, Texas, the Development Area is subject to the terms and provisions of that certain Master Declaration of Covenants, Conditions and Restrictions for Rough Hollow South Shore, recorded in Document No. 2005181058, Official Public Records of Travis County, Texas (the "Master Declaration").

C. The Master Declaration permits the Declarant to file Development Area Declarations applicable to specific Development Areas, as those terms are used and defined in the Master Declaration, which shall be in addition to the covenants, conditions, and restrictions of the Master Declaration.

A Development Area is a portion of Rough Hollow South Shore residential development which has actually been made subject to the terms and provisions of the Master Declaration and a Development Area Declaration. A Development Area may correspond to one or all of the Lots reflected on a recorded plat. A Development Area Declaration includes specific restrictions which apply to the Development Area. In order to determine what restrictions apply to your Lot, you must consult the terms and provisions of the Master Declaration, the terms and provisions of any notice of applicability covering your Lot, and the Development Area Declaration which includes the Development Area where your Lot is located.

D. Declarant intends for this Development Area Declaration to serve as one of the Development Area Declarations permitted under the Master Declaration and desires that the Development Area described and identified in Recital A hereinabove shall constitute one of the Development Areas which is permitted, contemplated and defined under the Master Declaration.

E. Declarant desires to create upon the Development Area a residential community and carry out a uniform plan for the improvement and development of the Development Area for the benefit of the present and all future owners thereof.

F. Declarant desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Development Area to the covenants, conditions, and restrictions set forth in this Development Area Declaration for the benefit of the Development Area, and each owner thereof, which shall be in addition to the covenants, conditions, and restrictions set forth in the Master Declaration.

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Area shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which shall run with the Development Area and shall be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Area, 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 (iii) 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 Development Area 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 Development Area 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 Development Area 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 **ROUGH HOLLOW DEVELOPMENT, LTD.**, a Texas limited partnership, its successors or assigns; provided that any assignment(s) of the rights of Rough Hollow 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 the Rough Hollow South Shore The Enclave 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 Development Area 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" 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 designated by Declarant as common area which benefits the Development Area, is conveyed to the Development Area Association or is otherwise held by Declarant for the benefit of the Owners of lots within the Development Area. 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 the 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 the 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, the Master Association. Development 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, poles, 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 subdivided lots within the Development Area other than 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 Area 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; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Master Architectural Control Committee.

Section 2.02 Hazardous Activities. No activities may be conducted on or within the Development Area and no Improvements constructed on any portion of the Development Area 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 Area 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 Area 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 Area 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 Area 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 fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area. 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 Area. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its 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 Area. 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 Area other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration within the Development Area, 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 Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times 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 service is not provided by a governmental entity or the Association.

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 Area. 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 Area, 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 constructed 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 constructed 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 Unit 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, placed 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 Area 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 Unightly Articles; Vehicles. No article deemed to be unsightly by the Master Architectural Control Committee 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 enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other

vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Development Area.

Recreational vehicles, i.e., motor homes, may not be parked or stored in such manner as to be visible from any other portion of the Development Area for any period in excess of seventy-two (72) consecutive hours during each three (3) month period.

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. Unless otherwise approved by the Declarant or the Board, no vehicle may be parked on any road or street within the Development Area unless in the event of an emergency. "Emergency" for purposes of the foregoing sentence shall mean an event which jeopardizes life or property. "Parked" as used herein shall be defined as a vehicle left unattended by a licensed operator for more than thirty (30) consecutive minutes.

Section 2.16 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes, travel trailers or recreational vehicles shall be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time.

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 stored in the rear of the Lot or inside garage from sundown to sunrise. Basketball goals 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 upon demand by the Association or the Development Area Association, 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 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 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 and intended to benefit both Lots, constitutes a "Party Wall" and, to the extent not inconsistent with the provisions of this *Section 2.05*, 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 when erected.

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 Area

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 The Enclave 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 Area. 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 in 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 Area; (v) the business activity does not involve door-to-door solicitation of residents within the Development Area; (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 Area 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 Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development Area 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 conducted 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 Area, 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. 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 Area 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 Area, 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, must 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 Trash Containers. 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 3.13 Drainage. There shall be no interference with the established drainage patterns over any of the Development Area, 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 3.14 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 3.15 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. Notwithstanding any provision in this Declaration to the contrary, such landscaping plans must be approved 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 3.16 Roofing. The pitch, color and composition of all roof materials shall be expressly approved by the Master Architectural Control Committee.

Section 3.17 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 3.17* 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 3.18 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 must be scheduled at least ten (10) business days in advance of the date the 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 insure 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 fuseable 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 3.18* and the District's access to the grinder pump and associated control panel.

Section 3.19 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 DECLARANT 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, DECLARANT 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) DECLARANT ELECTS TO CREATE THE DEVELOPMENT AREA ASSOCIATION AS EVIDENCED BY DECLARANT'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) DECLARANT ACCEPTS, WHICH ACCEPTANCE SHALL BE IN DECLARANT'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 DECLARANT ELECTS TO ACCEPT THE PETITION PURSUANT TO SECTION 4.01(ii) ABOVE, DECLARANT SHALL INCUR NO EXPENSE RELATED TO THE INCORPORATION OR ORGANIZATION OF THE DEVELOPMENT AREA ASSOCIATION. ANY DEVELOPMENT AREA ASSOCIATION CREATED SUBSEQUENT TO DECLARANT'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. IN THE EVENT THE DECLARANT HAS SOLD ALL OF THE PROPERTY WHICH MAY BE ANNEXED AND MADE SUBJECT TO THE TERMS AND PROVISIONS OF THE MASTER DECLARATION, A MAJORITY OF OWNERS OF LOTS WITHIN THE DEVELOPMENT AREA, EACH LOT BEING ALLOCATED ONE (1) VOTE, MAY ELECT TO CREATE THE DEVELOPMENT AREA ASSOCIATION, AND DECLARANT'S ACCEPTANCE PURSUANT TO SECTION 4.01(ii) SHALL NOT BE NECESSARY. DECLARANT SHALL BE UNDER NO OBLIGATION TO CREATE A 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, Declarant 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, 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, mortgaged, 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 such Member's Lot, subject to the following restrictions and reservations:
 - (i) the right of the Development Area Association Board to suspend the Member's voting rights and 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 entitled 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 entitled 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 resubdivision 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.
- (b) In addition to the votes to which Declarant is entitled by reason of *Section 4.04(a)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant shall have four (4) additional votes until such time as Declarant no longer owns any of the Lots.
- (c) The right of any Owner to vote may be suspended by the Development Area Association, acting through the Development Area Association Board, for any period during which any assessment against such Owner's Lot(s) remains past due, or for any period during which such Owner or such Owner's Lot(s) is in violation of the Association Restrictions.

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 assessment 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 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

limiting 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 connection 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 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, damage, 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, street lights, 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, and pipelines, or any other water quality features or improvements; or
 - (4) Any other improvements or facilities.

Nothing set forth above, however, shall be construed to permit the use or occupancy of any improvement or other facility in any way that would violate applicable use and occupancy restrictions imposed thereon by the Association Restrictions, or by any governmental authority.

- (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 and 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 shall be required to maintain insurance on the Improvements constructed upon any Lot. The Association or 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 ACTS 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 the 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

THE PROVISIONS CONTAINED IN THIS *ARTICLE 6* SHALL BE OPERATIVE ONLY IN THE EVENT A DEVELOPMENT AREA ASSOCIATION IS CREATED PURSUANT TO *SECTION 4.01*; PROVIDED, HOWEVER, THAT THE MASTER ASSOCIATION MAY AVAIL ITSELF OF THE LIENS RESERVED IN *SECTION 6.08* FOR THE PURPOSE OF DISCHARGING ANY LIABILITY INCURRED BY AN OWNER AS A RESULT OF SUCH OWNER'S VIOLATION OF ANY TERM OR PROVISION OF THIS DECLARATION.

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 of 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 benefiting 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 Assessment 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 Assessment 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 Lots 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 himself 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, each such lien 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 granted hereunder, prepare a written notice of 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 conclusively 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 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 MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Development Area. 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 the 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 the 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 Area.

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 Area and, upon the filing of a notice as hereinafter described, such land shall be considered part of the Development Area 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 Area, 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 within 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 Area and remove and exclude from the burden of this Declaration: (i) any portion of the Development Area which has not been included in a plat; (ii) any portion of the Development Area included in a plat if Declarant owns all Lots described in such plat; and (iii) any portion of the Development Area 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 Area withdrawn. To withdraw lands from the Development Area 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 CLUB PROVISIONS

Section 9.01 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 the 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 ____* 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 9.02 Obligations of Owners. Each Owner must: (i) at the closing of such Owner's Lot, 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 \$50.00. 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 9.03 Applicability. Notwithstanding any provision in this Article 9 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 9.04 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 associated with the Club Memberships, and for the enforcement of the terms and provisions of this *Article 9*. 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 9.05 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 associated 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, 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 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 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 9.06 Miscellaneous. Notwithstanding any provision to the contrary in this Declaration, the following terms and provisions shall apply to this *Article 9*:

(a) **Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this *Article 9* will run with and bind the property subject or made subject to this *Article 9*, 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 provisions of this *Article 9* 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 9* may only be amended or terminated by 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 9* will be amended from time to time to more fully set forth aspects regarding the Club Membership and the Marina Club.

(c) **Assignment.** It is anticipated that Declarant will assign its rights under this *Article 9* 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 9*.

ARTICLE 10 GENERAL PROVISIONS

Section 10.01 Duration. Except as otherwise provided herein, 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, or change of term or renewal term) is approved by 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 10.01* 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 or the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 10.02 Amendment. Except as otherwise provided herein, this Declaration may be amended or terminated by the recording in the Official Public Records of Travis County, Texas, of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) Declarant and at least seventy percent (70%) of the Owners of Lots within the Development Area with each Lot being allocated one (1) vote. Specifically, and not be way of limitation, Declarant may unilaterally amend this Development Area Declaration: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot or Condominium Unit; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots and/or Condominium Units; or (d) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

Section 10.03 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 10.04 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 Area, provided, however, that the provisions of this Declaration shall not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Declaration shall be construed and governed under the laws of the State of Texas.

Section 10.05 Gender. Whenever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

Section 10.06 Assignment of Declarant. 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.

Section 10.07 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 Area is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth 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 10.08 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.

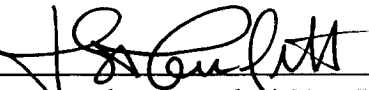
EXECUTED to be effective the 16th day of February, 2006.

[SIGNATURE ON FOLLOWING PAGE]

DECLARANT:

ROUGH HOLLOW DEVELOPMENT, LTD., a
Texas limited partnership

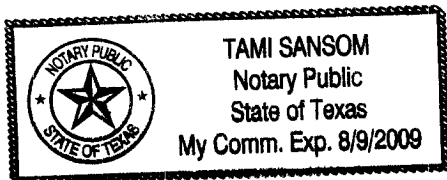
By: JHLV GP, Inc., a Texas corporation, General
Partner

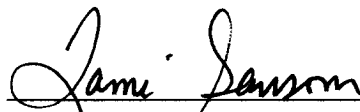
By: 
Haythem Dawlett, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

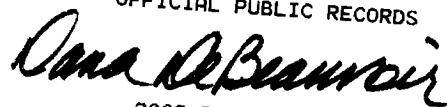
This instrument was acknowledged before me on the 16th day of February, 2006, by
Haythem Dawlett, Vice President of JHLV GP, Inc., a Texas corporation, general partner of
Rough Hollow Development, Ltd, a Texas Limited Partnership, on behalf of said corporation
and limited partnership..




Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



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DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS



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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



AMENDMENT TO DESIGN GUIDELINES
(INCLUDING LANDSCAPE GUIDELINES)
FOR

THE ENCLAVE (Section 10)
EAST RIM (Section 5)
WATER'S EDGE (Section 7)
THE BLUFFS (Section 1)
THE OVERLOOK (Section 2)

Cross reference to Rough Hollow South Shore Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2005181058, Official Public Records of Travis County, Texas, as amended; Rough Hollow South Shore [The Enclave] Design Guidelines, recorded under Document No. 2006028950, Official Public Records of Travis County, Texas, as amended; Rough Hollow South Shore [East Rim] Design Guidelines, recorded under Document No. 2006028952, Official Public Records of Travis County, Texas, as amended; Rough Hollow South Shore Water's Edge Design Guidelines, recorded under Document 2006028954, Official Public Records of Travis County, Texas; and Rough Hollow South Shore Water's Edge Design Guidelines – Supplemental Conditions for The Bluffs, Section 1, recorded under Document No. 2008029977, Official Public Records of Travis County, Texas.

Rough Hollow Lakeway – Amendment to Design Guidelines (Including Landscape Guidelines)

This Amendment to Design Guidelines (this “**Amendment**”) is made by the Rough Hollow South Shore Master Architectural Control Committee and is as follows:

RECITALS:

A. Pursuant to *Section 6.02(c)* of Rough Hollow South Shore Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2005181058, Official Public Records of Travis County, Texas, as amended (the “**Master Declaration**”), Rough Hollow Development, Ltd., a Texas limited partnership (“**Declarant**”) has adopted the following design guidelines: Rough Hollow South Shore [The Enclave] Design Guidelines, recorded under Document No. 2006028950, Official Public Records of Travis County, Texas, as amended; Rough Hollow South Shore [East Rim] Design Guidelines, recorded under Document No. 2006028952, Official Public Records of Travis County, Texas, as amended; Rough Hollow South Shore Water’s Edge Design Guidelines, recorded under Document 2006028954, Official Public Records of Travis County, Texas; and Rough Hollow South Shore Water’s Edge Design Guidelines – Supplemental Conditions for The Bluffs, Section 1, recorded under Document No. 2008029977, Official Public Records of Travis County, Texas (collectively, the “**Design Guidelines**”).

B. Pursuant to *Section 6.02(c)* of the Master Declaration, the “Master Architectural Control Committee”, established pursuant to Article 6 of the Master Declaration (the “**Committee**”), has the power, from time to time, to amend, modify, or supplement the Design Guidelines.

C. The Committee desires to amend the Design Guidelines as set forth herein.

NOW THEREFORE, The Committee hereby supplements and amends the Design Guidelines as follows:

1. **Landscape Guidelines.** The portion of the Design Guidelines entitled “Landscape Guidelines” is hereby deleted in its entirety and replaced with the “Landscape Guidelines” attached hereto as Exhibit “A”. To the extent of a conflict between this Amendment and the Design Guidelines, this Amendment shall control.

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Declaration. Unless expressly amended by this Supplemental Conditions, all other terms and provisions of the Design Guidelines remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Executed on this 15 day of October, 2010.

**ROUGH HOLLOW SOUTH SHORE MASTER
ARCHITECTURAL CONTROL COMMITTEE:**

By: [Signature]
Haythem Dawlett, Member

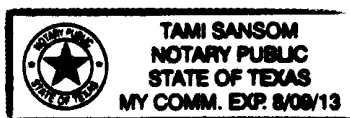
By: [Signature]
Philip Jalufka, Member

By: [Signature]
Kristin Deloney, Member

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15 day of October, 2010 by Haythem Dawlett, Member of the Master Architectural Control Committee as appointed pursuant to that certain Rough Hollow South Shore Appointment of Members of Architectural Control Committee, recorded as Document No. 2009110535 in the Official Public Records of Travis County, Texas.

[seal]

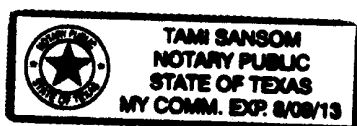


[Signature]
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15 day of October, 2010 by Philip Jalufka, Member of the Master Architectural Control Committee as appointed pursuant to that certain Rough Hollow South Shore Appointment of Members of Architectural Control Committee, recorded as Document No. 2009110535 in the Official Public Records of Travis County, Texas.

[seal]

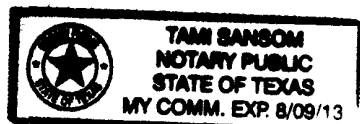


[Signature]
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15 day of October, 2010 by Kristin Deloney, Member of the Master Architectural Control Committee as appointed pursuant to that certain Rough Hollow South Shore Appointment of Members of Architectural Control Committee, recorded as Document No. 2009110535 in the Official Public Records of Travis County, Texas.

[seal]



[Signature]
Notary Public Signature

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"

Landscaping Guidelines

Landscaping is an essential element design at Rough Hollow. The goal in the development of Rough Hollow and the development of individual Lots is to preserve the beauty and character of the property's natural existing vegetation while permitting attractive, landscaped areas. Water conservation must be considered in all designs.

Residential Landscaping Requirements and Guidelines

The general intent of the landscaping guidelines is to provide the minimum landscape requirements as a portion of the overall framework for site improvements. The object is to create an orderly integrated landscape throughout the community utilizing the standards set out in these Landscaping Guidelines, to create safe sight lines along roadways and to prevent erosion.

Plan: A landscaping plan showing the landscaping to be installed on a Lot (the "Landscape Area") must be submitted to the Master Architectural Control Committee (the "Committee") for review, and the owner must receive approval prior to the installation of any landscape improvements. Applicants must submit a landscape plan to the City of Lakeway and receive its approval prior to the installation of any landscape improvements.

Landscape Area: The area to be landscaped includes the entire Lot and the right-of-way between the Lot and any adjoining front or side street.

Installation: The installation of the landscaping in accordance with the approved landscape plan must be completed prior to submittal for approval of the owner's application for project completion. The Committee may, upon the owner's completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan.

Maintenance: The owner is responsible for maintenance of the landscaped areas of the Lot including the right-of-way in front of the Lot and setbacks at the rear of Critical Rear View Corridor Lots (defined below). Plants and grass must (i) present a healthy appearance, (ii) be maintained in a neat, orderly and consistent manner and free of refuse, debris and disease.

Plant Materials: The plant materials attached hereto as Exhibit "A" are considered to be appropriate for Rough Hollow. These plant materials have been chosen for their natural or adaptable qualities, their function in the landscape and their availability in commercial nurseries.

Planting Soil: All planting should be planted with the appropriate topsoil, additives and fertilizer mixtures. Using only soil that is on-site soil is prohibited.

Planting Beds: Planting beds are to be curvilinear with the shrubs massed in tiers. Smaller shrubs and ground cover are to be placed in the front of the bed. Larger shrubs shall be placed in the rear of the bed. Groupings of shrubs of the same species provide a substantial look.

Large trees and shrubs should be planted no closer to the foundation than two (2) times the diameter of the root ball of a mature plant. Avoid planting shrubs along the foundation of the house in straight lines at a constant distance from the foundation.

Bed Placement: Radius beds should extend from the house a minimum of four feet (4'). The width of the beds should vary. A single row of foundation planting is discouraged.

Mulching Beds: Bare ground in a mulching bed is prohibited and must, at a minimum, be covered with mulch. All planting beds are required to be mulched with two inches (2") deep shredded hardwood or cedar mulch. Use of gravel or lava rock in lieu of shredded hardwood or cedar mulch is prohibited.

Boulders: Accent specimen boulders are encouraged.

Grass: Front, side, and rear yards of all Lots are to be fully sodded.

Irrigation: All yards are to be fully irrigated with an automatic irrigation system that complies with all rules and regulations: (i) set forth in the Texas Water Code; (ii) adopted by the Texas Commission on Environmental Quality; and (iii) adopted by the City of Lakeway.

Existing Tress: Existing trees should be preserved whenever possible. Removal of existing trees must comply with the city of Lakeway Tree Removal Regulations, including obtaining a Lot clearing permit. Prior to clearing a Lot, the owner/builder must obtain the approval of the Committee. Removal of any tree from the building site without the prior approval of the Committee may result in a fine of up to \$1000.00 per violation.

Trees: Trees are to have a minimum two-inch (2") caliper measured twenty-four (24") from the base of the tree. They shall be planted a minimum of 3'-0" behind the front sidewalk and centered within the Lot. Lots with two or more street trees shall space the trees equally apart on the Lot. Front yard trees and Corner Lot side yard trees are to be 30-gallon minimum, container grown. A "Corner Lot" is a Lot which has a street

adjacent to two Lot boundary lines. The Committee encourages that these trees be planted in planting beds along with shrubs and ground cover, especially on Corner Lots.

Sight Lines: No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two (2) and nine (9) feet above the roadway shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within the triangular area formed by the street line, a driveway or alley line and a line connecting them at points ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. All tree foliage within such distances of intersections shall be maintained to meet the sight line requirements set forth above. Notwithstanding the foregoing or anything in this Design Guidelines to the contrary, at a minimum, sight distances required by any applicable governmental authority shall be complied with.

Drainage: Surface water is not permitted to drain onto an adjoining property not designated as a drainage easement. Landscaping plans must show the location and methods of directing drainage to the appropriate areas.

Impervious Cover: No more than 60% of the Lot may be impervious cover. The landscape plans must show the percentage of impervious cover.

Exposed Slabs: Slabs with more than 12 inches (12") exposed (above the finished grade and below the stone/stucco) must be screened by planting with a minimum of five (5) gallon plants spaced to cover exposed slab within two (2) years after completion of construction of the house.

PROCEDURES:

Two copies of a detailed landscaping plan shall be submitted to the Committee for approval during the initial phase of the construction term. All applications and questions should be submitted to the Association office at 2114 Lakeway Boulevard, Suite 217, Austin, TX 78734, (512)266-6771.

The landscaping plan shall detail and identify: (i) existing plants which are to remain; (ii) new plants to be installed by common name, plant size and mature size; (iii) the location of required trees; and (iv) new walks, retaining walls etc. by material and dimension including height above finished grade.

Such plan shall also identify any existing trees protected under the City of Lakeway Tree Protection Ordinance with a 16" inch diameter measured at a height of 4' 6" above

ground level ("**Protected Tree**") that the owner intends to remove. No such protected tree shall be removed without the prior written permission of the Committee and the City of Lakeway.

No tree of any size may be removed from the area within the Lot but outside the building area, except as otherwise approved by the Committee. Removal of any tree from either inside or outside the building area without the prior written approval of the Committee may result in a fine of \$1000 per violation. Dead limbs and debris may be removed from inside and outside the building area upon advance written approval of the Committee.

The Committee may on a case by case basis require an owner to reduce the fire hazard of the Lot as described by the Hudson Bend Fire Department's Guidelines, if any.

All landscaping plans shall be implemented as soon as physically practical and shall be completed within the earlier of 90 days following the substantial completion of the residence or 30 days following the issuance of the temporary certificate of occupancy (if applicable) or the certificate of occupancy if no temporary certificate of occupancy is issued. An extension of time maybe granted by the Committee due to weather conditions.

All construction, including landscaping, in street rights-of-way must be approved by the Committee.

A landscaping plan that utilizes rock or crushed rock as a predominate element will not be accepted. Silt fences elsewhere required by these guidelines will remain in place and be properly maintained until the landscape inspection has been successfully completed.

Construction Guidelines:

In order to assure natural areas surrounding the building site are not unduly damaged during construction, the following construction regulations ("**Regulations**") shall apply to any and all work preformed on a Lot, by which all builders and owners shall be bound: (i) the City of Lakeway Development Ordinance and Building Codes, (ii) the Uniform Building Code, and (iii) any other applicable governing authority. Any violation of these Regulations by the builder shall be deemed a violation of these Guidelines by the owner of the Lot.

Minimum landscaping requirements:

All yards shall be landscaped with a minimum combination of trees, shrubs, ground covers and grass as set out herein. Including street trees, a minimum number of trees as set forth herein shall be planted in the front yard of each Lot.

The front yard of an interior Lot shall be defined as the area beginning twelve (12) feet behind the front corner of each building fronting or facing a public or private street and extending to the side property lines and continuing to the hard surface of the street.

The front yard of a Corner Lot shall be defined as the area beginning twelve (12) feet behind the front corner of each building fronting or facing the public or private street that the house address is taken from and extending to the side property lines and continuing to the hard surface of the street that the house address is taken from.

The side yard of a Corner Lot shall be defined as the area beginning twelve (12) feet behind the front corner of the building that fronts or faces both public or private streets and extending to the side property line adjacent to the side street and extending back to the rear property line. The side yard shall extend along the rear property line the same distance from the building to the side street and then extend from the rear property line to the point that is twelve (12) feet behind the front corner of the building that fronts or faces both public or private streets.

The rear yard of a Corner Lot is all remaining yard space that is not front yard or side yard.

NOTE: For purposes of the landscaping requirements the front yard will be on the side of the yard that faces the street the house address is taken from.

Interior Lots:

Front Yards:

Front yards must be fully landscaped and contain a minimum of the following plant materials:

Beds	A planting bed at least five (5) feet deep must abut the front of the house and wrap around and down the side of the house for at least twelve (12) feet.
Trees	3 2-inch caliper trees
Ornamental Trees	2 30-gallon trees

Shrubs	5 15-gallon shrubs
	15 5-gallon shrubs
	30 1-gallon shrubs

Rear Yards:

Rear yards must be fully landscaped and contain a minimum of the following plant materials:

Trees	2 2-inch caliper trees
Ornamental Trees	1 30-gallon tree
Shrubs	3 15-gallon shrubs
	10 5-gallon shrubs
	20 1-gallon shrubs

Corner Lots:

Front Yards:

Front yards must be fully landscaped and contain a minimum of the following plant materials:

Beds	A planting bed at least five (5) feet deep must abut the front of the house and wrap around and down the side of the house for at least twelve (12) feet.
Trees	3 2-inch caliper trees
Ornamental Trees	2 30-gallon trees
Shrubs	5 15-gallon shrubs
	15 5-gallon shrubs
	30 1-gallon shrubs

NOTE: For purposes of this landscaping requirement the front yard will be on the side yard that faces the street the house address is taken from.

Rear Yards:

Rear yards must be fully landscaped and contain a minimum of the following plant materials:

Trees	2 2-inch caliper trees
Ornamental Trees	1 30-gallon tree
Shrubs	3 15-gallon shrubs 10 5-gallon shrubs 20 1-gallon shrubs

Side Yards:

Side yards must be fully landscaped and contain a minimum of the following plant materials:

Trees	2 2-inch caliper trees
Ornamental Trees	1 30-gallon tree
Shrubs	3 15-gallon shrubs 10 5-gallon shrubs 20 1-gallon shrubs

Critical Rear View Corridor Lots:

The following apply to Lots 246 through 260, Block C, located within Rough Hollow Section 10, a subdivision located in Travis County, Texas according to the map or plat recorded as Document No. 200500239, Official Public Records of Travis County, Texas (the “**Critical Rear View Corridor Lots**”):

Side Yards:

Side yards must be fully landscaped and contain a minimum of the following plant materials:

Trees	2 2-inch caliper trees
Ornamental Trees	1 30-gallon tree
Shrubs	3 15-gallon shrubs 10 5-gallon shrubs 20 1-gallon shrubs

Rear Yard:

Rear yards must be fully landscaped and contain a minimum of the following plant materials:

Trees	2	2-inch caliper trees
Ornamental Trees	1	30-gallon tree
Shrubs	3	15-gallon shrubs
	10	5-gallon shrubs
	20	1-gallon shrubs

Landscape screening will be required on Critical Rear View Corridor Lots to mitigate massing of masonry walls or extensive masonry due to grade of such Critical Rear View Corridor Lot.

Grading:

Berms are to be graded in gentle, undulating naturalistic forms, and not straight or steep slopes. Provisions are to be made for drainage around or through berms as required. Generally, a height of forty-eight (48") from top of adjacent curb is the maximum desired.

Swales (small ditches) are to be graded shallow, but wide to allow slow runoff. To maintain a natural look avoid abrupt angles and steep cuts and slopes.

Steep slopes: 1 or more should be broken with retaining walls and steps. Terracing of lawns is encouraged, especially in front yards. All retaining walls shall be submitted to and approved by the Committee prior to construction.

Retaining walls should be designed to use materials such as stone, brick, or interlocking wall systems. Railroad ties. Exposed concrete, and landscape timbers are not permitted.

EXHIBIT "A"
APPROVED PLANT MATERIALS

The following list of plants is composed of selected native and adaptive plant material suitable for plant material in Rough Hollow South Shore. This list is recommended but is not all-inclusive. All plants selected for installation must be approved by the Committee.

Canopy Trees

<u>Scientific Name:</u>	<u>Common Name:</u>	
Acer grandidentatum	Bigtooth Maple	fall color
Carya illinoensis	Pecan	tree litter
Fraxinus texensis	Texas Ash	
Juglans microcarpa	Texas Black Walnut	
Pistacia chinensis	Chinese Pistache	fall color
Pitatacia texensis	Texas Pistache	
Platanus occidentalis glabrata	Sycamore	moist areas
Populus deltoides "Cottonless"	Cottonwood	
Quercus muhlenbergii	Burr Oak	
Quercus glaucoides	Lacey Oak	
Quercus pungens "Vaseyana"	Chinquapin Oak	
Quercus shumardii	Shumard Oak	fall color
Quercus sinuata	Shin Oak	drought tolerant
Sapindus drummondii	Western Soapberry	drought tolerant
Taxodium distichum	Bald Cypress	moist
Ulmus americana	American Elm	
Ulmus crassifolia	Cedar Elm	drought tolerant
Ulmus parvifolia	Chinese Elm	
Ulmus parvifolia "Drake"	Drake Elm	fast growing

Ornamental Trees

<u>Scientific Name:</u>	<u>Common Name:</u>	<u>Comments</u>
Acacia wrightii	Wright Acacia	full sun
Aesculus arguta	Texas Buckeye	DR
Aesculus pavia	Red Buckeye	
Bumelia lanuginosa	Wooly-Bucket Bumelia	sun/drought
Cercis canadensis alba	Whitebud	
Cercis canadensis texana	Texas Redbud	sun/drought
Chilopsis linearis	Desert Willow	DR
Cornus drummondii	Rough Leaf Dogwood	shade/DR
Crataegus reverchonii	Reverehon Hawthorn	
Crataegus tracyi	Mountain Hawthorn	fall color
Diospyros texana	Texas Persimmon	sun/drought/DR
Ilex decidua	Possumhaw Holly	sun/shade

Ilex vomitoria	Yaupon Holly	sun/drought
Juniperus ashei	Cedar	sun/drought
Koeleruteria paniculata	Goldenrain Tree	susceptible to freeze
Lagerstroemia indica	Crape Myrtle	sun/summer color
Parkinsonia aculeata	Jerusalem Thorn	sun
Pinus eldarica	Afgan Pine	
Prunus mexicana	Mexican Plum	
Prunus americana	American Plum	
Prunus caroliniana	Carolina Laurel Cherry	moist soils, subject to Chorosis
Prunus serotina "eximia"	Escarpment Black Cherry	
Pyrus calleryana "Bradford"	Bradford Pear	white flower, formal
Rhamnus Caroliniana	Carolina Buckthorn	moist soils
Rhus lanceolata	Prairie Flameleaf Sumac	sun/drought/DR
Rhus glabra	Smooth Sumac	sun/drought/DR
Sophora secundiflora	Texas Mountain Laurel	sun/drought/DR
Ungnadia speciosa	Mexican Buckeye	sun/DR
Vitex agnus-castus	Lilac Chaste Tree	sun

Shrubs

<u>Scientific Name:</u>	<u>Common Name:</u>	<u>Comments:</u>
Abelia grandiflora	Glossy Abelia	
Agave americana	Agave/Century Plant	full sun drought
Anisacanthus wrightii	Flame Acanthus	tolerant
Callicarpa americana	French Mulberry	sun/DR
Cephalanthus occidentalis	Button Bush	sun/shade/moist
Cotoneaster horizontalis	Cotoneaster	moist areas
Dasyliirion texanum	Texas Sotol	sun
Escallonia	Escallonia spp.	sun/DR
Eupatorium havanense	Shrubby Boneset	sun
Eysenhardtia texana	Texas Kidneywood	moist
Forestiera pubescens	Texas Elbow Bush	sun/drought
Fouquieria splendens	Ocotillo	
Garrya ovata	Silk Tassel	sun
Hesperaloe parviflora	Red Yucca	
Ilex vomitoria	Yaupon Holly	sun/DR
Ilex vomitoria "Nana"	Dwarf Yaupon	sun/shade
Lantana horrida	Texas Lantana	DR
Leucophyllum frutescens	Texas shade	sun/DR
Lindera benzoin	Spice-bush	sun/drought/DR
Mahonia trifoliolata	Agarita	sun/drought/DR
Mahonia swaseyi	Texas Mahonia	sun/drought/DR
Myrica cerifera	Wax Myrtle	shade
Pistacia texana	Texas Pistache	sun/shade
Prunus rivularis	Creek Plum	

<i>Prunus reverchonii</i>	Reverchon Hog Plum	moist
<i>Rhus aromatica</i>	Fragrant Sumac	sun
<i>Rhus virens</i>	Evergreen Sumac	DR
<i>Rosmarinus officinalis</i>	Rosemary	drought/DR
<i>Sabal texana</i>	Texas Sabal Palm	drought/DR
<i>Sophora affinis</i>	Eve's Necklace	DR
<i>Symphoricarpos</i>	Coralberry	sun/shade
<i>Orbiculatus</i>	Rusty Blackhaw	
<i>Viburnum rufidulum</i>	Viburnum	sun/drought
<i>Yucca pallida</i>	Pale Leaf Yucca	DR

Groundcovers

<u>Scientific Name:</u>	<u>Common Name:</u>	<u>Comments:</u>
<i>Achillea millefolium</i>	Yarrow	full sun/shade/DR
<i>Adiantum capillus-veneris</i>	Maidenhair Fern	moist areas/shade
<i>Ajuga reptans</i>	Ajuga	shade/DR
<i>Aquilegia canadensis</i>	Columbine	shade
<i>Cyrtomium falcatum</i>	Holly Fern	shade/moist/DR
<i>Dryopteris</i> spp.	Wood Fern	shade/moist/DR
<i>Hedera helix</i>	English Ivy	shade
<i>Juniperus conferta</i> "Blue Pacific"	Shore Juniper	sun/DR
<i>Liriope muscari</i>	Liripoe	sun/shade
<i>Lonicera sempervirens</i>	Coral Honeysuckle	sun/shade
<i>Mahonia repens</i>	Creeing Mahonia	shade
<i>Nolina texana</i>	Bear grass	sun/DR
<i>Ophiopogon japonicus</i>	Monkey Grass	shade/DR
<i>Pavonia lasiopetala</i>	Pavonia	sun
<i>Phlox drummondii</i>	Drummond's phlox	sun
<i>Phlox subulata</i>	Thrift	sun
<i>Poliomenantha longiflora</i>	Mexican Oregano	sun/DR
<i>Rosmarinus officinalis</i> "prostratus"	Trailing Rosemary	sun/DR
<i>Salvia farinacea</i>	Mealy Sage	sun/DR
<i>Salvia greggii</i>	Cherry Sage	sun/DR
<i>Salvia romeriana</i>	Cedar Sage	sun/DR
<i>Santolina chamaecyparissus</i>	Gray Santolina	sun/drought/
<i>Santolina virens</i>	Green Santolina	sun/drought tolerant
<i>Tradescantia</i> spp.	Spiderwort	shade
<i>Verbena bipinnatifida</i>	Prairie Verbena	sun/DR
<i>Verbena elegans</i> "asperata"	Hardy Verbena	sun/DR
<i>Vinca major</i>	Bigleaf Periwinkle	dry shade
<i>Yucca rupicola</i>	Twisted-leaf Yucca	sun/drought/DR

Grasses

<u>Scientific Name:</u>	<u>Common Name:</u>	<u>Comments:</u>
Andropogon gerardii	Big Bluestem	tall seed heads
Andropogon Scoparius	Little Bluestem	
Bouteloua curtipendula	Sideoats Gramma	
Bouteloua gracillis	Blue Gramma	drought tolerant
Buchloe dactyloides	Buffalo Grass	
Cynodon spp.	Bermuda Grass	drought tolerant
Festuca glauca	Blue Fescue	
Festuca Spp. "Arid"	Tall Fescue	ornamental
Hilaria belangeria	Common Curly mesquite	drought
Leptochloa dubia	Green Sprangletop	shade/drought
Miscanthus sinensis "zebrinus"	Zebra Grass	
Muhlenbergia lindheimeri	Big Muhly	
Panicum virgatum	Switchgrass	clump
Sorghastrum nutans	Indiangrass	
Stenotaphrum secundatum	St. Augustine Grass	
Tripsacum dactyloides	Eastern Gamagrass	moist
Zoysia spp.	Zoysia Grass	

Vines

<u>Scientific Name:</u>	<u>Common Name:</u>	<u>Comments</u>
Bignonia capreolata	Crossvine	evergreen
Campsis radicans	Trumpet Creeper	aggressive
Clematis pitcheri	Leather Flower	delicate
Gelsemium Sempervirens	Carolina Yellow Jasmine	
Ipomoea Quamoclit	Cypress Vine	annual
Lonicera sepmervirens	Coral Honeysuckle	
Mauranda antirrhinniflora	Snapdragon Vine	delicate
Parthenocissus quinquefolia	Virginia Creeper	shade

Annuals

<u>Winter/Spring:</u>	<u>Spring/Summer:</u>	<u>Summer/Fall</u>
Calendula	Geranium	Acalypha
Daffodil (bulb)	Marigold	Ageratum
Hyacinth (bulb)	Periwinkle	Alyssum
Ornamental Kale	Petunia	Amaranthus
Pansy		
Poppy		Caldium
Primula		Chrysanthemum
Snapdragon		Coleus

Tulip (bulb)
Ornamental Pepper
Dianthus

Impatiens
Marigold
Periwinkle
Phlox
Portulaca
Purslane

Legend For Approved Plant List:

Full sun/sun	sun-loving plant
Shade	shade-loving plant
Moist	moist-loving plant
Drought/drought tolerant	plants generally able to survive on less supplemental water and better able to withstand droughts
Fall color	fall leaf color
DR	deer resistant plants unpalatable enough to be left alone as long as other food is available
Ornamental	showy plant

NOTE: The following plants/shrubs/trees are prohibited

Photonia glabra	Red Tip Photinia	Intolerant of deer, especially in immature plants
Nerium Oleander	Oleander	Extremely poisonous to wildlife and domestic animals
Melia azedarach	Chinaberry	Non-native invasive plant which will choke out native plants necessary for native wildlife and endangered species
Nandina Domesitca	Nandina	See reason for Chinaberry
Ligustrum japonicum	Ligustrum	See reason for Chinaberry
Lonicera japonica	Japanese Honeysuckle	See reason for Chinaberry
Ailanthus altissima	Tree of Heaven	See reason for Chinaberry

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Oct 18, 2010 03:46 PM

2010154510

PEREZTA: \$84.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

3
21**VARIANCE****STATE OF TEXAS**

§

KNOW ALL MEN BY THESE PRESENTS**COUNTY OF TRAVIS**

§

§

EFFECTIVE DATE: March 2, 2012**PROPERTY OWNER(S)****TED GALEN CARPENTER and wife, BARBARA L. CARPENTER****PROPERTY DESCRIPTION**

LOT 298A BLOCK "F" ROUGH HOLLOW SEC 10 RESUBDIVISION OF LOTS 265-275,278,279 BLOCK "C" & 294-302,305,306,312&313 BLOCK "F" & A PORTION OF LOT 329 A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 200500238, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, and known locally as 107 Caicos Cove, Lakeway, Texas.

PROPERTY OWNERS ASSOCIATION

WHEREAS, that certain Master Declaration of Covenants, Conditions and Restrictions, filed of record on September 29, 2005, in the Official Public Records of Travis County, Texas; recorded as Instrument Number 2005181058 and as further amended and supplemented from time to time (collectively referred to herein as the "Declaration"), provides for the creation of the Lakeway Rough Hollow South Community Inc., (the "Association") to enforce the Declaration and charges that the Association, in accordance with the Section 6 of the Declaration, shall 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 the Declaration and/or any of the other association restrictions.

WHEREAS, the Declaration further provides that the Association, through the Master Architectural Control Committee, has the authority to grant variances from any such requirements or restrictions as set forth in the Declaration or in the Design Guidelines as the Committee deems appropriate.

WHEREAS, Owner requests a variance allowing less than the required Fifty Percent (50%) stone/stucco restriction ratio.

WHEREAS, Owner specifically requests a variance to allow for a reduction on the stone/stucco restriction ratio and to allow the ratio for the Property to consist of Thirty Five Percent (35%) of stone to be used on front of the residence and Twenty Nine Percent (29%) of stone to be used on the remaining sides of the residence to be located on the Property.

NOW THEREFORE, the parties hereto agree as follows:

The Association has, in accordance with the Declaration and the design guideline, reviewed, approved and does hereby this day grant a variance as requested by Owner allowing the stone/stucco restriction ratio to be reduced, consisting of a ration of Thirty Five Percent (35%) of stone to be used on front of the residence and Twenty Nine Percent (29%) of stone to be used on the remaining sides of the residence to be located on the Property as shown on the attached Exhibit A. The Association requires that the granting of the variance herein not negatively affect the quite enjoyment of any adjoining lots.

In the event that the construction or alteration fails to comply with the approved plans as submitted by Owner as shown on the attached Exhibit A or the rules and regulations of the Association, the Association may use any remedy allowed by law, and be reimbursed for its expenses including but not limited to the payment of attorney's fees, filing of a lawsuit, and purchasing of bonds for injunctive relief, in its efforts to enforce the failed compliance.

The parties hereto acknowledge and agree that this document shall be recorded in the Real Property Records of Travis County, Texas.

AGREED and EXECUTED to be effective as of the Effective Date.

By: *Ted Galen Carpenter*
TED GALEN CARPENTER
Owner of Property

By: *Barbara L. Carpenter*
BARBARA L. CARPENTER
Owner of Property

STATE OF TEXAS §
COUNTY OF TRAVIS §

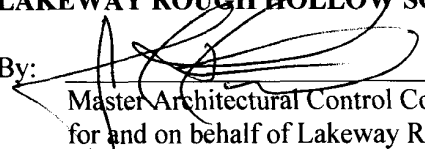
This instrument was acknowledged before me on this 15th day of March, 2012, by said **TED GALEN CARPENTER and wife, BARBARA L. CARPENTER**, Property owner.

Carolyn M. Nunn
Notary Public, State of Texas



LAKEWAY ROUGH HOLLOW SOUTH COMMUNITY, INC.

By:


Master Architectural Control Committee
for and on behalf of Lakeway Rough Hollow
South Community, Inc.

STATE OF TEXAS

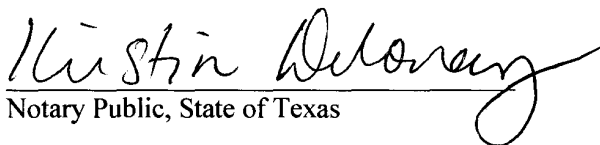
§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this 11 day of ^{April}~~March~~, 2012, by the Agent
for and on behalf of the Master Architectural Control Committee for Lakeway Rough Hollow South
Community, Inc.




Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO

Brandon Holubar, Esq.
PO Box 342585
Austin, Texas 78734

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



May 16, 2012 01:43 PM

2012077359

VANHOOSERJ: \$24.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

LAKEWAY ROUGH HOLLOW COMMUNITY, INC.
MANAGEMENT CERTIFICATE

This Management Certificate is recorded pursuant to Section 209.004, Property Code, and is as follows:

The name of the subdivision ("Subdivision") is: LAKEWAY ROUGH HOLLOW SOUTH

The subdivision recording information is:

PURSUANT TO THAT CERTAIN LAKEWAY ROUGH HOLLOW COMMUNITY, INC. COVENANT RECORDED UNDER DOCUMENT NO. 2005181058, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
LAKEWAY ROUGH HOLLOW COMMUNITY, INC., PHASE 1, SECTION 1, RECORDED UNDER DOCUMENT NO. 201100156
LAKEWAY ROUGH HOLLOW COMMUNITY, INC., PHASE 1, SECTION 2, RECORDED UNDER DOCUMENT NO. 200600277
LAKEWAY ROUGH HOLLOW COMMUNITY, INC., PHASE 1, SECTION 3, RECORDED UNDER DOCUMENT NO. 200800242
LAKEWAY ROUGH HOLLOW COMMUNITY, INC., PHASE 1, SECTION 5, RECORDED UNDER DOCUMENT NO. 200500237
LAKEWAY ROUGH HOLLOW COMMUNITY, INC., PHASE 1, SECTION 7, RECORDED UNDER DOCUMENT NO. 201200130
LAKEWAY ROUGH HOLLOW COMMUNITY, INC., PHASE 1, SECTION 8, RECORDED UNDER DOCUMENT NO. 200600012
LAKEWAY ROUGH HOLLOW COMMUNITY, INC., PHASE 1, SECTION 10, RECORDED UNDER DOCUMENT NO. 200500239

The name of the Association is: LAKEWAY ROUGH HOLLOW SOUTH COMMUNITY, INC.

The declaration recording information is: Document number 2005181058

All prospective purchasers of lots in the Subdivision, according to the Declaration are notified by the Association as follows:

1. Before finalizing the purchase of any lot in the Subdivision, please be aware that you are, as a matter of law, on notice of all the contents of the above declaration and the association's bylaws and rules. Such documents are binding upon all lot owners.
2. The rules (covenants and restrictions) contain limitations regarding the use of the lot and the common areas by owners, tenants, and their family and guests.
3. It is recommended that you obtain copies of all the foregoing instruments and read them prior to making the final commitment to purchase a lot at the Subdivision, referred to above.
4. 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), including attorney's fees, interest and other charges. You are advised to obtain a "resale certificate" from the association management which will verify whether there are any unpaid amounts. The cost of the resale certificate is \$50.00.
5. The Association has authorized the managing agent to charge a transfer fee of \$200.00 for the sale of any lot payable by the buyer at closing. All closing officers are asked to contact the managing agent to obtain further material to be presented to buyer at closing.
6. The Association has authorized the Management Company to charge a fee of \$50.00 for preparation of a statement of account for a refinance.
7. The mailing address of the Association is in care of the managing agent listed below, at the address listed below. Until changed by notice recorded in the Official Records of Travis County, Texas, the address and telephone number of the managing agent for the association for purposes of obtaining a resale certificate, copies of documents, and information about delinquent sums owed to the association by lot owners selling their lots, are as follows:

Southwest Management Services
P.O. Box 342585
Austin, Texas 78734
Phone: 512-266-6771
Fax: 512-266-6791
Physical Address: 7 Lakeway Centre Court #200, Austin, Texas 78734
www.southwestmanagement.net

Dated this day of Tuesday, September 17, 2013.

LAKEWAY ROUGH HOLLOW COMMUNITY, INC.

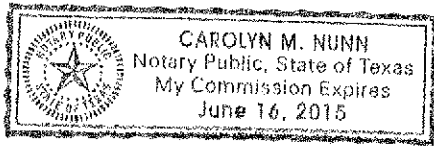
By: 

Print Name: Bonnie Carlisle

Title: Manager

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on October 21, 2013, by Bonnie Carlisle as managing agent for LAKEWAY ROUGH HOLLOW COMMUNITY, INC. a nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said corporation.



Carolyn M. Nunn
Notary Public for the State of Texas
Printed Name of Notary Carolyn M Nunn
My Commission Expires: 6/2015



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

October 30 2013 09:10 AM

FEE: \$ 30.00 2013196748

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

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

2020234607

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
[THE ENCLAVE]**

[ROUGH HOLLOW SECTION 10

&

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

**FIRST AMENDMENT TO
DEVELOPMENT AREA DECLARATION**

Travis County, Texas

03-CTSY AD CB/BK

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 and that certain Rough Hollow South Shore [The Enclave] Development Area Declaration, recorded as Document No. 2006028949, Official Public Records of Travis County, Texas.

**FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ROUGH HOLLOW SOUTH SHORE
[THE ENCLAVE]**

This First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Rough Hollow South Shore [The Enclave] (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 [The Enclave] Development Area Declaration, recorded under Document No. 2006028949, Official Public Records of Travis County, Texas (the "Development Area Declaration").

B. *Section 10.02* 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 Unightly 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 10.02 is hereby deleted and replaced in its entirety with the following new

Section 10.02:

"10.02 (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:

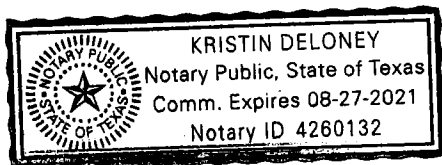
RH LAKEWAY DEVELOPMENT, LTD., a
Texas Limited partnership

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

By: W.H.
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



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Sep 07, 2021 02:48 PM Fee: \$38.00

2021199619

Electronically Recorded

This page is
intentionally added for
electronic file stamp.

Lakeway Rough Hollow Community, Inc.

Management Certificate

This Management Certificate is recorded pursuant to Chapter 209.004 of the Texas Property Code, and is as follows:

WHEREAS, a Lakeway Rough Hollow Community, Inc. Management Certificate was filed on July 16, 2007, and recorded as Document No. 2007129839 of the Official Public Records, Travis County, Texas and a Lakeway Rough Hollow Community, Inc. Management Certificate was filed on XXX and recorded as Document No. 2013196748 of the Official Public Records, Travis County, Texas; and

WHEREAS the Association now wishes to amend and restate the Lakeway Rough Hollow Community, Inc. Management Certificate.

NOW, THEREFORE, the Association hereby amends and restates the Lakeway Rough Hollow Community, Inc. Management Certificates in their entirety and replaces those documents with this document.

The name of the subdivision is: Lakeway Rough Hollow South

The name of the Association is: Lakeway Rough Hollow South Community, Inc.

The recording data for the subdivision is:

Lakeway Rough Hollow Community, Inc. Covenant recorded as Document No. 2005181058, Official Public Records, Travis County, Texas and Lakeway Rough Hollow Community, Inc. Phase 1, Section 1, Recorded as Document No. 201100156 and Lakeway Rough Hollow Community, Inc. Phase 1, Section 2, Recorded as Document No. 200600277 and Lakeway Rough Hollow Community, Inc. Phase 1, Section 3, Recorded as Document No. 200800242 and Lakeway Rough Hollow Community, Inc. Phase 1, Section 5, Recorded as Document No. 200500237 and Lakeway Rough Hollow Community, Inc. Phase 1, Section 7, Recorded as Document No. 201200130 and Lakeway Rough Hollow Community, Inc. Phase 1, Section 8, Recorded as Document No. 200600012 and Lakeway Rough Hollow Community, Inc. Phase 1, Section 10, Recorded as Document No. 200500239.

The recording data for the Declaration is:

Master Declaration of Covenants, Conditions and Restrictions Rough Hollow South Shore filed on July 25, 2005 and recorded in Document No. 2005181058 of the Official Public Records, Travis County, Texas.

The recording data for Amendments to the Declaration is:

Rough Hollow South Shore Second Amendment to Declaration of Covenants, Conditions and Restrictions filed on February 17, 2006 and recorded as Document No. 2006028955 in the Official Public Records, Travis County, Texas and Rough Hollow South Shore Third Amendment to Declaration of Covenants, Conditions and Restrictions filed on May 18, 2007 and recorded as Document No. 2007090795 in the Official Public Records, Travis County, Texas and Rough Hollow South Shore Fourth Amendment to Declaration of Covenants, Conditions and Restrictions filed on July 23, 2009 and recorded as Document No. 2009124377 of the Official Public Records, Travis County, Texas and Rough Hollow South Shore Fifth Amendment to Declaration of Covenants, Conditions and Restrictions filed on September 21, 2009 and

recorded as Document No. 2009159181 of the Official Public Records, Travis County, Texas and Rough Hollow South Shore Sixth Amendment to Declaration of Covenants, Conditions and Restrictions filed on August 30, 2012 and recorded as Document No. 2012145034 of the Official Public Records, Travis County, Texas and Rough Hollow South Shore Seventh Amendment to Declaration of Covenants, Conditions and Restrictions filed on September 19, 2017 and recorded as Document No. 2017149988 of the Official Public Records, Travis County, Texas and Rough Hollow South Shore Eighth Amendment to Declaration of Covenants, Conditions and Restrictions filed on June 3, 2021 and recorded as Document No. 2021124138 of the Official Public Records, Travis County, Texas.

The following documents have been recorded to annex or add land to the Declaration:

None of than the amendments to the Declaration listed above.

The mailing address of the Association and the name, mailing address, email address, and phone number of the person/entity managing the Association is:

First Service Residential
Sharon Adams
903 Highlands Blvd. Lakeway, Texas 78738
P: 512-261-4600
Sharon.adams@fsresidential.com

The website address for the Association is:

RoughHollowHOA.com

The amount and description of any fees the Association charges relating to a property transfer in the subdivision is:

The Association charges the buyer of any lot in the subdivision a \$300.00 transfer fee due at closing.
The management company charges a \$200.00 fee for a resale certificate.
The management company charges a \$50.00 fee for preparation of a statement of account for refinance.



Sharon Adams
Managing Agent
Lakeway Rough Hollow Community, Inc.
First Service Residential

ACKNOWLEDGMENT

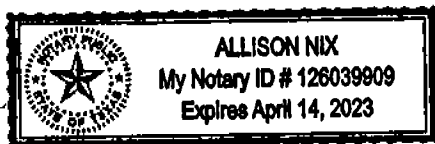
STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on September 7, 2021 by Sharon Adams, Managing Agent of Lakeway Rough Hollow Community, Inc., a Texas nonprofit corporation, on behalf of said corporation.

[SEAL]



Allison Nix
 Notary Public, State of Texas
Allison Nix
 Printed or Typed Name
 My Commission Expires: 4.14.23

AFTER RECORDING, RETURN TO:

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



Ra
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

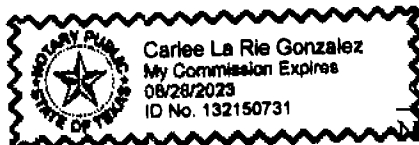
By: RH Lakeway Development GP, LLC, a
Texas Limited Liability Company, General
Partner

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

Oct 15, 2024 11:22 AM Fee: \$37.00

2024113967

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intentionally added for
electronic file stamp.

The undersigned, being the Managing Agent of Lakeway Rough Hollow South Community, Inc., a non-profit corporation organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code which supersedes any prior Management Certificate filed by Lakeway Rough Hollow South Community, Inc.:

1. Name of Subdivision: Lakeway Rough Hollow South.
2. Name of Association: Lakeway Rough Hollow South Community, Inc.
3. Recording Data for the Subdivision:
 - a) Lakeway Rough Hollow South is an addition to the city of Austin located in Travis County, Texas, according to the maps or plats thereof, recorded in the Map Records of Travis County, Texas, under File Numbers 201100156, 200600277, 200800242, 200500237, 201200130, 2006900012, and 200500239 along with any amendments or supplements thereto.
4. Recording Data for the Declaration:
 - a) Lakeway Rough Hollow South is subject to the Declaration of Covenants, Conditions, and Restrictions for Lakeway Rough Hollow South Community, Inc. which are filed in the real property records in Travis County, Texas as follows:
 - a. Filed Document: DCCER; Filed Date: July 25, 2005; Recording Information: 2005181058.
 - b. Filed Document: South Shore Second Amendment to DCCER; Filed Date: February 17, 2006; Recording Information: 2006028955
 - c. Filed Document: Rough Hollow South Shore Third Amendment to DCCER; Filed Date: May 18, 2007; Recording Information: 2007090795
 - d. Filed Document: Rough Hollow South Shore Fourth Amendment to DCCER; Filed Date: July 23, 2009; Recording Information: 2009124377
 - e. File Document: Rough Hollow South Shore Fifth Amendment to DCCER; Filed Date: September 21, 2009; Recording Information: 2009159181
 - f. File Document: Rough Hollow South Shore Sixth Amendment to DCCER; Filed Date: August 30, 2012; Recording Information: 2012145034
 - g. File Document: Rough Hollow South Shore Seventh Amendment to DCCER; Filed Date: September 19, 2017; Recording Information: 2017149988

- h. File Document: Rough Hollow South Shore Eighth Amendment to DCCER;
Filed Date: June 3, 2021; Recording Information: 2021124138
5. Name and Mailing Address of the Association is: Lakeway Rough Hollow South Community, Inc. c/o FirstService Residential Texas, Inc., 5316 West US-290 Service Road, Ste. 100, Austin, Texas 78735.
 6. Name and Mailing Address of Person Managing the Association or Its Designated Representative is: Lakeway Rough Hollow South Community, Inc. c/o FirstService Residential Texas, Inc., 5316 West US-290 Service Road, Ste. 100, Austin, Texas 78735.
 7. Telephone Number to Contact the Association is: 512-266-6771.
 8. Email Address to Contact the Association: Resale Certificates and other information regarding the Association may be requested by contacting the Association c/o FirstService Residential via <https://www.fsresidential.com/texas/resale-and-lender-documents>. Alternatively, you may contact the office for FirstService Residential by e-mail at Mgmt-CertificateTX@fsresidential.com.
 9. The Association's website is: <https://roughhollow.connectresident.com>.
 10. Fees charged by the Association upon the sale or transfer of Property:
 - a. Resale Disclosure Package: \$375.00.
 - i. 1-2 days: \$500.00.
 - ii. 3-5 days: \$450.00.
 - b. Resale Disclosure Update: \$75.00.
 - c. Transfer Fee: Not to Exceed \$350.00.
 - d. Refinance Certificate Fee: \$125.00.
 - i. 1-2 days: \$250.00.
 - ii. 3-5 days: \$200.00.
 - e. Developer/Builder to Homeowner-Statement of Account: \$35.00.
 - i. 1-2 days: \$75.00.
 - ii. 3-5 days: \$50.00.
 - f. HOA Questionnaire (optional): \$250.00.
 - g. Loan Estimate Questionnaire (optional): \$100.00.
 - h. Working Capital:
 - i. Section 10 and Section 7 Upper Rim: \$215.00.
 - ii. Sections 1, 2, 5, and 7 Lower Rim: \$180.00.
 - iii. Section 8 (Villas at Rough Hollow): \$180.00.

Executed on this the 3 day of October 2024.

LAKEWAY ROUGH HOLLOW SOUTH
COMMUNITY, INC.

By: K. Rose-Zapp
Kristie Rose-Zapp, President of FirstService
Residential Austin, LLC

THE STATE OF TEXAS

§

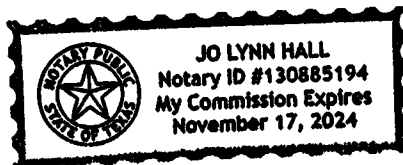
§

ACKNOWLEDGMENT

COUNTY OF AUSTIN

§

BEFORE ME, the undersigned notary public, on this the 3 day of October 2024 personally appeared, President of FirstService Residential Texas, Inc., and Managing Lakeway Rough Hollow South Community, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed and on behalf of the Association.



[Signature]
Notary Public in and for the State of Texas

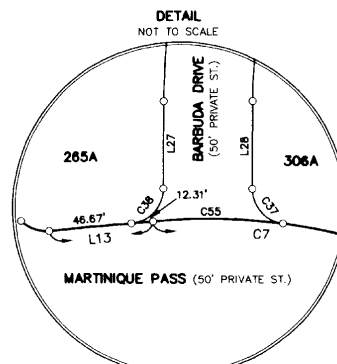
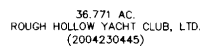
E-RECORDED BY:

IS | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.

SUGAR LAND, TEXAS 77479

CITY OF LAKEWAY, TEXAS



PROJECT NO.:
014-120

DRAWING NO.:
014-120-PL10R

PLOT DATE:
07/06/05

PLOT SCALE:
1"=100'

DRAWN BY:
SF. COD

SHEET
01 OF 03

26560236

State of Texas §
County of Travis §

That Las Ventanas Land Partners, Ltd., a Texas limited partnership, the undersigned owners of Lots 265-275, 278, 279, Block C, and 294-302, 305, 306, 312 and 313, Block F, and a portion of Lot 329 of Rough Hollow Section 10, a subdivision of record in Document No. 538, the C.E.P.I. & M. Survey No. 46, and the WN Davenport Sur. No. 445 of Travis County, Texas, conveyed to us by deed recorded in Document No. 2004230439 of the Official Public Records of Travis County, Texas, and shown on this plat and designated herein as "Resubdivision of Rough Hollow Section 10, Lots 265-275, 278, 279, Block C, and 294-302, 305, 306, 312 and 313, Block F, and a portion of Lot 329" of the City of Lakeway, Travis County, Texas, hereby re-subdivides said 19.872 acres of land to be known as "Resubdivision of Rough Hollow Section 10, Lots 265-275, 278, 279, Block C, and 294-302, 305, 306, 312 and 313, Block F, and a portion of Lot 329" and do hereby dedicate to the use of the public forever all parks, watercourses, drains, public easements, and public places thereon shown for the purposes and consideration therein expressed.

WITNESS MY HAND this 11th day of July, 2005.

Las Ventanas Land Partners, Ltd.

By:

JHLV GP, Inc., a Texas Corporation, its General Partner

By:

Haythem Dawlett, President of the General Partner
205 Wild Basin Road
Bldg. 3, Suite 200
Austin, Texas 78746
512-306-1444
512-306-1620 f

State of Texas §
County of Travis §

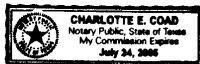
Before me, the undersigned authority, on this day personally appeared Haythem Dawlett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of July, 2005.

Notary Public in and for the State of Texas.

My Commission Expires: 7/24/05

(seal)



Engineer's Certification:

I, Charles E. Steinman the undersigned professional engineer in the State of Texas, do hereby certify that that the exception of variances and agreement amendments requested, to the best of my knowledge the provisions contained on the plat comply with the subdivision ordinances and drainage policies adopted by the City of Lakeway in December of 1997, and Development Agreement dated November 1997, and other Federal, State, regulations in effect on this date.

Charles E. Steinman, P.E.
Registered Professional Engineer
Registration No. 64410
Cook-Steinman & Associates, Inc.
3018 N. Lamar, Suite 200
Austin, Texas 78705
512-454-6777 T 512-454-2999 F

The 100 year Floodplain is fully contained within the drainage easements shown hereon.

A portion of this subdivision is within a designated flood hazard area shown on FEMA map no. 48453c0365, dated June 16, 1993.

Surveyor's Certification:

I, the undersigned professional surveyor, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the notes, information, and provisions contained on this plat comply with the development ordinances adopted by the City of Lakeway, and was prepared from a survey made on the ground under my direct supervision.

Robert C. Watts, Jr.
Registered Professional Land Surveyor
Registration No. 4995
Chaparral Professional Land Surveying, Inc.
2807 Manchaca Road, Bldg. 1
Austin, Texas 78704
512-443-1724 T 512-441-6987 F

Certification by Travis County M.U.D. No. 11:

The tract of land described on this plat is within the boundaries of Travis County M.U.D. No. 11 and has water and wastewater service available.

Dated: 7-25-05
President of the Board
Travis County M.U.D. No. 11

Recommendation for Approval by the Zoning and Planning Commission:

This plot has been submitted to and considered by the Zoning and Planning Commission of the City of Lakeway, Texas and is hereby recommended for approval by the City Council.

Dated: 8-8-05
Chairperson
Zoning and Planning Commission

Approval by the City Council:

Approved and authorized for record by the City Council of the City of Lakeway Texas.

Dated: 8-5-05
Mayor, City of Lakeway, Texas

City Secretary

Certification by Code Official:

This subdivision is within the City Limits of Lakeway on this the 8th day of August, 2005.

Code Official
City of Lakeway, Texas



RESUBDIVISION OF ROUGH HOLLOW SECTION 10, LOTS 265-275, 278, 279, BLOCK C, AND 294-302, 305, 306, 312 AND 313, BLOCK F, AND A PORTION OF LOT 329 CITY OF LAKEWAY, TEXAS

LOT SUMMARY

FAMILY LOTS, (26)
PRIVATE STREET
TOTAL

18.295 ACRES
1.667 ACRES
19.872 ACRES

BLOCK C

LOT 265A 0.456 AC.
LOT 266A 0.697 AC.
LOT 267A 1.116 AC.
LOT 268A 1.678 AC.
LOT 269A 1.514 AC.
LOT 270A 1.498 AC.
LOT 271A 1.312 AC.
LOT 272A 1.180 AC.
LOT 273A 0.872 AC.
LOT 274A 0.848 AC.
LOT 275A 0.829 AC.
LOT 276A 0.490 AC.
LOT 279A 0.709 AC.

BLOCK F

LOT 294A 0.328 AC.
LOT 295A 0.266 AC.
LOT 296A 0.532 AC.
LOT 297A 0.328 AC.
LOT 298A 0.498 AC.
LOT 299A 0.432 AC.
LOT 300A 0.384 AC.
LOT 301A 0.418 AC.
LOT 302A 0.408 AC.
LOT 305A 0.347 AC.
LOT 306A 0.391 AC.
LOT 312A 0.327 AC.
LOT 313A 0.346 AC.

LINE TABLE		
No.	BEARING	LENGTH
L1	S25°35'10"W	27.30'
L2	N70°35'54"W	73.29'
L3	S21°16'37"W	50.03'
L4	S19°24'06"W	140.00'
L5	N70°35'54"W	95.00'
L6	S04°19'11"E	154.01'
L7	N66°32'43"W	151.30'
L8	S18°07'40"W	22.74'
L9	S22°02'24"W	60.72'
L10	N69°59'06"W	153.88'
L11	S15°48'59"W	127.82'
L12	N64°48'24"W	17.32'
L13	S84°37'16"W	58.99'
L14	N77°51'55"W	113.48'
L15	N70°35'54"W	40.39'
L16	S85°20'13"W	13.70'
L17	S85°20'13"W	90.60'
L18	N85°20'13"E	76.90'
L19	N85°20'13"E	90.60'
L20	N85°20'13"E	80.32'
L21	N85°20'13"E	10.28'
L22	S70°35'54"E	36.72'
L23	N74°29'15"W	93.54'
L24	S74°29'15"E	93.54'
L25	N74°29'15"W	29.11'
L26	N74°29'15"W	64.43'
L27	S00°04'01"W	49.50'
L28	N00°04'01"E	49.72'
L29	N06°48'58"E	76.15'
L30	S06°23'12"W	19.04'
L31	S01°20'05"W	42.91'
L32	N01°20'05"E	42.91'
L33	N06°23'12"E	19.04'
L38	S79°45'55"E	1.05'
L39	N22°19'22"E	31.84'
L40	N24°20'47"E	89.41'
L41	N31°53'56"E	110.47'
L42	N43°50'16"E	102.28'
L43	N56°55'24"E	195.87'
L44	N72°55'39"E	210.17'
L45	N89°36'45"E	97.18'
L46	S86°22'43"E	165.36'
L47	S62°21'39"E	139.13'
L48	N63°40'10"E	168.56'
L49	N88°18'59"E	39.23'

CURVE TABLE					
NO.	DELTA	RADIUS	TAN	ARC	CHORD
C1	82°21'13"	50.00'	43.74'	71.87'	65.84'
C2	49°59'41"	20.00'	9.33'	17.45'	16.90'
C3	85°15'50"	20.00'	18.41'	29.76'	27.09'
C4	1°26'53"	525.00'	6.63'	13.27'	13.27'
C5	121°07'30"	60.00'	106.32'	126.84'	104.51'
C6	41°50'43"	20.00'	7.65'	14.61'	14.28'
C7	30°34'20"	325.00'	88.83'	173.42'	171.37'
C8	49°59'41"	20.00'	9.33'	17.45'	16.90'
C9	26°27'18"	50.00'	11.75'	23.09'	22.88'
C10	48°29'27"	50.00'	22.52'	42.32'	41.06'
C11	33°51'46"	50.00'	15.22'	29.55'	29.12'
C12	149°39'	225.00'	3.59'	7.18'	7.18'
C13	22°14'14"	225.00'	44.22'	87.32'	86.78'
C14	24°03'53"	175.00'	37.30'	73.50'	72.96'
C15	20°10'31"	175.00'	31.13'	61.62'	61.30'
C16	20°10'31"	225.00'	40.03'	79.23'	78.82'
C17	7°41'23"	175.00'	11.76'	23.49'	23.47'
C18	12°29'08"	175.00'	19.14'	38.06'	38.06'
C19	13°55'11"	225.00'	27.47'	54.66'	54.53'
C20	61°52'20"	225.00'	12.30'	24.57'	24.55'
C21	105°26'44"	385.00'	505.80'	708.54'	612.70'
C22	88°06'23"	335.00'	324.11'	515.15'	465.87'
C23	13°53'53"	385.00'	46.92'	93.39'	93.16'
C24	14°26'58"	385.00'	48.81'	97.09'	96.84'
C25	14°18'56"	385.00'	48.35'	96.19'	95.94'
C26	12°40'46"	385.00'	42.77'	85.20'	85.03'
C27	12°39'56"	385.00'	42.73'	85.11'	84.93'
C28	12°26'25"	385.00'	41.96'	83.59'	83.43'
C29	12°24'44"	385.00'	41.87'	83.40'	83.24'
C30	12°35'07"	385.00'	42.45'	84.57'	84.40'
C31	7°36'12"	335.00'	22.26'	44.46'	44.42'
C32	19°59'04"	335.00'	59.02'	116.85'	116.25'
C33	38°20'21"	335.00'	116.46'	224.16'	220.00'
C34	22°10'46"	335.00'	65.66'	129.68'	128.87'
C35	0°54'45"	335.00'	2.67'	5.34'	5.34'
C36	17°37'54"	325.00'	50.40'	100.01'	99.62'
C37	82°30'19"	20.00'	17.54'	28.80'	26.38'
C38	84°33'15"	20.00'	18.18'	29.51'	26.91'
C39	98°12'48"	20.00'	23.09'	34.28'	30.24'
C40	98°12'48"	20.00'	23.09'	34.28'	30.24'
C41	50°3'06"	225.00'	9.93'	19.84'	19.83'
C42	50°3'06"	175.00'	7.72'	15.43'	15.42'
C43	55°46'16"	20.00'	10.58'	19.47'	18.71'
C44	55°46'16"	20.00'	10.58'	19.47'	18.71'
C45	291°32'32"	60.00'	40.82'	305.30'	67.50'
C46	42°09'28"	60.00'	23.13'	44.15'	43.16'
C47	57°35'43"	60.00'	32.98'	60.31'	57.81'
C48	48°46'27"	60.00'	27.20'	51.08'	49.55'
C49	50°08'06"	60.00'	28.06'	52.50'	50.84'
C50	53°26'25"	60.00'	30.20'	55.96'	53.96'
C51	39°26'23"	60.00'	21.51'	41.30'	40.49'
C52	43°14'03"	60.00'	23.78'	45.27'	44.21'
C53	77°53'27"	60.00'	48.49'	81.57'	75.43'
C54	24°03'53"	225.00'	47.96'	94.50'	93.81'

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724

PROJECT NO.:
014-120
DRAWING NO.:
014-120-PL10R
PLOT DATE:
07/06/05
PLOT SCALE:
1"=100'
DRAWN BY:
SF, COD
SHEET
02 OF 03

20500238

RESUBDIVISION OF ROUGH HOLLOW SECTION 10, LOTS 265-275, 278, 279, BLOCK C, AND 294-302, 305, 306, 312 AND 313, BLOCK F, AND A PORTION OF LOT 329

CITY OF LAKEWAY, TEXAS

Subdivision Plan Notes

- 1) Prior to the construction of subdivision improvements (paving and drainage), plans, details, and specifications shall be submitted to the City of Lakeway for review and approval.
- 2) The building of streets, roads and other public thoroughfares shown on this plan and any bridges or culverts necessary to be constructed or placed in such streets, roads or other public thoroughfares or in connection therewith, shall be the responsibility of the owner and/or developer of the tract of land covered by this plan in accordance with the plans and specifications prescribed by the City Council of the City of Lakeway, Travis County, Texas. The City of Lakeway does not assume any responsibility to build any of the streets, roads or other public thoroughfares shown on this plan or any bridges or culverts in connection therewith. The erection of traffic-control signs, such as speed limits, "STOP" and "YIELD" signs, etc. shall remain the responsibility of the Developer. All curb cuts, entrances and exits onto public streets or highways shall first be approved by the City of Lakeway, Texas.
- 3) Contour datum of this plan is from GPS observations from the LCRA Control Network, NAVD 1988.
- 4) Benchmarks for this subdivision are shown on sheet 1 herein.
- 5) Electric Utility service for this subdivision will be provided by PEC.
- 6) Plat Data: Total No. of Homes: 26
- 7) All signs shall comply with the sign ordinance in effect at the time of sign permit approval, or as otherwise provided for in the Development Agreement, as amended.
- 8) Public Sidewalks shall be constructed along roadways as indicated hereon and as required by the Preliminary Plan and the Development Agreement, as amended.
- 9) Commercial driveway locations shall be approved by the City of Lakeway.
- 10) Driveway grades shall be within the limits established by the City of Lakeway's Subdivision and Watershed/Site Development Ordinances, and as allowed by the Development Agreement, as amended.
- 11) Street Data: Barbuda Drive 1108 L.F.
Caicos Cove 194 L.F.
- 12) The construction of private roadways and subdivision drainage shall be in accordance with the Lakeway Subdivision Ordinance or as otherwise specified by the Development Agreement.
- 13) All private street right-of-way are also public utility easements (P.U.E.).
- 14) Building setback lines shall be in conformance with current City of Lakeway regulations or as otherwise specified by the Development Agreement.
- 15) A fifteen foot (15') public utility easement is hereby dedicated adjacent to and along all street rights of way, and a five foot (5') public utility easement is hereby dedicated adjacent to and along side lot lines, for the purpose of the placement and maintenance of water, wastewater appurtenances, electrical, propane, and other related service stub-outs.
- 16) It is the intent of the Owner to request the full annexation of this subdivision by the City of Lakeway, coincident with the final platting process.
- 17) All governmental authorities, emergency services, utility company personnel, garbage collection contractors, etc. shall have full access to the subdivision via the private and public streets shown hereon.
- 18) Traffic control signs (stop signs, etc.) to be installed by the Developer will be located and determined as approved by the City of Lakeway Engineer and shall be indicated on the approved street construction plans for each subdivision.
- 19) All development in this subdivision shall be subject to all covenants, conditions, and restrictions, as amended from time to time, as recorded in Document No. ~~2005141058~~ **2005141058**

Watershed Notes

- 1) Erosion controls are required for all site construction in accordance with the Watershed Ordinance.
- 2) This subdivision is located in the Lake Travis watershed.
- 3) Cut of fill shall not exceed those limits specified by the Development Agreement, as amended, except where a variance is granted.
- 4) No fill shall be placed on any lot prior to issuance of a Watershed/Site Development Permit.
- 5) Within certain areas of this subdivision slopes exceed 15 percent as mapped on the Slope Mapping contained herein.
- 6) All development within this subdivision shall comply with the City of Lakeway's Watershed/Site Development Ordinance, and the Development Agreement, as amended.
- 7) Every lot in this subdivision is subject to the City of Lakeway's site clearance procedures. No site clearance, excavation, grading, or landfill shall commence unless a permit shall have first been issued for such work in accordance with the provisions of applicable ordinances and the Development Agreement. Impervious cover shall not exceed the maximum percentage permitted under the City Watershed/Site Development Ordinance and the Development Agreement, as amended.

Utility Notes

- 1) Water and wastewater systems serving this subdivision shall be designed in accordance with Travis County MUD No. 11 criteria. Plans and specifications for improvements shall be approved by Travis County MUD No. 11 prior to construction.
- 2) The electric utility has the right to cut trim trees and shrubbery and remove obstructions to the extent necessary to keep easements clear of obstructions.
- 3) No structure in this subdivision shall be occupied until connected to a public water and wastewater system.
- 4) INTENTIONALLY DELETED
- 5) Additional drainage, public utility or electric easement may be required to be made available by the owner to the City of Lakeway and utility companies as reasonably required for development of this subdivision. Reasonably access for all easements shall be provided.
- 6) Special Wastewater Service Note: Conditional upon the final finish floor elevation of individual lots, it is possible that certain lots in this subdivision could require installation of a private wastewater pump in order to access the public wastewater line. The installation, if required, of a private wastewater pump to service an individual lot shall be the responsibility of the lot owner, and not the responsibility of the Developer, City or wastewater provider.
- 7) INTENTIONALLY DELETED

Drainage Notes

- 1) All finish slab elevations in this subdivision shall be 1.0 foot minimum above the 100-year floodplain elevation.
- 2) The property owner is responsible for maintenance of all water quality facilities, stormwater detention ponds, on-site drainage easements and roadside ditches in private street rights-of-way on the lot abutting the right-of-way once the lot abutting the right-of-way is developed. Maintenance shall be to the standards and specifications contained in the Watershed and Subdivision Ordinances, and as specified by the Development Agreement, as amended.
- 3) No development or construction shall take place on any lot until construction plans for site drainage and temporary water quality are approved by the City of Lakeway in accordance of the City's Subdivision and Watershed Ordinances.
- 4) Flood Hazard Federal Insurance Administration Map Panel No. 48453C0365E dated June 16, 1993 indicate that a portion of the property shown hereon lies within a Special Flood Hazard area.
- 5) On-site stormwater detention is not required for this subdivision.
- 6) The 100-year floodplain is fully contained within the drainage easement shown hereon.
- 7) The owner of any lot receiving drainage from an adjacent property shall install the necessary improvements to convey the 100-year storm through the subject lot into the streets and drainage easements designated hereon.

General Notes

- 1) This project is subject to the terms and conditions of the "development agreement" between the City of Lakeway and the property owner, per City of Lakeway Resolution No. 97-11-17-3, as amended and said agreement and amendments are made a part hereto.
- 2) All open space lots and landscape lots will be owned and maintained by the property owners within this subdivision or their assigns.
- 3) Total linear feet of roadway = 1302 l.f.
- 4) INTENTIONALLY DELETED.
- 5) The City of Lakeway is under no obligation to accept green belt or park land dedications until all necessary trails and improvements have been completed, or as otherwise arranged by the City of Lakeway.
- 6) A license agreement shall be entered into between the developer and the City of Lakeway in coverage of landscaping within a city right-of-way.
- 7) INTENTIONALLY DELETED.
- 8) Travis County M.U.D. No. 11 shall provide water and wastewater service, and the developer shall install the infrastructure necessary, to comply with the fire flow requirements of the City of Lakeway and the Hudson Bend Fire Department / Travis County ESD #6.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, Dana DeBeauvoir, Clerk of Travis County, Texas do hereby certify that the foregoing instrument of writing and its certificate of authentication was filed for record in my office on the 29 day of September, 2005 A.D. at 2:21 O'Clock P. M., duly recorded on the 29 day of September, 2005 A.D. at 2:21 O'Clock P. M., plot records of said County and State in Document Number 2005141058 Official Public Records of Travis County.

Witness my hand and seal of office of the County Clerk, this 29 day of September, 2005 A.D.

Dana DeBeauvoir, County Clerk
Travis County, Texas

Rutner
Deputy

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724

PROJECT NO.:
014-120
DRAWING NO.:
014-120-PL10R
PLOT DATE:
07/06/05
PLOT SCALE:
1"=100'
DRAWN BY:
SF, COD
SHEET
03 OF 03