



AMEND

2007090795

6 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

THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Travis County, Texas

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

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

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

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

RECITALS:

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

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

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

D. Declarant now desires to amend the Declaration as set forth hereinbelow.

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

1. **Propane Utilization Requirement.** *Section 2.05* is hereby added to Article II of the Declaration:

2.05. **Propane Services.**

(a) **Required Lines and Appliances.** Each residential dwelling constructed on a Lot or Condominium Unit within the Property shall be adequately plumbed for the use of propane gas when constructed. All water heaters, central heating and/or furnaces, stoves, cook-tops, ranges, ovens and heated pools (the “**Propane Appliances**”) installed in all new residential dwellings constructed on a Lot or Condominium Unit shall be gas appliances which are capable of utilizing propane gas. The Propane Appliances shall be installed in accordance with the requirements of the Gas Service Division of the Texas Railroad Commission.

(b) **Propane Operator and Gas System.** Declarant presently contemplates that the Declarant, an affiliate of Declarant, the Association,

or an unrelated third party (such party, the "Propane Operator") will provide a propane gas service to the Property, and each Lot or Condominium Unit therein, from a centrally installed propane gas system (the "Gas System"). In such event, unless otherwise provided by the Propane Operator, each Owner shall be obligated, at its sole cost and expense, to construct and maintain such connections from such Owner's Lot or Condominium Unit to the Gas System as may be necessary to permit propane gas service to be provided from the Gas System to the Owner's Lot or Condominium Unit. Each Owner shall be obligated to pay for the charges incurred by such Owner for such propane service. The Association may, at its option and election, add the charges payable by each Owner for such propane service under a Bulk Rate Contract to the Assessments against such Owner's Lot or Condominium Unit.

(c) Restriction on Individual Propane Tanks. No propane gas tank may be maintained on any Lot or Condominium Unit except: (i) personal portable propane tanks not exceeding twenty pounds (20 lbs.), provided, however that such tanks may not be connected to the residential dwelling constructed on the Lot or Condominium Unit; and (ii) propane tanks permanently attached to an automotive vehicle and only if such container is used solely to fuel the operation of the motor vehicle.

(d) Transfer of Facilities. Upon mutual agreement of the Association and the Propane Operator, which agreement may require payment from the Association to the Propane Operator of a capital recovery fee in such amount as the Propane Operator may determine to be appropriate, the Propane Operator, or its successor or assigns, may convey and/or assign to the Association: (i) by bill of sale and assignment acceptable to the Association, good and indefeasible title to the gas lines and facilities located within the Property and used to provide propane or natural gas service to the Property (collectively, the "Facilities"); and (ii) to the extent the Facilities are in private easements in favor of the Propane Operator, or its successor or assigns, by assignment acceptable to the Association, all rights in and to such easements.

(e) Enforcement. If any person, including without limitation any Owner, violates or attempts to violate the provisions of this Section, the Declarant or the Propane Operator, or its successors and assigns, will have the right (but not the obligation) to enforce specific performance of duties and obligations hereunder (which remedy will include the recovery of all costs and expenses, including reasonable attorney's fees, incurred in connection with enforcement of the terms of this Section).

Neither the Association nor any Owner shall have enforcement rights in this Section 2.05.

(f) No Waiver; Severability. Failure to enforce any right, provision, covenant, or condition granted by this Section 2.05 shall not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. If any part or provision of this Section 2.05 is declared invalid, by judgment or court order, the same will not affect any of the other provisions of this Section 2.05, and such remaining portion of the section will remain in full force and effect.

(g) Right of Conversion to Natural Gas. The Propane Operator has the right to convert the Gas System from propane to natural gas; and, upon such conversion by the Propane Operator the terms hereof shall automatically be amended to provide for natural gas service instead of propane.

(h) Amendment and Termination. This Section 2.05 may not be modified, amended or terminated without the written consent of the Propane Operator or such other entity as may succeed the Propane Operator's interest hereunder.

2. Working Capital Assessment. Section 5.13 is hereby added to Article V of the Declaration and is as follows:

5.13. Working Capital Assessment. Each Owner (other than Declarant) of a Lot or a Condominium Unit will pay a one-time working capital assessment to the Association in such amount as may be determined by the Board from time to time in its sole and absolute discretion. Such working capital assessment need not be uniform among all Lots and/or Condominium Units, and the Board is expressly authorized to levy working capital assessments of varying amounts depending on the size, use and general character of the Lots and/or Condominium Units then being made subject to such levy. The levy of any working capital assessment will be effective only upon the recordation in the Official Public Records of Travis County, Texas of a written notice, signed by a duly authorized officer of the Association, setting forth the amount of the working capital assessment and the Lots and/or Condominium Units to which it applies. Upon each transfer of title to a Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof, the working capital assessment hereunder will be immediately due and payable by the transferee of the Lot or Condominium Unit to the Association.

Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who (i) is in the business of constructing residences for resale to third parties and intends to construct a residence (including a Condominium Unit) on such Lot for resale to a third party (a "Homebuilder"); or (ii) acquires a Lot for the purpose of resale to a Homebuilder (a "Development Owner") will not be subject to the working capital assessment; however, the working capital assessment will be payable by any Owner who acquires a Lot and/or a Condominium Unit from a Homebuilder or Development Owner for residential living purposes or by any Owner who: (i) acquires a Lot and/or a Condominium Unit and is not in the business of constructing single-family residences for resale to a third party; or (ii) who acquires the Lot for any purpose other than constructing a single-family residence (including a Condominium Unit) thereon for resale to a third party. In the event of any dispute regarding the application of the working capital assessment to a particular Owner, Declarant's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this Section 5.13. The working capital assessment will be in addition to, not in lieu of, any other assessments levied in accordance with this Article 5 and will not be considered an advance payment of such assessments. The Association will have the power to waive the payment of any working capital assessment attributable to a Lot or Condominium Unit by the recordation in the Official Public Records of Travis County, Texas of a waiver notice executed by a majority of the Board members of the Association.

3. **Propane System Easement.** Section 9.06 is hereby added to Article IX of the Declaration and is as follows:

9.06 **Gas System Easement.** Declarant hereby reserves for itself and its designees and the Propane Operator an easement over and across the Property for the installation, maintenance, repair and replacement of the Gas System. Declarant will have the right, from time to time, to record a written notice in the Official Public Records of Travis County, Texas, which identifies those portions of the Property to which the easement reserved hereunder applies. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or Condominium Unit or residence or Improvement constructed thereon.

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

Executed on this 17 day of May, 2007.

DECLARANT:

ROUGH HOLLOW DEVELOPMENT, LTD., a
Texas limited partnership

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

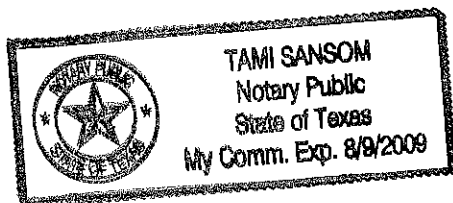
By: [Signature]
Haythem Dawlett, Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17 day of May, 2007, 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]

[Signature]
Notary Public, State of Texas



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature]

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BARTHOD \$36.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS