

AFTER RECORDING RETURN TO:



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

# ROUGH HOLLOW SOUTH SHORE II [PHASE 1, SECTION 1]

## VARIANCE

*Travis County, Texas*

Cross reference to Rough Hollow South Shore II Master Covenant, recorded under Document No. 2009056508, Official Public Records of Travis County, Texas, Rough Hollow South Shore II [Phase 1, Sections 1 and 2] Notice of Applicability of Master Covenant, recorded under Document No. 2009114255, Official Public Records of Travis County, Texas, Rough Hollow South Shore II [Phase 1, Sections 1 and 2] Development Area Declaration recorded under Document No. 2009114256, Official Public Records of Travis County, Texas and Rough Hollow South Shore II [Phase 1, Sections 1 and 2] Design Guidelines recorded under Document No. 2009124379, Official Public Records of Travis County, Texas, as each may be amended from time to time.

COPY

**ROUGH HOLLOW SOUTH SHORE II  
[PHASE 1, SECTION 1]**

**VARIANCE**

This Rough Hollow South Shore II [Phase I, Section I] Variance (this "**Variance**"), is made and executed by **ROUGH HOLLOW DEVELOPMENT, LTD.**, a Texas limited partnership (the "**Declarant**"), and is as follows:

1. **Authority.** Pursuant to *Section 6.02* of the Rough Hollow South Shore II Master Covenant, recorded under Document No. 2009056508, Official Public Records of Travis County, Texas (as the same may be amended from time to time, the "**Master Covenant**"), the Declarant is entitled to act as the "**Architectural Reviewer**" under the Master Covenant for so long as either the Declarant, Las Ventanas Land Partners, Ltd., a Texas limited partnership, or JH West Land Ventures, Ltd., a Texas limited partnership, owns or has the option to acquire all or any portion of the property subject to the Master Covenant. The Declarant currently owns a portion of the property subject to the Master Covenant and, as such, is currently the Architectural Reviewer under the Master Covenant.

Pursuant to *Section 6.06(d)* of the Master Covenant, the Architectural Reviewer may grant variances from compliance with any of the provisions of the Master Covenant or any Development Area Declaration, including, but not limited to, restrictions upon height, size, shape, floor areas, land area, placement of structures, set-backs, building envelopes, colors, materials, or land use, when, in the opinion of the Architectural Reviewer, in its sole and absolute discretion, such variance is justified.

2. **Applicability of Master Covenant, Development Area Declaration and Design Guidelines.** Pursuant to the Rough Hollow South Shore II [Phase 1, Sections 1 and 2] Notice of Applicability of Master Covenant, recorded under Document No. 2009114255, Official Public Records of Travis County, Texas, the Declarant made subject to the terms and provisions of the Master Covenant, among other property, all lots located within Rough Hollow South Shore II, Phase 1, Section 1, a subdivision of record in Travis County, Texas, according to the map or plat thereof recorded under Document No. 200900051, Official Public Records of Travis County, Texas (the "**Property**"). The Declarant subsequently made the Property subject to the terms and provisions of the Rough Hollow South Shore II [Phase 1, Sections 1 and 2] Development Area Declaration recorded under Document No. 2009114256, Official Public Records of Travis County, Texas (the "**Development Area Declaration**"), and the Rough Hollow South Shore II [Phase 1, Sections 1 and 2] Design Guidelines recorded under Document No. 20091124379, Official Public Records of Travis County, Texas (the "**Design Guidelines**"), as each may be amended from time to time. Pursuant to *Section 3.01* of the Development Area Declaration, any and all improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Property (among other property) shall strictly comply with the requirements of the Design Guidelines, unless a variance is obtained pursuant to the Master Covenant.

3. **Variance from Rear Yard Landscaping Requirements.** The Design Guidelines provide that rear yards must be fully landscaped and contain certain plant materials as

specified in the Design Guidelines. In accordance with its authority pursuant to *Section 6.06(d)* of the Master Covenant, the Declarant has determined that a variance to the rear yard landscaping requirements as set forth in the Design Guidelines is justified for the following Lots within the Property: Lots 1-25, Block B (the "**Interior Lots**") and Lots 3-39, 41 and 42, Block A (the "**Exterior Lots**"). Accordingly, notwithstanding any provision to the contrary in the Design Guidelines, in lieu of being required to fully landscape the rear yard in accordance with the requirements set forth in the Design Guidelines, the following rear yard landscaping requirements shall apply to the Interior Lots and the Exterior Lots in the Property:

**Interior Lots:** Full sod shall be required except within beds of existing tree areas only. Additionally, for Interior Lots which are corner Lots, the Architectural Reviewer may require the owner to install additional trees or landscaping, as determined by the Architectural Reviewer in its sole and absolute discretion. The Architectural Reviewer will make such determination on a Lot-by-Lot basis, in consideration of the existing tree count on the Lot.

**Exterior Lots:** Full sod shall be required except within beds of existing tree areas only. Additionally, for Exterior Lots which are corner Lots and/or are visible from Highlands Blvd., the Architectural Reviewer may require the owner to install additional trees or landscaping, as determined by the Architectural Reviewer in its sole and absolute discretion. The Architectural Reviewer will make such determination on a Lot-by-Lot basis, in consideration of the existing tree count on the Lot.

4. **Miscellaneous.** The variance granted by the undersigned hereby is without representation or warranty and is expressly subject to any and all limitations and disclaimers of liability contained in the Master Covenant and the Subordinate Declarations. The variance herein granted shall not operate to waive or amend any of the terms and provisions of the Master Covenant or the Subordinate Declarations for any purpose except as set forth herein and shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Master Covenant or the Subordinate Declarations.

*[SIGNATURE PAGE FOLLOWS]*

Executed to be effective this 17<sup>th</sup> day of July, 2009.

**DECLARANT:**

**ROUGH HOLLOW DEVELOPMENT, LTD.,** a  
Texas limited partnership

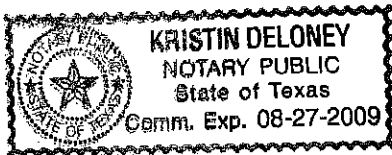
BY: JHLV GP, Inc., a Texas corporation, its general  
partner

By: [Signature]  
Haythem Dawlett, Vice President

STATE OF TEXAS           §  
                                     §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on the 17<sup>th</sup> day of July, 2009, 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 partnership.

[seal]



Kristin Deloney  
Notary Public, State of Texas

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2009 Jul 23 12:53 PM 2009124380

FERGUSONLL \$28.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS