



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jan 24, 2024 12:50 PM Fee: \$ 125.00

2024007739

Electronically Recorded

After recording return to:

Robert D. Burton, Esq.
WINSTEAD PC
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Austin, Texas 78701
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TRAVIS CLUB

COMMUNITY ENHANCEMENT COVENANT

[RESIDENTIAL]

Travis County, Texas

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS COMMUNITY ENHANCEMENT COVENANT UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IN ACCORDANCE WITH SECTION 11.5 OF THE MASTER COVENANT AS FURTHER DESCRIBED BELOW.

DECLARANT: HH-CH-B Blue Lake, LLC, a Delaware limited liability company

Cross reference to Travis Club Master Covenant [Residential], recorded under Document No. 2023141950, in the Official Public Records of Travis County, Texas.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS	2
1.1 Definitions	2
ARTICLE 2 COMMUNITY ENHANCEMENT FEE	3
2.1 Community Enhancement Fee	3
2.2 Community Activities, Services, Programs and Capital Improvements	3
2.3 Contributions to Governmental Entities and Tax Exempt Organizations	5
2.4 Community Enhancement Fee Obligations	5
ARTICLE 3 MISCELLANEOUS	9
3.1 Breach Shall Not Permit Termination	9
3.2 Amendment	9
3.3 Enforcement	9
3.4 Inurement	9
3.5 Severability; Governing Law	9
3.6 Notices	10

TRAVIS CLUB

COMMUNITY ENHANCEMENT COVENANT

[RESIDENTIAL]

This Community Enhancement Covenant [Residential] (the “Community Covenant”), is made by HH-CH-B BLUE LAKE, LLC, a Delaware limited liability company (“Declarant”), and is as follows:

RECITALS

A. Declarant is the owner of certain real property located in Travis County, Texas, as more particularly described on Exhibit “A”, attached hereto (the “Property”). .

B. Declarant has caused to be Recorded that certain Travis Club Master Covenant [Residential], recorded as Document No. 2023141950, in the Official Public Records of Travis County, Texas (the “Master Covenant”).

C. Portions of the Property may be made subject to the Master Covenant upon the Recordation of one or more Notices of Applicability pursuant to *Section 11.5* of the Master Covenant. Upon the Recordation of a Notice of Applicability in the Official Public Records of Travis County, Texas: (i) the portions of the Property described therein shall be governed by and fully subject to this Community Covenant; and (ii) the portions of the Property described therein and any additional property made subject to this Community Covenant in the future shall constitute the “Community” for the purposes set forth herein.

No portion of the Property is subject to the terms and provisions of this Community Covenant until a Notice of Applicability (as defined in *Section 11.5* of the Master Covenant) is Recorded in the Official Public Records of Travis County, Texas. A Notice of Applicability may only be Recorded by Declarant.

Property versus Community

“Property” - Land described in *Exhibit “A”*. This is the land that may be made subject to this Community Covenant, from time to time, by the Recording of one or more Notices of Applicability.

“Community” - This is the portion of the land described in *Exhibit “A”* that has been made subject to this Community Covenant through the Recordation of a Notice of Applicability.

D. Upon Recordation by Declarant, and as further set forth below, this Community Covenant creates a funding structure to support interest affecting the Community through the levy and collection of a Community Enhancement Fee (as defined below).

NOW, THEREFORE, it is hereby declared that upon the Recordation of a Notice of Applicability pursuant to *Section 11.5* of the Master Covenant: (i) such portions of the Property described in the Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions which shall run with such Property and shall be binding upon all parties having right, title, or interest in or to such Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit and burden of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to such Property, 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.

ARTICLE 1 DEFINITIONS

1.1 **Definitions.** Any capitalized terms used but not defined herein shall have the meanings ascribed such terms in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Community Covenant will have the following meanings:

(i) “Board” means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

(ii) “Community Enhancement Fee” has the meaning given such term in Section 2.4 below.

(iii) “Community Investment Fund” means the account designated pursuant to this Community Covenant to receive the Community Enhancement Fee.

(iv) “Transfer” means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, lease, or other grant or conveyance of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (i) the conveyance of fee simple title to any Lot or Condominium Unit; (ii) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (iii) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited

liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Community Covenant.

(v) "Transfer Price" means the greater of: (i) the price paid by the Transferee for the Lot or Condominium Unit; or (ii) the value of the Lot or Condominium Unit, including any Improvements or betterments constructed thereon, as determined by the Travis County Appraisal District in their most recent valuation of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of clause (ii) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

(vi) "Transferee" means all parties to whom any interest passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Community Covenant.

(vii) "Transferor" means all parties who pass or convey any interest by a Transfer, and each party included in the term "Transferor" shall have joint and several liability for all obligations of that Transfer, as provided for in this Community Covenant.

ARTICLE 2 COMMUNITY ENHANCEMENT FEE

2.1 Community Enhancement Fee. The Board, acting on behalf of the Association shall have the authority to levy and collect the Community Enhancement Fee, as further set forth below.

2.2 Community Activities, Services, Programs and Capital Improvements. Through the collection and administration of the Community Enhancement Fee, the Board may organize, fund, and administer such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable, and appropriate to serve as a means to: (i) enhance and promote the advancement of the Community and the Property; (ii) encourage, support and fund Community or Community-related programs, activities, services, interests or construction of Improvements or other infrastructure benefiting the Property or the Community; (iii) fund the provision of electronic access to Community documents and documents pertaining to the Property; and (iv) fund educational, charitable, social, cultural, recreational, political, physical activities, capital Improvements or other infrastructure, services or programs benefiting, affecting or of interest to

the Community and the Property. Such activities, capital Improvements or other infrastructure, services, and programs may include, but are not limited to, the following:

- (i) primary and adult formal or informal education programs;
- (ii) training and orientation programs;
- (iii) learning centers, computer centers, activity centers and/or business centers;
- (iv) coordinated activities and recreational and social programs (*e.g.*, book clubs, hikes, cooking classes, scavenger hunts, etc.);
- (v) environmental programs (*e.g.*, community-wide recycling, community gardens, etc.);
- (vi) activities designed to promote compliance with community regulations through education, communication, and grass roots support;
- (vii) promotional and public relations activities on behalf of the Community;
- (viii) cultural, artistic, environmental, and wellness programs;
- (ix) community services for the benefit of the Community's residents (*e.g.*, caretaker services, childcare, personal shopping services, etc.);
- (x) developing, hosting or maintaining Community internet or intranet sites;
- (xi) community-wide audio, video and technology;
- (xii) charter clubs and other volunteer organizations and activities;
- (xiii) capital Improvements consisting of charitable, educational, cultural, social, recreational, environmental, political, physical fitness and/or wellness facilities or other infrastructure; and
- (xiv) other services, activities, and programs which enhance the sense of community within the Development.

Nothing in this Section shall be construed as a representation by Declarant, the Board or the Association to what, if any, activities, services, or programs shall be provided.

2.3 Contributions to Governmental Entities and Tax Exempt Organizations. On behalf of the Association, the Board may contribute money, real or personal property, or services to any Governmental Entity or any non-profit, tax-exempt organization, the operation of which confers some benefit upon the Community, the Association, its members, or residents. The Board may also approve additional funds to be contributed to any reserves established by the Association for the benefit of the Community, the Association, its members or residents. Any funds contributed to such Governmental Entity, tax exempt organization or the Associations reserves may be paid from the Community Investment Fund. For the purposes of this Section, a “tax-exempt organization” shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the “Code”), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

2.4 Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property:

2.4.1 Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or Condominium Unit within the Community, the Transferee thereof shall be obligated to pay a “**Community Enhancement Fee**” to the Association equal to the Transfer Price multiplied by one-fourth of one percent (0.25%), unless the Transfer in question is excluded under this Community Covenant. The Community Enhancement Fee is neither imposed as a penalty nor a tax, but rather is imposed as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Community Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an Assessment imposed by and subject to all rights, obligations and provisions set forth in *Article 7* of the Master Covenant.

2.4.2 Liability for the Community Enhancement Fee. If the Transferee does not pay the Community Enhancement Fee as required by this Section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with *Article 7* of the Master Covenant.

2.4.3 Deposit of Community Enhancement Fee Into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements

schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

2.4.4 Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor or Transferee shall provide a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records and to audit all accounts of any owner, Transferor, or Transferee which are reasonably related to the payment of the Community Enhancement Fee.

2.4.5 Disbursements. Upon Majority vote, the Board may, from time to time, make disbursements from the Community Investment Fund to achieve the objectives set forth in this Community Covenant or to pay costs to administer this Community Covenant and the Community Investment Fund.

2.4.6 Community Enhancement Fee Lien and Foreclosure. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an Assessment lien arising under *Article 7* of the Master Covenant. Each Owner, and each prospective Owner, is placed on notice that the Owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the Owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an Assessment lien in accordance with the terms and provisions set forth in *Article 7* of the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first mortgage Recorded lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in questions; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded, before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a

superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former Owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Community Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records for Travis County, Texas. If the debt is cured after a notice has been recorded, the Association shall record a release of the notice of lien at the expense of the curing Owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each Owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other Assessment liens as further set forth in *Article 7* of the Master Covenant.

2.4.7 Reporting on Exclusions from Community Enhancement Fee. In the event that a Transferee or Transferor is involved in a Transfer that it believes to be excluded from the requirement to pay the Community Enhancement Fee under this Section, the Transferee or Transferor shall provide written notice (the "Notice") to the Board within five (5) days prior to the Transfer in question, explaining the Transfer and the reason such Transfer should be excluded. If, after review of the Notice, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, the Board shall notify the party providing the Notice of its obligation to pay the Community Enhancement Fee to the Association. Prior to its decision on any Notice, the Board may request additional information or clarification from the party submitting such Notice, and such party shall promptly provide the Board with such additional information.

2.4.8 Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to any of the following, except to the extent any of the following are used for the purpose of avoiding the Community Enhancement Fee:

- (i) Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city and county, municipality, district or other political subdivision of such states;
- (ii) Transfer to the Association. Any Transfer to the Association created pursuant to the Master Covenant, or its respective successors or assignees;
- (iii) Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees;

(iv) Transfer from Declarant. Unless waived in writing by Declarant, any Transfer from or by Declarant or its successor, assignee or affiliate;

(v) Transfer to Homebuilder/Development Owner. Any Transfer from Declarant, or its successor, assignee or affiliate, to a Homebuilder or a Development Owner. For purposes of this subparagraph, “**Homebuilder**” means any Owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party, and “**Development Owner**” means any Owner who acquires a Lot for the purpose of resale to a Homebuilder;

(vi) Transfer to Initial Homeowner. Any Transfer to an Initial Homeowner. For the purposes of this subparagraph, “**Initial Homeowner**” means the first Owner that acquires a Lot or Condominium Unit with a completed residence from a Homebuilder or Developer and that is not in the business of constructing single-family residences for resale to third parties;

(vii) Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person’s stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion;

(viii) Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;

(ix) Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses;

(x) Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding;

(xi) Exempt Transfers On Conveyance To Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure;

(xii) Holding Company Exemption. Any Transfer made by a corporation or other entity, for consideration (1) to any other corporation or entity which owns one hundred percent (100%) of its equity securities (a “**Holding Company**”), or (2) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one hundred percent (100%) by such Holding Company;

(xiii) Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with, such Transfer; and

(xiv) Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

ARTICLE 3 MISCELLANEOUS

3.1 **Breach Shall Not Permit Termination.** Notwithstanding anything to the contrary contained herein, no breach of this Community Covenant shall entitle Declarant or the owner of any portion of the Property to cancel, rescind or otherwise terminate this Community Covenant.

3.2 **Amendment.** This Community Covenant may be amended: (i) unilaterally by the Declarant during the Development Period; or (ii) the Majority vote by the Board and the Declarant during the Development Period.

3.3 **Enforcement.** The Association or Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Community Covenant.

3.4 **Inurement.** This Community Covenant and the restrictions created hereby are binding upon the Owners of all or any portion of the Property.

3.5 **Severability; Governing Law.** The provisions of this Community Covenant 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. This Community Covenant and all rights and obligations created hereby shall be governed by

the laws of the State of Texas. This Community Covenant is performable in Travis County, Texas.

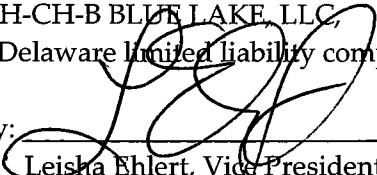
3.6 Notices. Any notice to any owner of the Property shall be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as FedEx) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the intended recipient's last known mailing address. All notices under this Community Covenant shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

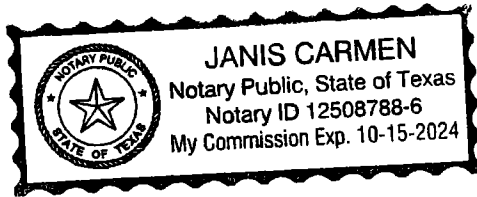
HH-CH-B BLUE LAKE, LLC,
a Delaware limited liability company


By: 
Leisha Ehlert, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on January 11, 2024, by Leisha Ehlert, Vice President of HH-CH-B Blue Lake, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)




Notary Public Signature

Signature Page

TRAVIS CLUB
COMMUNITY ENHANCEMENT COVENANT [RESIDENTIAL]

EXHIBIT A

DESCRIPTION OF PROPERTY

JUNE 23, 2022
PROJECT: TRAVIS CLUB

JOB NO. 2056-02

FIELD NOTE NO. 2056-01

FIELD NOTES

A DESCRIPTION OF 1047.527 ACRES OF LAND SITUATED IN THE BEATY, SEAL & FORWARD SURVEY NO. 45, ABSTRACT NO. 131, THE BEATY, SEAL & FORWARD SURVEY NO. 41, ABSTRACT NO. 133, THE GEORGE H. COX SURVEY NO. 44, ABSTRACT NO. 2563, THE GEORGE H. COX SURVEY NO. 46, ABSTRACT NO. 2564, THE J.W. BROWN SURVEY NO. 44, ABSTRACT NO. 2650 AND THE J. B. MILAM SURVEY NO. 643, ABSTRACT NO. 2197, TRAVIS COUNTY, TEXAS BEING THAT CERTAIN 157.98 ACRES OF LAND, DESIGNATED AS TRACT 1, THAT CERTAIN 116.21 ACRES OF LAND, DESIGNATED AS TRACT 2, AND THAT CERTAIN 117.77 ACRES OF LAND, DESIGNATED AS TRACT 3 AND A PORTION OF THAT CERTAIN 17.19 ACRES OF LAND DESIGNATED AS TRACT 4 AND A PORTION OF THAT CERTAIN 501.01 ACRES OF LAND DESIGNATED AS TRACT 5, CONVEYED TO HH-CH-B BLUE LAKE, LLC, RECORDED IN DOCUMENT NO. 2021163725 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, AND BEING THAT CERTAIN 148.604 ACRES OF LAND DESIGNATED AS TRACT II, CONVEYED TO HH-CH-B BLUE LAKE, LLC, RECORDED IN DOCUMENT NO. 2021163781, OF THE SAID OFFICIAL PUBLIC RECORDS SAVE AND EXCEPT, VIZCAYA, BLOCK F, LOT 11, A SUBDIVISION RECORDED IN DOCUMENT NO. 200900059, OF THE SAID OFFICIAL PUBLIC RECORDS AND BEING THAT CERTAIN 1.000 ACRES, CONVEYED TO HH-CH-B BLUE LAKE, LLC, RECORDED IN DOCUMENT NO. 2022003959 OF THE SAID OFFICIAL PUBLIC RECORDS, WHICH IS INCLUDED IN SAID 501.01 ACRES TRACT 5, SAID 1047.527 ACRES BEING TWO (2) TRACTS OF LAND DESIGNATED HEREIN AS TRACT 1 CONTAINING 771.859 ACRES OF LAND AND TRACT 2 CONTAINING 275.668 ACRES OF LAND AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1

BEGINNING at a 1/2 inch iron rod with cap marked "McANGUS SURVEY" found for the most westerly corner of said 116.21 acres, Tract 2, same being the most southerly corner of that certain 1.72 acres of land conveyed to Southwestern Bell Telephone Company, recorded in Volume 5259, Page 564 of the Deed Records of said county on the easterly margin of Bee Creek Road, a variable width R.O.W.;

THENCE along the westerly line of said 116.21 acres Tract 2 and the easterly line of said 1.72 acres, as generally fenced,

EXHIBIT "A"

FIELD NOTE NO. 2056-01

N28°49'57"E, 386.46 feet to a 1/2 inch iron rod found for the northeast corner of said 1.72 acres and the most easterly southeast corner of said 148.604 acres Tract II;

THENCE, departing said westerly line of said 116.21 acres Tract 2, along the northerly and westerly lines of said 1.72 acres and the southerly lines of said 148.604 acres Tract II, as generally fenced the following two (2) courses:

1. N61°06'42"W, 249.98 feet to a 5/8 inch iron rod found for the most northerly corner of said 1.72 acres, and
2. S28°49'15"W, 208.99 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found for the southwest corner of said 1.72 acres on the north margin of said Bee Creek Road;

THENCE, along the north margin of said Bee Creek Road and the southerly lines of said 148.604 acres Tract II, as found fenced and used upon the ground, the following seven (7) courses:

1. N29°09'29"W, 95.49 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
2. N59°46'58"W, 153.50 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
3. N86°12'27"W, 204.29 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
4. S86°45'23"W, 145.36 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
5. S51°52'59"W, 286.06 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
6. S78°39'34"W, 142.74 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found, and
7. N87°28'51"W, 220.69 feet to a 1/2 inch iron rod with cap marked "BGE INC" found for the most easterly corner of that certain 0.3331 acre tract of land conveyed to Travis County for roadway purposes, recorded in Volume 11518, Page 294 of the Real Property Records of said county;

EXHIBIT "A"

FIELD NOTE NO. 2056-01

THENCE, departing said fence along the north lines of said 0.3331 acres and the southerly lines of said 148.604 acres Tract II, the following two (2) courses:

1. N75°56'52"W, 296.62 feet to a 5/8 inch iron rod with cap marked "BGE INC" found, and
2. S86°07'18"W, 151.54 feet to 1/2 inch iron rod with cap marked "BGE INC" found for the southwest corner said 148.604 acres Tract II in the east margin of Thurman Bend Road A.K.A. Cat Hollow Road, a public roadway described in Travis County Commissioners Court Road Book No. 3, Pages 568-571;

THENCE, departing the north line of said 0.3331 acres, along the westerly line of said 148.604 acres Tract II, N36°53'28"W, 6.48 feet to a 1/2 inch iron rod with cap marked "BGE INC" found for an angle point;

THENCE, along the westerly line of said 148.604 acres Tract II, same being the said east margin of Thurman Bend Road, generally as fenced, N02°48'27"W, 402.12 feet to a 5/8 inch iron rod found for an angle point;

THENCE, continuing along said westerly line of 148.604 acres Tract II and the east margin of said Thurman Bend Road, generally as fenced, the following nineteen (19) courses:

1. N00°56'31"E, 237.41 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
2. N05°10'54"W, 177.10 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
3. N03°14'59"W, 58.98 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
4. N03°35'47"E, 67.18 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
5. N18°44'29"E, 80.12 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
6. N36°22'07"E, 68.81 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,

EXHIBIT "A"

FIELD NOTE NO. 2056-01

7. N53°23'27"E, 81.21 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
8. N64°39'10"E, 55.46 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
9. N67°22'07"E, 109.57 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
10. N63°58'08"E, 63.09 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
11. N56°42'03"E, 58.55 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
12. N47°51'20"E, 65.16 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
13. N44°41'24"E, 68.83 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
14. N48°04'49"E, 75.29 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
15. N56°24'08"E, 92.94 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
16. N61°34'15"E, 68.93 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
17. N63°25'22"E, 81.35 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
18. N67°15'23"E, 53.54 feet to a cotton gin spindle found,
19. N75°37'28"E, 38.62 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found, for the northwest corner of said Vizcaya Block F, Lot 11;

THENCE, departing the said westerly line of 148.604 acres Tract II and the said east margin of said Thurman Bend Road, crossing a portion of the said 148.604 acres Tract II, along the westerly, southerly and easterly lines of said Vizcaya Block F, Lot 11, the following five (5) courses:

EXHIBIT "A"

FIELD NOTE NO. 2056-01

1. S07°59'48"W, 301.69 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
2. N79°17'26"E, 488.25 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
3. N39°26'11"W, 62.89 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
4. a distance of 109.60 feet along the arc of a curve to the right, having a radius of 90.00 feet, a central angle of 69°46'14", and a chord that bears, N04°33'05"W, 102.95 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found, and
5. N09°25'44"W, 86.34 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found on the said westerly line of 148.604 acres Tract II, same being the said east margin of said Thurman Bend Road;

THENCE continuing along said westerly line and said east margin, as found fenced and used upon the ground, the following thirty-one (31) courses:

1. N74°13'03"E, 40.94 feet to a 1/2 inch iron rod found,
2. N64°17'04"E, 47.11 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
3. N53°51'09"E, 54.74 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
4. N40°11'27"E, 204.30 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
5. N37°56'29"E, 102.83 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
6. N42°02'20"E, 50.17 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
7. N43°15'21"E, 102.58 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
8. N45°39'10"E, 450.75 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,

EXHIBIT "A"

FIELD NOTE NO. 2056-01

9. N43°27'12"E, 107.02 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
10. N40°52'02"E, 52.39 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
11. N35°19'36"E, 51.07 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
12. N23°19'26"E, 30.79 feet to a 5/8 inch iron rod found,
13. N17°07'45"E, 147.70 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
14. N08°37'08"E, 32.13 feet to a 5/8 inch iron rod found,
15. N10°50'11"E, 172.24 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
16. N14°45'32"E, 51.49 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
17. N16°34'03"E, 51.58 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
18. N23°13'08"E, 51.21 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
19. N37°18'56"E, 95.43 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
20. N50°10'18"E, 89.24 feet to a 5/8 inch iron rod found,
21. N73°09'25"E, 216.12 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found,
22. N64°05'13"E, 105.42 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
23. N36°13'17"E, 96.44 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
24. N34°45'02"E, 75.12 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,
25. N32°16'06"E, 467.55 feet to a 1/2 inch iron rod with cap marked "BGE INC" found,

EXHIBIT "A"

FIELD NOTE NO. 2056-01

26. N25°26'10"E, 69.86 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
27. N29°02'30"E, 268.58 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
28. N30°38'17"E, 101.95 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
29. N37°53'45"E, 51.07 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
30. N40°18'57"E, 50.98 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post, and
31. N44°01'12"E, 407.77 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found for the most northerly corner of said 148.604 Tract II on the south line of said 17.19 acres Tract 4, from which a 1/2 inch iron rod found on the west margin of said Thurman Bend Road and on the easterly line of that certain 479.689 acres Tract I, conveyed to HH-CH-B Blue Lake, LLC in said Document No. 2021163781, for the southwest corner of said 17.19 acres Tract 4, bears N61°40'01"W, crossing said Thurman Bend Road, 52.18 feet;

THENCE, departing said westerly line of 17.19 acres Tract 4, crossing said 17.19 acres Tract 4 and said 501.01 acres Tract 5, continuing along said east margin of Thurman Bend Road, as found fenced and used upon the ground, the following sixteen (16) courses:

1. N32°01'26"W, 10.13 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post found,
2. N60°24'12"E, 553.18 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
3. N28°43'48"E, 240.91 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
4. N02°09'16"E, 13.30 feet to a cotton gin spindle found at a fence post,
5. N27°15'15"E, 193.00 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,

EXHIBIT "A"

FIELD NOTE NO. 2056-01

6. N59°34'45"E, 635.97 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
7. N35°10'05"E, 357.45 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
8. N51°00'29"E, 573.82 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
9. N35°35'40"E, 228.94 feet to a cotton gin spindle found at a fence post,
10. N15°34'26"E, 241.88 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
11. N50°47'36"E, 114.54 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
12. N79°19'43"E, 654.08 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
13. S55°03'21"E, 270.04 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
14. N82°44'09"E, 787.07 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,
15. N42°12'24"E, 642.53 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post, and
16. S73°29'43"E, 139.08 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post for an angle point on the north line of said 501.01 acres Tract 5, from which, a 1/2 inch iron rod with cap marked McAngus Surveying found on the north margin of said Thurman Bend Road, same being an angle point on the said north line of 501.01 acres Tract 5, bears, N16°30'17"E, 69.99 feet;

THENCE along the said south margin of Thurman Bend Road and the northerly line of said 501.01 acres Tract 5, as found fenced and used upon the ground, the following three (3) courses:

1. S73°42'45"E, 496.93 feet to a 5/8 inch iron rod with cap marked "RL Surveying" found at a fence post,

EXHIBIT "A"

FIELD NOTE NO. 2056-01

2. N64°46'38"E, 479.75 feet to a 1/2 inch iron rod found, and
3. S14°17'45"E, 15.08 feet to a 1/2 inch iron rod found for the northwest corner of Block A of Angel Bay, a subdivision recorded in Document No. 199900173 of the said Official Public Records;

THENCE, departing the south margin of said Thurman Bend Road and said northerly line of 501.01 acres Tract 5, along the southeast line of said 501.01 acres Tract 5, same being the northwest line of said Block A, Angel Bay, S28°08'01"W, 4051.61 feet to a 60d nail found for an angle point on said southeast line of the 501.01 acres Tract 5, same being an angle point on the said west line of Block A, Angel Bay and being the a northerly corner of that certain 85.8040 acres, conveyed to JH-LJ Lake Travis, Ltd., recorded in Document No. 2020045523 of the said Official Public Records;

THENCE, continuing along said southeast line of 501.01 acres Tract 5 and a northwesterly line of the said 85.8040 acres S87°26'55"W, 91.82 feet to a 1/2 inch iron pipe for the northwest corner of said 85.8040 acres;

THENCE, continuing along said southeast line of 501.01 acres Tract 5 and the northwest line of said 85.8040 acres S28°52'11"W, 2847.09 feet to a 1/2 inch iron rod found for the most northerly corner of that certain 10.00 acres Tract One, conveyed to the Catholic Diocese of Austin, recorded in Document No. 2000204845 of the said Official Public Records, same being a westerly corner of said 85.8040 acres;

THENCE, continuing along said southeast line of 501.01 acres Tract 5 and the northwest line of said 10.00 acres Tract One, S28°55'01"W, 930.85 feet to a 1/2 inch iron pipe found for the most northerly corner of that certain 1.31 acres Tract Two, conveyed to said Catholic Diocese of Austin, recorded in said Document No. 2000204845, same being the westerly corner of said 10.00 acres Tract One;

THENCE, continuing along said southeast line of 501.01 acres Tract 5 and the northwest line of said 1.31 acres Tract Two, S28°52'53"W, 328.63 feet to a cotton gin spindle found for the southwest corner of said 1.31 acres Tract Two and an angle point on said southeast line of 501.01 acres Tract 5, on the northwest R.O.W. line of Siesta Shores Drive, 60.00 foot wide R.O.W.;

EXHIBIT "A"

FIELD NOTE NO. 2056-01

THENCE, continuing along said southeast line of 501.01 acres Tract 5 and said northwest R.O.W. line of Siesta Shores Drive the following two (2) courses:

1. S28°31'16"W, 794.00 feet to a 1/2 inch iron rod with cap marked "McANGUS SURVEY" found, and
2. S28°52'46"W, 340.20 feet to a 60d nail in fence post found for the most southerly corner of said 501.01 acres Tract 5 and the most easterly corner of said 116.21 acres Tract 2;

THENCE, continuing along said northwest R.O.W. line of Siesta Shores Drive, the north R.O.W. lines of said Siesta Shores Drive and the southeast and south lines of said 116.21 acres Tract 2, the following six (6) courses:

1. S28°51'10"W, 2333.69 feet to a 1/2 inch iron pipe found,
2. S63°58'38"W, 98.15 feet to a 1/2 inch iron pipe found,
3. N80°52'54"W, 390.22 feet to a 1/2 inch iron pipe for a non-tangent point of curvature,
4. a distance of 208.73 feet along the arc of a curve to the right whose radius is 678.79 feet, central angle is 17°37'06" and whose chord bears N72°02'18"W, 207.91 feet to a 1/2 inch iron pipe,
5. N63°17'39"W, 102.97 feet to a 1/2 inch iron pipe for a non-tangent point of curvature, and
6. a distance of 293.82 feet along the arc of a curve to the left whose radius is 1754.83 feet, central angle is 09°35'36" and whose chord bears N68°02'47"W, 293.47 feet to a 1/2 inch iron pipe at the intersection of the said north R.O.W. line of Siesta Shores Drive with the easterly margin of said Bee Creek Road;

THENCE, departing said north R.O.W. line of Siesta Shores Drive and the south lines of said 116.21 acres Tract 2, along the easterly margin of said Bee Creek Road and the westerly lines of said 116.21 acres Tract 2, the following five (5) courses:

1. N36°46'12"W, 137.02 feet to a fence post,
2. N06°03'23"W, 1014.64 feet to a fence post,

EXHIBIT "A"

FIELD NOTE NO. 2056-01

3. N07°06'26"E, 591.30 feet to a fence post,
4. N16°05'31"W, 572.62 feet to a fence post, and
5. N44°21'33"W, 278.16 feet to the POINT OF BEGINNING of the herein described Tract 1 containing 771.859 acres of land more or less.

TRACT 2

BEGINNING at a fence post for the most westerly corner of said 157.98 acres Tract 1 and the most northerly corner of that certain 68.910 acres, conveyed to Capitol Rod and Gun Club, recorded in Volume 1682, Page 263 of the Deed Records of said county, on the southeast R.O.W. line of said Siesta Shores Drive;

THENCE along said southeast R.O.W. line of Siesta Shores Drive and the northwest line of said 157.98 acres Tract 1, N28°50'11"E, 2233.48 feet to a 1/2 inch iron pipe for the northwest corner of said 157.98 acres Tract 1;

THENCE, departing said southeast R.O.W. line of Siesta Shores Drive and said northwest line of 157.98 acres Tract 1, along the north lines of said 157.98 acres Tract 1 and the south R.O.W. line of said Siesta Shores Drive, the following three (3) courses:

1. N73°39'21"E, 291.19 feet to a 1/2 inch iron pipe,
2. N87°56'11"E, 165.95 feet to a fence post, and
3. S61°11'43"E, 1052.98 feet to a fence post for an angle point on the north line of said 157.98 acres Tract 1 and the northwest corner of Siesta Shores Section II, a subdivision recorded in Volume 86, Page 10D of the Plat Records of said county;

THENCE, departing said south R.O.W. line of Siesta Shores Drive, along an interior line of said 157.98 acres Tract 1 and the west line of said Section II, S12°51'04"W, 983.69 feet to a 1/2 inch iron rod for an interior corner of said 157.98 acres Tract 1, the most westerly corner of said 117.77 acres Tract 3 and the southwest corner of said Section II;

THENCE, along the north line of said 117.77 acres Tract 3, the south line of said Section II and the south line of Siesta Shores

EXHIBIT "A"

FIELD NOTE NO. 2056-01

Section I, a subdivision recorded in Volume 11, Page 71 of the said Plat Records the following two (2) courses:

1. S77°11'31"E, 2312.11 feet to a calculated point, and
2. N77°50'25"E, 1371.75 feet to a calculated point for the northeast corner of said 117.77 acres Tract 3;

THENCE, departing said the said south line of Siesta Shores Section I, along the east and south lines of said 117.77 acres Tract 3, the following five (5) courses:

1. S30°36'47"W, 917.50 feet to a calculated point,
2. S18°20'47"W, 1088.00 feet to a calculated point,
3. S04°50'47"W, 864.50 feet to a calculated point,
4. S01°55'47"W, 67.30 feet to a calculated point, and
5. N65°48'13"W, at 1654.18 feet, pass the northeast corner of Izaak Walton Subdivision, a subdivision recorded in Volume 8, Page 4 of the said Plat Records, and a total distance of 2083.40 feet to a 1/2 inch iron rod for the most easterly corner of Lot 13 of said Izaak Walton Subdivision;

THENCE continuing along said south line of said 117.77 acres Tract 3, and the north line of said Lot 13, N76°58'39"W, 297.19 feet to a 1/2 inch iron rod for the southwest corner of said 117.77 acres Tract 3 and the northwest corner of said Lot 13 on the east line of Lot 32, S & S Subdivision, a subdivision recorded in Volume 8, Page 92 of the said Plat Records, and on the east line of Travis Villas Condominium, recorded in Document Nos. 2007172338 and 2011108082, of the said Official Public Records;;

THENCE, along the west line of said 117.77 acres Tract 3, the east line of said Lot 32 and the east line of said Travis Villas Condominium, the following two (2) courses:

1. N13°34'57"E, 147.93 feet to a 1/2 inch iron pipe, and
2. N12°24'06"E, 212.29 feet to a 1/2 inch iron rod for the southeast corner of said 157.98 acres Tract 1 and the northeast corner of said Travis Villas Condominium;

THENCE, departing said west line of 117.77 acres Tract 3, along the south line of said 157.98 acres Tract 1 and the north line of

EXHIBIT "A"

FIELD NOTE NO. 2056-01

said Travis Villas Condominium, the north line of that certain 0.396 acre tract of land, conveyed to John and Sharon Olson, recorded in Volume 9752, Page 445 of the said Real Property Records and the north lines of that certain 1.988 acres of land conveyed to J.W. Holdings, L.P., recorded in Document No. 2012010328 of the said Official Public Records the following six (6) courses:

1. S79°12'13"W, 252.63 feet to a 1/2 inch iron rod found,
2. S80°08'52"W, 365.15 feet to a 1/2 inch iron rod found,
3. S80°37'03"W, 289.93 feet to a fence post,
4. S49°29'18"W, 268.59 feet to a fence post,
5. S11°02'48"W, 137.26 feet to a fence post, and
6. S59°36'08"W, 281.15 feet to a fence post for the most southerly corner of said 157.98 acres Tract 1 and the most westerly corner of said 1.988 acres on the northeast line of said 68.910 acres;

THENCE, along the southwest line of said 157.98 acres Tract 1 and the northeast line of said 68.910 acres N40°07'12"W, 2266.35 feet to the POINT OF BEGINNING of the herein described Tract 2 containing 275.668 acres of land more or less together with the herein described Tract 1 containing 771.859 acres of land more or less for a total of 1047.527 acres of land more or less.