

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Mar 14, 2024 02:15 PM Fee: \$45.00

2024027362

Electronically Recorded

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701



RESTRICTIVE COVENANT

Travis Club Membership

NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" OF THAT CERTAIN TRAVIS CLUB MASTER COVENANT, RECORDED AS DOCUMENT NO. 2023141950, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (THE "COVENANT"), IS SUBJECT TO THE TERMS OF THIS RESTRICTIVE COVENANT FOR TRAVIS CLUB MEMBERSHIP UNLESS A NOTICE OF APPLICABILITY APPLICABLE TO SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IN ACCORDANCE WITH SECTION 11.5 OF THE COVENANT.

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

RESTRICTIVE COVENANT**TRAVIS CLUB MEMBERSHIP**

This Restrictive Covenant for Travis Club Membership (this “**Restrictive Covenant**”) is made by **HH-CH-B BLUE LAKE, LLC**, a Delaware limited liability company (“**Declarant**”), and is as follows:

RECITALS:

A. Declarant is developing certain real property located in Travis County, Texas (the “**Development**”) that is, from time to time, added to and made subject to that certain Travis Club Master Covenant, recorded as Document No. 2023141950, Official Public Records of Travis County, Texas (the “**Master Covenant**”), as master planned community known as Travis Club (the “**Development**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Master Covenant.

B. It is contemplated that a club also known as “Travis Club” will be established by the Declarant for the use of Owners (defined below) and members of the public. Neither the Declarant nor the Club Owner shall be obligated to establish the Travis Club. In the event the Travis Club is established by Declarant, each owner (“**Owner**”) of a lot or condominium unit within the Development will be obligated to apply for membership in the Travis Club, and upon approval, become the holder of a membership (“**Travis Club Membership**”), which will provide the Owner with the limited right to use the Travis Club and related facilities and amenities as determined from time to time by Declarant or the Club Owner.

C. Each lot or condominium unit subject to or made subject to the Master Covenant by the Recording of a Notice of Applicability in accordance with Section 11.5 of the Master Covenant shall be subject to the terms and provisions of this this Restrictive Covenant, and is referred to herein as a “**Residential Unit**”.

NOW, THEREFORE, it is hereby declared: (i) all property that is made subject to the Master Covenant will, in addition to the terms of the Master Covenant, also be held, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, liens, and charges, and which will run with the property and be binding on all parties having any right, title, or interest in or to such property or any part thereof, their heirs, successors, and assigns; and (ii) that each contract or deed which may be executed with regard to any property that has been made subject to the Master Covenant will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, restrictions, liens, and charges, regardless of whether the same are set out or referred to in said contract or deed:

1. **Property Subject to Restrictive Covenant and Annexation of Additional Property.** All Lots and Condominium Units located within the Development made subject to the Master Covenant by Recording a Notice of Applicability are subject to the terms, covenants, conditions, restrictions and obligations set forth in this Restrictive Covenant. Declarant may add additional property to the terms and provisions of this Restrictive Covenant by filing of a Notice of Applicability in the Official Public Records of Travis County, Texas, in accordance with the terms of the Master Covenant. Upon the filing of any such notice, the property described therein will be considered subject to the terms, covenants, conditions, restrictions and obligations set forth in this Restrictive Covenant, and the rights, privileges,

duties and liabilities of the persons subject to this Restrictive Covenant will apply to such additional property as modified by such notice.

2. **Owner's Obligation to Apply For Travis Club Membership.** Upon acquisition of a Residential Unit, each Owner will be required to apply for membership in the Travis Club, and upon approval, become the holder of a Travis Club Membership, with such rights, privileges, and obligations as may be determined from time to time by Declarant or the Club Owner. **Each Owner will be required to pay a non-refundable initiation fee for the Travis Club Membership to the Club Owner upon approval for membership, unless payment is waived or delayed by Declarant or the Club Owner.** Thereafter, the Owner will be required to maintain the Travis Club Membership, including the payment of all monthly dues or other required usage fees, for so long as the Owner remains the owner of the Residential Unit. Notwithstanding any provision in the Restrictive Covenant to the contrary, no Owner shall be required to pay initiation fees or monthly dues until such time as the Travis Club is first made available for use by Owners. Notwithstanding anything herein to the contrary, Declarant and the Club Owner reserve the right to: (i) exempt certain Residential Units from the payment of all or a portion of their Travis Club Membership initiation fees or monthly dues; (ii) establish a Founders Club or similar program whereby Declarant or the Club Owner can establish an alternate fee schedule for members of the Founders Club; and (iii) establish different levels of Travis Club Membership, providing different services and access to the Travis Club facilities, e.g., Sports and Social Membership, Golf Membership, etc., and establish different amounts of Travis Club Membership Dues (defined below) for different levels of Travis Club Membership.

3. **Obligations of Owners.** Each Owner must: (i) at the closing of such Owner's Residential Unit, execute and deliver any documents required by Declarant or the Travis Club, including, without limitation, a Travis Club Agreement and Application; (ii) comply with all rules and regulations of the Travis Club for a Travis Club Membership, as amended from time to time (the "**Travis Club Rules**"); and (iii) pay the monthly dues for a Travis Club Membership (the "**Travis Club Membership Dues**") from the date the Owner is approved for and holder of a Travis Club Membership. The monthly Travis 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 Travis Club Membership may not be transferred, sold, or conveyed to, or used by any person other than the Owner of the Residential Unit to which such Travis Club Membership applies, and the members of the Owner's immediate family, as specified in the Travis Club Rules.

4. **Applicability.** Neither Declarant nor any of its affiliates, will ever, under any circumstances, be obligated to acquire and/or maintain a Travis Club Membership related to such Residential Unit.

5. **Collection and Enforcement.** Declarant or Club Owner, or their assignee, will, at its sole cost and expense, be responsible for the collection of any and all fees and dues associated with the Travis Club Memberships, and for the enforcement of the terms and provisions of this Restrictive Covenant. Declarant and Club Owner will expressly have the authority to assign the responsibility for collection of fees or dues to TRAVIS CLUB MASTER ASSOCIATION, INC., a nonprofit corporation, or another property owners association created for the administration of all or a portion of the Development. In the event of any such assignment hereunder, the assignee may change and collect a reasonable administrative fee as a component of the fees and/or dues required to be paid hereunder to discharge the costs of collection.

6. **Assessment Lien and Foreclosure.** Pursuant to Section 5.2 of the Master Covenant and this Restrictive Covenant, an express lien on each Residential Unit was and is hereby retained by Declarant and Club Owner to secure the payment of dues, fees, and collection costs associated with the Travis Club Membership. The lien reserved herein is superior to all other liens and charges against the Residential Unit, except for only tax liens and all sums unpaid on a mortgage lien of record. The lien retained herein may be enforced by the foreclosure on the defaulting Owner's Residential Unit by Declarant or Club Owner, or their assignee, in like manner as a mortgage on real property. Declarant or Club Owner, or their 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 Club Owner, or their assignee, and by the Owner. Declarant or Club Owner, or their assignee, will have the power to bid on the Residential Unit at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Notwithstanding any provision in this paragraph to the contrary, Declarant or Club Owner, or their assignee, will not take any action to foreclose such lien unless and until Declarant or Club Owner, or their assignee, has provided the holder or holders of any mortgage on the Residential Unit to be foreclosed on (collectively, the "Mortgagee") with written notice of the Owner's default and extending to the Mortgagee 20 days from the date of the notice to cure such default in order to protect its lien on the Residential Unit. If the Mortgagee elects not to cure the Owner's default hereunder within the 20-day period, then Declarant or Club Owner, or their assignee, may take any required action to foreclose the lien provided for above.

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

8. **Miscellaneous.**

8.01. **Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Restrictive Covenant will run with and bind the property subject or made subject to the Master Covenant and this Restrictive Covenant, and will inure to the benefit of and be enforceable by Declarant or Club Owner, or their assigns, for a term beginning on the date this Restrictive Covenant is recorded in the Official Public Records of Travis County, Texas, and continuing through and including January 1, 2098, after which time this Restrictive Covenant will be automatically extended for successive periods of five years, unless amended or terminated as provided herein.

8.02. **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 this Restrictive Covenant. Any Owner acquiring a Residential Unit in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Residential Unit, agrees to hold Declarant and Club Owner harmless from any liability or risks related to validity or enforceability.

8.03. **Amendment.** This Restrictive Covenant may be amended or terminated by recording, in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by: (a) Declarant and the Club Owner, until expiration or termination of the Development

Period; or (b) thereafter, by Owners of at least seventy-five percent (75%) of the Residential Units and the Declarant and Club Owner.

8.04. Enforcement. Declarant or Club Owner, or their assigns will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges, and other terms now or hereafter imposed by the provisions of this Restrictive Covenant. Failure to enforce any right, provision, covenant, or condition granted by this Restrictive Covenant will not constitute a waiver of the right to enforce such right, provision, covenants, or condition in the future.

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

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

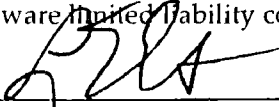
8.07. Assignment of Declarant's Rights. Notwithstanding any provision in this Restrictive Covenant to the contrary, Declarant or Club Owner may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Restrictive Covenant to any person or entity 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.

SIGNATURES APPEAR ON FOLLOWING PAGE

EXECUTED to be effective on the date this document is recorded in the Official Public Records of Travis County, Texas (the "Effective Date").

DECLARANT:

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

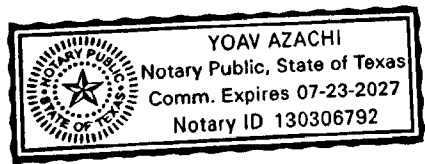
By: 
Leisha Ehlert, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 14th, 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.


Notary Public Signature

(seal)



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jan 25, 2024 09:24 AM Fee: \$45.00

2024008125

Electronically Recorded

This page is
intentionally added for
electronic file stamp.

LCRA Case No. 2023-5072

RESTRICTIVE COVENANT
[TRAVIS CLUB; PHASE 1 CONDOMINIUM UNITS]

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

MAILING ADDRESS: 1111 West 11th Street, Austin, Texas 78703

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the Lower Colorado River Authority (“LCRA”) to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: Units 54 through 106, of Travis Club Condominiums, a condominium regime in Travis County, Texas, created pursuant to that certain Development Area Declaration of Condominium Regime for Travis Club Condominiums, recorded as Document No. 2024007998, of the Official Public Records of Travis County, Texas, as may be amended from time to time.

WHEREAS, the Owner of the Property and LCRA have agreed that the Property should be impressed with certain covenants and restrictions relating to compliance with the LCRA Highland Lakes Watershed Ordinance:

NOW THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, their heirs, successors and assigns.

1. Impervious cover within the Property shall be limited to an impervious cover of a variable square feet amount per Unit which is described in "**Exhibit A**" attached hereto. Impervious cover has the meaning ascribed to such term in the LCRA Highland Lakes Watershed Ordinance, and includes, but is not limited to pavement, rooftops, and other surfaces that prevent the infiltration of runoff into the soil. Property owners may utilize storm water credits to reduce effective impervious cover, as per the LCRA Highland Lakes Watershed Ordinance. Storm water credits include porous pavement, rainwater harvesting, soil amendment, and conservation landscaping, disconnection of rooftop runoff and natural area preservation. Owner shall provide submittals detailing proposed Best Management Practices (BMPs) to LCRA for review and approval. Installation and maintenance of such BMPs shall be subject to LCRA inspection and approval.
2. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for LCRA to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
3. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.

LCRA Case No. 2023-5072

4. If at any time LCRA fails to enforce this agreement, such failure shall not constitute a waiver or estoppel of the right to enforce it.
5. This agreement may be modified, amended, or terminated only by joint action of the (a) LCRA GENERAL MANAGER, and (b) by the owner(s) of the property subject to the modification, amendment or termination at the time of such modification, amendment or termination.
6. The Property is subject to the Lower Colorado River Authority's Highland Lakes Watershed Ordinance. Written notification and/or permits are required prior to commencing any development activities. Contact LCRA Watershed Management at 1-800-776-5272, extension 2324, for more information.

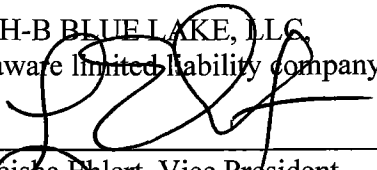
All citations to the HIGHLAND LAKES WATERSHED ORDINANCE shall refer to the HIGHLAND LAKES WATERSHED ORDINANCE effective January 1, 2022, as amended from time to time, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural. Terms used but not defined in this document shall be defined as per the HIGHLAND LAKES WATERSHED ORDINANCE.

[SIGNATURE PAGE FOLLOWS]

LCRA Case No. 2023-5072

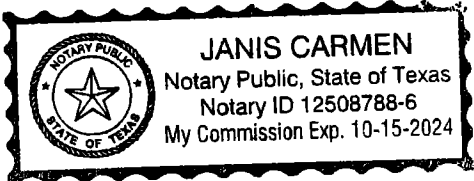
OWNER:

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

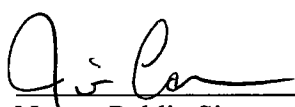
By: 
Leisha Ehlert, Vice President

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

After recording, please return to:
LCRA Water Resource Protection
P.O. Box 220
Austin, TX 78767-0220

LCRA Case No. 2023-5072

RESTRICTIVE COVENANT**Exhibit A****OWNERS:** HH-CH-B BLUE LAKE, LLC, a Delaware limited liability company**PROPERTY:** Travis Club Condominiums, Phase 1

Impervious cover within the property shall be limited to an impervious cover after storm water credits listed below for each lot of the subdivision:

| Unit | Impervious Cover Allowed (SF) |
|-------------|--------------------------------------|
| 54 | 7,000 |
| 55 | 7,000 |
| 56 | 7,000 |
| 57 | 7,000 |
| 58 | 7,000 |
| 59 | 7,000 |
| 60 | 7,000 |
| 61 | 7,000 |
| 62 | 7,000 |
| 63 | 7,000 |
| 64 | 7,000 |
| 65 | 7,000 |
| 66 | 7,000 |
| 67 | 7,000 |
| 68 | 7,000 |
| 69 | 7,000 |
| 70 | 7,000 |
| 71 | 7,000 |
| 72 | 7,000 |
| 73 | 7,000 |
| 74 | 7,000 |
| 75 | 7,000 |
| 76 | 7,000 |
| 77 | 7,000 |
| 78 | 7,000 |
| 79 | 7,000 |
| 80 | 7,000 |
| 81 | 7,000 |
| 82 | 7,000 |
| 83 | 7,000 |
| 84 | 7,000 |
| 85 | 7,000 |
| 86 | 7,000 |

LCRA Case No. 2023-5072

| | |
|-----|-------|
| 87 | 7,000 |
| 88 | 7,000 |
| 89 | 7,000 |
| 90 | 7,000 |
| 91 | 7,000 |
| 92 | 7,000 |
| 93 | 7,000 |
| 94 | 7,000 |
| 95 | 7,000 |
| 96 | 7,000 |
| 97 | 7,000 |
| 98 | 7,000 |
| 99 | 7,000 |
| 100 | 7,000 |
| 101 | 7,000 |
| 102 | 5,800 |
| 103 | 5,800 |
| 104 | 5,800 |
| 105 | 5,800 |
| 106 | 5,800 |

TRAVIS CLUB IMPERVIOUS COVER CALCULATION WORKSHEET

This worksheet is used to determine the credits necessary to meet impervious cover limits for compliance with the LCRA Highland Lakes Watershed Management Ordinance development permit for this subdivision.

CELLS SHADED IN YELLOW REQUIRE DATA INPUT.

LOT IDENTIFICATION

Travis Club Lot Number
Legal Lot Description:

58
(Unit XX), Lot YY, Blk ZZ

| | |
|--|------|
| Lot Size (ACRES - per Home Site Diagram) | 0.77 |
|--|------|

BASE IMPERVIOUS COVER CALCULATION

| | |
|--|--------------|
| Proposed Impervious Cover (all in SF) | |
| Home (First Floor Area) | 5,000 |
| ADU / Accessory Structure | 1,000 |
| Garage | 700 |
| Driveways + Auto Courts | 1,500 |
| Courtyard, Terrace, Paths, Outdoor Stairs | 1,500 |
| Other | 0 |
| Total Proposed IC | 9,700 |

| | |
|---|--------------|
| Base Lot Impervious Cover Limit (SF - per Home Site Diagram) | 7,000 |
|---|--------------|

| | |
|--|--------------|
| IMPERVIOUS COVER MITIGATION CREDITS REQUIRED (SF) | 2,700 |
|--|--------------|

IMPERVIOUS COVER MITIGATION MEASURES

Select a combination of options to obtain total IMPERVIOUS COVER MITIGATION CREDITS PROPOSED equal to or greater than the computed IMPERVIOUS COVER MITIGATION CREDITS REQUIRED

| | | Computed IC Credit (SF) |
|-----------------------------------|--------|-------------------------|
| Porous Pavement Area (SF) | 500 | 450 |
| Rainwater Harvesting Volume (GAL) | 0 | 0 |
| Conservation Landscaping (SF) | 23,841 | 2,384 |
| Rock Yard Landscape Area (SF) | 0 | 0 |

| | |
|--|--------------|
| IMPERVIOUS COVER MITIGATION CREDITS PROPOSED (SF) | 2,834 |
|--|--------------|

GOOD COMBINATION - PROCEED TO DESIGN