

12.03.979



SUMMIT ROCK

SUMMIT ROCK COMMUNITIES

AMENDED AND REINSTATED MASTER DECLARATION

OF

COVENANTS, CONDITIONS

AND RESTRICTIONS

July 12, 2012

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Amended and restated MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SUMMIT ROCK COMMUNITIES

This Amended and Restated Master Declaration ("Amended and Restated Master Declaration") made as of this the 12th day of July, 2012, by Summit Rock Communities LLC, a Texas limited liability company, having offices located at 101 Horseshoe Bay Blvd., Horseshoe Bay, Texas 78657 (referred to herein as "Declarant" and sometimes referred herein as "SRCLLC").

WITNESSETH:

WHEREAS, Declarant is the record owner of the real property located in Burnet County, Texas and Llano County, Texas as more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, Declarant intends to develop the Master Property (as hereinafter defined) as a multiple phase community known as "Summit Rock Communities;" and

WHEREAS, Declarant desires to preserve and enhance the values and quality of life in the Master Property and to provide for the maintenance of certain areas and improvements for the benefit of the Master Property and its residents; and

WHEREAS, Declarant intends to use a non-profit entity to own, maintain, and operate the lands and improvements, to administer and enforce this Amended and Restated Master Declaration, and to contract for the collection and disbursement of the assessments and charges hereinafter created.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, Declarant hereby declares that the Master Property is and shall be owned, improved, transferred and occupied subject to this Amended and Restated Master Declaration.

1. CREATION OF SUMMIT ROCK COMMUNITIES

1.1 Purpose and Intent. The Declarant, as the owner of the Master Property (defined below), intends by the recording of this Amended and Restated Master Declaration to create a general plan of development of the Master Property as a master planned project to be known as "Summit Rock Communities." Declarant desires to provide for the preservation and enhancement of the desirability and attractiveness of the Master Property; to ensure that any improvements that may be developed on the Master Property will be at all times used, operated, managed, and maintained in compliance with all Applicable Laws (as defined below) and this Amended and Restated Master Declaration; to provide for the common use of and the sharing of expenses for the maintenance and repair of Master Association Property (defined below); and to permit the development of the Master Property and the alteration, renovation, removal, or modification of the Master Property to integrate with, enhance, and support the surrounding larger development. This Amended and Restated Master Declaration creates covenants, conditions and restrictions to maintain and ensure the best and highest use and development of the Master Property consistent with the objectives of Declarant for a premier golf course and resort community; to protect Declarant, HB Resort Amenities Owner, and Owners of Parcels (defined below) and Units (defined below) against improper use of surrounding properties; to preserve so far as practicable the natural beauty of the Master Property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each Parcel with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by Declarant, HB Resort Amenities Owner and Owners of Parcels and Units within the Master Property.

1.2 Binding Covenants. Declarant declares that all of the Master Property, and any portion thereof, shall be held, transferred, sold, conveyed, leased, mortgaged, occupied, and otherwise dealt with subject to the covenants, conditions, restrictions, reservations, easements, charges, and liens as set forth in this Amended and Restated Master

Declaration; and that prior Master Declaration recorded June 13, 2007, in Volume 1429, Page 289, and re-recorded June 21, 2007, in Volume 1430, Page 649, Official Public Records, Llano County, Texas; and re-recorded June 22, 2007, in Burnet County under Clerk's Document #0707902, Official Public Records, Burnet County, Texas, amended by Notice Of Additional Land, Notice Of Withdrawal Of Land, and First Amendment To Master Declaration Of Covenants, Conditions And Restrictions recorded August 28, 2009, in Volume 1517, Page 4210, Official Public Records, Llano County, Texas, and recorded August 28, 2009, under Clerk's Document #200907857, Official Public Records, Burnet County, Texas, Notice Of Withdrawal Of Land and Second Amendment To Master Declaration Of Covenants, Conditions And Restrictions, dated November 1, 2010, recorded in Volume 1525, Page 4111, Official Public Records, Llano County, Texas, and recorded under Clerk's Document #201008934, Official Public Records, Burnet County, Texas, are hereby amended and restated which are in furtherance of the foregoing purposes. The covenants, conditions, restrictions, reservations, easements, charges, and liens shall run with the Master Property, and any portion thereof, shall be binding on all parties having or acquiring any right, title, or interest in the Master Property, or any portion thereof, their successors, assigns, and legal representatives, and shall inure to the benefit of each and every entity from time to time owning or holding an interest in the Master Property, or any portion thereof.

1.3 Governing Documents. In the event of a conflict between or among any prior Master Declaration and its Amendments and this Amended and Restated Master Declaration and its Amendments, the terms and conditions of this Amended and Restated Master Declaration and its Amendments shall control. This Amended and Restated Master Declaration together with the Formation Certificate and By-Laws of the Master Association, the Design Guidelines, the Master Association Rules, the Amenities Use Agreement (as such capitalized terms are hereinafter defined) and all of the instruments and documents referenced therein, including Amendment(s) and applicable Supplemental Declaration(s) are referred to herein as the "Governing Documents." The Governing Documents create a general plan of development for Summit Rock Communities that may be supplemented by additional covenants, restrictions and easements applicable to particular area within Summit Rock Communities. Some Parcels or Units may also be subject to a Supplemental Declaration. In the event of a conflict between or among the Governing Documents and any Supplemental Declaration, the terms and conditions of the Supplemental Declaration shall control. In the event of a conflict between or among the Governing Documents and any other additional covenants, restrictions and easements, or the provisions of any other articles, memorandum, declaration, rules and regulations or policies governing any area within Summit Rock Communities, the Governing Documents shall control (except as otherwise noted in the Governing Documents). Nothing in this section precludes any Amendment, Supplemental Declaration or other covenants, restrictions and easements to be Recorded from containing more restrictive provisions than this Amended and Restated Master Declaration and, in such case, the more restrictive provisions shall control. The Master Association may, but is not required to, enforce any such additional covenants, restrictions and easements.

1.4 Owner's Acknowledgement

1.4.1 Each Owner acknowledges that such Owner is subject to the covenants, conditions and restrictions set forth in this Amended and Restated Master Declaration as it may be amended from time to time as well as the Master Association Rules governing the Master Property as may be adopted from time to time by the Master Association pursuant to this Amended and Restated Master Declaration. Further, such Owner acknowledges that he or it has been given notice that use of any Parcel or Unit within the Master Property is limited hereby and that pursuant to this Amended and Restated Master Declaration, the Declarant and/or the Master Association and/or its Members may add, delete, modify or amend this Amended and Restated Master Declaration as set forth herein.

1.4.2 Each Owner by acceptance of a deed to any portion of the Master Property acknowledges and agrees that the use, enjoyment and marketability of his or its Parcel or Unit can and will be affected by this Amended and Restated Master Declaration and the provisions set forth herein including but not limited to such Owner's duty and obligation to pay Base Maintenance Fees (as hereinafter defined) and Assessments (as hereinafter defined) to maintain and provide for the Common Areas (as hereinafter defined) and the HB Resort Amenities (as hereinafter defined) benefiting the Master Property, whether or not they are utilized by such Owner, its family, guests, employees or invitees.

1.4.3 Each Owner by acceptance of a deed to any portion of the Master Property acknowledges and agrees that as an Owner and Member of the Master Association, such Owner will not take any action or adopt any rule which would interfere with or impede Declarant's right to develop the Master Property in accordance with its plan of development or which would interfere or impede the rights of Declarant as set forth in this Amended and Restated Master Declaration.

1.4.4 Each Owner by acceptance of a deed to any portion of the Master Property acknowledges and agrees that as an Owner and Member of the Master Association such Owner will not take any action or adopt any rule which would interfere with or impede HB Resort Amenities Owner's right to own and operate the HB Resort Amenities insofar as they are located within the Master Property or which would interfere with or impede the rights of HB Resort Amenities Owner as set forth in this Amended and Restated Master Declaration.

1.4.5 Each Owner by acceptance of a deed to any portion of the Master Property and any Resident (as defined herein) acknowledges and agrees that the Master Property shall be owned, operated and maintained in conjunction with the ownership, operation and maintenance of the HB Resort

1.4.5 Amenities, by HB Resort Amenities Owner and that all use of and access to the HB Resort Amenities shall be governed solely by the rules and regulations adopted by the HB Resort Amenities Owner. Each Owner and Resident acknowledges and agrees that the HB Resort Amenities Owner, its successors, assigns, guests and invitees are hereby granted access to and use of the Common Area entrances and roadways, streets and paths as may be required by HB Resort Amenities Owner to operate, maintain and use the HB Resort Amenities as set forth in this Declaration.

1.4.6 Each Owner by acceptance of a deed to any portion of the Master Property and any Resident as defined in this Amended and Restated Master Declaration acknowledges, agrees and consents to the operation of the Airstrip located adjacent to the Master Property and all expansions thereto.

1.4.7 Each Owner by acceptance of a deed to any portion of the Master Property acknowledges and agrees that his or its Parcel or Unit is located within the Summit Rock Communities Public Improvement District No. 1, and as such will be subject to an annual assessment of \$2,000.00 payable to the tax assessor collector of Burnet or Llano County, Texas, as appropriate, for each Parcel or Unit owned by such Owner, commencing on January 1 of the year following purchase of such Parcel or Unit and continuing through January 1, 2022.

1.5 Certification. Declarant certifies under Section 13.2 of the prior Master Declaration that this Amended and Restated Master Declaration is duly approved by the Declarant and that no further certifications are required.

2. CONCEPTS AND DEFINITIONS

The terms used in this Amended and Restated Master Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

2.1 Abut or Abutting shall mean any real property that is immediately adjacent to and bordering any other real property or real property that is immediately adjacent to and bordering any other real property but for a street, road or right-of-way.

2.2 Additional Property means any real property (other than the Master Property), together with the Improvements on such real property, that may be submitted by the Declarant to this Amended and Restated Master Declaration by an Amendment which shall be executed by the Declarant and joined in by the owner of the Additional Property and HB Resort Amenities Owner and need not be joined in by any other person or Owner (other than any Mortgagee on such Additional Property) in accordance with Section 3.2. No portion of any Additional Property shall be encumbered by this Amended and Restated Master Declaration unless and until such property is added by an Amendment joined in by the fee owner thereof and any holder of a Mortgage on such Additional Property. In the

event any Additional Property becomes encumbered by this Amended and Restated Master Declaration, then, and only then in such event, the term "Master Property" also shall include the Additional Property.

2.3 Airstrip shall mean the Horseshoe Bay Airstrip as it may be owned, operated and expanded by HB Resort Amenities Owner, its successors and assigns.

2.4 Amendment or Amendments means any and all amendments to this Amended and Restated Master Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions For Summit Rock Communities and each of which shall be properly adopted pursuant to this Amended and Restated Master Declaration Recorded in the Applicable Official Records; provided, however, the failure to so consecutively number such amendments shall not impair their validity under this Amended and Restated Master Declaration and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Applicable Official Records.

2.5 Amenities Use Agreement shall mean that certain Amenities Use Agreement by and between Horseshoe Bay Resort, Ltd. And Summit Rock Communities, dated, December 30, 2011 and any amendments thereto.

2.6 Amenity Owner's Fund shall have the meaning set forth in Section 11.9.

2.7 Annual Inflation Adjustment shall mean an annual adjustment in the dollar amount stated in this Amended and this Amended and Restated Master Declaration for Base Maintenance Fees. The amount of adjustments, if any, shall be computed by multiplying the dollar amount of the current minimum Base Maintenance Fee by a fraction, the numerator of which shall be "X amount" and the denominator of which shall be "Y amount." X amount in this fraction shall be equal to the "Index Figure" (see 2.41) for July 1 of the calendar year (the "Current Year") immediately prior to the calendar year for which the Base Maintenance Fee is being calculated (the "New Year"). The Y amount in this fraction shall be equal to the "Index Figure" for July 1 of the calendar year immediately prior to the Current Year (the "Prior Year") (such that for the first such calculation to be made for January 1, 2009 (the "New Year"), the X amount shall be the Index Figure for July 2008 and the Y amount shall be the Index Figure for July 2007. In the event that the X amount exceeds the Y amount in such calculation, the Base Maintenance Fee for the New Year shall be increased in such calendar year. Conversely, in the event that the Y amount exceeds the X amount in such calculation, the Base Maintenance Fee for the New Year shall be decreased in such calendar year.

2.8 Applicable Laws shall mean any and all presently existing and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority applicable to the Master Property, or any part thereof.

2.9 Applicable Official Records shall mean the Official Public Records of Llano County, Texas and the Official Public Records of Burnet County, Texas, as applicable.

2.10 Assessable Property shall mean and refer to each and every Parcel or Unit within the Master Property which the Declarant has subjected to and imposed in this Amended and Restated Master Declaration calling for, inter alia, the payment of Base Maintenance Fees and other Assessments to the Master Association and HB Resort Amenities Owner.

2.11 Assessment or Assessments means any fee or assessment for which an Owner is obligated to pay to the Collection Agent or Master Association and includes Base Maintenance Fees, Individual Assessments and Special Assessments as specified in Article 11 below, and any and all other assessments which are levied by the Master Association in accordance with the Governing Documents.

2.12 Associations shall mean the Master Association, its successors and assigns, and any Subdivision Association, its successors and assigns.

2.13 By-Laws shall mean the By-Laws of the Master Association, as the same may be amended from time to time.

2.14 Classification shall have the meaning set forth in Article 4.

2.15 Collection Agent shall mean an entity which contracts with the Master Association and HB Resort Amenities Owner to collect Assessments and deposit same in the Funds as provided in Article 11 hereof. The ~~initial~~ Collection Agent shall be Horseshoe Bay Maintenance Fund, a Texas non-profit corporation. The Master Association and HB Resort Amenities Owner shall have the right to remove and replace Collection Agent should such Collection Agent fail to perform its obligations under its agreement.

2.16 Commercial Unit shall mean any building or Structure or any portion of any building or Structure situated upon a Parcel intended for office or commercial use and classified as C-2 Commercial in the PD Ordinance and this Amended and Restated Master Declaration.

2.17 Common Expenses means the costs and expenses incurred or anticipated to be incurred by the Master Association in administering, operating, maintaining, financing, repairing, or replacing Master Association Property or any portion thereof and Improvements thereon, all costs and expenses incurred by the Master Association in carrying out its powers and duties under this Amended and Restated Master Declaration or under the Formation Certificate or By-Laws of the Master Association, including legal costs and expenses incurred by the Master Association, and any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Amended and Restated Master Declaration or the By-Laws and Formation Certificate of the Master Association.

2.18 Declarant means Summit Rock Communities LLC, and any successor or assign thereof to which Summit Rock Communities LLC specifically assigns all or part of the rights of the Declarant under this Amended and Restated Master Declaration by an express written assignment, whether Recorded or not. The written assignment may give notice as to which rights of the Declarant are to be exercised and as to which portion of the Master Property such rights are to be exercised. In any event, any subsequent Declarant shall not be liable for any default or obligations incurred by any prior Declarant, except as may be expressly assumed by the subsequent Declarant, and any prior Declarant shall not be liable for any subsequent default or obligations incurred by any subsequent Declarant. An Owner shall not, solely by the purchase of a Parcel or Unit, be deemed a successor or assign of the Declarant under the Governing Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by the Declarant.

2.19 Declarant Design Control Period shall mean the period in which Declarant shall control appointments to the Design Review Committee as described in Section 5.5 of this Amended and Restated Master Declaration.

2.20 Design Guidelines shall mean the rules, regulations, standards, and policies adopted by Declarant during the Declarant Design Control Period and thereafter by the Master Association Board for the purpose of establishing the variety of use, purpose and aesthetics for designated areas of the Master Property, as the same may be amended from time to time. The guidelines may include, without limitation, requirements concerning the type of construction from an appearance standpoint, the type of materials used in the construction, the time frame for completion of construction, what elements constitute commencement of construction and any other matter relating to the formulation of guidelines for the development and maintenance of the property and any improvements placed thereon.

2.21 Design Review Committee shall refer to the committee created pursuant to Section 5 hereof to review new construction and administer and enforce architectural standards.

2.22 Development Period shall mean a period commencing on the Effective Date, and continuing thereafter until and ending the earlier to occur of (i) completion of one hundred percent (100%) of all development (including without limitation the completion and sale of Parcels and Units thereon to third parties) within the Master Property, as determined by the Declarant in its sole discretion, or (ii) December 31, 2021 provided that in the event Declarant adds Additional Property pursuant to Section 3.2 of this Amended and Restated Master Declaration, this date may be extended for an additional ten (10) year period for every 100 acres added or any fraction thereof.

2.23 Dwelling Unit shall mean any building or Structure or portion of any building or Structure situated upon a Lot, which is intended for use and occupancy as an attached or detached residence for a single family, whether such

residence is transient or permanent, whether the unit is attached or detached, including each Lot (together with the residence, if any, constructed thereon), non-condominium residential apartment unit, condominium or cooperative unit (except when such condominium or cooperative unit (a) is part of one or more buildings that are used, marketed, and identified to the general public as a hotel, motel, or inn; or (b) such condominium or cooperative unit is a commercial unit of a condominium or cooperative that is used as a support facility for the purpose of servicing the condominium, cooperative, or any other portion of the Master Property, in which event such condominium or cooperative unit shall be deemed to be a Commercial Unit), timeshare unit, zero lot line dwelling, patio home, townhouse, cluster home, and any other form of residential occupancy or ownership now existing or hereafter created. A lock-off unit shall not be considered a separate Dwelling Unit. In the case of a structure that contains multiple dwelling units, each dwelling shall be deemed a separate Dwelling Unit. In the case of a structure containing condominium, cooperative, or timeshare units, each separate declared residential dwelling unit therein shall be deemed a separate Dwelling Unit. In the case of a structure containing cooperative or timeshare accommodations that are not part of a condominium, each separately keyed accommodation shall be deemed a separate Dwelling Unit for purposes of assessments; provided, however, that "lock-off" accommodations capable of being used as either one or two separate accommodations shall be considered one Dwelling Unit for purposes of assessments if such "lock-off" accommodation is conveyed as one residential unit. All Assessments for condominium, cooperative, or timeshare shall be based on one Unit per dwelling (not one per interval or day). "Dwelling Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Dwelling Unit. Those Units which are deemed to contain a mix of uses (for example retail and dwelling) shall be categorized as either Commercial or Dwelling Units based on which use occupies the greater number of square footage in the Unit as a whole.

2.24 Elevation Fee shall mean the elevation fee charged by HB Resort to elevate a HB Resort Recreational Membership to Summit Rock Golf Course Membership (Full Recreational Membership).

2.25 Enforcement Costs shall mean and refer to all reasonable costs of enforcement, whether or not any suit or other judicial or administrative proceeding is filed, and, if a proceeding is filed, before and during any such proceeding, at all levels of proceedings, and in any post-judgment proceedings, including but not limited to court costs and attorney, paralegal and expert fees and disbursements.

2.26 First Mortgagee shall mean a Mortgagee who has a first priority Mortgage.

2.27 Funds shall mean the Master Association Fund and the Amenity Owner's Fund.

2.28 Formation Certificate shall mean the Certificate of Formation of the Master Association.

2.29 Golf Course Property shall mean the real property, as shown on Exhibit "B" attached hereto, on which the Summit Rock Golf Course and ancillary golf course facilities such as a driving range, practice area, clubhouse, pro-shop, golf course maintenance facilities and other facilities are located.

2.30 Golf Course Use shall mean use as a golf course, including without limitation, any and all uses usually and customarily associated with a golf course and golf pro shop, including without limitation, food, beverage and or liquor service, any and or all of which may be on a commercial basis.

2.31 Golf Single Family Residential Adjacent to Golf Course shall mean a transitional zoning designation abutting the Golf Course and adjoining R-1 Single family residential areas. Use permitted per the City of Horseshoe Bay Ordinance No OED 12-06-19A SUMMIT ROCK COMMUNITIES PLANNED DEVELOPMENT.

2.32 Governing Documents shall have the meaning set forth in Section 1.3 of this Declaration.

2.33 Governmental Authority or Governmental Authorities shall mean the United States, the state, the county, the city, or any other political subdivision in which the Master Property, or any part thereof, is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Master Property, or any part thereof.

2.34 HB Resort shall mean the Horseshoe Bay Resort.

2.35 HB Resort Amenities shall mean the "Resort Amenities" as such term is defined in the Amenities Use Agreement and its Amendments, being the "Existing Resort Amenities" as described in the Amenities Use Agreement, together with any and all other amenities that HB Resort Amenities Owner, in its sole discretion, may elect to make part of the "Resort Amenities" for purposes of the Amenities Use Agreement; it being understood and agreed, however that HB Resort Amenities Owner shall have no obligation to add any new amenities to the HB Resort Amenities even though HB Resort Amenities Owner may acquire additional amenities after the Effective Date hereof.

2.36 HB Resort Amenities Owner shall mean Horseshoe Bay Resort, Ltd., a Texas limited partnership, its subsidiaries, successors, or assigns, as owner and operator of the HB Resort Amenities. Notwithstanding any other provision of this Amended and Restated Master Declaration to the contrary, any right or privilege which is granted to HB Resort Amenities Owner under this Amended and Restated Master Declaration may be exercised by any assignee or delegate of HB Resort Amenities Owner.

2.37 HB Resort Amenities Property shall mean the land upon which HB Resort Amenities are currently or may in the future be located.

2.38 Summit Rock Communities LLC shall have the meaning set forth in the initial paragraph of this Declaration..

2.39 Highway 71 Entrance Portal shall have the meaning set forth in Section 7.1 hereof.

2.40 Improvements shall be defined as any and all Structures or artificially created conditions and all appurtenances thereto of every type and kind whatsoever located within the Master Property, including, but not limited to, buildings, outbuildings, patios, gazebos, tennis courts, swimming pools, garages storage buildings, fences, screening walls, retaining walls, stairs, decks, driveways, sidewalks, walkways, parking areas, site lighting, landscaping, fountains, sprinkler pipes, gatehouses, underground footers and other foundation supports, signs, site grading, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning equipment, backup or standby power generation systems, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, satellite dishes, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities, and any exterior additions, changes or alterations thereto, and any additional improvements an Owner or a Master Developer may elect to erect on the Master Property from time to time with the prior written consent of the Design Review Committee pursuant to Article 5.

2.41 Index Figure shall mean the Index Figure for the Consumer Price Index for All Urban Consumers, U.S. City Average, All items, 1982-1984 =100, ("Index") issued by the Bureau of Labor Statistics of the United States Department of Labor. Should the Bureau of Labor Statistics change the manner of computing the above, the Bureau of Labor Statistics shall be requested to furnish a conversion factor designed to adjust the new index to the Index previously used in U.S. Dollars, and the new Index shall be adjusted on the basis of the conversion factor. If the described Index shall no longer be published, another generally recognized as authoritative shall be substituted by Declarant.

2.42 Initiation Fee shall mean the initiation fee charged by HB Resort to obtain an HB Resort membership to use Resort Amenities as set forth in Section 12.6 of this Amended and Restated Master Declaration.

2.43 Initiation Fee Terminating Event shall have the meaning set forth in Section 12.6 hereof.

2.44 Lot shall mean any Parcel as shown on a Plat on which a Dwelling Unit, together with any other Improvements thereon, may be or has been constructed pursuant to this Amended and Restated Master Declaration and any portion of the Master Property that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from this Amended and Restated Master Declaration by an Amendment.

2.45 Major Developer shall mean any Person or Persons designated as such by the Declarant in a Supplemental Declaration or other instrument Recorded in the Applicable Official Records.

2.46 Manager shall have the meaning set forth in Section 9.6.3 hereof.

2.47 Master Association shall refer to Summit Rock Property Owners Association, Inc., a Texas non-profit corporation.

2.48 Master Association Board of Directors or Master Association Board shall refer to the Board of Directors of the Master Association.

2.49 Master Association Fund shall have the meaning set forth in Section 11.9 hereof.

2.50 Master Association Property shall mean all real and personal property, including easements, which the Master Association owns, leases, or with respect to which the Master Association otherwise holds possessory or use rights for the common use, enjoyment, and benefit of all of its Members in accordance with the terms of this Amended and Restated Master Declaration. Master Association Property also includes any property that the Declarant designates as "Master Association Property" prior to the conveyance of such property to the Master Association. Notwithstanding anything to the contrary in this Amended and Restated Master Declaration, Master Association Property does not include or refer to the HB Resort Amenities Property, or any portion thereof.

2.51 Master Association Rules shall mean the rules and regulations adopted by the Master Association Board as described in Section 9.5.3 of this Amended and Restated Master Declaration.

2.52 Master Property shall mean the real property located in Burnet County, Texas, and Llano County, Texas, as more fully described in Exhibit "A" attached hereto, together with all Additional Property added to the Amended and Restated Master Property in accordance with the provisions of Section 3.2 hereof, but excluding any lands withdrawn from the Master Property in accordance with Section 3.3 hereof.

2.53 Member shall mean and refer to each Owner who is in good standing with the Master Association and who has filed a statement of ownership with the Master Association and who has complied with all directives and requirements of the Master Association. Each and every Owner shall and must take such affirmative steps as are necessary to become and remain a Member of, and in good standing in, the Master Association.

2.54 Mortgage shall mean a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

2.55 Mortgagee shall mean a beneficiary or holder of a Mortgage.

2.56 Notice of Additional Land shall have the meaning set forth in Section 3.2 of this Declaration.

2.57 Notice of Withdrawal of Land shall have the meaning set forth in Section 3.3 of this Declaration.

2.58 Owner means the record holder, whether one or more persons or entities, of fee simple title to an interest in any Parcel or Unit, including the Declarant; but excluding therefrom those having such interest as security for performance of an obligation. All Owners of each Parcel or Unit shall be treated for all purposes as a single Owner for that Parcel or Unit, irrespective of whether such ownership is joint, in common, or tenancy by the entirety. The Declarant shall be an Owner for so long as it owns any portion of the Master Property.

2.59 Parcel shall mean a Lot or Tract.

2.60 PD Ordinance shall mean the Planned Development Ordinance No. ORD 07-04-1713 adopted by the City of Horseshoe Bay, Texas, on April 17, 2007, as the same may be amended from time to time, setting forth Use Restrictions and building standards as to all Improvements to be constructed on Parcels located within the Master Property.

2.61 Person shall refer to a natural person, corporation, partnership, limited liability company, a trustee, or any other legal entity.

2.62 Plans and Specifications shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including, but not limited to, those indicating size, shape, configuration, and materials, together with all site plans, excavation and grading plans, foundation plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to any such Improvement required by this Amended and Restated Master Declaration, any Supplemental Declarations, and any Design Guidelines.

2.63 Plat shall mean a plat or replat of all or a portion of the Master Property that conforms with the requirements of Article 4 hereof.

2.64 Primary Road shall mean the roadway described in Section 7.3 transversing through the Master Property connecting State Highway 71 with RM Road 2147. The Primary Road is named Summit Rock Boulevard of Summit Rock Communities. The Highway 71 Entrance Portal and the RM Road 2147 Entrance Portal described in Article 7 are located on or adjacent to the Primary Road.

2.65 Record, Recorded, and Recordation shall mean, with respect to any document, the recordation of such document in the Official Public Records of the office of the County Clerk(s) of Burnet County, Texas and/or Llano County, Texas, as applicable.

2.66 Resident shall mean and refer to (i) each Owner of the fee simple title to any Lot within the Master Property; (ii) each person residing on any part of a Lot who is a bona-fide lessee pursuant to a legally cognizable lease agreement with an Owner; and (iii) each individual lawfully domiciled in a Dwelling Unit other than an Owner or bona-fide lessee.

2.67 Resort Member shall mean any individual or entity who makes application and is accepted as a member of the HB Resort with access to use of the HB Resort Amenities and remains in good standing with HB Resort Amenities Owner.

2.68 Resort Elevated Member shall mean any Resort Member who makes application and is accepted as an elevated member of HB Resort with access to use the Summit Rock Golf Course and remains in good standing with HB Amenities Owner

2.69 RM Road Entrance Portal shall have the meaning set forth in Section 7.2 hereof.

2.70 Service Unit shall have the meaning set forth in Section 6.26 hereof.

2.71 Summit Rock Golf Course shall mean the golf course as constructed and as contemplated to be constructed by Declarant, its successors, or assigns, on the Master Property, including any and ancillary golf course facilities such as a driving range, practice area, clubhouse, pro shop and golf course maintenance facilities. Neither Declarant nor HB Resort Amenities Owner in any manner covenants or warrants that the Summit Rock Golf Course will be constructed.

2.72 Summit Rock Communities shall mean the name given the Master Property and the development by Declarant as contemplated by this Declaration.

2.73 Summit Rock Communities Restrictions shall mean the covenants, conditions, restrictions, easements and encumbrances to the Master Property, or portions thereof, as set forth in this Declaration.

2.74 Structure shall mean and refer to (i) any thing or device, other than trees, shrubbery (less than two feet high if in the form of a hedge) and landscaping (the placement of which upon any Parcel shall not adversely affect the appearance of such Parcel) including but not limited to any building, garage, porch, greenhouse or bathhouse, cabana, covered or uncovered patio, swimming pool, play apparatus, fence, curbing, paving, wall or hedge more than two feet in height, or any temporary or permanent Improvement to any Parcel; (ii) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Parcel; and (iii) any enclosure or receptacle for the

concealment, collection and/or disposition of refuse; (iv) any change in the grade of any Parcel of more than three (3) inches from that existing at the time of initial approval by the Design Review Committee.

2.75 Subdivision Association means any condominium, cooperative, timeshare, subdivision, or other owners' association responsible for the maintenance and operation of any portion of the Master Property declared as part of a condominium, cooperative, timeshare plan, or otherwise subject to restrictions or other similar restrictive documents pursuant to which an owners' association is created, but does not include the Master Association.

2.76 Supplemental Declaration means any declaration of covenants, restrictions, and easements recorded by the Declarant or a Major Developer, with the consent of Declarant, with respect to a portion of the Master Property, which Supplemental Declaration also shall allocate density to Units on such portion of the Master Property, create assessment obligations, and/or impose additional covenants, restrictions, easements, or obligations on such portion of the Master Property. No Supplemental Declaration shall remove or diminish the Summit Rock Communities Restrictions.

2.77 Taxing Authorities shall mean and refer to Burnet County, Llano County, the Llano Independent School District, the Burnet Independent School District, Summit Rock Public Improvement District, the City of Horseshoe Bay and the State of Texas and any and all other governmental entities or agencies which have, or may in the future have, the power and authority to impose and collect ad valorem taxes on real property estates, in accordance with the Texas Constitution and applicable statutes and codes.

2.78 Unit shall mean a Dwelling Unit or Commercial Unit.

2.79 Use Restrictions shall mean the rules and land use restrictions as they may be modified, canceled, limited or expanded under this Amended and Restated Master Declaration or any PD Ordinance affecting the Master Property, or any part thereof.

3 DEVELOPMENT, ANNEXATION AND WITHDRAWAL OF LAND FROM THE MASTER PROPERTY

3.1 Development by Declarant

Declarant may divide or subdivide the Master Property into several areas, sell some of the Master Property free of the Summit Rock Communities Restrictions, develop some of the Master Property and, at Declarant's option, dedicate some of the Master Property as Common Area for the other purposes for the benefit of the developed areas, in accordance with Declarant's master plan for the Master Property. It is contemplated that the Master Property will be developed pursuant to a master concept plan, which may, from time to time, be amended or modified and which will benefit any portion of the Master Property. As each area is developed or dedicated, Declarant, or if the area is owned by a Major Developer, Declarant and such Major Developer, may record one or more Supplemental Declarations and designate the use, classification, and such additional covenants conditions, and restrictions as Declarant or Declarant and such Major Developer may deem appropriate for that area. No Supplemental Declaration shall be recorded as to any portion of the Master Property without the prior written consent of Declarant. Further, no Supplemental Declaration which includes any Parcel that Abuts the Summit Rock Golf Course or the Future Amenities Parcel (if owned by, or under purchase contract in favor of, HB Resort Amenities Owner) shall be recorded without the consent and joinder of the HB Resort Amenities Owner. Any Supplemental Declaration may provide for the establishment of a Subdivision Association to be comprised of Owners within the area subject thereto. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof, as for example, by a specified vote of only the Owners of Parcels within the area subject to the Supplemental Declaration. All areas, improvements, and uses in each area so developed shall be subject to both this Amended and Restated Master Declaration and the Supplemental Declaration, if any, for that area.

3.2 Addition to the Master Property

Declarant, and other persons with the written consent and joinder of Declarant may at any time, and from time to time, add additional land to the Master Property. Upon the Recording of a Notice of Additional Land

containing the provisions set forth below in this Section 3.2 (which Notice may be contained within any Supplemental Declaration affecting such land), the covenants, conditions, and restrictions contained in this Amended and Restated Master Declaration shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Amended and Restated Master Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Amended and Restated Master Declaration, except as otherwise noted in this Master Declaration. The Notice of Additional Land referred to hereinabove shall: (i) reference this Amended and Restated Master Declaration, which reference shall state the date of Recordation hereof and the volume and page numbers of the Applicable Official Records wherein this Amended and Restated Master Declaration is Recorded; (ii) include a statement that the provisions of this Amended and Restated Master Declaration shall apply to the added land as set forth herein; (iii) contain a legal description of the added real property; and (iv) if the land being added is not owned by Declarant, include Declarant's written consent. As part of such written consent, Declarant will exercise its rights and duties, as Declarant under this Amended and Restated Master Declaration, with respect to such added lands. Such terms and conditions may provide for joint exercise, as to such lands added, of Declarant's rights and duties.

As to any Additional Property brought within the encumbrance, operation, and effect of this Amended and Restated Master Declaration, the owner thereof and the Declarant also may subject such Additional Property to a Supplemental Declaration. The Supplemental Declaration may contain such terms and provisions not inconsistent with this Amended and Restated Master Declaration as may be desirable to reflect the different character, if any, of the Additional Property being annexed or the various housing or project style characteristics, commercial uses, or development approaches being implemented, all of which may be significantly at variance with then-existing Master Property.

3.3 Withdrawal of Land

Declarant expressly reserves the right to sell, transfer or assign all or any part of the Master Property to a third party free and clear of the covenants, conditions and obligations contained in this Amended and Restated Master Declaration or any Supplemental Declaration. Declarant may, at any time and from time to time, reduce or withdraw areas from the Master Property. Upon the Recording of a Notice of Withdrawal of Land contain in the provisions set forth below in this Section 3.3, the covenants, conditions and restrictions contained in this Amended and Restated Master Declaration, including without limitation, the levy or collection of Assessments and the right to waiver of Initiation Fees, shall no longer apply to the withdrawn lands without written consent of HB Resort Amenities Owner and the Owners of such withdrawn lands shall no longer be subject to the terms hereof, unless such Owners also own lands within any portion of the Amended and Restated Master Property not withdrawn from this Amended and Restated Master Declaration. The Notice of Withdrawal of Land referred to the hereinabove shall: (i) reference this Amended and Restated Master Declaration, which reference shall state the date of Recordation hereof and the volume and page numbers of the Official Records of Llano County, Texas and Burnet County, Texas, wherein this Amended and Restated Master Declaration is Recorded; (ii) contain a statement that the provisions of this Amended and Restated Master Declaration shall no longer apply to the withdrawn lands or the Owners thereof; (iii) include a legal description of the withdrawn lands; and (iv) include Summit Rock Communities LLC written consent. In addition, if any portion of the withdrawn lands Abut the Summit Rock Golf Course or the Future Amenities Parcel (if owned by, or under purchase contract in favor of, HB Resort Amenities Owner), or any part thereof, the Notice of Withdrawal of Land must include the consent of HB Resort Amenities Owner.

Nothing in this section shall be construed to require the joinder or consent by the (i) Owners of the portion of the Master Property which is not withdrawn by such Notice of Withdrawal of Land, (ii) the Master Association, or (iii) any Mortgagee of any Parcel as to any portion of the Master Property not part of the withdrawn lands.

Notwithstanding the withdrawal of lands within the Master Property from this Declaration, such withdrawn lands at the sole or discretion of the Declarant may or may not remain subject to the Summit Rock Communities Public Improvement District No. 1 and the assessments of such governmental district shall remain subject to the Summit Rock Communities Public Improvement District No. 1 and the assessments of such governmental district.

4 PLAT APPROVAL

4.1 Plat Requirements

No plat or replat of any portion of the Master Property shall be filed without the joinder of Declarant. Further, if the plat or replat includes or Abuts the Summit Rock Golf Course, the Future Amenities Parcel (if owned by, or under purchase contract in favor of, HB Resort Amenities Owner), or any part thereof, such plat or replat must include the joinder of HB Resort Amenities Owner. The formal plat requirements of a plat filed under and pursuant to this Amended and Restated Master Declaration and for the purpose of committing the land covered thereby to this Amended and Restated Master Declaration are as follows:

- 4.1.1 The Plat shall be executed by Declarant or by any person or entity acting by, through, or under the authority of Declarant as set forth herein, and Recorded in all Applicable Official Records, and, if appropriate, any other county in which the land covered by the Plat is located.
- 4.1.2 The Plat shall contain the plat of a survey of the land covered thereby and shall be certified by a licensed public land surveyor or registered professional engineer of the State of Texas.
- 4.1.3 The Plat shall contain the following legend: This Plat has been filed under and pursuant to that certain Amended and Restated Master Declaration ("Amended and Restated Master Declaration") dated as of July 12, 2012 filed in the Official Records of Burnet and Llano Counties, Texas and is recorded in the Official Records of Llano and/or Burnet Counties, Texas, and all land included in and covered by this Plat is hereby committed to the Amended and Restated Master Declaration, which is incorporated herein and made a part hereof for all purposes.
- 4.1.4 The Plat shall otherwise conform with the platting requirements of any Applicable Law.

4.2 Plat Restrictions

- 4.2.1 The Plat shall subdivide the Master Property covered thereby into one or more Parcels which shall be restricted as one of the following Classifications: (i) R-1-Estate; (ii) R-1 Hangar; (iii) R-1-Villa; (iv) R-2 Villas; (v) R-4 Multi-Family Residential; (vi) C-2 Commercial Land; or (vii) Fly-in Community and Fly-in Business Park. In the event that the City of Horseshoe Bay, Texas amends its PD Ordinance to allow for additional Classifications, Declarant may use, in addition to the Classifications set forth above, such additional Classifications in any Plat or replat of the Master Property as Declarant shall deem appropriate.
- 4.2.2 The Plat may dedicate to public or private use the applicable easements for roads, streets, utilities and the like in the sole discretion of Declarant.

4.3 Reservation of Rights

Declarant reserves the right at any time and from time to time to resubdivide and or reclassify any or all Parcels which are then owned by Declarant if and to the extent Declarant deems such action desirable, in the sole discretion of Declarant, but subject to (i) the approval of all appropriate Governmental Authorities and (ii) the prior written consent of HB Resort Amenities Owner should any Parcel so resubdivided and or reclassified Abut Golf Course Property or the Future Amenities Parcel (if owned or under contract to purchase by HB Resort Amenities Owner). In such event, Parcels shall be deemed to be resubdivided and reclassified when Declarant files an amended Plat reflecting such resubdivision and, or, redesignation in the Applicable Official Records. Declarant may exercise the right to resubdivide and or reclassify Parcels which are then owned by Declarant even though Declarant shall have previously sold and or contracted to sell other Parcels located within the Master Property.

This subsection shall never be deemed to authorize Declarant to resubdivide and or reclassify any Parcel owned by Declarant which is subject to an outstanding contract for deed or similar instrument in favor of a third party, unless such resubdivision or reclassification is joined in by such third party. Further, Declarant shall not resubdivide or reclassify the Summit Rock Golf Course, the Future Amenities Parcel (if owned by, or under

purchase contract in favor of, HB Resort Amenities Owner) or any Parcel Abutting such properties, without the joinder of HB Resort Amenities Owner.

5 ARCHITECTURAL CONTROL

5.1 Compliance With Codes

Notwithstanding any other provision of the Declaration, all Plans and Specifications, construction, and every alteration of any Improvement shall be in accordance with all Applicable Law, including without limitation, all applicable building, plumbing, fire, electrical, and all other regulatory codes. It shall be the responsibility of each Owner to obtain from applicable government authorities, or other appropriate authority, necessary information, technical data, and permits with regard to any construction or alteration, prior to commencing any construction or alteration.

5.2 Exemption

Declarant and HB Resort Amenities Owner (as to the Summit Rock Golf Course and the Future Amenities Parcel, if owned by HB Resort Amenities Owner) shall be exempt from the architectural control provisions of this Article, except for the foregoing section on Compliance With Codes. Declarant and HB Resort Amenities Owner (as to the Golf Course Property and the Future Amenities Parcel, if owned by HB Resort Amenities Owner) shall be entitled to construct or install any new Improvement, and to change or add to any existing improvement, without the requirement of submitting Plans and Specifications to, or obtaining the approval of, the Design Review Committee.

5.3 Planning Criteria and Design Review Committee

All Parcels located within the Master Property are subject to architectural review in accordance with the Governing Documents, including but not limited to the Design Guidelines adopted and amended from time to time by Design Review Committee (with the approval of the Declarant during the Declarant Design Control Period and the Amended and Restated Master Declaration as to any period thereafter). The Design Guidelines shall be written and made available to all Owners and prospective Owners. The Design Guidelines may include any matters considered appropriate by the Design Review Committee not inconsistent with this Amended and Restated Master Declaration.

5.4 Approval Requirement

Except for replacement of existing Improvements with identical Improvements (or as close as possible within local market availability), no site work, landscaping, utility installation or extension, drainage Improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk, mailbox, lighting, decoration, equipment, or any other physical or structural Improvement in the Master Property, nor any exterior alteration or addition to any of the foregoing, shall be permitted, commenced, erected or maintained until the Design Review Committee has received and approved in writing the Plans and Specifications therefor. All improvements, alterations and additions shall also comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Until the Plans and Specifications for any improvement, alteration or addition have been submitted to and approved by the Design Review Committee, the Owner shall not make application (directly or through any other Person) to any Governmental agency for any building or other permit for the proposed Improvement, alteration and addition. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling Unit or Commercial Unit as that Owner desires.

5.5 Declarant Design Control Period

So long as this Declaration remains in effect, or until such time as Declarant surrenders its authority to appoint members to the Design Review Committee, whichever is earlier, the Declarant shall have the sole power and authority to designate and appoint the members of the Design Review Committee (subject to the rights of HB Resort Amenities Owner as set forth in Section 5.7). Such period is referred to herein as the Declarant Design Control Period. Any surrender of this right by Declarant shall be by a written instrument executed by Declarant and

Recorded in the Applicable Official Records. In no event shall Declarant surrender the right to appoint members to the Design Review Committee without the prior written consent of HB Resort Amenities Owner. Upon the expiration or surrender of such right, the Master Association Board (subject to the rights of HB Resort Amenities Owner as set forth in Section 5.7) shall appoint the members of the Design Review Committee.

5.6 Number of Committee Members

The Design Review Committee shall consist always of either five (5) or seven (7) committee members. HB Resort Amenities Owner shall at all times be entitled to appoint one (1) member to the Design Review Committee.

The Declarant, for so long as it maintains its rights to appointment as set forth in Section 5.5 and thereafter, the Master Association Board, may reduce the number of members of the Design Review Committee to five (5) and increase it to seven (7) as often as it wishes provided that the Design Review Committee consists of not less than five (5) nor more than seven (7) appointees. Each member of the Design Review Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein.

5.7 Appointment of Committee Members

Declarant shall at all times during the Declarant Design Control Period have the right to designate and appoint the members of the Design Review Committee. Upon expiration of the Declarant Design Control Period, the Master Association Board shall appoint the members of the Design Review Committee.

Declarant's appointees to the Design Review Committee shall serve at the will of Declarant and during the Declarant Control Period Declarant shall have the right and power at any time and from time to time to create and fill vacancies to the Design Review Committee.

Upon expiration of the Declarant Design Control Period, the Master Association's appointees to the Design Review Committee shall serve at the will of Master Association Board and the Master Association Board shall have the right to and power from time to time to create and fill vacancies on the Design Review Committee.

Notwithstanding the foregoing, HB Resort Amenities Owner shall have the right at all times, whether during the Declarant Design Control Period or thereafter, to appoint one (1) member to the Design Review Committee. Such appointee shall serve at the will of HB Resort Amenities Owner and HB Resort Amenities Owner shall have the right at any time to remove and replace such appointee.

5.8 Adoption of Rules

The Design Review Committee may adopt such procedural and substantive rules, not in conflict with this Amended and Restated Master Declaration, as it may deem necessary or proper for the performance of its duties. The rules may provide requirements and standards with respect to any and all matters with which the Design Review Committee is charged in this Amended and Restated Master Declaration. During the Declarant Control Period, a rule adopted by the Design Review Committee shall not be in effect until approved by Declarant. Thereafter, no rule shall be adopted by the Design Review Committee unless approved by the Master Association.

5.9 Powers and Duties of Design Review Committee

It shall be the general purpose of the Design Review Committee to provide for maintenance of the highest standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision and to enhance the value of the Master Property.

The Design Review Committee shall promulgate and publish Design Guidelines, which shall be incorporated into this Amended and Restated Master Declaration by reference, a copy of which shall be furnished to Owners upon request. Such Design Guidelines will supplement this Amended and Restated Master Declaration and

may make other and further provisions as to the approval and disapproval of Plans and Specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements.

The Design Review Committee shall be guided by and, except when in its sole discretion good planning would dictate to the contrary, controlled by this Amended and Restated Master Declaration. The judgment of the Design Review Committee shall be final, conclusive and binding.

The Design Review Committee shall have all powers and duties conferred or imposed upon it by this Master Declaration and all inherent powers necessary or proper in the performance of its duties, as set forth in this Master Declaration or its rules. In addition thereto, and without limiting the generality of the foregoing, the Design Review Committee shall have the power to:

- (a) approve all Plans and Specifications for any improvements within the Master Property;
- (b) review and inspect all construction or proposed construction within the Master Property;
- (c) set such height elevations and setback requirements as it deems necessary or proper whether or not such limitations are contained on the face of any applicable plat;
- (d) prescribe for any given section or area of development certain building or architectural restrictions, construction codes, methods of development, limitations on types of building materials, placement of structures, colors, standards and requirements for all aspects of construction, drainage requirements, or other similar restrictions or limitations;
- (e) review and approve or disapprove Plans and Specifications submitted to it for any proposed improvement, including the construction, alteration or addition thereof or thereto, on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and the Master Property generally;
- (f) review and approve or disapprove Plans and Specifications submitted to it for any proposed improvement, including the construction, alteration or addition thereof or thereto, on the basis of architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features;
- (g) review and approve or disapprove Plans and Specifications submitted to it for any proposed improvement, including the construction, alteration or addition thereof or thereto, on the basis of compliance of the Plans and Specifications with Design Guidelines;
- (h) control the spacing or orientation of all Units, buildings, garages, accessory buildings, constructions of any type whatsoever, with relation to the front and side yard orientation thereof;
- (i) prescribe design or construction criteria for driveways, fences, walls, landscaping, or other improvements;
- (j) specify types, colors, quality of roofing materials to be applicable to any given area or street;
- (k) prescribe the terms and conditions under which Master Association Property may be used during construction;
- (l) prescribe development criteria for various types of single or multi-family development, including zero lot line development;
- (m) require and issue building permits as a condition for commencement of construction of any Improvement;

- (n) prescribe and charge reasonable fees for its services, including but not limited to application and review fees for Plans and Specifications submitted for approval;
- (o) prescribe and charge reasonable fees for use of any Master Association Property that is in excess of normal use by Residents in connection with any construction activity; and
- (p) prescribe and charge reasonable deposits to insure compliance with its rules.

5.10 Review of Proposed Construction

Whenever in this Amended and Restated or in any Supplemental Declaration the approval of the Design Review Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts, which, in its sole discretion, are relevant. Prior to commencement of any construction of any Improvement within the Master Property, the Plans and Specifications therefor shall be submitted to the Design Review Committee, and construction thereof may not commence unless and until the Design Review Committee has approved such Plans and Specifications in writing. The Design Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Amended and Restated Master Declaration, and perform such other duties assigned to it by this Amended and Restated Master Declaration or as from time to time shall be assigned to it by Declarant or the Master Association Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Design Review Committee.

The Design Review Committee may review and approve or disapprove all Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, on the basis of compliance or lack of compliance with its Design Guidelines and other rules. The Design Review Committee shall take into consideration the compliance or lack of compliance with its Design Guidelines and other rules and all matters with which it is charged in this Amended and Restated Master Declaration. Any action of the Design Review Committee, including approval of Plans and Specifications, issuance of a building permit, shall mean only that the proposed Improvement is satisfactory to the Design Review Committee. Such action of the Design Review Committee shall not be an opinion, approval, warranty or representation by the Design Review Committee as to whether the Improvement will satisfy all of the requirements of the Amended and Restated Master Declaration, that the Improvement will be structurally sound, that it will comply with any applicable building code, that it will be free from damage from wind, rain or flood, that it will not encroach on any easements, or that it will not divert surface water in a manner not allowed by law. Any Owner obtaining the approval of its Plans and Specifications by the Design Review Committee must still obtain all necessary governmental approvals or permits prior to commencement of any Improvement to a Parcel.

5.11 Meetings of the Design Review Committee

The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Design Review Committee may fix the time and place for its regular meetings, and for such special meetings as may be necessary. Said Design Review Committee shall by a majority vote elect one of its members as Chairman and one of its members as Secretary, and the duties of such Chairman and Secretary shall be such as usually pertain to such offices. The Design Review Committee may, by resolution, unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Design Review Committee, except the granting of variances pursuant to Section 5.14. In the absence of such designation, the vote of a majority of all of the members of the Design Review Committee taken without a meeting shall constitute an act of the Design Review Committee.

5.12 No Waiver of Future Approvals

The approval or consent of the Design Review Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Design Review Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans

and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different Person.

5.13 Nonliability of Design Review Committee Members

Neither the Design Review Committee, nor any member thereof, nor the Declarant or the Master Association Board, nor any member thereof, shall be liable to the Master Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance by the Design Review Committee or the Master Association Board of their respective duties under this Article 5 unless due to the willful misconduct or bad faith of the Declarant, the Design Review Committee or its member or the Master Association Board or its member, as the case may be.

5.14 Variances

The Design Review Committee may grant variances from compliance with any of the architectural provisions of this Amended and Restated Master Declaration or any Supplemental Master Declaration (if applicable), or of any Plat, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, set-backs, building envelopes, colors, materials, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetics or environmental consideration may, in its sole and absolute discretion, warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Design Review Committee; provided, that if such variance relates to a Parcel or Unit that Abuts Golf Course Property or the Future Amenities Parcel (if owned by HB Resort Amenities Owner), such majority must include HB Resort Amenities Owner's appointee to the Design Review Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Amended and Restated Master Declaration or any Supplemental Declaration, or any Plat shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Amended and Restated Master Declaration or of any Supplemental Declaration, or of any Plat for any purpose except as to the particular property and in the particular instance covered by the variance. Further, the granting of any such variance shall not operate to waive the requirements of any Applicable Law, including without limitation, the requirements of the City of Horseshoe Bay, Texas to obtain a building permit or comply with its PD Ordinance.

The Design Review Committee may grant a variance or exception to the building and setback restrictions contained in this Amended and Restated Master Declaration when, in the sole judgment and discretion of the Design Review Committee, such variance or exception would not be inconsistent with the maintenance of a high standard of architecture and construction in the Master Property and would not be inconsistent with the aesthetic standards of the Master Property.

5.15 Amendment to this Article

This Article 5 shall not be amended without the prior written consent of Declarant so long as Declarant owns any portion of the Master Property (including any Additional Property added to the Master Property).

6 GENERAL LAND USE RESTRICTIONS

The following provisions shall be applicable to all Parcels and Units located within the Master Property regardless of Classification.

All real property within the Master Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

6.1 Animals

No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot unless specified or authorized by Declarant on Tracts classified as "C-2-Commercial" and only if

such use is limited to a small animal veterinary clinic with no outside runs, kennel or boarding facilities. The keeping of ordinary household pets such as birds, fish, dogs, cats, reptiles, insects and other non-human, non-plant living organisms is allowed; however, no breeding, raising, or boarding of such pets for commercial purposes is permitted. No poultry may be kept on any Parcel or in any Unit. Animals shall be kept under control and contained either by leash or fence at all times. No Animals shall be permitted to remain on any Parcel or Unit if it or they disturb the tranquility of the Master Property or the Owners or Residents thereof, if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are specifically excluded from the Master Property by the Master Association Board after notice and hearing.

6.2 Antennae

No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television receptions, or entertainment purposes shall be erected or maintained, except by Declarant or HB Resort Amenities Owner on the Golf Course Property or the Future Amenities Parcel (if owned by HB Resort Amenities Owner), without the prior written approval of the Declarant.

6.3 Athletic Facilities

Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Parcel without the prior written consent of the Declarant.

6.4 Construction in Place

All dwellings constructed on a Parcel shall be built in place on the applicable Parcel and the use of prefabricated materials shall be allowed only with the prior written approval of the Design Review Committee.

6.5 Construction Materials

All construction materials shall be approved by the Design Review Committee, and only new construction materials (except as specifically approved by the Design Review Committee) shall be used in constructing any Improvements. Exposed metal roof decks which reflect light in a glaring manner such as galvanized steel sheets are specifically prohibited. Painted, prefabricated metal roofs, tile roofs, built up flat roofs, fiberglass roof shingles may be used with prior written consent of the Design Review Committee which may specify a minimum quality or grade of materials. All projections from a residence or other Structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall be enclosed in approved masonry material and match the color of the surface from which they project, or shall be of an approved masonry material or color approved by the Design Review Committee. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including without limitation, the exterior surfaces of any Improvement.

6.6 Construction of Improvements

No Improvements shall hereafter be constructed upon any Parcel without the prior written approval of the Design Review Committee of the Plans and Specifications for the proposed Improvements. No Improvements may be constructed on any Parcel which would unreasonably obstruct the view from other portions of the Master Property, and the positioning of all Improvements upon Parcels within the Master Property is hereby expressly made subject to Design Review Committee review and approval.

6.7 Drainage

Easements for drainage throughout the Master Property are or shall be reserved as shown on the Recorded Plats. No Owner, other than Declarant, may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate, or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner, other than Declarant,

may: (a) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements; (b) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation there from without the prior written approval of the Design Review Committee; (c) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements; provided, however, fences may be permitted by written approval of the Design Review Committee in the event proper openings are incorporated therein to accommodate the natural flow of water over and in said easements; (d) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or (e) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Section 6.8 shall in no event be deemed or construed to impose liability of any nature on the Design Review Committee and/or Declarant and the Design Review Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions.

6.8 Exterior Illumination

Exterior lighting or illumination of Structures, buildings, parking areas, service areas, sidewalks and driveways on a Parcel shall be designed and installed so as to avoid visible glare (direct or reflected) from street rights-of-way and adjacent Parcels. All exterior lighting shall conform to specifications promulgated by the Design Review Committee. Exceptions to these specifications may be approved by and within the discretion of the Design Review Committee. Upon being given notice by the Master Association and/or Amenity Owner that any such lighting is objectionable, the Owner shall take all necessary steps to properly shield same. Notwithstanding anything in this Amended and Restated Master Declaration or elsewhere to the contrary, no outdoor lighting shall be directed or focused into any buffer zone, greenbelt, Golf Course Property or dedicated habitat or conservation easement.

6.9 Fencing

The construction of fences shall be subject to the prior written consent of the Design Review Committee. The Design Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. Fences may not exceed four feet (4') in height with the exception of privacy masonry courtyard walls which may not exceed seven feet (7') in height. The design, materials and specifications of such fencing shall be approved by the Design Review Committee. The Declarant may include in its fence design, or cause to be included, accent landscaping in the right of way to compliment all rear Parcel line fencing. Fencing along golf course frontage must incorporate a masonry column every twenty feet (20'), and such column shall match the masonry of the home and be approved by the Design Review Committee.

HB Resort Amenities Owner may, at their sole discretion, prohibit fencing between the Golf Course Property and individual lots, should any potential fence interfere with Golf Course Use. Approval by the Design Review Committee of any fencing on Parcels or Units Abutting the Golf Course Property must include the joinder of HB Resort Amenities Owner's appointee to the Design Review Committee.

6.10 Hazardous Activities

No activities shall be conducted on any Parcel and no Improvements constructed on any Parcel which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged and no open fires shall be lighted or permitted on any property except (a) in a contained barbecue unit while attended and in use for cooking purposes, (b) within a safe and well-designed interior fireplace, (c) in a safe and contained exterior fire pit with appropriate supervision, or (d) such campfires or picnic fires in Common Areas designated for such use by Declarant, or by the Master Association, as to Master Association Property. The discharging of fireworks within the Master Property (except on the Summit Rock Golf Course under the supervision of HB Resort Amenities Owner and appropriate Governmental Authorities) is expressly forbidden.

6.11 Improvements - Alteration or Removal of

Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement or the removal of any Improvement, shall be performed only with the prior written approval of the Design Review Committee.

6.12 Insurance Rates

Nothing shall be done or kept on any Parcel or Unit which would increase the rate of insurance on any Parcel or Unit or the Master Association Property without the approval of the Master Association Board, nor shall anything be done or kept on any Parcel or Unit which would result in the cancellation of insurance on any Parcel or Unit or any part of the Master Association Property or which would be in violation of any Applicable Law.

6.13 Landscaping

Construction of each and every Dwelling Unit or Commercial Unit shall include the installation and placement of appropriate landscaping as approved by the Declarant and Design Review Committee. Each Parcel on which a Unit is constructed shall have and contain an underground water sprinkler system for the purpose of providing sufficient water to preserve and maintain the landscaping in a healthy and attractive condition to front and side yard areas situated outside fences or walls.

6.14 Maintenance

Each Owner or occupant of any Parcel and/or Unit shall have the duty of and responsibility for keeping the Parcel and/or Unit they own or occupy, and the Improvements thereon, in a well maintained, safe, clean, and attractive condition at all times. By way of example, such maintenance shall include, but not be limited to: maintenance of all visible exterior surfaces of the Improvements and prompt removal of paper, debris, and refuse; removal of dead and diseased trees and plantings; prompt replacement of full and/or peeling paint from the exterior of the Improvements; mowing, watering, fertilizing, weeding, replanting, and replacement of landscaping in accordance with the approved landscape plan for such Parcel or Unit; and, during construction, the cleaning of dirt, construction debris, and other construction related refuse from street and storm drains and inlets as often as deemed necessary by either the Master Association or the Design Review Committee.

6.15 Mining and Drilling

No property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

6.16 Motor Homes, Travel Trailers and Recreational Vehicles

No motor homes shall be parked or placed on or adjacent to any Parcel or Unit at any time, and no trailers of any kind or recreational vehicles shall be parked on or near any Parcel or Unit so as to be visible from adjoining property or public or private thoroughfares or the Summit Rock Golf Course. Notwithstanding the foregoing, HB Resort Amenities Owner may park trailers and recreational vehicles on the Golf Course Property visible from adjoining property or thoroughfares on a temporary basis in conjunction with conducting a golf tournament or similar event on the Summit Rock Golf Course, subject to the prior approval of Declarant, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Declarant may park trailers on Declarant Property visible from adjoining property or thoroughfares on a temporary basis in conjunction with the sale of Declarant properties, subject to the prior approval of HB Resort Amenities Owner which approval shall not be unreasonably withheld or delayed.

6.17 Nuisance

No obnoxious, offensive or illegal business, trade, activity or operation shall be carried on or about the Master Property or any portion thereof, nor shall anything be done therein which may be or become a nuisance or an unreasonable annoyance to the occupants of any adjacent or neighboring Parcel or Unit, which materially disturbs or destroys the vegetation, wildlife, or air quality within the Master Property, or which interferes with the reasonable enjoyment of any part of the Master Property or that detracts from the overall appearance of the Master Property, or which results in unreasonable levels of sound or light pollution. No use or practice shall be allowed in or around the Master Property or portions thereof which is a source of annoyance to Owners or occupants of Parcels or Units or which interferes with the peaceful possession or proper use of the other Parcels, Units or the surrounding areas. No loud noises or noxious odors shall be permitted in any Parcels or Units or the Improvements located thereon. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Parcel or Unit, or exposed to the view of other Owners without the prior written approval of the Master Association. All on-site operations and activities shall be conducted with reasonable and appropriate precautions against radiation, radioactivity, fire, explosion and other hazards. Notwithstanding anything to the contrary contained within this Section 6.18, the foregoing provisions shall not prohibit matters necessarily resulting from excavation and construction work which is conducted in accordance with the usual, lawful and customary procedures incident to such excavation or construction work.

6.18 Project Design Standards

The Master Property is subject to the PD Ordinance adopted by the City of Horseshoe Bay, Texas on the 19th day of June, 2012. No Owner shall construct, alter or replace any Improvement or Structure on any Parcel unless such Improvement or Structure complies with the standards set forth in the PD Ordinance. In the event that the City of Horseshoe Bay, Texas shall ever modify the use restrictions set forth in the PD Ordinance such that the Project Design standards are not as stringent as the Project Design standards set forth in the PD Ordinance adopted on the 19th day of June 2012, then notwithstanding any amendment to the PD Ordinance, each Improvement or Structure constructed, altered, or replaced on any Parcel shall comply with the Project Design standards set forth in the PD Ordinance adopted June 19, 2012, as if such Project Design standards were set forth in this Amended and Restated Master Declaration.

6.19 Rubbish and Debris

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Parcel or Unit and no odors shall be permitted to arise therefrom so as to render such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all time in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

6.20 Setback Requirements

No part of any building, Structure or Improvement shall be constructed or placed closer to any side or rear property line of a Parcel than is permissible under applicable Plat, the PD Ordinance, or other governmental rule or regulation, or under such more restrictive standards as may be established by the Design Review Committee or by the Declarant prior to the time of the conveyance of a Parcel by the Declarant to an Owner. Following the conveyance of a Parcel by the Declarant to an Owner, neither the Design Review Committee nor Declarant shall have the right to establish alternative setback standards for any Parcel already conveyed.

6.21 Signs

The location, design, color, materials, size, height, format, and lighting or illumination of all signs erected or maintained on any Parcel must be approved by Design Review Committee and City of Horseshoe Bay. with the exception of signs which are located entirely within and are not visible from the outside of any building, Structure or other Improvement. For sale signs, for rent or for lease signs, and signs of a similar nature as well as flashing or

moving signs are expressly prohibited. Sign Design Standards shall reflect those adopted by Horseshoe Bay and Horseshoe Bay West Architectural Committee and the City of Horseshoe Bay.

6.22 Structural Soundness

No Owner shall do any act or undertake any work that will impair the structural soundness or integrity of any Improvement within any part of the Master Property or impair any easement or hereditament within the Master Property.

6.23 Structures – Temporary

No tent, shack, trailer, mobile home or other temporary building, Improvement or Structure shall be placed upon any Parcel, except that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the prior approval of Declarant (during the Development Period) or the Master Association Board (after the Development Period), such approval to include the nature, size, duration and location of such structure. Declarant, and HB Resort Amenity Owner may utilize temporary buildings or structures as it deems necessary to provide for the ongoing development of Summit Rock or the operation of any facility or amenity in connection therewith.

6.24 Structures – Unfinished

After commencement of construction of any Improvement upon a Parcel or Unit, such construction shall be diligently and continuously prosecuted to the end so that Improvements shall not remain in an unfinished condition any longer than is reasonably necessary for completion thereof, but in no event longer than two (2) years. The Owner of a Parcel or Unit on which Improvements are being constructed shall at all times during the construction period keep all streets or roads contiguous or adjacent to the Parcel or Unit free from any dirt, mud, garbage, trash or other debris which might be occasioned by such construction.

6.25 Subdividing

No Parcel or Common Area shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof (including any Subdivision Association) without the prior written approval of Declarant (during the Development Period) or the Design Review Committee (following the Development Period); provided, however, that when Declarant and/or HB Resort Amenity Owner is the Owner thereof, Declarant and/or HB Resort Amenity Owner may further divide and subdivide any Parcel or Common Area, and convey any easement or other interest less than the whole, all without the approval of the Design Review Committee; and provided further, that nothing herein shall be deemed to require the approval of Declarant or the Design Review Committee for the transfer or sale of any Parcel or Unit to more than one person to be held by them as tenants in common or joint tenants, or for the granting of any Mortgage.

6.26 Telecommunication Services

The Master Association, with the prior approval of the Master Association Board, may provide, by contracting with other parties, various telecommunication services to the Parcels, Units and Common Areas within the Master Property. The Master Association Board shall have the sole discretion to determine whether or not such telecommunication services are provided, the types of services to be provided, the manner in which such services will be provided, the amounts to be charged, and the method of paying for such services. The amounts charged for such services shall not exceed those authorized or required by any regulatory authority with jurisdiction over such matters.

6.26.1 The types of telecommunication services that may be provided by or through the Master Association shall include, but not be limited to, the following: (i) local and long-distance telephone services; (ii) voice mail service; (iii) cable television service; (iv) private television channels for education and community purposes; (v) security monitoring of streets and other Common Areas; (vi) central home security systems for fire and burglary detection; (vii) electronic utility meter reading systems; (viii)

electronic mail systems; and (ix) such other similar telecommunication services the Master Association Board determines to be necessary or beneficial for the safety, welfare or enjoyment of the Members or the Master Property;

6.26.2 Each Commercial Unit or Dwelling Unit constructed on a Parcel shall include as part of its Improvements a Service Unit to provide optional access to the Improvement for the telecommunication services described above. The Service Unit should provide a connecting terminal for the wiring that extends to each outlet or point of access in the Commercial Unit or Dwelling Unit for the telecommunication services. The Master Association and/or the Design Review Committee shall have the right to designate the type of Service Unit to be installed and the manner in which such Service Unit shall be operated, maintained and repaired, and may, from time to time, designate appropriate replacements or improvements to the Service Unit. The Master Association may contract with other parties to provide the foregoing services relating to the Service Unit. Each Owner shall pay all costs and expenses required to purchase, install, maintain, repair, replace or improve the Service Unit for the Owner's Commercial or Dwelling Unit. The Service Unit shall remain as a permanent fixture to the Commercial Unit and Dwelling Unit and may not be removed from the Commercial Unit or Dwelling Unit without the written permission of the Master Association, and shall remain as a part of the Commercial or Dwelling Unit when the Commercial Unit or Dwelling Unit is sold to another party. The Master Association and the parties which whom it contracts to provide services relating to the Service Unit shall have an easement and right of entry over and across each Parcel and into each Commercial Unit and Dwelling Unit for the purpose of installing, maintaining, repairing and replacing and making improvements to the Service Unit.

6.26.3 The installation of the Service Unit in a Commercial Unit or Dwelling Unit does not obligate the Owner to accept or pay for any of the telecommunication services to the Commercial or Dwelling Unit that may be provided by, or available through, the Master Association. Each Owner shall have the right to (i) accept and pay for any such services provided by or through the Master Association; (ii) contract with another party to provide such services, or (iii) decline such services in whole or in part.

6.26.4 Nothing contained in this Section 6.26 shall limit or restrict HB Resort Amenities Owner from installing switchboards or other telecommunication devices or using its own telecommunications services as to Improvements placed on the Golf Course Property or the Future Amenities Parcel (if owned by HB Resort Amenities Owner) nor shall HB Resort Amenities Owner need any Master Association approval as to any such installations or telecommunication services.

6.27 Tress – Protection of

Specific precautions to protect existing native oak trees with a diameter of nine inches (9") shall include encircling trees with protective fence screen materials to minimize disturbance or compaction of soils within the ten feet (10') of the native oak trees during construction. The Design Review Committee reserves the right to require any Owner to replace at his or its cost any existing native oak trees with a diameter of nine inches (9") or more which are damaged by any activity, whether during the construction of the Improvements or thereafter with a oak tree. If the Owner fails to replace any dead, damaged or diseased native oak trees the Master Association after giving thirty (30) days advanced written notice may replace said dead, damaged or diseased trees at the expense of the Owner. For the purpose of determining the size of the tree, the diameter will be measured one foot above the ground at the base of the tree, and the Design Review Committee ruling on the diameter of any native oak tree is final and binding on all parties.

6.28 Underground Utility Lines

No utility lines including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television, or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Master Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements approved in writing by the Design Review Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Design Review Committee; and further

provided that this provision shall not apply to utilities installed along the perimeters of the Master Property. The installation method, including, but not limited to, location, type of installation, equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Design Review Committee.

6.29 Unsightly Articles

No article deemed to be unsightly by the Declarant and Design Review Committee shall be permitted to remain on any Parcel or Unit so as to be visible from adjoining property or public or private streets. Without limiting the generality of the foregoing, motor homes, trailers and recreational vehicles (to the extent permitted in Section 6.17), graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, golf carts and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in an enclosed garage or other Structure; service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view; and liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

6.30 Use

6.30.1 The Master Property is subject to the PD Ordinance, which includes Use Restrictions on Parcels dependent on such Parcel's Classification. As and when Declarant, or as provided in Section 3 hereof, Declarant and Master Developer, file a Plat of all or any part of the Master Property, such Plat shall designate a Classification as to each Parcel included therein. The use of each such Parcel shall be limited by the Use Restrictions set forth in the PD Ordinance for such Parcel's Classification. The Classifications and Use Restrictions related thereto set forth in the PD Ordinance adopted on June 19, 2012 are incorporated herein by reference and are made a part hereof for all purposes. In the event that the City of Horseshoe Bay, Texas shall ever modify the Use Restrictions such that such Use Restrictions are not as limiting as the Use Restrictions set forth in the PD Ordinance adopted by the City of Horseshoe Bay, Texas June 19, 2012 and incorporated herein, then notwithstanding any amendments to the PD Ordinance, each Parcel shall continue to be limited to the Use Restrictions set forth in the PD Ordinance adopted by the City of Horseshoe Bay, Texas June 19, 2012.

6.30.2 The use of the Golf Course Property excluding R-1 Golf Single Family Residential Adjacent to Golf Course shall be limited to Golf Course and Golf Course associated facilities.

6.30.3 No portion of the Master Property shall be used as a hotel, branded lodging product or other restricted use as provided in that certain Agreement Establishing Rights, Uses and Restrictions ("Hotel Restriction Agreement"), Recorded in Volume 1216, Page 127 of the Official Public Records of Llano County, Texas, unless written permission is given by the "Resort Owner" as those terms are defined therein, except that HB Resort Amenities Owner, its successors and assigns, may operate a hotel or branded lodging product on the C-3 Commercial or on any other Parcel within the Master Property as approved by Declarant so long as it does not violate the use restrictions on property. Nothing contained herein shall prohibit the operation of an unbranded lodging facility on any Tract so long as it does not violate the use restrictions discussed herein.

6.31 Vehicles

The use of all vehicles, including but not limited to trucks, automobiles, graders, boats, tractors, pickups, motor homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, golf carts, and wagons shall be subject to the Rules promulgated by the Master Association, which may regulate or limit the use thereof within specified parts of the Master Property. In addition to the foregoing and without limiting the generality thereof, the overnight parking of vehicles of any type or description whatsoever upon the private or public roads or rights-of-way within the Master Property shall be prohibited.

Vehicular access to each Parcel or Unit from all roadways adjacent thereto shall be through such driveway or driveways and curb cut or curb cuts, as shall be approved by the Design Review Committee. The location, size, and angle of approach of all driveways and curb cuts shall be subject to the approval of the Design Review Committee.

6.32 Warranty – No Enforceability of

While Declarant has no reason to believe that any of the or other terms and provisions contained in this Article or elsewhere in this Amended and Restated Master Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Parcel or Unit in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Parcel or Unit, agrees to hold Declarant harmless therefrom.

7 OWNERSHIP AND MAINTENANCE OF ROADWAYS AND ENTRIES

7.1 Highway 71 Entrance Portal

Declarant reserves for itself and for the benefit of HB Resort Amenities Owner ownership of the main entrance portal to and from State Highway 71 located on or adjacent to the Primary Road. Declarant, and, or, HB Resort Amenities Owner, may construct such Improvements within the Highway 71 Entrance Portal as Declarant, and, or HB Resort Amenities Owner shall deem necessary or appropriate, including, without limitation, information booths, security facilities and, or marketing or visitor centers. HB Resort Amenities Owner may elect to transfer ownership of the Highway 71 Entrance Portal to the Master Association to become part of the Common Area; provided, however, notwithstanding ownership thereof by the Master Association, the maintenance of the Highway 71 Entrance Portal shall be vested in, and the responsibility of the Master Association. Operation and staffing thereof shall be vested in, and the responsibility of HB Resort Amenities Owner. HB Resort Amenities Owner is not obligated to staff entrance portal, and to do so is at its sole and absolute discretion.

7.2 RM Road 2147 Entrance Portal

Declarant reserves for itself and for the benefit of the HB Resort Amenities Owner ownership of the main entrance portal to and from RM Road 2147 located on or adjacent to the Primary Road. Declarant, and, or, HB Resort Amenities Owner, may construct such Improvements within the RM Road 2147 Entrance Portal as Declarant, and, or HB Resort Amenities Owner shall deem necessary or appropriate, including, without limitation, information booths, security facilities and, or marketing or visitor centers. HB Resort Amenities Owner may elect to transfer ownership of the RM Road 2147 Entrance Portal to the Master Association to become part of the Common Area; provided, however, notwithstanding ownership thereof by Master Association, the maintenance of the RM Road 2147 Entrance Portal shall be vested in, and the responsibility of the Master Association. Operation and staffing thereof shall be vested in, and the responsibility of, HB Resort Amenities Owner. HB Resort Amenities Owner is not obligated to staff entrance portal, and to do so is at its sole and absolute discretion.

7.3 Primary Road

Declarant reserves for itself and its successors and assigns ownership of the Primary Road. At the option of Declarant, upon completion of construction of the Primary Road, Declarant shall convey ownership of the Primary Road to the Master Association; provided, however, notwithstanding such conveyance, Declarant shall have the right to place within the Primary Road right-of-way temporary signage (comparable temporary signage allowed by Design Review Committee and City of Horseshoe Bay to other developers within the Horseshoe Bay community) and permanent signage (including without limitation, directional signage identifying subdivisions, streets, private subdivision amenities and the clubhouse facilities for the Summit Rock Golf Course), subject to the approval of the Design Review Committee, and City of Horseshoe Bay. In the event that ownership of the Primary Road is conveyed to the Master Association, the Master Association shall contract with HB Resort Amenities Owner for HB Resort Amenities Owner to maintain the landscaping, water features, ponds, lakes, lighting and development

signage located within the right-of-way of the Primary Road and agreed upon contract maintenance fees are payable by the Master Association

7.4 Ownership of Roads and Streets other than the Primary Road

7.4.1 All streets and roadways other than the Primary Road shall be private and at the option of Declarant, the ownership thereof shall be transferred to the Master Association as part of the Common Area. All such streets and roadways shall be maintained by the Master Association; provided, however, that the Master Association may transfer ownership thereof to the City of Horseshoe Bay, Texas with the prior written consent of Declarant and HB Resort Amenities Owner whereupon maintenance thereof shall be transferred to the City of Horseshoe Bay, Texas.

7.4.2 The Declarant shall, in the exercise of its sole discretion, have the right to close, fence, place a gate across or reroute any of the roads or streets which provide access to any property owned by Declarant and/or HB Resort Amenities Owner so long as such action does not deny the only access to a platted Parcel located within the Master Property. In the event of any closing or rerouting of any road or street by the Declarant, the Master Association (provided that the Master Association has not theretofore transferred ownership thereof to the City of Horseshoe Bay, Texas with the consent of Declarant and HB Resort Amenities Owner) shall be obligated to convey to Declarant that portion of the closed or rerouted road which will no longer be used as a common area roadway or street.

8 EASEMENTS

8.1 Easements in Common Area

Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Areas, subject to:

8.1.1 This Amended and Restated Master Declaration, the Formation Certificate and the By-Laws of the Master Association and any other applicable covenants;

8.1.2 Any restrictions or limitations contained in any deed conveying such property to the Master Association;

8.1.3 The right of the Master Association Board to adopt rules, regulations or policies regulating the use and enjoyment of the Common Area;

8.1.4 The right of the Master Association Board to create, enter agreements with, grant easements to and transfer portions of the Common Area to tax-exempt organizations;

8.1.5 The right of the Association to mortgage, pledge, or hypothecate any or all of its real or personal property as security for Master Association obligations;

8.1.6 The right of the Master Association Board to change the use of any portion of the Common Area with the consent of the Declarant (during the Development Period).

8.2 Easements for Utilities, Etc.

Declarant reserves unto itself, its duly authorized agents, successors and assigns, an easement for the purpose of access and maintenance upon, across, over, and under all of the Master Property to the extent reasonably necessary to install, replace, repair, and maintain cable television systems, master television antenna systems, security and similar systems, Service Units, meter boxes, roads, walkways, bicycle pathways, trails, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, telephone and electricity. The Declarant and/or the Master Association may assign these rights to any local utility

supplier, cable company, security company or other company providing a service or utility to the Master Property subject to the limitations herein.

This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing Dwelling Unit or Commercial Unit on a Parcel, and any damage to a Parcel or Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Parcel or Unit and, except in an emergency, entry onto any Parcel shall be made only after reasonable notice to the Owner or occupant of such Parcel or Unit.

8.3 Easements to Serve Additional Property

The Declarant hereby reserves for itself, and HB Resort Amenities Owner, and their respective duly authorized agents, successors, assigns and Mortgagees, an easement over the Common Areas for the purposes of enjoyment, use, access, and development of the Additional Property. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and streets and for connecting and installing roads, streets and utilities on such property.

8.4 Easements for Golf Course

8.4.1 Every Parcel and the Common Area are burdened with an easement permitting golf balls unintentionally to come upon such Parcels and Common Area and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, or the exterior portions of a Parcel to retrieve errant golf balls; provided, however, if any Parcel is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: the Declarant, the Master Association, or HB Resort Amenities Owner or any Owner of or successors-in-title to the Summit Rock Golf Course.

8.4.2 The Master Property immediately adjacent to the Summit Rock Golf Course is hereby burdened with a non-exclusive easement in favor of the Owner of such Golf Course for overspray of water, materials used in connection with fertilization, and effluent from any irrigation system serving such course. The Owner of the Summit Rock Golf Course may use treated effluent in the irrigation of the Summit Rock Golf Course. Under no circumstance shall the Master Association, Declarant, or the Owner of the Summit Rock Golf Course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

8.4.3 The Owner of Summit Rock Golf Course, its respective agents, successors and assigns, shall have a perpetual non-exclusive easement, to the extent reasonably necessary, over the Common Areas, for the installation, operation, maintenance, repair, replacement, monitoring and controlling of irrigation systems and equipment, including, without limitation, wells, pumps and pipelines, serving all or portions of the Summit Rock Golf Course.

8.4.4 The Owner of the Summit Rock Golf Course shall at all times have a right and non-exclusive easement of access and use over all portions of the Common Areas, including but not limited to all roads and streets, for the improvement, operation, maintenance and repair of the Summit Rock Golf Course.

8.4.5 The Common Areas are also hereby burdened with easements in favor of the Summit Rock Golf Course for golf cart paths serving such Golf Course. Under no circumstances shall the Master Association or the Owner of Summit Rock Golf Course, or their respective agents, successors, or assigns, be held liable for any damage or injury resulting from the exercise of this easement.

8.4.6 There is hereby established for the benefit of the Owner of the Summit Rock Golf Course, its respective agents, successors and assigns, as well as its members, guests, invitees, employees, and

authorized users of the Summit Rock Golf Course, a right and nonexclusive easement of access and use over all roadways located within the Master Property reasonably necessary to travel between the entrance to the Master Property and the Summit Rock Golf Course. Without limited the generality of the foregoing, Resort Members and guests and authorized users of the Summit Rock Golf Course shall have the right to park their vehicles on the roadways located within the Master Property at reasonable times before, during and after tournaments and other similar functions held by or at the Summit Rock Golf Course to the extent that the Summit Rock Golf Course has insufficient parking to accommodate such vehicles.

8.5 Easements for Cross-Drainage

Every Parcel and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Master Property; provided, no Person shall alter the natural drainage on any Parcel to increase materially the drainage of storm water onto adjacent portions of the Master Property without the consent of the Owner(s) of the affected property, the Master Association Board, and the Declarant.

8.6 Right of Entry

The Declarant and the Master Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Declarant and the Master Association, to enter all Parcels, including the exterior of each Unit, for emergency, security, and safety reasons. Such right may be exercised by the authorized agents of the Declarant, the Master Association and its Board, officers or committees, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry into a Commercial Unit or Dwelling Unit to cure any condition which increases the risk of fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Declarant or Master Association Board, but does not authorize entry into any Commercial Unit or Dwelling Unit without permission of the Owner, except by emergency personnel acting in their official capacities. Public providers of emergency services shall have access to Parcels in an emergency as provided by state law and, if applicable, the City of Horseshoe Bay, Texas or Llano and/or Burnet County operation policies.

8.7 Rights to Storm Water Runoff, Effluent and Water Reclamation

Declarant hereby reserves for itself and its designees, including but not limited to HB Resort Amenities Owner, all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Master Property, and each Owner agrees, by acceptance of a deed to a Parcel or Unit, that Declarant shall retain all such rights. Such right shall include an easement over the Master Property for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff and effluent. This Section 8.7 may not be amended without the consent of the Declarant or its successors, and the rights created in this Section 8.7 shall survive termination of this Amended and Restated Master Declaration. The Master Property is hereby burdened with a non-exclusive easement in favor of the Declarant, and/or HB Resort Amenities Owner and their respective successors and assigns and the Master Association, for overspray of water from any irrigation system serving the Master Property. The Declarant, HB Resort Amenities Owner and the Master Association may use treated effluent in the irrigation of the Summit Rock Golf Course and any Common Area of the Master Property. Under no circumstances shall the Declarant, HB Resort Amenities Owner or the Master Association be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

8.8 Easements for Lake and Pond Maintenance and Flood Water

Declarant reserves for itself, HB Resort Amenities Owner, the Master Association, and their respective successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, rivers, streams and wetlands located within the Master Property to (a) construct, maintain, and repair pumps in order to provide water for the irrigation of any of the Master Property; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) remove trash and other debris there from and fulfill their maintenance responsibilities as provided in this Amended and Restated Master Declaration. Declarant, HB Resort Amenities Owner, the Master Association, and their respective successors, assigns and designees shall have an access easement over and across any of the Master Property Abutting or containing any portion of any of

the lakes, ponds, rivers, streams, or wetlands to the extent reasonably necessary to exercise their rights under this Section 8.8.

There is further reserved herein for the benefit of Declarant, HB Resort Amenities Owner, the Master Association, and their respective successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Master Property (but not the Commercial Units and Dwelling Units thereon) adjacent to or within one hundred feet (100') of lake beds, ponds, rivers, streams and wetlands within the Master Property, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Master Property; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the lakes, ponds, rivers, streams, and wetlands within the Master Property subject to the approval of all appropriate regulatory bodies; (c) maintain and landscape the slopes and banks pertaining to such lakes, ponds, rivers, streams and wetlands; and (d) enter upon and across such portions of the Master Property for the purposes of exercising their rights under this Section 8.8. All Persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from, the intentional exercise of the rights granted under such easements. Nothing herein shall be construed to make the Declarant, HB Resort Amenities Owner, the Master Association, or any other Person liable for damage resulting from flooding due to heavy rainfall, hurricanes, or other natural occurrences.

8.9 Easement for Provision of Landscape and Maintenance Services

Declarant hereby reserves unto itself, and grants to HB Resort Amenities Owner and to the Master Association, and their successors, assigns and designees, a perpetual, non-exclusive easement of entry on to, over, and across any Parcel, Unit or any Common Area for the performance of landscaping or other exterior maintenance services as the Declarant, HB Resort Amenities Owner or the Master Association is authorized to provide pursuant to this Amended and Restated Master Declaration. The exercise of this easement shall not permit entry into any Unit or any portion of a Parcel, which is enclosed by a privacy wall as permitted under the Design Guidelines and approved by the Design Review Committee without the permission of the Owner, thereof.

8.10 Temporary Construction Easements

The Owner of a Parcel upon which a Unit is to be constructed with an exterior wall upon, or with five feet (5') of, an adjacent Parcel is hereby granted a temporary construction easement upon the next adjacent five feet (5') of such adjacent Parcel for the purpose of carrying on reasonable and necessary construction activities in connection with the construction of such Unit; provided, however, that (a) no such easement shall be effective for a period of more than six (6) months from the beginning of construction of said Unit, and (b) the rights hereby granted shall not authorize the destruction or removal of any Improvements, including landscaping or natural vegetation, located upon such adjacent Parcel. The Owner utilizing such temporary construction easement shall restore the area thereof to its previous condition and shall be responsible for all clean-up made necessary by such use.

Notwithstanding the foregoing, no such easement shall exist once a Unit, or other vertical construction, is placed upon the easement area of the adjacent Parcel.

8.11 Repair Easements

Each Owner of a constructed Unit whose exterior wall is within five feet (5') of the next adjacent Parcel shall have a perpetual easement on the next adjacent five feet (5') of said adjacent Parcel for the purpose of temporarily utilizing ladders and such other equipment as may be required to repair the exterior wall or Unit of such Owner. Such easement shall be of a temporary nature and shall exist only for such reasonable period of time as is required to make such repairs or perform necessary maintenance. The Owner of any adjacent Parcel subject to this temporary repair easement shall avoid any action which shall in any way prevent or prohibit any Owner from making any necessary repairs or performing maintenance upon an Owner's Unit. Notwithstanding the foregoing, no such easement shall exist once a Unit, or other vertical construction, is placed upon the easement area of the adjacent Parcel.

9 MASTER ASSOCIATION

9.1 Organization

The Master Association is a "property owners' association" as that term is defined in 202.001 (2) of the Texas Property Code and shall be a non-profit Texas corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Formation Certificate and By-Laws and in this Amended and Restated Master Declaration. Neither the Formation Certificate nor By-Laws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Amended and Restated Master Declaration. Nothing in this Amended and Restated Master Declaration shall prevent the creation of Subdivision Associations, by provision therefor in Supplemental Declarations executed and recorded by Declarant, or as to lands owned by a Master Developer, by Declarant and such Master Developer, to own, develop, assess, regulate, operate, maintain or manage portions of the Master Property subject to such Supplemental Declarations or to own, develop or control portions thereof for the common use or benefit of Owners and occupants of Parcels or Units in the portions of the Master Property subject to such Supplemental Declarations.

9.2 Master Association Membership

All Owners of a Parcel or Unit shall be Members of the Master Association provided, however, that no person shall be a member by reason of ownership of lands used for public school or governmental or quasi-governmental purposes, or by reason of ownership of any park, public land, road, easement, right-of-way, mineral interest or Mortgage. Each Owner as defined in the preceding sentence shall automatically be a Member of the Master Association without the necessity of any further action on his or its part, and Master Association membership shall be appurtenant to and shall run with the property interest ownership which qualifies the Owner thereof for membership. Master Association membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the property interest, ownership of which qualifies the Owner thereof for Master Association membership, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void.

9.3 Master Association Voting Rights

9.3.1 **Entitlement.** The Master Association shall have two classes of voting rights. The right to cast votes, and the number of votes which may be cast, for election of Members to the Board of Directors of the Master Association and on all other matters to be voted on by the Members of the Master Association shall be calculated as follows:

Class A Members:

- (1) The Owner, including Declarant, of each platted Parcel on which a Unit has not been constructed, shall have one vote for each such Parcel; and
- (2) The Owner, including Declarant, of all or part of a Lot on which a Dwelling Unit has been constructed, shall have one vote for each such Dwelling Unit; and
- (3) The Owner, including Declarant, of all or part of a Tract upon which a Commercial Unit has been constructed shall be entitled to one vote for each such Commercial Unit;

Class B Members:

In addition to those votes to which it may be entitled as a Class A Member, Declarant shall have and be entitled to an additional ten (10) votes for (a) each Class A member vote outstanding in favor of any other Person, other than Declarant, and (b) each Parcel or Unit within the Master Property owned by Declarant, whether or not now included or later added pursuant to this Amended and Restated Master Declaration. Declarant's right to the Class B additional votes authorized under this Section 9.3 shall cease to exist upon

the occurrence of certain events set forth in Section 9.3.2 below and thereafter Declarant shall have only the votes, if any, to which it is entitled as a Class A Member.

9.3.2 Termination of Class B Membership. Class B Membership shall terminate upon the earlier of (i) expiration of the Development Period and (ii) the date that the votes of Owners other than Declarant total in the aggregate ninety percent (90%) of the total amount of votes of Class A and Class B Members. Notwithstanding the foregoing, in the event that Class B membership is so terminated, and Declarant subsequently adds Additional Property such that the percentage of votes in Class A and Class B Members (as calculated in accordance with this Section) would be less than ninety percent (90%) with the addition of such land, then Class B membership shall be reinstated until such time as the percentage of Class A and Class B Members other than Declarant equals or exceeds ninety percent (90%) of the total amount of votes of Class A and Class B Members.

9.3.3 Joint or Common Ownership. Any property interest, entitling the Owner(s) thereof to vote as herein provided, held jointly or in common by more than one person shall require that the Owner(s) thereof designate, in writing, the individual person or Owner who shall be entitled to cast such vote(s) and no other person shall be authorized to vote in behalf of such property interest. A copy of such written designation shall be filed with the Master Association Board before any such vote may be cast, and, upon the failure of the Owner thereof to file such designation, such votes shall neither be cast nor counted for any purpose whatsoever.

9.3.4 Proxy Voting. Any Owner, including Declarant, may give a revocable written proxy to any person authorizing the latter to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the By-Laws of the Master Association, but no such proxy shall be valid for a period greater than eleven (11) months.

9.3.5 Cumulative Voting. The cumulative system of voting shall be prohibited.

9.3.6 Member Not in Good Standing. Any Member who is delinquent in payment of any Assessment shall not be in good standing and as a result thereof shall not be entitled to vote on any manner so long as such Member is not in good standing.

9.4 Master Association Meetings

There shall be an annual meeting of the Members of the Master Association on the third Thursday in January of each year at the principal office of the Master Association. Except as provided in the next sentence, no notice need be given of said annual meeting. Said annual meeting may be held at such other reasonable place or time as may be designated by written notice by the Master Association Board or by written notice signed by Owners having one-fifth (1/5) of the total votes outstanding, computed as provided in Section 9.3 above, delivered not less than ten (10) or mailed not less than fifteen (15) days prior to the date fixed for said meeting, to all Members if given by the Master Association Board and to all other Members if given by said Members. All notices of meetings shall be addressed to each Member as his or its address appears on the books of the Master Association.

9.4.1 Quorum. The presence at any meeting, in person or by proxy, of Members entitled to vote at least ten percent (10%) of the total votes outstanding (computed as provided in Section 9.3 above) shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be waived. Action may be taken by a vote of a majority of the votes present at such adjourned meeting.

9.4.2 Vote Necessary. Except as provided otherwise in this Amended and Restated Master Declaration, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or by proxy.

9.5 Purpose and Duties of the Master Association

Subject to and in accordance with the Governing Documents, the Master Association shall have and perform each of the following duties for the benefit of the Members of the Master Association and the Master Property:

9.5.1 Master Association Property.

(1) Ownership and Control. To accept, own, operate and maintain all private streets and rights-of-way (except as provided in Section 7.3), culverts, bridges, and all Common Areas which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Master Association by Declarant. The Master Association is strictly prohibited from selling or encumbering all or any portion of the Common Areas without approval of Declarant and HB Resort Amenities Owner if the Common Area affected thereby Abuts Golf Course Property or the Future Amenities Parcel (if owned by HB Resort Amenities Owner).

(2) Dissolution. To pay over or convey, upon dissolution of the Master Association, the assets of the Master Association to one or more exempt organizations of the kind described in Section 501(c) of the Internal Revenue Code of 1954, as amended from time to time.

(3) Assessments. To levy and cause to be collected as provided in this Amended and Restated Master Declaration Assessments to maintain and preserve the Common Area for the benefit of the Master Association Members and to perform the duties of the Master Association. All Assessments shall be charged and collected in accordance with Articles 11 and 15 of this Amended and Restated Master Declaration. Related thereto, the Master Association shall have the responsibility of contracting with the Collection Agency to collect all Base Maintenance Fees and other Assessments levied against Assessable Property.

(4) Repair and Maintenance. To maintain in good repair and condition all lands, Improvements, and other Master Association Property owned by or leased to the Master Association (except as otherwise provided for in this Amended and Restated Master Declaration) and create reserves for future maintenance and repair.

(5) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Master Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Master Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

9.5.2 Insurance. To obtain and maintain in effect policies of insurance, which, in the opinion of the Master Association Board, are adequate in kind and amount. Without limiting the generality of the preceding sentence, such policies of insurance shall include:

(1) Fire and extended coverage insurance on all Improvements owned by or leased to the Master Association, the amount of such insurance to be not less than ninety percent (90%) of their aggregate full insurable value, meaning actual replacement cost exclusive of the costs of excavations, foundations and footings. Such insurance shall insure the Master Association and its Mortgagees, as their interest may appear. As to each such policy which will not be thereby voided or impaired, the Master Association hereby waives and releases all claims against the Master Association Board and Declarant, and the officers, agents and employees of each, with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreement by said persons, but such waiver shall not extend to acts of gross neglect or willful misconduct. If the foregoing exculpatory clause is held to be invalid, then the liability of the

insurance company shall be primary, and the liability of the Master Association Board, Declarant, and the officers, agents and employees of the Master Association Board and of Declarant shall be secondary.

(2) Bodily injury liability insurance, with limits not less than Five Hundred Thousand and No/ 100 Dollars (\$500,000) per person and One Million and No/ 100 Dollars (\$1,000,000) per occurrence and property damage liability insurance of not less than Fifty Thousand and No/ 100 Dollars (\$50,000) per occurrence, insuring against liability for death, bodily injury or property damage arising from activities of the Master Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The liability insurance policies referred to above shall name as separately protected insured's Declarant, the Master Association, the Master Association Board and each of its Members, and the Master Association's Manager, and such policies may also name some or all of the respective officers, employees and agents of the foregoing.

(3) Worker's Compensation insurance to the extent necessary to comply with Applicable Laws.

(4) A fidelity bond in the penal amount of not less than Twenty-five Thousand and No/ 100 Dollars (\$25,000) naming each member of the Master Association Board and such other persons designated by the Board as principals and the Master Association as obligee.

(5) Such other insurance, including indemnity and other bonds, as the Master Association Board shall deem necessary or expedient to carry out the Master Association functions.

9.5.3 Master Association Rules. To make, establish and promulgate, and in its discretion to amend or repeal and reenact, such Rules, not in conflict with this Amended and Restated Master Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of Master Association property. Without limiting the generality of the foregoing sentence, such rules may set dues and fees, prescribe the regulations governing the operation and use of Master Association property, and permit and enforce speed and traffic controls, use of vehicles, and parking and safety restrictions, all in private ways and common areas within the Master Property. Each member shall be entitled to examine such Master Association Rules at any time during normal working hours at the principal office of the Master Association.

9.5.4 Design Review Committee. Upon termination of the Declarant Design Control Period, to appoint and remove members of the Design Review Committee as provided in Section 5.7 hereof, and to insure that at all times after the Declarant Design Control Period there is available a duly constituted and appointed Design Review Committee.

9.5.5 Enforcement. To enforce, in its own behalf and in behalf of all Owners, the Summit Rock Restrictions set forth in this Amended and Restated Master Declaration, under an irrevocable agency (hereby granted) coupled with an interest, as beneficiary of said covenants, conditions, and restrictions, and as assignee of Declarant; and to perform all other acts, whether or not anywhere expressly authorized herein, as may be reasonably necessary to enforce any of the provisions of this Amended and Restated Master Declaration. The Master Association Board shall be authorized to institute litigation, settle claims, enforce liens and take such action as it may deem necessary or expedient to enforce the provisions of this Amended and Restated Master Declaration; provided however, that the Master Association Board shall never be authorized to expend any Master Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

9.5.6 Financing. To execute Mortgages, both construction and permanent, for construction of facilities, including Improvements on property owned by or leased to the Master Association, and to accept lands, whether or not improved, from Declarant subject to such Mortgages. Financing may be effected through

conventional Mortgages, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant or the Master Association. The Mortgage given to secure repayment of any debt may consist of a first or second or other junior lien, as shall be deemed appropriate by borrower, whether Declarant or the Master Association, on the Improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such Mortgage may be retired from revenues generated by dues, use fees, assessment of the Members of the Master Association, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Master Association, as the case may be, but subject to the limitations imposed by this Amended and Restated Master Declaration.

9.5.7 Audit. To provide an annual audit by an independent Certified Public Accountant of the accounts of the Master Association and to make such audit available for inspection and review by Declarant and Association Members during normal business hours at the principal office of the Master Association. Declarant or any Member may at any time and at its or his own expense cause an audit or inspection to be made of the books and records of the Master Association by a Certified Public Accountant provided that such auditor inspection is made during normal business hours and without unnecessary interference with the operations of the Master Association.

9.5.8 Other. To carry out all duties of the Master Association as set forth in this Amended and Restated Master Declaration.

9.5.9 Failure to Perform Duties. In the event that any time during the Development Period the Master Association shall fail to perform any of its duties as set forth in this Section 9.5, including with limitation, its duty to repair and maintain the Master Association Property or maintain insurance, and such failure shall continue for thirty (30) days after written notice thereof has been sent by Declarant to the Master Association, Declarant may perform such duties on behalf of the Master Association and the Master Association shall reimburse Declarant within fifteen (15) days of presentment of an invoice therefor of all costs and expenses incurred by Declarant in the performance of the Master Association's duties, plus an additional administrative fee in an amount equal to twenty-five percent (25%) of all such costs and expenses incurred by Declarant in performing the duties of the Master Association hereunder.

9.6 General Powers and Authority of the Master Association

The Master Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Amended and Restated Master Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Amended and Restated Master Declaration. The Master Association is specifically authorized and empowered to work with the Collection Agent in the exercise of its power as set forth in this Amended and Restated Master Declaration regarding the levy and collection of Assessments. Without in any way limiting the generality of the two preceding sentences, the Master Association shall have the power and authority at all times:

9.6.1 Assessments. To levy and cause to be collected by the Collection Agent Assessments as provided in Articles 11 and 15 below. In connection therewith, the Master Association shall have the right to retain and pay for the services of the Collection Agent to assist the Master Association in the collection of such Assessments.

9.6.2 Right of Entry and Enforcement. To enter onto any Parcel or Common Area, for the purpose of enforcing, by peaceful means, this Amended and Restated Master Declaration, or for the purpose of maintaining or repairing any area, improvement or other facility to conform to this Amended and Restated Master Declaration. The Master Association shall also have the power and authority from time to time, in its own name and on its own behalf, or in the name of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Amended and Restated Master Declaration.

- 9.6.3 Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Master Association, including its property, to the extent deemed advisable by the Master Association Board. Additional personnel may be employed directly by the Master Association or may be furnished by the Manager. To the extent permitted by law, the Master Association and the Master Association Board may delegate any of their duties, powers and functions to the Manager. The Owners hereby release the Master Association and the members of the Master Association Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.
- 9.6.4 Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Master Association, the operation and management of its property, the enforcement of Summit Rock Restrictions, or the Master Association Rules, or in the performance of any other duty, right, power, or authority of the Master Association.
- 9.6.5 Utility Services. To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities, services and maintenance for the Master Association Property.
- 9.6.6 Other Areas. To maintain and repair, or cause to be maintained and repaired, easements, roads, roadways, rights-of-way, gates, parks, parkways, median strips, paths, trails, ponds, lakes, and other areas owned by or leased to the Master Association.
- 9.6.7 Recreational Facilities. To own and operate pools, tennis courts, community centers or community fitness facilities on Master Association Property; provided, any food or beverage services at any such facilities shall be on a non-commercial basis and for the use and benefit only of Members, Residents and other occupants of Parcels and, or, Units, and their guests and invitees.
- 9.6.8 Other Services and Master Property. To obtain and pay for any other property and services, including but not limited to, fire protection, security, street lighting and emergency medical services, and to pay any other taxes or assessments which the Master Association or the Master Association Board is required to secure or to pay for, pursuant to Applicable Law, the terms of this Amended and Restated Master Declaration, or the Formation Certificate or By-Laws of the Master Association.
- 9.6.9 Construction on Master Association Property. To construct new Improvements as in this Amended and Restated Master Declaration required.
- 9.6.10 Contracts. To enter into contracts with Declarant or HB Resort Amenities Owner and with Subdivision Associations and Major Developers, and other Persons on such terms and provisions as the Master Association Board shall deem necessary, proper or appropriate.
- 9.6.11 Permits. To obtain and hold any and all types of permits and licenses, and to operate any type of commercial enterprise, subject as herein provided.
- 9.6.12 Ownership of Property. To acquire and own all manner of real and personal property, whether by grant, lease, gift, or otherwise and to sell or dispose of real property owned by the Master Association, provided, however, that no Master Association Property shall be sold without the prior written approval of (A) the affirmative vote of two-thirds (2/3) of the Members in attendance at a Special Meeting of the Members called to approve such disposition, (B) Declarant during the Development Period and (C) HB Resort Amenities Owner as to any sale or disposition of any Master Association Property Abutting the Summit Rock Golf Course or the Future Amenities Parcel (if owned by, or under purchase contract in favor of, HB Resort Amenities Owner). Further, the Master Association shall not dispose, convey, transfer or encumber any road, street or right-of-way located within the Master Property except for conveyances to the City of Horseshoe Bay, Texas provided that the Master Association has obtained the prior written permission of the Declarant and HB Resort Amenities Owner to such conveyance.
- 9.6.13 Subsidiaries. To create a subsidiary or other Association, to perform the rights, powers, duties, obligations, or functions which might prevent the obtaining of a tax exemption, if it shall ever be ruled or

held that an exemption under the Internal Revenue Code is unavailable to the Master Association by the Amended and Restated Master Declaration; or alternatively, the Master Association may retain the rights, powers, duties, obligations, or functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers, duties, obligations, and functions to such subsidiary or other Association.

9.6.14 Exterior Maintenance. To enter on any Parcel, whether improved or unimproved, and to repair, maintain, cleanup and restore such Parcel and/or the exterior of any Structure or other Improvements erected thereon, in the event any Owner of any Parcel within the Master Property shall fail to maintain the Unit or the Improvements situated thereon in a manner satisfactory to the Master Association. No such entry, repair, maintenance, or other action shall be taken pursuant to this Section 9.6.14 until approval has been gained by a two-thirds (2/3) vote of the Master Association Board. Any costs or expenses incurred in connection with such exterior maintenance or cleanup of any Parcel shall be added to and become a part of the Assessment to which such Parcel is subject. The Master Association Board shall be authorized to add all such costs to the next regular billing of Assessments for such Parcel.

9.6.15 Diseased Trees. To enter upon any Parcel at any time to inspect for, prevent and control diseased trees and other plant life and insect infestation of trees and other plant life. If any diseased or insect-infested trees or other plant life are found, the Master Association may spray, remove diseased trees and other plant life, and take such other remedial measures as it deems expedient. The cost thereof applicable to such Parcel may be levied by the Master Association as an Assessment against such Parcel.

9.7 Indemnification

9.7.1 Third Party Actions. The Master Association may indemnify any Person who was or is a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Master Association) by reason of the fact that he is or was a director, officer, employee, servant or agent of the Master Association, against expenses (including attorneys' fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Master Association Board, or a court, that he (i) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Master Association, or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Master Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

9.7.2 Derivative Actions. The Master Association may indemnify any Person who was or is a party to any threatened, pending or completed action, suit or proceeding brought by or in the right of the Master Association by reason of the fact that such party is or was a director, officer, employee, servant or agent of the Master Association, against expenses (including attorneys' fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action, proceeding or suit if it is found or determined that he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Master Association. No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Master Association unless (and only to the extent) the court in which such action, proceeding or suit was brought shall determine that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity.

9.7.3 Determination. An indemnification which the Master Association has elected to provide under Sections 9.7.1 and 9.7.2 above (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the officer, director, employee, servant or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 9.7.1 and 9.7.2 above. Such determination shall be made (a) by the Master Association

Board by a majority vote of directors who were not parties to such action, suit or proceeding; or (b) if obtainable, by independent legal counsel in a written opinion; provided, however, that if a director, officer, employee, servant or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 9.7.2 or 9.7.3, or in defense of any claim, issue or matter therein, then to the extent that the Master Association has elected to provide indemnification, he shall automatically be indemnified against expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by him in connection therewith without the necessity of any such determination that he has met the applicable standard of conduct set forth in Sections 9.7.1 and 9.7.2 above.

- 9.7.4 Payment in Advance. Enforcement Costs incurred in defending a civil or criminal action, suit or proceeding may, in the discretion of the Master Association Board, be paid by the Master Association in advance of the final disposition of such action, suit or proceeding as authorized by the Master Association Board as provided in Section 9.7.3 upon receipt of an undertaking by or on behalf of the director, officer, employee, servant or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Section 9.7.
- 9.7.5 Insurance. The Master Association Board may purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee, servant or agent of the Master Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability hereunder or otherwise.
- 9.7.6 Other Coverage. The indemnification provided by this Section shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under this Amended and Restated Master Declaration, Texas law, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and may continue as to a person who has ceased to be a director, officer, employee, servant or agent and may inure to the benefit of the heirs and personal representatives of such a person.

10 PROPERTY OF THE ASSOCIATION

10.1 Use.

Each Owner of a Parcel, any Residents of a Dwelling Unit, each occupant of a Commercial Unit, and each lessee of a Parcel or Unit, shall be entitled to use the Master Association Property subject to:

- 10.1.1 The provisions of this Amended and Restated Master Declaration and the Master Association Rules, and each Person who uses any property of the Master Association, in using the same, shall be deemed to have agreed to comply therewith;
- 10.1.2 The right of the Master Association to charge reasonable dues and use fees;
- 10.1.3 The right of the Master Association to suspend the rights to the use of any Master Association Property by any Member, Resident or lessee and their respective families, guests and invitees for any period during which such Member is not in good standing;
- 10.1.4 The right of the Master Association to require that security deposits be made and kept with the Master Association to secure all sums, and to guarantee performance of all duties, due and owing or to become due and owing to the Master Association;
- 10.1.5 Such rights to use Master Association Property as may have been granted by the Master Association or prior Owners of property of the Master Association to others; and

- 10.1.6 Such covenants, conditions, and restrictions as may have been imposed by the Master Association or prior Owners on Master Association Property.

10.2 Damages

Each Master Association Member, Resident or occupant of a Parcel or Unit and any lessee thereof shall be liable to the Master Association for any damage to the Master Association Property which may be sustained by reason of the negligent or intentional misconduct of such Person. If any Parcel or Unit is owned or leased jointly or in common, the liability of all such joint or common Owners or lessees shall be joint and several. The amount of such damage may be assessed against such person's real and personal property on or within the Master Property, including the leasehold estate of any lessee, and may be collected as provided in Article 11 below, for the collection of Assessments.

10.3 Damage and Destruction

In the case of destruction of or damage to Master Association Property by fire or other casualty:

- 10.3.1 Reconstruction -Minor. If the cost of repairing or rebuilding does not exceed the sum of One Hundred Thousand and No/100 Dollars (\$100,000) of the amount of the available insurance proceeds, such insurance proceeds shall be paid to the Master Association, which shall contract to repair or rebuild the Master Association Property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Master Association may levy a Special Assessment to make good any deficiency.

- 10.3.2 Reconstruction -Major. If the cost of repairing or rebuilding exceeds One Hundred Thousand Dollars (\$100,000) of the amount of available insurance proceeds then:

(a) The insurance proceeds shall be paid to the Master Association, to be held in separate trust for the benefit of the Members, as their respective interests shall appear. The Master Association may, on behalf of the Members, enter into an agreement with a bank or other corporate trustee upon such terms as the Master Association Board may approve consistent herewith, for the purpose of receiving, holding or disbursing such proceeds.

(b) The Master Association shall obtain firm bids from two (2) of more responsible contractors to repair or rebuild any or all portions of the damaged property and shall call a special meeting of the Members to consider such bids. At such special meeting, the Members may, by three-fourths (3/4) majority of the votes cast at such meeting elect to reject such bids and not rebuild. Failure to reject such bids shall be deemed acceptance of such bid as may be selected by the Master Association Board. If a bid is accepted, the Master Association may levy Special Assessments on the Members to make up any deficiency between the total insurance proceeds and the contract price of repairing or rebuilding the Master Association Property and such assessments and all insurance proceeds shall be paid to the Master Association Board to be used for such repairing or rebuilding. Such Assessments may be made due on such dates as the Master Association may designate. The Master Association may borrow money to pay the aforesaid deficiency and may secure such borrowing by an assignment of its right to collect such Assessments, by a pledge of or mortgage on any personal property owned by the Master Association or held by it in trust for the members, or on any other real property owned by the Master Association. If the members elect not to rebuild, the proceeds, after payment for demolition of damaged structures and clean-up of the premises, shall be retained by the Master Association for use in performing its functions under this Amended and Restated Master Declaration.

(c) If the Master Association Board determines not to rebuild any Master Association Property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the members to consider such decision. If the members, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Master Association Board shall act accordingly; but if the members do not by such percentage elect to ratify such decision, the Master Association

Board shall proceed to repair or rebuild the damaged or destroyed facility pursuant to Paragraph (a) or (b), as the case may be of this Section 10.3.2.

10.4 Transfer of Common Areas to Master Association

Declarant will transfer and convey to the Master Association all Common Areas within any developed phase within the Master Property upon completion of all development in such phase by Declarant. For purposes of this Section 10.4, the development of any phase shall be considered complete when the utilities have been installed, all streets paved and all landscaping or development of Common Areas, if any, has been fully accomplished.

10.5 Reservations by Declarant

Declarant reserves all rights in and to the Common Areas not specifically assigned hereby.

11 ASSESSMENTS AND ASSESSMENT LIENS

11.1 Lien and Personal Obligation for Assessments

Each Owner of any Parcel or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Collection Agent, as agent for the Master Association and HB Resort Amenities Owner (a) Base Maintenance Fees, (b) Special Assessments, and (c) Individual Assessments, such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs and reasonable attorneys' fees, shall to the full extent permitted by law, be a charge on and the payment thereof shall be secured by a continuing lien upon the real property against which each such Assessment is made. Each such Assessment, together with interest and Enforcement Costs shall also be the personal obligation of the Person who was the Owner of such property at the time when the Assessment fell due.

11.2 Property Subject to Base Maintenance Fees and Assessments

11.2.1 The following portions of the Master Property will be subject to the Base Maintenance Fee and other Assessments:

(i) Each Parcel upon which a Unit has not been constructed and each Unit, except those owned by Declarant, HB Resort Amenities Owner, or their respective successors and/or assigns, shall be subject to a Base Maintenance Fee and/or other Assessments levied by the Master Association as herein provided. If more than one Unit is located upon any Parcel, then each Unit located on such Parcel shall be subject to the amount of any Base Maintenance Fees and other Assessments as set forth herein below.

(ii) Parcels, Commercial Units or Dwelling Units thereon, fee title to which is vested in Declarant or HB Resort Amenities Owner, subject to valid contracts for deed regardless of the amount paid toward the purchase price thereof.

(iii) In the case of a Structure containing more than a single Unit, the Base Maintenance Fee and any other Assessment shall constitute a charge and lien against the Structure and the applicable land based on the number of Units thereon, and each Unit shall be subject to the Base Maintenance Fee and any other Assessment; provided in the case of a Structure containing more than a single Dwelling Unit which constitutes a condominium under the Texas Condominium Law, the Base Maintenance Fee and other Assessments shall constitute a charge and lien against each condominium unit and its interest in the general and limited common elements of the condominium.

All Parcels and Units subject to Base Maintenance Fees and other Assessments are sometimes referred to as Assessable Property.

11.3 Exemption from Maintenance Fees and Assessments

The following portions of the Master Property are not be subject to Base Maintenance Fees or Assessments and are excluded from Assessable Property: (a) Parcels, Commercial Units or Dwelling Units thereon fee title to which is vested in Declarant (b) Parcels, the Golf Course Property, any hotel or branded lodging constructed on the Future Amenities Parcel or Dwelling Unit owned by Declarant or HB Resort Amenities Owner not subject to a contract for deed; (c) any portion of the Master Property fee title to which is vested in the Master Association; (d) the Summit Rock Golf Course; (e) any part of the Master Property dedicated to and accepted by a governmental body, agency, or authority, or owned by any charitable or non-profit organization exempt from ad valorem taxes under the laws of the State of Texas; and (f) any part of the Master Property conveyed to a Major Developer as designated by Declarant until the commencement date for Base Maintenance Fees and Assessments as set forth in Section 11.5.1 (iii) below.

11.3.1 In the event Declarant or HB Resort Amenities Owner as Owner of fee title to any Parcel or Unit thereon, cancels a contract of sale as to such Parcel or Unit thereon, or forecloses upon same or purchases same at any judicial sale, then such Parcel or Unit thereon shall be vested in Declarant or HB Resort Amenities Owner, free and clear of any lien or charge for any Base Maintenance Fees or other Assessments whether due or past due, and in no event shall Declarant or HB Resort Amenities Owner, or any purchaser from Declarant or HB Resort Amenities Owner ever have any liability for any such unpaid Assessments owed at the time of such contract termination, foreclosure, or judicial sale, regardless of the amount thereof or the number of years for which they are unpaid. Declarant or HB Resort Amenities Owner shall never be deemed liable for any Base Maintenance Fee or other Assessment whether due or past due in the event of cancellation of a contract for deed.

11.3.2 For purposes of this Section 11.3, fee title to a Parcel or Unit thereon shall be deemed to be vested in Declarant or HB Resort Amenities Owner, as applicable, notwithstanding that title to such Parcel or Unit is subject to a Mortgage, mineral reservation, easement, restriction or other covenant.

11.3.3 No Base Maintenance Fees or Assessments shall be levied against platted, unsold Parcels, or any other property, whether or not platted or otherwise improved, held or owned by Declarant or HB Resort Amenities Owner. All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said Base Maintenance Fees and Assessments.

11.4 Personal Liabilities

Each Owner shall be personally liable for Assessments and the same shall become a lien against each Parcel and all Improvements thereon, each Commercial Unit or Dwelling Unit, and land upon which the same is situated. The Master Association may enforce payment of such Assessments in accordance with the provisions of this Article.

11.5 Commencement of Maintenance Fees and Assessments

11.5.1 All Assessable Property shall be subject to Assessments upon the first to occur of the following events:

(i) Parcels or Dwelling Units sold or conveyed by Declarant and classified R-1-Estate or R-1-Villa shall be subject to the Base Maintenance Fees and other Assessments commencing January 1st, the year after the conveyance thereof unless otherwise directed by Declarant or unless said conveyance is to a Major Developer designated by Declarant in which event the Maintenance Fees and Assessment shall commence as set forth in this Section 17.8.1(ii) below.

(ii) Parcels sold or conveyed by Declarant and classified as R-2-Villas, R-4-Multi-Family Residential, C-2-Commercial Land or Fly-in Community and Fly-in Business Park unless otherwise directed by Declarant shall be subject to the Base Maintenance Fees and other Assessments commencing on the first to occur of the following: (1) January 1st, the year after Declarant's conveyance of such Parcel or Unit to a third party for the purpose of constructing a Unit thereon; or (2) January 1st, the year after completion of construction on any such Parcel of a Unit as determined by the Design Review Committee in its sole discretion; or, (3) January 1st, the year after recordation of a final Plat on a Parcel and completion of roads and streets within the area platted.

(iii) Lots, or Tracts sold or conveyed by Declarant to a Major Developer designated by Declarant shall be subject to Base Maintenance Fees and other Assessments commencing January 1st, the year after the first to occur of the following: (1) January 1st, the year after Major Developer's conveyance of a Lot or Tract to a third party for the purposes of constructing a Dwelling or Commercial Unit thereon; or (2) January 1st, the year after completion of construction on any Lot or Tract of a Commercial or Dwelling Unit as determined by the Design Review Committee in its sole discretion; or (3) January 1st, the year after recordation of a final Plat on a Tract and completion of roads and streets within the area platted.

11.6 Base Maintenance Fees

Each unimproved Parcel, Dwelling Unit and Commercial Unit that constitutes Assessable Property shall be subject to an annual Base Maintenance Fee, as hereinafter provided, payable January 1st, in advance each year, once Assessments commence on such Assessable Property as provided in Section 11.7 hereof.

11.6.1 For each undeveloped Parcel or Dwelling Unit, the dollar amount of the annual Base Maintenance Fee for the calendar year 2012 shall be One Thousand Six Hundred Twenty Six and No/100 Dollars (\$1,626.00). If more than one Dwelling Unit is located upon any Lot, then each Dwelling Unit is subject to a Base Maintenance Fee. Commercial Units shall be subject to Base Maintenance Fee based on the number of square feet of air conditioning and/or heated space contained within such Commercial Unit. The Base Maintenance Fee as to Commercial Units shall be \$100.00 for each 1,000 square feet of air conditioned and/or heated space or fraction thereof contained within such Commercial Unit. Commencing on January 1, 2012, and on January 1st of each and every consecutive calendar year thereafter the dollar amount of the Base Maintenance Fee shall be increased or decreased automatically if and to the extent of the Annual Inflation Adjustment; provided, however, that in no event shall the Base Maintenance Fee ever be decreased below the amount set forth in Section 11.8.1 for the calendar year 2012.

11.7 Special Assessments

The Master Association may establish a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements located upon Common Areas, including the necessary fixtures and personal property related thereto, or to cover any budget shortfall, provided that any such Assessment shall have the assent of two thirds (2/3) in number of the Members of the Master Association, voting in person or by proxy, in attendance at a meeting duly called for such purpose. Written notice of any such meeting shall be given to all Members of the Master Association in the manner provided for in the By-Laws of the Master Association at least thirty (30) days in advance and shall set forth the purpose of the meeting. A Special Assessment may be made applicable for up to a total of five (5) calendar years, one of which shall be the calendar year in which the Special Assessment is established. The Special Assessment shall be uniform as to all Assessable Property. In the event that a special meeting is called by a Person or Persons other than the Master Association Board or Declarant for the purpose of approving a Special Assessment, and the vote for such Special Assessment fails, no vote for a Special Assessment for the purpose stated as to such failed Special Assessment shall be held for a period of two years after such failed vote.

11.8 Individual Assessment

The Master Association Board may levy an Individual Assessment against any Owner and that Owner's Parcel or Unit in order to cover costs incurred by the Master Association due to that Owner's failure to maintain that Owner's Parcel or Unit pursuant to the standards set forth in this Declaration, or to reimburse the Master Association for loss or damage to the Master Association or to any Common Areas caused by that Owner or his tenant, Resident, contractor, invitee or guest, and not covered by insurance, or for any other purpose expressly authorized by this Declaration.

11.9 Collection of Base Maintenance Fees and Assessments

11.9.1 Subject to Section 11.11.4 below, the right and authority to collect and distribute the Base Maintenance Fees and other Assessments is reserved by and unto the Collection Agent, as agent for the Master Association and the HB Resort Amenities Owner.

11.9.2 Collection Agent, as agent for the Master Association and the HB Resort Amenities Owner, shall collect and enforce payment of all Base Maintenance Fees established pursuant to the Amended and Restated Master Declaration. The Collection Agent shall not have the power or authority to reduce or increase the Base Maintenance Fee provided for in this Amended and Restated Master Declaration other than the adjustment to the Base Maintenance Fee as allowed in Section 11.6.2. The Base Maintenance Fees so collected, after expenses, shall be placed in the Master Association Fund and Amenity Owner's Fund as provided in Section 11.10.5 hereof.

11.9.3 All Base Maintenance Fees collected by the Collection Agent shall be allocated between two (2) separate and distinct funds (collectively called "Funds" and singularly called "Fund") to be known as the "Master Association Fund" and the "Amenity Owner's Fund."

After payment of current expenses of collection and funding of an expense reserve account in an amount as reasonably determined to be sufficient by the Collection Agent, the Collection Agent shall distribute no less often than monthly all Base Maintenance Fees collected in accordance with the following percentage allocation:

(a) Forty-five percent (45%) shall be allocated to the Master Association Fund, which amount shall be paid to the Master Association to be used by the Master Association in accordance with the restrictions stated in this Amended and Restated Master Declaration and not otherwise;

(b) Fifty-five percent (55%) shall be allocated to the Amenity Owner's Fund, which amount shall be paid to the HB Resort Amenities Owner to be used by the HB Resort Amenities Owner in accordance with the restrictions stated in this Amended and Restated Master Declaration and not otherwise; and

11.9.4 The Collection Agent, as agent for the Master Association, shall also collect all other Assessments, including Special Assessments and Individual Assessments approved by the Master Association. All such Assessments so collected, after payment of collection expenses, shall be placed in the Master Association Fund.

11.10 Master Association Fund

The proceeds of the Master Association Fund shall be deposited in one or more accounts to be maintained and used by the Master Association to pay Common Expenses. It is the duty and obligation of the Master Association to expend the Master Association Fund in the performance of its obligations under the Governing Documents.

11.10.1 During the Development Period, on or before 120 days after the end of the each calendar year, the Master Association shall furnish an annual operations statement to Declarant and HB Resort Amenities Owner relative to the Master Association Fund and expenses for the prior calendar year.

11.10.2 The Master Association shall maintain separate books, records and accounts with respect to the Master Association Fund. Said books, records and accounts shall be available to Declarant and its representatives and to each Member at reasonable times during normal business hours. Upon request of Declarant, the Master Association shall cause said books, records and accounts to be audited annually at the expense of the party requesting such audit; provided that in the event the audit reflects a material irregularity of five percent or more of the expenses and/or income report by the Master Association, the Master Association shall pay for the audit.

11.11 Amenity Owner's Fund

11.11.1 Promptly upon receipt thereof, and so long as HB Resort Amenities Owner shall maintain and operate or cause to be maintained and operated at least one (1) 18-hole golf course on the HB Resort Amenities Property, the Amenity Owner's Fund shall pay the proceeds of Amenity Owner's Fund to the HB Resort Amenities Owner, which proceeds may be used by the HB Resort Amenities Owner in the manner set forth in the Amenities Use Agreement. In the event that the HB Resort Amenities Owner should no longer maintain and operate at least one 18-hole golf course on the HB Resort Amenities Property, the Collection Agent shall pay over the Amenity Owner's Fund to the Master Association, to be used in payment of the Common Expenses.

11.12 Lien to Secure Maintenance Fees and Assessments

11.12.1 The obligation to pay the Base Maintenance Fee and other Assessments, whether or not it shall be so expressed in any contract, deed or conveyance, shall be a charge and lien on each Assessable Property levied with such Assessment and shall be a continuing lien on each such Assessable Property, but it is expressly provided such lien shall in all respects be subordinate and inferior to any and all liens previously or subsequently voluntarily placed on said Parcels or Units thereon, provided any foreclosure of said voluntary liens by judicial or non-judicial foreclosure shall be expressly subject to the liens securing the Base Maintenance Fees and other Assessments, and provided further, that such judicial or non-judicial foreclosure shall never extinguish or be deemed to extinguish the lien securing any Assessment which if any then be due or may become due thereafter. Each such Assessment, together with such lawful interest, if any, as may accrue unpaid thereon and the cost of collection thereof, including attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Assessable Property at the time the Assessment becomes due (i.e., January 1 of each calendar year).

11.13 General Limitation

In addition and without limitation of the foregoing, the collection, enforcement and use of Base Maintenance Fees or other Assessments shall never be determined to impose any duty or obligation on Declarant, HB Resort Amenities Owner, the Master Association or the Collection Agent to perform beyond use of the proceeds of such Base Maintenance Fees or other Assessments to which each is entitled and which is on hand and available for such use after allowing for reasonably anticipated future expenses of like nature and contingencies.

11.14 Nonpayment: Liens, Remedies of the Association

Any Assessment not paid within thirty (30) days after the due date shall be deemed in default. The amount of any such Assessment, plus interest on such Assessment at such lawful rate as the Master Association Board may designate from time to time, and the Enforcement Costs, shall be a lien upon such Parcel or Unit located thereon, as the case may be. Such lien shall be prior to any declaration of homestead. The Collection Agent, on behalf of the Master Association and/or HB Resort Amenities Owner, may either (a) bring an action at law against the Owner personally obligated to pay the same, or (b) foreclose said lien against the Parcel or Unit, or (c) both. No Owner may waive or otherwise escape liability for any fee or Assessment by nonuse of Master Association Property or any other Common Area or by the abandonment of any Parcel or Unit. A certificate executed and acknowledged by any two (2) members of the Master Association Board stating the indebtedness secured by such lien shall be conclusive upon the Master Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request and for a reasonable charge.

11.15 Mortgage Protection

Notwithstanding any other provision of this Amended and Restated Master Declaration, no lien created under this Article 11 or under any other Article of this Amended and Restated Master Declaration, nor any lien arising by reason of any breach of this Declaration, nor the enforcement of any provision of this Amended and Restated Master Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of any First Mortgagee under any Mortgage now or hereafter made in good faith and for value. However, after the foreclosure of any Mortgage held by a First Mortgagee or after conveyance in lieu of foreclosure, such Parcel or Unit shall remain subject to this Amended and Restated Master Declaration and the provisions hereof and shall thereafter be liable for all Assessments levied by the Master Association.

11.16 Effect of Amendments on Mortgages

No amendment of Article 11 of this Amended and Restated Master Declaration shall affect the rights of any beneficiary whose Mortgage has the first and senior priority as in Article 11 provided and who does not join in the amendment thereof, provided that such Mortgage is Recorded in the Applicable Official Records prior to the recordation of such amendment; provided however, that after foreclosure, or conveyance in lieu of foreclosure, the property which was subject to such Mortgage shall be subject to such amendment.

11.17 Subordination

The lien for Assessments provided for herein shall be subordinated to the Mortgage lien held by any First Mortgagee. Sale or transfer of any property subject to unpaid Assessments shall not affect the lien. However, the sale or transfer of any property subject to Assessments pursuant to foreclosure of a Mortgage, or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such property subject to Assessments from liability for any Assessments thereafter becoming due or from the lien thereof.

12 HB RESORT AMENITIES AND RESORT MEMBERSHIP

12.1 HB Resort Amenities Ownership

The HB Resort Amenities are privately owned and share no equity ownership with the Master Association or Owners of Parcels or Units within the Master Property. The HB Resort Amenities Property is private property owned by HB Resort Amenities Owner. Access onto HB Resort Amenities, including both land and Structures placed upon such HB Resort Amenities Property, is limited per the rules and policies of HB Resort Amenities Owner as owner of the HB Resort. Ownership of a Parcel or Unit grants no rights of access onto any part of the HB Resort Amenities. Any Person applying for membership to the HB Resort who is granted usage privileges to HB Resort Amenities does not receive or obtain, directly or indirectly, any ownership or control of the HB Resort Amenities.

12.2 Rights Reserved by HB Resort Amenities Owner

The HB Resort Amenities Owner solely has the right to sell, lease, convey, rent, mortgage, pledge, assign, transfer, restrict, dedicate, encumber, demolish, restore, rebuild, reconstruct, rehabilitate, terminate or otherwise deal with all or any portion of the HB Resort Amenities without restriction or restraint of any kind or character. HB Resort Amenities Owner shall be under no obligation to operate or maintain all or any portion of the HB Resort Amenities. Without limitation, HB Resort Amenities Owner may, but shall never, be deemed obligated to do any or all of the following at any time and from time to time: maintain and operate the HB Resort Amenities or any of them and/or sell, convey, lease, assign, mortgage, pledge, restrict, dedicate to the public or otherwise dispose of any or encumber any of the HB Resort Amenities Property or any part thereof and/or any of HB Resort Amenities Owner's right, title or interest therein.

12.3 Summit Rock Golf Course

The Summit Rock Golf Course and related facilities have been proposed to be constructed on the Golf Course Property located within the Master Property. This Declaration shall never be deemed to obligate Declarant or HB Resort Amenities Owner to operate the same, all of which shall be in the sole discretion of the HB Resort Amenities Owner.

12.4 Operation of HB Resort Amenities

The HB Resort Amenities Owner has the right to operate and control the HB Resort Amenities as seen fit in the exercise of its sole and absolute discretion including, but not limited to, access, hours of operation, level of service, services offered and HB Resort Amenities usage. HB Resort Amenities Owner is not required to operate the HB Resort Amenities or any portion thereof as a public facility and the HB Resort Amenities Owner may restrict access to the HB Resort Amenities to Resort Members in good standing. HB Resort Amenities Owner may, without restriction, create such classes of Resort membership in the HB Resort, including temporary memberships extended to guests staying in lodging owned, operated and/or managed by HB Resort Amenities Owner, and/or Horseshoe Bay Resort and Conference Center, Inc., or any affiliate company without restriction; provided however, that as to usage of the Summit Rock Golf Course, except for VIP events, such temporary members shall have no usage rights as to such golf course in preference over Resort Members who have usage rights to the Summit Rock Golf Course. HB Resort Amenities Owner may impose and collect such fees and charges for the use of the HB Resort Amenities or any part thereof as HB Resort Amenities Owner determines to be appropriate in the exercise of its sole and absolute discretion without limitation. All monies so collected are the sole property of the HB Resort Amenities Owner and may be used, expended, distributed, transferred, loaned, given, paid or disposed of in the exercise of the sole and absolute discretion of the HB Resort Amenities Owner without limitation. HB Resort Amenities Owner may, in its sole discretion, restrict the total number and classification of members of the HB Resort, so long as one membership classification is available to each Parcel or Unit entitled to an Initiation Waiver as described in Section 12.6 below.

It is the intent of HB Resort Amenities Owner to limit its rules and regulations to the minimum required for mutual enjoyment of the HB Resort Amenities by all its members and approved guests. The obligation of periodically enforcing these rules, as determined by the officers and directors of HB Resort Amenities Owner are placed in the hands of a carefully selected and trained staff whose responsibility is to assure members and guests of all entitled courtesies, comforts and services. It is furthermore the duty of each Resort Member to know the rules associated with membership privileges and to cooperate with the officers, directors, management and staff in the enforcement thereof.

12.5 Rights of Owners of Parcels and Units to Access to and Use of the HB Resort Amenities

The Owner of a Parcel or Unit within the Master Property has no rights with respect to the HB Resort Amenities except and only as set forth in this Article 12. Without limiting the foregoing, the Owner of a Parcel or Unit has no equitable rights, the licenses, servitude, easements, rights of use or access or other rights with respect to the HB Resort Amenities except and only as specifically granted in this Article 12 and not otherwise. No Owner of a Parcel or Unit has a right to be a Resort Member, whether operated presently or in the future by any affiliated company and admission to and continuation of Resort membership shall in all events be within the sole and absolute discretion of the HB Resort Amenities Owner. Admission as a Resort Member does not create in the Resort Member, any property interest or right of any kind or character, either vested or contingent, with respect to HB Resort Amenities or any other amenities owned by HB Resort Amenities Owner. Resort membership provides only the privilege of payment of fees for the HB Resort Amenities while Resort Members are in good standing.

12.6 HB Resort Membership, Initiation Fees, Elevation Fees, and Assessments

12.6.1 Usage of HB Resort Amenities is based solely upon Resort membership application and approval of application for membership by HB Resort Amenities Owner. Each Owner of a Parcel or Unit who desires Resort membership to use the HB Resort Amenities must apply for membership to the HB Resort Amenities Owner. All applications shall be handled on a non-discriminatory basis and shall be considered in accordance with the same criteria for membership as applications for membership submitted by owners

of property located within other parts of the Horseshoe Bay community. Nothing contained in this Declaration shall inure or guarantee in any way, directly or indirectly, that an Owner of a Parcel or Unit will be accepted for membership to the HB Resort. All invitations for membership in the HB Resort shall be extended at the sole and complete discretion of HB Resort Amenities Owner. Nothing contained in this Declaration shall inure or guarantee in any way, directly or indirectly, that an Owner of a Parcel or Unit will be accepted for an Elevated Membership to the HB Resort Summit Rock Course. All invitations for membership and elevation status in the HB Resort shall be extended at the sole and complete discretion of Hb Resort Amenities Owner.

- 12.6.2 In the event that the HB Resort Amenities Owner, or any successor thereto, extends an invitation to HB Resort membership in the HB Resort Amenities to any Owner of a Parcel or Unit thereon, HB Resort Amenities Owner or any successor thereto shall have the right to charge an Initiation Fee in such amount as determined by the HB Resort Amenities Owner in the exercise of its sole discretion, and HB Resort Amenities Owner may impose such monthly and other periodic dues, upgrade fees, elevation fees, assessments and other fees and charges upon the Resort Members in HB Resort Amenities as are deemed appropriate by HB Resort Amenities Owner in the exercise of its sole discretion. Notwithstanding the foregoing, HB Resort Amenities Owner has agreed in accordance with the terms of the Amenities Use Agreement to waive its Initiation Fee as to each Owner of a Parcel or Unit within the Master Property (excluding any Parcel or Unit located on any Additional Property added to the Master Property in accordance with Section 3.2 hereof or any lands withdrawn from the Master Property in accordance with Section 3.3 hereof) so long as an Initiation Fee Terminating Event has not occurred as to as such Parcel or Unit. Such waiver of the Initiation Fee shall apply to all classes of membership existing as of the Effective Date, including without limitation, any elevated membership class created in order to use the Summit Rock Golf Course.
- 12.6.3 For purposes hereof, an Initiation Fee Terminating Event shall mean the first to occur of any of the following:
- 12.6.3.1 Any event by which the ownership of a Parcel or Unit changes hands to a Third Owner. For the purpose of determining the number of Owners of a Parcel or Unit in this paragraph (a), neither the Declarant, HB Resort Amenities Owner or any builder licensed in the state of Texas who acquires a Parcel for resale shall be classified as an Owner. Any transfer by a contract for deed, deed, or other conveyance which conveys equitable or actual title shall be considered an event whereby the ownership of a Parcel or Unit is changing hands.
- 12.6.3.2 The sale of a Parcel or Unit at a foreclosure sale or any type of deed in lieu of foreclosure executed by the Owner thereof, other than a foreclosure sale by Declarant and, or, HB Resort Amenities Owner;
- 12.6.3.3 The sale of a Parcel or Unit at a judicial tax sale, unless the purchaser at the judicial tax sale is the Declarant and, or, HB Resort Amenities Owner;
- 12.6.3.4 The failure of any Owner to adhere to the Restrictions, this Amended and Restated Master Declaration, the Master Association Rules and such failure has not been cured after applicable notice and opportunity to cure as provided in the Governing Documents or prior to a hearing therefor as provided in Article 15 of this Amended and Restated Master Declaration.
- 12.6.3.5 The failure of any Owner to adhere to the rules and regulation adopted by HB Resort Amenities Owner for usage of the HB Resort Amenities after applicable notice and opportunity to cure;
- 12.6.3.6 The failure of any Owner to pay his or its Base Maintenance Fee on or before within six (6) months of the date such Base Maintenance Fee is due and owing;
- 12.6.3.7 The failure of any Owner who is a Resort Member to pay all monies owed to HB Resort Amenities Owner relating to upgrade fees, dues, access and use fees, service charges, rentals and leases;

12.6.3.8 The withdrawal of such Parcel or Unit from the Master Property in accordance with Section 3.3 of this Amended and Restated Master Declaration;

12.6.3.9 December 31, 2015 only as to all Lots purchased prior to July 12, 2012; or

12.6.3.10 December 31, 2021.

The waiver of Initiation Fee set forth in this Section 12.6 shall not apply to any Parcel or Unit thereon located within any Additional Property added to the Master Property but instead shall apply only to Parcels or Units located within the lands described in Exhibit "A" hereto that have not been withdrawn in accordance with Section 3.3 of this Amended and Restated Master Declaration.

In the event HB Resort Amenities Owner should grant any privilege with respect to the HB Resort Amenities or any part thereof, one and only one family shall be entitled to the privilege of Owner with respect to each Parcel or Unit thereon. The term "individual" shall mean the Owner of said Parcel or Unit as well as the spouse and children under 19 years of age, natural or adopted, of the one individual Owner. In case there exists more than one individual Owner of said Parcel or Unit thereon, only one of said individual Owners shall be entitled to the privilege of Owner for purpose of this Article 12. In case the Owner of the Parcel or Unit thereon is a corporation, partnership, association or entity other than an individual, the family entitled to the applicable privilege with respect to the HB Resort Amenities shall be the one individual who is designated in writing by the Owner as the individual entitled to the applicable privilege. In the event that the Owner of the Parcel or Unit thereon is a combination of one or more individual Owners and/or entities other than individual Owners, only the family or one individual (who is an individual Owner or shareholder, partner or Owner of entity who is also an Owner and who is designated in writing by all Owners of the Parcel or Unit thereon) shall be the individual entitled to the applicable privilege. In case the Owner of the Parcel or Unit thereon is other than one individual, the Owner shall have the right, subject to the other terms hereof, to change the individual designated as being entitled to the applicable privilege provided such individual makes application and is approved for Resort membership. Said right to change the designation may not be exercised more often than once without the prior written consent of HB Resort Amenities Owner. For purpose of this subsection, privileges may be denied to all who assert the privilege until the dispute is resolved. Where designation is provided for herein, such designation shall be in writing, shall be in such form as HB Resort Amenities Owner shall require and shall be actually delivered to and receipted for by HB Resort Amenities Owner.

12.7 No Duty to Become a Resort Member

12.7.1 No owner of a Parcel, Dwelling Unit or Commercial Unit has any obligation to join the HB Resort or utilize the HB Resort Amenities.

13 AMENDMENTS

13.1 Amendments by the Owners

13.1.1 At any time after the end of the Development Period, this Amended and Restated Master Declaration may be amended in accordance with this provision. The Owners holding at least two-thirds (2/3) of the votes in the Master Association may change or amend any provision of this Amended and Restated Master Declaration (1) by executing a written Amendment in recordable form setting forth such Amendment, or (2) by causing a certified copy of a duly adopted resolution to be Recorded in the Applicable Official Records. A proposed Amendment may be initiated by the Declarant, the Master Association Board, or by petition signed by not less than ten percent (10%) of the Owners. If a proposed Amendment is to be adopted by vote, a written copy of the proposed Amendment shall be furnished to each Owner at least ten (10) days, but not more than ninety (90) days, prior to a duly called meeting of the Master Association to discuss the proposed Amendment. Owners representing two-thirds (2/3) of the total votes in the Master Association present in person or by proxy at the meeting is required for adoption, and the certificate shall contain a recitation that notice was given as above set forth and the recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely on the recitation in the certificate, which shall be Recorded in the Applicable Official Records; provided, however,

if such Amendment materially and adversely alters or changes any Owner's right to the use and enjoyment of his Parcel or Unit or the Master Association Property set forth in this Amended and Restated Master Declaration, or materially and adversely affects the marketability of title to any Parcel or Unit, such Amendment shall be valid only on the written consent thereto by a majority in number of the then existing Owners affected thereby. The Amendment shall be effective on the Recordation in the Applicable Official Records of the executed Amendment or the certified copy of the duly adopted resolution.

- 13.1.2 During the Development Period, no amendment shall be made to this Amended and Restated Master Declaration unless such amendment is first approved in writing by the Declarant.

13.2 Amendments by the Declarant

During the Development Period, the Declarant may amend this Amended and Restated Master Declaration by an Amendment in writing Recorded in the Applicable Official Records without the approval of the Master Association, any Owner, or any Mortgagee; provided, however, that, with the exception of the annexation of Additional Property to this Amended and Restated Master Declaration: (a) if such Amendment would materially and adversely affect the security, title, and interest of any Mortgagee, such Amendment shall be valid only on the written consent thereto of all such Mortgagees so affected; and (b) if such Amendment materially and adversely impacts the cost to a Major Developer to construct or sell Improvements, changes a Parcel's primary permitted use, materially and adversely impairs the Developer's right or ability to obtain utilities or access, or materially and adversely changes the density within a Major Developer's Parcel, such Amendment shall be valid only on the written consent thereto by the impacted Developer which consent shall not be unreasonably withheld. Any Amendment made pursuant to this Section 13.2 shall be certified by the Declarant as having been duly approved by the Declarant, and by such Owners and Mortgagees if required, and shall be effective on being Recorded in the Applicable Official Records, or at such later date as shall be specified in the Amendment itself. Each Owner, by acceptance of a conveyance to a Parcel or Unit, agrees to be bound by such Amendments as are permitted by this Section 13.2 and further agrees that, if requested to do so by the Declarant, such Owner will consent to the Amendment of this Amended and Restated Master Declaration or any other instruments relating to the Master Property (a) if such Amendment is necessary to bring any provision of this Amended and Restated Master Declaration or thereof into compliance or conformity with the provisions of any Applicable Law which shall be in conflict therewith, (b) if such Amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any of the Master Property, (c) if such Amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on any of the Master Property, or (d) if any such Amendment is necessary to enable any Governmental Authority or reputable private insurance company to insure mortgages on any of the Master Property.

14 DURATION AND TERMINATION.

The restrictions, covenants, easements and conditions of this Declaration shall run with the Master Property and shall be binding upon all Persons claiming under them until January 1, 2050. This Declaration may not be terminated prior to January 1, 2050, except by an instrument of termination which shall be in writing and which shall be executed and acknowledged by no less than ninety percent (90%) of the then Owners of fee title to the Master Property (excluding the Common Areas and any Parcels owned by a governmental or quasi-governmental entity), which instrument of termination must be Recorded in all Applicable Official Records. After January 1, 2050, and unless previously terminated in accordance with this Section, the restrictions, easements, covenants and conditions of this Declaration shall be automatically extended for successive periods of ten (10) years unless terminated by an instrument of termination which shall be in writing and which shall be executed and acknowledged by ninety percent (90%) of the then Owners of fee title to the Master Property (excluding the Common Areas and any Parcels owned by a governmental or quasi-governmental entity), which instrument of termination must be Recorded in all Applicable Official Records, and which instrument of termination shall not be effective until the end of the ten (10) year renewal period during which it is Recorded. This Section of the Declaration may not be amended.

15 ENFORCEMENT

15.1 Compliance by Owners

Every Owner and all tenants, guests and invitees of each Owner shall comply with the Governing Documents.

15.2 Enforcement

If any Owner, tenant, invitee, guest or other Person violates the Governing Documents, the Master Association shall be entitled to levy a fine pursuant to Section 15.3 below, and, in addition, Declarant, any Owner, HB Resort Amenities Owner, the Collection Agent or the Master Association shall be entitled to prosecute proceedings in any court of competent jurisdiction for any and all remedies and relief available at law and equity for the redress of such violation, including but not limited to recovery of damages and to enjoin the violation. In addition, whenever there is installed or constructed on any Parcel any Improvement, alteration or addition in violation of the Governing Documents, or any thing or condition exists on any Parcel in violation of the Governing Documents, Declarant or the Master Association (but not any other Owner) shall have the right, but not the obligation, to enter upon the Parcel where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such Parcel, which expense shall constitute an Individual Assessment, and such entry and abatement or removal shall not be deemed a trespass or make Declarant or the Master Association, or the directors, officers, employees, agents or contractors of either, liable for any damages or trespass on account thereof. The remedies recited in this Section shall be cumulative of all other legal and equitable remedies now or hereafter provided by law or the Governing Documents and all such remedies may be exercised and pursued singly, sequentially or in any combination. The failure of Declarant, the Master Association, or any Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation contained in the Governing Documents, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

15.3 Fines

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's Residents, tenants, licensees, invitees and guests to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

- 15.3.1 Notice. The Master Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Master Association Board at which time the Owner shall present reasons why a fine(s) should not be imposed. At least ten (10) days' notice of such meeting shall be given.
- 15.3.2 Hearing. The alleged non-compliance shall be presented to the Master Association Board after which the Master Association Board shall hear reasons why a fine(s) should not be imposed. A written decision of the Master Association Board shall be submitted to the Owner by not later than twenty-one (21) days after the Master Association Board meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.
- 15.3.3 Amounts. The Master Association Board (if its or such panel's findings are made against the Owner) may impose Individual Assessments against the Parcel owned by the Owner as follows:
- 15.3.3.1 For each violation, a fine not exceeding One Hundred Dollars (\$100.00).
- 15.3.3.2 For a violation or violations which are of a continuing nature after notice thereof (even if in the first instance), a fine not exceeding One Thousand Dollars (\$1,000.00).

- 15.3.4 Payment and Collection of Fines. Fines shall be treated as an Individual Assessment subject to the provisions for the collection of Individual Assessments, and the lien securing same, as set forth elsewhere in this Declaration.
- 15.3.5 Application of Proceeds. All moneys received from fines shall be allocated as directed by the Master Association Board.
- 15.3.6 Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner.

16 GENERAL PROVISIONS

16.1 Notices

Any notice permitted or required to be given by the Amended and Restated Master Declaration shall be in writing and may be delivered either in person or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to the person at the address given by such person to the Master Association for the purpose of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

16.2 Service Mark

16.2.1 Summit Rock Communities LLC

Summit Rock Communities LLC is exclusive owner and proprietor of the service marks (including typeset and logo) for "Summit Rock Communities LLC." Unless and until a written license agreement has been sought and obtained from Summit Rock Communities LLC, no person or entity may at any time use, depict, reproduce, infringe or copy the service mark.

16.2.2 Horseshoe Bay Resort

HB Resort Amenities Owner is the exclusive owner and proprietor of the service marks (including typeset and logo) for "Horseshoe Bay Resort" and "Summit Rock Golf Course." Unless and until a written license agreement has been sought and obtained from HB Resort Amenities Owner, no person or entity may at any time use, depict, reproduce, infringe or copy the service mark.

16.3 Severability

In the event that any of the provisions of this Amended and Restated Master Declaration conflict with any other provisions hereof and or with the applicable Plat, the more restrictive provisions shall govern.

In this connection, without limitation, Declarant shall have the right at its election to impose additional special conditions on any Parcel or Parcels which special conditions, if any, shall be set forth on the face of the Plat and or in a separate instrument filed at the same time and in connection with said Plat. Said additional special conditions shall be binding on the particular Parcel or Parcels covered thereby and shall be deemed to be part of the Conditions of this Amended and Restated Master Declaration.

If any paragraph, section, sentence, clause or phrase of the Conditions and covenants herein contained shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Amended and Restated Master Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said

remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases and or shall become or be illegal, null or void.

16.4 Construction

16.4.1 Restrictions Severable. The provisions of this Amended and Restated Master Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provisions.

16.4.2 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

16.4.3 Captions. All captions and titles used in this Amended and Restated Master Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof.

16.5 Interpretation

The provisions of this Amended and Restated Master Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of Summit Rock Communities and of promoting and effectuating the fundamental concepts of Summit Rock Communities as set forth in this Amended and Restated Master Declaration. This Amended and Restated Master Declaration shall be construed and governed under the laws of the State of Texas.

16.6 Effective Date

This Amended and Restated Master Declaration shall become effective upon its Recordation in the Applicable Official Records.

IN WITNESS WHEREOF, Declarant has executed this Amended and Restated Master Declaration on the day and year first above written.

Declarant:

SUMMIT ROCK COMMUNITIES, LLC,
a Texas limited liability company

BY: HORSESHOE BAY RESORT, LTD.,
a Texas limited partnership, its Manager

BY: HORSESHOE BAY RESORT ENTERPRISES,
LLC, a Texas limited liability company, its General
Partner

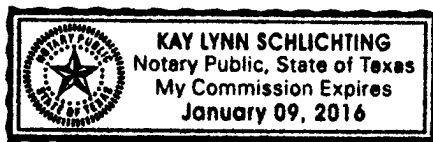
BY: 
RON LYNN MITCHELL, Its Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF LLANO

This instrument was acknowledged before me on the 16 day of July, 2012, by RON LYNN MITCHELL, Manager of HORSESHOE BAY RESORT ENTERPRISES, LLC, a Texas limited liability company, General Partner of HORSESHOE BAY RESORT, LTD., a Texas limited partnership, Manager of SUMMIT ROCK COMMUNITIES, LLC, a Texas limited liability company on behalf of the company.



Kay Lynn Schlichting
Notary Public, State of Texas

EXHIBIT A

TRACT I:

BEING 678.00 acres, more or less, in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "A-1" attached hereto.

TRACT II:

BEING 0.66 acre, more or less, out of the **A. MURCHISON SURVEY NO. 85, , ABSTRACT NO. 556**, Llano County, Texas, and being more fully described by metes and bounds in Exhibit "B-1" attached hereto.

TRACT III:

BEING 0.69 acre, more or less, out of the **A. MURCHISON SURVEY NO. 85, ABSTRACT NO. 556**, the **GEORGE BRATTON SURVEY NO. 83, ABSTRACT NO. 81**, and the **A. BACKUS SURVEY NO. 99, ABSTRACT NO. 1125**, in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "C" attached hereto.

TRACT IV:

BEING 0.43 acre, more or less, out of the **J. MCFARLAND SURVEY NO. 1005, ABSTRACT NO. 555** in Burnet County, Texas; and the **NICHOLAS MENDEZ SURVEY NO. 3, ABSTRACT NO. 506**, in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "D" attached hereto.

TRACT V:

BEING 0.36 acre, more or less, out of the **NICHOLAS MENDEZ SURVEY NO. 3, ABSTRACT NO. 506**, in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "E" attached hereto.

TRACT VI:

BEING 215.11 acres out of the **JOHN DARLIN SURVEY NO. 4, ABSTRACT NO. 170**, Llano County, Texas, and **JOHN DARLIN SURVEY NO. 4, ABSTRACT NO. 248**, Burnet County, Texas, and being more fully described in Exhibit "F" attached hereto.

TRACT VII:

BEING 225.35 acres out of the **NICHOLAS MENDEZ SURVEY NO. 3, ABSTRACT NO. 506**, and the **A. BACKUS SURVEY NO 99, ABSTRACT NO. 1125**, Llano County, Texas, and being more fully described in Exhibit "G" attached hereto.

TRACT VIII:

BEING 55.34 acres out of the **A. BACKUS SURVEY NO. 99, ABSTRACT NO. 1125**, Llano County, Texas, and being more fully described in Exhibit "H" attached hereto.

TRACT IX:

BEING the right to use three twenty-five (25') foot access and utility easements more fully described in easement agreement executed by Horseshoe Resort, Ltd., Grantor and HB TEXAS DEVELOPMENT PARTNERS, Grantee, filed for record in Volume 1390, Page 37, of the Official Public Records of Llano County, Texas, and Volume 1470, Page 957, of the Official Public Records of Burnet County, Texas, and Special Warranty Deed with Reservations of Easement executed by SW Ownership LLC, Grantor and Horseshoe Bay Resort, Ltd., Grantee, and being more fully described by metes and bounds in Exhibit "I" attached hereto.

TRACT X:

BEING 40.06 acres, more or less, out of the **ELIJAH G. MERCER SURVEY NO. 3, ABSTRACT NO. 562** and the **A. MURCHISON SURVEY NO. 85, ABSTRACT NO. 556** in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "J" attached hereto.

TRACT XI:

BEING 32.14 acres, more or less, out of the **ELIJAH G. MERCER SURVEY NO. 3, ABSTRACT NO. 562**, the **A. MURCHISON SURVEY NO. 85, ABSTRACT NO. 556** and the **ELIAS J. JONES SURVEY NO. 86, ABSTRACT NO. 1473** in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "K" attached hereto.

TRACT XII:

BEING 323.96 acres, more or less, out of the **A. MURCHISON SURVEY NO. 85, ABSTRACT NO. 556** and the **GEORGE BRATTON SURVEY NO. 83, ABSTRACT NO. 81**, in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "L" attached hereto.

TRACT XIII:

BEING 1.00 acre, more or less, out of the **A. MURCHISON SURVEY NO. 85, ABSTRACT NO. 556** and the **GEORGE BRATTON SURVEY NO. 83, ABSTRACT NO. 81**, in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "M" attached hereto.

TRACT XIV:

BEING 10.30 acres, more or less, consisting of 0.13 acre out of the **NICHOLAS MENDEZ SURVEY NO. 3, ABSTRACT NO. 506**, and 10.17 acres out of the **JOHN DARLIN SURVEY NO. 4, ABSTRACT NO. 170**, in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "N" attached hereto.

TRACT XV:

BEING 25.00 acres, more or less, consisting of 14.24 acres out of the **JOHN DARLIN SURVEY NO. 4, ABSTRACT NO. 248**, in Burnet County, Texas; and 10.76 acres out of the **JOHN DARLIN SURVEY NO. 4, ABSTRACT NO. 170**, in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "O" attached hereto.

TRACT XVI:

BEING the right to use a taxiway easement of 0.83 acre, more or less, out of the **NICHOLAS MENDEZ SURVEY NO. 3, ABSTRACT NO. 506**, more fully described by metes and bounds in Exhibit "P" attached hereto.

TRACT XVII:

BEING two portal easements out of the **MADISON PUTNAM SURVEY NO. 672, ABSTRACT NO. 587**, more fully described by metes and bounds in Exhibit "Q" attached hereto.

TRACT XVIII:

BEING the right to use a 0.97 acre, more or less, out of the **MADISON PUTNAM SURVEY NO. 672, ABSTRACT NO. 587**, in Llano County, Texas and being more fully described by metes and bounds in Exhibit "R" attached hereto, for golf course pond and irrigation easement.

TRACT XIX:

BEING the right to use a 0.28 acre, more or less, out of the **MADISON PUTNAM SURVEY NO. 672, ABSTRACT NO. 587**, in Llano County, Texas and being more fully described by metes and bounds in Exhibit "S" attached hereto, for golf course pond and irrigation easement.

TRACT XX:

BEING the right to use a 0.90 acre, more or less, out of the **MADISON PUTNAM SURVEY NO. 672, ABSTRACT NO. 587**, in Llano County, Texas and being more fully described by metes and bounds in Exhibit "T" attached hereto, for golf course pond and irrigation easement.

TRACT XXI:

BEING 8.57 acres, more or less, out of the **MADISON PUTNAM SURVEY NO. 67, ABSTRACT NO. 587**, in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "V" attached hereto.

TRACT XXII:

BEING 34.48 acres, more or less, out of the **MADISON PUTNAM SURVEY NO. 67, ABSTRACT NO. 587**, in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "W" attached hereto.

TRACT XXIII:

BEING all of **SKYWATER OVER HORSESHOE BAY PLAT NO. 1.1**, a subdivision in Llano County, Texas, according to plat recorded in Volume 16, Page 98, Llano County Plat Records.

TRACT XXIV:

BEING all of **SKYWATER OVER HORSESHOE BAY PLAT NO. 2.1**, a subdivision in Llano County, Texas, according to plat recorded in Volume 17, Page 1, Llano County Plat Records.

TRACT XXV:

BEING all of **SKYWATER OVER HORSESHOE BAY PLAT NO. 2.15**, a subdivision in Llano County, Texas, according to plat recorded in Volume 17, Page 59, Llano County Plat Records.

TRACT XXVI:

BEING all of **SKYWATER OVER HORSESHOE BAY PLAT NO. 3.1**, a subdivision in Llano County, Texas, according to plat recorded in Volume 17, Page 5, Llano County Plat Records.

TRACT XXVII:

BEING all of **SKYWATER OVER HORSESHOE BAY PLAT NO. 3.2**, a subdivision in Llano County, Texas, according to plat recorded in Volume 18, Page 8, Llano County Plat Records.

TRACT XXVIII:

BEING all of **SKYWATER OVER HORSESHOE BAY PLAT NO. 4.1**, a subdivision in Llano County, Texas, according to plat recorded in Volume 18, Page 20, Llano County Plat Records.

TRACT XXIX:

BEING all of **FINAL PLAT OF SUMMIT ROCK PRO SHOP, SALES CENTER & VILLA'S**, a subdivision of Llano County, Texas, according to Plat No.1.1 recorded in Volume 20, Page 43, Llano County Plat Records.

SAVE & EXCEPT THE FOLLOWING:

- 1) **BEING** 21.20 acres consisting of 21.03 acres more or less, out of the **ELIJAH G. MERCER SURVEY NO. 3, ABSTRACT NO. 562** and 0.17 acre out of the **A. MURCHISON SURVEY NO. 85, ABSTRACT NO. 556** in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "U" attached hereto.



TRACT I

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of 678.00 acres of land consisting of approximately 375.23 acres out of the Nicholas Mendez Survey No. 3, Abstract No. 506, 164.35 acres out of the J. Mc Farland Survey No. 1005, Abstract No. 555, 130.20 acres out of the A. Murchison Survey No. 85, Abstract No. 556 and 8.22 acres out of the Madison Putnam Survey No. 672, Abstract No. 587 Llano County Texas being that same TRACT I conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas and being a portion of Tract "XX" recorded in Volume 11, Page 55 of the Llano County Plat Records and a portion of Tract "YY" recorded on Volume 11, Page 54 of the Llano County Plat Records. The basis of bearings of this survey is the Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a 12" cedar post found in the West line of that certain Horseshoe Bay, Plat No. 24.1, the plat which is recorded in Volume 2, Page 73 of the Llano County Plat Records, being the most Southerly Southeast corner of that certain Horseshoe Bay Plat No. 23.1 the plat which is recorded in Volume 2, Page 94 of the Llano County Plat Records and also being the Northeast corner of said Tract "XX" and of said 678.00 acres.

Thence with the fenced West line of said Plat No. 24.1 and the West line of that certain Horseshoe Bay Plat No. 27.1 recorded in Volume 2, Page 81 of the Llano County Plat Records and the West line of a first remnant of 755.794 acres tract conveyed to Lake LBJ Improvement Corp. recorded in Volume 753, Page 1 of the Official Public Records of Llano County, Texas and the East line of said 678.00 acres for the next 5 calls to 1/2" steel stakes found with plastic surveyor caps stamped R.P.L.S. 1877 are as follows:

L1, S02°01'30"E, 400.20';

L2, S02°19'25"E, 275.07';

L3, S02°23'27"E, 1675.91' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877;

L4, S01°49'45"E, 828.04';

L5, S01°47'53"E, 592.73' the southwest corner of said first remnant also being the West corner of a remnant of 488.384 acres conveyed to Lake LBJ Investment, Corp recorded in Volume 176, Page 122 of the Llano County Deed Records;

Thence leaving the West line of said first remnant of 755.794 acres and the West line of said Plat No. 27.1, L6, S69°52'56"W, 5.26' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the northwest corner of a second remnant of said 755.794 acres;

Thence along the West line of said second remnant of 755.794 acres and the East line of said 678.00 acres the next 9 calls to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 are as follows:

L7, S01°47'56"E, 74.54';

L8, S00°55'47"E, 42.51';

L9, S17°35'48"W, 254.57';

L10, S68°24'56"E, 46.70' to a drill hole in rock found;

L11, S73°37'01"E, 147.79';

L12, S55°39'08"E, 16.42';

L13, S08°09'25"E, 400.30';

L14, S24°29'45"W, 337.05';

L15, S00°42'08"E, 237.49' being the Southeast corner hereof also being the Northeast corner of TRACT IV of 0.43 acre conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas from which the southwest corner of said remnant of said 488.384 acre tract bears S00°42'08"E 5.00' and N87°53'26"E 5.00';

Thence along the South line of this 678.00 acres and the North line of said 0.43 acre tract the next 6 calls to a 1/2" steel stake found with plastic caps stamped R.P.L.S. 1877 are as follows:

L16, S87°53'26"W, 385.36';

L17, S70°07'04"W, 311.70';

L18, S89°05'21"W, 94.74';

L19, S73°41'22"W, 150.37';



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L20, N18°57'55"W, 136.73' being a common corner of said 299.45 acres and said 342.23 acres;

L21, S87°43'04"W, 2663.52' to a point in a large rock pile an ell corner of said 678.00 acres and being the northwest corner of said 0.43 acre tract;

Thence along the East line of said 678.00 acres the next 9 calls to 1/2" steel stakes found with a plastic cap stamped R.P.L.S. 1877 are as follows:

L22, S19°57'00"E, at 5.00' passing the Southwest corner of said 0.43 acre and the Northwest corner of TRACT VII of 270.43 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas in all 25.80' to point in said rock pile;

A curve to the right C1, with a radius of 1040.00', an arc length of 737.00', a delta angle of 40°36'10", and a chord bearing and distance of S00°21'05"W, 721.67' to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877;

L23, S59°00'19"E, 354.01';

L24, S30°59'41"W, 144.79';

A curve to the left C2, with a radius of 680.00', an arc length of 221.67', a delta angle of 18°40'40", and a chord bearing and distance of S69°58'55"E, 220.69';

A curve to the right C3, with a radius of 270.00', an arc length of 675.28', a delta angle of 143°17'55", and a chord bearing and distance of S07°40'18"E, 512.54';

A curve to the left C4, with a radius of 124.00', an arc length of 67.65', a delta angle of 31°15'26", and a chord bearing and distance of S48°20'57"W, 66.81' to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877;

A curve to the right C5, with a radius of 205.00', an arc length of 86.67', a delta angle of 24°13'27", and a chord bearing and distance of S44°49'57"W, 86.03';

A curve to the left C6, with a radius of 54.92', an arc length of 49.49', a delta angle of 51°37'54", and a chord bearing and distance of S31°07'44"W, 47.84' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being a Southeast corner hereof in the North right of way line of State Highway No. 71 recorded in Volume 81, Page 614 of the Llano County Deed Records and being the Southwest corner of said 270.43 acres with a tie to a concrete highway monument found which bears S84°41'13"E, 1765.98';

Thence along the South line of said 678.00 acres and the North right of way line of said State Highway No. 71 L25, N84°41'13"W, 80.00' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being a Southwest corner hereof and the Southeast corner of TRACT VIII of 55.34 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas with a tie to a concrete highway monument found which bears N84°41'13"W, 1050.15'.

Thence along the West line of said 678.00 acres the next 14 calls are as follows:

A curve to the right C7, with a radius of 134.92', an arc length of 121.58', a delta angle of 51°37'54", and a chord bearing and distance of N31°07'44"E, 117.51' to a washer found with plastic cap stamped R.P.L.S. 1877;

A curve to the left C8, with a radius of 125.00', an arc length of 52.85', a delta angle of 24°13'27", and a chord bearing and distance of N44°49'57"E, 52.46' to a washer found with plastic cap stamped R.P.L.S. 1877;

A curve to the right C9, with a radius of 204.00', an arc length of 111.29', a delta angle of 31°15'26", and a chord bearing and distance of N48°20'57"E, 109.92' to a washer found with plastic cap stamped R.P.L.S. 1877;

A curve to the left C10, with a radius of 190.00', an arc length of 475.19', a delta angle of 143°17'55", and a chord bearing and distance of N07°40'18"W, 360.67' to a washer found with plastic cap stamped R.P.L.S. 1877;

A curve to the right C11, with a radius of 760.00', an arc length of 250.04', a delta angle of 18°51'01", and a chord bearing and distance of N69°53'45"W, 248.91' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;

L26, S30°59'41"W, 145.24' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;

L27, N59°00'19"W, 210.00' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;

L28, N30°59'41"E, 126.62' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;

L29, N59°00'19"W, 79.64' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;

A curve to the left C12, with a radius of 10.00', an arc length of 9.00', a delta angle of 51°34'16", and a chord bearing and distance of N84°47'28"W, 8.70' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;



LAND SURVEYORS AND PLANNERS
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A curve to the right C13, with a radius of 100.00', an arc length of 277.78' (350.58'), a delta angle of 159°09'17" (200°51'18"), and a chord bearing and distance of N10°08'58"W, 196.70' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;

A curve to the left C14, with a radius of 10.00', an arc length of 11.36', a delta angle of 65°05'43", and a chord bearing and distance of N57°43'50"E, 10.76' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;

A curve to the left C15, with a radius of 960.00', an arc length of 756.21', a delta angle of 45°07'59", and a chord bearing and distance of N02°36'59"E, 736.81' to a point in said large rock pile;

L30, N19°57'00"W at 46.29' passing the Southeast corner of TRACT III of 0.69 acre conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas also being the Northeast corner of said 55.34 acres in all, 51.29' to a point in said large rock pile being the Northeast corner of said 0.69 acre;

Thence along the South line of said 678.00 acres and the North line of said 0.69 acre, L31, S87°43'04"W, 1260.30' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the southerly Southwest corner hereof and an ell corner of said 0.69 acre;

Thence along the West line of said 678.00 acres the East line of said 0.69 acre the next 4 calls to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 are as follows:

L32, N02°20'44"W, 1299.32';

L33, N12°00'45"W, 146.81'

L34, N02°18'10"W, 626.32';

L35, N02°14'32"W, 298.68' an ell corner of said 678.00 acres and of said 0.69 acre;

Thence along the South line of said 678.00 acres and the North line of said 0.64 acre the next 5 calls to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 are as follows:

L36, N89°22'54"W, at 429.46' passing a common corner of said 299.45 acres and said 342.23 acres in all 473.86'

L77, N89°26'07"W, 702.77';

L37, N89°29'04"W, 645.28' 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877;

L38, N89°27'24"W, 379.15';

L39, S89°57'59"W, 155.85' being the Northwest corner of said 0.69 acre in the East line of Siena Creek, Phase Two recorded in Volume 15, Page 73 of the Llano County Plat Records from which the southwest corner of said 0.69 acre and the southeast corner of said Siena Creek, Phase Two bears S01°29'16"E 5.00';

Thence along the West line of said 678.00 acres and the East line of said Siena Creek Phase Two L40, N01°29'16"W, 305.31' to a 1/2" steel stake found with plastic cap Stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of said 678.00 acres and the East line of said Siena Creek Phase Two L41, N21°26'10"W, 34.40' to a 1/2" steel stake found with plastic cap Stamped R.P.L.S. 1877 for an angle point being the Southwest corner of 1.36 acres conveyed to Ron Lynn Mitchell recorded in Volume 1125, Page 409 of the Official Public Records of Llano County, Texas;

Thence along the West line of said 678.00 acres and the South line of said 1.36 acres L42, N59°03'13"E, 143.30' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of said 678.00 acres and the South line of said 1.36 acres in a curve to the right C16, with a radius of 50.00', an arc length of 143.07', a delta angle of 163°56'39", and a chord bearing and distance of N49°50'27"E, 99.02' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of said 678.00 acres and the South line of said 1.36 acres L43, N38°51'51"E, 111.36' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point being the Southeast corner of said 1.36 acres also being a common corner of said 341.67 acres and 300.01 acres;

Thence along the West line of said 678.00 acres and the East line of said 1.36 acres L44, N53°37'58"W, 227.30' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point being the Northeast corner of said 1.36 acres and the Southeast corner of a 0.34 acre remnant of 37.54 acres conveyed to Ron Lynn Mitchell recorded in Volume 1074, Page 800 of the Official Public Records of Llano County, Texas;

Thence along the West line of said 678.00 acres and the East line of said Siena Creek Phase Two L45, N74°49'43"W at 30.00' passing the common corner of a 0.34 acre remnant of 37.54 acres conveyed to Ron Lynn Mitchell recorded in Volume 1074, Page 800 of the Official Public Records of Llano County, Texas in all 173.19' to a 1/2" steel stake found



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for an angle point being the Southeast corner of Sienna Creek Phase One recorded in Volume 14, Page 22 of the Llano County Plat Records also being the South corner of 0.56 acres conveyed to JDS Mitchell Tract L.P. recorded in Volume 1270, Page 592 of the Official Public Records of Llano County, Texas;

Thence along the West line of said 678.00 acres and the East line of said 0.56 acre tract L46, N30°40'20"W, 425.47' (425.41') to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof and being the North corner of said 0.56 acre tract;

Thence along the West line of said 678.00 acres and the East line of said Sienna Creek Phase One L47, N45°35'39"W, 304.18' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of said 678.00 acres and the East line of said Sienna Creek Phase One L48, N61°04'09"W, 67.78' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of said 678.00 acres and the East line of said Sienna Creek Phase One L49, N42°24'32"W, 96.64' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point being the Northwest corner of said 678.00 acres and also being in the South right of way line of R. M. Highway No. 2147 with a tie to a concrete highway monument found which bears S58°00'32"W, 931.64';

Thence along the North line of said 678.00 acres and the South right of way line of said R.M. Highway No. 2147 L50, N58°00'32"E, 341.19' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof for the Northwest corner of a third remnant of said 755.794 acres;

Thence along the North line of said 678.00 acres and the west line of said third remnant portion of said 755.794 acres L51, S06°00'49"E, 11.12' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof being the southwest corner of said third remnant;

Thence along the North line of said 678.00 acres and the South line of said third remnant of 755.794 acres L52, N58°00'32"E, 185.31' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof being the Southeast corner of said third remnant;

Thence along the North line of said 678.00 acres and the East line of said third remnant of 755.794 acres L53, N31°50'50"W, 10.00' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point in the South right of way line of said R.M. Highway No. 2147 hereof for the Northeast corner of said third remnant;

Thence along the North line of said 678.00 acres and the South right of way of R.M. Highway No. 2147 L54, N58°00'32"E, 80.00' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof also being the northwest corner of a fourth remnant of said 755.794 acres;

Thence along the North line of said 678.00 acres and the West line of said fourth remnant of 755.794 acres L55, S31°50'50"E, 10.00' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof being the southwest corner of said fourth remnant;

Thence along the North line of said 678.00 acres and the South line of said fourth remnant of 755.794 acres L56 N58°00'32"E, 1010.75' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point being in the South line of 8.57 acres conveyed to HB Skywater Village, L.P., recorded in Volume 1437, Page 211, of the Official Public Records of Llano County, Texas and being the southeast corner of said fourth remnant.

Thence along the North line of said 678.00 acres and the South line of said 8.57 acres L57, N88°36'11"E, 858.49' to a 1/2" steel stake set with plastic cap Stamped R.P.L.S. 1877 for an angle point hereof for the Southeast corner of said 8.57 acres tract and being an ell corner in the North line of said 678.00 acre tract;

Thence along a West line of said 678.00 acres and of Shoreline View shown on the plat of SKYWATER OVER HORSESHOE BAY, PLAT NO. 1.1 recorded in Volume 16, Page 98 of the Plat Records of Llano County, Texas and the East line of said 8.57 acres and of the next 4 calls to a 1/2" steel stake set with plastic cap Stamped R.P.L.S. 1877 for an angle point are as follows:

L58, N17°28'59"E, 132.61';

A curve to the right C17, with a radius of 305.00', an arc length of 290.27', a delta angle of 54°31'41", and a chord bearing and distance of N44°44'50"E, 279.44';

A curve to the left C18, with a radius of 271.30', an arc length of 426.17', a delta angle of 90°00'05", and a chord bearing and distance of N27°00'38"E, 383.69';

L59, N17°59'25"W, 54.66' being the northeast corner of said 8.57 acres and the Northwest corner of said Shoreline View on the South right of way line of said R.M. Highway No. 2147;

Thence along the North line of said 678.00 acres and of said Shoreline View and the South line of said R.M. Highway No. 2147 in a curve to the right C19, with a radius of 1860.38', an arc length of 80.00', a delta angle of 02°27'50", and a chord bearing



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and distance of N72°00'35"E, 80.00' to a 1/2" steel stake set with plastic cap Stamped R.P.L.S. 1877 for an angle point being the Northwest corner of 34.48 acres conveyed to HB Skywater Village, L.P., recorded in Volume 1437, Page 211 of the Official Public Records of Llano County, Texas.

Thence along a East line of said 678.00 acres and of said Shoreline View and the West line of said 34.48 acres the next 4 calls are as follows:

L60, S17°59'25"E, 54.66' to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877;

A curve to the right C20, with a radius of 351.30', an arc length of 551.84', a delta angle of 90°00'05", and a chord bearing and distance of S27°00'38"W, 496.82' to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877;

A curve to the left C21, with a radius of 225.00', an arc length of 214.13', a delta angle of 54°31'41", and a chord bearing and distance of S44°44'50"W, 206.14' to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877;

L61, S17°28'59"W, 91.01' to a 1/4" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Southwest corner of said 34.48 acres also being an ell corner of said 678.00 acres;

Thence along the North line of said 678.00 acres and the South line of said 34.48 acres the next 11 calls are as follows to 1/2" steel stakes found with plastic cap stamped R.P.L.S. 1877:

L62, N72°34'01"E, 212.32';

L63, N88°25'48"E, 178.95';

L64, S84°21'08"E, 583.87' to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877;

L65, N34°14'25"E, 150.00';

L66, N70°19'47"E, 300.00';

L67, S78°53'40"E, 270.00';

L68, S12°37'43"E, 200.00';

L69, N77°22'17"E, 90.00';

L70, S83°54'17"E, 121.16';

L71, S44°43'52"E, 162.58';

L72, N48°12'46"E, 593.11' to a 1/4" steel stake found being in the South line of said 34.48 acres and being the most westerly northwest corner of a TRACT V of 0.36 acre conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas from which the southeast corner of said 34.48 acres bears N48°12'46"E 5.00';

Thence along the North line of said 678.00 acres and the South line of said 0.36 acre the next 3 calls to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 are as follows:

L73, S40°54'26"E, 1222.08';

L74, N49°05'52"E, 1869.16';

L75, N03°49'22"W, 38.65' to a 1/4" steel stake found with cap stamped R.P.L.S. 1877 being the most northerly northeast corner of said 0.36 acre from which the most northerly northwest corner of same bears S88°33'14"W 5.00';

Thence along the North line of said 678.00 acres and the South line of said Horseshoe Bay Plat No. 23.1 L76, N88°33'14"E, 991.69' to the Place of Beginning.

INCLUDING:

- 1) 62.34 acres platted as FINAL PLAT OF SKYWATER OVER HORSESHOE BAY PLAT NO. 1.1, a subdivision in Llano County, Texas, according to plat recorded in Volume 16, Page 98, Llano County Plat Records SAVE AND EXCEPT Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Thirty-Eight (38), Thirty-Nine (39), Forty-Four (44), Forty-Five (45), Fifty (50), Fifty-One (51), Fifty-Two (52), Fifty-Three (53), Fifty-Four (54), Fifty-Six (56), Fifty-Seven (57), Fifty-Eight (58), Fifty-Nine (59), and Sixty (60).
- 2) 64.74 acres platted as SKYWATER OVER HORSESHOE BAY PLAT NO. 2.1, a subdivision in Llano County, Texas, according to plat recorded in Volume 17, Page 1, Llano County Plat Records SAVE AND EXCEPT Lots One



TRACT I

(1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), and Forty (40) SAVE AND EXCEPT Lots Fifteen (15), Sixteen (16), having been replatted in SKYWATER OVER HORSESHOE BAY PLAT NO. 2.15 a subdivision in Llano County, Texas, according to plat recorded in Volume 17, Page 59 Llano County Plat Records.

- 3) 75.47 acres out of 91.39 acres, being platted as part of FINAL PLAT OF SKYWATER OVER HORSESHOE BAY PLAT NO. 3.1 a subdivision in Llano County, Texas, according to plat recorded in Volume 17, Page 5 Llano County Plat Records. SAVE AND EXCEPT Lots Five (5), Six (6), Seven (7), Eleven (11), Twelve (12), Thirteen (13), Sixteen (16), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Fifty-Nine (59), Sixty (60) and Sixty-Three (63) and partially replaced by FINAL PLAT OF SKYWATER OVER HORSESHOE BAY PLAT NO. 3.2 recorded in Volume 18, Page 8, Llano County Plat Records. SAVE AND EXCEPT Lots Eighteen-A (18-A) and Fifty-One-A (51-A).
- 4) 17.97 acres out of 44.30 acres platted as SKYWATER OVER HORSESHOE BAY PLAT NO. 4.1 a subdivision in Llano County, Texas, according to plat recorded in Volume 18, Page 20 of the Llano County Plat Records.
- 5) SAVE AND EXCEPT: 13.71 acres, more or less, out of the J. MCFARLAND SURVEY NO. 1005, ABSTRACT NO. 555 in Llano County, Texas.

STATE OF TEXAS:

COUNTY OF LLANO:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of Tract "A" 13.71 acres out of the J. McFarland Survey No. 1005, Abstract No. 555 conveyed to Cordell 18, L.P. recorded in Volume 1484, Page 748 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Northwest corner of this Tract "A" and in the East right of way line of Shoreline View an 80' wide right of way shown on the plat of Skywater over Horseshoe Bay Plat No. 1.1 recorded in Volume 16, Page 98 of the Llano County Plat Records.

Thence along the North line of this Tract "A" the next 7 calls to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

Thence, L2, N45°45'00"E, 122.69'; Thence, L3, N14°00'49"E, 188.59'; Thence, L4, N03°49'44"E, 88.88';
Thence, L5, N26°25'51"E, 114.73'; Thence, L6, N66°43'11"E, 94.47'; Thence, L7, S88°01'58"E, 143.49';
Thence, L8, N46°43'01"E, 204.71' being the Northeast corner hereof;

Thence along the East line of this Tract "A" the next 4 calls to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle are as follows:

Thence S08°48'14"E, 422.35'; Thence S21°58'49"E, 445.42'; Thence, L9, S24°35'17"W, 44.53';
Thence S04°36'19"W, 258.43' being the Southeast corner hereof;

Thence along the South line of this Tract "A" and the North right of way line of said Shoreline View as shown on plat of Skywater over Horseshoe Bay Plat No. 2.1 recorded in Volume 17, Page 1 of the Llano County Plat Records along a curve to the left, C1, with an arc length of 234.08', a radius of 340.00', a delta angle of 39°26'44", and a bearing and distance of N80°10'52"W, 229.48' 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the South line of this Tract "A" and the North right of way line of said Shoreline View, L1, S80°05'46"W, 201.18' 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the South line of this Tract "A" and the North right of way line of said Shoreline View along a curve to the right, C2, with an arc length of 176.10', a radius of 160.00', a delta angle of 63°03'39", and a bearing and distance of N68°22'25"W, 167.34' 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of this Tract "A" and the North right of way line of said Shoreline View along a curve to the left, C3, with an arc length of 50.85', a radius of 540.00', a delta angle of 05°23'42", and a bearing and distance of N39°32'26"W, 50.83' 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;



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EXHIBIT A-1

SHEET 7 OF 8
TRACT I

Thence along the West line of this Tract "A" and the North right of way line of said Shoreline View along a curve to the right, C4, with an arc length of 381.96', a radius of 560.00', a delta angle of 39°04'46", and a bearing and distance of N22°41'54"W, 374.59' to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of this Tract "A" and the North right of way line of said Shoreline View along a curve to the left, C5, with an arc length of 45.04', a radius of 390.00', a delta angle of 06°37'04", and a bearing and distance of N06°28'03"W, 45.02' to the Place of Beginning.

6) SAVE AND EXCEPT: 0.66 acre out of the A. MURCHISON SURVEY NO. 85, ABSTRACT NO. 556 in Llano County, Texas.

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a ALTA/ACSM Land Title Survey Plat of 0.66 acre tract out of the A. Murchison Survey No. 85, Abstract No. 556 of Llano County, Texas, and being a that certain 0.66 acres conveyed to HB TEXAS DEVELOPMENT PARTNERS, L.P. in Volume 1452, Page 589 of the Official Public Records of Llano County, Texas. The basis of bearings of this survey is Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Northeast corner of said 0.66 acre tract from which point a 12" cedar post found for the Northeast corner of the above described 678.66 acres which bears N79°05'29"E, 5613.87';

Thence along the East line of this 0.66 acre tract S45°26'15"E, 197.99' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southeast corner hereof;

Thence along the South line of this 0.66 acre tract in a curve to the left C22, with a radius of 193.0', an arc length of 82.15', a delta angle of 24°23'15", and a chord bearing and distance of S38°13'53"W, 81.53' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the South line of this 0.66 acres L79, S26°02'13"W, 11.45' to a mag nail set with washer stamped 1877 for an angle point hereof;

Thence along the South line of this 0.66 acres in a curve to the right C23, with a radius of 20.0', an arc length of 31.41', a delta angle of 89°58'58", and a chord bearing and distance of S71°02'13"W, 28.28' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of this 0.66 acre tract L80, N63°57'47"W, 9.76' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of this 0.66 acre tract in a curve to the right C24, with a radius of 290.11', an arc length of 211.50', a delta angle of 41°46'15", and a chord bearing and distance of N43°04'40"W, 206.85' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of this 0.66 acres L81, N22°11'33"W, 27.66' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Northwest corner hereof;

Thence along the North line of this 0.66 acre tract L82, N67°48'27"E, 109.79' to the Place of Beginning.

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 31st day of July, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the improvements which border such easements and right-of-way.

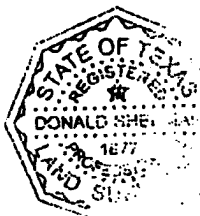
Willis - Sherman Associates, Inc.



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SHEET 8 OF 8
TRACT I

4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
 - none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
 - except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09L25417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey
11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.



Donald Sherman
DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877

DATE 8/20/09
JOB NO. - 12773 FIELD BOOK NO. - N/A OFFICE - D. WILLIS FIELD - MARTINKA



TRACT II

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of 0.66 acre tract out of the A. Murchison Survey No. 85, Abstract No. 556 of Llano County, Texas, and being that certain 0.66 acres conveyed to HB Texas Development Partners, L.P. recorded in Volume 1452, Page 589 of the Official Public Records of Llano County, Texas. The basis of bearings of this survey is Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Northeast corner of said 0.66 acre tract from which point a 12" cedar post found for the Northeast corner of TRACT I of 678.00 conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas bears N79°05'29"E, 5613.87' also from said beginning point a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the North end of curve number C6 of Lakeshore View as shown on the plat of SKYWATER OVER HORSESHOE BAY, PLAT NO. 1.1 recorded in Volume 16, Page 98 of the Plat Records of Llano County, Texas bears N27°29'14"W 304.57';

Thence along the East line of this 0.66 acre tract S45°26'15"E, 197.99' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Southeast corner hereof from point a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the South end of said curve number C6 of Lakeshore View bears S27°31'07"E 65.00';

Thence along the South line of this 0.66 acre tract in a curve to the left C1, with a radius of 193.0', an arc length of 82.15', a delta angle of 24°23'15", and a chord bearing and distance of S38°13'53"W, 81.53' passing the East right of way line of said curve C6 on Shoreline View to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the South line of this 0.66 acres L1, S26°02'13"W, 11.45' to a mag nail set with washer stamped 1877 in pavement for an angle point hereof;

Thence along the South line of this 0.66 acres in a curve to the right C2, with a radius of 20.0', an arc length of 31.41', a delta angle of 89°58'58", and a chord bearing and distance of S71°02'13"W, 28.28' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of this 0.66 acre tract L2, N63°57'47"W, 9.76' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of this 0.66 acre tract in a curve to the right C3, with a radius of 290.11', an arc length of 211.50', a delta angle of 41°46'15", and a chord bearing and distance of N43°04'40"W, 206.85' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of this 0.66 acres L3, N22°11'33"W, 27.66' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Northwest corner hereof;

Thence along the North line of this 0.66 acre tract passing the East right of way line of said curve C6 on Shoreline View N67°48'27"E, 109.79' to the Place of Beginning.

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 31st day of July, 2009. PAGE 1 OF 2



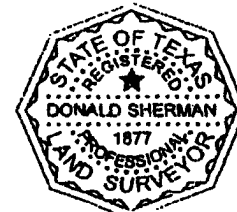
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EXHIBIT B-1

SHEET 2 OF 2
TRACT II
0.66 ACRE

2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
 - none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
 - except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09L25417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey
11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14; 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPC and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.

 8/6/09
DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO.- 12773 FIELD BOOK NO.- N/A OFFICE- D.WILLIS FIELD- N/A





TRACT III

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of 0.69 acre consisting of 0.47 acre out of the A. Murchison Survey No. 85, Abstract No. 506, 0.07 acres out of the George Bratton Survey No. 83, Abstract No. 81 and 0.15 acres out of the A. Backus Survey No. 99, Abstract No. 1125 Llano County, Texas and being that same TRACT III of 0.69 acre conveyed to SW OWNERSHIP LLC in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas. The Basis of Bearing is Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the most westerly northwest corner of this Tract III, the Southwest corner of 678.00 acres conveyed to SW OWNERSHIP LLC in Volume 1515, 821 of the Official Public Records of Llano County, Texas in the east line of Siena Creek Phase Two 13.69 acres recorded in Volume 15, Page 73 of the Llano County Plat Records.

Thence along the North line of this Tract III and the South line of said 678.00 acres with the next 5 calls as follows:

L1, N89°57'59"E, 155.85' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S89°27'24"E, 379.15' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S89°29'04"E, 645.28' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S89°26'07"E, 702.77' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S89°22'54"E, 473.86' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof being an ell corner of said Tract III and said 678.00 acres;

Thence along the East line of this Tract III and the West line of said 678.00 acres with the next 4 calls as follows:

L2, S02°14'32"E, 298.68' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S02°18'10"E, 626.32' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L3, S12°00'45"E, 146.81' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S02°20'44"E, 1299.32' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof also being an ell corner of said TRACT III and of said 678.00 acres;

Thence along the North line of this Tract III and the South line of said 678.00 acres N87°43'04"E, 1260.30' to a point in a rock pile for an angle point being the Northeast corner hereof and an ell corner of said 678.00 acres;

Thence along the East line of this Tract III and the West line of said 678.00 acres L4, S19°57'00"E, 5.25' to a point in a rock pile for an angle point being the Southeast corner hereof also being the Northeast corner of Tract VIII of 55.34 acres conveyed to SW OWNERSHIP LLC in Volume 1515, 821 of the Official Public Records of Llano County, Texas;

Thence along the South line of this Tract III and the North line of said 55.34 acres S87°43'04"W, 1266.89' to a 1/2" steel stake found for an ell corner of said Tract III, an angle point in the East line of TRACT XII of 323.96 acres conveyed to SW OWNERSHIP LLC in Volume 1515, 821 of the Official Public Records of Llano County, Texas;

Thence along the West line of this Tract III and the East line of said 323.96 acres the next 4 calls are as follows:

N02°20'44"W, 1303.89' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L5, N12°00'45"W, 146.81' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

N02°18'10"W, 626.75' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L6, N02°14'32"W, 293.93' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the South line of this Tract III and the North line of said 323.96 acres the next 5 calls are as follows:

N89°22'54"W, 469.10' to a 4" pipe post found for an angle point hereof;

N89°26'07"W, 702.77' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

N89°29'04"W, 645.28' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

N89°27'24"W, 379.15' to a 1/2" steel stake found for an angle point hereof;

L7, S89°57'59"W, 155.69' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point being the Southwest corner hereof also being the southeast corner of said Siena Creek, Phase Two;

Thence with the east line of said Siena Creek, Phase Two L8, N01°29'16"W 5.00' to the Place of Beginning.

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 31st day of July, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
 - none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
 - except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09125417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey
11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.

 8/6/09
DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO.- 12773 FIELD BOOK NO.- N/A OFFICE- D.WILLIS FIELD- N/A

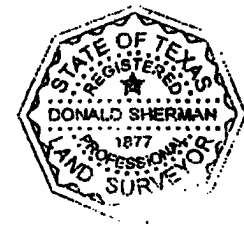


EXHIBIT C

Willis - Sherman Associates, Inc.



LAND SURVEYORS AND PLANNERS
310 MAIN • MARBLE FALLS, TEXAS • 78654
(830) 693-3566 FAX (830) 693-5382

SHEET 2 OF 2
TRACT III
0.69 ACRE

INCLUDING:



TRACT IV

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of 0.43 acre consisting of 0.02 acres out of the J. McFarland Survey No. 1005, Abstract No. 555 and 0.41 acres out of the Nicholas Mendez Survey No. 3, Abstract No. 506 Llano County, Texas and being that same TRACT IV of 0.43 acre conveyed to SW OWNERSHIP LLC in Volume 1515, 821 of the Official Public Records of Llano County, Texas. The Basis of Bearing is Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Northeast corner of this Tract IV the Southeast corner of TRACT I of 678.00 acres conveyed to SW OWNERSHIP LLC in Volume 1515, 821 of the Official Public Records of Llano County, Texas and on the West line of a Second Remnant of 755.794 acres conveyed to Lake LBJ Improvement Corp. recorded in Volume 753, Page 1 of the Official Public Records of Llano County, Texas.

Thence along the East line of this Tract IV and crossing said Second Remnant of 755.794 acres L18, S00°42'08"E, 5.00' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point being the Southeast corner hereof on the North line of TRACT VII of 270.43 acres conveyed to SW OWNERSHIP LLC in Volume 1515, 821 of the Official Public Records of Llano County, Texas acres from which a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the southeast corner of said 755.794 acres bears N87°53'26"E 5.00'.

Thence along the South line of this Tract IV and the North line of said 270.43 acres the next 6 calls are as follows:

S87°53'26"W, 384.46' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L13, S70°07'04"W, 311.75' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L14, S89°05'21"W, 94.90' to a 18" live oak found for an angle point hereof;

L15, S73°41'22"W, 154.46' to a 1/2" steel stake found for an angle point hereof;

L16, N18°57'55"W, 137.78' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S87°43'04"W, 2658.22' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point being the Southwest corner hereof;

Thence along the West line of this Tract IV and the East line of said 678.00 acres L17, N19°57'00"W, 5.25' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an ell corner of said 678.00 acres and being the Northwest corner hereof;

Thence along the North line of this Tract IV and the South line of said 678.00 acres the next 6 calls are as follows:

N87°43'04"E, 2663.53' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L9, S18°57'55"E, 136.73' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L10, N73°41'22"E, 150.37' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L11, N89°05'21"E, 94.74' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L12, N70°07'04"E, 311.70' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence N87°53'26"E, 385.36' to the Place of Beginning.

INCLUDING:

0.23 acre out of 91.39 acres, being platted as part of FINAL PLAT OF SKYWATER OVER HORSESHOE BAY PLAT NO. 3.1 a subdivision in Llano County, Texas, according to plat recorded in Volume 17, Page 5 Llano County Plat Records. SAVE AND EXCEPT Lots Five (5), Six (6), Seven (7), Eleven (11), Twelve (12), Thirteen (13), Sixteen (16), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Fifty-Nine (59), Sixty (60) and Sixty-Three (63) and partially replaced by FINAL PLAT OF SKYWATER OVER HORSESHOE BAY PLAT NO. 3.2 recorded in Volume 18, Page 8, Llano County Plat Records. SAVE AND EXCEPT Lots Eighteen-A (18-A) and Fifty-One-A (51-A).

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:



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310 MAIN • MARBLE FALLS, TEXAS • 78654
(830) 693-3566 FAX (830) 693-3362

SHEET 2 OF 2
TRACT IV
0.43 ACRE

1. I made a survey of the subject property and improvements on the 31st day of July, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
 - none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
 - except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09125417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey
11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.

 8/6/09
DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO.- 12773 FIELD BOOK NO.- N/A OFFICE- D.WILLIS FIELD- N/A





LAND SURVEYORS AND PLANNERS
310 MAIN • MARBLE FALLS, TEXAS • 78654
(830) 693-3566 FAX (830) 693-5362

TRACT V

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of 0.36 acre out of the Nicholas Mendez Survey No. 3, Abstract No. 506 being that same Tract V of 0.36 acre conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the most westerly northwest corner of this Tract V and a North corner of Tract I of 678.00 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas in the Southeast line of 34.48 acres conveyed to Horseshoe Bay Resort, Ltd. recorded in Volume 1363, Page 757 of the Official Public Records of Llano County, Texas.

Thence along the north line of this Tract V and the southeast line of said 34.48 acres L4, N48°12'46"E, 5.00' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for the southeast corner of said 34.48 acres tract in the southwest line of 34.545 acres conveyed to Glenn Salem, Trustee recorded in Volume 527, Page 321 of the Llano County Deed Records;

Thence along the south line of said 34.545 acres and the north line of this Tract V the next 3 calls are as follows:

S40°54'26"E, 1217.16' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

N49°05'52"E, 1861.67' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L1, N03°49'22"W, 36.37' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point being the most northerly northwest corner hereof, the northeast corner of said 34.545 acres and being in the South line of Horseshoe Bay Plat No. 23.1 recorded in Volume 2, Page 68 of the Llano County Deed Records;

Thence along the South line of said Horseshoe Bay Subdivision and the North line of this Tract V L2, N88°33'14"E, 5.0' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point being the most northerly Northeast corner hereof and a North corner of said 678.00 acres;

Thence along the South line of this Tract V and a North line of said 678.00 acres the next 3 calls are as follows:

L3, S03°49'22"E, 38.65' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S49°05'52"W, 1869.16' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

N40°54'26"W, 1222.08' to the Place of Beginning.

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 31st day of July, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
 - none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
 - except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress

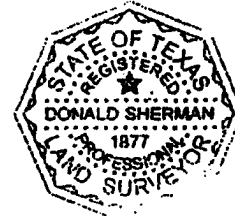


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SHEET 2 OF 2
TRACT V
0.36 ACRE

5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09125417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey
11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.


DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO.- 12773 FIELD BOOK NO.- N/A OFFICE- D.WILLIS FIELD- N/A





TRACT VI

STATE OF TEXAS:
COUNTY OF LLANO:
COUNTY OF BURNET:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of 215.11 acres out of the John Darlin Survey No. 4, (Burnet County Abstract No. 248 and Llano County Abstract No. 170) being that same TRACT VI of 217.38 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas and consisting of approximately 38.93 acres out of Burnet County and 178.45 acres out of Llano County. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. () denotes record information.

Beginning at a 1/2" steel stake set being the Northwest corner of this Tract VI and the Northeast corner of a 2.17 acres remnant of said 217.38 acres and in the South line of a 5' reserve shown on Horseshoe Bay Subdivision Plat No. 29.1 recorded in Volume 2, Page 78 of the Llano County Plat Records from which a 1/4" steel stake found with cap stamped R.P.L.S. 1877 being the Northwest corner of said 217.38 acres bears S88°24'30"W, 100.02'.

Thence along the North line of this Tract VI and the South line of said Horseshoe Bay, Plat No. 29.1 N88°24'30"E, 2723.56' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Northeast corner hereof and the Northwest corner of 480.40 acres conveyed to Tom Brown Booth et al recorded in Volume 716, Page 237 of the Llano County Deed Records and in the South line of Tract MM-3, 125.38 acres, Horseshoe Bay Plat No. 55.1 recorded in Volume 8, Page 78 of the Llano County Deed Records and Cabinet 2, Slide 41-A, B and C of the Burnet County Plat Records;

Thence along the East line of this Tract VI and the West line of said 480.40 acres S03°39'14"W, 2651.01' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Southeast corner hereof and the Northeast corner of a 25.00 acres remnant of 607.97 acres conveyed to Lake LBJ Investment Corp. in Volume 0898, Page 146 of the Official Public Records of Llano County, Texas and in the West line of 85.40 acres conveyed to Tom Brown Booth et al recorded in Volume 716, Page 237 of the Official Public Records of Llano County, Texas;

Thence along the South line of this Tract VI and the North line of said 25.00 acre remnant N86°20'46"W, 695.90' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the South line of this Tract VI and the North line of said 25.00 acre remnant in a curve to the right C20, with a radius of 150.00', an arc length of 81.26', a delta angle of 31°02'24", and a chord bearing and distance of S65°13'42"W, 80.27' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the East line of this Tract VI and the West line of said 25.00 acre remnant S10°13'10"W, 559.91' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the East line of this Tract VI and the West line of said 25.00 acre remnant in a curve to the left C19, with a radius of 1200.00', an arc length of 562.89', a delta angle of 26°52'34", and a chord bearing and distance of S03°13'07"E, 557.75' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the East line of this Tract VI and the West line of said 25.00 acre remnant L15, S16°39'24"E, 351.33' to a mag nail with washer found stamped 1877 being the most southerly Southeast corner and being in the North right of way line of State Highway No. 71 recorded in Volume 81, Page 614 of the Llano County Deed Records;

Thence along the South line of this Tract VI and the North line of said State Highway No. 71 S73°20'36"W, 1535.09' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Southwest corner this tract and the Southeast corner of a 31.82 acre remnant of 607.97 acres conveyed to Lake LBJ Investment, Corp recorded in Volume 0898, Page 146 of the Llano County Deed Records;

Thence along the West line of this Tract VI and the East line of said 31.82 acres N00°04'22"E, 1333.91' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the South line of this Tract VI and the North line of said 31.82 acres N89°55'38"W, 345.43' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point being the Southwest corner hereof and in the East line of 5.19 acres conveyed to Lake LBJ Investment, Corp recorded in Volume 1007, Page 187 of the Llano County Deed Records;

Thence along the West line of this Tract VI and the East line of said 5.19 acres N01°36'22"W, 357.54' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being an angle point hereof and the Southwest corner of a 0.10 acre remnant of said 217.38 acres;

Thence along the West line of this Tract VI and the South line of said 0.10 acre remnant of 217.38 acres, L30, N80°27'29"E, 90.84' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof and being the Southeast corner of said 0.10 acre remnant of 217.38 acres;

Thence along the West line of this Tract VI and the East line of said 0.10 acre remnant of 217.38 acres, L31, N09°26'13"W, 50.00' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof and being the Northeast corner of said 0.10 acre remnant of 217.38 acres;

Thence along the West line of this Tract VI and the North line of said 0.10 acre remnant of 217.38 acres, L32, S80°27'29"W, 83.96' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof and being the Northwest corner of said 0.10 acre remnant of 217.38 acres;



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SHEET 2 OF 2
TRACT VI
215.11 ACRES

Thence along the West line of this Tract VI and the East line of said 5.19 acres N01°36'22"W, 1755.12' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point being the Southeast corner of Tract V 10,547 sq. ft. conveyed to Horseshoe Bay Resort, Ltd. recorded in Volume 1254, Page 511 of the Official Public Records of Llano County, Texas and the Southwest corner of said 2.17 acres remnant of 217.38 acres;

Thence along the West line of this Tract VI and the South line of said remnant of 217.38 acres, L33, S89°55'56"E, 100.11' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof and being the Southeast corner of said 2.17 acres remnant of 217.38 acres;

Thence along the West line of this Tract VI and the East line of said 2.17 acres remnant of 217.38 acres N02°38'58"W, 665.35' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof and being the Northeast corner of said remnant of 217.38 acres;

Thence along the West line of this Tract VI and the East line of said 2.17 acres remnant of 217.38 acres, L34, N02°40'04"W, 282.90' to the Place of Beginning.

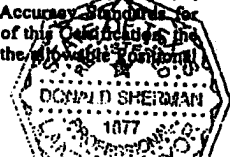
SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 17th day of August, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
 - none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
 - except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09L25417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey
11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this survey. The Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable tolerance.

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO. - 12773 FIELD BOOK NO. - N/A OFFICE - D. WILLIS FIELD - N/A
PAGE 2 OF 2





TRACT VII

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of 225.35 acres consisting of 223.09 acres out of the Nicholas Mendez Survey No. 3, Abstract No. 506 and 2.26 acres out of the A. Backus Survey No. 99, Abstract No. 1125 in said Llano County, Texas being that same TRACT VII of 270.43 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas. The Basis of Bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. () denotes record information.

Beginning at a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Southwest corner of this Tract VII, the North right of way line of State Highway No. 71 recorded in Volume 81, Page 614 of the Llano County Deed Records and the Southeast corner of TRACT I of 678.00 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas.

Thence along the West line of this Tract VII and the East line of said 678.00 acres the next 9 calls to 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof are as follows:

Curve to the right C11, with a radius of 54.92', an arc length of 49.45', a delta angle of 51°35'26", and a chord bearing and distance of N31°09'13"E, 47.80';

Curve to the left C12, with a radius of 205.00', an arc length of 86.67', a delta angle of 24°13'29", and a chord bearing and distance of N44°49'57"E, 86.03';

Curve to the right C13, with a radius of 124.00', an arc length of 67.65', a delta angle of 31°15'24", and a chord bearing and distance of N48°20'57"E, 66.81';

Curve to the left C14, with a radius of 270.00', an arc length of 675.28', a delta angle of 143°17'56", and a chord bearing and distance of N07°40'18"W, 512.54';

Curve to the right C15, with a radius of 680.00', an arc length of 221.67', a delta angle of 18°40'39", and a chord bearing and distance of N69°58'55"W, 220.69';

L7, N30°59'41"E, 144.79';

L8, N59°00'19"W, 354.01' to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877;

Curve to the left C16, with a radius of 1040.00', an arc length of 736.99', a delta angle of 40°36'09", and a chord bearing and distance of N00°21'05"E, 721.67' to a point in a rock pile;

L9, N19°57'00"W, 20.57' to a point in a rock pile being the Northwest corner hereof and the Southwest corner of TRACT IV of 0.43 acre conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas;

Thence along the North fenced line of this Tract VII and the South line of said 0.43 acre next 6 calls to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

N87°43'04"E, 2658.22';

L10, S18°57'55"E, 137.78' to a 1/4" steel stake found;

L11, N73°41'22"E, 154.46' to a 18" live oak found;

L12, N89°05'21"E, 94.90';

L13, N70°07'04"E, 311.75';

N87°53'26"E, 389.46' with said fenced north line of said 225.35 acres to the Southeast corner of said 0.43 acre and the Southwest corner of a remnant of 488.384 acres conveyed to Lake LBJ Improvement Corp. recorded in Volume 176, Page 122 of the Llano County Deed Records;

Thence along the North fenced line of this Tract VII and the South line of said remnant of 488.384 acres L17, N87°35'26"E, 258.71' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the North fenced line of this Tract VII and the South line of a 5' reserve shown on Horseshoe Bay Plat No. 14.1 recorded in Volume 2, Page 40 of the Llano County Plat Records N87°55'05"E, 1982.69' a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Northeast corner hereof and the Northwest corner of a 45.08 acres remnant of said 270.43 acres;



SHEET 2 OF 3
TRACT VII
225.35 ACRES

Thence along the East line of this Tract VII and said 45.08 acres remnant of 270.43 acres the next 3 calls to 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 as follows:

S02°04'55"E, 150.00'; S57°26'40"W, 728.80';

S16°39'29"E, 1100.00' being the Southeast corner hereof and the Southwest corner of said 45.08 acres remnant 270.43 acres;

Thence along the South line of this Tract VII and the North line of said State Highway No. 71 right of way the next 4 calls are as follows:

Curve to the right, with a radius of 5638.72', an arc length of 155.53', a delta angle of 01°34'49", and a chord bearing and distance of S76°52'52"W, 155.53' to a concrete highway monument found for an angle point hereof;

S77°50'01"W, 2208.68' (S78°50'58"W, 2208.94') to a concrete highway monument found for an angle point hereof;

Curve to the right C2, with a radius of 3730.24', an arc length of 1138.28' (1138.25), a delta angle of 17°29'01" (17°29'00"), and a chord bearing and distance of S86°34'08"W, 1133.87' (S87°35'27"W, 1133.84') to a concrete highway monument found for an angle point hereof;

N84°41'01"W, 1765.99' (N83°40'03"W, 3456.10') to the Place of Beginning.

INCLUDING:

15.69 acres out of 91.39 acres, being platted as part of FINAL PLAT OF SKYWATER OVER HORSESHOE BAY PLAT NO. 3.1 a subdivision in Llano County, Texas, according to plat recorded in Volume 17, Page 5 Llano County Plat Records. SAVE AND EXCEPT Lots Five (5), Six (6), Seven (7), Eleven (11), Twelve (12), Thirteen (13), Sixteen (16), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Fifty-Nine (59), Sixty (60) and Sixty-Three (63) and partially replaced by FINAL PLAT OF SKYWATER OVER HORSESHOE BAY PLAT NO. 3.2 recorded in Volume 18, Page 8, Llano County Plat Records. SAVE AND EXCEPT Lots Eighteen-A (18-A) and Fifty-One-A (51-A).

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 17th day of August, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
 - none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
 - except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure:



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SHEET 3 OF 3
TRACT VII
225.35 ACRES

6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09L25417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey.
11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.

8/20/09

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO.- 12773 FIELD BOOK NO.- N/A OFFICE- D.WILLIS FIELD- N/A





TRACT VIII

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of 55.34 acres consisting of 3.97 acres out of the Nicholas Mendez Survey No. 3, Abstract No. 506 and 51.37 acres out of the A. Backus Survey No. 99, Abstract No. 1125 in said Llano County, Texas and being that same TRACT VIII of 55.34 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas. The Basis of Bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. () denotes record information.

Beginning at a 1/2" steel stake found being the Southwest corner of this Tract VIII, the Southeast corner of TRACT XI of 323.96 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas and on the North right of way line of State Highway No. 71 recorded in Volume 81, Page 614 of the Llano County Deed Record.

Thence along the West line of this Tract VIII and the East line of said 323.96 acres N01°24'55"W, 1567.28' to a 1/2" steel stake found for an angle point in the East line of said 323.96 acres being the Northwest corner hereof and the Southwest corner of TRACT III of 0.69 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas;

Thence along the North line of this Tract VIII and the South line of said 0.69 acre N87°43'04"E, 1266.89' to a point in a rock pile for an angle point being the Northeast corner hereof and the Southeast corner of said 0.69 acre and being in a West line of TRACT I of 678.00 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas;

Thence along the East line of this Tract VIII and the West line of said 678.00 acres the next 14 calls are as follows:

L1, S19°57'00"E, 46.04' to a point in a rock pile for an angle point hereof;

Curve to the right C3, with a radius of 960.00', an arc length of 756.21', a delta angle of 45°07'59", and a chord bearing and distance of S02°36'59"W, 736.81' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Curve to the right C4, with a radius of 10.00', an arc length of 11.36', a delta angle of 65°05'43", and a chord bearing and distance of S57°43'50"W, 10.76' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Curve to the left C5, with a radius of 100.00', an arc length of 277.78', a delta angle of 159°09'17", and a chord bearing and distance of S10°08'58"E, 196.70' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Curve to the right C17, with a radius of 10.00', an arc length of 9.00', a delta angle of 51°34'14", and a chord bearing and distance of S84°47'28"E, 8.70' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L2, S59°00'19"E, 79.64' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L3, S30°59'41"W, 126.62' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L4, S59°00'19"E, 210.00' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L5, N30°59'41"E, 145.24' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Curve to the left C6, with a radius of 760.00', an arc length of 250.04', a delta angle of 18°51'00", and a chord bearing and distance of S69°53'45"E, 248.91' to a washer with a plastic cap stamped R.P.L.S. 1877 found for an angle point hereof;

Curve to the right C7, with a radius of 190.00', an arc length of 475.18', a delta angle of 143°17'34", and a chord bearing and distance of S07°40'18"E, 360.67' to a washer with a plastic cap stamped R.P.L.S. 1877 found for an angle point hereof;

Curve to the left C8, with a radius of 204.00', an arc length of 111.30', a delta angle of 31°15'31", and a chord bearing and distance of S48°20'57"W, 109.92' to a washer with a plastic cap stamped R.P.L.S. 1877 found for an angle point hereof;

Curve to the right C9, with a radius of 125.00', an arc length of 52.85', a delta angle of 24°13'33", and a chord bearing and distance of S44°49'57"W, 52.46' to a washer with a plastic cap stamped R.P.L.S. 1877 found for an angle point hereof;

Curve to the left C10, with a radius of 134.92', an arc length of 121.53', a delta angle of 51°36'35", and a chord bearing and distance of S31°08'24"W, 117.46' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point being the Southeast corner hereof, a Southwest corner of said 678.00 acres and in the North right of way line of said State Highway No. 71;

Thence along the South line of this Tract VIII and the North line of said State Highway No. 71 N84°41'01"W passing a concrete highway monument found at 1050.09' and passing another highway monument found at 1449.90' and at 1610.30' in all to the Place of Beginning.

Willis - Sherman Associates, Inc.



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SHEET 2 OF 2
TRACT VIII
55.34 ACRES

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 17th day of August, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
 - none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
 - except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09L25417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey
11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.

 8/20/09
DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO.- 12773 FIELD BOOK NO.- N/A OFFICE- D.WILLIS FIELD- N/A





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TRACT IX
THE ABOVE DESCRIBED TRACTS VI & VII BEING ACCOMPANIED BY
THE FOLLOWING 25' WIDE
ACCESS AND UTILITY EASEMENTS NOS. 1, 2 & 3.

EASEMENT NO. 1

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of a 25' wide access and utility easement No.1 executed by Horseshoe Bay Resort, Ltd. And HB Texas Development Partners recorded in Volume 1390, Page 37 of the Official Public Records of Burnet County, Texas out of a 31.82 acre remnant of 607.97 acres conveyed to Lake LBJ Investment, Corp. (current successor in title is Horseshoe Bay Resort, Ltd.) recorded in Volume 0898, Page 146 of the Official Public Records of Llano County, Texas and being out of the Nicholas Mendez Survey No. 3, Abstract No. 506 and the John Darlin Survey No. 4, (Burnet County Abstract No. 248 and Llano County Abstract No. 170). The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. () denotes record information.

Beginning at a 1/2" steel stake found with plastic cap stamped 1877 being the Southwest corner of said 31.82 acres remnant of said 607.97 acres, the Southeast corner of TRACT VII of 270.43 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas and on the North right of way line of State Highway No. 71 recorded in Volume 81, Page 614 of the Llano County Deed Records.

Thence along the West line of this Easement No. 1 and the West line of said 270.43 acres E22, N00°04'22"E, 26.10' to a computed point being the Northwest corner hereof;

Thence along the North line of this Easement No. 1 25' north of and parallel with said highway line, E23, N73°20'36"E, 1185.66' to a computed point being the Northeast corner hereof;

Thence along the East line of said 31.82 acres and the East line of TRACT VI of 217.38 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas, E24, S00°04'22"W, 26.10' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for the Southeast corner of said 31.82 acres and the Southwest corner of said 217.38 acres in the North right of way of said State Highway No. 71;

Thence along the South line of this Easement No.1 and the North line of said State Highway No. 71 and with the south line of 31.82 acres S73°20'36"W, 1185.66' (S74°21'10"W) to the Place of Beginning.

EASEMENT NO. 2

STATE OF TEXAS:
COUNTY OF LLANO:
COUNTY OF BURNET:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of a 25' wide access and utility easement No.2 executed by Horseshoe Bay Resort, Ltd. And HB Texas Development Partners recorded in Volume 1390, Page 37 of the Official Public Records of Llano County, Texas and Volume 1470, Page 957 of the Official Public Records of Burnet County, Texas out of a 31.82 acre remnant of 607.97 acres conveyed to Lake LBJ Investment, Corp. (current successor in title is Horseshoe Bay Resort, Ltd.) recorded in Volume 0898, Page 146 of the Official Public Records of Llano County, Texas and being out of the Nicholas Mendez Survey No. 3, Abstract No. 506 and the John Darlin Survey No. 4, (Burnet County Abstract No. 248 and Llano County Abstract No. 170). The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. () denotes record information.

Beginning at a mag nail found with washer stamped 1877 being the Southwest corner of this Easement No. 2; and the Southwest corner of said 25.00 acre remnant and the Southeast corner TRACT VI of 217.38 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas and on the North right of way line of State Highway No. 71 recorded in Volume 81, Page 614 of the Llano County Deed Records.

Thence along the West line of this Easement No. 2 and the West line of said 25.00 acre remnant, E19, N16°39'24"W, 25.00' to a computed point being the Northwest corner hereof;

Thence along the North line of this Easement No. 25' north of and parallel with said highway line, E20, N73°20'36"E, 112.30' to a computed point for an angle point hereof;

Thence along the North line of this Easement No. 2, 25' north of and parallel with said highway line in a curve to the right EC23, with a radius of 3690.93', an arc length of 567.53', a delta angle of 08°48'36", and a chord bearing and distance of N77°43'11"E, 566.98' to a computed point being the Northeast corner hereof in the East line of said 25.00 acres remnant and the West line of 85.40 acres conveyed to Tom Brown Booth et al recorded in Volume 716, Page 237 of the Official Public Records of Llano County, Texas;

Thence along the East line of this Easement No. 2, the east line of said 25.00 acres and the West line of said 85.40 acres E21, S03°39'14"W, 25.52' to a 1/2" steel stake found being the Southeast corner hereof, the Southwest corner of said 85.40 acres on the North right of way line of said State Highway No. 71;



SHEET 2 OF 3
TRACT IX

Thence along the South line of this Easement No. 2, the south line of said 25.00 acres and the North right of way line of said State Highway No. 71 the next 2 calls are as follows:

Curve to the left C18, with a radius of 3665.93', an arc length of 558.59', a delta angle of 08°43'49", and a chord bearing and distance of S77°40'48"W, 558.05' to a concrete highway monument found for an angle point hereof;

L14, S73°20'36"W, 112.31' to the Place of Beginning.

EASEMENT NO. 3

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of a 25' wide access and utility easement No.3 out of the Nicholas Mendez Survey No. 3, Abstract No. 506 being a portion of a 45.08 acres remnant of Tract VII, 270.43 acres conveyed to SW Ownership LLC, recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas North of and parallel with the North right of way line of State Highway No. 71 described as follows:

Beginning a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Southeast corner hereof, the Southeast corner of said 45.08 acres remnant and the Southwest corner of a 31.82 acre tract a remnant of 607.97 acres conveyed to Lake LBJ Investment Corporation (current successor in title is Horseshoe Bay Resort Ltd.) recorded in Volume 898, Page 146 of the Official Public Records of Llano County, Texas.

Thence along the South line of this 25' wide access and utility easement No.3, said 45.08 acre tract and the North right of way line of State Hwy No. 71 S73°20'36"W 1059.02' to a concrete monument found being an angle point hereof;

Thence along the South line of this 25' wide access and utility easement No.3, and said 45.08 acre tract and the North right of way line of State Hwy No. 71 a curve to the right C25 with a radius of 5638.72', an arc length of 286.97', a delta angle of 2°54'57", and a chord bearing and distance of S74°37'58"W, 286.94' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southwest corner hereof;

Thence along the West line of this 25' wide access and utility easement No.3, and said 45.08 acre tract N16°39'29"W 25.03' to a computed point for the Northwest corner hereof;

Thence along the North line of this 25' wide access and utility easement No.3 in a curve to the right with a radius of 5613.72', an arc length of 286.91', a delta angle of 2°55'42", and a chord bearing and distance of N74°38'20"E, 286.87' to a computed point for an angle point hereof;

Thence along the North line of this 25' wide access and utility easement No.3, N73°20'07"E 1066.60' to a computed point for the Northeast corner hereof in the East line of said 45.08 acres;

Thence with the East line this 25' wide access and utility easement No.3 and of said 45.08 acres S00°04'22"W 26.10' to the Place of Beginning.

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 17th day of August, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
 - none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a

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SHEET 3 OF 3
TRACT IX

"Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development. except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress

5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09L25417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey
11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.

 8/25/09
Donald Sherman R.P.L.S. 1877





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TRACT X

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a ALTA/ACSM Land Title Survey Plat of 40.06 acres consisting of 38.16 acres out of the Elijah G. Mercer Survey No. 3, Abstract No. 562, 1.90 acres out of the A. Murchison Survey No. 85, Abstract No. 506 being that same TRACT X of 40.06 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. () denotes record information.

Beginning at a 1/2" steel stake found being the Northwest corner of TRACT XII of 323.96 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas, on the South line of Siena Creek, Phase Two 13.69 acres a Subdivision recorded in Volume 15, Page 73 of the Llano County Plat Records and the Easterly northeast corner of said Tract X.

Thence along the East line of this Tract X and the West line of said 323.96 acres S02°00'02"E, 1168.81' to a 1/2" steel stake found with plastic cap stamped 1877 being the Northeast corner of TRACT XI of 32.14 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas;

Thence along the South line of this Tract X and the North line of said 32.14 acres N84°21'45"W, 809.34' to a 1/2" steel stake found being the Southwest corner hereof;

Thence along the West line of this Tract X and the East line of 20.00 acres conveyed to Rex A. and Latricia B. Nichols recorded in Volume 1314, Page 734 of the Official Public Records of Llano County, Texas N17°41'50"W, 667.35' to a 1/2" steel stake found for an angle point hereof;

Thence along the West line of this Tract X and the East line of said 20.00 acres N60°18'52"W, 481.76' to a 1/2" steel stake found being the Northwest corner hereof;

Thence along the North line of this Tract X and the South right of way line of R.M. Highway No. 2147 in a curve to the left C2, with a radius of 2915.24', an arc length of 302.19', a delta angle of 05°56'21", and a chord bearing and distance of N43°50'25"E, 302.05' to a concrete highway monument found for an angle point hereof;

Thence along the North line of this Tract X and the South line of said R.M. Highway No. 2147 N41°01'17"E, 351.41' to a concrete highway monument found for an angle point hereof;

Thence along the North line of this Tract X and the South line of said R.M. Highway No. 2147 in a curve to the right C3, with a radius of 1860.19', an arc length of 554.31', a delta angle of 17°04'24", and a chord bearing and distance N45°30'53"E, 552.26' to a concrete highway monument found being an angle point hereof;

Thence along the North line of this Tract X and the South line of said R.M. Highway No. 2147 N57°58'41"E, 455.51' to a 1/2" steel stake set with plastic cap stamped 1877 being the Northeast corner hereof and the Northwest corner of Siena Creek, Phase One recorded in Volume 14, Page 22 of the Llano County Plat Records;

Thence along the East line of this Tract X and the West line of said Siena Creek, Phase One with the next 8 calls are as follows:

L5, S25°10'31"E, 186.40' (S24°20'33"E, 186.19') to a 1/2" steel stake found being an angle point hereof;

Curve to the left C4, with a radius of 102.99', an arc length of 80.17', a delta angle of 44°35'59", and a chord bearing and distance of S47°25'38"E, 78.16' (S46°35'40"E, 78.16') to a 1/2" steel stake found for an angle point hereof;

L6, S69°41'13"E, 18.53' (S68°51'15"E, 18.53') to a 1/2" steel stake found being an angle point hereof;

L7, S32°11'12"W, 144.17' (S33°00'23"W, 144.18') to a 1/2" steel stake found being an angle point hereof;

L8, S01°20'56"E, 59.31' (S00°33'59"E, 59.31') to a 60d nail found being an angle point hereof being the southwest corner of said Siena Creek, Phase One and the northwest corner of said Siena Creek, Phase Two;

L9, S01°25'45"E, 145.92' (S00°38'48"E, 145.92') to a 1/2" steel stake found being an angle point hereof;

L10, S01°24'46"E, 170.64' (S00°37'49"E, 170.64') to a 1/2" steel stake found being an angle point hereof;

L11, S01°54'18"E, 142.71' (S01°07'21"E, 142.73') to a 1/2" steel stake found being an angle point hereof and being the southwest corner of said Siena Creek, Phase Two;

Thence along the North line of this Tract X and the South line of said Siena Creek, Phase Two L12, S89°28'47"E, 48.51' to the Place of Beginning.

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SHEET 2 OF 2
TRACT X
40.06 ACRES

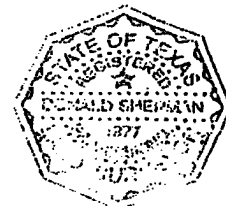
SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 31st day of July, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
 - none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
 - except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys; and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09L25417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey
11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO.- 12773 FIELD BOOK NO.- N/A OFFICE- D.WILLIS FIELD- MARTINKA

DATE 8/6/09



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TRACT XI

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a ALTA/ACSM Condition III Land Title Survey Plat of 32.14 acres consisting of 9.80 acres out of the Elijah G. Mercer Survey No. 3, Abstract No. 562, 1.18 acres out of the A Murchison Survey No. 85, Abstract No. 506 and 17.54 acres out of the Elias J. Jones Survey No. 86, Abstract No. 1473 and being that same TRACT XI of 32.14 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas. The Basis of Bearing is Texas Lambert Grid Central Zone NAD 83. () denotes record information.

Beginning at a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southeast corner of this Tract XI and the Southwest corner of TRACT XII of 323.96 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas on the North right of way line of State Highway No. 71 recorded in Volume 81, Page 473 of the Llano County Deed Records from which a concrete highway right of way monument found bears S73°21'24"E 551.61'.

Thence along the South line of this Tract XII and the North line of said State Highway No. 71 N73°21'24"W, passing a concrete highway monument found at 198.83' and at 804.77' in all to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southwest corner and the Southeast corner of a remnant of 78.907 acres conveyed to James Crownover recorded in Volume 1080, Page 318 of the Official Public Records of Llano County, Texas from which a concrete highway right of way monument found bears N73°21'24"W 953.49'.

Thence along the West line of this Tract XI and the East line of said 78.907 acres N13°29'10"E, 1032.96' to a 1/2" steel stake found for an angle point and being an ell corner of 15.7811 acres conveyed to Rex A. and Latricia B. Nichols recorded in Volume 1314, Page 758 of the Official Public Records of Llano County, Texas;

Thence along the West line of this Tract XI and the east line of said 15.7811 acres, the east line of 14.974 acre conveyed to Rex A. and Latricia B. Nichols recorded in Volume 1314, Page 758 of the Official Public Records of Llano County, Texas and the east line of 20.00 acres conveyed to Rex A. and Latricia B. Nichols recorded in Volume 1314, Page 734 of the Official Public Records of Llano County, Texas N17°41'50"W, 1165.93' to a 1/2" steel stake found being an angle point being the Northwest corner of this Tract XI and the Southwest corner of TRACT X of 40.06 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas;

Thence along the North line of this Tract XI and the South line of said 40.06 acres S84°21'45"E, 809.34' to a 1/2" steel stake found being the Northeast corner hereof and in the West line of said 323.96 acres;

Thence along the East line of this Tract XI and the West line of said 323.96 acres S02°00'02"E passing a 1/2" steel stake found at 510.48' being the northwest corner of a TRACT XIII of 1.00 acre conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas and at 719.19' passing a 1/2" steel stake found being the southwest corner of said 1.00 acre tract and at 2267.61' (2267.34') in all to the Place of Beginning.

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 31st day of July, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
the physical evidence and recorded description of all easements conform;
all improvements, including location and dimensions, are correctly depicted and are fully completed;
there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.

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SHEET 2 OF 2
TRACT XI
32.14 ACRES

except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress

5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;

6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.

7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.

8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.

9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.

10. I have received and examined a copy of the Title Insurance Commitment GF No. 09125417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey

11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.

DATE 8/6/09

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO.- 12773 FIELD BOOK NO.- N/A OFFICE- D.WILLIS FIELD- MARTINKA





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TRACT XII

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of 323.96 consisting of 151.54 acres out of the A. Murchison Survey No. 85, Abstract No. 506, and 172.42 acres out of the George Bratton Survey No. 83, Abstract No. 81 and being that same TRACT XII of 323.96 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. () denotes record information.

Beginning at a 1/2" steel stake found being the Northwest corner of this Tract XII, on the South line of a Siena Creek, Phase Two 13.69 acres recorded in Volume 15, Page 73 of the Llano County Plat Records and the Easterly northeast corner TRACT X of 40.06 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas.

Thence along the South line of said Siena Creek, Phase Two and the North line of this Tract XII the next 2 calls are as follows:

S89°28'47"E, 1324.01' to a 1/2" steel stake found being an angle point hereof;

L1, S88°37'33"E, 72.85' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being an angle point herein and the southeast corner of said Siena Creek, Phase Two and the Southwest corner of a TRACT III of 0.69 acre conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas;

Thence along the North line of this Tract XII and the South line of said 0.69 acre the next 5 calls are as follows:

L2, N89°57'59"E, 155.69' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S89°27'24"E, 379.15' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S89°29'04"E, 645.28' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S89°26'07"E, 702.77' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S89°22'54"E, 469.10' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Northeast corner hereof and being an ell corner of said 0.69 acre;

Thence along the East line of this Tract XII and the West line of said 0.69 acre the next 4 calls are as follows:

L3, S02°14'32"E, 293.93' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S02°18'10"E, 626.75' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

L4, S12°00'45"E, 146.81' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

S02°20'44"E, 1303.89' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being an ell corner of said 0.69 acre, Northwest corner of TRACT VIII of 55.34 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas and an angle point hereof;

Thence along the East line of this Tract XII and the West line of said 55.34 acres S01°24'55"E, 1567.28' to a 1/2" steel stake found being the Southeast corner hereof and the southwest corner of said 55.34 acres on the North right of way line of State Highway No. 71 recorded in Volume 81, Page 473 of the Llano County Deed Records with a tie to a concrete highway monument which bears S84°41'01"E, 160.40';

Thence along the South line of this Tract XII and the North right of way line of said State Highway No. 71 the next 3 calls are as follows:

N84°41'01"W passing a concrete highway monument found at 1939.27' and at 2548.42' in all to a concrete highway monument found for an angle point hereof;

Curve to the right C1, with a radius of 3730.04', an arc length of 736.64', a delta angle of 11°18'55", and a chord bearing and distance of N79°02'36"W, 735.45' to a concrete highway monument found for an angle point hereof;

N73°21'24"W, 551.61' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southwest corner hereof and the Southeast corner of TRACT XI of 32.14 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas;



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PAGE 2 OF 3
TRACT XII
323.96 ACRES

Thence along the West line of this Tract XII and the East line of said 32.145 acre N02°00'02"W, 1548.42' to a 1/2" steel stake being the Southwest corner of TRACT XIII of 1.00 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas;

Thence along the North line of this Tract XII and the South line of said 1.00 acre tract L15, N87°59'58"E, 208.71' to a 1/2" steel stake found for an angle point hereof;

Thence along the West line of this Tract XII and the East line of said 1.00 acre tract L14, N02°00'02"W, 208.71' to a 1/2" steel stake found for an angle point hereof;

Thence along the South line of this Tract XII and the North line of said 1.00 acre tract L13, S87°59'58"W, 208.71' to a 1/2" steel stake found for an angle point hereof in the east line of said 32.14 acres;

Thence along the West line of this Tract XII the East line of said 32.14 acres and said 40.06 acres N02°00'02"W passing a 1/2" steel stake found at 510.48' being the northeast corner of said 32.14 acres and the Southeast corner of said 40.06 acres and at 1679.29' in all to the Place of Beginning.

INCLUDING:

26.13 acres out of 44.30 acres platted as SKYWATER OVER HORSESHOE BAY PLAT NO. 4.1 a subdivision in Llano County, Texas, according to plat recorded in Volume 18, Page 20 of the Llano County Plat Records.

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 31st day of July, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the improvements which border such easements and right-of-way.
4. Except as otherwise shown:
the physical evidence and recorded description of all easements conform;
all improvements, including location and dimensions, are correctly depicted and are fully completed;
there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09L25417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey



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PAGE 3 OF 3
TRACT XII
323.96 ACRES

11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.

DATE 8/6/09

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO.- 12773 FIELD BOOK NO.- N/A OFFICE- D.WILLIS FIELD- MARTINKA



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TRACT XIII

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of 1.00 acre consisting of 0.66 acres out of the A. Murchison Survey No. 85, Abstract No. 506 and 0.34 acres out of the George Bratton Survey No. 83, Abstract No. 81 and being that same TRACT XIII of 1.00 acre conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas. The Basis of Bearing for this survey is Texas Lambert Grid, Central Zone, NAD 83. () denotes record information.

Beginning at a 1/2" steel stake found being the Southwest corner of this Tract XIII on the common line of TRACT XI of 32.14 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas and in the West line of TRACT XII of 323.96 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas with a tie to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the southwest corner of said 324.863 acres in the north right of way line of State Highway No. 71 which bears S02°00'02"E, 1548.42'.

Thence along the West line of this Tract XIII and the East line of said 32.14 acres L16, N02°00'02"W, 208.71' to a 1/2" steel stake found being the Northwest corner hereof;

Thence along the North line of this Tract XIII and the South line of said 323.96 acres L13, N87°59'58"E, 208.71' to a 1/2" steel stake found being the Northeast corner hereof;

Thence along the East line of this Tract XIII and the West line of said 323.96 acres L14, S02°00'02"E, to a 1/2" steel stake found for the Southeast corner hereof;

Thence along the South line of this Tract XIII and the North line of said 323.96 acres L15, S87°59'58"W, 208.71' to the Place of Beginning.

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 31st day of July, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
the physical evidence and recorded description of all easements conform;
all improvements, including location and dimensions, are correctly depicted and are fully completed;
there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09125417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey

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PAGE 2 OF 2
TRACT XIII
1.00 ACRE

11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.

DATE 8/6/09

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877

JOB NO. 12773

FIELD BOOK NO. N/A

OFFICE- D. WILLIS

FIELD- MARTINKA



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TRACT XIV

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of a 10.30 acres portion of 31.82 acres remnant of 607.97 acres conveyed to Lake LBJ Investment, Corp. (current successor in title is Horseshoe Bay Resort, Ltd.) recorded in Volume 0898, Page 146 of the Official Public Records of Llano County, Texas and consisting of 0.13 acres out of the Nicholas Mendez Survey No. 3, Abstract No. 506 and 10.17 acres out of the John Darlin Survey No. 4, Abstract No. 170 Llano County, Texas.. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. () denotes record information.

Beginning at 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Southeast corner of this 10.30 acres remnant in the North right of way line of State Highway No. 71 recorded in Volume 81, Page 614 of the Llano County Deed Records being the Southwest corner of TRACT VI of 217.38 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas.

Thence along the North right of way line of said State Highway No. 71 and the South line of said 31.82 acre remnant S73°20'36"W, 317.08' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southwest corner hereof;

Thence along the West line of this 10.30 acres N01°36'22"W passing through a mag nail found with waster stamped 1877 being the Southeast corner 5.19 acres conveyed to Lake LBJ Investment Corporation recorded in Volume 1007, Pg. 187 of the Official Public Records of Llano County, Texas at 1039.83' and at 1425.80' in all to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Northwest corner hereof and being an ell corner in said TRACT VI;

Thence along the North line of this 10.30 acres S89°55'38"E, 345.43' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Northeast corner hereof also being another ell corner of said TRACT VI;

Thence along the East line of this and the West line of said TRACT IV S00°04'22"W, 1333.91' to the Place of Beginning.

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 17th day of August, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
 - none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
 - except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.

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SHEET 2 OF 2
TRACT XIV
10.30 ACRES

9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment OF No. 09L25417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey
11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.

Donald Sherman 8/20/09

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO.- 12773 FIELD BOOK NO.- N/A OFFICE- D.WILLIS FIELD- N/A



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TRACT XV

STATE OF TEXAS:
COUNTY OF LLANO:
COUNTY OF BURNET:

Field notes to accompany an ALTA/ACSM Land Title Survey Plat of a 25.00 acre portion of 607.97 acres conveyed to Lake LBJ Investment, Corp. (current successor in title is Horseshoe Bay Resort, Ltd.) recorded in Volume 0898, Page 146 of the Official Public Records of Llano County, Texas and being out of the John Darlin Survey No. 4, (Burnet County Abstract No. 248 and Llano County Abstract No. 170) and also consisting of approximately 14.24 acres out of Burnet County and 10.76 acres out of Llano County. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. () denotes record information.

Beginning at a mag nail with washer found stamped 1877 being the Southwest corner of this 25.00 acres, the Southeast corner of TRACT VI of 217.38 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas in the North right of way line of State Highway No. 71 recorded in Volume 81, Page 614 of the Llano County Deed Records.

Thence along the West line of this 25.00 acre tract and the East line of said 217.38 acres the next 3 calls are as follows:

L15, N16°39'24"W, 351.33' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Curve to the right C19, with a radius of 1200.00', an arc length of 562.89', a delta angle of 26°52'34", and a chord bearing and distance of N03°13'07"W, 557.75' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

N10°13'10"E, 559.91' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the North line of this 25.00 acres and the South line of said 217.38 acres in a curve to the left C20, with a radius of 150.00', an arc length of 81.26', a delta angle of 31°02'24", and a chord bearing and distance of N65°13'42"E, 80.27' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the North line of this 25.00 acres and the South line of said 217.38 acres S86°20'46"E, 695.90' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point being the Northeast corner and in the West line of 85.40 acres conveyed to Tom Brown Booth recorded et al in Volume 716, Page 237 of the Official Public Records of Llano County, Texas;

Thence along the East line of this 25.00 acres and the West line of said 85.40 acres S03°39'14"W, 1285.11' to a 1/2" steel stake found for an angle point being the Southeast corner hereof and the Southwest corner of said 85.40 acres and in the North right of way line of said State Highway No. 71;

Thence along the South line of this 25.00 acres and the North line of said State Highway No. 71 in a curve to the left C18, with a radius of 3665.93', an arc length of 558.59', a delta angle of 08°43'49", and a chord bearing and distance of S77°40'48"W, 558.05' to a concrete highway monument found for an angle point hereof;

Thence along the South line of this 25.00 acres and the North line of said State Highway No. 71, L14, S73°20'36"W, 112.31' to the Place of Beginning.

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 17th day of August, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and

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SHEET 2 OF 2
TRACT XV
25.00 ACRES

- none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
 - except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
 6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
 7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
 8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
 9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
 10. I have received and examined a copy of the Title Insurance Commitment GF No. 09125417 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey
 11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.

8/20/09

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO.- 12773 FIELD BOOK NO.- N/A OFFICE- D.WILLIS FIELD- N/A



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TRACT XVI

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a ALTA/ASCM Land Title Survey Plat of Tract XVI, a 0.83 acre Taxiway Easement out of the Nicholas Mendez Survey No. 3, Abstract No. 506 and being out of 5.19 acres conveyed to Lake LBJ Investment, Corporation (current successor in title is Horseshoe Bay Resort, Ltd.) recorded in Volume 1007, Page 187 of the Official Public Records of Llano County, Texas and being out of Tract RR-2, 68.65 acres Horseshoe Bay Plat No. 59.3 recorded in Volume 12, Page 11 of the Llano County Plat Records conveyed to Lake LBJ Investment, Corporation (current successor in title is Horseshoe Bay Resort, Ltd.) recorded in Volume 197, Page 79 of the Llano County Deed Records. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southeast corner hereof, in the East line of said 5.19 acres and the West line of Tract IV 217.38 acres conveyed to SW OWNERSHIP LLC, recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas with a tie to a mag nail found with washer which bears S01°36'22"E, 409.63' being the Southeast corner of said 5.19 acres and a tie to a 1/2" steel stake found which bears S87°18'56"W, 627.08' from said mag nail with washer found being the Southwest corner of said Tract RR-2.

Thence along the South line of this Tract XVI N89°52'40"W, 364.04' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southwest corner hereof.

Thence along the West line of this Tract XVI N00°00'44"E, 100.02' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Northwest corner hereof.

Thence along the North line of this Tract XVI S89°52'27"E, 361.21' to a mag nail set with washer stamped 1877 being the Northeast corner hereof;

Thence along the East line of this Tract XVI, the East line of said 5.19 acres and the West line of said 217.38 acres S01°36'22"E, 100.05' to the Place of Beginning.

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 17th day of August, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
 - none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
 - except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.

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TRACT XVI
 SHEET 2 OF 2

8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09L25127 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey.
11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.

Donald Sherman 8/20/09
 Donald Sherman R.P.L.S. 1877



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TRACT XVII

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a ALTA/ASCM Land Title Survey Plat of Tract XVII Portal Easement No. 1, 0.19 acres out of the Madison Putnam Survey No. 672, Abstract No. 587 and being out of 8.57 acres conveyed to HB Skywater Village, LP. recorded in Volume 1437, Page 211 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Northeast corner hereof, the Northwest corner of Tract I 678.00 acres conveyed to SW OWNERSHIP LLC. recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas, the Northeast corner of a 0.67 acre 20' wide Utility Easement recorded in Volume 1270, Page 650 of the Official Public Records of Llano County, Texas, the Northwest corner of Shoreline View a variable width right of way recorded in Skywater over Horseshoe Bay Plat No. 1.1, Volume 16, Page 98 of the Llano County Plat Records, the Northwest corner of a Easement Agreement to Horseshoe Bay Resort, Ltd. recorded in Volume 1333, Page 158 amended in Volume 1387, Page 583 of the Official Public Records of Llano County, Texas, the Northeast corner of said 8.57 acres and in the South right of way line of R.M. Highway No. 2147.

Thence along the East line of this Tract XVII Portal Easement No. 1, the West line of said Shoreline View and the West line of said Easement Agreement the next 3 calls to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 are as follows:

Thence, L5, S17°59'25"E, 54.66';

Thence along a curve to the right, C6, with an arc length of 426.16', a radius of 271.30', a delta angle of 90°00'05", and a bearing and distance of S27°00'37"W, 383.68';

Thence along a curve to the left, C7, with an arc length of 19.18', a radius of 305.00', a delta angle of 03°36'13", and a bearing and distance of S70°12'33"W, 19.18' being the Southeast corner hereof;

Thence along the South line of this Tract XVII Portal Easement No. 1, L6, N21°35'33"W, 10.00' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southwest corner hereof;

Thence along the West line of this Tract XVII Portal Easement No. 1 the next 5 calls to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 are as follows:

Thence along a curve to the right, C8, with an arc length of 19.81', a radius of 315.00', a delta angle of 03°36'13"; and a bearing and distance of N70°12'33"E, 19.81';

Thence along a curve to the left, C9, with an arc length of 410.46', a radius of 261.30', a delta angle of 90°00'05", and a bearing and distance of N27°00'38"E, 369.54';

Thence, L7, N17°59'25"W, 29.41';

Thence along a curve to the left, C10, with an arc length of 137.47', a radius of 1835.38', a delta angle of 04°17'30", and a bearing and distance of S68°18'15"W, 137.44';

Thence, L8, N23°50'31"W, 25.00' being the Northwest corner hereof in the South right of way line of said R.M. Highway No. 2147, the North line of said 8.57 acres and the North line of said 20' wide Utility Easement;

Thence along the North line of this Tract XVII Portal Easement No. 1, the North line of said 8.57 acres and the South right of way line of said R.M. Highway No. 2147 along a curve to the right, C5, with an arc length of 150.03', a radius of 1860.38', a delta angle of 04°37'14", and a bearing and distance of N68°28'07"E, 149.99' to the Place of Beginning.

Tract XVII Portal Easement No. 2

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a ALTA/ASCM Land Title Survey Plat of Tract XVII Portal Easement No. 2, 0.20 acres out of the Madison Putnam Survey No. 672, Abstract No. 587 and being out of 34.48 acres conveyed to HB Skywater Village, LP. recorded in Volume 1437, Page 211 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Northwest corner hereof, the Northwest corner of a 0.01 acre Utility Easement recorded in Volume 1270, Page 650 of the Official Public Records of Llano County, Texas, the Northwest corner of a 0.15 acre Utility Easement recorded in Volume 1350, Page 712 of the Official Public Records of Llano County, Texas, the Northwest corner of said 34.48 acres, the Northeast corner of Tract I 678.00 acres conveyed to SW OWNERSHIP LLC. recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas, the Northeast corner of Shoreline View a variable width right of way recorded in Volume 16, Page 98 of the Llano County Plat Records, the



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(830) 693-3566 FAX (830) 693-5362

TRACT XVII
SHEET 2 OF 3

Northeast corner of a Easement Agreement to Horseshoe Bay Resort, Ltd recorded in Volume 1333, Page 158 amended in Volume 1387, Page 583 of the Official Public Records of Llano County, Texas and in the South right of way line of R.M. Highway No. 2147.

Thence along the North line of this Tract XVII Portal Easement No. 2, the North line of said 34.48 acres along a curve to the right, C1, with an arc length of 150.04', a radius of 1860.38', a delta angle of 04°37'15", and a bearing and distance of N75°33'10"E, 150.00' to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Northeast corner hereof;

Thence along the East line of this Tract XVII Portal Easement No. 2 the next 4 calls to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877 are as follows:

Thence, L1, S12°08'11"E, 25.00';

Thence along a curve to the left, C2, with an arc length of 137.48', a radius of 1835.38', a delta angle of 04°17'31", and a bearing and distance of S75°43'02"W, 137.45';

Thence, L2, S17°59'25"E, 29.41';

Thence along a curve to the right, C3, with an arc length of 458.02', a radius of 361.30', a delta angle of 72°37'59", and a bearing and distance of S18°19'35"W, 427.96' being the Southeast corner hereof;

Thence along the South line of this Tract XVII Portal Easement No. 2, L3, N35°21'26"W, 10.00' to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southwest corner hereof in the West line of said 34.48 acres, the East line of said Shoreline View, the East line of said 678.00 acres and the East line of said Easement Agreement;

Thence along the West line of this Tract XVII Portal Easement No. 2, the West line of said 34.48 acres, the East line of said Shoreline View, the East line of said 678.00 acres and the East line of said Easement Agreement the next 2 calls to a 1/4" steel stake set with plastic cap stamped R.P.L.S. 1877 are as follows:

Thence along a curve to the right, C4, with an arc length of 445.34', a radius of 351.30', a delta angle of 72°37'59", and a bearing and distance of N18°19'35"E, 416.11';

Thence, L4, N17°59'25"W, 54.66' to the Place of Beginning.

SURVEYOR'S CERTIFICATE

TO: INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, and its successors and/or assigns, SW OWNERSHIP LLC, a Delaware limited liability company, CENTRAL TEXAS LAND TITLES, INC., as agent for First American Title Insurance Company.

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas do hereby certify:

1. I made a survey of the subject property and improvements on the 17th day of August, 2009.
2. This survey correctly represents the property and all improvements thereon.
3. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company named above (with reference to recording data) and the distance therefrom of the Improvements which border such easements and right-of-way.
4. Except as otherwise shown:
 - the physical evidence and recorded description of all easements conform;
 - all improvements, including location and dimensions, are correctly depicted and are fully completed;
 - there are no encroachments, rights-of-way across the subject property, party walls, protrusions onto adjoining properties or streets by any improvements located on the subject property, or encroachments on the subject property by improvements located on adjoining property;
 - there are no streams, rivers, springs, ponds, lakes, ditches or drains located on, bordering on, or running through the subject property; and
 - none of the subject property lies within flood hazard areas in accordance with any maps entitled: "Flood Insurance Rate Map", "Flood Hazard Floodway Boundary Map", "Flood Hazard Boundary Map" or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency or a "Flood Hazard Boundary Map" published by the U.S. Department of Housing and Urban Development.
 - except as shown hereon, the subject property does not serve any adjoining premises for drainage, utilities, or ingress and egress
5. There are no gaps, gores, or overlaps between parcels, roads, highways, streets, or alleys and all parcels that comprise the subject property are contiguous. The boundary line dimensions as shown on the plat of survey form a mathematically closed figure;

Willis - Sherman Associates, Inc.



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TRACT XVII
SHEET 3 OF 3

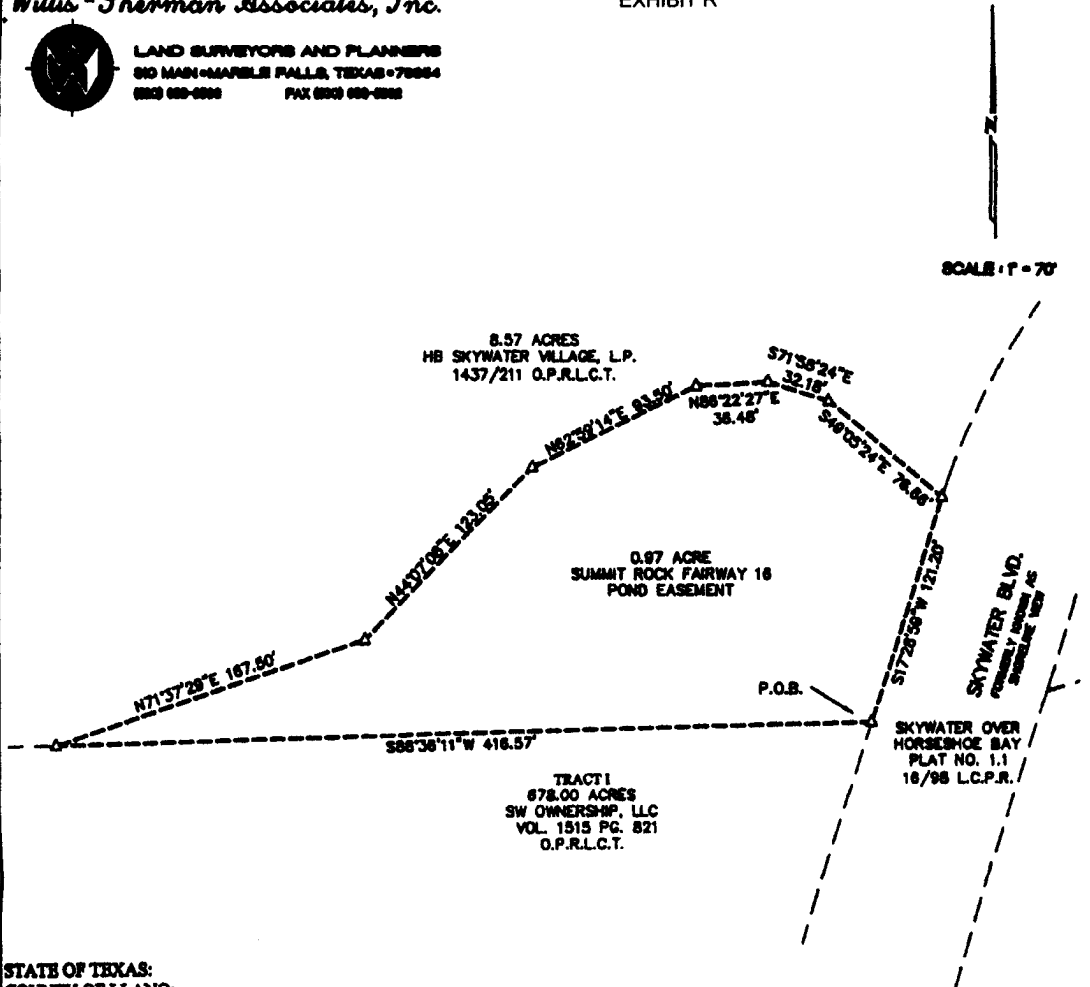
6. The subject property has access to and from a dedicated public roadway, and all public roads, highways, streets, and alleys running adjacent to or upon the subject premises are shown.
7. All physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description.
8. There are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description of the subject property.
9. This survey was actually made on the ground as per record description furnished by the title insurance company and is true and correct.
10. I have received and examined a copy of the Title Insurance Commitment GF No. 09125127 issued by the respective title insurer for the subject property as well as a copy of each instrument listed therein, and the location of any matter shown thereon, listed under Schedule "B" to the extent it can be located, has been shown on this survey
11. This survey conforms with and was made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPC in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a)(b), 13, 14, 15, 16, 17 and 18 of Table A thereof, and (ii) pursuant to the Accuracy Standards for ALTA/ACSM Land Title Surveys as adopted by ALTA, ACSM and NSPS and in effect on the date of this Certification, the Positional Uncertainties resulting from the survey measurements made on this survey do not exceed the allowable Positional Tolerance.


Donald Sherman R.P.L.S. 1877





LAND SURVEYORS AND PLANNERS
510 MAIN - MARBLE FALLS, TEXAS 75864
(817) 682-6200 FAX (817) 682-6202



STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a Survey Plat of a 0.97 acre Summit Rock Fairway 16 Pond Easement out of the Madison Putnam Survey No. 672, Abstract No. 587 and being out of 8.57 acres conveyed to HB Skywater Village L.P. recorded in Volume 1437, Page 211 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. Distances shown are grid distances. Surface distances can be obtained using a surface adjustment factor of 1.00012. () denotes record information.

Beginning at a computed point being the Southeast corner of this 0.97 acre Pond Easement in the West right of way line of Skywater Blvd. (formerly known as Shoreline View) Skywater over Horseshoe Bay Plat No. 1.1 recorded in Volume 16, Page 98 of the Llano County Plat Records also being in the Southeast corner of said 8.57 acres and the North line of Tract I 678.00 acre conveyed to SW Ownership, L.L.C. recorded in Volume 1515 Page 821 Official Public Records of Llano County, Texas (O.P.R.L.C.T.).

Thence along the South line of this 0.97 acre Pond Easement and the South line of said 8.57 acres and the North line of said Tract I 678.00 acre S88°36'11"W 416.57' to a computed point being the Southwest corner hereof.

Thence along the North line of this 0.97 acre Pond Easement with the next 6 calls as follows.

N71°37'29"E 167.50' to a computed point. N44°07'08"E 123.05' to a computed point. N62°39'14"E 93.50' to a computed point.

N86°22'27"E 36.48' to a computed point. S71°58'24"E 32.18' to a computed point.

S49°05'24"E 76.66' to a computed point being the Northeast corner hereof and the West right of way line of Skywater Blvd.

Thence along the East line of this 0.97 acre Pond Easement and the West right of way line of said Skywater Blvd. S17°28'59"W 121.20' to the place of beginning.

VOL. 1523 PAGE 4306



I HEREBY CERTIFY THAT FIELD NOTES HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT ALL CORNERS ARE AS DESCRIBED HEREIN.

SURVEY WAS MADE FOR THE BENEFIT OF SW OWNERSHIP, L.L.C.

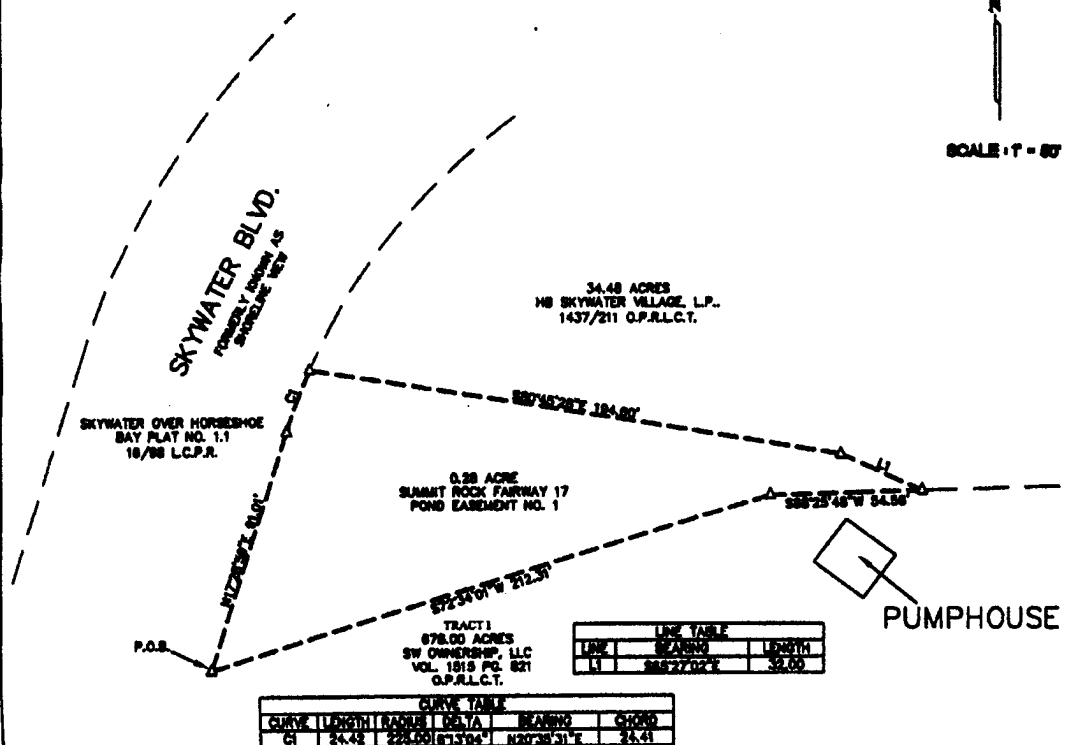
DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 18877
OFFICE - J. CRALEY

DATE 6/25/10



LAND SURVEYORS AND PLANNERS
810 MAIN • MARBLE FALLS, TEXAS • 75664
(817) 692-0200 FAX (817) 692-0202

SCALE: 1" = 60'



STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a Survey Plat of a 0.28 acre Summit Rock Fairway 17 Pond Easement No. 1 out of the Madison Putnam Survey No. 672, Abstract No. 587 and being out of 34.48 acres conveyed to HB Skywater Village L.P. recorded in Volume 1437, Page 211 of the Official Public Records of Llano County, Texas. The base of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. Distances shown are grid distances. Surface distances can be obtained using a surface adjustment factor of 1.00012. () denotes record information.

Beginning at a computed point being the Southwest corner of this 0.28 acre Pond Easement in the East right of way line of Skywater Blvd. (formerly known as Shoreline View) Skywater over Horseshoe Bay Plat No. 1.1 recorded in Volume 16, Page 98 of the Llano County Plat Records also being in the Southwest corner of said 34.48 acres and the North line of Tract I 678.00 acre conveyed to SW Ownership, Llc. recorded in Volume 1515 Page 821 Official Public Records Llano County Texas (O.P.R.L.C.T.).

Thence along the West line of this 0.28 acre Pond Easement and the East right of way line of said Skywater Blvd. N17°28'59"E 91.01' to a computed point being an angle point hereof.

Thence along the West line of this 0.28 acre Pond Easement and the East right of way line of said Skywater Blvd. with a curve to the right C1, with a radius of 225.00', an arc length of 24.42', a delta angle of 06°13'04", and a chord bearing and distance of N20°35'31"E, 24.41' to a computed point being the Northwest corner hereof.

Thence along the North line of this 0.28 acre Pond Easement S80°45'28"E 194.60' to a computed point being an angle point hereof.

Thence along the North line of this 0.28 acre Pond Easement L1 S65°27'02"E 32.00' to a computed point being the Southeast corner hereof also being a point in the South line of said 34.48 acres and in the North line of said Tract I 678.00 acre.

Thence along the South line of this 0.28 acre Pond Easement and the South line of said 34.48 acres and the North line of said Tract I 678.00 acre S86°25'48"W 54.56' to a computed point being an angle point hereof.

Thence along the South line of this 0.28 acre Pond Easement and the South line of said 34.48 acres and the North line of said Tract I 678.00 acre S72°34'01"W 212.31' to the place of beginning.



I HEREBY CERTIFY THAT FIELD NOTES HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT ALL CORNERS ARE AS DESCRIBED HEREON.

THIS SURVEY WAS MADE FOR THE BENEFIT OF SW OWNERSHIP, LLC.

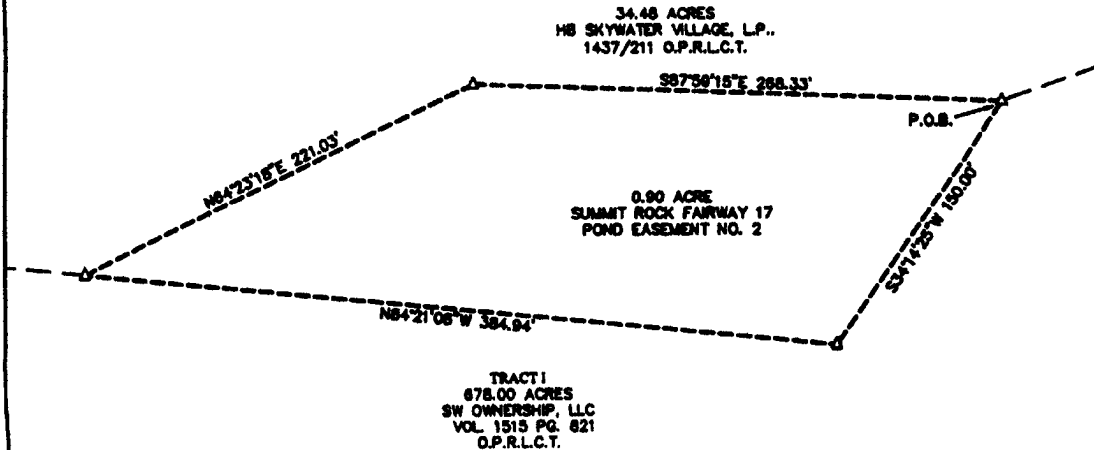
DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
OFFICE - J. CRAILEY

DATE 6/25/10



LAND SURVEYORS AND PLANNERS
600 MAIN • MARPLE FALLS, TEXAS • 75064
(936) 690-0200 FAX (936) 690-0202

SCALE = 1" = 70'



STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a Survey Plat of a 0.90 acre Summit Rock Fairway 17 Pond Easement No. 2 out of the Madison Putnam Survey No. 672, Abstract No. 587 and being out of 34.48 acres conveyed to HB Skywater Village L.P. recorded in Volume 1437, Page 211 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. Distances shown are grid distances. Surface distances can be obtained using a surface adjustment factor of 1.00012. () denotes record information.

Beginning at a computed point being the Northeast corner of this 0.90 acre Pond Easement and also being an angle point in the South line of said 34.48 acres also being an angle point in the North line of Tract I 678.00 acres conveyed to SW Ownership, Llc recorded in Volume 1515 Page 821 Official Public Records of Llano County, Texas (O.P.R.L.C.T.).

Thence along the East line of this 0.90 acre Pond Easement and the South line of said 34.48 acres and the North line of said Tract I 678.00 acres S34°14'25"W 150.00' to a computed point being the Southeast corner hereof.

Thence along the South line of this 0.90 acre Pond Easement and the South line of said 34.48 acres and the North line of said Tract I 678.00 acres N84°21'08"W 384.94' to a computed point being the Southwest corner hereof.

Thence along the North line of this 0.90 acre Pond Easement N64°23'18"E 221.03' to a computed point being the Northwest corner hereof.

Thence along the North line of this 0.90 acre Pond Easement S87°59'15"E 268.33' to the place of beginning.




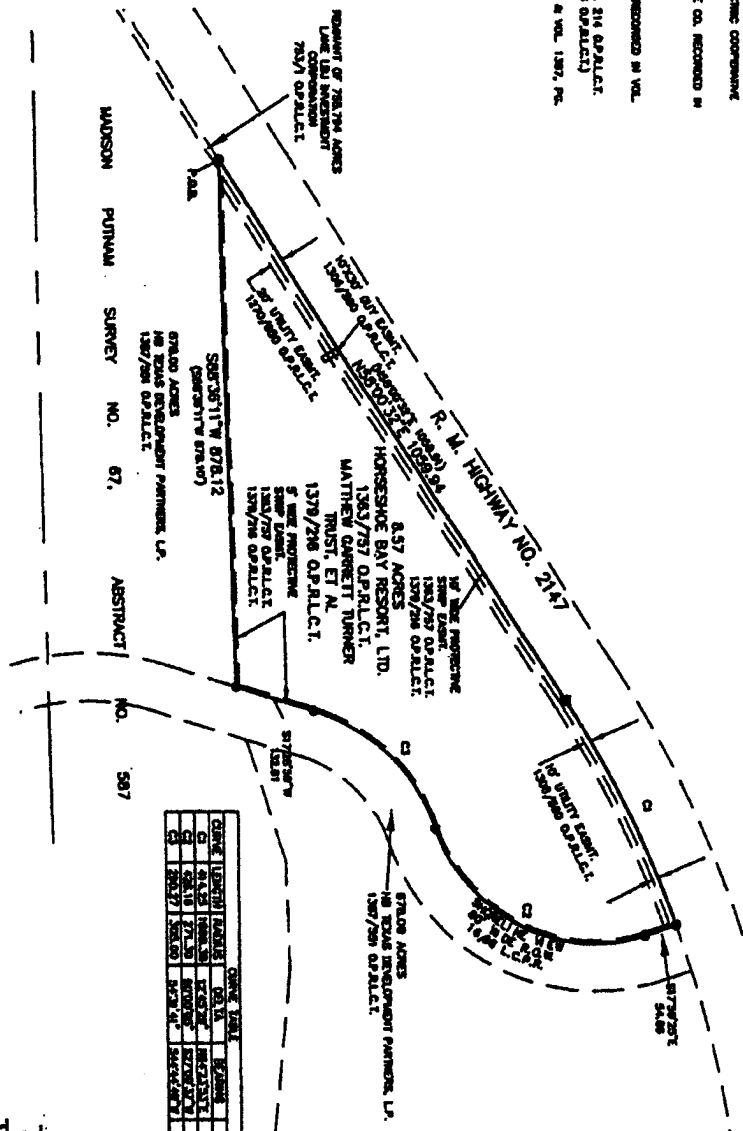
I HEREBY CERTIFY THAT FIELD NOTES HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT ALL CORNERS ARE AS DESCRIBED HEREON.

THIS SURVEY WAS MADE FOR THE BENEFIT OF SV OWNERSHIP, LLC.

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOS. NO. 18872 OFFICE - J. FRAILY FIELD - J. MARTINKA

DATE 6/25/10

Willis-Torres & Associates, Inc.

 LAND SURVEYORS AND PLANNERS
 600 MAINWAY, FORT WORTH, TEXAS 76104
 (817) 335-4000 FAX (817) 335-4002

[illegible]

DATE _____



TITLE SURVEY PLAT
TO ACCOMPANY FIELD
NOTES OF 8.57 ACRES
OUT OF THE
MADISON PUTNAM
SURVEY NO. 67,
ABSTRACT NO. 587
LLAND COUNTY,
TEXAS

CHINESE TABLE			
CHINESE	LIBRARY	NUMBER	DATE
C1	414.25	1000.25	10/25/2007
C2	428.10	271.20	10/25/2007
C3	200.27	200.00	10/25/2007

THE PROPERTY SHOW HAZARD IS UNDER CONTROL. THE AREA IS RESTORED TO BE OFFICE. THE 500-YD FLOOD PLUM, AS SHOWN ON URBAN CORRECTION MAP NO. 41733 (GROSS RENT) SUPERSEDES, IS, 1961).

LEGEND:

SCALE: 1 - 200

OFFICE D.WALLS FIELD J.MARTINAKA	JOB NO. 12368 FIELD BOOK NO. N/A
-------------------------------------	-------------------------------------

Willis - Sherman Associates, Inc.

LAND SURVEYORS AND PLANNERS
310 MAIN • MARBLE FALLS, TEXAS • 78654
(830) 693-3566 FAX (830) 693-5382

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a Title Survey plat of 8.57 acres out of the Madison Putman Survey No. 67, Abstract No 587 of Llano County, Texas, and being that same 8.57 acres conveyed to Horseshoe Bay Resort, Ltd., in Volume 1363, Page 560 and an undivided 1/3 interest of same conveyed to Matthew Garrett Turner Trust, et al in Volume 1379, Page 216 of the Llano County Official Records of Real Property, Llano County, Texas.

Beginning at a ½ inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877, in the South line of R. M. Highway No. 2147 for the West corner of said 8.57 acres also being a North corner of that certain 678.00 acres conveyed to HB Texas Development Partners, LP in Volume 1387, Page 551 of the Llano County Official Records of Real Property, from which point a concrete highway monument found bears South 58 degrees 00 minutes 32 seconds West 2185.92 ft.,

Thence with the South line of said R. M. Highway No. 2147 and the North line of said 8.57 acres, North 58 degrees 00 minutes 32 seconds East 1059.91 ft. (1059.94 ft.), a concrete highway monument found therein for the beginning point of a curve to the right,

Thence continuing with the South line of said R.M. Highway No. 2147 and the North line of said 8.57 acres and said curve to the right C1, the radius of which is 1860.38 ft., through a delta angle of 12 degrees 45 minutes 31 seconds, an arc of 413.41 ft, and a chord bearing and distance of North 64 degrees 23 minutes 54 second East 413.41 ft., a ½ inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877, for the Northeast corner of said 8.57 acres also being the Northwest corner of Shoreline View, an 80' wide right of way shown on the plat of Skywater Over Horseshoe Bay, Plat No. 1.1 recorded in Volume 16, Page 98 of the Llano County Plat Records also being a North corner of said 678.00 acres conveyed to HB Texas Development Partners, LP,

Thence with the West line of said Shoreline View and said 678.00 acres, and the East line of said 8.57 acres South 17 degrees 59 minutes 25 seconds East 54.66 ft, a ½ inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 for the beginning point of a curve to the right,

Thence continuing with the West line of said Shoreline View and said 678.00 acres, and the East line of said 8.57 acres and said curve to the right C2, the radius of which is 271.30 ft., through a delta angle of 90 degrees 00 minutes 05 seconds, an arc of 426.17 ft, and a chord bearing and distance of South 27 degrees 00 minutes 38 seconds West 383.69 ft, a ½ inch steel stake set with plastic surveyor cap stamped R.P.L.S. No. 1877 for the end point of said curve to the right in the East line of said 8.57 acres, and also being the beginning point of a curve to the left,

Thence continuing with the West line of said Shoreline View and said 678.00 acres, and the East line of said 8.57 acres and said curve to the left C3, the radius of which is 305.00 ft, through a delta angle of 54 degrees 31 minutes 41 seconds, an arc of 290.27 ft, and a chord bearing and distance of South 44 degrees 44 minutes 50 seconds West 279.44 ft, a ½ inch steel stake set with plastic surveyor cap stamped R.P.L.S. No. 1877 for the end point of said curve to the left.

Thence continuing with the West line of said Shoreline View and said 678.00 acres, and the East line of said 8.57 acres South 17 degrees 28 minutes 59 seconds West 132.61 ft, a 1/2 inch steel stake set with plastic surveyor cap stamped R.P.L.S. No. 1877 for the Southeast corner of said 8.57 acres,

Thence with the South line of said 8.57 acres and the North line of said 678.00 acres, South 88 degrees 36 minutes 11 seconds West 878.12 ft (878.10ft.), to the place of beginning.

I HEREBY CERTIFY THAT THE FIELD NOTES HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT ALL CORNERS ARE AS DESCRIBED HEREON.

THIS SURVEY WAS MADE FOR THE BENEFIT OF HB SKYWATER VILLAGE, L.P., A DELAWARE LIMITED PARTNERSHIP AND CHICAGO TITLE INSURANCE COMPANY, GF NO. 07L24018



Donald Sherman DATE *7/27/07*
DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO. 12368 OFFICE: D. WILLIS FIELD: J. & T. MARTINKA

Willis - Sherman Associates, Inc.

LAND SURVEYORS AND PLANNERS
310 MAIN • MARBLE FALLS, TEXAS • 78654
(830) 693-3566 FAX (830) 693-3562

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a Title Survey plat of 34.48 acres of land consisting of 33.36 acres out of the Madison Putnam Survey No. 67 Abstract No. 587 and 1.12 acre out of the Nicholas Mendez Survey No. 3, Abstract No. 506, and being that same 34.48 acres conveyed to Horseshoe Bay Resort, Ltd., in Volume 1363, Page 560 and an undivided 1/3 interest of same conveyed to Matthew Garrett Turner Trust, et al in Volume 1379, Page 216 of the Llano County Official Records of Real Property, Llano County, Texas.

Beginning at a 1/2 inch steel stake found in the South line of R.M. Highway No. 2147, for the Northeast corner of said 34.48 acres also being the Northwest corner of that certain 6.005 acre Tract 3 conveyed to LCRA in Volume 173, Page 740 of the Llano County Deed Records,

Thence with the East line of said 34.48 acres and the West line of said LCRA tract, L2, South 15 degrees 11 minutes 36 seconds East 360.24 ft, a 1/2 inch steel stake found for an angle point hereof in the North line of that certain 34.545 acres conveyed to Glenn Salem, Trustee in Volume 527, Page 321 of the Llano County Official Records of Real Property, L3, South 49 degrees 25 minutes 54 seconds West 94.23 ft, a 1/2 inch steel stake found for an angle point hereof also being the Northwest corner of said Salem tract, and L4, South 40 degrees 52 minutes 12 seconds East 244.81 ft. (South 40 degrees 40 minutes 54 seconds East 244.83 ft), a 1/2 inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 for the Southeast corner of said 34.48 acres in the West line of said Salem tract also being the Northeast corner of that certain 0.36 acres tract conveyed to HB Texas Development Partners, LP in Volume 1387, Page 551 of the Llano County Official Records of Real Property,

Thence with the South line of said 34.48 acres L5, South 48 degrees 12 minutes 46 seconds West at 5.00 ft. passing a 1/2 inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 for the common North corner of said 0.36 acre tract and 678.00 acres both conveyed to HB Texas Development Partners, LP in Volume 1387, Page 551 of the Llano County Official Records of Real Property in all 598.11 ft, a 1/2 inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 being an angle point hereof and of said 678.00 acres, L6, North 44 degrees 43 minutes 52 seconds West 162.58 ft, a 1/2 inch steel stake set with plastic surveyor cap stamped R.P.L.S. No. 1877 being an angle point hereof and of said 678.00 acres, L7, North 83 degrees 54 minutes 17 seconds West 121.16 ft, a 1/2 inch steel stake found being an angle point hereof and of said 678.00 acres, L8, South 77 degrees 22 minutes 17 seconds West 90.00 ft, a 1/2 inch steel stake found being an angle point hereof and of said 678.00 acres, L16, North 12 degrees 37 minutes 43 seconds West 200.00 ft, a 1/2 inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 being an angle point hereof and of said 678.00 acres, L17, North 78 degrees 53 minutes 40 seconds West 270.00 ft, a 1/2 inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 being an angle point hereof and of said 678.00 acres, L18, South 70 degrees 19 minutes 47 seconds West 300.00 ft, a 1/2 inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 being an angle point hereof and of said 678.00 acres, L19, South 34 degrees 14 minutes 25 seconds West 150.00 ft, a 1/2 inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 being an angle point hereof and of said 678.00 acres, L9, North 84 degrees 21 minutes 08 seconds West 583.87 ft, a 1/2 inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 being an angle point hereof and of said 678.00 acres, L10, South 88 degrees 25 minutes 48 seconds West 178.95 ft, a 1/2 inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 being an angle point hereof and of said 678.00 acres, and L11, South 72 degrees 34 minutes 01 seconds West 212.32 ft, a 1/2 inch steel stake set with plastic surveyor cap stamped R.P.L.S. No. 1877 for the Southwest corner of said 34.48 acres being an angle point of said 678.00 acres also being in the East right of way line of Shoreline View, an 80' wide right of way shown on the plat of Skywater Over Horseshoe Bay, Plat No. 1.1 recorded in Volume 16, Page 98 of the Llano County Plat Records,

Thence with the West line of said 34.48 acres and the East right of way line of said Shoreline View L12, North 17 degrees 28 minutes 59 seconds East 91.01 ft, a 1/2 inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 for the beginning point of a curve to the right, being an angle point hereof and of said 678.00 acres,

Thence continuing with the West line of said 34.48 acres and the East right of way line of said Shoreline View and said curve to the right C3, the radius of which is 225.00 ft, through a delta angle of 54 degrees 31 minutes 41 seconds, an arc of 214.13 ft. and a chord bearing and distance of North 44 degrees 44 minutes 50 seconds East 206.14 ft, a 1/2 inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 for the end point of said curve the right being an angle point hereof and of said 678.00 acres, and also being the beginning point of a curve to the left,

Thence with the West line of said 34.48 acre tract and the East right of way line of said Shoreline View and said curve to the left C4, the radius of which is 351.30 ft, through a delta angle of 90 degrees 00 minutes 05 seconds, an arc of 551.84 ft, and a chord bearing and distance of North 27 degrees 00 minutes 38 seconds East 496.82 ft, a 1/2 inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 for the end point of said curve to the left being an angle point hereof and of said 678.00 acres,

Thence continuing with the West line of said 34.48 acre tract and the East right of way line of said Shoreline View, L13, North 17 degrees 59 minutes 25 seconds West 54.66 ft, a 1/2 inch steel stake found with plastic surveyor cap stamped R.P.L.S. No. 1877 for the Northwest corner of said 34.48 acre tract and the Northeast corner of said Shoreline View, in the South line of said R.M. Highway No. 2147, being in a curve to the right being an angle point of said 678.00 acres,

Thence with the North line of said 34.48 acre tract and the South line of said R.M. Highway No. 2147 and said curve to the right, C1, the radius of which is 1860.38 ft, through a delta angle of 14 degrees 03 minutes 57 seconds, an arc of 456.72 ft, and a chord bearing and distance of North 80 degrees 16 minutes 29 seconds East 455.57 ft, a concrete highway monument found for the end point of said curve,

EXHIBIT W

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Thence, continuing with the North line of said 34.48 acres and the South line of said R.M. Highway No. 2147, L1, North 87 degrees 18 minutes 17 seconds East 1294.07 ft, a concrete highway monument found for the beginning point of a curve to the left,

Thence continuing with the North line of said 34.48 acres, the South line of said R.M. Highway No. 2147 and said curve to the left C2, the radius of which is 1936.42 ft, through a delta angle of 02 degrees 58 minutes 49 seconds, an arc of 101.76 ft, and a chord bearing and distance of North 85 degrees 39 minutes 47 seconds East 101.75 ft, to the place of beginning.



I HEREBY CERTIFY THAT THE FIELD NOTES HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT ALL CORNERS ARE AS DESCRIBED HEREON.

THIS SURVEY WAS MADE FOR THE BENEFIT OF HB SKYWATER VILLAGE, L.P., A DELAWARE LIMITED PARTNERSHIP AND CHICAGO TITLE INSURANCE COMPANY, GF NO. 07L24018

Donald Sherman

DATE 7/27/07

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO. 12368 OFFICE: D. WILLIS FIELD: J. & T. MARTINKA

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STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a Title Survey Plat of 21.20 acres consisting of 21.03 acres out of the Elijah G. Mercer Survey No. 3, Abstract No. 562 and 0.17 acre out of the A. Murchison Survey No. 85, Abstract No. 556 and being a portion of 40.06 acres conveyed to SW OWNERSHIP LLC recorded in Volume 1515, Page 821 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a ½" steel stake found being the Northwest corner of this 21.20 acres, the Northwest corner of said 40.06 acres, the Northeast corner of 20.00 acres conveyed to Rax A. and Latricia B. Nichols recorded in Volume 1314, Page 734 of the Official Public Records of Llano County, Texas and in the South right of way line of R.M. Highway No. 2147.

Thence along the North line of this 21.20 acres, the North line of said 40.06 acres and the South right of way line of R.M. Highway No. 2147 the next 4 calls for an angle point are as follows:

Along a curve to the left, C2, with an arc length of 302.19', a radius of 2915.24', a delta angle of 05°56'21", and a bearing and distance of N43°50'25"E, 302.05' to a concrete monument found;

N41°01'17"E, 351.41' to a concrete monument found;

Along a curve to the right, C3, with an arc length of 554.31', a radius of 1860.19', a delta angle of 17°04'24", and a bearing and distance of N49°30'53"E, 552.26' to a concrete monument found;

N57°58'41"E, 455.51' to a ½" steel stake found being the Northeast corner hereof, the Northeast corner of said 40.06 acres and the Northwest corner Siena Creek Phase One recorded in Volume 14, Page 22 of the Llano County Plat Records;

Thence along the East line of this 21.20 acres, the East line of said 40.06 acres and the West line of said Siena Creek Phase One the next 6 calls for an angle point are as follows:

L1, S25°10'31"E, 186.40' to a ½" steel stake found;

Along a curve to the left, C1, with an arc length of 80.17', a radius of 102.99', a delta angle of 44°35'59", and a bearing and distance of S47°25'38"E, 78.16' to a ½" steel stake found;

L2, S69°41'13"E, 18.53' to a ½" steel stake found being the Northwest corner of a 7' wide 0.03 acre Reserve Strip recorded in

L3, S32°11'12"W, 144.17' to a ½" steel stake found;

L4, S01°20'56"E, 59.31' to a 60d nail found;

L5, S01°25'45"E, 145.92' to a ½" steel stake found being the Southeast corner hereof in the center of Pecan Creek;

Thence along the South line of this 21.20 acres and the center of said creek the next 14 calls for an angle point are as follows:

L6, N56°42'09"W, 113.58' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;

L7, N76°24'10"W, 65.36' to a computed point;

S62°07'27"W, 329.10' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;

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L8, S10°15'51"W, 133.25' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;

L9, S25°32'30"E, 146.03' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;

L10, S42°39'53"E, 218.55' to a computed point; L11, S48°26'54"E, 75.77' to a computed point;

L12, S37°06'25"E, 75.40' to a computed point; L13, S40°38'54"E, 54.28' to a computed point;

L14, S22°29'23"E, 24.52' to a computed point;

L15, S27°42'54"W, 80.92' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;

S64°21'30"W, 354.03' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;

L16, S89°17'02"W, 143.84' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;

L17, N80°20'47"W, 269.75' to a fence post found being the Southwest corner hereof in the West line of said 40.06 acres and the East line of said 20.00 acres;

Thence along the West line of this 21.20 acres, the West line of said 40.06 acres and the East line of said 20.00 acres the next 2 calls are as follows:

L18, N17°41'50"W, 93.30' to a ½" steel stake found;

N60°18'52"W, 481.76' to the Place of Beginning.



I HEREBY CERTIFY THAT THE FIELD NOTES HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT ALL CORNERS ARE AS DESCRIBED HEREON.

THIS SURVEY WAS MADE FOR THE BENEFIT OF HORSESHOE BAY RESORT, LTD AND SW OWNERSHIP, LLC.

Donald Sherman

DATE 10/19/10

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO. 13024 OFFICE D. WILLIS FIELD J. MARTINKA

EXHIBIT B

TRACT XXVIII:

BEING 130.07 acres, more or less, out of the **NICHOLAS MENDEZ SURVEY NO. 3, ABSTRACT NO. 506**, the **MADISON PUTNAM SURVEY NO. 67, ABSTRACT NO. 587**, the **J. MCFARLAND SURVEY NO. 1005, ABSTRACT NO. 555**, and the **A. MURCHISON SURVEY NO. 85, ABSTRACT NO. 556**, in Llano County, Texas, and being more fully described by metes and bound in Exhibit "X" attached hereto.

TRACT XXIX:

BEING 50.13 acres, more or less, out of the **NICHOLAS MENDEZ SURVEY NO. 3, ABSTRACT NO. 506**, in Llano County, Texas, and being more fully described by metes and bounds in Exhibit "Y" attached hereto.

TRACT XXX:

BEING 34.62 acres, more or less, out of the **J. MCFARLAND SURVEY NO. 1005, ABSTRACT NO. 555**, the **A. MURCHISON SURVEY NO. 85, ABSTRACT NO. 555**, the **NICHOLAS MENDEZ SURVEY NO. 3, ABSTRACT NO. 506**, and the **GEORGE BRATTON SURVEY NO. 83, ABSTRACT NO. 81**, in Llano County, Texas, and being more fully described by metes and bound in Exhibit "Z" attached hereto.

TRACT XXXI:

BEING 43.27 acres, more or less, out of the **A. MURCHISON SURVEY NO. 85, ABSTRACT NO. 556**, and the **MADISON PUTNAM SURVEY NO. 67, ABSTRACT NO. 587**, in Llano County, Texas, and being more fully described by metes and bound in Exhibit "AA" attached hereto.

TRACT XXXII:

BEING 3.38 acres, more or less, out of the **NICHOLAS MENDES SURVEY NO. 3, ABSTRACT NO. 506**, in Llano County, Texas and being more fully described by metes and bounds in Exhibit "BB" attached hereto.

TRACT XXXIII:

BEING 8.07 acres, more or less, out of the **J. MCFARLAND SURVEY NO. 1005, ABSTRACT NO. 555**, and the **NICHOLAS MENDEZ SURVEY NO. 3, ABSTRACT NO. 506**, in Llano County, Texas, and being more fully described by metes and bound in Exhibit "CC" attached hereto.

TRACT XXXIV:

BEING Lot One (1) in **FINAL PLAT OF SUMMIT ROCK PRO SHOP, SALES CENTER & VILLA'S**, a subdivision of Llano County, Texas, according to Plat No.1.1 recorded in Volume 20, Page 43, Llano County Plat Records.



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SUMMIT ROCK GOLF COURSE

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a Title Survey Plat of 258.09 acres known as Summit Rock Golf Course consisting of 4 Tracts are as follows:

TRACT I: 130.07 ACRES consisting of approximately 96.58 acres out of the Nicholas Mendez Survey No. 3, Abstract No. 506, 17.03 acres out of the Madison Putnam Survey No. 67, Abstract No. 587, 16.37 acres out of the J. McFarland Survey No. 1005, Abstract No. 555 and 0.09 acre out of the A. Murchison Survey No. 85, Abstract No. 556 and being a portion of Tract I: 678.00 acres, a portion of Tract IV: 0.43 acre and all of Tract V: 0.36 acre conveyed to International Bank of Commerce in Volume 1530, Page 1069 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Northwest corner of this Tract I, the Southwest corner of 34.48 acres conveyed to HB Skywater Village, L.P. recorded in Volume 1437, Page 211 of the Official Public Records of Llano County, Texas, an angle point in the North line of said Tract I: 678.00 acres, and in the East right of way line of Skywater Boulevard (formerly Shoreline View) recorded in Volume 16, Page 98 of the Plat Records of Llano County, Texas.

Thence along the North line of this Tract I: 130.07 acres, the North line of said Tract I: 678.00 acres and the South line of said 34.48 acres the next 11 calls for an angle point are as follows:

L1, N72°34'01"E, 212.31' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;
L2, N88°25'48"E, 178.95' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;
S84°21'08"E, 583.87' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;
L3, N34°14'25"E, 150.00' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L4, N70°19'47"E, 300.00' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L5, S78°53'40"E, 270.00' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L6, S12°37'43"E, 200.00' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L7, N77°22'17"E, 90.00' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L8, S83°54'17"E, 121.16' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L9, S44°43'52"E, 162.58' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
N48°12'46"E, 598.92' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Westerly Northeast corner of said Tract V: 0.36 acre, the Southeast corner of said 34.48 acres and in the Southwest line of 34.545 acres conveyed to Glenn Salem Trustee recorded in Volume 527, Page 321 of the Official Public Records of Llano County, Texas;

Thence along the North line of this Tract I, the North line of said Tract V: 0.36 acre and the Southwest and Southeast line of said 34.545 acres the next 3 calls for an angle point are as follows:

S40°52'10"E, 1217.17' to a 3" pipe fence post found being a controlling monument for this Survey;
N49°05'52"E, 1861.67' to a 3" pipe fence post found being another controlling monument for this Survey;
L10, N03°49'22"W, 36.37' to a mag nail found with washer stamped 1877 being the Northeast corner of said 34.545 acres, the Easterly Northwest corner of said Tract V: 0.36 acre and in the South line of Strip No. 3 conveyed to Lake LBJ Investment Corporation recorded in Volume 197, Page 79 of the Deed Records of Llano County, Texas;

Thence along the North line of this Tract I, the North line of said Tract V: 0.36 acre, and the South line of said Strip No. 3, L11, N88°33'14"E, 5.00' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Easterly Northeast corner of said Tract V: 0.36 acre being the Northwest corner of the 3.38 acre Summit Rock Maintenance Barn Tract surveyed this day out of said Tract I: 678.00 acres;

Thence along the North line of this Tract I and the East line of said Tract V: 0.36 acre and the West line of said 3.38 acre Summit Rock Maintenance Barn Tract, L12, S03°49'22"E, 38.65' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the North line of this Tract I and the South and East line of said 3.38 acre Summit Rock Maintenance Barn Tract the next 5 calls for an angle point are as follows:

EXHIBIT X

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L13, S56°19'24"E, 166.39' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;
L14, S01°26'46"E, 107.00' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;
S49°56'03"E, 238.70' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;
N43°55'58"E, 465.88' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L17, N01°26'46"W, 72.31' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 in the South line of said Strip No. 3, the Northeast corner of said 3.38 acre Summit Rock Maintenance Barn Tract and in the North line of said Tract I: 678.00 acres;

Thence along the North line of this Tract I, the North line of said Tract I: 678.00 acres and the South line of said Strip No. 3, L18, N88°33'14"E, 343.65' to a cedar fence post found being the Northeast corner hereof, the Northeast corner of said Tract I: 678.00 acres, the Southeast corner of said Strip No. 3 and the Northwest corner of the First Remnant of 755.794 acres conveyed to Lake LBJ Investment Corporation recorded in Volume 753, Page 1 of the Official Public Records of Llano County, Texas encountered in this survey;

Thence along the East line of this Tract I, the East line of said Tract I: 678.00 acres and the West line of said First Remnant of 755.794 acres S02°01'30"E, 400.20' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof being the Northeast corner of a 2.90 acre tract surveyed this day out of said Tract I: 678.00 acres;

Thence along the East line of this Tract I and the West line if said 2.90 acres the next 4 calls for an angle point are as follows:

L19, S65°45'44"W, 174.79' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;
L20, S02°00'29"E, 256.19' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
S10°54'11"W, 390.89' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L21, N87°36'33"E, 253.50' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 in the East line of said Tract I: 678.00 acres and the West line of said First Remnant of 755.794 acres;

Thence along the East line of this Tract I, the East line of said Tract I: 678.00 acres and the West line of said First Remnant of 755.794 acres the next 3 calls to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

S02°23'27"E, 1249.34'; S01°49'45"E, 828.04';
S01°47'53"E, 592.73' being the Southwest corner of said First Remnant of 755.794 acres and the Northeast corner of the Second Remnant of 755.794 acres conveyed to Lake LBJ Investment Corporation recorded in Volume 753, Page 1 of the Official Public Records of Llano County, Texas encountered in this survey;

Thence along the East line of this Tract I, the East line of said Tract I: 678.00 acres and the West line of said Second Remnant of 755.794 acres the next 10 calls for an angle point are as follows:

L22, S69°52'56"W, 5.26' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L23, S01°47'56"E, 74.54' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L24, S00°55'47"E, 42.51' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
S17°35'48"W, 254.57' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L25, S68°24'56"E, 46.70' to a 20d nail found in rock;
L26, S73°37'01"E, 147.79' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L27, S55°39'08"E, 16.41' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
S08°09'25"E, 400.30' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
S24°29'45"W, 337.05' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L28, S00°42'08"E, 242.52' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southeast corner of this Tract I and the Southeast corner of said Tract IV: 0.43 acre, the Southeast corner of said Tract I: 678.00 acres and the Southwest corner of said Second Remnant of 755.974 acres;

Thence along the South line of this Tract I N88°04'24"W, 1195.81' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 being the most Southerly Southwest corner hereof, an angle point in the East line of Lot 67-A Skywater Over Horseshoe Bay, Plat No. 3.2 recorded in Volume 18, Page 8 of the Plat Records of Llano County, Texas;

EXHIBIT X

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Thence along the East line of this Tract I and the West line of said Skywater Over Horseshoe Bay Plat No. 3.2 the next 2 calls for an angle point are as follows:

N17°39'38"E, 335.00' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L29, N09°03'31"E, 61.58' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 being in the South line of Summit Rock Drive (formerly Morning Glory) shown on said plat of Skywater Over Horseshoe Bay, Plat No. 3.2;

Thence along the East line of this Tract I the next 22 calls to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

L30, N89°35'52"E 62.68' the Southeast end of said Summit Rock Drive (formerly Morning Glory);
Along a curve to the left, C1, with an arc length of 216.05', a radius of 380.00', a delta angle of 32°34'30", and a bearing and distance of N73°18'37"E, 213.15';
L31, S32°58'38"E, 61.62'; N81°19'39"E, 357.19'; N02°20'16"W, 1046.42';
N06°06'44"E, 1107.17'; L32, N66°50'43"W, 86.23'; N09°03'16"W, 366.76';
N02°20'21"E, 744.33'; N66°17'43"W, 442.56'; N23°42'17"E, 719.85';
N74°38'47"W, 310.82'; L33, N49°56'03"W, 104.26'; S52°09'14"W, 818.12';
S62°45'25"W, 676.53'; L34, S08°54'42"W, 245.40'; S59°31'13"W, 1030.95';
S53°49'24"W, 367.11'; L35, S01°56'37"W, 233.72'; L36, S43°38'21"W, 156.56';
L37, S88°39'50"W, 138.18';
L38, N60°50'47"W, 88.17' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 in the East right of way line of Skywater Boulevard as shown on Skywater Over Horseshoe Bay Plat No. 2.1 recorded in Volume 17, Page 1 of the Plat Records of Llano County, Texas also being the Northwest corner of the 8.07 acre Summit Rock Golf Club Tract surveyed this day out of said Tract I: 678.00 acres;

Thence along the West line of this Tract I and the East right of way line of said Skywater Boulevard along a curve to the left, C2, with an arc length of 180.38', a radius of 340.00', a delta angle of 30°23'52", and a bearing and distance of N45°15'33"W, 178.28' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Southeast corner of Tract "A" 13.71 acres conveyed to Cordell 18. LP. recorded in Volume 1484, Page 748 of the Official Public Records of Llano County, Texas;

Thence along the West line of this Tract I and the East line of said Tract "A" the next 4 calls for an angle point are as follows:

N04°36'19"E, 258.43' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L39, N24°35'17"E, 44.53' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;
N21°58'49"W, 445.42' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;
N08°48'14"W, 422.34' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 being the North corner of said Tract "A" and the Southeast corner of The Reserve at Summit Rock, Plat No. 1.1 recorded in Volume 20, Page 2 of the Plat Records of Llano County, Texas;

Thence along the West line of this Tract I and the East and North line of said The Reserve at Summit Rock, Plat No. 1.1 the next 7 calls to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

L40, N05°59'04"W, 202.99'; L41, N08°53'25"W, 240.27'; L42, N61°31'15"W, 175.36';
S64°49'48"W, 661.07'; N83°16'28"W, 893.64'; L43, S06°43'32"W, 62.71';
Along a curve to the right, C3, with an arc length of 82.53', a radius of 72.28', a delta angle of 65°25'13", and a bearing and distance of S39°26'08"W, 78.11' being the most Northerly Southwest corner hereof in the East right of way line of said Skywater Boulevard and the Northwest corner of said The Reserve at Summit Rock, Plat No. 1.1;

Thence along the West line of this Tract I and the East right of way line of said Skywater Boulevard the next 2 calls to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

Along a curve to the right, C4, with an arc length of 222.03', a radius of 360.00', a delta angle of 35°20'14", and a bearing and distance of N00°11'08"W, 218.53';
L44, N17°28'59"E, 160.35' to the Place of Beginning.

EXHIBIT Y

Willis - Sherman Associates, Inc.



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STATE OF TEXAS:
COUNTY OF LLANO:

TRACT II: 50.13 ACRES out of the Nicholas Mendez Survey No. 3, Abstract No. 506 being a portion of Tract I: 678.00 acres conveyed to International Bank of Commerce in Volume 1530, Page 1069 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 being the most Easterly Southwest corner of this Tract II, in the North line of Summit Rock Drive (formerly Morning Glory) shown on the plat of Skywater Over Horseshoe Bay, Plat No. 3.2 recorded in Volume 18, Page 8 of the Plat Records of Llano County, Texas.

Thence along the West and South line of this Tract II, the East and North line of said Skywater Over Horseshoe Bay, Plat No. 3.2 and the East and North line of Skywater Over Horseshoe Bay Plat No. 3.1 recorded in Volume 17, Page 5 of the Plat Records of Llano County, Texas the next 16 calls for an angle point are as follows:

L45, N08°52'08"E, 238.29' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 being a controlling monument for this Survey;
N34°44'28"W, 982.77' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 being another controlling monument for this Survey;
N07°05'47"W, 951.18' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;
L46, N67°16'47"W, 109.46' to a mag nail found with washer stamped 1877;
S50°47'58"W, 475.34' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L47, S88°42'29"W, 197.27' to a mag nail found with washer stamped 1877;
L48, S47°34'18"W, 228.99' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
S00°29'11"W, 608.85' to a mag nail found with washer stamped 1877;
L49, S12°33'43"E, 232.40' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L50, S71°04'53"W, 108.28' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L51, S35°24'46"W, 324.08' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L52, S10°59'30"E, 96.55' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L53, S86°01'26"W, 90.47' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L54, S35°24'46"W, 16.16' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
S48°47'20"W, 342.85' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L55, S68°27'09"W, at 172.68' passing the Northwest corner of Greenbelt 8-A of Skywater Over Horseshoe Bay, Plat No. 3.2 in all 173.95' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southwest corner hereof in the East right of way line of Skywater Boulevard (formerly Shoreline View) also being the Northwest corner of said Skywater Over Horseshoe Bay, Plat No. 3.1;

Thence along the West line of this Tract II and the East right of way line of said Skywater Boulevard as shown on the plat of said Skywater Over Horseshoe Bay, Plat No. 3.1 the next 2 calls to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

Along a curve to the left, C5, with an arc length of 31.15', a radius of 940.00', a delta angle of 01°53'56", and a bearing and distance of N22°29'49"W, 31.15';
L56, N23°26'47"W, 46.25';

Thence leaving said Skywater Boulevard along the West line of this Tract II lying East of the exiting right of way line of Skywater Boulevard as shown on said Skywater Over Horseshoe Bay, Plat No. 3.1 and Skywater Over Horseshoe Bay Plat No. 2.1 recorded in Volume 17, Page 1 of the Plat Records of Llano County, Texas the next 2 calls to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 are as follows:

Along a curve to the right, C6, with an arc length of 438.05', a radius of 412.20', a delta angle of 60°53'21", and a bearing and distance of N06°59'54"E, 417.73';
L57, N37°26'34"E, 202.48' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 in the existing East right of way of said Skywater Boulevard as shown on said Skywater Over Horseshoe Bay, Plat No. 2.1;

EXHIBIT Y

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Thence along the West line of this Tract II and the East right of way line of said Skywater Boulevard along a curve to the left, C7, with an arc length of 247.08', a radius of 440.00', a delta angle of 32°10'29", and a bearing and distance of N21°21'20"E, 243.85' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;

Thence leaving said Skywater Boulevard along the West line of this Tract II the next 3 calls to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

Along a curve to the right, C8, with an arc length of 668.69', a radius of 630.00', a delta angle of 60°48'52", and a bearing and distance of N13°04'15"E, 637.74';
L58, N70°17'39"E, 91.36';
N08°09'03"E, 438.64' being the Northwest corner hereof;

Thence along the North line of this Tract II the next 3 calls to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

N73°04'39"E, 523.53'; N60°58'07"E, 829.83';
S88°16'07"E, 534.36' being the Northeast corner hereof;

Thence along the East line of this Tract II the next 6 calls to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 are as follows:

S01°43'53"W, 306.89'; S42°57'28"W, 406.20'; S07°06'08"W, 557.08';
L59, S29°45'51"E, 202.69'; L60, S84°04'12"E, 178.53';
S15°58'37"E, 1110.73' being the Southeast corner hereof;

Thence along the South line of this Tract II the next 2 calls to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

Along a curve to the right, C9, with an arc length of 271.89', a radius of 320.00', a delta angle of 48°40'55", and a bearing and distance of S65°15'25"W, 263.79';
L61, S89°35'52"W, 52.68' to the Place of Beginning.

EXHIBIT Z

STATE OF TEXAS:
COUNTY OF LLANO:

Tract III: 34.62 ACRES consisting of approximately 26.46 acres out of the J. McFarland Survey No. 1005, Abstract No. 555, 7.50 acres out of the A. Murchison Survey No. 85, Abstract No. 555, 0.55 acre out of the Nicholas Mendez Survey No. 3, Abstract No. 506 and 0.11 acre out of the George Bratton Survey No. 83, Abstract No. 81 being portions of Tract I: 678.00 acres, Tract III: 0.69 acre and Tract XII: 323.96 acres conveyed to International Bank of Commerce in Volume 1530, Page 1069 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southeast corner of this Tract III in the West right of way line of Skywater Boulevard (formerly known as Shoreline View) as shown on the plat of Skywater Over Horseshoe Bay Plat No. 3.1 recorded in Volume 17, Page 5 of the Plat Records of Llano County, Texas.

Thence leaving said Skywater Boulevard along the South line of this Tract III the next 7 calls for an angle point are as follows:

L62, S67°33'53"W, 297.03' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L63, S56°08'23"W, 50.39' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
S65°40'02"W, 572.50' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L64, N79°32'54"W, 182.07' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L65, N79°16'52"W, 247.28' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
L66, N79°49'06"W, 71.76' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;

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L67, N68°55'26"W, 315.49' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southwest corner hereof;

Thence along the West line of this Tract III the next 3 calls to a to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

N15°08'47"W, 998.00'; N26°51'17"E, 481.02';
N12°09'42"W, 773.01' being the Southeast corner of Lot 1 of Skywater Over Horseshoe Bay Plat No. 4.1 recorded in Volume 18, Page 20 of the Plat Records of Llano County, Texas;

Thence along the West line of this Tract III and the East line of said Lot 1 N43°59'26"W, 244.32' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Northwest corner hereof, the Northeast corner of said Lot 1 and in the South right of way line of Mayapple, a 50' wide right of way recorded on said Skywater Over Horseshoe Bay, Plat No. 4.1;

Thence along the North line of this Tract III and the South right of way line of said Mayapple the next 2 calls for an angle point are as follows:

L68, N41°59'52"E, 17.06' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;
Along a curve to the right, C10, with an arc length of 375.73', a radius of 748.96', a delta angle of 28°44'36", and a bearing and distance of N56°22'10"E, 371.80' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;

Thence leaving said Mayapple along the East line of this Tract III the next 7 calls to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

L69, S36°06'49"E, 140.10';
L70, N84°24'24"E, 170.38' being an angle point in the West line of the 4.10 acre Summit Rock Temporary Pro-shop Tract surveyed this day;
L72, S05°11'51"E, 95.03' being an angle point in the West line of said 4.10 acre Summit Rock Temporary Pro-shop Tract;
L73, S39°45'53"W, 52.46' being an angle point in the West line of the 4.10 acre Summit Rock Temporary Pro-shop Tract;
L74, S51°56'50"W, 64.38' being an angle point in the West line of the 4.10 acre Summit Rock Temporary Pro-shop Tract;
S14°12'07"E, 317.66' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Northwest corner of Lot 13 Skywater Over Horseshoe Bay, Plat No. 2.1 recorded in Volume 17, Page 1 of the Plat Records of Llano County, Texas in the South line of said 4.10 acre Summit Rock Temporary Pro-shop Tract also being a controlling monument for this Survey;

Thence along the East and North line of this Tract III and the West and South line of said Skywater Over Horseshoe Bay, Plat No. 2.1 the next 7 calls for an angle point are as follows:

S15°37'07"E, 518.73' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 also being another controlling monument for this Survey;
S02°34'32"E, 184.59' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
S40°51'43"W, 372.26' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
S12°08'49"E, 557.38' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
S65°56'24"E, 544.83' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
N81°33'45"E, 386.13' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877;
N48°41'36"E, 324.36' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 in the South right of way line of Blazing Star a 50' wide right of way as shown on said Skywater Over Horseshoe Bay, Plat No. 2.1;

Thence leaving said Blazing Star along a curve to the right, C18, with an arc length of 28.87', a radius of 37.00', a delta angle of 44°42'20", and a bearing and distance of S55°16'33"E, 28.14' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;

Thence along a curve to the left, C19, with an arc length of 130.78', a radius of 68.00', a delta angle of 110°11'44", and a bearing and distance of S88°01'15"E, 111.54' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;

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Thence along a curve to the right, C20, with an arc length of 34.75', a radius of 37.00', a delta angle of 53°48'33", and a bearing and distance of N63°47'09"E, 33.49' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 in the South right of way line of said Blazing Star;

Thence with the South right of way line of said Blazing Star L79, S89°18'34"E, 24.21' to a mag nail set with washer stamped 1877 in the West right of way of said Skywater Boulevard as shown on said plat of said Skywater Over Horseshoe Bay Plat No. 2.1;

Thence along the East line of this Tract III and the West right of way line of said Skywater Boulevard as shown on said plat of said Skywater Over Horseshoe Bay Plat No. 2.1 and Skywater Over Horseshoe Bay Plat No. 3.1 the next 3 calls to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 are as follows:

Along a curve to the left, C21, with an arc length of 210.56', a radius of 540.00', a delta angle of 22°20'30", and a bearing and distance of S12°16'32"E, 209.23';

L80, S23°26'47"E, 46.25';

Along a curve to the right, C22, with an arc length of 82.48', a radius of 860.00', a delta angle of 05°29'41", and a bearing and distance of S20°41'56"E, 82.44' to the Place of Beginning.

EXHIBIT AA

STATE OF TEXAS:
COUNTY OF LLANO:

Tract IV: 43.27 ACRES consisting of approximately 35.75 acres out of the A. Murchison Survey No. 85, Abstract No. 556, 7.51 acres out of the Madison Putnam Survey No. 67, Abstract No. 587 and being a portion of Tract I: 678.00 acres conveyed to International Bank of Commerce in Volume 1530, Page 1069 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83.

Beginning at a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 in the East line of this Tract IV, the Northeast corner of Lot 1 Skywater Over Horseshoe Bay Plat No. 1.1 recorded in Volume 16, Page 98 of the Llano County Plat Records and in the Southwest right of way line of Paintbrush a 50' wide right of way shown on said Skywater Over Horseshoe Bay, Plat No. 1.1.

Thence along the East line of this Tract IV and the Southwest right of way line of said Paintbrush the next 2 calls for an angle point are as follows:

Along a curve to the right, C23, with an arc length of 31.09', a radius of 975.00', a delta angle of 01°49'37", and a bearing and distance of S40°49'26"E, 31.09' to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877;

L81, S39°54'37"E, 120.59' to a 3"x 3" metal stop sign post being the Southeast corner hereof in the North right of way of Mayapple a 50' wide right of way shown on the plat of Skywater Over Horseshoe Bay, Plat No. 4.1 recorded in Volume 18, Page 20 of the Plat Records of Llano County, Texas;

Thence along the South line of this Tract IV and the North right of way line of said Mayapple the next 4 calls to a ½" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

Along a curve to the left, C24, with an arc length of 171.60', a radius of 798.96', a delta angle of 12°18'21", and a bearing and distance of S48°09'02"W, 171.27';

L82, S41°59'52"W, 97.09';

Along a curve to the left, C25, with an arc length of 118.80', a radius of 378.70', a delta angle of 17°58'27", and a bearing and distance of S33°00'38"W, 118.32';

Along a curve to the right, C26, with an arc length of 264.92', a radius of 475.00', a delta angle of 31°57'19", and a bearing and distance of S40°00'04"W, 261.50' being the Southwest corner hereof and the Southeast corner of Lot 13 of said Skywater Over Horseshoe Bay, Plat No. 4.1;

EXHIBIT AA

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Thence along the West line of this Tract IV and the North line of said Skywater Over Horseshoe Bay, Plat No. 4.1 the next 4 calls to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

L83, N13°05'20"W, 271.79'; N85°20'00"W, 635.08'; N87°29'59"W, 686.87';
L84, N52°08'03"W, 205.57' being the Northwest corner of said Skywater Over Horseshoe Bay Plat No. 4.1 and in the Southeast line of Lot 1 of Mitchell Point at Skywater recorded in Volume 19, Page 79 of the Plat Records of Llano County, Texas also being a Northwest line of said Tract I: 678.00 acres;

Thence along the West line of this Tract IV, the West line of said Tract I: 678.00 acres and the East and North line of said Lot 1 of Mitchell Point at Skywater the next 2 calls to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

L85, N38°51'51"E, 38.46';
L86, N53°37'58"W, 227.30' being an angle point in the Northeast line of said Lot 1 of Mitchell Point at Skywater;

Thence along the West line of this Tract IV, the West line of said Tract I: 678.00 acres and the East line of said Siena Creek Phase Two recorded in Volume 15, Page 73 of the Plat Records of Llano County, Texas L87, N74°49'43"W, at 29.90' passing the Northwest corner of said Lot 1 Mitchell Point at Skywater, in all 173.13' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof and being the Southeast corner of a 7' wide Reserve Strip shown on the A Replat of Lots 3 thru 5 and the 7' Reserve Strip Adjacent to Same, Siena Creek, Phase One recorded in Volume 16, Page 31 of the Plat Records of Llano County, Texas;

Thence along the West line of this Tract IV, the West line of said Tract I: 678.00 acres and the East line of said 7' wide reserve strip the next 4 calls to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 are as follows:

N30°40'20"W, 425.47' for the Northeast corner of said 7' wide Reserve Strip recorded in Volume 16, Page 31 of the Plat Records of Llano County, Texas;
N45°35'39"W, 304.18' for an angle point in the East line of said 7' wide Reserve Strip shown on the plat of Siena Creek, Phase One recorded in Volume 14, Page 22 of the Plat Records of Llano County, Texas;
L88, N61°04'09"W, 67.78' for an angle point in said 7' wide Reserve Strip;
L89, N42°24'32"W, 96.68' for the West Corner of this Tract IV, the West corner of said Tract I: 678.00 acres and the Northeast corner of said Siena Creek, Phase One in the South right of way line of R. M. Highway No. 2147 (Volume 136, Page 150 D.R.L.C.T.);

Thence along the North line of this Tract IV, the North line of said Tract I: 678.00 acres and the South right of way line of said R.M. Highway No. 2147 N58°00'32"E, 341.16' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Northwest corner of a Third Remnant of 755.794 conveyed to Lake LBJ Investment Corporation recorded in Volume 753, Page 1 of the Official Public Records of Llano County, Texas encountered in this survey;

Thence along the North line of this Tract IV, the North line of said Tract I: 678.00 acres and the West, South and East line of said Third Remnant the next 3 calls to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

L90, S06°00'49"E, 11.12'; L91, N58°00'32"E, 185.31';
L92, N31°50'50"W, 10.00' being the Northeast corner of said Third Remnant and in the South right of way line of said R.M. Highway No. 2147;

Thence along the North line of this Tract IV, the North line of said Tract I: 678.00 acres and the South right of way line of said R.M. Highway No. 2147, L93, N58°00'32"E, 80.00' to a ½" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof also being the Northwest corner of a Fourth Remnant of said 755.794 acres encountered in this survey;

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Thence along the North line of this Tract IV, the North line of said Tract I: 678.00 acres and the West and South line of said Fourth Remnant the next 2 calls to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

L94, S31°50'50"E, 10.00';

N58°00'32"E, 1010.75' in the South line of 8.57 acres conveyed to HB Skywater Village, LP. recorded in Volume 1437, Page 211 of the Official Public Records of Llano County, Texas;

Thence along the North line of this Tract IV, the North line of said Tract I: 678.00 acres and the South line of said 8.57 acres N88°36'11"E; 858.49' being the Northeast corner hereof, the Southeast corner of said 8.57 acres and in the West right of way line of Skywater Boulevard (formerly Shoreline View) of said Skywater Over Horseshoe Bay Plat No. 1.1;

Thence along the East line of this Tract IV and the West right of way line of said Skywater Boulevard the next 2 calls to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

L95, S17°28'59"W, 118.75';

Along a curve to the left, C27, with an arc length of 271.37', a radius of 440.00', a delta angle of 35°20'14", and a bearing and distance of S00°11'08"E, 267.09' passing the Northeast corner of Greenbelt 1 of said Skywater Over Horseshoe Bay Plat No. 1.1 to a corner hereof in the West right of way line of said Skywater Boulevard of said Skywater Over Horseshoe Bay Plat No. 1.1;

Thence leaving said Skywater Boulevard along the East line of this Tract IV and the North, West and South line of said Skywater Over Horseshoe Bay Plat No. 1.1 the next 15 calls for an angle point are as follows:

L96, S79°34'21"W, 162.68' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877;
S85°43'50"W, 617.29' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877;
S72°41'35"W, 780.57' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;
L97, S18°40'34"W, 115.76' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;
L98, S40°47'06"E, 183.17' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;
L99, N72°31'56"E, 160.67' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;
Along a curve to the left, C28, with an arc length of 18.08', a radius of 55.00', a delta angle of 18°50'15", and a bearing and distance of S39°40'23"E, 18.00' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;
L100, S13°36'38"W, 157.80' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;
L101, S69°27'29"E, 129.48' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;
L102, S04°55'39"E, 232.33' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;
L103, S44°51'56"E, 206.93' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;
L104, S89°49'44"E, 301.64' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877;
L105, N67°21'48"E, 109.76' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being a controlling monument for this Survey;
S71°47'30"E, 1077.78' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being another controlling monument for this Survey;
L106, N47°13'27"E, 212.20' to the Place of Beginning.



I HEREBY CERTIFY THAT THE FIELD NOTES HEREBON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT ALL CORNERS ARE AS DESCRIBED HEREBON.

THIS SURVEY WAS MADE FOR THE BENEFIT OF HORSESHOE BAY RESORT, LTD.

Donald Sherman
DATE 7/8/11
DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO. 13083 OFFICE D.WILLIS FIELD T.MARTINKA

Willis-Sherman Associates, Inc.



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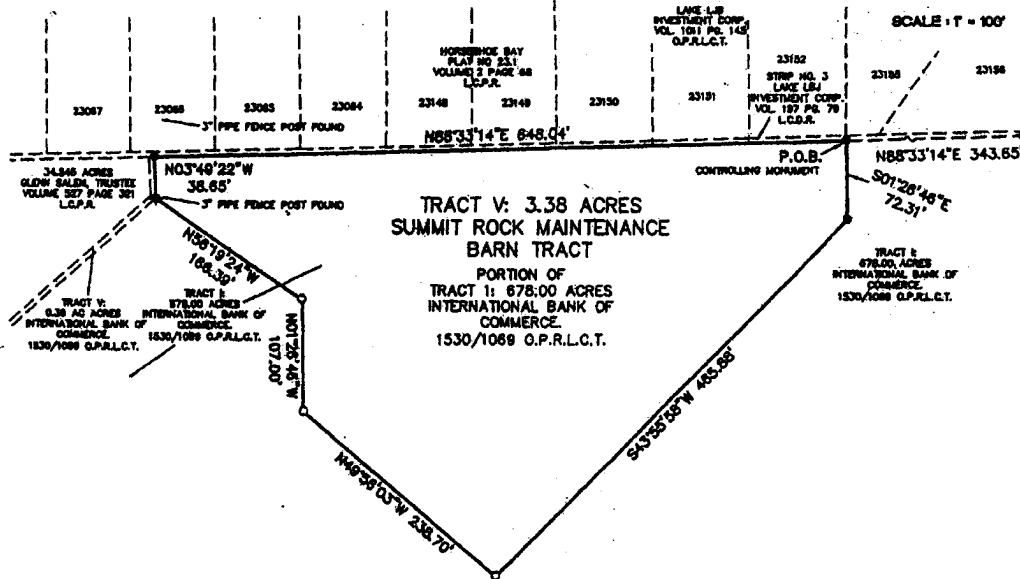
BEARING BASIS: "ALL BEARINGS, DISTANCES AND ELEVATIONS ARE BASED ON TEXAS LAMBERT GRID, CENTRAL ZONE, NAD 83/NAVD 88 USING LORA GPS CONTROL POINTS. SURFACE DISTANCES CAN BE OBTAINED USING SURFACE ADJUSTMENT FACTOR OF 1.00012"

LEGEND: *

- DENOTES 1/2" ST. SK. SET WITH PLASTIC CAP STAMPED R.P.L.S. 1877
- DENOTES 1/2" ST. SK. FND WITH PLASTIC CAP STAMPED R.P.L.S. 1877
- ◆ DENOTES FENCE POST FOUND

FLOOD NOTE:

THE PROPERTY SHOWN HEREON IS WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, AS RECORDED IN LLANO COUNTY TRAP MAP NO. 481234-02856 DATED SEPTEMBER 18, 1991.



STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a Survey Plat of **TRACT V: 3.38 ACRES Summit Rock Maintenance Barn Tract** out of the Nicholas Mendes Survey No. 3 Abstract No. 506 and being a portion out of Tract I 678.00 acres conveyed to International Bank of Commerce recorded in Volume 1530 Page 1069 of the Official Public Records Llano County, Texas (O.P.R.L.C.T.). The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. Distances shown are grid distances. Surface distances can be obtained using a surface adjustment factor of 1.00012. () denotes record information

Beginning at a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Northeast corner of this 3.38 acre tract with a tie to the Northeast corner of said Tract I: 678.00 acres bears N88°33'14"E 343.65' to a 12" cedar fence post found;

Thence along the East line of this 3.38 acre tract S01°26'46"E 72.31' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being an angle point hereof;

Thence along the East line of this 3.38 acre tract S43°55'58"W 465.88' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the most Southerly corner hereof;

Thence along the South line of this 3.38 acre tract N49°56'03"W 238.70' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being an angle point hereof;

Thence along the South line of this 3.38 acre tract N01°26'46"W 107.00' to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being an angle point hereof;

Thence along the South line of this 3.38 acre tract N56°19'24"W 166.39' to a 3" pipe fence post found being an angle point hereof and being an angle point in the East line of Tract V: 0.36 acres conveyed to International Bank of Commerce recorded in Volume 1530 Page 1069 of the Official Public Records Of Llano County, Texas;

Thence along the West line of this 3.38 acre tract and East line of said Tract V: 0.36 acre N03°49'22"W 38.65' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Northwest corner hereof and the most Northerly Northwest corner of said Tract I: 678.00 acres;

Thence along the North line of this 3.38 acre tract and the South line of Strip No. 3 conveyed to Lake LBJ Investment Corp. in Volume 197, Page 19 of the Deed Records of Llano County, Texas N88°33'14"E 648.04' to the place of beginning;



HEREBY CERTIFY THAT FIELD NOTES HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT ALL CORNERS ARE AS DESCRIBED HEREON.
THIS SURVEY WAS MADE FOR THE BENEFIT OF HORSESHOE BAY RESORT, LTD.

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO. 12815 OFFICE-J.FRAILEY FIELD-T.MARTINEK

DATE 7/2/11

Willis - Sherman Associates, Inc.



LAND SURVEYORS AND PLANNERS
310 MAIN • MARBLE FALLS, TEXAS • 79654
(800) 850-0000 FAX (800) 850-0000

LEGEND:

○ DENOTES 1/2" ST. SK. SET WITH
PLASTIC CAP STAMPED RPLS 1877

● DENOTES 1/2" ST. SK. FND. WITH
PLASTIC CAP STAMPED RPLS 1877

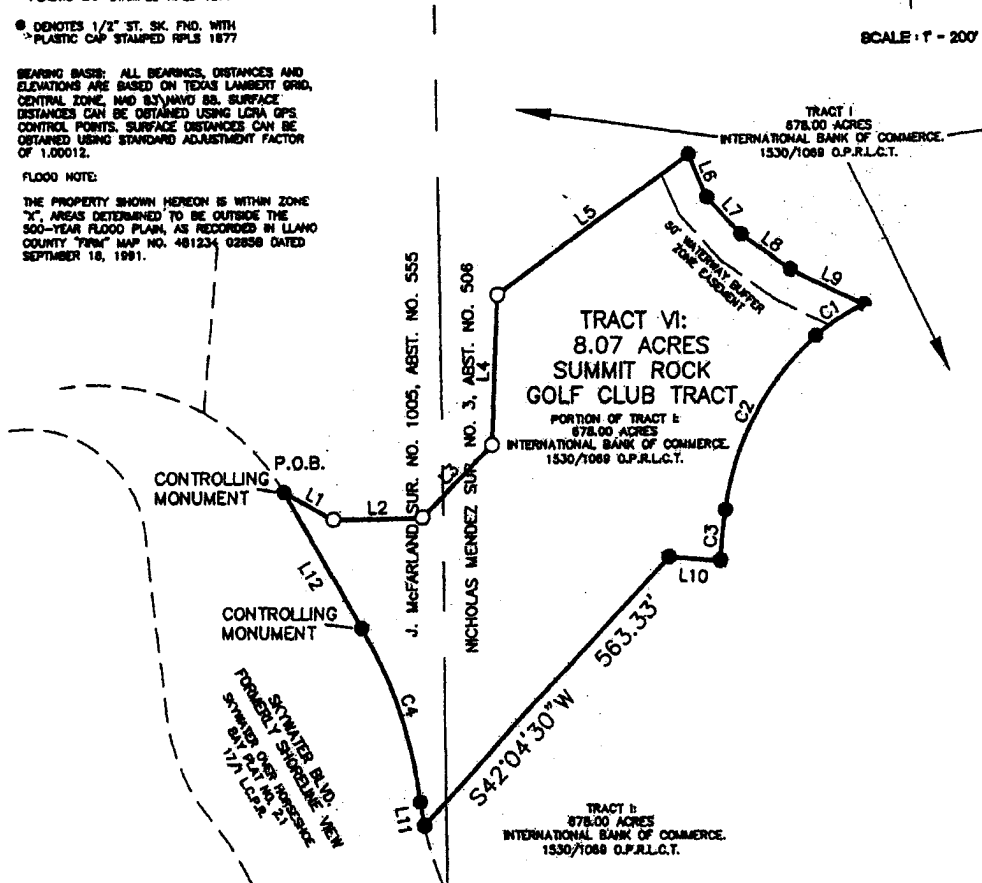
BEARING BASE: ALL BEARINGS, DISTANCES AND
ELEVATIONS ARE BASED ON TEXAS LAMBERT GRID,
CENTRAL ZONE, MDD 83/NAVD 83. SURFACE
DISTANCES CAN BE OBTAINED USING LOMA GPS
CONTROL POINTS. SURFACE DISTANCES CAN BE
OBTAINED USING STANDARD ADJUSTMENT FACTOR
OF 1.00012.

FLOOD NOTE:

THE PROPERTY SHOWN HEREON IS WITHIN ZONE
"X". AREAS DETERMINED TO BE OUTSIDE THE
500-YEAR FLOOD PLAIN, AS RECORDED IN LLANO
COUNTY "FPM" MAP NO. 481234 02858 DATED
SEPTEMBER 18, 1991.

SURVEY PLAT TO ACCOMPANY FIELD
NOTES OF
TRACT VI: 8.07 ACRES SUMMIT ROCK
GOLF CLUB TRACT
CONSISTING OF 121 ACRES OUT OF
THE J. Mc FARLAND SURVEY NO. 1005,
ABSTRACT NO. 555 AND 6.86 ACRES
OUT OF THE NICHOLAS MENDEZ
SURVEY NO. 3, ABSTRACT NO. 506
LLANO COUNTY, TEXAS

SCALE: 1" = 200'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S80°50'47"E	88.17
L2	N88°39'50"E	138.18
L3	N43°36'21"E	156.56
L4	N01°56'37"E	233.72
L5	N53°49'24"E	367.11
L6	S22°55'46"E	73.59
L7	S41°44'29"E	79.48
L8	S54°35'30"E	93.79
L9	S64°41'07"E	126.49
L10	N86°20'36"W	80.00
L11	N09°58'19"W	36.92
L12	N30°03'37"W	244.67

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	88.55	232.42	21°49'46"	S58°09'21"W	88.02
C2	310.87	443.44	40°10'02"	S27°09'28"W	304.54
C3	78.01	1111.16	4°01'21"	S05°03'46"W	77.99
C4	288.94	740.00	22°22'17"	N18°52'28"W	287.10

Willis - Sherman Associates, Inc.



LAND SURVEYORS AND PLANNERS
310 MAIN • MARBLE FALLS, TEXAS • 78654
(830) 683-3566 FAX (830) 683-5362

STATE OF TEXAS:
COUNTY OF LLANO:

Field notes to accompany a Survey Plat of TRACT VI: 8.07 ACRES Summit Rock Golf Club Tract consisting of 1.21 acres out of the J. McFarland Survey No. 1005, Abstract No. 555 and 6.86 acres out of the Nicholas Mendez Survey No. 3, Abstract No. 506 being a portion of Tract I, 678.00 acres conveyed to International Bank of Commerce recorded in Volume 1530, Page 1069 of the Official Public Records of Llano County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. Distances shown are grid distances. Surface distances can be obtained using a surface adjustment factor of 1.00012. () denotes record information.

Beginning at a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Southwest corner of this 8.07 acres, the East right of way line Skywater Boulevard recorded in Skywater Over Horseshoe Bay Plat No. 2.1 recorded in Volume 17, Page 1 of the Llano County Plat Records and a controlling monument for this Survey with a tie to a fence post corner found being the Northeast corner of said Tract I which bears N55°11'04"E 4358.61'.

Thence along the Northwest line of this 8.07 acres the next 5 calls to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof are as follows:

L1, S60°50'47"E, 88.17'; L2, N88°39'50"E, 138.18'; L3, N43°38'21"E, 156.56';
L4, N01°56'37"E, 233.72';
L5, N53°49'24"E, 367.11' being the Northwest corner hereof;

Thence along the Northeast line of this 8.07 acres the next 4 calls to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

L6, S22°55'46"E, 73.59'; L7, S41°44'29"E, 79.48'; L8, S54°35'30"E, 93.79';
L9, S64°41'07"E, 126.49' being the Northeast corner hereof;

Thence along the Southeast line of this 8.07 acres the next 5 calls to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point are as follows:

Along a curve to the left, C1, with an arc length of 88.55', a radius of 232.42', a delta angle of 21°49'46", and a bearing and distance of S58°09'21"W, 88.02';
Along a curve to the left, C2, with an arc length of 310.87', a radius of 443.44', a delta angle of 40°10'02", and a bearing and distance of S27°09'28"W, 304.54';
Along a curve to the left, C3, with an arc length of 78.01', a radius of 1111.16', a delta angle of 04°01'21", and a bearing and distance of S05°03'46"W, 77.99';
L10, N86°20'38"W, 80.00';
S42°04'30"W, 563.33' being the Southeast corner hereof in the East right of way line of said Skywater Boulevard;

Thence along the West line of this 8.07 acres and the East right of way line of said Skywater Boulevard the next 3 calls to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 are as follows:

L11, N09°59'19"W, 36.92';
Along a curve to the left, C4, with an arc length of 288.94', a radius of 740.00', a delta angle of 22°22'17", and a bearing and distance of N18°52'28"W, 287.10' for another controlling monument for this Survey;
L12, N30°03'37"W, 244.67' to the Place of Beginning.

I HEREBY CERTIFY THAT THE FIELD NOTES HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT ALL CORNERS ARE AS DESCRIBED HEREON.

THIS SURVEY WAS MADE FOR THE BENEFIT OF HORSESHOE BAY RESORT, LTD.

DATE 7/8/11
DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
JOB NO. 12816 OFFICE D.WILLIS FIELD T.MARTINKA



Return to:
HSH Resort
Attn: Len Mitchell
P.O. Box 7766
HSH, TX
78657

STATE OF TEXAS
COUNTY OF LLANO
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and
was duly RECORDED in the Volume and Page of
the Official Public Records of Llano County, Texas:
COUNTY CLERK LLANO CO., TEXAS
BETTE SUE HOY
RECORDED 7/18/2012

FILED
AT 11:14 PM
ON THE 18 DAY OF
JULY
A.D. 2012
BETTE SUE HOY
COUNTY CLERK
LLANO COUNTY, TEXAS
BY ALBAUMAN
DEPUTY
592 PD