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SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HAVENWOOD AT HUNTERS CROSSING

FILED BY
PRESIDIO TITLE



201206045620 12/28/2012 02:15:02 PM 1/6

STATE OF TEXAS

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§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL

This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAVENWOOD AT HUNTERS CROSSING is made this as of the date as shown on Acknowledgement below, by SOUTHSTAR AT HAVENWOOD, LLC, a Texas limited liability company, duly authorized to do business in the State of Texas (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant's predecessor in title prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for HAVENWOOD AT HUNTERS CROSSING under Clerk's Document #20060615924 in the Official Public Records of Comal County, Texas (herein referred to as the "Original Declaration"); and

WHEREAS, Declarant's predecessor in title prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for HAVENWOOD AT HUNTERS CROSSING, UNIT 1, under Clerk's Document #200606015925 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "First Supplemental Declaration"); and

WHEREAS, Declarant's predecessor in title prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for HAVENWOOD AT HUNTERS CROSSING, UNIT 2, under Clerk's Document #200606040064 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "Second Supplemental Declaration"); and

WHEREAS, Declarant's predecessor in title prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for HAVENWOOD AT HUNTERS CROSSING, UNIT 3, under Clerk's Document #200606046401 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "Third Supplemental Declaration"); and

WHEREAS, Declarant's predecessor in title prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for HAVENWOOD AT HUNTERS CROSSING, UNIT 4, under Clerk's Document #200706047215 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "Fourth Supplemental Declaration"); and

WHEREAS, Declarant's predecessor in title prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for

HAVENWOOD AT HUNTERS CROSSING TRACTS 1 & 2, under Clerk's Document #200806007362 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "Fifth Supplemental Declaration"); and

WHEREAS, Declarant's predecessor in title prepared and filed of record that certain FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAVENWOOD AT HUNTERS CROSSING covering the law changes that affected Property Owner Associations during the 82nd Legislative Session under Clerk's Document #201106044283, in the Official Public Records of Comal County, Texas (hereinafter referred to as the "First Amendment" and the Original Declaration as supplemented and amended as hereinabove set forth being herein referred to as the "Master Declaration"); and

WHEREAS, pursuant to the terms of Section 15.2 of the Master Declaration, the Declarant reserved the right at any time, and from time to time, prior to the termination of the Class "B" Control Period, without the joinder or consent of any Owner or other party, to amend or supplement the Declaration by an instrument in writing duly signed, acknowledged and filed of record; and

WHEREAS the termination of the Class "B" Control Period has not occurred and Declarant has determined that to further the general plan and scheme of development as evidenced by the Declaration, it is desirable to execute and file this Second Amendment to the Master Declaration (hereinafter referred to as the "Second Amendment") for the purpose of modifying the Master Declaration and placing additional conditions, covenants and restrictions upon and against the Properties for the benefit of current and future Owners and to further the common scheme of development for Havenwood at Hunters Crossing.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Master Declaration, Declarant hereby subjects the real property described in the Master Declaration to this Second Amendment, which shall apply to such property in addition to the provisions of the Master Declaration and all amendments and supplements thereto. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Second Amendment, the First Supplemental Declaration, the Second Supplemental Declaration, the Third Supplemental Declaration, the Fourth Supplemental Declaration, the Fifth Supplemental Declaration and the Master Declaration and the First Amendment, all of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Second Amendment shall be binding upon in accordance with the terms of the Master Declaration. If there is a discrepancy between this Second Amendment and the Master Declaration, any Amendments or supplements thereto, such terms and conditions of the Second Amendment shall control.

ARTICLE 1
ARCHITECTURAL STANDARDS

Article 9.2 of the Master Declaration is hereby deleted in its entirety and replaced with following paragraph of 9.2 entitled "Architectural Review."

9.2. Architectural Review. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties acknowledges that, as the developer of the Properties, Declarant has a substantial interest in ensuring that all structures and improvements within the Properties enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell or lease any portion of the Properties or the Additional Property. Therefore, the Declarant has established an Architectural Review Board to be responsible for administration of the Design Guidelines and review of all applications for construction and modifications under this Article. During the Class "B" Control Period, the members of the ARB need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the ARB. The ARB may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the ARB in having any application reviewed by architects, engineers or other professionals.

The ARB shall have jurisdiction over all construction on any portion of the Properties. Declarant shall have the exclusive right to appoint all members of the ARB during the Class "B" Control Period or until December 31, 2015, whichever is later. The ARB may consist of one (1) or more Persons but no more than five (5) persons, who shall serve at the Declarant's discretion to create the ARB. There shall be no surrender of this right prior to expiration of the Class "B" Control Period or until December 31, 2015, whichever is later except in a written instrument in recordable form executed by Declarant and filed in the Official Public Records of Comal County, Texas. Upon the expiration or surrender of such appointment right to the ARB, the elected Board shall constitute and become the members of the ARB (and shall, further, have authority to delegate the responsibilities of the ARB to a committee of Members subject to appointment and removal by the Board). The ARB shall, thereafter, have jurisdiction only over modifications, additions or alterations of Lots, including existing structures and landscaping, made after completion of initial construction on the Lot. The ARB may delegate its authority as to a particular Neighborhood to the relevant Neighborhood Association, if any, so long as the ARB has determined that such Neighborhood Association has in force such review and enforcement practices, procedures and appropriate standards at least equal to those of the ARB. Such delegation may be revoked and jurisdiction reassumed by the ARB at any time by written notice. The ARB shall have the right to veto any action taken by the Neighborhood Association which the ARB determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the ARB.

Upon expiration of the Declarant's right to appoint the members of the ARB, the Declarant, or a committee of persons appointed by the Declarant which may consist of the same persons who previously constituted the ARB and who need not be Members of the Association, shall retain all architectural control authority set forth in this Article pertaining to the initial construction on each Lot until one hundred percent (100%) of the Lots have been developed and conveyed to Owners other than Builders, and initial construction on each Lot has been completed in accordance with the Design Guidelines, unless such right is earlier surrendered in a written instrument in recordable form executed by Declarant.

ARTICLE 2
ARCHITECTURAL STANDARDS

Article 9.3(a) of the Master Declaration is hereby deleted in its entirety and replaced with following paragraph of 9.3(a) entitled "Guidelines and Procedures."

9.3. Guidelines and Procedures.

(a) Design Guidelines. The Declarant may prepare and adopt the initial Design Guidelines for the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. For example, by way of illustration but not limitation, the Design Guidelines may impose stricter requirements on those portions of the Properties adjacent to or visible from any Private Amenity or any lake, pond, river, stream or other body of water. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the committees in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the committees and compliance with the Design Guidelines does not guarantee approval of any application.

At all times, the ARB shall have authority to amend the Design Guidelines. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the ARB, as appropriate, is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive. The ARB shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties.

The remaining portions of 9.3 shall remain unchanged.

ARTICLE 3
ARCHITECTURAL STANDARDS

Article 9.4(b)(i) of the Master Declaration is hereby deleted in its entirety and replaced with following paragraph of 9.4(b)(i) entitled "Signs."

(i) Signs. No sign of any kind shall be erected by an Owner or occupant without the prior written consent of the Declarant, the ARB or the appropriate reviewing body, as applicable, except such signs as may be required by legal proceedings and not more than one (1) professional security sign of such size deemed reasonable by the ARB in its sole discretion. Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Properties, including the Common Area, any Lot, any structure, or dwelling located on the Common Area or any Lot (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's sole discretion) or from any Private Amenity.

The ARB reserves the right to approve signs, prohibit signs and to restrict the size, content, color, lettering, design, and placement of any approved signs. All authorized signs must be professionally prepared and meet with the approval from the ARB. The restrictions set forth in this subsection shall not apply to entry, directional, or other signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development of the Properties, including, without limitation, "for sale" signs installed by Declarant and Builder signs installed in accordance with the Design Guidelines.

ARTICLE 4
Declaration

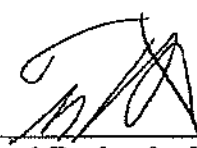
Except as specifically amended hereby, the Master Declaration, the First Amendment and all supplemental declarations and all terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to the Master Declaration the day and year below.

DECLARANT:

SOUTHSTAR AT HAVENWOOD, LLC

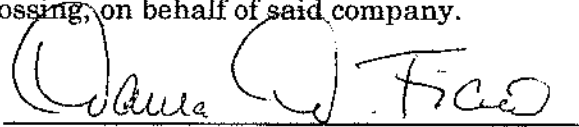
By: _____


Thad Rutherford, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF DALLAS §


The foregoing Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing was acknowledged before me on the 20 day of December, 2012, by Thad Rutherford, Vice President of Southstar at Havenwood at Hunters Crossing, on behalf of said company.



Notary Public, State of Texas



Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
12/28/2012 02:15:02 PM
DARLA 6 Page(s)
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 *Joy Streater*