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Cross-reference to Clerk's Doc. #  
200606015924  
Comal County, Texas records.

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
HAVENWOOD AT HUNTERS CROSSING TRACTS 1 & 2**

THIS SUPPLEMENTAL DECLARATION is made this 20<sup>th</sup> day of February, 2008, by Bluegreen Southwest One, L.P., a Delaware limited partnership (hereinafter referred to as "Declarant").

**WITNESSETH:**

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing under Clerk's Doc. # 200606015924 in the Official Public Records of Comal County, Texas (herein referred to as the "Declaration"); and

WHEREAS, pursuant to the terms of Article 7 of the Declaration, the Declarant may submit certain additional property described on Exhibit "B" of the Declaration to the terms of the Declaration; and

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" attached hereto ("Additional Property"); and

WHEREAS, the Additional Property is a portion of that property described on Exhibit "B" to the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both 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 Supplemental Declaration shall be binding upon in accordance with the terms of the Declaration.

## ARTICLE 1

### Definitions

The definitions set forth in Article 1 of the Declaration are hereby incorporated by reference, unless said terms are otherwise defined herein.

## ARTICLE 2

### Neighborhood Designation

The Additional Property shall be designated as a Neighborhood which shall be known as "Havenwood at Hunters Crossing Tract 1" being 13.55 acres with access from Hoffmann Lane and "Havenwood at Hunters Crossing Tract 2" being 10.15 acres with access from Krona Court in The Pinnacle.

## ARTICLE 3

### Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Declaration, the following shall apply to Havenwood at Hunters Crossing Tract 1 & 2:

3.1 Lot Construction. No Lot shall contain more than one dwelling. The dwelling contained on the Lot shall meet the following standards:

All dwellings must have no less than twenty four hundred (2400) square feet of living area, excluding porches and garages. One and one-half (1 ½) and two (2) story houses must have no less than fourteen hundred (1400) square feet of living area, excluding porches and garages, on the ground floor. All improvements, including but not limited to the dwelling, must be constructed using new material and must be comprised of seventy-five percent (75%) masonry. All chimneys must be constructed of masonry regardless of the percentage of masonry on the rest of the dwelling.

Tract 1 & 2 may have a maximum of three (3) buildings, including the dwelling, located on it. Said Lots may have a guesthouse/servant's quarters so long as such guesthouse/servant's quarters: (i) contains a minimum of five hundred (500), and no more than fifteen hundred (1500), square feet, and (ii) is built during or after completion of construction of the dwelling. Improvements on all Lots must be built on a concrete slab or on a pier foundation, constructed with concrete and rebar, with the masonry (in the percentages required above) and roofs matching the masonry and roof of the dwelling. The term "masonry" shall not include "hardiplank" material. Aluminum, asbestos, plywood, concrete block, or vinyl or metal sidings are not permitted. All shingle roofs must have a minimum thirty (30) year life. Detached garages, workshops and barns must be erected, altered or placed on the property, either during or after construction of the dwelling and shall be no larger than

sixty percent (60%) of the main dwelling (excluding all attached guest/servant's houses), based on square footage of living area. Workshops, barns and detached garages may be the same height as the dwelling, but no taller. All dwellings must have a garage, whether detached or attached, and such garage must hold a minimum of two (2) cars and a maximum of four (4) cars, must have finished interiors (sheet rocked, taped/floated and painted) and must face away from all roadways. No carports shall be allowed. Porticos may be allowed by the Architectural Review Board or appropriate architectural control reviewing body on a case-by-case basis. Construction of all dwellings and other improvements commenced on any Lot shall be completed as to exterior finish and appearance within one (1) year from the date of commencement.

3.3 Landscaping. Homes on Tract 1 & 2 must be landscaped. (See Design Guidelines for details.)

#### ARTICLE 4

##### Animal Husbandry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Tract except that one (1) horse; one cow; or one (1) exotic animal (with ARB Approval) per every four acres, or any combination thereof may be kept, as long as the maximum number of the above stated animals does not exceed one (1) per every four acres and does not become a nuisance or threat to other Owners. However, animals being raised for 4-H school sponsored programs will be permitted, including one (1) pig or hog per tract. All horses, exotics, cows and 4-H animals being raised by individual tract owners must be kept in a fenced area on the owner's tract. Dogs, cats, or other common household pets may be kept on a Tract. Dogs must be kept in a kennel, dog run, or fenced in area that confines said dog(s) to that area. Dogs will not be permitted to run loose in the Subdivision and must be vaccinated for rabies according to State law once a year and registered with Comal County once a year.

#### ARTICLE 5

##### Private Roads

The initial Assessment for Tract 1 & Tract 2 shall be THREE HUNDRED AND NO/100 DOLLARS (\$300.00) per year, which may be amended and modified by the Association as needed according to the Declaration of Covenants Conditions and Restrictions. Tract 1 & Tract 2 shall not be assessed for the maintenance of the private roads in Havenwood at Hunters Crossing.

ARTICLE 6

Amendment to Supplemental Declaration

6.1 By Declarant. This Supplemental Declaration may be unilaterally amended by the Declarant in accordance with Section 15.2(a) of the Declaration.

6.2 By Members. In addition to the requirements of Section 15.2(b) of the Declaration with respect to amendment by Members, any amendment to this Supplemental Declaration shall also require the written consent or affirmative vote, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes allocated to the Lots subject to this Supplemental Declaration.

ARTICLE 7  
Declaration

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

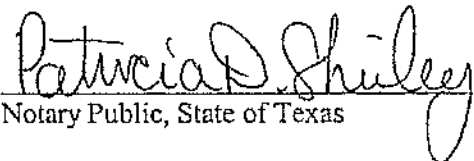
DECLARANT: BLUEGREEN SOUTHWEST ONE, L.P.  
by and through its General Partner  
BLUEGREEN SOUTHWEST LAND, INC.

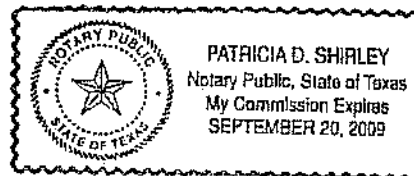
By:   
Title: Vice President, Bluegreen Southwest Land, Inc.

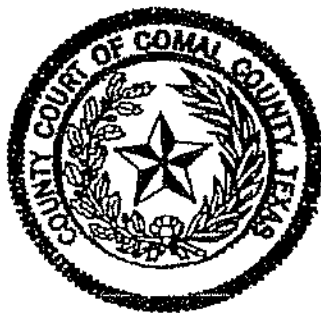
STATE OF TEXAS

COUNTY OF COMAL

This instrument was acknowledged before me on the 19<sup>th</sup> day of February 2008, by Jack Dean, Vice President of Bluegreen Southwest Land, Inc., a Delaware corporation, the general partner of Bluegreen Southwest One, L.P., a Delaware limited partnership, on behalf of said corporation.

  
Notary Public, State of Texas





This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded  
Official Public Records  
Joy Streater, County Clerk  
Comal County, Texas  
02/22/2008 01:18:32 PM  
CASHONE  
200806007362



*Joy Streater*