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AFTER RECORDING RETURN TO:

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**FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
HAVENWOOD AT HUNTERS CROSSING**

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing, recorded under Document No. 200606015924 Official Public Records of Comal County, Texas, as amended.

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**FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
HAVENWOOD AT HUNTERS CROSSING**

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing (the "**Amendment**") is made by **SOUTHSTAR AT HAVENWOOD, LLC**, a Texas limited liability company ("**SouthStar**"), and is as follows:

**RECITALS:**

A. Bluegreen Southwest One, L.P., a Delaware limited partnership, previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing, recorded under Document No. 200606015924, Official Public Records of Comal County, Texas, as further amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing recorded under Document No. 201106044283, Official Public Records of Comal County, Texas, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing recorded under Document No. 201406032084, Official Public Records of Comal County, Texas, and as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing recorded under Document No. 201406033846, Official Public Records of Comal County, Texas (collectively, the "**Declaration**").

B. Whereas, Declarant previously executed and recorded that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Havenwood at Hunters Crossing Unit One, under Document 200606015925 of the Official Public Records of Comal County (the "**First Supplemental Declaration**"), and that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Havenwood at Hunters Crossing Unit Two, under Document 200606040064 of the Official Public Records of Comal County (the "**Second Supplemental Declaration**"), and that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Havenwood at Hunters Crossing Unit Three, under Document 200606046401 of the Official Public Records of Comal County (the "**Third Supplemental Declaration**"), and that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Havenwood at Hunters Crossing Unit Four, under Document 200706047215 of the Official Public Records of Comal County (the "**Fourth Supplemental Declaration**"), and that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Havenwood at Hunters Crossing Tracts 1 and 2, under Document 200806007362 of the Official Public Records of Comal County (the "**Fifth Supplemental Declaration**"). Collectively, the First Supplemental Declaration, the Second Supplemental Declaration, the Third Supplemental Declaration, the Fourth Supplemental Declaration, and the Fifth Supplemental Declaration shall be known as the "**Supplemental Declarations**".

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

C. Pursuant to the terms and provisions of that certain Assignment Declarant's Rights, recorded under Document No. 201206016392 in the Official Public Records of Comal County, Texas, SouthStar presently holds all rights of the "**Declarant**" under the Declaration.

D. Pursuant to *Section 15.2(a)* of the Declaration and *Section 4.1* of the First Supplemental Declaration, the Second Supplemental Declaration, the Third Supplemental Declaration, and the Fourth Supplemental Declaration, and *Section 6.1* of the Fifth Supplemental Declaration, the Declaration and the Supplemental Declarations may be amended unilaterally by Declarant until termination of the Class "B" membership.

E. Termination of the Class "B" membership has not yet occurred.

**NOW THEREFORE**, Declarant hereby amends and modifies the Declaration and the Supplemental Declarations as follows:

1. **Owner's Responsibility.** *Section 5.2* of the Declaration is hereby deleted in its entirety and is replaced with the following:

"5.2 Owner's Responsibility. Each Owner shall maintain his or her Lot, and all structures, parking areas, landscaping and other flora and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard and all Governing Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood Association. With respect to any Lot upon which a dwelling has not yet been constructed, such maintenance responsibility shall include, but is not limited to, the prompt removal of all dead leaves, dead trees and branches, litter, and trash from the property on a regular basis, as well as the mowing and edging of the grass and other landscaping. In addition to any other enforcement rights, if an Owner fails to perform properly his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with *Section 8.3*. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. Entry by the Association or its designee under this Section shall not constitute a trespass."

2. **Specific Guidelines and Restrictions.** *Section 9.4(a)* of the Declaration is hereby deleted in its entirety and is replaced with the following:

"9.4 Specific Guidelines and Restrictions.

(a) Exterior Structures and Improvements. Exterior structures and improvements shall include, but shall not be limited to, staking, clearing, excavation, grading and other site work; installation of utility lines or drainage improvements; initial construction of any dwelling or accessory building; exterior alteration of existing improvements; installation or replacement of mailboxes basketball hoops; swing sets and similar sports and play equipment; clotheslines;

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

garbage cans; swimming pools; gazebos or playhouses; window air-conditioning units or fans; hot tubs; solar panels; antennas; satellite dishes or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; hedges, walls, dog runs, animal pens, or fences of any kind; artificial vegetation or sculpture; and planting or removal of landscaping materials. Notwithstanding the foregoing, the Declarant and the Association shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind only in strict compliance with all federal laws and regulations."

3. **Vehicles.** *Section 10.4(a) and (b) of the Declaration are hereby deleted in their entirety and is replaced with the following:*

"10.4 **Vehicles.**

(a) Automobiles and non-commercial trucks and vans shall be parked only in the garages or in the driveways, if any, serving the Lots unless otherwise approved by the ARB; provided, however, the Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. No automobile or non-commercial truck or van may be left upon any portion of the Properties, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicle shall be considered a nuisance and may be removed from the Properties. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles authorized by the Board and vehicles used by the Association or the owner of a Private Amenity in maintenance of all or a portion of the Properties or Private Amenity or, with the prior written approval of the ARB, on other areas that are not visible from the street.

(b) Recreational vehicles shall be parked on a Lot or on a street for no longer than a forty-eight (48) hour period, unless otherwise approved in advance by the Association. An Owner shall notify the Association if any recreational vehicle shall be parked on a Lot or on a street for longer than a twenty-four (24) hour period. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, mobile homes, boats, jet skis or other watercraft, trailers, other towed vehicles, motorcycles, "all terrain" vehicles, minibikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and commercial vans. Any recreational vehicle parked or stored in violation of this provision shall be considered a nuisance and may be removed from the Properties."

4. **Nuisance.** *Section 10.8 of the Declaration is hereby deleted in its entirety and is replaced with the following:*

"10.8 **Nuisance.** It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Properties shall be used, in whole or in part, for the storage of

any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property; all of which shall be determined by the Board, in its sole discretion. All dead leaves, dead trees and branches, litter and trash shall be removed from a Lot, and all grass and landscaping shall be mowed and edged on a regular basis.

Each Owner shall maintain its Lot in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Properties. Storage of construction materials on the Lot shall be subject to such conditions, rules, and regulations as may be set forth in the Design Guidelines. Each Owner shall keep roadways, easements, swales and other portions of the Properties clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in standard size dumpsters or other appropriate trash receptacles and removed regularly from Lots and shall not be buried or covered on the Lot. Owners shall remove trash and debris from the Lot upon reasonable notice by Declarant in preparation for special events.

No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Properties. Loud music or other disturbances shall be prohibited between the hours of 9:00 p.m. and 7:00 a.m., unless otherwise approved by the Association. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the ARB shall be located, installed or maintained upon the exterior of any structure on the Lot unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to be shut off automatically.

The reasonable and normal development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant."

5. **Storage of Materials, Garbage, Dumping, etc.** *Section 10.12* of the Declaration is hereby deleted in its entirety and is replaced with the following:

"10.12 **Storage of Materials, Garbage, Dumping, etc.** All garbage and recycling cans shall be concealed from view by neighboring streets and properties by either being located behind the residence or screened from view with either: (1) masonry walls that are constructed

of materials that are substantially similar to those materials used on the residence, or (2) dense landscaping that provides sufficient screening throughout the year, as determined by the ARB in its sole and absolute discretion, or (3) such other means that have been approved in advance in writing by the ARB. All rubbish, trash and garbage shall be placed in appropriate containers at a designated location as directed by the Board from time to time and regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake within the Properties, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff. No hazardous materials shall be treated, deposited, stored, disposed of, or used in or on any Lot or the improvements thereon. 'Hazardous materials' shall be defined as materials, substances, gases, or vapors identified as hazardous, toxic or radioactive by any applicable federal, state or local laws, regulations or ordinances. Notwithstanding the foregoing, wood for use in a residence's fireplace may be stacked adjacent to the residence, so long as such stacks are reasonable in size and neatly maintained."

No lumber, metals, bulk materials, refuse, trash or other similar materials shall be kept, stored, or allowed to accumulate outside the buildings on any Lot, except during the initial construction period of the improvements to the Lot. In addition, during construction the building materials on any Lot shall be placed and kept in an orderly fashion. Any Lot on which construction is in progress shall be policed prior to each weekend and during the weekend all materials shall be neatly stacked or placed and any trash or waste materials shall be removed."

6. **House Numbers.** *Section 10.18* of the Declaration is hereby added to the Declaration as follows:

"10.18 House Numbers. All residences shall have an identifiable house number that is legible, permanent and visible from the street. The address number should be an attractive feature that does not detract from the aesthetics of the community and must be approved by the ARB prior to installation or construction."

7. **Swimming Pools.** *Section 10.19* of the Declaration is hereby added to the Declaration as follows:

"10.19 Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all applicable law and be approved in advance by the ARB. Nothing in this *Section 10.19* is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable law concerning swimming pool enclosure requirements. Unless otherwise approved in advance by the ARB, above-ground or temporary swimming pools are not permitted on a Lot."

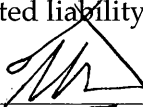
8. **Asphalt.** The Declaration and the Supplemental Declarations, including but not limited to Section 3.2 of the Supplemental Declarations, are hereby amended to prohibit the use of asphalt on any driveway.

9. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration or the Supplemental Declarations. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration or the Supplemental Declarations remain in full force and effect as written, and are hereby ratified and confirmed.

Executed to be effective on the date this instrument is recorded in the Official Public Records of Comal County, Texas.

**DECLARANT:**

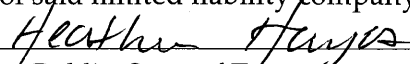
**SOUTHSTAR AT HAVENWOOD, LLC,**  
a Texas limited liability company

By:   
Printed Name: Chad Rutherford  
Title: COO

THE STATE OF TEXAS §  
COUNTY OF Travis §

This instrument was acknowledged before me on this 20 day of ~~March~~ <sup>July</sup>, 2015, by Chad Rutherford, COO of SouthStar at Havenwood, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

  
Notary Public, State of Texas



Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
07/29/2015 11:36:13 AM  
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*Bobbie Koepf*

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