

4/11/14
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PRESIDIO TITLE



201406032084 09/11/2014 09:28:39 AM 1/4

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
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 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.

SECOND AMENDMENT TO DECLARATION
HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC.

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

This Second 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, and 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 (collectively, the "**Declaration**").

B. 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.

C. Pursuant to *Article 15.2(A)* of the Declaration, the Declaration may be amended unilaterally by Declarant until termination of the Class "B" membership.

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

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

1. **Working Capital Assessment.** *Section 8.9* is hereby added to the Declaration as follows:

8.9 Working Capital Assessment. Each Owner (other than Declarant) of a Lot will pay a one-time working capital assessment to the Association in such amount as may be determined by the Board from time to time in its sole and absolute discretion. Such working capital assessment need not be uniform among all Lots, and the Board is expressly authorized to levy working capital assessments of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The Association may use the working capital to discharge operating expenses. The levy of any working capital assessment will be effective only upon the Recordation of a written notice, signed by a duly authorized officer of the Association, setting forth the amount of the working capital assessment and the Lots to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. In the event of any dispute regarding the application of the working capital assessment to a particular Owner, the Declarant's during the Development Period, and thereafter the Board's, determination regarding the application of the exception will be binding and conclusive without regard to any contrary interpretation of this *Section 8.9*. The working capital assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 8* and will not be considered an advance payment of such Assessments. The working capital assessment hereunder will be due and payable by the transferee to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital assessment attributable to a Lot (or all Lots) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

2. **Effect of Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

[SIGNATURE PAGE TO FOLLOW]

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

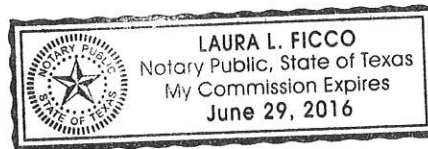
By: Jesse Keasler
Printed Name: JESSE KEASLER
Title: VICE PRESIDENT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 8th day of September, 2014, by Jesse Keasler, Vice President of SouthStar at Havenwood, LLC, a Texas limited liability company, on behalf of said limited liability company.

Dan D. Fawcett
Notary Public, State of Texas

(seal)



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Official Public Records
Joy Streater, County Clerk
Comal County, Texas
09/11/2014 09:28:39 AM
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Joy Streater

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AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

4/11/14

**THIRD 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.

743198v.1 52918-37
AUSTIN_1/756779v.3
56447-1 09/19/2014

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

This Third 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, and 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 (collectively, the "Declaration").

B. 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.

C. Pursuant to *Article 15.2(a)* of the Declaration, the Declaration may be amended unilaterally by Declarant until termination of the Class "B" membership.

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

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

1. **Architectural Review**. The second paragraph of *Section 9.2* of the Declaration is hereby deleted in its entirety and is replaced with the following:

"The ARB shall have, during the Class "B" Control Period, exclusive jurisdiction to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any improvements on any portion of the Properties. During the Class "B" Control Period, the Declarant retains the right to appoint all members of the ARB which may consist of one (1) or more Persons, who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to the expiration of the Class "B" Control Period except in a written instrument in recordable form executed by Declarant. Notwithstanding anything in the

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

Declaration or the First Amended and Restated Bylaws of Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas nonprofit corporation (the "**Bylaws**") to the contrary, prior to the end of the Class "B" Control Period, the Declarant shall have the right to form a committee (the "**Modification Review Committee**") for the purpose of approving any modification, alteration or improvement proposed to be constructed on a Lot with a completed single-family residence constructed thereon, which formation instrument may include additional conditions or requirements determined by the Declarant. If formed, Declarant may appoint and remove all members of the Modification Review Committee and may terminate such committee at any time whereupon any rights held by such committee shall be thereafter be administered by the Declarant until termination of the Class "B" Control Period. After the Class "B" Control Period has terminated, the elected Board shall constitute and be 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 over the review and approval of modifications, alterations or improvements proposed to be constructed on a Lot with a completed single-family residence constructed thereon. 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."

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

[Signature Page to Follow]

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

AUSTIN_1/756779v.3
56447-1 09/19/2014

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: Jesse Keaster
Printed Name: Jesse Keaster
Title: Vice President

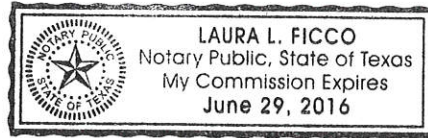
THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 22 day of September, 2014, by Jesse Keaster, Vice President of SouthStar at Havenwood, LLC, a Texas limited liability company, on behalf of said limited liability company.

Dawn D. Fico

Notary Public, State of Texas

(seal)



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Comal County, Texas
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Joy Streater

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

4/17/14
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10/23/2014 11:19:30 AM 1/4



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

HAVENWOOD AT HUNTERS CROSSING ADOPTION OF WORKING CAPITAL ASSESSMENT

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 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.

HAVENWOOD AT HUNTERS CROSSING
ADOPTION OF WORKING CAPITAL ASSESSMENT

Pursuant to *Section 8.9* of 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 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 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 (collectively, the "**Declaration**"), the Board of Directors (the "**Board**") and undersigned officer of the **HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "**Association**"), files this Adoption of Working Capital Assessment as follows:

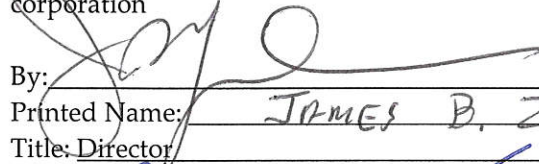
1. **Working Capital Assessment.** In accordance with *Section 8.9* of the Declaration, the Board adopts a working capital assessment in the amount of Six Hundred and No/Dollars (\$600.00) (the "**Working Capital Assessment**"). The Working Capital Assessment applies to all Lots subject to the Declaration unless otherwise exempt pursuant to *Section 8.9* of the Declaration.

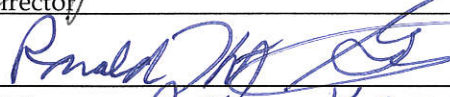
The amount of the Working Capital Assessment designated hereunder is subject to change from time to time by the Board.


Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration.

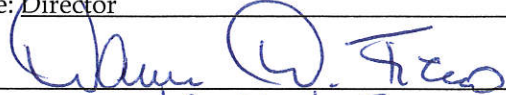
EXECUTED TO BE EFFECTIVE on the 25 day of September, 2014.

HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: 
Printed Name: JAMES B. ZALESKI 9/25/2014
Title: Director

By: 
Printed Name: RONALD R. WEST 9/25/14
Title: Director

By: 
Printed Name: Thad Butcherford
Title: Director

By: 
Printed Name: LAURA L. FICCO
Title: Director

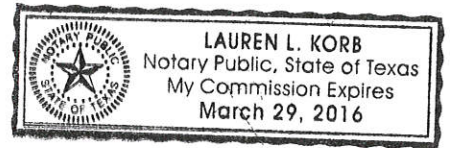
By: 

Printed Name: Jesse Keaster
Title: Director

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 25 day of September, 2014, by James Zaleski, Director and Officer of Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

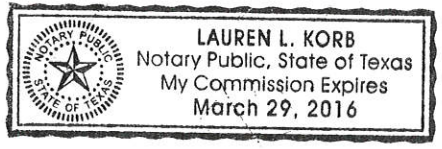


Lauren Korb
Notary Public Signature

THE STATE OF TEXAS §
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COUNTY OF Dallas §

This instrument was acknowledged before me on this the 25 day of September, 2014, by Ronald Kurt Geist, Director and Officer of Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)



Lauren Korb
Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 25 day of September, 2014, by Trad Rutherford, Director and Officer Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)



Lauren Korb
Notary Public Signature

COUNTY OF Dallas §
§

This instrument was acknowledged before me on this the 25 day of September, 2014, by Laura Ficco, Director and Officer of Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

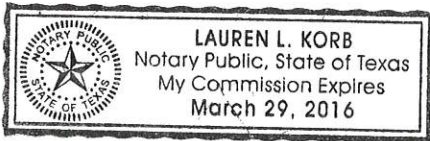


Lauren Korb
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF Dallas §
§

This instrument was acknowledged before me on this the 25 day of September, 2014, by Jesse Keasler, Director and Officer of Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)



Lauren Korb
Notary Public Signature

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Joy Streater