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C

Doc# 200706016486

Cross-reference to Clerk's Doc. #200206027138 Comal County, Texas records.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MYSTIC SHORES UNIT TWENTY ONE

THIS SUPPLEMENTAL DECLARATION is made this 16th day of April, 2007, by Bluegreen Southwest One, L.P., a Delaware limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Mystic Shores under Clerk's Doc. # 200206027138 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 "Mystic Shores Unit Twenty One".

ARTICLE 3

Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Declaration, the following shall apply to Mystic Shores Unit Twenty One:

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 two thousand seven hundred (2700) 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 three thousand (3000) square feet of living area, excluding porches and garages. All improvements, including but not limited to the dwelling, must be constructed using new construction material and must be comprised of one hundred percent (100%) masonry, excluding windows, eaves and doors.

Lots consisting of two (2) acres or less shall have no more than two (2) buildings, with the dwelling being considered as one building. A detached garage, barn, workshop, etc., shall each be considered as a separate building for purposes of this paragraph. No guesthouse or servant's quarters shall be built on Lots consisting of two (2) acres or less. A Lot consisting of more than two (2) acres 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) is built above the 948 contour line as shown on the recorded plat, (ii) contains a minimum of five hundred (500) and no more than one thousand (1000) square feet, and (iii) 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 siding. All roofing material must be standing metal seams, slate stone, concrete tile, clay tile, or other tiles of a ceramic nature. No composition or wood shingles will be permitted. Roof fans, attic

fans, attic ventilators or other roof penetrations shall be installed on the portion of the roof having the least visibility from the street or other adjoining Tracts. 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 thirty percent (30%) 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 Control Committee 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.

3.2 Driveways. Driveways must be surfaced with either concrete, exposed aggregate, brick pavers, or a combination thereof. Driveways must be surfaced upon completion of construction of the dwelling unit.

3.3 Landscaping. All homes that are built, must be landscaped. (See Design Guidelines for details.)

3.4 Setback Requirements. (See Appendix A of the Design Guidelines.)

ARTICLE 4

Amendment to Supplemental Declaration

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

4.2 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 5

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 HAYS

This instrument was acknowledged before me on the 16th day of April, 2007, 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.

Patricia D. Shirley
Notary Public, State of Texas

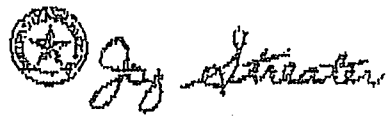
NOTARY PUBLIC STATE OF TEXAS
PATRICIA D. SHIRLEY
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 20, 2009

EXHIBIT "A"

Additional Property

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey made by Protech Engineering Group, a copy of which plat was recorded on April 12th, 2007, in the real property records of Comal County, Texas Document # 200706015710, and to which plat reference is hereby made for a more particular description of said land.

Doc# 200706016486
Pages 5
04/18/2007 11:06AM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees $32.00



Doc# 200706016486

Doc# 200706023208

6

Cross-reference to Clerk's Doc. #200206027138 Comal County, Texas Real Property Records.

FIRST AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MYSTIC SHORES UNIT TWENTY ONE

THIS SUPPLEMENTAL DECLARATION is made this 31st day of May, 2007, 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 Mystic Shores under Clerk's Doc. # 200206027138 in the Official Public Records of Comal County, Texas (herein referred to as the "Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Mystic Shores Unit Twenty One under Clerk's Doc. # 200706016486 in the Official Public Records of Comal County, Texas (herein referred to as the "Supplement");

WHEREAS, Declarant wishes to fully amend and restate the Supplement and files this First Amendment to fully amend and supercede the previously filed Supplement through the filing of this First Amendment to the Supplemental 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 First Amendment to the 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 First Amendment to the Supplemental Declaration shall be binding upon in accordance with the terms of the Declaration and such First Amendment to the Supplemental Declaration hereby fully replaces and amends the previously filed Supplement in its entirety.

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 "Mystic Shores Unit Twenty One".

ARTICLE 3
Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Declaration, the following shall apply to Mystic Shores Unit Twenty One:

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 two thousand seven hundred (2700) 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 three thousand (3000) square feet of living area, excluding porches and garages. All improvements, including but not limited to the dwelling, must be constructed using new construction material and must be comprised of one hundred percent (100%) masonry, excluding windows, eaves and doors, with the exception of barns/stables/loafing sheds on Lots 2283-2288.

Lots consisting of two (2) acres or less shall have no more than two (2) buildings, with the dwelling being considered as one building. A detached garage, barn, workshop, etc., shall each be considered as a separate building for purposes of this paragraph. No guesthouse or servant's quarters shall be built on Lots consisting of two (2) acres or less. A Lot consisting of more than two (2) acres may have a maximum of three (3) buildings, including the dwelling, with the exception of Lots 2283-2288, which may have up to four (4) 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) is built above the 948 contour line as shown on the recorded plat, (ii) contains a minimum of five hundred (500) and no more than one thousand (1000) square feet, and (iii) 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, excluding loafing sheds on Lots 2283-2285. The term "masonry" shall not include "hardiplank" material, aluminum, asbestos, plywood, concrete block, or vinyl or metal siding. All roofing material must be standing metal seams, slate stone, concrete tile, clay tile, or other tiles of a ceramic nature. No composition or wood shingles will be permitted. Roof fans, attic fans, attic ventilators or other roof penetrations shall be installed on the portion of the roof having the least visibility from the street or other adjoining Tracts. Detached garages, workshops and barns, etc. must be erected, altered or placed on the property, either during or after construction of the dwelling and shall be no larger than thirty percent (30%) of the main dwelling (excluding all attached guest/servant's houses), based on square footage of living area, with the exception of Lots 2283-2288 which may have per lot, one (1) barn/stables not to exceed three thousand (3000) square feet. Workshops, barns and detached garages may be the same height as the dwelling, but no taller. All barns and/or stables must be approved in writing by the Architectural Control Committee prior to start of construction and be constructed of twenty-six (26) gauge painted metal siding, with

a masonry wainscot, matching masonry of dwelling, a minimum of thirty-six (36) inches high. Barns and/or stables to be a maximum of three thousand (3000) square feet with a limit of one structure per lot. A property owner of two (2) or more contiguous lots may build the barn and/or stable on one (1) lot and dwelling on the other adjoining lot(s). In addition, there will be allowed one ten (10) by thirty (30), three-sided loafing shed per four (4) acres owned. Loafing sheds will be constructed of the same material as barns and/or stables, excluding masonry requirement. The open side of a loafing shed or equipment barn shall not be visible from the street. 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 Control Committee 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.

3.2 Driveways. Driveways must be surfaced with either concrete, exposed aggregate, brick pavers, or a combination thereof. Driveways must be surfaced upon completion of construction of the dwelling unit. Driveways from the rear of the dwelling unit to other structures may be surfaced with crushed aggregate on Lots 2283-2288.

3.3 Landscaping. All homes that are built, must be landscaped. (See Design Guidelines for details.)

3.4 Setback Requirements. (See Appendix A of the Design Guidelines.)

3.5 Animal Husbandry. No livestock or poultry of any kind may be kept on any lot except that on Lots 2283-2288, horse(s) may be kept, a maximum of one (1) horse for every one and one-half (1 ½) full acres contained in the lot, as long as the keeping of said horse(s) does not become a nuisance or threat to other owners as determined in the sole discretion of the Board, foals under one (1) year will not count toward total. All horse(s) must be kept within fenced areas of said lot.

ARTICLE 4
Amendment to Supplemental Declaration

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

4.2 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 5
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 First Amendment to the Supplemental Declaration the day and year first above written and such First Amendment entirely replaces and amends Document # 200706016486, Official Real Property Records of Comal County, Texas.

DECLARANT:

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

By: _____
Jack H. Dean, Vice President,
Bluegreen Southwest Land, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on the 31st day of May, 2007, 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 entity.

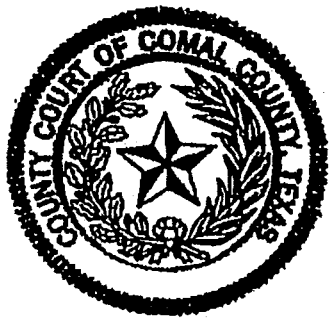
Patricia D. Shirley
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
PATRICIA D. SHIRLEY
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 20, 2009

EXHIBIT "A"

Additional Property

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey made by Protech Engineering Group, dated a copy of which plat was recorded on April 12, 2007, in the real property records of Comal County, Texas under Clerk's Document # 200706015710 and to which plat reference is hereby made for a more particular description of said land.



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.

Doc# 200706023208
Pages 6
06/01/2007 12:03PM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees $37.00

Joy Streater

Doc# 200706023208

Cross-reference to Clerk's Doc. #200206027138 Comal County, Texas Real Property Records.

D/C

SECOND AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MYSTIC SHORES UNIT TWENTY ONE

THIS SECOND AMENDMENT TO THE SUPPLEMENTAL DECLARATION is made by Bluegreen Southwest One, L.P., a Delaware limited partnership (hereinafter referred to as "Declarant") on the date listed below and on the acknowledgment.

W I T N E S S E T H :

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Mystic Shores under Clerk's Doc. # 200206027138 in the Official Public Records of Comal County, Texas (herein referred to as the "Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Mystic Shores Unit Twenty One under Clerk's Doc. # 200706016486 in the Official Public Records of Comal County, Texas (herein referred to as the "Supplement"); and

WHEREAS, Declarant prepared and filed of record that certain First Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions for Mystic Shores Unit Twenty One under Clerk's Doc. # 200706023208 in the Official Public Records of Comal County, Texas (herein referred to as the "First Amendment"); and

WHEREAS, Declarant wishes to fully amend and restate the Supplement and files this Second Amendment to fully amend and supercede the previously filed Supplement and First Amendment through the filing of this Second Amendment to the Supplemental Declaration (the "Second Amendment"); 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 Second Amendment to the 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 Second Amendment 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 Second Amendment to the Supplemental Declaration

shall be binding upon in accordance with the terms of the Declaration and such Second Amendment to the Supplemental Declaration hereby fully replaces and amends the previously filed Supplement in its entirety.

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 "Mystic Shores Unit Twenty One".

ARTICLE 3
Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Declaration, the following shall apply to Mystic Shores Unit Twenty One:

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 two thousand seven hundred (2700) 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 three thousand (3000) square feet of living area, excluding porches and garages. All improvements, including but not limited to the dwelling, must be constructed using new construction material and must be comprised of one hundred percent (100%) masonry, excluding windows, eaves and doors, with the exception of barns/stables/loafing sheds on Lots 2283-2288.

Lots consisting of two (2) acres or less shall have no more than two (2) buildings, with the dwelling being considered as one building. A detached garage, barn, workshop, etc., shall each be considered as a separate building for purposes of this paragraph. No guesthouse or servant's quarters shall be built on Lots consisting of two (2) acres or less. A Lot consisting of more than two (2) acres may have a maximum of three (3) buildings, including the dwelling, with the exception of Lots 2283-2288, which may have up to four (4) 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) is built above the 948 contour line as shown on the recorded plat, (ii) contains a minimum of five hundred (500) and no more than one thousand (1000) square feet, and (iii) 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, excluding loafing sheds on Lots 2283-2288. The term "masonry" shall not include "hardiplank" material, aluminum, asbestos, plywood, concrete block, or vinyl or metal siding. All roofing material must be standing metal seams, slate stone, concrete tile, clay tile, or other tiles of a ceramic nature. No composition or wood shingles will be permitted. Roof fans, attic fans, attic ventilators or other roof penetrations shall be installed on the portion of the roof having the least visibility from the street or other adjoining Tracts. Detached garages, workshops and barns, etc. must be erected, altered or placed on the property, either during or after construction of the dwelling and shall be no larger than thirty percent (30%) of the main dwelling (excluding all attached guest/servant's houses), based on square footage of living area, with the exception of Lots 2283-2288 which may have per lot, one (1) barn/stables not to exceed

three thousand (3000) square feet. Workshops, barns and detached garages may be the same height as the dwelling, but no taller. All barns and/or stables must be approved in writing by the Architectural Control Committee prior to start of construction and be constructed of twenty-six (26) gauge painted metal siding, with a masonry wainscot, matching masonry of dwelling, a minimum of thirty-six (36) inches high. Barns and/or stables to be a maximum of three thousand (3000) square feet with a limit of one structure per lot. A property owner of two (2) or more contiguous lots may build the barn and/or stable on one (1) lot and dwelling on the other adjoining lot(s). In addition, there will be allowed one ten (10) by thirty (30), three-sided loafing shed per four (4) acres owned. Loafing sheds will be constructed of the same material as barns and/or stables, excluding masonry requirement. The open side of a loafing shed or equipment barn shall not be visible from the street. 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 Control Committee 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.

3.2 Driveways. Driveways must be surfaced with either concrete, exposed aggregate, brick pavers, or a combination thereof. Driveways must be surfaced upon completion of construction of the dwelling unit. Driveways from the rear of the dwelling unit to other structures may be surfaced with crushed aggregate on Lots 2283-2288.

3.3 Landscaping. All homes that are built, must be landscaped. (See Design Guidelines for details.)

3.4 Setback Requirements. (See Appendix A of the Design Guidelines.)

3.5 Animal Husbandry. No livestock or poultry of any kind may be kept on any lot except that on Lots 2283-2288, horse(s) may be kept, a maximum of one (1) horse for every one and one-half (1 ½) full acres contained in the lot, as long as the keeping of said horse(s) does not become a public nuisance or threat to other owners as determined in the sole discretion of the Board. In the event that the Board determines that there exists a public nuisance or threat over the items listed in this paragraph, the Board shall notify the owner in writing within three (3) business days specifically describing such public nuisance or threat. After notice of such written notice is provided to the owner, the owner shall be provided a 30-day period to cure all of the allegations or reasons for the Board's determination of public nuisance or threat. At the expiration of the 30-day curative period and if no attempt for to cure has been made then such Board determination shall be conclusive; otherwise, if attempts to cure have been accomplished and provided to the Board, the owner shall be deemed to be in compliance unless such efforts are once again deemed unsatisfactory by the Board. If the curative measures are not satisfactory to the Board, the Board will then again be required to specifically list the deficiencies and allow an additional ten (10) days for the owner to cure. If the owner does not cure or cannot cure then the owner shall be afforded a public hearing over the curative measures performed to cure the nuisance or threat to the public. Foals under one (1) year will not count toward total. All horse(s) must be kept within fenced areas of said lot.

ARTICLE 4
Amendment to Supplemental Declaration

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

4.2 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 5
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 Second Amendment to the Supplemental Declaration on this the 18th day of June, 2007, and such Second Amendment entirely replaces and amends Document # 200706023208, Official Real Property Records of Comal County, Texas.

DECLARANT:

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

By: _____
Jack H. Dean, Vice President,
Bluegreen Southwest Land, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS §
§ §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 18th day of June, 2007, 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 entity.

Patricia D. Shirley
Notary Public, State of Texas

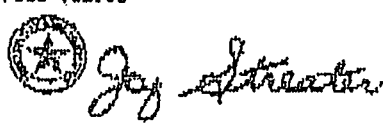
NOTARY PUBLIC STATE OF TEXAS
PATRICIA D. SHIRLEY
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 20, 2009

EXHIBIT "A"

Additional Property

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey made by Protech Engineering Group, dated a copy of which plat was recorded on April 12, 2007, in the real property records of Comal County, Texas under Clerk's Document # 200706015710 and to which plat reference is hereby made for a more particular description of said land.

Doc# 200706025607
Pages 5
06/19/2007 8:19AM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees $32.96



Doc# 200706025607

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C

Doc# 200706027105

Cross-reference to Clerk's Doc. #200206027138 Comal County, Texas Real Property Records.

THIRD AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MYSTIC SHORES UNIT TWENTY ONE

THIS THIRD AMENDMENT TO THE SUPPLEMENTAL DECLARATION is made by Bluegreen Southwest One, L.P., a Delaware limited partnership (hereinafter referred to as "Declarant") on the date listed below and on the acknowledgment.

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Mystic Shores under Clerk's Doc. # 200206027138 in the Official Public Records of Comal County, Texas (herein referred to as the "Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Mystic Shores Unit Twenty One under Clerk's Doc. # 200706016486 in the Official Public Records of Comal County, Texas (herein referred to as the "Supplement"); and

WHEREAS, Declarant prepared and filed of record that certain First Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions for Mystic Shores Unit Twenty One under Clerk's Doc. # 200706023208 in the Official Public Records of Comal County, Texas (herein referred to as the "First Amendment"); and

WHEREAS, Declarant prepared and filed of record that certain Second Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions for Mystic Shores Unit Twenty One under Clerk's Doc. # 200706025607 in the Official Public Records of Comal County, Texas (herein referred to as the "Second Amendment"); and

WHEREAS, Declarant wishes to fully amend and restate the Supplement and files this Third Amendment to fully amend and supercede the previously filed Supplement, First Amendment and Second Amendment through the filing of this Third Amendment to the Supplemental Declaration (the "Third Amendment"); 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

Third Amendment to the 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 Third Amendment 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 Third Amendment to the Supplemental Declaration shall be binding upon in accordance with the terms of the Declaration and such Third Amendment to the Supplemental Declaration hereby fully replaces and amends the previously filed Supplements in their entirety.

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 "Mystic Shores Unit Twenty One".

ARTICLE 3
Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Declaration, the following shall apply to Mystic Shores Unit Twenty One:

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 two thousand seven hundred (2700) 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 three thousand (3000) square feet of living area, excluding porches and garages. All improvements, including but not limited to the dwelling, must be constructed using new construction material and must be comprised of one hundred percent (100%) masonry, excluding windows, eaves and doors, with the exception of barns/stables/loafing sheds on Lots 2283-2288.

Lots consisting of two (2) acres or less shall have no more than two (2) buildings, with the dwelling being considered as one building. A detached garage, barn, workshop, etc., shall each be considered as a separate building for purposes of this paragraph. No guesthouse or servant's quarters shall be built on Lots consisting of two (2) acres or less. A Lot consisting of more than two (2) acres may have a maximum of three (3) buildings, including the dwelling, with the exception of Lots 2283-2288, which may have up to four (4) 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) is built above the 948 contour line as shown on the recorded plat, (ii) contains a minimum of five hundred (500) and no more than one thousand (1000) square feet, and (iii) 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, excluding loafing sheds on Lots 2283-2288. The term "masonry" shall not include "hardiplank" material, aluminum, asbestos, plywood, concrete block, or vinyl or metal siding. All roofing material must be standing metal seams, slate stone, concrete tile, clay tile, or other

tiles of a ceramic nature. No composition or wood shingles will be permitted. Roof fans, attic fans, attic ventilators or other roof penetrations shall be installed on the portion of the roof having the least visibility from the street or other adjoining Tracts. Detached garages, workshops and barns, etc. must be erected, altered or placed on the property, either during or after construction of the dwelling and shall be no larger than thirty percent (30%) of the main dwelling (excluding all attached guest/servant's houses), based on square footage of living area, with the exception of Lots 2283-2288 which may have per lot, one (1) barn/stables not to exceed three thousand (3000) square feet. Workshops, barns and detached garages may be the same height as the dwelling, but no taller. All barns and/or stables must be approved in writing by the Architectural Control Committee prior to start of construction and be constructed of twenty-six (26) gauge painted metal siding, with a masonry wainscot, matching masonry of dwelling, a minimum of thirty-six (36) inches high. Barns and/or stables to be a maximum of three thousand (3000) square feet with a limit of one structure per lot. A property owner of two (2) or more contiguous lots may build the barn and/or stable on one (1) lot and dwelling on the other adjoining lot(s). In addition, there will be allowed one ten (10) by thirty (30), three-sided loafing shed per four (4) acres owned. Loafing sheds will be constructed of the same material as barns and/or stables, excluding masonry requirement. The open side of a loafing shed or equipment barn shall not be visible from the street. 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 Control Committee 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.

3.2 Driveways. Driveways must be surfaced with either concrete, exposed aggregate, brick pavers, or a combination thereof. Driveways must be surfaced upon completion of construction of the dwelling unit. Driveways from the rear of the dwelling unit to other structures may be surfaced with crushed aggregate on Lots 2283-2288.

3.3 Landscaping. All homes that are built, must be landscaped. (See Design Guidelines for details.)

3.4 Setback Requirements. (See Appendix A of the Design Guidelines.)

3.5 Animal Husbandry. No livestock or poultry of any kind may be kept on any lot except that on Lots 2283-2288, horse(s) may be kept, a maximum of one (1) horse for every one and one-half (1 ½) full acres contained in the lot, as long as the keeping of said horse(s) does not become a public nuisance or threat to other owners as determined in the sole discretion of the Board. In the event that the Board determines that there exists a public nuisance or threat over the items listed in this paragraph, the Board shall notify the owner in writing within three (3) business days specifically describing such public nuisance or threat. After notice of such written notice is provided to the owner, the owner shall be provided a 30-day period to cure all of the allegations or reasons for the Board's determination of public nuisance or threat. At the expiration of the 30-day curative period and if no attempt for to cure has been made then such Board determination shall be conclusive; otherwise, if attempts to cure have been accomplished and provided to the Board, the owner shall be deemed to be in compliance unless such efforts are once again deemed unsatisfactory by the Board. If the curative measures are not satisfactory to the Board, the Board will then again be required to specifically list the deficiencies and allow an additional ten (10) days for the owner to cure. If the owner does not cure or cannot cure then the owner shall be afforded a public hearing over the curative measures performed to cure the nuisance or threat to the public. Foals under one (1) year will not count toward total. All horse(s) must be kept within fenced areas of said lot.

ARTICLE 4
Neighborhood Assessments for Unit Twenty One – Gated Neighborhood

4.1 Unit Twenty One shall have private roads and the assessment for maintaining the roads shall be borne by only Unit Twenty One lot owners and not the full Association.

4.2 Additionally, owner in Unit Twenty One shall be responsible for the expenses associated with the private road repair, gate maintenance repairs and entry system that shall be paid out of the Neighborhood Assessment listed below.

4.3 Unit Twenty One, Mystic Shores shall be subject to a Neighborhood Assessment for the benefit and use within the Neighborhood designated as "Unit Twenty One – Mystic Shores" only. The initial Neighborhood Assessment shall be FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per year, which may be amended and modified by the Association as needed or required in the future, but in no event may the assessment specific to Unit Twenty One be increased by more than 10% per year. Such Neighborhood Assessment shall be in addition to the annual assessment due and payable to the Association for the general upkeep of the entire development and as described in Article 8 of the Master Declaration.

4.4 The Association shall have the right to levy, fine and lien the owners of Unit Twenty One for non-payment of the Neighborhood Assessment as stated in the Master Restrictions for non-payment of Association Fees and/or Assessments.

ARTICLE 5
Amendment to Supplemental Declaration

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

5.2 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 6
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 Third Amendment to the Supplemental Declaration on this the 27th day of June, 2007, and such Third Amendment entirely replaces and amends Document # 200706023208 and Document # 200706025607, Official Real Property Records of Comal County, Texas.

DECLARANT:

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

By: _____
Jack H. Dean, Vice President,
Bluegreen Southwest Land, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS §
§ §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 27th day of June, 2007, 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 entity.

Patricia D. Shirley
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
PATRICIA D. SHIRLEY
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 20, 2009

EXHIBIT "A"

Additional Property

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey made by Protech Engineering Group, dated a copy of which plat was recorded on April 12, 2007, in the real property records of Comal County, Texas under Clerk's Document # 200706015710 and to which plat reference is hereby made for a more particular description of said land.

Doc# 200706027105
Pages 5
06/28/2007 3:35PM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees $32.96

Joy Streater

Doc# 200706027105

Doc# 200706035787

Cross-reference to Clerk's Doc. #200206027138 Comal County, Texas Real Property Records.

FOURTH AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MYSTIC SHORES UNIT TWENTY ONE

THIS THIRD AMENDMENT TO THE SUPPLEMENTAL DECLARATION is made by Bluegreen Southwest One, L.P., a Delaware limited partnership (hereinafter referred to as "Declarant") on the date listed below and on the acknowledgment.

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Mystic Shores under Clerk's Doc. # 200206027138 in the Official Public Records of Comal County, Texas (herein referred to as the "Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Mystic Shores Unit Twenty One under Clerk's Doc. # 200706016486 in the Official Public Records of Comal County, Texas (herein referred to as the "Supplement"); and

WHEREAS, Declarant prepared and filed of record that certain First Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions for Mystic Shores Unit Twenty One under Clerk's Doc. # 200706023208 in the Official Public Records of Comal County, Texas (herein referred to as the "First Amendment"); and

WHEREAS, Declarant prepared and filed of record that certain Second Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions for Mystic Shores Unit Twenty One under Clerk's Doc. # 200706025607 in the Official Public Records of Comal County, Texas (herein referred to as the "Second Amendment"); and

WHEREAS, Declarant prepared and filed of record that certain Third Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions for Mystic Shores Unit Twenty One under Clerk's Doc. # 200706027105 in the Official Public Records of Comal County, Texas (herein referred to as the "Third Amendment"); and

WHEREAS, Declarant wishes to fully amend and restate the Supplement and files this Fourth Amendment to fully amend and supercede the previously filed Supplement, First Amendment, Second Amendment and Third Amendment through the filing of this Fourth Amendment to the Supplemental Declaration (the "Fourth Amendment"); 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 Fourth Amendment to the 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 Fourth Amendment 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 Fourth Amendment to the Supplemental Declaration shall be binding upon in accordance with the terms of the Declaration and such Fourth Amendment to the Supplemental Declaration hereby fully replaces and amends the previously filed Supplements in their entirety.

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 "Mystic Shores Unit Twenty One".

ARTICLE 3
Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Declaration, the following shall apply to Mystic Shores Unit Twenty One:

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 two thousand seven hundred (2700) 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 three thousand (3000) square feet of living area, excluding porches and garages. All improvements, including but not limited to the dwelling, must be constructed using new construction material and must be comprised of one hundred percent (100%) masonry, excluding windows, eaves and doors, with the exception of barns/stables/loafing sheds on Lots 2283-2288.

Lots consisting of two (2) acres or less shall have no more than two (2) buildings, with the dwelling being considered as one building. A detached garage, barn, workshop, etc., shall each be considered as a separate building for purposes of this paragraph. No guesthouse or servant's quarters shall be built on Lots consisting of two (2) acres or less. A Lot consisting of more than two (2) acres may have a maximum of three (3) buildings, including the dwelling, with the exception of Lots 2283-2288, which may have up to four (4) 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) is built above the 948 contour line as shown on the recorded plat, (ii) contains a minimum of five hundred (500) and no more than one thousand (1000) square feet, and (iii) 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, excluding loafing sheds on Lots 2283-2288. The term "masonry" shall not include "hardiplank" material, aluminum, asbestos, plywood, concrete block, or vinyl or metal siding. All roofing material must be standing metal seams, slate stone, concrete tile, clay tile, or other tiles of a ceramic nature. No composition or wood shingles will be permitted. Roof fans, attic fans, attic ventilators or other roof penetrations shall be installed on the portion of the roof having the least visibility from the street or other adjoining Tracts. Detached garages, workshops and barns, etc. must be erected, altered or placed on the property, either during or after construction of the dwelling and shall be no larger than thirty percent (30%) of the main dwelling (excluding all attached guest/servant's houses), based on square footage of living area, with the exception of Lots 2283-2288 which may have per lot, one (1) barn/stables not to exceed three thousand (3000) square feet. Workshops, barns and detached garages may be the same height as the dwelling, but no taller. All barns and/or stables must be approved in writing by the Architectural Control Committee prior to start of construction and be constructed of twenty-six (26) gauge painted metal siding, with a masonry wainscot, matching masonry of dwelling, a minimum of thirty-six (36) inches high. Barns and/or stables to be a maximum of three thousand (3000) square feet with a limit of one structure per lot. A property owner of two (2) or more contiguous lots may build the barn and/or stable on one (1) lot and dwelling on the other adjoining lot(s). In addition, there will be allowed one ten (10) by thirty (30), three-sided loafing shed per four (4) acres owned. Loafing sheds will be constructed of the same material as barns and/or stables, excluding masonry requirement. The open side of a loafing shed or equipment barn shall not be visible from the street. 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 Control Committee 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.

3.2 Driveways. Driveways must be surfaced with either concrete, exposed aggregate, brick pavers, or a combination thereof. Driveways must be surfaced upon completion of construction of the dwelling unit. Driveways from the rear of the dwelling unit to other structures may be surfaced with crushed aggregate on Lots 2283-2288.

3.3 Landscaping. All homes that are built, must be landscaped. (See Design Guidelines for details.)

3.4 Setback Requirements. (See Appendix A of the Design Guidelines.)

3.5 Animal Husbandry. No livestock or poultry of any kind may be kept on any lot except that on Lots 2283-2288, horse(s) may be kept, a maximum of one (1) horse for every one and one-half (1 ½) full acres contained in the lot, as long as the keeping of said horse(s) does not become a public nuisance or threat to other owners as determined in the sole discretion of the Board. In the event that the Board determines that there exists a public nuisance or threat over the items listed in this paragraph, the Board shall notify the owner in writing within three (3) business days specifically describing such public nuisance or threat. After notice of such written notice is provided to the owner, the owner shall be provided a 30-day period to cure all of the allegations or reasons for the Board's determination of public nuisance or threat. At the expiration of the 30-day curative period and if no attempt for to cure has been made then such Board determination shall be conclusive; otherwise, if attempts to cure have been accomplished and provided to the Board, the owner shall be deemed to be in compliance unless such efforts are once again deemed unsatisfactory by the Board. If the curative measures are not satisfactory to the Board, the Board will then again be required to specifically list the deficiencies and allow an additional ten (10) days for the owner to cure. If the owner

does not cure or cannot cure then the owner shall be afforded a public hearing over the curative measures performed to cure the nuisance or threat to the public. Foals under one (1) year will not count toward total. All horse(s) must be kept within fenced areas of said lot.

ARTICLE 4
Neighborhood Assessments for Unit Twenty One – Gated Neighborhood

4.1 Unit Twenty One shall have private roads and the assessment for maintaining the roads shall be borne by only Unit Twenty One lot owners and not the full Association.

4.2 Additionally, lot owners in Unit Twenty One shall be responsible for the expenses associated with the private road repair, gate maintenance repairs and entry system that shall be paid out of the Neighborhood Assessment listed below EXCEPT Lots 2317, 2318, 2319, 2346, 2347, 2256, 2257 and 2258 shall not be responsible for any expenses associated with additional private road and maintenance assessments.

4.3 Unit Twenty One, Mystic Shores shall be subject to a Neighborhood Assessment for the benefit and use within the Neighborhood designated as "Unit Twenty One – Mystic Shores" only. The initial Neighborhood Assessment shall be FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per year, which may be amended and modified by the Association as needed or required in the future, but in no event may the assessment specific to Unit Twenty One be increased by more than 10% per year. Such Neighborhood Assessment shall be in addition to the annual assessment due and payable to the Association for the general upkeep of the entire development and as described in Article 8 of the Master Declaration.

4.4 The Association shall have the right to levy, fine and lien the owners of Unit Twenty One for non-payment of the Neighborhood Assessment as stated in the Master Restrictions for non-payment of Association Fees and/or Assessments.

ARTICLE 5
Amendment to Supplemental Declaration

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

5.2 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 6
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 Third Amendment to the Supplemental Declaration on this the 27th day of August, 2007, and such Fourth Amendment entirely replaces and amends Document # 200706023208, Document # 200706025607 and Document # 200706027105, Official Real Property Records of Comal County, Texas.

DECLARANT:

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

By: _____
Jack H. Dean, Vice President,
Bluegreen Southwest Land, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS §
§ §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 27th day of August, 2007, 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 entity.

_____
Notary Public, State of Texas

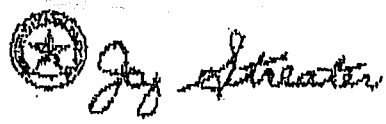
NOTARY PUBLIC STATE OF TEXAS
PATRICIA D. SHIRLEY
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 20, 2009

EXHIBIT "A"

Additional Property

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey made by Protech Engineering Group, dated a copy of which plat was recorded on April 12, 2007, in the real property records of Comal County, Texas under Clerk's Document # 200706015710 and to which plat reference is hereby made for a more particular description of said land.

Doc# 200706035787
Pages 6
08/28/2007 9:13AM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees $37.00



Doc# 200706035787