

the Owner. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Association from the Owner; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured to avoid the fine or suspension; (6) the amount of the fine; (7) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (8) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq*), if the Owner is serving on active military duty. The notice sent out pursuant to this paragraph is further subject to the following:

- a. First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the notice will state those items set out in (1) – (8) above, along with a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.
 - b. Repeat Violation – No Cure within 6 Months. If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, the notice will state those items set out in (1) - (3), (6) and (8) above, but will also state that because the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but has not cured the violation, then the Owner will be fined pursuant to the *Schedule of Fines* described below.
 - c. Continuous Violation. After an Owner has been notified of a violation as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines* described below, if the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.
6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "**Request**") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement

of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.
 8. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard, pursuant to Section 209.006 and Section 209.007 of the Texas Property Code. The Association may not foreclose its assessment lien on a debt consisting solely of fines.
 9. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.
-

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES:

New Violation:

Fine Amount:

Notice of violation and Right to Cure

\$25.00 (may be avoided if Owner cures the violation by the time specified in the notice)

Repeat Violation:

1st Notice (No Right to Cure)

\$50.00

2nd Notice (No Right to Cure)

\$75.00

3rd Notice (No Right to Cure)

\$100.00

4th Notice (No Right to Cure)

\$125.00

Continuous Violation:

Continuous Violation Notice

Amount TBD

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
10/20/2014 02:14:20 PM
KELLI 6 Page(s)
201406036865



Joy Streater

4/17 ✓
**FILED BY
PRESIDIO TITLE**



201406037323

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:

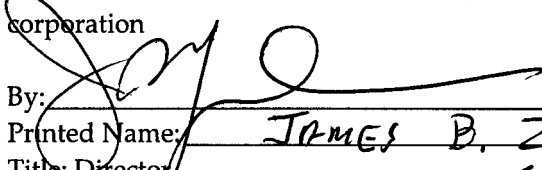
1. **Working Capital Assessment.** In accordance with *Section 8.9* of the Declaration, the Board adopts a working capital assessment in the amount of Six Hundred and No/Dollars (\$600.00) (the "**Working Capital Assessment**"). The Working Capital Assessment applies to all Lots subject to the Declaration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

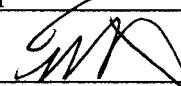
Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration.

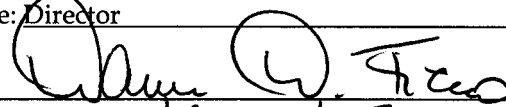
EXECUTED TO BE EFFECTIVE on the 25 day of September, 2014.

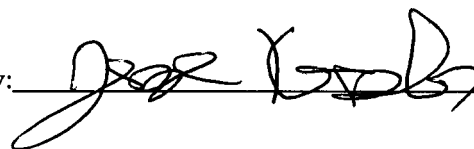
HAVENWOOD AT HUNTERS CROSSING PROPERTY
OWNERS ASSOCIATION, INC., a Texas non-profit
corporation

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

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

By: 
Printed Name: Thad Butcherford
Title: Director

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

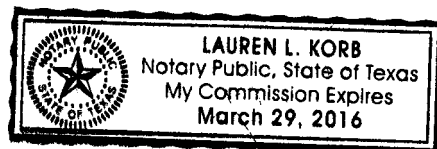
By: 

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)

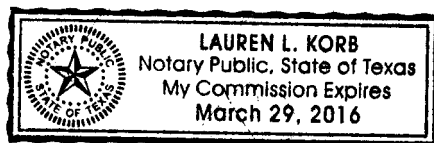


Lauren Korb
Notary Public Signature

THE STATE OF TEXAS §
 §
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 Thad 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)



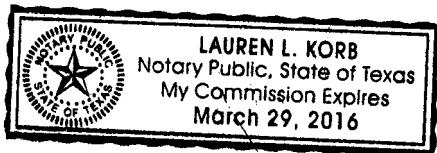
Lauren Korb
Notary Public Signature

THE STATE OF TEXAS §
738562v.2 56447-1

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)

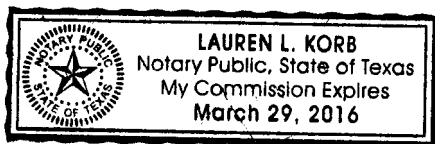


Lauren Korb
Notary Public Signature

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

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
10/23/2014 11:19:30 AM
LAURA 4 Page(s)
201406037323



Joy Streater

② 28+1
m



201506029936 07/29/2015 11:36:12 AM 1/28

Updated 03.11.2015



AFTER RECORDING RETURN TO:

↘ Robert D. Burton, Esq.
Winstead, PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

HAVENWOOD AT HUNTER'S CROSSING
DESIGN GUIDELINES

The attached Havenwood at Hunter's Crossing Design Guidelines (the "**Design Guidelines**") are part of the Governing Documents, as such term is defined in the 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 (the "**Declaration**"). Pursuant to *Section 9.3* of the Declaration, during the Development Period, the Declarant has the sole authority to adopt and amend the Design Guidelines. The Development Period has not expired. Declarant hereby adopts the amended the Design Guidelines, attached and incorporated herewith as Exhibit A.

IN WITNESS WHEREOF, the undersigned has executed these Design Guidelines on the 17 day of July, 2015.

DECLARANT:

SOUTHSTAR AT HAVENWOOD, LLC,
a Texas limited liability company

By: [Signature]
Printed Name: Thad Rutherford
Title: COO



THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 17 day of June, 2015, by Thad Rutherford, COO of SouthStar at Havenwood, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

[Signature]
Notary Public, State of Texas

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.



EXHIBIT "A"

HAVENWOOD AT HUNTERS CROSSING

ARCHITECTURAL AND SITE DESIGN GUIDELINES

Digital Plans Accepted
HAVHUNTE@ciramail.com

Mailing address for checks, etc:
Havenwood at Hunters
c/o RealManage, LLC
Vintage Oaks
1110 Vintage Way
New Braunfels, TX
78132

HAVENWOOD AT HUNTERS CROSSING
ARCHITECTURAL AND SITE DESIGN GUIDELINES

TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.01	OBJECTIVE OF THE GUIDELINES	1
1.02	RELATIONSHIP TO LEGAL DOCUMENTS.....	1
1.03	COMMUNITY MASTER PLAN.....	1
2.0	ORGANIZATION & RESPONSIBILITIES OF THE ARCHITECTURAL REVIEW BOARD (ARB)	1
2.01	MISSION AND FUNCTION	1
2.02	MEMBERSHIP	1
2.03	SCOPE OF RESPONSIBILITY.....	2
2.04	ENFORCEMENT POWERS.....	2
2.05	LIMITATION OF LIABILITY	2
3.0	THE DESIGN REVIEW PROCESS.....	2
3.01	REVIEW OF PLANS.....	2
3.02	CONDITIONS OF APPROVAL / REJECTION OF PLANS	2
3.03	ARCHITECTURAL AND CONTRACTOR REQUIREMENTS	3
3.04	FINAL REVIEW	3
3.05	ADDITIONAL MEETINGS WITH THE ARB.....	3
3.06	VARIANCES.....	3
3.07	BUILDER “CLEAN SITE” BOND.....	3
3.08	DESIGN REVIEW FEES.....	3
3.09	RENOVATION / ADDITIONS TO EXISTING STRUCTURES.....	3
3.10	FINAL APPROVAL.....	3
4.0	THE CONSTRUCTION PROCESS	4
4.01	CONSTRUCTION TIME LIMIT	4
4.02	BUILDER’S SIGN	5
4.03	PORT A JOHN	5
4.04	CONSTRUCTION ENTRANCE.....	5
4.05	EROSION CONTROL.....	5
4.06	SITE MAINTENANCE.....	6
4.07	RIGHT TO ENTER AND INSPECT PROPERTY FOR COMPLIANCE	6
4.08	CONDUCT OF WORKERS	6
4.09	REVISIONS AND CHANGES DURING CONSTRUCTION.....	7
4.10	ALTERATIONS / REMODELING / IMPROVEMENTS / REPAINTING OF APPROVED STRUCTURES...	7
5.0	SPECIFIC SUBMISSION REQUIREMENTS	7
5.01	PLAN SUBMISSION REQUIREMENTS FOR DESIGN REVIEW	7
6.0	ARCHITECTURAL GUIDELINES	8
6.01	GENERAL STANDARDS	8
6.02	MODULAR CONSTRUCTION	8
6.03	DWELLING SIZE / MINIMUM STANDARDS	8
6.04	SETBACK & BUILDING HEIGHT REQUIREMENTS	9
6.05	EXTERIOR COLOR GUIDELINES	9
6.06	PLAN REPETITION.....	9
7.0	SITE REQUIREMENTS: ARBESSORY AND DECORATIVE STRUCTURES.....	9

7.01	OUTBUILDINGS	9
7.02	ARBORS AND TRELLISES	9
7.03	FENCES AND WALLS	9
7.04	SWIMMING POOLS / HOT TUBS	10
7.05	CLOTHESLINE	10
7.06	TENNIS COURTS	10
7.07	CAMPING	11
8.0	SITE REQUIREMENTS: DRIVEWAYS	11
8.01	DRIVEWAYS	11
9.0	SITE REQUIREMENTS: LANDSCAPING IRRIGATION & LIGHTING	11
9.01	LANDSCAPE AND SUBMISSION REQUIREMENTS	11
9.02	LIGHTING	12
10.0	ADDITIONAL REQUIREMENTS	12
10.01	STORAGE OF RECREATIONAL VEHICLES AND EQUIPMENT	12
10.02	SIGNAGE	12
10.03	PROPANE STORAGE TANKS	12

FORMS:

APPLICATION FOR CONSTRUCTION	13
ARCHITECTURE REVIEW BOARD	15
CHECK LIST	15
APPLICATION FOR VARIANCE REQUEST	16
APPLICATION TO COMBINE ADJOINING TRACTS	17
APPENDIX A	18
DESIGN REVIEW CHECKLIST	19
BUILDER SIGN SAMPLE	20
ARB HOME CONSTRUCTION	21
CHECKLIST	21
NOTICE TO ALL BUILDERS	22

HAVENWOOD AT HUNTERS CROSSING *ARCHITECTURAL AND SITE DESIGN GUIDELINES*

Introduction

1.1 Objective of the Guidelines

This document has been prepared for promoting the development of a residential community known as Havenwood at Hunters Crossing. The standards of design expressed in this document are intended to describe our “vision” of the Development through procedures that are clearly outlined and informative. Our intent is to expedite your process of building an exceptionally high quality residence. Throughout the course of the Development, we may review and revise these Guidelines, as necessary to reflect changing conditions. Any changes will be noted in a separate amendment with corresponding date in the corner of the original Guidelines.

1.2 Relationship to Legal Documents

These guidelines are supplementary to the Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing, which are of Record. The criteria are intended to complement the Covenants and should a conflict arise, the Covenants shall prevail.

1.3 Community Master Plan

Havenwood at Hunters Crossing is a planned community that includes approximately 943 acres located at FM 1102, New Braunfels, Texas 78130. The Community includes a Park, a Swimming Pool and a Walking Trail.

Throughout the development of Havenwood at Hunters Crossing it is the intent of the developer to protect the natural features of the Hill Country. Consequently, these Design Guidelines will reflect that concern in its approach toward the Design Review and Construction of residences within Havenwood at Hunters Crossing.

Organization & Responsibilities of the Architectural Review Board (ARB)

2.1 Mission and Function

The Covenants state that no structure is to be erected in the Development without being approved by the ARB. Havenwood at Hunters Crossing ARB works with the design guidelines and Covenants to assure an attractive, compatible, and aesthetically pleasing community. The design guidelines are used by the ARB as guidelines for the evaluation of projects submitted to them. The final decision of the ARB may be based on purely aesthetic considerations. It is important to note that these opinions are subjective and may vary as committee members change over time. The developer reserves the right to revise and update the design guidelines as well as the performance and quality standards to respond to future changes.

2.2 Membership

The ARB is comprised of 3 to 5 members appointed by the Declarant, Southstar Communities LLC. A member of the corporation’s staff will chair the committee. The right to appoint members to the ARB shall be retained by the Declarant until one hundred percent of the parcels have been developed and conveyed to purchasers in the normal course of development. At such time, the Board of directors of the Association shall appoint the members of the ARB in accordance with Article 9.2 of the Covenants.

2.3 Scope of Responsibility

The ARB has the following responsibilities:

1. Evaluating each of the plans submitted by an owner for adherence to the design guidelines and compatibility of the design with the adjoining sites and common spaces.
2. Approving all new construction.
3. Monitoring the design and construction process in order to ensure conformance with the Covenants and Guidelines.
4. Enforcing the Design Guidelines through special assessment or self-help as described in the Covenants.
5. Interpreting the Covenants and Design Guidelines at the request of the Owners.
6. Approving all modifications to existing structures, including but not limited to walls, fences, material replacements, renovations, additions and landscaping in some units.

2.4 Enforcement Powers

Any structure or improvement that is placed on any home site without ARB approval is considered to be in violation of these guidelines and the Covenants. The ARB has the power to request that the non-conforming structure be brought into compliance at the owner's expense. Should the owner fail to comply with the requests of the board, the ARB will act in accordance with Article 9.9 of the Covenants to bring the non-conforming item into compliance.

2.5 Limitation of Liability

Approval by the ARB does not constitute a representation of warranty as to the quality, fitness, or suitability of the design or materials specified in the plans. Owners should work with their architect and or contractor to determine whether the design and materials are appropriate for the intended use. In addition, approval by the ARB does not assure approval by any governmental agencies that require permits for construction. Owners are responsible for obtaining or ensuring that their architect or contractor obtains all required permits before commencement of construction. The Declarant, the Association, the Board, any committee, or member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any home site. In all matters, the committees and their members shall be defended and indemnified by the Association as provided in Article 4.6 of the Covenants.

3.0 The Design Review Process

3.1 Review of Plans

The ARB will review design submissions at scheduled ARB meetings. There is one submission in the design review process. The submission reviews the architectural and site requirements. Submissions are due seven calendar days before each meeting. The ARB administrator will review submissions in advance of the scheduled meeting. Submission requirements are outlined in Section 9.3 of the Covenants and Section 5.01 of these guidelines.

3.2 Conditions of Approval / Rejection of Plans

Approval by the ARB shall in no way relieve the owner of responsibility and liability for the adherence to any applicable ordinances and codes. Plans submitted for review or any portion thereof, may be disapproved upon any grounds, which are consistent with the purpose and objectives of the ARB, including purely aesthetic considerations.

3.3 Architectural and Contractor Requirements

All plans for the construction of dwellings and other buildings or significant structures at Havenwood at Hunters Crossing must be designed and drawn by an architect who is registered and licensed in the State of Texas or a professional, experienced home designer.

3.4 Final Review

During final review, the designer submits a final set of construction drawings for the project. These drawings should address all the conditions imposed by the ARB and Restrictions. The ARB reserves the right to make design comments on any plan during this review.

3.5 Additional Meetings with the ARB

If an application for approval is denied or conditions are unacceptable, the applicant may request an additional meeting to discuss the plans with the ARB or an ARB representative.

3.6 Variances

From time to time, the design guidelines or existing site conditions may impose an undue hardship that may inhibit construction on a particular home site. In such case, the applicant may submit a written request for a variance to the ARB. The ARB will grant or deny the variance request in writing. No variances are allowed unless the applicant has received a written notice of approval from the ARB. Any variance granted is unique and does not set any precedent for future decisions of the ARB.

3.7 Builder “Clean Site” Bond & Builder Fees

Builder “Clean Site” bond/deposit amount can be established and published by the ARB. The purpose of the deposit is to assure compliance to workplace clean site standards. The builder can be fined for violation of the “Clean Site” standards at the discretion of the Southstar construction superintendent. Said fines, if any, will be deducted from the builder deposit, and the balance or the deposit will be refunded to the builder upon completion of home construction.

Builder fees have been added effective March 1, 2014 in an effort to cover the cost of large equipment damages to roadways.

3.8 Design Review Fees

Design review fees can be established and published by the ARB. The purpose of these fees would be to cover all expenses related to the processing of applications for construction. The Board reserves the right to change or waive these fees from time to time without prior notice. The “Clean Site” bond must be included with the submission. Submissions received without the “Clean Site” bond could be considered incomplete, and may be returned to the Owner. The ARB reserves the right to change the amount at any time without notice.

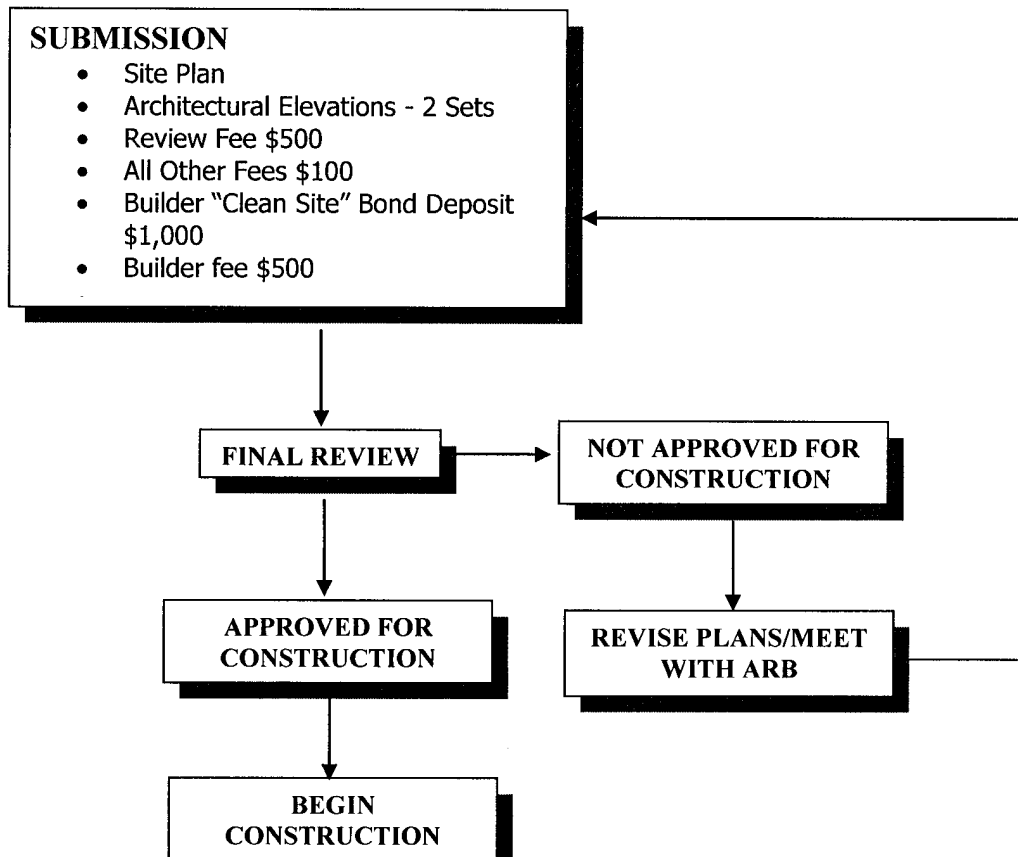
3.9 Renovation / Additions to Existing Structures

All renovations, additions, or improvements to existing structures shall be approved by the ARB. The applicant shall submit plans showing the nature of the work to be performed with the review fee, if any.

3.10 Final Approval

The final approval letter is issued after the board approves the submitted plans for construction.

THE ARCHITECTURAL REVIEW PROCESS



4.0 The Construction Process

4.1 Beginning Construction

Construction of any type may not begin without the following on site:

- 30 Cubic Yard Dumpster
- 8'x8' Plastic Lined Dump Box
- Chemical Toilet
- Construction Entrance with culvert if necessary

4.02 Construction Time Limit

The exterior of all dwellings and other structures must be completed within one year after the construction of same has commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency, or natural calamities as deemed by the ARB. If an extension is needed, the builder may submit an extension request, including projected completion

date, in writing to the ARB. Failure to complete the project within the deadline will result in either special assessment, self-help measures, or other enforcement rights as set forth in the Covenants.

If construction has not commenced within six months after the date of the final approval, it shall be deemed to have expired unless applicant, prior to such expiration date, has requested and received an extension in writing from the ARB.

4.3 Builder's Sign

Builder signs shall be placed on site two weeks prior to home construction. The sign shall remain properly installed throughout construction. Upon completion of home construction, builder sign must be removed within 14 days. Builder signs shall not be allowed on vacant lots or at any time other than construction of the home.

All signs will come from the same sign manufacturer and must be approved by the Developer. The Sign Connection, out of New Braunfels, Texas, has all the measurements, design, and paint colors for our requirements. Their number is (830) 625-7676.

As a builder, turn in all of the information that you would like to have on the sign (your company name, phone number, email, etc.). All information, logo and text, will be in black only. Remember the advertising is limited to your home building only. Your options are: sign and post only, builder installs; sign and post installed in ground by The Sign Connection; or sign may be placed on a skid instead of in ground. The estimated costs are: \$250 - \$400. Send all of this information to Havenwood at Hunters Crossing, c/o RealManage, 9601 Amberglenn Boulevard #150, Austin, TX 78729. See the sample Builders Sign on page 20.

All signs will be 4' x 4' in size and shall be placed on the front line at the center of the lot. The sign cannot be any higher than 72 inches from the ground to the top of the sign, and must include the address of the Lot.

Subcontractor signs are not allowed on the property. Any additional signage or displays found on a jobsite may be removed at any time without warning.

4.4 Chemical Toilet

A chemical toilet will be required for each job site. The port a john must be placed behind the builder's sign.

4.5 Construction Entrance

A construction entrance must be installed prior to the start of any work on the lot. The entrance, with culvert if necessary, must be built to eliminate the tracking of mud onto paved roads and allow for engineered drainage.

4.6 30 Cubic Yard Dumpster

A minimum of a 30 cubic yard dumpster must be present at all times. Said dumpster must be removed and replaced when full. Temporary or hand constructed (lumber) dumpsters shall only be allowed until the permanent 30 yard dumpster is delivered to the site (maximum of 5 days).

4.7 Erosion Control

The Texas Commission on Environmental Quality (TCEQ) Southstar Communities LLC to obtain a permit while constructing roads, installing utilities and performing construction activities. This permit authorizes us to discharge "*storm water associated with construction activity*". The TCEQ permit requires specific pollution prevention and control measures and reporting activities. Among the conditions and requirements

of this permit, Southstar must prepare and implement a Storm Water Pollution Prevention Plan (SWP3) that is tailored to our construction activity. Additionally, the control measures must be inspected every 14 days and after every rainfall event greater than 0.5 inches.

As defined in the TCEQ regulations, “*storm water associated with construction activity*” includes storm water runoff from a construction activity where soil disturbing activities (including clearing, grading, excavating) result in the disturbance of one (1) or more acres of total land area, or are part of a larger common plan of development or sale that will result in disturbance of one (1) or more acres of total land area.

Southstar’s general permit covers every lot in the subdivision for each section under construction. However, when title to a lot is conveyed to a purchaser, that lot is no longer under Southstar’s general permit. Therefore, the individual lot owner, prior to starting any construction activity that includes any type of earth disturbing activity, must apply for a TCEQ permit to discharge storm water and develop a SWP3 that is tailored to that construction site. Typically, the SWP3 includes control measures such as rock berms and silt fences that trap sediments and keep them from leaving the construction site. Additionally, the control measures must be inspected every 14 days and after every rainfall event greater than 0.5 inches. After construction is complete, the permit must stay in effect until the site is stabilized or until 70% of the native background vegetative cover has been established. At that point, the permit should be terminated.

If you, the lot owner, hire a building contractor, that contractor should apply for the TCEQ permit, prepare the SWP3, supervise the implementation of the SWP3, perform the inspections and terminate the permit when the site is stabilized. However, if you perform the general contracting duties yourself, you would be the “operator” and would be responsible for these requirements.

For additional information concerning TCEQ permitting requirements, you can access their web site at <http://tnrcc.state.tx.us>.

If you require assistance in preparing your permit application, SWP3 or inspections you can also contact Paragon Environmental Services (512) 527-0048. This firm specializes in Storm Water Compliance Management.

4.8 Dump Box

Before construction of foundation, an 8’x8’x4’ Dump Box lined with plastic shall also be constructed on each lot for the deposit of such materials as concrete, drywall related products, paint, etc. The cleaning of equipment related to these products shall be confined to the dump box.

4.9 Site Maintenance

Only usable construction materials may be stored on a construction site. Discarded construction materials, refuse and debris must be removed daily from the site, or contained within a trash dumpster. Storage or placement of materials within any right of way or easement is not permitted at any time. If trash is not removed on a regular basis, Havenwood at Hunters Crossing will remove the trash and an invoice will be sent to the Owner. No fires are allowed on construction sites. No petroleum-based products or other potentially hazardous or toxic substances may be disposed of on any lot or any drainage ditch, stream, or lake.

4.10 Right to Enter and Inspect Property for Compliance

The right of entry and inspection is specifically reserved by the ARB, its agents, and representatives to visit all or any portion of the Owner’s property for verifying compliance with the requirements of the ARB. A representative of the ARB will make periodic inspections during the entire construction period. The Owner will be notified in writing with a copy to the architect/designer and general contractor of any items and

exceptions noted in the inspection report and all such items and exceptions must be completed or resolved by the next meeting of the ARB.

4.11 Conduct of Workers

No alcohol or drugs are permitted on site. Animals are prohibited. Firearms are prohibited. No harassing or loud behaviors are permitted. Workers shall not be allowed to travel the property unnecessarily or use the amenities. Additional violations may result in the contractor being denied access to the property.

4.12 Revisions and Changes During Construction

All revisions and changes made during construction shall be submitted in writing to the ARB for approval prior to the implementation of such change. All revised drawings must be submitted along with the revision request. The ARB will grant the request in writing. Failure to obtain written approval for any revision during construction will result in fines being deducted from the construction deposit.

4.13 Alterations / Remodeling / Improvements / Repainting of Approved Structures

Any exterior change to an existing structure requires approval from the ARB before commencing with work. All exterior changes or renovations shall be submitted to the ARB for approval as outlined in Article 9 of the Covenants. All construction shall be subject to the construction regulations set forth in Section 4.0 of these guidelines.

4.14 Exterior Meter(s) and/or Panel(s)

If a structure is located within 100 feet of a transformer, any meter and/or panel **MUST** be affixed top that structure. Structures greater than 100 feet from a transformer may have an attached meter and/or panel, or the meter and/or panel may be located on a pedestal (i.e. Type 3R by Milbank) enclosure. Contact your electric provider for their specifications or requirements. **NO "RACKS", "FRAMES" OR SIMILAR STRUCTURES WILL BE ALLOWED.**

5.0 Specific Submission Requirements

5.1 Plan Submission Requirements for Design Review

The following submission requirements must be met prior to obtaining final approval for construction. A design review checklist can be found on the last page of these guidelines. **Include full size (24"x36") and small size (11"x17") plan set for review.**

(1) Existing conditions – min scale 1"=20'. Must include the following information:

- (a) Owner's name
- (b) Designer's name
- (c) North Arrow and scale
- (d) Property lines with dimensions and bearings
- (e) Setback lines
- (f) Easement lines
- (g) Adjacent street names
- (h) Outline of exterior walls, decks and driveways on adjacent lots

(2) Site Plan – min scale 1"=20'. Must include the following information:
(May be added to the existing conditions map.)

- (a) Proposed location of home.
- (b) Dimensions from corner of foundation to adjacent property line.
- (c) Proposed driveway.
- (d) Proposed fences.

- (e) Proposed retaining walls.
- (f) Proposed pool or spa location.
- (g) Proposed accessory structures. (out building, trellis, etc.)

- (h) Finish Floor Elevation (FFE) of first floor and garage.
- (i) Proposed two-foot contour lines.
- (j) Location of underground LP tank.

- (3) **Architectural Plans** – minimum scale of 1/4"=1'-0"
 - (a) **FLOOR PLANS**
 - (i) Interior rooms dimensioned and named.
 - (ii) All window and door openings shown.
 - (iii) Roof overhang with a dashed line.
 - (iv) Total square footage of structure.
 - (v) Heated square footage of structure. (Refer to your specific Unit Supplemental Declaration of Covenants, Conditions and Restrictions.)

 - (b) **BUILDING ELEVATIONS**
 - (i) Front, rear and two side elevations.
 - (ii) All elevations labeled so they correspond with site plan.
 - (iii) Exterior finish shown, including paint color & samples.
 - (iv) All decks and terraces shown.

- (4) **Landscape Plans** – minimum scale of 1"= 20' (If Required)
 - (a) Owner's name.
 - (b) Designer's name, address, telephone and fax number.
 - (c) North arrow and scale.
 - (d) Property lines with dimensions and bearings.
 - (e) Location of all structures (including decks, trellises, fences, gazebos, etc.), pavement and utilities.
 - (f) Location of all lawn areas and shrub bed lines.
 - (g) Location of all proposed plant material.
 - (h) Plant list with quantities, botanical names, common names, sizes and specifications.
 - (i) Location and specifications of all exterior lighting fixtures.
 - (j) Total area of lawn in square feet.
 - (k) Total area of lawn as percentage of site.

6.0 ARCHITECTURAL GUIDELINES

6.1 General Standards

Homes must be designed in conformity with the standards; requirements and guidelines set forth in the Covenants and the Design Guidelines. All footprints and garages must be sited within the setbacks. Plans submitted for review, or any portion thereof, may be disapproved upon any grounds, which are consistent with the purpose and objectives of the ARB, including purely aesthetic considerations.

6.2 Modular Construction

No modular home or manufactured home shall be placed, erected, constructed or permitted within the development. "Modular home and manufactured home" shall include any prefabricated or pre-built dwelling which consists of one or more transportable sections or components and shall also be deemed to include manufactured building, manufactured home, modular building, modular home, modular construction, and prefabricated construction as defined by the Texas State Building Code. Prefabricated accessory structures, such as sheds and gazebos, must be reviewed and approved in strict accordance with Article 9 of the Covenants.

6.3 Dwelling Size / Minimum Standards

Refer to your specific Unit Supplemental Declaration of Covenants, Conditions and Restrictions.

6.4 Setback & Building Height Requirements

See Appendix A.

6.5 Exterior Color Guidelines

All exterior colors of any structures must be natural or earth tones and must compliment the surrounding landscape. The Committee may, in its sole discretion, approve other color schemes so long as such colors compliment the subdivision.

6.6 Plan Repetition

The ARB may, in its sole and absolute discretion, deny a plan or elevation proposed for a particular Lot if a substantially similar plan or elevation exists on a Lot in close proximity to the Lot on which the plan or elevation is proposed. For residences on the same side of the street, plans with the same elevation can only be repeated every fifth Lot, unless otherwise approved by the ARB. In addition, plans with the same elevation cannot be placed on a Lot across the street or diagonal from any other Lot with the same plan.

7.0 SITE REQUIREMENTS: ACCESSORY AND DECORATIVE STRUCTURES

7.01 Accessory Structures

Each home site is limited to outbuildings as defined in your specific Unit Supplemental Declaration of Covenants, Conditions and Restrictions. The location and appearance of outbuildings shall be submitted and approved by the ARB prior to construction. Outbuildings should be architecturally compatible with the home, and similar in color. All outbuildings shall be within the building setback lines. The buildings shall be oriented so that access is indirect and they do not open on to the street. A detached garage, workshop, or guest/servant house, etc. is considered an accessory structure and shall be no larger than forty percent (40%) of the main dwelling livable square footage. A pool house or cabana is not considered an accessory structure and shall not be more than twenty percent (20%) of the main dwelling livable square footage (refer to your specific Unit Supplemental Declaration of Covenants, Conditions and Restrictions). All accessory structures shall be situated so that garage doors (if any) do not face the street on which the house fronts. Outdoor playsets are not considered accessory structures but must be reviewed by the ARB prior to constructing or placing on your homesite.

7.2 Arbors and Trellises

Arbors and Trellises are permitted. Location, elevations and finishes must be submitted to the ARB for approval prior to beginning construction.

7.3 Fences and Walls

Walls, fences and gates, if any, must be approved prior to commencement of construction by the Architectural Review Board or appropriate reviewing body and shall be on or within the Lot property line. No fence shall be more than six feet (6') high excluding fences surrounding tennis/sports courts whose proposed height shall be submitted to and subject to approval by the appropriate Architectural Review Board on a case-by-case basis. Fencing is allowed from the rear corner of the main dwelling and back. There shall be no fencing in front of the main dwelling.

Gateposts or columns may be constructed out of the following materials: a) Cedar or Steel (painted), not less than 8" in diameter; b) Stone; c) CMU or concrete with a plaster/stucco finish. Stone or Plaster/Stucco must be compliant with main dwelling.

Typically, only one entry/gate will be allowed from any lot. A second gate may be allowed for unusually large lots or lots with extreme topographical conditions. Entry gates shall be constructed from steel or wrought iron and painted black or brown. Gate design shall be approved by the Architectural Review Board. No standard galvanized ranch-type gates will be permitted.

Chain link or like fencing material may not be constructed, used in the construction of, or maintained on any tract except in connection with tennis and/or sports courts or with prior approval from the ARB.

Perimeter masonry screen walls are not allowed on any homesite. Masonry screen walls within the building envelope (within all building setbacks) may be allowed by the ARB upon review only and must meet specific aesthetic requirements at the sole discretion of the ARB.

Tennis and/or sports court fencing must be constructed of green-coated chain link fence material. The Architectural Review Board or other appropriate reviewing body, in its sole opinion, reserves the right to disapprove/approve any fence.

Cedar board on board or privacy fences are not allowed.

Allowed Fence Types

Fencing may be 2-3/8" steel pipe fence, painted black or brown. "Tightlock" or "Solidlock" mesh tensile steel class III galvanized wire shall be installed between the in-line posts. Spacing of the wire shall not exceed 6"x6" square. For steel pipe fence:

- ☞ In-line posts must be spaced and no more than 10 feet (10').
- ☞ A single top rail consisting of the same size pipe shall be placed on top of the in-line posts.
- ☞ A single bottom rail consisting of the same size pipe shall be placed on the bottom of the fence at 6" above finished grade.
- ☞ Wire must be left in natural color.

Fences may also be wrought iron.

- 1) All fences located within the building setbacks shall be wrought iron.
- 2) All portions of fence that face the front of the lot (and typically, the street) shall be wrought iron.
- 3) All corner homes shall have wrought-iron fence that faces the front of the lot. For the non-front street side, fence may be either King Ranch, wrought iron or 2-3/8" steel pipe.

All proposed fences must be reviewed by the ARB prior to installation. Construction of an un-approved fence will result in a fine and require a removal of the unapproved fence at owner's expense.

7.4 Swimming Pools / Hot Tubs

Above ground swimming pools are prohibited. Bubble covers for below ground swimming pools are prohibited. Pools may not be installed on the front or side yard of any home. All Plans for swimming pools must be submitted to the ARB for approval. Swimming pools which are installed in the rear yards of lots that are adjacent to other lots will be subject to additional screening requirements as imposed by the ARB.

Outdoor Hot Tubs are approved. Location of hot tub shall be shown on the site plan. Hot tubs shall not be installed on the front or side yard of any home. Hot tubs installed in the rear of lots adjacent to other lots will be subject to additional screening requirements as imposed by the ARB.

7.5 Clothesline

There shall be no outdoor clothesline on any home site.

7.6 Tennis Courts

Private tennis courts shall be permitted on tracts that are 3 acres or larger and must meet all set back requirements placed on the rear yard of the home and must be approved by the ARB.

7.7 Camping

No camping is permitted on the property.

7.8 Flagpoles

One flagpole is allowed per occupied homesite. Builder model and/or speculation homes may not have flagpoles. Flagpole may be no taller than the main dwelling, shall be located within 5' to 10' of the perimeter of the main dwelling, and shall only display the United States, Texas or United States Military flags. All other flags must be approved by the ARB prior to display and such flags shall only be flown temporarily at the sole discretion of the ARB.

7.9 Rain Barrels

Rain barrels are permitted. In general, location of rain barrels must be such that they are behind the rear corners of the home and screened from street view. Exterior materials shall be the same as those used on the main dwelling. All rain barrels must be reviewed by the ARB prior to construction.

7.10 Basketball Goals

Permanent basketball goals are permitted in the front of the residence on a Lot provided the basketball goal is located no closer to the street than the front elevation of the residence. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Basketball goals may not be mounted on the residence. Portable basketball goals are permitted on a Lot but can be located no closer to the street than the front elevation of the residence, and must be stored in the rear of the Lot or inside a garage from sundown to sunrise. Basketball goals must be properly maintained and painted, with the net in good repair. Homemade basketball goals are prohibited. Neither permanent nor portable basketball goals are permitted in any street right of way. All basketball goals, whether permanent or portable, must be submitted and approved by the ARB prior to construction or being placed on any Lot. A review fee in the amount determined by the ARB shall be submitted along with the plans needing review.

7.11 Sidewalks, pathways, and walkways

Sidewalks, pathways, and walkways must be constructed of either rock, concrete, or pavers.

8.0 SITE REQUIREMENTS: DRIVEWAYS

8.01 Driveways

Refer to your specific Unit Supplemental Declaration of Covenants, Conditions and Restrictions for lots that require driveways.

9.0 SITE REQUIREMENTS: LANDSCAPING IRRIGATION & LIGHTING

9.01 Landscape and Submission Requirements

Refer to your specific Unit Supplemental Declaration of Covenants, Conditions and Restrictions to determine if your home is required to be landscaped.

The landscape layout and plans must be approved in writing by the Architectural Review Board. Such landscape layout and plans shall include all landscaping, plant materials, irrigation, walls, walks, swimming pools, fences, or other features to be installed or constructed on any portion of the lot. The Architectural Review Board shall, in its sole discretion and authority, determine whether the landscape layout and plans submitted to it for review are acceptable.

Landscaping plans must be submitted for review by the Architectural Review Board at least thirty (30) days prior to home completion. Landscaping installation must be completed within ninety (90) days after the completion of home construction.

Landscaping shall be a well-designed balance of mature trees, shrubs, and lawn grass around the perimeter of each new home. Plants must screen most of exposed foundations. All new landscaping turf installed or planted must be Buffalo, Blue Grama, Zoysia or Bermuda Grass. Other low water requirement turf products will be considered and may be approved by the Architectural Review Board. All requirements for specific types of turf were included in the restrictions to encourage water conservation practices.

No more than the seventy five percent (75%) of any front yard area on any property, excluding driveway(s) and sidewalk(s), may be covered by rock material. Any deviation must have prior written approval by the Architectural Review Board. The rock material must be a part of an attractive xeriscaping landscaping plan for the yard. Large outcropping of bedrock is prohibited.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, without liability to the Owner, Contractor or any occupants of the Tract in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon said Tract, cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration. Payment for the charges shall be payable on the first day of the next calendar month.

9.2 Lighting

All exterior lights shall consist of fixtures that prevent light from escaping through the top and sides of the fixture. Down lighting is encouraged to reduce glare, better light drives and paths, and to protect neighboring properties from bright light sources.

Colored lights are prohibited. Spotlights / Floodlights will be considered on a case-by-case basis, depending on orientation and location. Pole lights will be reviewed on a case-by-case basis.

All path and landscape lighting must consist of low voltage lamps. Path and landscape lighting shall have a maximum height of 36". Landscape lighting must be concealed in daytime.

10.0 ADDITIONAL REQUIREMENTS

10.01 Storage of Recreational Vehicles and Equipment

Recreational Vehicles may not be kept on the property prior to the main dwelling being built. After dwelling is complete, said such items may be kept on property as long as they are parked only in garages serving the lots.

10.2 Signage

No permanent or temporary signs shall be constructed or placed upon any lot covered by the restrictions without written approval of the ARB. If a permitted sign is not maintained, the ARB shall give the property owner written notification of such. Required repairs must be made within five (5) business days of notification or the ARB shall have the right, but not the obligation, to have repairs made and charged to the property owner.

Refer to Section 4.03 for guidelines regarding builder signs.

No other signage of any kind, including, but not limited to, "For Sale" signs, "Sold" signs, "For Lease" signs, "For Rent" signs or any other third party utility or subcontractor signs shall be permitted on any vacant lot or lot which contains a home except as provided in Article 9.4(b)(1) of the Declaration of Covenants, or as stated below.

One professionally made "Home for Sale" sign may be installed in the ground for the sale or resale of a new or existing home. Such sign shall be 24"x24" in size, shall contain the Havenwood at Hunters Crossing logo and shall be placed at the front building line in the center of the lot. The ARB shall reserve the right to remove such "For Sale" sign at any time in its sole discretion.

These provisions do not apply to Declarant so long as Declarant still owns a lot in the subdivision. Notwithstanding, however, nothing herein shall prevent the Association from establishing rules for permitting celebration or recognition of Religious or National Holidays.



Propane Storage Tanks

Propane storage tanks must not be visible from the road and must be buried in the ground or fully screened off with masonry walls matching the dwelling. Living screen (landscaping) can also be used as means to screen the propane tank. Propane tank location must be approved by the ARB prior to installation.

HAVENWOOD AT HUNTERS CROSSING

APPLICATION FOR CONSTRUCTION

DATE

HOME SITE (UNIT/LOT):

TYPE OF CONSTRUCTION:

☐ FENCE

☐ RENOVATION / ADDITION

☐ NEW CONSTRUCTION

☐ POOL

☐ LANDSCAPE (Submit 30 days prior to completion of home)

PROPERTY OWNER:

ADDRESS TO MAIL PLANS (NO PO BOX):

CITY, STATE, ZIP:

TELEPHONE:

FAX:

EMAIL ADDRESS:

BUILDER:

ADDRESS:

CITY, STATE, ZIP:

TELEPHONE:

FAX:

EMAIL ADDRESS:

ARCHITECT / DESIGNER:

ADDRESS:

CITY, STATE, ZIP:

TELEPHONE:

FAX:

EMAIL ADDRESS:

APPLICATION CHECKLIST:

CONSTRUCTION DOCUMENTS:

Two sets of construction documents must be submitted to the ARB for review. Refer to Appendix A for specific requirements for each lot.

- | | |
|--|---|
| ☐ Site Plan | ☐ Landscape Plans |
| ☐ Building Elevations | ☐ Exterior Color Samples |
| ☐ Floor Plan | |

APPLICATION FEES

Make all Checks payable to Havenwood at Hunters Crossing POA

☐ Review Fee \$500

Date Received: _____

☐ Builder Fee \$500

Received by: _____

☐ All other ARB requests \$100

Check # _____

☐ Builder Bond Deposit \$1,000
(for compliance to "Clean Site" standards)

Date Received: _____

Note: To be refunded to builder upon completion of home construction less any fines for "Clean Site" violations.

Received by: _____

Check # _____

****Check must come from Builder**

Area Calculations:

Heated Square Footage: _____

Total Home site Area: _____

Agreement:

As the property owner and builder of the above described construction project, we acknowledge and agree that the improvements will be constructed in accordance with plans and specifications which have been approved by the Architectural Review Board.

We further acknowledge and understand that:

- ☐ We have read and understand the Covenants and Restrictions applicable to the property, all ARB Guidelines and will follow and obey said Covenants, Restrictions, and Guidelines.
- ☐ We are responsible for completing this project as described by the drawings and specifications approved by the board.
- ☐ We will maintain a clean construction site at all times and install a job sign, commercial dumpster, and job toilet, and a construction entrance in conformance with ARB guidelines. Builder understands that if he does not comply with clean site standards, that violations are subject to fines, at the discretion of Southstar's construction superintendent. Said fines will be taken out of the builder deposit.
- ☐ We are responsible for the conduct of all workers and subcontractors performing services on this project at all times while they are engaged by us.
- ☐ The builder and or property owner is responsible for applying for all utilities (including, but not limited to, electricity, water, and natural gas) immediately upon receiving approval for construction. Havenwood at Hunters Crossing will not be held responsible for construction delays due to the builder/owner's failure to apply

for utilities in a timely manner. Furthermore, Havenwood at Hunters Crossing will not be held liable for the failure of any utility to provide their services to the builder/owner in a timely manner.

Builder and Property Owner are responsible for installing base temporary drive to lot prior to starting construction activities.

Property Owner	Date
----------------	------

Contractor	Date
------------	------

**Architecture Review Board
Check List**

(please check items that are applicable)

Unit _____ Lot _____

(Meets Requirements)

- | | |
|--|---------------|
| 1. Review Fee = \$500 | Yes / No / NA |
| 2. All Other Fees = \$100 | Yes / No / NA |
| 3. Builder Fee = \$500 | Yes / No / NA |
| 4. Builders Bond = \$1,000
(must come from builder, not property owner) | Yes / No / NA |
| 5. Property Owner's Signature | Yes / No / NA |
| 6. Building Square Ft Requirement | Yes / No / NA |
| 7. Building Colors | Yes / No / NA |
| 8. Exterior Construction Material | Yes / No / NA |
| 9. Front/Back/Side Set Backs | Yes / No / NA |
| 10. Height Requirement | Yes / No / NA |
| 11. Side Entrance for Garage | Yes / No / NA |
| 12. Chimney Exterior Material | Yes / No / NA |
| 13. Driveway Finish | Yes / No / NA |
| 14. Electric Company | NBU / PEC |

Comments: _____

HAVENWOOD AT HUNTERS CROSSING
APPLICATION FOR VARIANCE REQUEST

**** Due to the importance of adhering to the Declaration of Covenants Conditions and Restrictions, and for the continuity of the community, we cannot grant variances. However, if you feel there is a severe hardship on your lot, complete and submit this form to the Architectural Review Board. The ARB will review variance requests on a case by case basis. Any variance granted is unique and does not set any precedent for future decisions of the ARB.**

DATE		HOME SITE (SECTION#/LOT#):	
TYPE OF VARIANCE:		☐ SET BACK	
		☐ OTHER	Street Name
PROPERTY OWNER:			
ADDRESS:			
CITY, STATE, ZIP:			
TELEPHONE:		FAX:	
EMAIL ADDRESS:			
DESCRIBE VARIANCE BEING REQUESTED WITH A SHORT EXPLANATION OF WHY IT IS NEEDED:			
PROPERTY OWNER		DATE	

HAVENWOOD AT HUNTERS CROSSING

APPLICATION TO COMBINE ADJOINING TRACTS

DATE

HOME SITE (SECTION/LOT):

PROPERTY OWNER:

ADDRESS:

CITY, STATE, ZIP:

TELEPHONE:

FAX:

EMAIL ADDRESS:

REASON FOR COMBINING TRACTS:

PROPERTY OWNER

DATE

APPENDIX A

SECTION	LOT#	MAX BUILDING HEIGHT		SET BACKS					
		HOME	ACCESS BUILDINGS	FRONT		REAR		SIDE	
				Lft	Rt	Lft	Rt	Lft	Rt
1	All Lots*	35	25	50		50		10	
2	All Lots*	35	25	50		50		10	
3	All Lots*	35	25	50		50		10	
3	188	35	25	50		90		10	
3	190	35	25	50		90		10	
3	191	35	25	50		90		10	
3	192	35	25	50		90		10	
3	193	35	25	50		90		10	
3	194	35	25	50		90		10	
3	195	35	25	50		90		10	
3	225	35	25	50		90		10	
3	226	35	25	50		90		10	
3	227	35	25	50		90		10	
3	228	35	25	50		90		10	
3	229	35	25	50		90		10	
3	230	35	25	50		90		10	
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3	239	35	25	50		90		10	
3	240	35	25	50		90		10	
3	241	35	25	50		90		10	
3	242	35	25	50		90		10	
3	243	35	25	50		90		10	
3	244	35	25	50		90		10	
4	All Lots*	35	25	50		50		10	
Surveyed Lot	Tract 1	35	25	50		50		10	
Surveyed Lot	Tract 2	35	25	50		50		10	

Design Review Checklist

Existing conditions – min scale 1"=20' Must include the following information:

- ☐ Owner's name
- ☐ Designer's name
- ☐ North Arrow and scale.
- ☐ Property lines with dimensions and bearings.
- ☐ Setback lines
- ☐ Easement lines
- ☐ Adjacent street names
- ☐ Outline of exterior walls, decks, and driveways on adjacent lots.

Site Plan – min scale 1"=20' Must include the following information:

(May be added to the existing conditions map.)

- ☐ Proposed location of home.
- ☐ Dimensions from corner of foundation to adjacent property line.
- ☐ Proposed driveway
- ☐ Proposed fences
- ☐ Proposed retaining walls
- ☐ Proposed pool or spa location.
- ☐ Proposed accessory structures (out building, trellis, etc.)
- ☐ Finish Floor Elevation (FFE) of first floor and garage.
- ☐ Proposed two-foot contour lines
- ☐ Location of underground LP tank

Architectural Plans – minimum scale of 1/4"=1'-0"

FLOOR PLANS

- ☐ Interior rooms dimensioned and named.
- ☐ All window and door openings shown
- ☐ Roof overhang with a dashed line
- ☐ Total square footage of structure
- ☐ Heated square footage of structure (Refer to your specific Unit Supplemental Declaration of Covenants, Conditions and Restrictions.)

BUILDING ELEVATIONS

- ☐ Front, rear and two side elevations.
- ☐ All elevations labeled so they correspond with site plan.
- ☐ Exterior finish shown, including paint color & samples.
- ☐ All decks and terraces shown.

Landscape Plans -- minimum scale of 1"= 20' (If Required)

- ☐ Owner's name
- ☐ Designer's name, address, telephone and fax number
- ☐ North arrow and scale
- ☐ Property lines with dimensions and bearings.
- ☐ Location of all structures (including decks, trellises, fences, gazebos, etc.), pavement and utilities
- ☐ Location of all lawn areas and shrub bed lines.
- ☐ Location of all proposed plant material
- ☐ Plant list with quantities, botanical names, common names, sizes and specifications.
- ☐ Location and specifications of all exterior lighting fixtures.
- ☐ Total area of lawn in square feet.
- ☐ Total area of lawn as percentage of site.

**BUILDER SIGN SAMPLE
(with estimated costs)**



BUILDER SIGN

4' x 4' - \$205.56 Install \$160.00

Total w/tax - \$392.06

All Colors Allowed

Install w/skids or posts

ARB HOME CONSTRUCTION CHECKLIST

1. Before Construction

- Dumpster
- Port A John
- Proper driveway culverts-construction entrance
- Receipt of builder's deposit

2. Construction Phase

- Verify site location. i.e.; Compliance to setbacks.
- Clean site being maintained.
- Periodic site visit to check for compliance.
 - Masonry
 - Roof Materials
 - Colors (if applicable)

3. Final Inspections

- Meet restriction requirements including drives, fencing, landscaping, etc.

4. Refund of builder's deposit.

NOTICE TO ALL BUILDERS

All builders are required to follow these *Workplace Standards* on this Southstar Community.

 **Havenwood at Hunters Crossing** is a Southstar Community ***“Clean Site”***. All builders are required to do the following prior to starting home construction:

- Place a dumpster on the lot (site must be kept clean at all times)
- Place a port-o-let on the lot
- Install a construction entrance (minimum of 3” to 5” rock)

Contractors are required to continuously abide by these workplace standards on this Southstar Community. Violations are subject to fines, at the discretion of the Southstar construction superintendent.

Southstar Communities LLC

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
07/29/2015 11:36:12 AM
KELLI 28 Page(s)
201506029936



Bobbie Koepp

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201506029937 07/29/2015 11:36:13 AM 1/7

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.

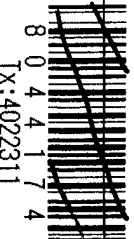
Winstead PC

401 Congress Ave., Suite 2100

Austin, Texas 78701

**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.



**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: [Signature]
Printed Name: Mr. J. M. D.
Title: COO

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 20 day of July, 2015, by Thad Rutherford, COO of SouthStar at Havenwood, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

Heather Hayes
Notary Public, State of Texas



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
07/29/2015 11:36:13 AM
KELLI 7 Page(s)
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Bobbie Koepp

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

AUSTIN 1/776978v.1
56447-1 03/12/2015



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m



AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
WINSTEAD PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that he/she is the duly elected, qualified and acting as Secretary of Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas non-profit corporation (the "Association"), and that attached hereto as Exhibit A and made a part hereof is a true and correct copy of the Amended and Restated Fine and Enforcement Policy, approved and adopted at a duly called meeting of the Board of Directors of the Association.

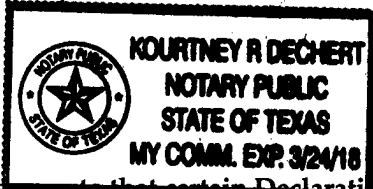
IN WITNESS WHEREOF, the undersigned has executed this certificate on the 20th day of July, 2015.

Caren H White

STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me on July 20th 2015, by Caren H White Secretary of Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

[SEAL]



Kourtney R DeChert
Notary Public Signature

Cross Reference to 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 and supplemented.

EXHIBIT "A"

**AMENDED AND RESTATED FINE AND
ENFORCEMENT POLICY
OF
HAVENWOOD AT HUNTERS CROSSING PROPERTY
OWNERS ASSOCIATION, INC.
(a Texas nonprofit corporation)**

Cross Reference to 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 and supplemented.

**AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY OF
HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC.**

This Amended and Restated Fine and Enforcement Policy (this “**Amended and Restated Fine and Enforcement Policy**”) of Havenwood at Hunters Crossing Property Owners Association, Inc. (the “**Association**”) is hereby set forth as follows:

RECITALS:

A. Pursuant to *Section 4.3* and *Section 10.2* of the 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 and supplemented (the “**Declaration**”) and *Article 3(C)* of the First Amended and Restated By-laws of Havenwood at Hunters Crossing Property Owners Association, Inc. (the “**Bylaws**”), the Board has the authority to promulgate reasonable rules and regulations concerning enforcement of the covenants and restrictions contained in the Governing Documents, including but not limited to the Declaration.

B. The Board previously adopted rules and regulations concerning levying fines for, and the enforcement of, violations to the provisions of the Governing Documents, as such term is defined in the Declaration, through the recordation of the Fine and Enforcement Policy, recorded under Document No. 201406036865 in the Official Public Records of Comal County, Texas (the “**Original Collection Policy**”).

C. At its duly called meeting held on June 2, 2015, the Board considered and determined that it was in the best interest of the Association to amend and restate the Original Collection Policy, and the Board did so in the form of the Amended and Restated Fine and Enforcement Policy, attached hereto as **Exhibit A-1**.

EXHIBIT A-1

HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC. AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY

1. Background. Havenwood at Hunters Crossing is subject to that certain Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing, recorded in the Official Public Records of Comal County, Texas, as amended ("**Declaration**"). In accordance with the Declaration, Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas non-profit corporation (the "**Association**") was created to administer the terms and provisions of the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, the Articles of Incorporation, the Bylaws and any rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "**Restrictions**"), including the obligation of Owners to pay fines for violations of the Restrictions.

The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

2. Policy. The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.
3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.
4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.
5. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice via certified mail, return receipt requested, and an opportunity to be heard, if requested by

the Owner. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Association from the Owner; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured to avoid the fine or suspension; (6) the amount of the fine; (7) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (8) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq*), if the Owner is serving on active military duty. The notice sent out pursuant to this paragraph is further subject to the following:

- a. First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the notice will state those items set out in (1) – (8) above, along with a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.
 - b. Repeat Violation – No Cure within 6 Months. If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, the notice will state those items set out in (1) - (3), (6) and (8) above, but will also state that because the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but has not cured the violation, then the Owner will be fined pursuant to the *Schedule of Fines* described below.
 - c. Continuous Violation. After an Owner has been notified of a violation as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines* described below, if the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.
6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "**Request**") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement

of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A-2.

7. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.
8. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard, pursuant to Section 209.006 and Section 209.007 of the Texas Property Code. The Association may not foreclose its assessment lien on a debt consisting solely of fines.
9. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The remedies provided for in this policy are cumulative and not exclusive. The Board may elect to pursue such additional remedies at any time in accordance with the Restrictions and applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES:

New Violation:

Fine Amount:

Notice of violation and Right to Cure	\$25.00 (may be avoided if Owner cures the violation by the time specified in the notice)
---------------------------------------	--

Repeat Violation:

1 st Notice (No Right to Cure)	\$50.00
2 nd Notice (No Right to Cure)	\$75.00
3 rd Notice (No Right to Cure)	\$100.00
4 th Notice (No Right to Cure)	\$125.00

Continuous Violation:

Continuous Violation Notice	Amount TBD
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CONSTRUCTION FINES:

Pursuant to the Restrictions, any prohibited construction activities within Havenwood at Hunters Crossing are subject to Construction Fines. Construction Fines commence upon the expiration of the cure period provided in the First Notice. There is no Warning Notice. Construction Fines may be assessed pursuant to the schedule of fines as follows. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation. Each fine shall be levied per occurrence unless otherwise specified therein:

Construction without ARB Approval	\$2,000
Failure provide final landscape plan to ARB	\$250.00
Failure to complete improvements, including but not limited to landscaping, pursuant to the plans approved by the ARB	\$500
Inadequate Construction Entry	\$250
Inadequate/Removed Silt Fence	\$250
Excessive Mud/Debris on Street	\$250 plus \$50/day
Excessive Construction Debris	\$250 plus \$50/day
Unauthorized dumping	\$1000 plus cost of removal

No Dumpster Provided	\$150 plus \$50/day
No Chemical Toilet Provided	\$150 plus \$25/day
Violation of designated construction times	\$100
Encroachment onto adjacent properties	\$500 plus repair cost
Damage to streets, curbs, infrastructure, gates	\$1,000 plus cost of repair
Damage to front rock structures	\$1,000 plus cost of repair
Damage to signage	\$250 plus cost of repair
Unauthorized earthwork or site alteration/unauthorized blasting	\$500.00
Unauthorized tree killing or removal from Common Area	\$1,000 plus cost of repair
Removal of live limbs or endangering a tree*	\$1,000
Removal of brush or other significant vegetation*	\$500.00
Removal of a significant site feature*	\$500.00 per feature
Failure to properly dispose of debris, including but not limited to vegetative debris	\$250.00
Miscellaneous Violation of Construction Rules	TBD by ARB

*without property owner approval

**EXHIBIT A-2
HEARING BEFORE THE BOARD**

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer. The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Restrictions sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer. This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by [Owner] be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and [Owner] to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer. This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.



Bobbie Koepf

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**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE FOR
HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC.**

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code.
This amends all prior Management Certificates filed for this association

Per Texas Property Code 209.004) (effective September 1, 2013) "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Property Owners' Association Management Certificate"

State of Texas §

County of Comal §

1. Name of Subdivision: Havenwood at Hunters Crossing
2. Subdivision Location: Comal County
3. Name of Homeowners Association: Havenwood at Hunters Crossing Property Owners Association Inc.
4. Recording Data for Association: See Below:

Plat, filed 4/20/2006 under Document number 200606015745
Plat, filed 9/19/2006 under Document number 200606040000
Plat, filed 10/26/2006 under Document number 200606046131
Plat, filed 11/19/2007 under Document number 200706047038

5. Recording Data for Declaration: See Below:

Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing, file date 4/21/2006 under document number 200606015924

Supplemental Declaration of Covenants Conditions and Restrictions for Havenwood at Hunters Crossing Unit One, file date 4/21/2006 under document number 200606015925

Supplemental Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing Unit Two, file date 9/19/2006 under document number 200606040064

Supplemental Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing Unit Three, file date 10/30/2006 under document number 200606046401

Supplemental Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing Unit Four, file date 11/20/2007 under document number 200706047215

Supplemental Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing Tracts 1 & 2 file date 2/22/2008 under document number 200806007362

First Amendment to Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing file date 12/27/2011 under document number 201106044283

Assignment of Declarant's Rights file date 5/9/12 under document 201206016392

Second Amendment to Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing file date 12/28/12 under document number 201206045620

6. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowners association:

Bylaws of Havenwood at Hunters Crossing POA file date 11/21/2006 under document number 200606049500

Notice to Prospective Purchasers of Hunters Crossing Subdivision Lots Regarding Property Owner Association, Subdivision Restrictions, Resale Certificates and Transfer fees, file date 4/17/2009 under document number 200906013082

Certification, file date 9/17/2012 under document number 201206032309

First Amended and Restated Bylaws of Havenwood at Hunters Crossing Property Owners Association, Inc. file date 12/28/2012 under document number 201206045621

Havenwood at Hunters Crossing Design Guidelines filed under document number 201506029936

Fine and Enforcement Policy filed under document number 201506030332

Adoption of Working Capital Assessment filed under document number 201406037323

Articles of Incorporation are attached and filed with this Certificate

7. Mailing Address and Contact Information for the Association and the Managing Agent:

Spectrum Association Management
17319 San Pedro Ave #318
San Antonio, TX 78232
contact@spectrumam.com
210-494-0659 Fax: 210-494-0887

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 18th day of May, 2016

Havenwood at Hunters Crossing Property Owners Association, Inc.

By: 
Gail Jaszcz (of Spectrum Association Management) Managing Agent

State of Texas §

County of Comal §

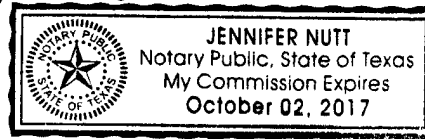
This Instrument was acknowledged and signed before me on 18 May, 2016 by
Gail Jaszcz, representative of Spectrum Association Management, LP, the Managing Agent for

Havenwood at Hunters Crossing Property Owners Association, Inc.

After Recording Return To:
Spectrum Association Management
Attn: Transitions
17319 San Pedro, #318
San Antonio, TX 78232

Jennifer Nutt

Notary Public, State of Texas



**ARTICLES OF INCORPORATION
OF
HAVENWOOD AT HUNTERS CROSSING
PROPERTY OWNERS ASSOCIATION, INC.**

FILED
In the Office of the
Secretary of State of Texas

FEB 22 2006

Corporations Section

I, the undersigned natural persons over the age of eighteen (18), acting as incorporator, adopt the following Articles of Incorporation of the HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC. (referred to as the "Corporation") under the terms of the Texas Non-Profit Corporation Act (referred to as the "Act"):

ARTICLE 1

NAME

The name of the Corporation is the HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE 2

NONPROFIT CORPORATION

The Corporation is a nonprofit corporation.

ARTICLE 3

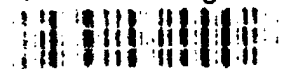
DURATION

The period of the duration of the Corporation shall be perpetual.

ARTICLE 4

PURPOSES

The purpose for which the Corporation is organized includes, but is not limited to the following:



RECEIVED

FEB 22 2006

Secretary of State

A. To manage and maintain any and all common areas, easements non-dedicated streets, alley ways, parks, lakes, or otherwise generally accessible areas conveyed or to be conveyed to the HAVENWOOD AT HUNTERS CROSSING Property Owners Association in the HAVENWOOD AT HUNTERS CROSSING Subdivision in COMAL COUNTY, Texas. Such HAVENWOOD AT HUNTERS CROSSING Subdivision being created out of the certain tracts or parcels of land in COMAL COUNTY, Texas, and being the same property described in the deed recorded as Document # 200506026533, 15 Pages, in the Official Real Property Records of COMAL County, Texas as well as any platted Units for residential development or Units to be platted as a part of HAVENWOOD AT HUNTERS CROSSING in COMAL County, Texas.

B. To promote a community spirit and neighborly cooperation among all of the residents of HAVENWOOD AT HUNTERS CROSSING Subdivision, and to take such steps as may be necessary or appropriate for the promotion, protection, and care of any and all occupied and unoccupied lots in HAVENWOOD AT HUNTERS CROSSING Subdivision;

C. To supervise, enforce, and comply with all of the restrictive covenants and conditions as may be imposed upon any of the lot owners in the HAVENWOOD AT HUNTERS CROSSING Subdivision, as above described;

D. To enter into any agreements, documents, and things whatsoever, as may be incidental or appropriate to the carrying out of the foregoing purposes, including the hiring of any and all employees, agents, security guards, accountants, attorneys, or other parties as may be necessary or appropriate.

E. Such additional powers as needed to do everything as determined by the bylaws and by the Board of Directors of the Corporation, as such acts are authorized by the Texas Non-Profit Corporation Act, as is now in force, as the same may be from time to time hereafter amended.

ARTICLE 5
MEMBERSHIP

The Corporation shall have one or more classes of members as provided in the bylaws of the Corporation.

ARTICLE 6
INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation is 14500 Ranch Road 12, Suite 2, Wimberley, Texas 78676. The name of the initial registered agent at the office is JACK H. DEAN.

ARTICLE 7
BOARD OF DIRECTORS

The qualifications, manner of selection, duties, terms and other matters relating to the Board of Directors shall be provided in the bylaws. The initial Board of Directors shall consist of three persons. The number of directors may be increased or decreased by amendment of the bylaws. In electing directors, members shall not be permitted to cumulate their votes. The initial Board of Directors shall consist of the following persons at the following addresses:

<u>NAME OF DIRECTOR</u>	<u>STREET ADDRESS</u>
JACK H. DEAN	14500 Ranch Road 12, Suite 2 Wimberley, Texas 78676
TERRELL JONES	4960 Conference Way N Suite 100 Boca Raton, FL 33431
DANIEL C. KOSCHER	4960 Conference Way N Suite 100 Boca Raton, FL 33431

ARTICLE 8

LIMITATION ON LIABILITY OF DIRECTORS

A director is not liable to the Corporation or members for monetary damages for an act or omission in the director's capacity as director, except to the extent otherwise provided by a statute of the State of Texas.

ARTICLE 9

INDEMNIFICATION

The Corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other person related to the Corporation as provided by the provisions in the Act governing indemnification. As provided in the bylaws, the Board of Directors shall have the authority to define the requirements and limitations for the Corporation to indemnify directors, officers, members or other related to the Corporation.

ARTICLE 10

CONSTRUCTION

All references in these Articles of Incorporation to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

ARTICLE 11

INCORPORATORS

The name and street address of the incorporator is:

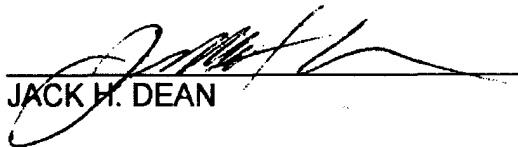
NAME OF INCORPORATOR

JACK H. DEAN

STREET ADDRESS

14500 Ranch Road 12, Suite 2
Wimberley, Texas 78676

We executed these Article of Incorporation on this 21 day of February, 2006.


JACK H. DEAN

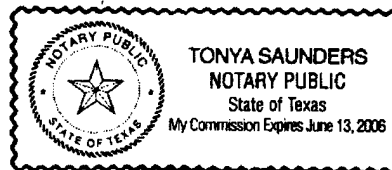
ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF HAYS)(

JACK H. DEAN acknowledged this instrument before me on this the 21 day of February 2006.


Notary Public, State of Texas



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/23/2016 12:40:29 PM
CHRISTY 8 Page(s)
201606020808



Bobbie Koepp

**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE 1st AMENDED FOR
HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC.**

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code.

This amends all prior Management Certificates filed for this association

Per Texas Property Code 209.004) (effective September 1, 2013) "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Property Owners' Association Management Certificate"

State of Texas §

County of Comal §

1. Name of Subdivision: Havenwood at Hunters Crossing
2. Subdivision Location: Comal County
3. Name of Homeowners Association: Havenwood at Hunters Crossing Property Owners Association Inc.
4. Recording Data for Association: See Below:

Plat, filed 4/20/2006 under Document number 200606015745
Plat, filed 9/19/2006 under Document number 200606040000
Plat, filed 10/26/2006 under Document number 200606046131
Plat, filed 11/19/2007 under Document number 200706047038

5. Recording Data for Declaration: See Below:

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Supplemental Declaration of Covenants Conditions and Restrictions for Havenwood at Hunters Crossing Unit One, file date 4/21/2006 under document number 200606015925

Supplemental Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing Unit Two, file date 9/19/2006 under document number 200606040064

Supplemental Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing Unit Three, file date 10/30/2006 under document number 200606046401

Supplemental Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing Unit Four, file date 11/20/2007 under document number 200706047215

Supplemental Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing Tracts 1 & 2 file date 2/22/2008 under document number 200806007362

First Amendment to Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing file date 12/27/2011 under document number 201106044283

Assignment of Declarant's Rights file date 5/9/12 under document 201206016392

Second Amendment to Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing file date 12/28/12 under document number 201206045620

6. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowner's association:

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Certification, file date 9/17/2012 under document number 201206032309

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Havenwood at Hunters Crossing Design Guidelines filed under document number 201506029936

Fine and Enforcement Policy filed under document number 201506030332

Adoption of Working Capital Assessment filed under document number 201406037323

Articles of Incorporation are attached and filed under Document Number 201606020808

Billing Policy and Payment Plan Guidelines dated 12/12/2016 are filed with and attached to this Certificate.

7. Mailing Address and Contact Information for the Association and the Managing Agent:
Spectrum Association Management
17319 San Pedro Ave #318
San Antonio, TX 78232
contact@spectrumam.com
210-494-0659 Fax: 210-494-0887

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 2nd day of February, 2017

Havenwood at Hunters Crossing Property Owners Association, Inc.

By: Gail Jaszcz
Gail Jaszcz (of Spectrum Association Management) Managing Agent

State of Texas §

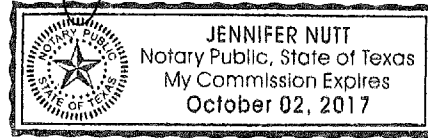
County of Bexar §

This Instrument was acknowledged and signed before me on 2 February, 2017 by

Gail Jaszc, representative of Spectrum Association Management, LP, the Managing Agent for
Havenwood at Hunters Crossing Property Owners Association, Inc.

After Recording Return To:
Spectrum Association Management
Attn: Transitions
17319 San Pedro, #318
San Antonio, TX 78232

Jennifer Nutt
Notary Public, State of Texas



**HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC'S
BILLING POLICY AND PAYMENT PLAN GUIDELINES**

I. BILLING POLICY

1. ASSESSMENT PERIOD

The Board of Directors ("Board") has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

2. NOTICE

The Board shall fix the amount of the assessment against each lot for the following year pursuant to the Declaration and the annual budget each fiscal year. A written notice, or electronic notice allowable pursuant to Chapter 209 of the Texas Property Code, of the assessment may be sent to every owner subject to the assessment. Failure to receive notice will not negate an owner's responsibility or provide an entitlement to reduction or removal of assessments, interest, fines, or costs of collecting past due balances, if such notice was sent via regular mail to the most recent address of the owner according to Association records or sent by electronic means to the device or email address in the Association records when an owner has opted to receive notices by electronic means in accordance with Chapter 209 of the Texas Property Code.

Each owner shall have the obligation to notify the Association in writing of any change in address or change of electronic delivery which shall become effective five days after written notice has been received by the Association. Notices will be deemed delivered to the owner upon depositing the notice with the U.S. Postal Service, or by delivery through a delivery service to the owner or owner's address, or by sending the notice by electronic means as designated by the owner in the Association's records.

3. DUE DATE

All assessments are due and payable the first calendar day of the billing period, or in such a manner determined by the Board in its sole and absolute discretion. If any amount due the Association is not paid on the date when due, then such amounts shall be considered past due. When the account becomes past due, it remains as such until such time as it is paid in full, including assessments, fines, interest, late fees, and costs associated with collecting past due amounts.

4. INTEREST

If the assessment is not paid by the due date, the assessment may bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

5. LATE FEES

If the assessment is not paid by the due date, the Association may levy a late charge pursuant to the amount, if any, provided for in the Declaration until paid in full.

6. COSTS FOR COLLECTING PAST DUE AMOUNTS

Per the Declaration, the owner is responsible for paying the Association any costs of collecting past due amounts. Costs the Association may incur or be responsible for and then add to the owner's account may include, but are not limited to: administrative oversight, hand delivery notification, certified mail, title searches, amounts related to staff servicing past due accounts, ownership mailing address verification, document preparation, amounts related to making staff available for communication with past due owners, file review costs, filing fees, and other costs.

In addition, pursuant to Texas Property Code, the Association may incur or be responsible for third party costs that an owner is then responsible for paying which may include, but are not limited to: attorney's fees and costs, court costs, filing fees, and other costs.

7. PAST DUE NOTIFICATION

In the event an amount remains unpaid after the due date, past due notices may be sent from the Association to the owner(s) each month the amount remains past due. The Association may send written notice on or about every thirty (30) days until such time the account is paid in full.

The Association may choose to cause work to be done in an effort to properly bill the owners and to fulfill the Board's duty to bill and collect all assessments. The Association may state in past due correspondence to the owner the nature of any additional work to be done on the owner's account and the corresponding cost to the Association that will be billed by the Association to the owner's account if the owner fails to pay in full by the due date.

Past due notices will contain a statement that the entire remaining unpaid balance is due and that the owner is entitled to a payment plan. In the event the owner chooses to enter a payment plan, in addition to interest, a monthly charge may be added to the owner's balance for administrative costs related to the payment plan and such additional administrative costs may continue until the entire balance is paid in full.

8. FINAL NOTICE PRIOR TO REFERRAL TO A THIRD PARTY

In the event an amount due remains unpaid for a period of more than one hundred and twenty (120) days beyond the due date set forth on the initial notice of amounts due to the Association, or in the event an owner does not fulfill the terms of a payment plan agreement, the Board may vote in a meeting to send a Final Notice to the owner.

The Final Notice will be sent via certified mail pursuant to Section 209.0064 of the Texas Property Code and will set forth the following information: amounts due, including all past due assessments, interest, late fees, costs and any other amounts outstanding; a period of at least thirty (30) days for the owner to pay the amounts due; the availability of a payment plan if the owner is entitled to a payment plan as described in Section II of this document; notice of the owner's past due amounts being referred from the Association's handling to a third party collection agent or attorney if the amount remains unpaid after the referenced thirty (30) day period; and notice that any attorney's fees and costs will be charged to the owner's account.

9. REFERRAL OF ACCOUNT TO A THIRD PARTY - ESCALATED BILLING STATUS

Past due accounts referred to the Association's attorney for legal action may, per the Declaration of the Association, be charged interest, late fees, costs to the Association related to the administrative monitoring of an owner's account, and costs of the third party attorney's office. The costs for maintaining and monitoring accounts in an escalated billing status may include, but are not limited to: correspondence to and from the attorney, regular updates from the attorney to the Board, coordination with the Board related to the owner's file, processing invoices and partial payments, notary services, periodic review of the file, providing updated monthly statements to the attorney's office; producing documents, and when requested, information requests such as, confirmation of occupancy of property, identification of vehicles, etc.

Upon referral of an owner's account to a third party attorney's office, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the past due owner for a money judgment, instituting a foreclosure or expedited foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

10. PAYMENTS RETURNED FOR NON-SUFFICIENT FUNDS

An owner may be charged for costs related to a check that is returned for non-sufficient funds.

II. PAYMENT PLAN GUIDELINES

The Association hereby establishes an alternative payment schedule by which an owner may make partial payments to the Association for past due regular or special assessments or any other amounts owed to the Association without accruing monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the payment plan. Any late fees imposed prior to a request for a payment plan may be made part of such payment plan at the discretion of the Board. The payment plan schedule and policy is as follows:

1. A payment plan term shall be determined at the discretion of the Board, but shall have a minimum term of not less than 3 months;
2. The Association may use its discretion to determine the maximum term of a payment plan;
3. The Association may set up, without the need for a case by case vote by the Board, a payment plan allowing up to 12 consecutive monthly installments;
4. An owner may submit a request for a payment plan that does not meet the foregoing guidelines and may provide any information they wish the Board to consider. The Board may approve or disapprove such payment plan, in its sole discretion, as long as the minimum term of the payment plan offered by the Association is not less than 3 months;
5. All payments shall be due by the date specified in the payment plan;
6. Failure by an owner to make a payment by the due date specified in the payment plan shall be considered a default of the payment plan;
7. The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two (2) years following the owner's default under a previous payment plan;
8. If an owner requests a payment plan that will extend into the next assessment cycle, the owner may be required to pay future assessments by the due date of those assessments in addition to the payments specified in the payment plan;
9. Pursuant to Section 209.0064(b)(3) of the Texas Property Code the Association is not required to offer a payment plan to an owner after the thirty (30) day period to pay the past due balance in the final notice has expired;
10. The Association is not required to allow an owner to enter into a payment plan more than once in any twelve (12) month period;
11. The Association is not required to allow a payment plan for any amount that extends more than 18 months from the date of the owner's request for a payment plan.

III. General Provisions

1. Independent Judgment
Notwithstanding the contents of this detailed policy, the officers, directors, and manager of the Association may exercise their independent, collective, and respective judgment in applying this policy.
2. Other Rights
This policy is in addition to and is not intended to detract from or limit the rights of the Association to bill assessments under the Association's Declaration and the laws of the State of Texas.
3. Application of Payments
A payment received by the Association shall be applied in accordance with Section 209.0063 of the Texas Property Code. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on an owner's account.
4. Replacement and Amendment of Policy
This policy replaces any previously recorded or implemented policy that addresses the subjects contained herein. The Board of Directors may amend this policy from time to time.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
02/03/2017 09:41:56 AM
TERRI 8 Pages(s)
201706004717



Bobbie Koepp

**AMENDED AND RESTATED MANAGEMENT CERTIFICATE
OF
HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned, being an officer of Havenwood at Hunters Crossing Property Owners Association, Inc., and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Havenwood at Hunters Crossing.
2. The name of the Association: Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas non-profit corporation.
3. The recording data for the subdivision: See Exhibit "A" attached hereto.
4. The recording data for the Declaration: Declaration of Covenants, Conditions and Restrictions – 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 – Havenwood at Hunters Crossing, recorded under Document No. 201406032084, Official Public Records of Comal County, Texas; and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing, recorded under Document No. 201406033846, Official Public Records of Comal County, Texas; and as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing, recorded under Document No. 201406033846, Official Public Records of Comal County, Texas; and as further amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing, recorded under Document No. 201506029937, Official Public Records of Comal County, Texas.
5. The name and mailing address of the Association: Havenwood at Hunters Crossing Property Owners Association, Inc., c/o The Neighborhood Company, 1114 Lost Creek Boulevard, Suite 270, Austin, TX 78746.
6. The name and mailing address of the person managing the Association: The Neighborhood Company, 1114 Lost Creek Boulevard, Suite 270, Austin, TX 78746.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the 20 day of February, 2019.

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

By: DANNY GOOSSENS

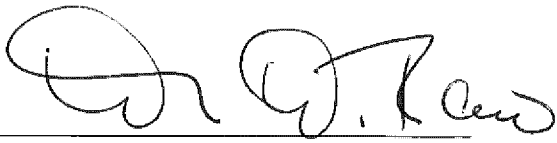
Name: _____

Title: VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me on 20 day of February, 2019, by
Danny Goossens, the Vice-President of Havenwood at Hunters
Crossing Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit
corporation.

[SEAL]



Notary Public Signature

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Winstead, PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

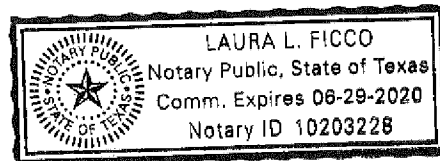


EXHIBIT "A"

HAVENWOOD AT HUNTERS CROSSING UNIT ONE:

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 for survey made by Protech Engineering Group, dated October 28, 2005, a copy of which plat was recorded on April 20, 2006, in the real property records of Comal County, Texas, under Document No. 200606015745, and to which plat reference is hereby made for a more particular description of said land.

HAVENWOOD AT HUNTERS CROSSING UNIT TWO:

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 for survey made by Protech Engineering Group, dated March 13, 2007, a copy of which plat was recorded on September 19, 2006, in the real property records of Comal County, Texas, under Document No. 200606040000, and to which plat reference is hereby made for a more particular description of said land.

HAVENWOOD AT HUNTERS CROSSING UNIT THREE:

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 for survey made by Protech Engineering Group, dated October 17, 2006, a copy of which plat was recorded on October 26, 2006, in the real property records of Comal County, Texas, under Document No. 200606046131, and to which plat reference is hereby made for a more particular description of said land.

HAVENWOOD AT HUNTERS CROSSING UNIT FOUR:

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 for survey made by Protech Engineering Group, dated October 24, 2007, a copy of which plat was recorded on November 19, 2007, in the real property records of Comal County, Texas, under Document No. 200706047038, and to which plat reference is hereby made for a more particular description of said land.

HAVENWOOD AT HUNTERS CROSSING TRACTS 1 & 2:

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, which shall be known as "Havenwood at Hunters Crossing Tract 1" being 13.55 acres with access from Hoffman Lane and "Havenwood at Hunters Crossing Tract 2" being 10.15 acres with access from Krona Court in The Pinnacle.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
02/21/2019 11:40:11 AM
TERRI 3 Pages(s)
201906005951



Bobbie Koepp

STATE OF TEXAS §
 §
COUNTY OF COMAL §

**RESOLUTION ADOPTING AMENDED WORKING CAPITAL ASSESSMENT FOR
HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION,
INC.**

WHEREAS, the Board of Directors of Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas non-profit corporation (the "Board"), is charged with the power and duty to conduct, manage, and control the affairs and business of the Association, and to adopt such Rules and Regulations which the Board may consider necessary for the management of the Subdivision.

WHEREAS, the Board finds that an amendment to the Working Capital Assessment attached hereto as **Exhibit "A"** is in the best interest of the Association and its Members.

WHEREAS, a resolution approving the Amended Working Capital Assessment was approved by a majority of the Board at a meeting conducted on 9/24/, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Amended Working Capital Assessment attached hereto as **Exhibit "A"** is hereby adopted by the Board of the Association.

This resolution was passed by unanimous vote of the Board of Directors of the Association on the date set forth below.

EXECUTED this the 24 day of September, 2019.

By: Casimir M. Mikolajewicz

Name: CASIMIR M MIKOŁAJEWICZ

Title: Secretary

STATE OF TEXAS

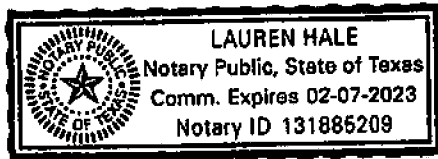
§

§

COUNTY OF COMAL

§

This instrument was acknowledged before me on this 24th day of September, 2019, by Casimir Mikolajczak of and for the Association, for the purposes therein expressed.



Lauren Hale
Notary Public in and for the
State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Leah K. Burton

CAGLE CARPENTER HAZLEWOOD

7500 Rialto Boulevard

Building 1, Suite 110

Austin, Texas 78735

EXHIBIT "A"

HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC. AMENDED 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 of the 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 of the 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 of the Official Public Records of Comal County, Texas, as amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing recorded under Document No. 201406033846 of the Official Public Records of Comal County, Texas, and as amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing recorded under Document No. 201506029937 of the Official Public Records of Comal County, Texas (collectively, the "Declaration"), the Board of Directors (the "Board") and undersigned officer of Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas non-profit corporation (the "Association"), files this Amended 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 Seven Hundred Eighty-Five and No/Dollars (\$785.00) (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.

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 instrument, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

3. **Effective Date.** This Amended Working Capital Assessment shall be effective upon its recording in the Official Public Records of Comal County, Texas.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
11/26/2019 01:16:33 PM
TERRI 4 Pages(s)
201906042884



Bobbie Koepp

**HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC.
MANAGEMENT CERTIFICATE**

The undersigned, being an officer of Havenwood at Hunters Crossing Property Owners Association, Inc. and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. Subdivision: Havenwood at Hunters Crossing.
2. Association: Havenwood at Hunters Crossing Property Owners Association, Inc.
3. Recording Data: All that certain real property as more particularly described on Exhibit "A" and Exhibit "B" of that certain Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing, recorded as Document No. 200606015924, Official Public Records of Comal County, Texas, as amended (the "Declaration") and any portion of annexed property made applicable to the Declaration by the filing of a Supplemental Declaration in the Public Records describing the property being annexed.
4. Name: Havenwood at Hunters Crossing Property Owners Association, Inc.
5. Mailing Address: See below.
6. Manager: Lauren Hale

Name: Aquity Management Group
Address: 1308 Common Street, Suite 205, New Braunfels, TX 78130
Attn: Lauren Hale
Telephone: (830) 719-44264
Email: info@aquitymanagementgroup.com
7. Website: havenwoodpropertyownersassociation.com
8. Amount and description of fees related to property transfer in the subdivision:

Fees: Resale Certificate - \$350.00
Refinance - \$150.00
Statement of Account - \$300.00
Transfer Fee - \$450.00

[ACKNOWLEDGEMENT PAGE AND EXHIBIT A FOLLOW]

ACKNOWLEDGEMENT

The foregoing is a true and correct copy of the Management Certificate for the association identified below.

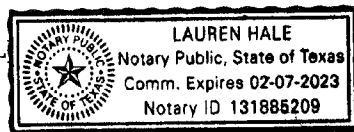
**HAVENWOOD AT HUNTERS CROSSING
PROPERTY OWNERS ASSOCIATION, INC.**, a Texas
non-profit corporation

By: Danny Goossens
Name: Danny Goossens
Title: President

STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me on 19th day of
October, 2021, by Danny Goossens the
President of HAVENWOOD AT HUNTERS CROSSING PROPERTY
OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit
corporation.

[SEAL]



Lauren Hale
Notary Public Signature

AFTER RECORDING RETURN TO:

ALEX S. VALES, ESQ.
WINSTEAD PC
401 CONGRESS AVENUE, SUITE 2100
AUSTIN, TEXAS 78701
AVALDES@WINSTEAD.COM

Exhibit A

1. Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing, recorded as Document No. 200606015924, Official Public Records of Comal County, Texas.
 - A. First Amendment to Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing, recorded as Document No. 201106044283, Official Public Records of Comal County, Texas.
 - B. Second Amendment to Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing, recorded as Document No. 201406032084, Official Public Records of Comal County, Texas.
 - C. Third Amendment to Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing, recorded as Document No. 201406033846, Official Public Records of Comal County, Texas.
 - D. Fourth Amendment to Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing, recorded as Document No. 201506029937, Official Public Records of Comal County, Texas.
2. Supplemental Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing – Unit One, recorded as Document No. 200606015925, Official Public Records of Comal County, Texas.
3. Supplemental Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing – Unit Two, recorded as Document No. 200606040064, Official Public Records of Comal County, Texas.
4. Supplemental Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing – Unit Three, recorded as Document No. 200606046401, Official Public Records of Comal County, Texas.
5. Supplemental Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing – Unit Four, recorded as Document No. 200706047215, Official Public Records of Comal County, Texas.
6. Supplemental Declaration of Covenants, Conditions and Restrictions – Havenwood at Hunters Crossing Tracts 1 & 2, recorded as Document No. 200806007362, Official Public Records of Comal County, Texas.
7. First Amended and Restated By-laws of Havenwood at Hunters Crossing Property Owners Association, Inc., recorded as Document No. 201206045621, Official Public Records of Comal County, Texas.

- A. First Amendment to the First Amended and Restated By-laws of Havenwood at Hunters Crossing Property Owners Association, Inc., recorded as Document No. 201206033845, Official Public Records of Comal County, Texas.
- B. Second Amendment to the First Amended and Restated Bylaws of Havenwood at Hunters Crossing Property Owners Association, Inc., recorded as Document No. 201906025429, Official Public records of Comal County, Texas.
- 8. Havenwood at Hunters Crossing Adoption of Working Capital Assessment, recorded as Document No. 201406037323, Official Public Records of Comal County, Texas.
- 9. Havenwood at Hunters Crossing Design Guidelines, recorded as Document No. 201506029936, Official Public Records of Comal County, Texas
- 10. Secretary's Certificate – Amended and Restated Fine and Enforcement Policy, recorded as Document No. 201506030332, Official Public Records of Comal County, Texas.
- 11. Certificate of Filing [Articles of Incorporation], recorded as Document No. 201606020808, Official Public Records of Comal County, Texas.
- 12. Havenwood at Hunters Crossing Assessment Collection Policy, recorded as Document No. 201906035376, Official Public Records of Comal County, Texas
- 13. Havenwood at Hunters Crossing Property Owners Association Supplemental Policies and Rules Adopted Pursuant to the 2021 Legislative Session, recorded as Document No. 202106061726, Official Public Records of Comal County, Texas.

**Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/20/2021 12:16:46 PM
CHRISTY 4 Pages(s)
202106064892**



Bobbie Koepp

After Recording Return To:
Winstead PC
600 W. 5th Street, Suite 900
Austin, Texas 78701
avaldes@winstead.com



HAVENWOOD AT HUNTERS **CROSSING**

Comal County, Texas

AMENDED AND RESTATED ADOPTION OF WORKING CAPITAL ASSESSMENT

Reference the Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing, recorded under Document No. 200303015924, in the Official Public Records of Comal County, Texas; and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Havenwood Crossing, recorded under Document No. 201406032084, in the Official Public Records of Comal County, Texas.

HAVENWOOD AT HUNTERS CROSSING
AMENDED AND RESTATED ADOPTION OF WORKING CAPITAL ASSESSMENT

This Amended and Restated Adoption of Working Capital Assessment (the “**Adoption of Working Capital**”) is made and executed by **HAVENWOOD AT HUNTERS CROSSING, INC.**, a Texas nonprofit corporation (the “**Association**”), and is as follows:

A. The Association previously executed and recorded that certain Adoption of Working Capital Assessment, recorded under Document No. 201406037323, in the Official Public Records of Comal County, Texas.

B. In accordance with *Section 8.9* of that certain Declaration of Covenants, Conditions and Restrictions for Havenwood at Hunters Crossing, recorded under Document No. 200303015924, in the Official Public Records of Comal County, Texas, as amended (the “**Declaration**”), the Association’s Board of Directors may adopt a Working Capital Assessment in such amount as may be determined in its discretion.

C. The Association hereby desires to amend its prior Adoption of Working Capital Assessment.

NOW THEREFORE, the Adoption of Working Capital Assessment is hereby amended and restated as follows:

1. **Working Capital Assessment.** In accordance with *Section 8.9* of the Declaration, the Association adopts a working capital assessment in the amount of ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$1,250.00) (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.

2. **Subject to Change.** The amount of the Working Capital Assessment designated hereunder is subject to change from time to time by the Association.

3. **Capitalized Terms.** Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Declaration.

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGEMENT FOR RECORDING

The foregoing is a true and correct copy of instrument adopted by Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas nonprofit corporation.

**HAVENWOOD AT HUNTERS CROSSING
PROPERTY OWNERS ASSOCIATION, INC.**, a
Texas nonprofit corporation

By: *Wendy Spiegel*

Printed Name: Wendy Spiegel

Title: President

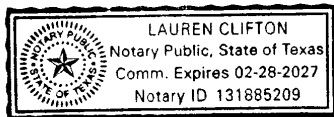
THE STATE OF TEXAS §

COUNTY OF Comal §

This instrument was acknowledged before me this 18 day of
October, 2024 by Wendy Spiegel, the President
of Havenwood at Hunters Crossing Property Owners Association, Inc., a Texas nonprofit
corporation, on behalf of said non-profit corporation.

(SEAL)

Lauren Clifton
Notary Public Signature



**Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
10/24/2024 01:13:47 PM
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202406032457**

PG 3



Bobbie Koepp

After Recording Return To:
Winstead PC
600 W. 5th St., Ste. 900
Austin, Texas 78701
avaldes@winstead.com



HAVENWOOD AT HUNTERS CROSSING

Comal County, Texas

HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC

SUPPLEMENTAL POLICIES

[2025 LEGISLATIVE UPDATES]

Reference the Declaration of Covenants, Conditions, and Restrictions for Havenwood at Hunters Crossing, recorded as Doc. No. 200606015924, Official Public Records of Comal County, Texas. The policies contained herein supplement and amend previously adopted policies for Havenwood at Hunters Crossing Property Owners Association, Inc.

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HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC

SUPPLEMENTAL POLICIES

[2025 LEGISLATIVE UPDATES]

INDEX

TAB 1 BYLAWS AMENDMENT

[ELECTRONIC MEETINGS AND ELECTRONIC VOTING]

TAB 2 ARCHITECTURAL REVIEW POLICY SUPPLEMENT

[SOLICITATION PROCEDURES AND ELIGIBILITY]

TAB 3 ARCHITECTURAL GUIDELINES SUPPLEMENT

[FENCING RESTRICTIONS, ASSESSMENT OF FINES DURING WATERING
RESTRICTION PERIODS, AND SOLAR ROOF TILES]

TAB 1

HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC

AMENDMENT TO THE BYLAWS

Member Meetings – Format

1. **Format – In-Person and Electronic Meetings.** A meeting of the members of the Association, including any annual meeting or special meeting, may be held in person or by electronic or telephonic means. Any electronic or telephonic meeting must comply with the requirements of Section 6.002 of the Texas Business Organizations Code.
 - a. **In-Person Meetings.** “In person” shall mean a member’s physical attendance at a meeting of the members of the Association.
 - b. **Electronic Meetings.** “Electronic meeting” shall mean a meeting conducted using a suitable electronic communications system, such as videoconferencing technology (e.g., using ZOOM or Microsoft Teams).
 - c. **Meetings Called for by Member Petition.** For any meeting of the members of the Association that has been called for by the Association’s members who have petitioned for such a meeting in accordance with applicable law and, as applicable, the Association’s governing documents, the Board of Directors may determine the format by which the meeting will be held.
2. **Notice of Format and Means of Access.** For any meeting of the members of the Association, the Association’s required notice to its members must specify the format of the meeting. Depending on the format, the following information must be provided:
 - a. **In-Person Meeting Location Information.** If the meeting is an in-person meeting, the Association’s notice to its members must specify the location of the meeting.
 - b. **Electronic or Telephonic Meeting Login Information.** If the meeting is an electronic or telephonic meeting, the Association’s notice to its members must include information as to how a member may participate. For example, a meeting conducted via the ZOOM technology platform must include the meeting link or access number as well as any necessary login and password information.
3. **Additional Notice Requirements Pertaining to Voting.**
 - a. **Election or Vote Taken at a Meeting.** For an election or vote taken at the Association’s meeting of its members, not later than the 10th day or earlier than the 60th day before the date of the election or vote, the Association shall give written notice of the election or vote to its members.

- b. **Election or Vote Not Taken at a Meeting.** For an election or vote of owners not taken at the Association's meeting of its members, the Association shall give notice of the election or vote to its members not later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Member Meeting Voting Methods

1. Permissible and Required Methods of Voting.

- a. **Permissible Methods of Voting.** Subject to Subsection (b) below, the voting rights of a member of the Association may be cast or given: (1) in person or by proxy at a meeting of the property owners' association; (2) by absentee ballot; (3) by electronic ballot in accordance with this section; or (4) by any method of representative or delegate voting provided by the Association's governing documents.
- b. **Required Method of Voting.** In addition to any voting methods the Association is required to provide under its governing documents, the Association must allow its members to vote by one of the following methods: (1) absentee ballot; (2) proxy; or (3) electronic ballot.
- c. **Absentee or Electronic Ballot and Quorum Requirements.** An absentee or electronic ballot: (1) may be counted as a member present and voting for the purpose of establishing a quorum only for items appearing on the ballot; and (2) may not be counted, even if properly delivered, if the member attends any meeting to vote in person, so that any vote cast at a meeting by a member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal.

NOTE: The foregoing provisions supplement any requirements found in the Association's governing documents.

TAB 2

HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC

ARCHITECTURAL REVIEW POLICY SUPPLEMENT [REVIEWER ELIGIBILITY, NOTICE, AND HEARING REQUIREMENTS]

Architectural Review Committee – Statutory Post-Development Period Requirements

1. **Solicitation of Candidates.** At least ten (10) days before selection of a person to serve as an architectural review committee member or before a meeting is held for such purpose, the Association must provide a solicitation notice to its members.
2. **Solicitation Notice Requirements.** The solicitation notice must comply with the following requirements:
 - a. **Notice Methods.** The solicitation notice must be provided: (1) by mail to each member; or (2) by sending notice by e-mail to each member who has registered an e-mail address with the Association and by: (i) posting the notice on any website maintained by the Association; or (ii) by posting the notice in a conspicuous manner reasonably designed to provide notice the Association's members in a place located on the Association's common area property or on other conspicuously located privately owned property within the subdivision with the property owner's consent.
 - b. **Notice Content and Timing Requirements.** In addition to any information the Association desires to provide regarding service as a member of the architectural review committee, the Association must include, within the solicitation notice, instructions for a person to notify the Association of the person's interest in serving as a member of the architectural review committee. The notice must also include the date by which the person's notification must be received by the Association, and the date may not be a date earlier than the tenth (10th) day after the Association provides the required notice.
3. **Eligibility to Serve.** Except as provided in Section 4 below, a person may not be appointed or elected to serve on the architectural review committee if the person is: (a) a current Board member; (b) a current Board member's spouse; or (c) a person residing in a current Board member's household.
4. **Selection.** A person may not be selected to serve as a member of the Association's architectural review committee unless the person has timely notified the Association of the person's interest in serving on the committee; however, if a vacancy on the architectural review committee remains after the list of candidates who provided timely notice has been exhausted, the Association may appoint any person to fill the vacancy,

including: (a) a current Board member; (b) a current Board member's spouse; or (c) a person residing in a current Board member's household.

Architectural Review Committee Denial and Hearing Requirements

1. **Denial Information.** Written notice of a denial must be provided to an owner by certified mail, hand delivery, or electronic delivery. The denial notice must describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval. The denial notice must also inform the owner that the owner may request an appeal hearing before the Board by providing such a request on or before the thirtieth (30th) day after the date the notice was mailed to the owner.
2. **Appeal Hearing Notice and Timing Requirements.** If the Board is properly notified of an owner's request for an appeal hearing, the hearing must be held not later than the thirtieth (30th) day after the date the Board receives the owner's request. Notice of the appeal hearing must be provided to the owner at least ten (10) days before the date of the hearing. The notice must inform the owner of the date, time, and place of the hearing. Only one (1) hearing is required.
3. **Hearing Procedures.** During the appeal hearing, the Board or the designated representative of the Association and the owner or the owner's designated representative will each be provided with the opportunity to: (a) discuss and verify facts; (b) resolve the denial of the owner's application or request for the construction of improvements; and (c) discuss and address changes, if any, requested by the architectural review committee in the notice provided to the owner. The Board or the owner may request a postponement for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Association or the owner may make an audio recording of the meeting, and the Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the Association's declaration. Recording of the hearing by either party shall be disclosed before the hearing begins. The hearing may be conducted as per **Exhibit A**, which contains a suggested format for the hearing.

TAB 2 - EXHIBIT A

ARCHITECTURAL DENIAL HEARING PROCEDURES

I. Introduction:

Association Rep: The Board has convened to conduct a hearing for the appeal of the denial of a request for architectural approval

This hearing is being conducted as required by Chapter 209 of the Texas Property Code and it is an opportunity for the Board and the owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Board will communicate its decision to the owner during or after the hearing.

II. Presentation of Facts:

Association Rep: This portion of the hearing is to permit a representative of the Association the opportunity to describe the architectural approval request and the related denial, and to present any information the Association wishes to offer. After the Association's representative has finished, the owner or any representative will be given the opportunity to present information and issues relevant to the appeal.

[Presentations]

III. Discussion:

Association Rep: This portion of the hearing is to permit the Board and the owner to discuss matters relevant to the matter.

IV. Resolution:

Association Rep: [Announce any agreement or resolution or state the Board will take the matter under advisement]

V. Adjournment

Association Rep: At this time the hearing will be adjourned.

TAB 3

HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC

SUPPLEMENTAL ARCHITECTURAL GUIDELINES

Background. The following supplemental architectural guidelines have been adopted to incorporate amendments to the Texas Property Code.

1. **Security Fencing.** To the extent a property owner is authorized by law to install security fencing, the following provisions shall supplement the Association's requirements:
 - a. **Application Required.** An owner shall still be required to submit a request for architectural approval in accordance with the Association's architectural review requirements for the construction or installation of improvements.
 - b. **Fencing and Gate Requirements.** The Association has reserved the right to regulate the type of fencing an owner may install. In addition, fencing may not obstruct: (1) a license area as defined by a written license agreement or plat; (2) a sidewalk in the public right-of-way or otherwise installed for public or community use; or (3) a drainage easement or drainage area. A driveway gate must be set back at least ten feet (10 ft). from the right-of-way if the driveway intersects with a laned roadway, as defined by Section 541.302 of the Texas Transportation Code. Fencing in front of the front-most building line of a dwelling is prohibited. Front yard fencing and perimeter fencing is discouraged. However, to the extent an owner is authorized or permitted to install security fencing in the front yard area or perimeter security fencing that extends into the front yard area of the owner's property, the fencing must consist of ornamental wrought iron or metal fencing (painted black) with the following general specifications: Pickets ¾" square; Rails 1 ½" square; Standard Posts 2 ½" square; Picket Spacing between 3" and 4"; Post Spacing 8' OC; Height between 48" and 60". Slats, planks, or other solid material may not be installed on metal fencing. An owner may be permitted to install perimeter security fencing or security fencing in front of the front-most building line of a dwelling if the owner provides documentation that owner's residential address is exempt from public disclosure under state or federal law or documentation from a law enforcement agency of the owner's need or enhanced security measures.
2. **Suspension of Fines During Residential Watering Restrictions.** The Association may not assess a fine against an owner for a violation of an applicable restrictive covenant or rule that requires the owner to plant or install grass or turf, or maintain green vegetation or turf, or prohibits discolored or brown vegetation or turf on the property, during a period when the owner's property is subject to a residential watering restriction under which discolored or brown vegetation or turf could reasonably result; and before the

sixtieth (60th) day after the date a residential watering restriction is lifted. “Residential watering restriction” means a temporary restriction of water use to irrigate residential vegetation or turf that is mandated by a municipality, water utility, or other wholesale or retail water supplier as part of a strategy to conserve water during a period of drought.

3. **Solar Energy Devices (Solar Roof Tiles)**. Chapter 202 of the Texas Property Code has been amended to clarify that the definition of “solar energy device” includes solar roof tiles. Accordingly, the Association’s restrictions pertaining to solar energy devices shall now apply to solar roof tiles. An application for architectural review must be submitted and approved before the installation of any solar energy device.

Bobbie Koepf