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Doc# 200606046401

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

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAVENWOOD AT HUNTERS CROSSING UNIT THREE

THIS SUPPLEMENTAL DECLARATION is made this 26th day of October, 2006, by Bluegreen Southwest One, L.P., a Delaware limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon in accordance with the terms of the Declaration.

ARTICLE 1

Definitions

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

ARTICLE 2

Neighborhood Designation

The Additional Property shall be designated as a Neighborhood which shall be known as "Havenwood at Hunters Crossing Unit Three".

ARTICLE 3

Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Declaration, the following shall apply to Havenwood at Hunters Crossing Unit Three:

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

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

Lots consisting of two (2) acres or less shall have no more than two (2) buildings, with the dwelling being considered as one building. A detached garage, barn, workshop, etc., shall each be considered as a separate building for purposes of this paragraph. No guesthouse or servant's quarters shall be built on Lots consisting of two (2) acres or less. A Lot consisting of more than two (2) acres may have a maximum of three (3) buildings, including the dwelling, located on it. Said Lots may have a guesthouse/servant's quarters so long as such guesthouse/servant's quarters: (i) contains a minimum of five hundred (500), and no more than one thousand (1000), square feet, and (ii) is built during or after completion of construction of the dwelling. Improvements on all Lots must be built on a concrete slab or on a pier foundation, constructed with concrete and rebar, with the masonry (in the percentages required above) and roofs matching the masonry and roof of the dwelling. The term "masonry" shall not include "hardiplank" material. Aluminum, asbestos, plywood, concrete block, or vinyl or metal sidings are not permitted. All shingle roofs must have a minimum thirty (30) year life.

Detached garages, workshops and barns must be erected, altered or placed on the property, either during or after construction of the dwelling and shall be no larger than forty percent (40%) of the main dwelling (excluding all attached guest/servant's houses), based on square footage of living area. Workshops, barns and detached garages may be the same height as the dwelling, but no taller. All dwellings must have a garage, whether detached or attached, and such garage must hold a minimum of two (2) cars and a maximum of four (4) cars, must have finished interiors (sheet rocked, taped/floated and painted) and must face away from all roadways. No carports shall be allowed. Porticos may be allowed by the Architectural Review Board or appropriate architectural control reviewing body on a case-by-case basis. Construction of all dwellings and other improvements commenced on any Lot shall be completed as to exterior finish and appearance within one (1) year from the date of commencement.

3.2 Driveways. Driveways must be surfaced with either concrete, exposed aggregate, brick pavers, asphalt, two (2) course chip and seal, or a combination thereof. Driveways must be surfaced upon completion of construction of the dwelling unit.

3.3 Landscaping. All homes must be landscaped. (See Design Guidelines for details.)

ARTICLE 4

Amendment to Supplemental Declaration

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

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

ARTICLE 5
Declaration

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

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

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

By: _____

Title: Vice President, Bluegreen Southwest Land, Inc.

STATE OF TEXAS

COUNTY OF COMAL

This instrument was acknowledged before me on the 26th day of October 2006, by Jack Dean, Vice President of Bluegreen Southwest Land, Inc., a Delaware corporation, the general partner of Bluegreen Southwest One, L.P., a Delaware limited partnership, on behalf of said corporation.

Patricia D. Shirley
Notary Public, State of Texas

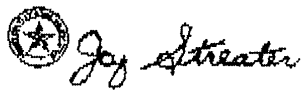
NOTARY PUBLIC STATE OF TEXAS
PATRICIA D. SHIRLEY
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 20, 2009

EXHIBIT "A"

Additional Property

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey made by Protech Engineering Group, dated October 17, 2006, a copy of which plat was recorded on October 26,2006, in the real property records of Comal County, Texas, Doc # 200606046131, and to which plat reference is hereby made for a more particular description of said land.

Doc# 200606046401
Pages 5
10/30/2006 9:51AM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees $32.00



Doc# 200606046401

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CROSS REFERENCE TO COMAL COUNTY
CLERK'S DOCUMENT #200606015924

1/2/12

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

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COMAL §

FILED BY

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAVENWOOD AT HUNTERS CROSSING is made this 21st day of December, 2011, by BLUEGREEN SOUTHWEST ONE, L.P., a Delaware limited partnership, duly authorized to do business in the State of Texas (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for HAVENWOOD AT HUNTERS CROSSING under Clerk's Document #20060615924 in the Official Public Records of Comal County, Texas (herein referred to as the "Master Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for HAVENWOOD AT HUNTERS CROSSING UNIT 1, under Clerk's Document # 200606015925 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "First Supplemental Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for HAVENWOOD AT HUNTERS CROSSING UNIT 2, under Clerk's Document # 200606040064 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "Second Supplemental Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for HAVENWOOD AT HUNTERS CROSSING UNIT 3, under Clerk's Document # 200606046401 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "Third Supplemental Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for HAVENWOOD AT HUNTERS CROSSING UNIT 4, under Clerk's Document # 200706047215 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "Fourth Supplemental Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for HAVENWOOD AT HUNTERS CROSSING TRACTS 1 & 2, under Clerk's Document # 200806007362 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "Fifth Supplemental Declaration"); and

WHEREAS, the Texas State Legislature passed several laws that affected Property Owner Associations during its 82nd Legislative Session; and

WHEREAS, pursuant to the terms of Section 13.5 of the Declaration, the Declarant reserves the right at any time, and from time to time, prior to the termination of the Class "B" Control Period, without the joinder or consent of any Owner or other party, to amend or supplement the Declaration by an instrument in writing duly signed, acknowledged and filed of record; and

WHEREAS the termination of the Class "B" Control Period has not occurred and Declarant has determined that to further the general plan and scheme of development as evidenced by the Declaration, it is desirable to execute and file this First Amendment to the Master Declaration (hereinafter referred to as the "First Amendment") for the purpose of modifying the Master Declaration and placing additional conditions, covenants and restrictions upon and against the Properties for the benefit of current and future Owners and to further the common scheme of development for Havenwood at Hunters Crossing pursuant to the provisions of amendments to the Texas Property Code passed by the Texas State Legislature (hereinafter referred to as the "Legislature");

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Master Declaration, Declarant hereby subjects the real property described in the Master Declaration to this First Amendment, which shall apply to such property in addition to the provisions of the Master Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this First Amendment, the First Supplemental Declaration, the Second Supplemental Declaration, the Third Supplemental Declaration, the Fourth Supplemental Declaration, the Fifth Supplemental Declaration and the Master Declaration, all of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this First Amendment shall be binding upon in accordance with the terms of the Master Declaration. If there is a discrepancy between this First Amendment and the Master Declaration, such terms and conditions of the First Amendment shall control.

ARTICLE 1
ELECTIONS POLICY

The Legislature has amended the requirements for the holding of elections by Property Owners Associations and the procedures for voting on issues presented to the members of such Associations. The purpose of this policy is to clarify the requirements for such election and voting. In the event of conflict between this Policy and applicable law, it is the intent of the Association that applicable law shall control.

Qualifications of Board Members

Any member of the Association may run for a place on the Board of Directors or serve as Director *except a person who has been convicted of a felony or crime involving moral turpitude who shall be permanently ineligible to serve as a Director. Evidence of such a conviction must be established by written, documented evidence from records maintained by a governmental law enforcement authority.*

The fact that a person is delinquent in the payment of monies owed to the Association or is currently in violation of a restrictive covenant applicable to members of the Association *shall not be a bar to running for or service on the Board of Directors of the Association.*

Voting Procedures

The fact that any Member of the Association is delinquent in the payment of monies owed to the Association or is currently in violation of a restrictive covenant applicable to members of the Association *shall not disqualify the Member from voting on any matter submitted to the Members of the Association.*

Voting rights of a Member of the Association may be exercised in the following ways:

1. In person or by proxy at a meeting of the POA;
2. By absentee ballot in the manner provided by applicable law. The Association shall provide an absentee ballot which contains each proposed action and provides for a vote for or against

each proposed action. The casting of an absentee ballot may be limited because if there are amendments to a proposed ballot item the absentee ballot will not be counted on the final vote on the measure;

3. By "electronic ballot". The casting of an electronic ballot may be limited because if there are amendments to a proposed ballot item the electronic ballot will not be counted on the final vote on the measure. An electronic ballot means a ballot given by email, facsimile or posting on an internet website established for that purpose *when the identity of the owner casting the ballot can be confirmed and the owner can receive a receipt of the electronic transmission and receipt of the owner's ballot. The Association shall send a notice of the posting of an electronic ballot to each Owner containing instructions on the procedure for obtaining access to the ballot.*

Ballots must be written and signed by the Member voting. Electronic ballots shall be deemed written and signed.

Written and signed ballots are not required for uncontested races.

ARTICLE 2
FLAG DISPLAY

Pursuant to the provisions of new Texas Property Code Section 209.011, the purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of certain "Flags" as defined herein, within the Havenwood at Hunters Crossings subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Flag" or "Flags" shall mean the following:

1. The flag of the United States of America;
2. The flag of the State of Texas;
3. An official or replica flag of any branch of the United States armed forces;

Any flag approved as provided by applicable law and this policy shall be displayed in accordance with the following requirements:

1. The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10;
2. The flag of the State of Texas shall be displayed in accordance with Chapter 3100, Texas Government Code;
3. Any other flag allowed by restrictive covenants applicable to the subdivision shall be appropriately displayed in a manner similar to the United States and/or Texas flag;
4. A flag pole attached to a dwelling (which may not exceed six feet (6') in length) or any freestanding flagpole shall be constructed of durable, long-lasting materials, with a finish appropriate to the materials and harmonious with the dwelling. The Association may establish reasonable rules which provide that a specified finish or finishes of a specified type or color shall be deemed to be allowed in all circumstances;
5. The display of any allowed flag and the location and construction of the associated flagpole must comply with any applicable zoning ordinances, easements and setbacks of record;
6. All displayed flags and the flagpole on which they are flown must be maintained in good condition and repair;
7. There may be no more than one flagpole per property upon which one or more allowed flags may be displayed;
8. The individual flags may not exceed 3 by 5 feet in size;

9. The single allowed flagpole shall not exceed twenty feet in height (if a freestanding flagpole) or six feet in length if the flagpole is attached to a dwelling and must be placed within 10' of the dwelling perimeter.

Applications for approval of the installation and display of all flags subject to this Policy shall be submitted to the Association's Architectural Review Board (the "ARB") in the same manner as applications for approval of other Improvements within the subdivision.

An application which meets all of the requirements set out herein shall be deemed approved by the ARB thirty (30) days from the date the Owner's application is received by the Association, unless the ARB notifies the Owner in writing within the thirty day (30) period that additional information is required or that one or more standards have, in the opinion of the ARB, not been properly established in the application.

The ARB may deny an application for, or impose reasonable restrictions on, the installation and display of flags that do not meet one or more of the required standards. The ARB may impose reasonable additional restrictions on the placement or display of a flag in order to minimize any adverse impact on adjacent property owners, to abate noise caused by an external halyard and to regulate the size, location and intensity of any lights used to illuminate a displayed flag.

All ARB findings shall be in writing.

ARTICLE 3
PAYMENT PLAN POLICY

Pursuant to the provisions of new Texas Property Code Section 209.0062 and in order to properly provide for the timely and efficient collection of assessments levied by the Association, the Board shall levy regular and/or special assessments in the manner required by the Association's governing documents, including its Articles of Incorporation/Certificate of Formation and Bylaws, and the restrictive covenants applicable to the Havenwood at Hunters Crossing subdivision, all of which are duly recorded in the Official Public Records of Comal County, Texas.

The Board shall establish a due date for the payment of all assessments levied by the Association.

The Association shall send written notice of the amount of the assessment and the due date for payment of the assessment to all persons responsible for payment of the same no less than thirty (30) days before the due date.

Payment Plans
The notice of assessment shall include information on the availability of Payment Plans as an alternative method of payment for the Assessments.

The term of any payment plan shall be three (3) months from the date of the owner's request for a payment plan.

All payment plans must be in writing, signed by one or more owners of the property subject to the assessments, be approved and signed by an officer or agent of the Association and shall provide that the owner pay all future assessments when due in addition to meeting the terms of the payment plan.

No monetary penalties shall accrue on balances while a payment plan is in good standing, but reasonable costs for administering the plan and interest on the account shall continue to accrue.

Interest shall accrue on all unpaid amounts at 18% or maximum allowed by law.

Any qualified owner who wishes payment plan terms other than those set out above shall submit a request for such a plan with information supporting the need for alternate plan and the Board may deny or approve such a plan in the board's discretion.

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 within two years of the owner's original payment plan default.

The Board may, in its sole discretion, enter into a payment plan with an owner who has previously defaulted.

Except as otherwise authorized by law, payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:

1. Any delinquent assessment;
2. Any current assessment;
3. Any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
4. Any attorney's fees incurred by the Association that are not subject to the preceding subpart;
5. Any fines assessed by the Association
6. Any other amounts owed to the Association.

ARTICLE 4
RAINWATER COLLECTION SYSTEM REVIEW AND APPROVAL POLICY

Pursuant to the provisions of amended Texas Property Code Section 202.007, the purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of a "Rainwater Collection System" ("System") within Havenwood at Hunters Crossings subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Rainwater Collection System" shall mean a system or series of mechanisms designed primarily to collect rainwater for subsequent use by the Owner on the Owner's property.

Applications for installation of any Rainwater Collection System shall be submitted to the ARB in the same manner as applications for approval of any other Improvement.

The System shall be reviewed by the ARB within thirty (30) days from the date of the ARB's receipt of the Owner's application unless the ARB notifies the Owner in writing within the thirty (30) day period that additional information is required or that one or more standards have, in the opinion of the ARB, not been established.

The ARB may deny an application for, or impose reasonable restrictions on, the installation of a System that does not meet one or more of the required standards established by the Association. All ARB findings shall be in writing.

An Owner shall be entitled to submit an application to the Association seeking approval for the installation of a rain barrel or rainwater harvesting system.

Any such system shall:

1. be of a color, finish and texture consistent, in the reasonable opinion of the ARB, with the color scheme of the property owner's home;

2. not display any language or other content that is not typically displayed on such barrel or system as it is manufactured;
3. shall not be located on property owned by the Association or on property owned in common by the members of the Association or located between the front of the property owners' home and an adjoining or adjacent street;
4. to the greatest extent reasonably possible, be located and/or shielded so as to minimize the visual impact of the installation on adjacent properties, lots and common areas;
5. shall be constructed of a non-reflective material;
6. shall not exceed eight feet (8') in height; and
7. shall be screened from view by landscaping.

The Association may regulate the size, type and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot or a common area if:

1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
2. there is reasonably sufficient area on the owner's property in which to install the device or appurtenance.

The ARB may deny an application for, or impose reasonable restrictions on, the installation of a system which does not meet one or more of the foregoing standards.

ARTICLE 5
RECORD PRODUCTION AND COPYING POLICY

Pursuant to the provisions of Texas Property Code Section 209.005:

Requests for Production of or Access to Books and Records

Books and Records of the Association shall be made available to the extent and in the manner provided by Texas Property Code Section 209.005. Certain Books and Records of the Association shall be confidential and are not subject to disclosure or production as provided by Texas Property Code Section 209.005(k).

The Association shall make the books and records of the Association reasonably available for inspection
1. by an owner; or
2. a person designated by the owner as the owner's agent, attorney or certified public accountant.

The books and records of the Association do not include an attorney's files related to the property owner's association except in the limited manner provided by Texas Property Code Section 2009.005(d).

An owner or owner's agent must submit a written request for access or information by certified mail to the Association at the mailing address of the Association or authorized representative found in the most current management certificate filed in the Official Public Records of the County. The written request must identify with sufficient detail the association books and records requested and the requestor must elect to either (1) inspect the books and records before obtaining copies or (2) have the association forward copies of the requested books and records.

The Association shall allow access to or provide copies of its books and records required by law to the extent that the requested books and records are in the possession, custody or control of the Association.

If access to the records is requested, the Association shall reply to the requestor within ten (10) business days from the date that the written request is received by the Association. In its reply the Association shall give the requestor dates during normal business hours when the records may be reviewed.

If copies of identified books and records are requested, the Association shall produce the requested books and records within ten (10) business days of the Association's receipt of the written request unless, on or before the tenth (10^{th}) business day, the Association informs the requestor that the Association is unable to provide the requested books and records before the deadline and informs the requestor of a date when the books and records will be sent or made available for inspection. The date shall not be more than fifteen (15) business days after the date that the notice to the requestor is sent.

All inspections shall take place at a mutually agreed upon time during normal business hours.

The Association may produce records in hard copy, electronic or other format reasonably available to the Association.

Costs for Production of Records

Copy charge.

1. Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.
2. Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
    a) Diskette--$1.00;
    b) Magnetic tape--actual cost
    c) Data cartridge--actual cost;
    d) Tape cartridge--actual cost;
    e) Rewritable CD (CD-RW)--$1.00;
    f) Non-rewritable CD (CD-R)--$1.00;
    g) Digital video disc (DVD)--$3.00;
    h) JAZ drive--actual cost;
    i) Other electronic media--actual cost;
    j) VHS video cassette--$2.50;
    k) Audio cassette--$1.00;
    l) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;
    m) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

Labor charge for locating, compiling, manipulating data, and reproducing information.

1. The charge for labor costs incurred in processing a request for public information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
2. A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
    a) Two or more separate buildings that are not physically connected with each other; or
    b) A remote storage facility.

3. A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:
4. When confidential information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the documents to be copied are located in:
    a) Two or more separate buildings that are not physically connected with each other; or
    b) A remote storage facility.
5. For purposes of paragraph 2.a of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

Overhead charge.

1. Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.
2. An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge.
3. The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00.

Remote document retrieval charge.
To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

Miscellaneous supplies.
The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

Postal and shipping charges.
The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

Miscellaneous charges:
The Association that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

The Association shall have the right to require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are greater or lesser than the actual costs the Association shall submit a final invoice to the requestor within 30 business days of the date that the information is delivered. If the estimated costs exceed the actual costs the Association shall refund the excess funds to the requestor not later than thirty (30) business days after the final invoice is sent to the owner. If the actual costs exceed the estimated costs, the requestor shall pay the amount due to the Association before the thirtieth (30^{th}) business day from the date that the invoice is sent to the requestor/owner. If not timely paid,

the charges may be added to the owner's account as an assessment.

ARTICLE 6
RECORDS RETENTION POLICY

Pursuant to the provisions of Texas Property Code Section 209.005(m)

1. Certificates of Formation/Articles of Incorporation, bylaws, restrictive covenants and all amendments to any of the same shall be retained permanently;
2. Financial books and records of the Association shall be retained for seven (7) years;
3. Account records of current owners shall be retained for five (5) years;
4. Contracts to which the Association is a party shall be retained for four (4) years after the expiration of the contract term;
5. Minutes of meetings of owners and the Board of Directors of the Association shall be retained for seven (7) years;
6. Tax returns and audit records shall be retained for seven (7) years;

ARTICLE 7
RELIGIOUS ITEM DISPLAY REVIEW AND APPROVAL POLICY

Pursuant to the provisions of new Texas Property Code Section 202.018, The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation and display of one or more "Religious Items" ("Item") on the entry to the owner's or resident's dwelling within the subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Religious Item" shall mean an item, on the entry to the owner's or resident's dwelling, *the display of which is motivated by the owner's or resident's sincere religious belief.*

Applications for installation of any Religious Item shall be submitted to the ARB in the same manner as applications for approval of any other Improvement.

In considering applications for the installation and display of such items, the members of the ARB shall reasonably accept that all such applications are motivated by the sincere religious belief of the applicant.

The ARB may deny an application for approval which:

1. Threatens the public health or safety; or
2. Violates a law; or
3. Contains language, graphics, or any display that is patently offensive to a passerby of reasonable sensitivities; or
4. Is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
5. Individually or in combination with other religious items displayed or to be displayed on the entry door or door frame has a total size of greater than twenty-five (25) square inches

An application for display of a Religious Item shall be deemed approved by the ARB thirty (30) days from the date of the ARB's receipt of the Owner's application unless the ARB notifies the Owner in writing within the thirty (30) day period that additional information is required or that one or more standards have, in the opinion of the ARB, not been established.

The ARB may deny an application for, or impose reasonable restrictions on, the installation of Religious Items that do not meet one or more of the required standards. All ARB findings shall be in writing.

ARTICLE 8
ROOFING MATERIALS REVIEW AND APPROVAL POLICY

Pursuant to the provisions of new Texas Property Code Section 202.011, the purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of certain Roofing Materials, as defined herein, within the subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "roofing materials" shall mean shingles proposed to be installed on the roof of the Owner's home or authorized outbuilding located on the Owner's property within the subdivision, when the shingles meet the following standards:

1. They are designed primarily to:
    a) be wind and hail resistant;
    b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
    c) provide solar generation capabilities; and
2. when installed:
    a) resemble the shingles used or otherwise authorized for use on property within the subdivision;
    b) are more durable than and are of equal or superior quality to the shingles provided in Paragraph (A); and
    c) match the aesthetics of the property surrounding the owner's property.

Applications for installation of such Roofing Materials shall be submitted to the ARB in the same manner as applications for approval of any other Improvement. The ARB may require that the Owner/applicant provide supporting documentation from the manufacturer of the shingle which establishes that the proposed installation meets the above described standards.

An application which meets all of the following conditions shall be deemed approved by the ARB thirty (30) days from the date of the ARB's receipt of the Owner's application unless the ARB notifies the Owner in writing within the thirty (30) day period that additional information is required or that one or more standards have, in the opinion of the ARB, not been established.

The ARB may deny an application for, or impose reasonable restrictions on, the installation of roofing materials that do not meet one or more of the required standards. All ARB findings shall be in writing.

ARTICLE 9
SOLAR ENERGY DEVICE REVIEW AND APPROVAL POLICY

Pursuant to the provisions of new Texas Property Code Section 202.010, the purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of a "Solar Energy Device" ("SED") within the subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Solar Energy Device" shall mean a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and

transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

Applications for installation of any Solar Energy Device shall be submitted to the ARB in the same manner as applications for approval of any other Improvement.

An application which meets all of the requirements set out below shall be deemed approved by the ARB thirty (30) days from the date the Owner's application is received by the ARB, unless the ARB notifies the Owner in writing within the thirty (30) day period that additional information is required or that one or more standards have, in the opinion of the ARB, not been properly established in the application.

1. If installed on the roof of the Owner's home, the SED, as installed is
    a) located on the roof of the Owner's home,
    b) the SED does not extend higher than or beyond the roofline,
    c) the SED conforms to the slope of the roof,
    d) the SED has a top edge that is parallel to the roofline, and
    e) the SED has a frame, support bracket or visible wiring or piping that is in a silver, bronze or black tone commonly available in the marketplace and is appropriate to the materials and harmonious with the dwelling.

2. If installed in a fenced yard or patio owned and maintained by the Owner, the SED as installed may not exceed the height of a fence which meets applicable height requirements in the governing documents of the Association or restrictive covenants applicable to the subdivision.

3. The ARB reserves the right to require additional screening as necessary.

The ARB may deny an application for, or impose reasonable restrictions on, the installation of an SED that:

1. As adjudicated by a Court, threatens the public health or safety or violates a law;
2. Is located on property owned or maintained by the Association;
3. Is located on property owned in common by the members of the Association;
4. Is located in an area on the Owner's property other than the roof of the home or in a fenced yard or patio owned and maintained by the Owner;
5. Does not meet all requirements for installation of the SED on a roof or in a fenced yard or patio owned and maintained by the Owner as set out above;
6. Was installed without prior approval of the ARB;
7. The ARB finds that placement of the SED as proposed will substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The finding may not be made if the written approval of the proposed placement of the device by all property owners of adjoining property is provided by the Owner/applicant.

ARTICLE 10
Declaration

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

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to the Master Declaration the day and year first above written.

DECLARANT: BLUEGREEN SOUTHWEST ONE, L.P.
a Delaware limited partnership
by its General Partner BLUEGREEN SOUTHWEST LAND, INC., a Delaware Corporation

By: _____
Stephen Davis, Vice President
BLUEGREEN SOUTHWEST LAND, INC.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions for KING OAKS was acknowledged before me on the 21st day of Decenber, 2011, by Stephen Davis, Vice President of Bluegreen Southwest Land, Inc., a Delaware corporation, the general partner of Bluegreen Southwest One, L.P., a Delaware limited partnership, on behalf of said corporation.

STEPHANIE M LADA
Notary Public, State of Texas
My Commission Expires
October 14, 2014

_____
Notary Public, State of Texas

UPON RECORDING, PLEASE RETURN TO:

BLUEGREEN SOUTHWEST LAND, INC.
6060 North Central Expy Suite 138
Dallas, Texas 75206

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
12/27/2011 11:37:01 AM
CASHTWO
201106044283

Joy Streater

(2)
19
TW

201206032309 09/17/2012 08:53:28 AM 1/19

Certification

I, the undersigned, do hereby certify:

THAT I am the duly authorized Manager of Havenwood at Hunter's Crossing Property Owners Association, Inc., a Texas non-profit corporation (the "Association") and, in such capacity, I have access to the records of the Association. The records reflect that the following Policies of the Association

Priority of Payments Policy
Board Meeting Notice Procedure Policy
Elections Policy and Procedures
Flag Display Review and Approval Policy
Payment Plan Guideline Policy
Rainwater Collection System Review and Approval Policy
Record Production and Copying Policy
Records Retention Policy
Religious Item Display Review and Approval Policy
Roofing Material Review and Approval Policy
Solar Energy Device Review and Approval Policy

attached hereto and incorporated herein for all relevant purposes were duly adopted by the Board of Directors of the Association in the manner required by the governing documents of the Association to be effective as of the date set forth on each Policy.

IN WITNESS WHEREOF, I have hereunto subscribed my name.

Rosalyn L. Peterson

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 17th day September 2012 by Rosalyn L. Peterson, Manager of Havenwood at Hunter's Crossing Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

JESSICA ALLEN ROBERSON
Notary Public, State of Texas
My Commission Expires
September 19, 2015

AFTER RECORDING, RETURN TO:
The Weichert Law Firm
3821 Juniper Trace, Suite 106
Austin, Texas 787382

PRIORITY OF PAYMENTS POLICY

FOR

HAVENWOOD AT HUNTER'S CROSSING PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to the provisions of new Texas Property Code Section 209.0063, the Board of Directors of the Association adopts this Policy to be effective the 1st day of January 2012. This Policy shall be recorded in the Official Public Records of Comal County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this Policy is to establish the Association's procedures for applying payments received by the Association from an owner in full or partial satisfaction of the owner's debt to the Association.

All such payments shall be applied to the owner's debt with the following priority:

(i) Any delinquent assessment;
(ii) Any current assessment;
(iii) Any attorney's fees or third party collection costs incurred by the association in connection with assessments or any other charge that could provide the basis for foreclosure of the association's lien against the owner's property;
(iv) Any attorneys fees that are not incurred in connection with paragraph (iii) above;
(v) Any fines assessed by the Association; and
(vi) Any other amount owed to the association.

If at the time that a payment is received by the Association the owner is in default of a payment plan with the association, *the association is not required to apply the payment in accordance with the priority set out above, except that, in applying the payment, a fine assessed by the association may not be given priority over any other amount owed to the association.*

BOARD MEETING NOTICE PROCEDURE POLICY

FOR

HAVENWOOD AT HUNTER'S CROSSING PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to the provisions of new Texas Property Code Section 209.005 (e), the Board of Directors of the Association adopts this Policy to be effective the 1st day of September 2011. This Policy shall be recorded in the Official Public Records of Comal County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this Policy is to establish the Association's procedures for providing notice to Members of the meetings of the Association's Board of Directors.

Notices of all meetings of the Association's Board of Directors, including a general agenda of items which may be addressed at the meeting, will be:

1) Mailed to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; OR
2) Provided at least 72 hours before the start of the meeting by:
   (A) (i) Posting the notice in a conspicuous manner reasonably designed to provide notice to property owners in a place on the Association's common property; or (ii) Posting the notice on an internet website maintained by the Association or other internet media; and
   (B) Sending the notice by email to each owner who has registered an email address with the Association.

Members are advised that Texas Property Code Section 209.0051 (f) requires them to register their email address with the Association and to update it as may be required. Failure to do so may result in the Member not receiving an email notice of the Board meeting.

ELECTIONS POLICY AND PROCEDURES

FOR

HAVENWOOD AT HUNTER'S CROSSING PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to the provisions of amendments to the Texas Property Code, the Board of Directors of the Association adopts this Policy to be effective the 1st day of September 2011. This Policy shall be recorded in the Official Public Records of Comal County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The Legislature has amended the requirements for the holding of elections by Property Owners Associations and the procedures for voting on issues presented to the members of such Associations. The purpose of this policy is to clarify the requirements for such election and voting. In the event of conflict between this Policy and applicable law, it is the intent of the Association that applicable law shall control.

Qualifications of Board Members

Any member of the Association may run for a place on the Board of Directors or serve as Director *except a person who has been convicted of a felony or crime involving moral turpitude who shall be permanently ineligible to serve as a Director. Evidence of such a conviction must be established by written, documented evidence from records maintained by a governmental law enforcement authority.*

The fact that a person is delinquent in the payment of monies owed to the Association or is currently in violation of a restrictive covenant applicable to members of the Association *shall not be a bar to running for or service on the Board of Directors of the Association.*

Voting Procedures

The fact that any Member of the Association is delinquent in the payment of monies owed to the Association or is currently in violation of a restrictive covenant applicable to members of the Association *shall not disqualify the Member from voting on any matter submitted to the Members of the Association*

Voting rights of a Member of the Association may be exercised in the following ways:

(1) In person or by proxy at a meeting of the POA;
(2) By absentee ballot in the manner provided by applicable law. The Association shall provide an absentee ballot which contains each proposed action and provides for a vote for or against each proposed action. The casting of an absentee ballot may be limited because if there are amendments to a proposed ballot item the absentee ballot will not be counted on the final vote on the measure;
(3) By "electronic ballot". The casting of an electronic ballot may be limited because if there are amendments to a proposed ballot item the electronic ballot will not be counted on the final vote on the measure. An electronic ballot means a ballot given by email, facsimile or posting on an internet website established for that purpose *when the identity of the owner casting the ballot can be confirmed and the owner can receive a receipt of the electronic transmission*

and receipt of the owner's ballot. The Association shall send a notice of the posting of an electronic ballot to each Owner containing instructions on the procedure for obtaining access to the ballot.

Ballots must be written and signed by the Member voting. Electronic ballots shall be deemed written and signed.

Written and signed ballots are not required for uncontested races.

Declaration Amendments

Amendments to the Declaration shall be approved by the lower of (1) a vote of 67 percent of the total votes allocated to property owners in the Association or (2) by vote of the percentage approval required by the Declaration.

FLAG DISPLAY REVIEW AND APPROVAL POLICY

FOR

HAVENWOOD AT HUNTER'S CROSSING PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to the provisions of new Texas Property Code Section 209.011, the Board of Directors of the Association adopts this Policy to be effective the 20th day of June 2011. This Policy shall be recorded in the Official Public Records of Comal County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of certain "Flags" as defined herein, within Havenwood at Hunter's Crossing subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Flag" or "Flags" shall mean the following:

(1) The flag of the United States of America;
(2) The flag of the State of Texas;
(3) An official or replica flag of any branch of the United States armed forces;
(4) Any other flag specifically referenced and allowed in restrictive covenants applicable to the subdivision.

Any flag approved as provided by applicable law and this policy shall be displayed in accordance with the following requirements:

(1) The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10;
(2) The flag of the State of Texas shall be displayed in accordance with Chapter 3100, Texas Government Code;
(3) Any other flag allowed by restrictive covenants applicable to the subdivision shall be appropriately displayed in a manner similar to the United States and/or Texas flag;
(4) A flag pole attached to a dwelling (which may not exceed six feet (6') in length) or any freestanding flagpole shall be constructed of durable, long-lasting materials, with a finish appropriate to the materials and harmonious with the dwelling. The Association may establish reasonable rules which provide that a specified finish or finishes of a specified type or color shall be deemed to be allowed in all circumstances;
(5) The display of any allowed flag and the location and construction of the associated flagpole must comply with any applicable zoning ordinances, easements and setbacks of record;
(6) All displayed flags and the flagpole on which they are flown must be maintained in good condition and repair;
(7) There may be no more than one flagpole per property upon which one or more allowed flags may be displayed;
(8) The individual flags may not exceed 3 by 5 feet in size;
(9) The single allowed flagpole shall not exceed twenty feet in height (if a freestanding flagpole) or six feet in length if the flagpole is attached to a dwelling;

Applications for approval of the installation and display of all flags subject to this Policy shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as application s for approval of other Improvements within the subdivision.

An application which meets all of the requirements set our herein shall be deemed approved by the Committee thirty (30) days from the date the Owner's application is received by the Association, unless the Committee notifies the Owner in writing within the thirty-day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been properly established in the application.

The Committee may deny an application for, or impose reasonable restrictions on, the installation and display of flags that do not meet one or more of the required standards. The Association's Architectural Control Committee (the "Committee") may impose reasonable additional restrictions on the placement or display of a flag in order to minimize any adverse impact on adjacent property owners, to abate noise caused by an external halyard and to regulate the size, location and intensity of any lights used to illuminate a displayed flag.

All Committee findings shall be in writing.

PAYMENT PLAN GUIDELINE POLICY

FOR

HAVENWOOD AT HUNTER'S CROSSING PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to the provisions of new Texas Property Code Section 209.0062, the Board of Directors of the Association adopts this Policy to be effective the 1st day of January 2012. This Policy shall be recorded in the Official Public Records of Comal County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

In order to properly provide for the timely and efficient collection of Assessments levied by the Association, the Board shall levy regular and/or special assessments in the manner required by the Association's governing documents, including its Articles of Incorporation/Certificate of Formation and Bylaws, and the restrictive covenants applicable to Havenwood at Hunter's Crossing subdivision, all of which are duly recorded in the Official Public Records of Comal County, Texas.

The Board shall establish a due date for the payment of all assessments levied by the Association.

The Association shall send written notice of the amount of the Assessment and the due date for payment of the Assessment to all persons responsible for payment of the same in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions for the subdivision..

Payment Plans

The notice of assessment shall include information on the availability of Payment Plans as an alternative method of payment for the Assessments.

The Payment Plans shall include the following elements:

The minimum term of a payment plan is three months.

The maximum term of a payment plan shall be 18 months from the date of the owner's request for a payment plan.

All payment plans must be in writing, signed by one or more owners of the property subject to the assessments, be approved and signed by an officer or agent of the Association and shall provide that the owner pay all future assessments when due in addition to meeting the terms of the payment plan.

No monetary penalties shall accrue on balances while a payment plan is in good standing, but reasonable costs for administering the plan and interest on the account shall continue to accrue.

Any qualified owner who owes a delinquent balance of $300.00 or less shall be allowed to pay that balance in three equal consecutive monthly installments without the need for Board approval. The first payment shall be due within thirty (30) days of the owner's request for a payment plan.

Any qualified owner who owes a delinquent balance of $300.00 or more shall be allowed to pay that balance in five equal consecutive monthly installments without the need for Board approval. The first payment shall be due within thirty (30) days of the owner's request for a payment plan.

Any qualified owner who wishes payment plan terms other than those set out above shall submit a request for such a plan with information supporting the need for alternate plan and the Board may deny or approve such a plan in the board's discretion.

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 within two years of the owner's original payment plan default.

The Board may, in its sole discretion, enter into a payment plan with an owner who has previously defaulted.

RAINWATER COLLECTION SYSTEM REVIEW AND APPROVAL POLICY

FOR

HAVENWOOD AT HUNTER'S CROSSING PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to the provisions of amended Texas Property Code Section 202.007, the Board of Directors of the Association adopts this Policy to be effective the 1st day of September 2011. This Policy shall be recorded in the Official Public Records of Comal County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of a "Rainwater Collection System" ("System") within Havenwood at Hunter's Crossing subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Rainwater Collection System" shall mean a system or series of mechanisms designed primarily to collect rainwater for subsequent use by the Owner on the Owner's property.

Applications for installation of any Rainwater Collection System shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as applications for approval of any other Improvement.

The System shall be reviewed by the Committee within thirty (30) days from the date of the Committee's receipt of the Owner's application unless the ACC notifies the Owner in writing within the thirty day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been established.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of a System that does not meet one or more of the required standards established by the Association. All committee findings shall be in writing.

An Owner shall be entitled to submit an application to the Association seeking approval for the installation of a rain barrel or rainwater harvesting system.

Any such system shall:

(1) be of a color consistent, in the reasonable opinion of the ACC, with the color scheme of the property owner's home;
(2) not display any language or other content that is not typically displayed on such barrel or system as it is manufactured;
(3) shall not be located on property owned by the Association or on property owned in common by the members of the Association or located between the front of the property owners' home and an adjoining or adjacent street;
(4) to the greatest extent reasonably possible, be located and/or shielded so as to minimize the visual impact of the installation on adjacent properties, lots and common areas;

(5) shall be constructed of a non-reflective material; and
(6) shall not exceed eight feet in height.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of a system which does not meet one or more of the foregoing standards.

RECORD PRODUCTION AND COPYING POLICY

FOR

HAVENWOOD AT HUNTER'S CROSSING PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to the provisions of Texas Property Code Section 209.005, the Board of Directors of the Association duly adopts this Record Production and Copying Policy to be effective the 1st day of January 2012. This Policy shall be recorded in the Official Public Records of Comal County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

Requests for Production of or Access to Books and Records

Books and Records of the Association shall be made available to the extent and in the manner provided by Texas Property Code Section 209.005. Certain Books and Records of the Association shall be confidential and are not subject to disclosure or production as provided by Texas Property Code Section 209.005 (k).

The Association shall make the books and records of the Association reasonably available for inspection (1) by an owner or (2) a person designated by the owner as the owner's agent, attorney or certified public accountant.

The books and records of the Association do not include an attorney's files related to the property owner's association except in the limited manner provided by Texas Property Code Section 2009.005 (d).

An owner or owner's agent must submit a written request for access or information by certified mail to the Association at the mailing address of the Association or authorized representative found in the most current management certificate filed in the Official Public Records of the County. The written request must identify with sufficient detail the association books and records requested and the requestor must elect to either (1) inspect the books and records before obtaining copies or (2) have the association forward copies of the requested books and records.

The Association shall allow access to or provide copies of its books and records required by law to the extent that the requested books and records are in the possession, custody or control of the Association.

If access to the records is requested, the Association shall reply to the requestor within ten business days from the date that the written request is received by the Association. In its reply the Association shall give the requestor dates during normal business hours when the records may be reviewed.

If copies of identified books and records are requested, the Association shall produce the requested books and records within ten business days of the Association's receipt of the written request unless, on or before the tenth business day, the Association informs the requestor that the Association is unable to provide the requested books and records before the deadline and informs the requestor of a date when the books and records will be sent or made available for inspection. The date shall not be more than fifteen business days after the date that the notice to the requestor is sent.

All inspections shall take place at a mutually agreed upon time during normal business hours.

The Association may produce records in hard copy, electronic or other format reasonably available to the Association.

Costs for Production of Records

(a) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$1.00;

(F) Non-rewritable CD (CD-R)--$1.00;

(G) Digital video disc (DVD)--$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for public information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(4) When confidential information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(5) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge.

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00.

(d) Remote document retrieval charge.

(1) To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(e) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(f) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(g) Miscellaneous charges: The Association that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(h) The Association shall have the right to require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are greater or lesser than the actual costs the Association shall submit a final invoice to the requestor within 30 business days of the date that the information is delivered. If the estimated costs exceed the actual costs the Association shall refund the excess funds to the requestor not later than 30 business days after the final invoice is sent to the owner. If the actual costs exceed the estimated costs, the requestor shall pay the amount due to the Association before the 30th business day from the date that the invoice is sent to the requestor/owner. If not timely paid, the charges may be added to the owner's account as an assessment.

RECORDS RETENTION POLICY

FOR

HAVENWOOD AT HUNTER'S CROSSING PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to the provisions of Texas Property Code Section 209.005(m), the Board of Directors of the Association duly adopts this Record Retention Policy to be effective the 1st day of January 2012. This Policy shall be recorded in the Official Public Records of Comal County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

(1) Certificates of Formation/Articles of Incorporation, bylaws, restrictive covenants and all amendments to any of the same shall be retained permanently;
(2) Financial books and records of the Association shall be retained for five years;
(3) Account records of current owners shall be retained for five years;
(4) Contracts to which the Association is a party shall be retained for four years after the expiration of the contract term;
(5) Minutes of meetings of owners and the Board of Directors of the Association shall be retained for seven years;
(6) Tax returns and audit records shall be retained for seven years;

RELIGIOUS ITEM DISPLAY REVIEW AND APPROVAL POLICY

FOR

HAVENWOOD AT HUNTER'S CROSSING PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to the provisions of new Texas Property Code Section 202.018, the Board of Directors of the Association adopts this Policy to be effective the 20th day of June 2011. This Policy shall be recorded in the Official Public Records of Comal County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation and display of one or more "Religious Items" ("Item") on the entry to the owner's or resident's dwelling within Havenwood at Hunter's Crossing subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Religious Item" shall mean an item, on the entry to the owner's or resident's dwelling, *the display of which is motivated by the owner's or resident's sincere religious belief.*

Applications for installation of any Religious Item shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as applications for approval of any other Improvement.

In considering applications for the installation and display of such items, the members of the Association's Architectural Control Committee (the "Committee") shall reasonably accept that all such applications are motivated by the sincere religious belief of the applicant.

The Committee may deny an application for approval which:

(1) Threatens the public health or safety; or
(2) Violates a law; or
(3) Contains language, graphics, or any display that is patently offensive to a passerby of reasonable sensitivities; or
(4) Is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
(5) Individually or in combination with other religious items displayed or to be displayed on the entry door or door frame has a total size of greater than 25 square inches

An application for display of a Religious Item shall be deemed approved by the Committee thirty (30) days from the date of the Committee's receipt of the Owner's application unless the Committee notifies the Owner in writing within the thirty day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been established.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of Religious Items that do not meet one or more of the required standards. All committee findings shall be in writing.

ROOFING MATERIALS REVIEW AND APPROVAL POLICY

FOR

HAVENWOOD AT HUNTER'S CROSSING PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to the provisions of new Texas Property Code Section 202.011, the Board of Directors of the Association adopts this Policy to be effective the 20th day of June 2011. This Policy shall be recorded in the Official Public Records of Comal County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of certain Roofing Materials, as defined herein, within Havenwood at Hunter's Crossing subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "roofing materials" shall mean shingles proposed to be installed on the roof of the Owner's home or authorized outbuilding located on the Owner's property within the subdivision, when the shingles meet the following standards:

(1) They are designed primarily to:
    (A) be wind and hail resistant;
    (B) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
    (C) provide solar generation capabilities; and
(2) when installed:
    (A) resemble the shingles used or otherwise authorized for use on property within the subdivision;
    (B) are more durable than and are of equal or superior quality to the shingles provided in Paragraph (A); and
    (C) match the aesthetics of the property surrounding the owner's property.

Applications for installation of such Roofing Materials shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as applications for approval of any other Improvement. The Committee may require that the Owner/applicant provide supporting documentation from the manufacturer of the shingle which establishes that the proposed installation meets the above described standards.

An application which meets all of the following conditions shall be deemed approved by the Committee thirty (30) days from the date of the Committee's receipt of the Owner's application unless the ACC notifies the Owner in writing within the thirty day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been established.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of roofing materials that do not meet one or more of the required standards. All committee findings shall be in writing.

SOLAR ENERGY DEVICE REVIEW AND APPROVAL POLICY

FOR

HAVENWOOD AT HUNTER'S CROSSING PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to the provisions of new Texas Property Code Section 202.010, the Board of Directors of the Association adopts this Policy to be effective the 20th day of June 2011. This Policy shall be recorded in the Official Public Records of Comal County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of a "Solar Energy Device" ("SED") within Havenwood at Hunter's Crossing subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Solar Energy Device" shall mean a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

Applications for installation of any Solar Energy Device shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as applications for approval of any other Improvement.

An application which meets all of the requirements set out below shall be deemed approved by the Committee thirty (30) days from the date the Owner's application is received by the Association, unless the Committee notifies the Owner in writing within the thirty-day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been properly established in the application.

> If installed on the roof of the Owner's home, the SED, as installed is (1) located on the roof of the Owner's home, (2) the SED does not extend higher than or beyond the roofline, (3) the SED conforms to the slope of the roof, (4) the SED has a top edge that is parallel to the roofline, and (5) the SED has a frame, support bracket or visible wiring or piping that is in a silver, bronze or black tone commonly available in the marketplace
>
> If installed in a fenced yard or patio owned and maintained by the Owner, the SED as installed may not exceed the height of a fence which meets applicable height requirements in the governing documents of the Association or restrictive covenants applicable to the subdivision.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of an SED that:

(1) As adjudicated by a Court, threatens the public health or safety or violates a law;

(2) Is located on property owned or maintained by the Association;
(3) Is located on property owned in common by the members of the Association;
(4) Is located in an area on the Owner's property other than the roof of the home or in a fenced yard or patio owned and maintained by the Owner;
(5) Does not meet all requirements for installation of the SED on a roof or in a fenced yard or patio owned and maintained by the Owner as set out above;
(6) Was installed without prior approval of the ACC;
(7) The ACC finds that placement of the SED as proposed will substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The finding may not be made if the written approval of the proposed placement of the device by all property owners of adjoining property is provided by the Owner/applicant.

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Comal County, Texas
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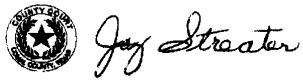

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FIRST AMENDED AND RESTATED

BY-LAWS

OF

HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

Page

ARTICLE 1: NAME, PRINCIPAL OFFICE, AND DEFINITIONS 1

1.1 Name 2
1.2 Principal Office 2
1.3 Definitions 2

ARTICLE 2: ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES 2

2.1 Membership 2
2.2 Voting 2
2.3 Neighborhoods 3
2.4 Voting Delegates 4
2.5 Voting Groups 5
2.6 Right of Class "B" Member to Disapprove Actions 6
2.7 Place of Meetings 6
2.8 Annual Meetings 7
2.9 Special Meetings 7
2.10 Notice of Meetings 7
2.11 Waiver of Notice 7
2.12 Adjournment of Meetings 7
2.13 Voting 8
2.14 List for Voting 8
2.15 Proxies 8
2.16 Quorum 8
2.17 Conduct of Meetings 8
2.18 Action Without a Meeting 8

ARTICLE 3: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS 9

3.1 Governing Body; Composition 9
3.2 Number of Directors 9
3.3 Directors During Class "B" Control Period 9
3.4 Nomination and Election Procedures 9
3.5 Election and Term of Office 10
3.6 Removal of Directors and Vacancies 10
3.7 Organizational Meetings 11
3.8 Regular Meetings 11
3.9 Special Meetings 11
3.10 Notice 11
3.11 Waiver of Notice 11
3.12 Participation in Meetings 12
3.13 Quorum of Board of Directors 12
3.14 Compensation 12
3.15 Conduct of Meetings 12
3.16 Open Meetings 12
3.17 Action Without a Formal Meeting 12
3.18 Powers 13
3.19 Duties 13
3.20 Management 14

3.21 Accounts and Reports 14
3.22 Borrowing 15
3.23 Right to Contract 15
3.24 Enforcement 15

ARTICLE 4: OFFICERS 17

4.1 Officers 17
4.2 Election and Term of Office 17
4.3 Removal and Vacancies 17
4.4 Powers and Duties 17
4.5 Resignation 18
4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc 18
4.7 Compensation 18

ARTICLE 5: COMMITTEES 18

5.1 General 18
5.2 Architectural Control 18
5.3 Covenants Committee 18
5.4 Neighborhood Committees 18

ARTICLE 6: INSURANCE AND CASUALTY LOSSES 19

6.1 Association Insurance 19
6.2 Owners' Insurance 22
6.3 Limitation of Liability 22

ARTICLE 7: BUDGETS AND ASSESSMENTS 23

7.1 Computation of General Assessment 23
7.2 Computation of Neighborhood Assessments 24
7.3 Reserve Budget and Capital Contribution 25
7.4 Special Assessments 25
7.5 Specific Assessments 25

ARTICLE 8: MISCELLANEOUS 26

8.1 Fiscal Year 26
8.2 Parliamentary Rules 26
8.3 Conflicts 26
8.4 Books and Records 26
8.5 Notices 27
8.6 Indemnification 28
8.7 Litigation 28
8.8 Amendment 29

TABLE OF EXHIBITS

Subject Matter — Exhibit

DEFINITIONS ..... Exhibit 1
RESOLUTION ..... Exhibit 2

FIRST AMENDED AND RESTATED BY-LAWS OF HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC.

This FIRST AMENDED AND RESTATED BY-LAWS OF HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC. is made to be effective as of the date of the Resolution attached hereto incorporated herein by reference, by SOUTHSTAR AT HAVENWOOD, LLC, a Texas limited liability corporation, duly authorized to do business in the State of Texas (hereinafter referred to as "Declarant" and the assignee of the Declarant status pursuant to Document #201206016392, Official Real Property Records of Comal County, Texas) and replaces only the BY-LAWS OF HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC. dated November 21, 2006 and filed under Comal County Clerk's Document #200606049500, Official Real Property Records of Comal County, Texas.

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain BY-LAWS OF HAVENWOOD AT HUNTERS CROSSING PROPERTY OWNERS ASSOCIATION, INC. dated November 21, 2006 and filed under Comal County Clerk's Document #200606049500, Official Real Property Records of Comal County, Texas. (herein referred to as the "Initial By-laws"); and

WHEREAS, the Texas State Legislature passed several laws that affected Property Owner Associations during its 82ND Legislative Session; and

WHEREAS, pursuant to the terms of the Initial By-laws, the Declarant reserves the right at any time, and from time to time, prior to the termination of the Class "B" Control Period, without the joinder or consent of any Owner or other party, to amend or supplement the Initial By-laws by an instrument in writing duly signed, acknowledged and filed of record; and

WHEREAS the termination of the Class "B" Control Period has not occurred and Declarant has determined that to further the general plan and scheme of development as evidenced by the Initial By-laws, it is desirable to execute and file these First Amended and Restated By-laws for the purpose of modifying the Initial By-laws for the benefit of current and future Owners and to further the common scheme of development for Havenwood at Hunters Crossing pursuant to the provisions of amendments to the Texas Property Code passed by the Texas State Legislature (hereinafter referred to as the "Legislature");

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Initial By-laws, Declarant hereby subjects the real property described in the Initial By-laws to these First Amended and Restated By-laws, which shall apply to such property in place of the provisions of the Initial By-laws. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of these First Amended and Restated By-laws, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of these First Amended and Restated By-laws shall be binding upon in accordance with the terms of the Initial By-laws.

ARTICLE 1: NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1.1 Name. The name of the corporation is Havenwood at Hunters Crossing Property Owners Association (the "Association"), a Texas nonprofit corporation.

1.2 Principal Office. The principal office of the Association shall be located in the State of Texas. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in Exhibit 1, attached hereto and by this reference incorporated herein, unless the context indicates otherwise.

ARTICLE 2: ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

2.1 Membership. The Association shall initially have three (3) classes of membership, Class "A," Class "B" and Class "C" as more fully set forth below in Section 2.2.

2.2 Voting.Class "A". Class "A" Members shall be all Owners except the Class "B" Member and Class "C" Members, if any. Class "A" Members shall have one (1) equal vote for each Lot in which they hold the interest required for membership under the Declaration; provided, however, there shall be only one (1) vote per Lot and no vote shall be exercised for any property which is exempt from assessment. All Class "A" votes shall be cast as provided in subsection (e) below.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under the Declaration, these First Amended and Restated By-Laws and the Articles, are specified in the relevant sections of the Declaration, the Initial By-Laws and the Articles. The Class "B" Member may appoint a Majority of the Members of the Board of Directors during the Class "B" Control Period which shall continue until the later to occur of the following:

(i) when ninety-five percent (95%) of the total number of Lots permitted by the Master Plan for Havenwood at Hunters Crossing have residential dwellings located thereon which have been completed and have been conveyed to Persons other than Declarant; or

(ii) December 31, 2015; or

(iii) when, in its discretion, the Class "B" Member so determines and voluntarily relinquishes such right in a written instrument executed by Declarant and recorded in the Public Records.

Completion of a dwelling shall be deemed to have occurred upon "substantial completion." For the purposes of this Section, substantial completion shall be defined to be the date that the Declarant or ARB, as appropriate, certifies that the improvements are sufficiently complete in accordance with the Governing Documents and any other building specifications of the appropriate reviewing body as such may be established and amended from time to time and, with respect to initial construction, that the Owner may occupy the improvements for use as a single-family residential dwelling.

After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and committees as further provided in these By-Laws. The Class "B" membership shall terminate upon the earlier of:

(i) two (2) years after expiration of the Class "B" Control Period; or

(ii) any time after the Class "B" Control Period when, in its discretion, the Declarant so determines and declares in a written instrument executed by Declarant and recorded in the Public Records.

Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Lot which it owns.

(c) Class "C". Class "C" Members shall be the Commercial Members, if any. Class "C" Members shall have one (1) vote for each Lot in which they hold the interest required for membership under the Declaration; provided, however, a Class "C" Member shall not have the right to use the recreational amenities in Havenwood at Hunters Crossing or to vote on any matters except as specifically set forth in the Governing Documents.

(d) Additional Classes of Membership. The Declarant may, by Supplemental Declaration, create additional classes of membership for the Owners of Lots within any additional property made subject to the Declaration pursuant to Article 7, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

(e) Exercise of Voting Rights by Class "A" Members. If there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it. No vote shall be exercised on behalf of any Lot if any Assessment for such Lot is delinquent. If Voting Delegates have been elected pursuant to Section 2.4, the vote for each Lot owned by a Class "A" Member shall be exercised by the Voting Delegate representing the Neighborhood of which the Lot is a part, as provided in such Section.

In any situation where a Class "A" Member is entitled personally to exercise the vote for his or her Lot and there is more than one (1) Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

2.3 Neighborhoods. Every Lot shall be located within a Neighborhood; provided, however, that unless and until additional Neighborhoods are established, the entire Havenwood at Hunters Crossing shall consist of one (1) Neighborhood. The Declarant, in its sole discretion, may establish Neighborhoods within Havenwood at Hunters Crossing by designation on an exhibit to these First Amended and Restated By-Laws, on a Supplemental Declaration, or on a plat. During the Development Period, the Declarant may unilaterally amend these First Amended and Restated By-Laws or any Supplemental Declaration from time to time to assign property to a specific Neighborhood, to redesignate Neighborhood boundaries, or to remove property from a specific Neighborhood.

The Owner(s) of a Majority of the total number of Lots within any Neighborhood may at any time petition the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods. Such petition shall be in writing and shall include a survey of the entire parcel which indicates the proposed boundaries of the new Neighborhoods or otherwise identifies the Lots to be included within the proposed Neighborhoods. Such petition shall be deemed granted thirty (30) Days following the filing of all required documents with the Board, unless the Board of Directors denies such application in writing within such thirty (30) Day period. The Board may deny an application only upon

determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association.

The Lots within a particular Neighborhood may be subject to additional covenants and/or the Lot Owners may be members of a Neighborhood Association in addition to the Association. However, a Neighborhood Association shall not be required except as required by law. Any Neighborhood which does not have a Neighborhood Association may, but shall not be obligated to, elect a Neighborhood Committee, as described in these First Amended and Restated By-Laws, to represent the interests of Owners of Lots in such Neighborhood. During the Development Period, no Neighborhood Association or Neighborhood Committee shall be formed or otherwise established without the prior submission to and written approval by the Declarant of all documents creating or establishing such Neighborhood Association or Neighborhood Committee, including, without limitation, the submission and approval of any declaration of condominium, articles of incorporation, by-laws and other organizational and governing documents.

Any Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Lots in such Neighborhood and, upon the affirmative vote, written consent, or a combination thereof, of Owners of a Majority of the Lots within the Neighborhood, the Association may, in its sole discretion, provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided any such administrative charge shall apply at a uniform rate per Lot to all Neighborhoods receiving the same service), shall be assessed against the Lots within such Neighborhood as a Neighborhood Assessment.

2.4 Voting Delegates. Subject to Board determination as set forth herein, the Owners within each Neighborhood shall be entitled to elect a Voting Delegate who shall be responsible for casting all votes attributable to Lots owned by Class "A" Members in the Neighborhood on all Association matters requiring a membership vote, except as otherwise specified in the Declaration or these First Amended and Restated By-Laws . In addition, each Neighborhood shall be entitled to elect an alternate Voting Delegate who shall be responsible for casting such votes in the absence of the Voting Delegate. No Person shall be eligible to serve as a Voting Delegate or an alternate Voting Delegate if any assessment for such Person's Lot is delinquent. If the Owners within a Neighborhood elect to use a Voting Delegate, the Voting Delegate and alternate Voting Delegate shall be elected on an annual basis, either by written ballot cast by mail or at a meeting of the Class "A" Members within such Neighborhood, as the Board determines; provided, however, upon written petition signed by Class "A" Members holding at least ten percent (10%) of the votes attributable to Lots within any Neighborhood, the election for such Neighborhood shall be held at a meeting. The presence, in person or by proxy, of Class "A" Members representing at least ten percent (10%) of the total Class "A" votes attributable to Lots in the Neighborhood shall constitute a quorum at any Neighborhood meeting.

The Board, in its sole discretion, shall determine whether Voting Delegates shall be elected for each Neighborhood; provided, however, all Neighborhoods which are similarly situated shall be treated the same. If Voting Delegates will be elected for a Neighborhood, the Board shall send notice of the election to all Owners within the Neighborhood; provided, however, the first election of a Voting Delegate for any Neighborhood shall not be held until at least fifty percent (50%) of the Lots planned for such Neighborhood have been conveyed to Persons other than Declarant.

Subsequent elections within each Neighborhood shall be held annually. Each Class "A" Member who owns a Lot within the Neighborhood shall be entitled to cast one (1) equal vote per Lot owned. The candidate who receives the greatest number of votes shall be elected as Voting Delegate and the candidate receiving the next greatest number of votes shall be elected as the alternate Voting Delegate. The Voting

Delegate and the alternate Voting Delegate shall serve a term of one (1) year and until their successors are elected.

Any Voting Delegate or alternate Voting Delegate may be removed, with or without cause, upon the vote or written petition of Owners of a Majority of the total number of Lots owned by Class "A" Members in the Neighborhood which the Voting Delegate or alternate Voting Delegate represents. Any Voting Delegate or alternate Voting Delegate shall be automatically removed and ineligible to cast the votes attributable to Lots in such Voting Delegate's Neighborhood if any assessment for such Voting Delegate's Lot is delinquent. Upon removal of a Voting Delegate or an alternate, a successor shall be elected by the Owners of Lots within the Neighborhood to fill the vacancy for the remainder of such delegate's term.

Until such time as the Board first calls for election of a Voting Delegate for any Neighborhood, the Owners within such Neighborhood shall be entitled personally to cast the votes attributable to their respective Lots on any issue requiring a vote of the Voting Delegates under this Declaration, the First Amended and Restated By-Laws , or the Articles.

Prior to taking a vote on any issue requiring membership approval, the Association shall distribute proxies to all Members represented by Voting Delegates allowing each Member to direct in writing how such Member's vote is to be cast with respect to such issue by the Voting Delegate who represents him or her. The Voting Delegates shall be required to cast all votes for which specific proxies are returned in the manner directed in such proxies. All other votes may be cast as the Voting Delegate deems appropriate in its sole discretion. The Board may adopt resolutions establishing additional procedures for polling Members.

2.5 Voting Groups. During the Class "B" Control Period, the Declarant may designate Voting Groups consisting of one (1) or more Neighborhoods for the purpose of electing directors to the Board. The designation of Voting Groups, if any, shall be to promote representation on the Board of Directors for various groups having dissimilar interests and to avoid a situation in which the Voting Delegates representing similar Neighborhoods are able, due to the number of Lots in such Neighborhoods, to elect the entire Board of Directors, excluding representation of others. Following termination of the Class "B" Control Period, the number of Voting Groups within Havenwood at Hunters Crossing shall not exceed the total number of directors to be elected by the Class "A" Members pursuant to these First Amended and Restated By-Laws . The Voting Delegates representing the Neighborhoods within each Voting Group shall vote on a separate slate of candidates for election to the Board, with each Voting Group being entitled to elect the number of directors specified in these First Amended and Restated By-Laws .

The Declarant shall establish Voting Groups, if at all, not later than the date of expiration of the Class "B" Control Period by filing with the Association and in the Public Records a Supplemental Declaration identifying each Voting Group by legal description or other means such that the Lots within each Voting Group can easily be determined. Such designation may be unilaterally amended from time to time by the Declarant during the Development Period.

After expiration of the Declarant's right to amend any designation of Voting Groups as provided above, the Board shall have the right to file or amend any Supplemental Declaration for the purpose of designating Voting Groups. Neither recordation nor amendment of such Supplemental Declaration shall constitute an amendment to a Declaration or these By-Laws, and no consent or approval of any Person shall be required except as stated in this Section. Until such time as Voting Groups are established, all of Havenwood at Hunters Crossing shall constitute a single Voting Group. After a Supplemental Declaration establishing Voting Groups has been filed, any and all portions of Havenwood at Hunters

Crossing which are not assigned to a specific Voting Group shall constitute a single Voting Group.

2.6 Right of Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have the right to disapprove any action, policy or program of the Association, the Board, any Neighborhood and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of the Declarant or Builders under the Governing Documents, or interfere with development of, construction on, or marketing of any portion of Havenwood at Hunters Crossing, or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right to approve or disapprove specific actions of the Association, the Board or any committee as may be granted to the Class "B" Member or the Declarant in the Governing Documents.

(a) The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, any Neighborhood or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address the Class "B" Member has registered with the secretary of the Association, which notice complies with the First Amended and Restated By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the First Amended and Restated By-Laws, set forth in reasonable particularity the agenda to be followed at such meeting. The Class "B" Member may waive its right to receive notice in the same manner as provided in the First Amended and Restated By-Laws.

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Class "B" Member, its representatives or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee.

(c) No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met and the time period set forth in subsection (d) below has expired.

(d) The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within ten (10) Days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) Days following receipt of written notice of the proposed action. No action, policy or program shall be effective or implemented if the Class "B" Member exercises its right to disapprove. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

2.7 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Voting Delegates and the Members as the Board may designate, either within Havenwood at Hunters Crossing or as convenient as is possible and practical. Meetings may be held by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation by one of these methods shall constitute presence in person at such meeting.

2.8 Annual Meetings. Meetings shall be of the Voting Delegates. Regular meetings shall be held annually on a date and at a time set by the Board.

2.9 Special Meetings. The president may call special meetings. In addition, it shall be the duty of the president to call a special meeting within thirty (30) Days if so directed by resolution of the Board or upon a petition signed by Voting Delegates representing at least ten percent (10%) of the total Class "A" votes in the Association or upon written request of the Declarant.

2.10 Notice of Meetings. Written notice stating the place, day and time of any meeting of the Voting Delegates shall be delivered to each Voting Delegate entitled to vote at such meeting not less than ten (10) nor more than sixty (60) Days before the date of such meeting, by or at the direction of the president or secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these First Amended and Restated By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

Notice of all regular and special meetings shall also be made to all members and shall include the date, time, place, and general subject of meeting as well as a general description of matters to be brought up in executive session. Notice to all members shall be either (a) mailed to Owners no later than ten (10) days but no earlier than sixty (60) days prior to the meeting, or (b) provided at least seventy-two (72) hours before meeting by (i) being posted notice in a conspicuous location (i.e., Common Area) and (ii) being emailed to all owners who have provided their email address to the Board. It is the Member's responsibility to keep their email address current with the Board.

2.11 Waiver of Notice. The transactions of any meeting by the Board shall be as valid as thought taken at a meeting held after regular call and notice if (A) the Board meets by telephone, email or in any alternative manner whereby all directors participating may speak their opinion and are heard (or their opinion can be read via email) by all other directors, (B) the Board acts by unanimous written consent on routine or administrative matters, or (C) the meeting is necessary to address an urgent or emergency situation that requires immediate action.

The foregoing right of the Board to meet and vote without prior notice to the Members does not apply to the following matters:

(a) Fines;
(b) Damage Assessments;
(c) Initiation of foreclosure actions or enrollment actions;
(d) Increases in Assessments;
(e) Levying Special Assessments;
(f) Appeals from denials of ARB; or
(g) Suspending rights of Class "A" Member before that Member has an opportunity to appear before the Board.

2.12 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Voting Delegates representing a Majority of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) Days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment, notice for reconvening the meeting shall

be given to Voting Delegates in the manner prescribed in Section 2.10.

2.13 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these First Amended and Restated By-Laws, and such voting rights provisions are specifically incorporated by this reference. The Board may adopt policies and procedures regarding the methods of casting votes, such as written ballots, secret ballots or computer access. Members may not be disqualified from voting. The Association shall conduct a recount of an election vote in accordance with Texas law.

2.14 List for Voting. After setting a record date for notice of a meeting, the Board shall prepare an alphabetical list of the names of the Voting Delegates entitled to notice of such meeting. The list shall show the address of the Voting Delegate and the number of votes each is entitled to vote at the meeting. The list for voting shall be made available for inspection in accordance with Texas law.

2.15 Proxies. A Voting Delegate entitled to cast the votes for all Lots within such delegate's Neighborhood may not assign the right to cast such votes by proxy, but may cast such votes only in person or through such Voting Delegate's designated alternate. Any Member who is entitled to cast only the vote(s) for such Member's Lot(s) pursuant to this Article may cast such vote in person or by proxy. On any matter as to which a Member is entitled to personally cast the vote for such Member's Lot, such vote may be cast in person (or, if a corporation, partnership, limited liability company, or trust, through any officer, director, partner, member, manager or fiduciary duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of Texas law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these First Amended and Restated By-Laws. Every proxy shall be in writing specifying the Lot(s) for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated, and filed with the secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it was given, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy. Electronic proxies are valid, however, proxies are not valid if a ballot item is modified at the meeting prior to the vote.

2.16 Quorum. Except as may be otherwise provided in these First Amended and Restated By-Laws or in the Declaration, the presence in person or by proxy of ten percent (10%) of the Class "A" votes entitled to be cast shall constitute a quorum at all meetings of the Association.

If a quorum is present at a duly called or held meeting, business may be continued until adjournment, notwithstanding the withdrawal of Voting Delegates leaving less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum. Proxies shall count for quorum as to matters set forth in the ballot.

2.17 Conduct of Meetings. The president shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.18 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Association may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by all Voting Delegates entitled to vote on such matter. Such consents shall be signed within sixty (60) Days after receipt of the earliest

dated consent, dated and delivered to the Association at its principal place of business in the State of Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Voting Delegates at a meeting. Within ten (10) Days after receiving authorization for any action by written consent, the secretary shall give written notice to all Members summarizing the material features of the authorized action.

ARTICLE 3: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Class "B" Member or serving as a representative of the Declarant, the directors shall be eligible Members or residents; provided, however, no Owner and resident representing the same Lot may serve on the Board at the same time. No Owner shall be eligible to serve as a director if written, documented evidence is presented to the Board that a potential candidate (or sitting director) has been convicted of a felony or crime involving "moral turpitude." Any such evidence against a sitting director shall result in that director being immediately removed from the Board and prohibited from future service. A "resident" for the purposes of these First Amended and Restated By-Laws shall mean any natural person eighteen (18) years of age or older whose principal place of residence is a Lot within Havenwood at Hunters Crossing. In the case of a Member which is not a natural person, any officer, director, partner, member, manager, employee, or fiduciary of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, that no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by or serving as representatives of the Class "B" Member or the Declarant.

3.2 Number of Directors. The Board shall consist of three (3) to seven (7) directors, as provided in Section 3.5 below. The initial Board shall consist of three (3) directors appointed by the Class "B" Member as provided in Section 3.3 and shall be increased as provided in Section 3.5. After the termination of the Class "B" membership, the Board may, by resolution, increase or decrease the number of directors.

3.3 Directors During Class "B" Control Period. Subject to the provisions of Section 3.5, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member during the Class "B" Control Period. Notwithstanding anything herein or in the Declaration to the contrary, directors appointed by or serving as representatives of the Class "B" Member or the Declarant shall not be subject to the qualifications for directors set forth in Section 3.1 and, further, as representatives of the Class "B" Member, shall be deemed to be Members of the Association for purposes of serving on the Board of Directors, irrespective of whether the individuals appointed by the Class "B" Member are Owners themselves.

3.5 Nomination and Election Procedures.

(a) Nomination of Directors. All Members may be nominated to serve as a director as provided in Sections 3.1 and 3.5 herein.

Nominations shall be permitted from the floor at a meeting of the Association. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. Directors appointed by or serving as representatives of the Class "B" Member or the Declarant shall not be subject to these nomination requirements.

(b) Election Procedures. Each Voting Delegate may cast all votes assigned to the Lots which such Voting Delegate represents for each position to be filled from the slate of candidates on which such Voting Delegate is entitled to vote. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.6 Election and Term of Office. Notwithstanding any other provision of these First Amended and Restated By-Laws:

(a) At the first Association meeting occurring after Class "A" Members own ninety-five percent (95%) of the Lots that may be created by the Master Plan for the entire Havenwood at Hunters Crossing, or whenever the Class "B" Member earlier determines, one-third (1/3) of the Board membership shall be elected from the Class "A" Members to serve on the Board of Directors. The remaining two-thirds (2/3) of the directors may be appointees of the Class "B" Member, but need not be Class "A" Members.

(b) At the first Association meeting occurring after termination of the Class "B" Control Period, the Board shall be increased to five (5) members and an election shall be held to elect four (4) directors by the Voting Delegates. If four (4) or fewer Voting Groups have been established, one (1) director shall be elected by the Voting Delegates representing each Voting Group and any remaining directorships filled at large by the vote of all Voting Delegates. Two (2) of the initial elected directors shall serve a term of two (2) years, and two (2) initial elected directors shall serve a term of one (1) year, as such directors determine among themselves. Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint, remove and replace one (1) director. Upon termination of the Class "B" membership, the director appointed by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting, at which time the Voting Delegates shall be entitled to elect a director to fill such position. Such director shall be elected for a term of two (2) years.

Upon the expiration of the term of office of each initial director elected by the Voting Delegates, the Voting Delegates entitled to elect such director shall elect a successor to serve a term of two (2) years. The directors elected by the Voting Delegates shall hold office until their respective successors have been elected.

3.7 Removal of Directors and Vacancies. Any director elected by the Voting Delegates may be removed, with or without cause, by Voting Delegates representing a Majority of the votes entitled to be cast for the election of such director, but shall not be subject to removal solely by the Class "B" Member. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Voting Delegates entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Voting Delegates who has three (3) or more consecutive unexcused absences from Board meetings, may be removed by a Majority of the directors, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Delegates entitled to fill such directorship may elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of an elected director or the adoption of a Board resolution increasing the number of directors, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Delegates entitled to fill such directorship may elect a successor for the remainder of the term. Any director that the Board appoints shall be selected from among Members and residents within the Voting Group represented by

the director who vacated the position.

This Section shall not apply to directors appointed by the Class "B" Member nor to any director serving as a representative of the Declarant. The Class "B" Member or the Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by or elected as a representative of the Class "B" Member or the Declarant.

B. Meetings.

3.8 Organizational Meetings. Within thirty (30) Days after the election or appointment of new directors, the Board shall hold an organizational meeting at such time and place as the Board shall set.

3.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as a Majority of the directors shall determine, but at least one (1) such meeting shall be held during each quarter.

3.10 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the president or vice president or by any two (2) directors.

3.11 Notice. Notice of a regular meeting shall be communicated to directors not less than four (4) Days prior to the meeting. Notice of a special meeting shall be communicated to directors not less than seventy-two (72) hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Notice of all regular and special meetings shall also be made to all members and shall include the date, time, place, and general subject of meeting as well as a general description of matters to be brought up in executive session. Notice to all members shall be either (a) mailed to Owners no later than ten (10) days but no earlier than sixty (60) days prior to the meeting, or (b) provided at least seventy-two (72) hours before meeting by (i) being posted notice in a conspicuous location (i.e., Common Area) and (ii) being emailed to all owners who have provided their email address to the Board. It is the Member's responsibility to keep their email address current with the Board.

3.12 Waiver of Notice. The transactions of any meeting by the Board shall be as valid as thought taken at a meeting held after regular call and notice if (A) the Board meets by telephone, email or in any alternative manner whereby all directors participating may speak their opinion and are heard (or their opinion can be read via email) by all other directors, (B) the Board acts by unanimous written consent on routine or administrative matters, or (C) the meeting is necessary to address an urgent or emergency situation that requires immediate action.

The foregoing right of the Board to meet and vote without prior notice to the Members does not apply to the following matters:

(a) Fines;
(b) Damage Assessments;
(c) Initiation of foreclosure actions or enrollment actions;
(d) Increases in Assessments;
(e) Levying Special Assessments;
(f) Appeals from denials of ARB; or
(g) Suspending rights of Class "A" Member before that Member has an opportunity to appear before the Board.