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Cross-reference to Clerk's Doc.
#20020607138 Comal County,
Texas records.

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
THE PENINSULA AT MYSTIC SHORES UNIT TWO**

THIS SUPPLEMENTAL DECLARATION is made this 1st day of March, 2004, by Bluegreen Southwest One, L.P., a Delaware limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Mystic Shores under Clerk's Doc. # 20020607138 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 "The Peninsula at Mystic Shores Unit Two".

ARTICLE 3

Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Declaration, the following shall apply to The Peninsula at Mystic Shores Unit Two:

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 three thousand (3000) 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 thirty-five hundred (3500) square feet of living area, excluding porches and garages. All improvements, including but not limited to the dwelling, must be constructed using new construction material and must be comprised of one hundred percent (100%) masonry, excluding windows, eaves and doors.

Lots consisting of two (2) acres or less shall have no more than two (2) buildings, with the dwelling being considered as one building. A detached garage, barn, workshop, etc., shall each be considered as a separate building for purposes of this paragraph. No guesthouse or servant's quarters shall be built on Lots consisting of two (2) acres or less. A Lot consisting of more than two (2) acres may have a maximum of three (3) buildings, including the dwelling, located on it. Said Lots may have a guesthouse/servant's quarters so long as such guesthouse/servant's quarters: (i) is built above the 948 contour line as shown on the recorded plat, (ii) contains a minimum of five hundred (500) and no more than one thousand (1000) square feet, and (iii) is built during or after completion of construction of the dwelling. Improvements on all Lots must be built on a concrete slab or on a pier foundation, constructed with concrete and rebar, with the masonry (in the percentages required above) and roofs matching the masonry and roof of the dwelling. The term "masonry" shall not include "hardiplank" material, aluminum, asbestos, plywood, concrete block, or vinyl or metal siding. All roofing material must be standing metal seams, slate stone, concrete tile, clay tile, or other tiles of a ceramic nature. No composition or wood shingles will

be permitted. Roof fans, attic fans, attic ventilators or other roof penetrations shall be installed on the portion of the roof having the least visibility from the street or other adjoining Tracts. Detached garages, workshops and barns must be erected, altered or placed on the property, either during or after construction of the dwelling and shall be no larger than thirty percent (30%) of the main dwelling (excluding all attached guest/servant's houses), based on square footage of living area. Workshops, barns and detached garages may be the same height as the dwelling, but no taller. All dwellings must have a garage, whether detached or attached, and such garage must hold a minimum of two (2) cars and a maximum of four (4) cars, must have finished interiors (sheet rocked, taped/floated and painted) and must face away from all roadways. No carports shall be allowed. Porticos may be allowed by the Architectural Control Committee or appropriate architectural control reviewing body on a case-by-case basis. Construction of all dwellings and other improvements commenced on any Lot shall be completed as to exterior finish and appearance within one (1) year from the date of commencement.

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

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

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

ARTICLE 4

Amendment to Supplemental Declaration

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

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

ARTICLE 5

Declaration

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

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


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

By: 
Title: Vice President, Bluegreen Southwest Land, Inc.

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on the 1st day of March, 2004, 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.


Notary Public, State of Texas

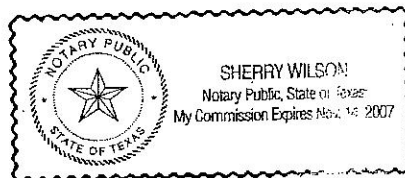


EXHIBIT "A"

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 February 24, 2004, a copy of which plat was recorded on February 27, 2004, in the real property records of Comal County, Texas in Book Volume 14, Page(s) 368-370, and to which plat reference is hereby made for a more particular description of said land.

Doc# 200406007683
Pages 4
03/02/2004 02:57:50 PM
Filed & Recorded in
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$28.00

STATE OF TEXAS
COUNTY OF COMAL

This is to certify that this document was FILED and RECORDED in the Official Public Records of Comal County, Texas on the date and time stamped thereon.




COUNTY CLERK

Doc# 200406007683

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FIRST AMENDMENT
TO
DECLARATIONS OF COVENANTS, CONDITIONS
AND
RESTRICTIONS
THE PENINSULA AT MYSTIC SHORES, UNIT TWO
COMAL COUNTY, TEXAS

WHEREAS, BLUEGREEN SOUTHWEST ONE, L.P., a Delaware Limited Partnership, authorized to do business in Texas, acting through its General Partner, BLUEGREEN SOUTHWEST LAND, INC., a Delaware Corporation, authorized to do business in Texas, purchased and developed property now known as THE PENINSULA AT MYSTIC SHORES, UNIT TWO; and,

WHEREAS, the plat of THE PENINSULA AT MYSTIC SHORES, UNIT TWO is recorded in Book Volume 14, Pages 368-370, in the Map and Plat Records of Comal County, Texas; and,

WHEREAS, Developer imposed certain restrictive covenants and conditions upon THE PENINSULA AT MYSTIC SHORES, UNIT TWO, by instrument entitled "Declaration of Covenants, Conditions and Restrictions, The Peninsula at Mystic Shores, Unit Two", ("Declaration") recorded under Clerk's Doc# 200206027138, in the Official Public Records of Comal County, Texas and by instrument entitled "Supplemental Declaration of Covenants, Conditions and Restrictions for The Peninsula at Mystic Shores, Unit Two", recorded under Clerk's Doc# 200406007683, in the Official Public Records of Comal County, Texas ("Supplemental Declaration") (collectively "Declarations"); and,

WHEREAS, Section 4.1 of the Supplemental Declaration provides that the Supplemental Declaration may be unilaterally amended by the Declarant in accordance with Section 15.2(a) of the Declaration; and,

WHEREAS, Section 15.2 of the Declaration of Covenants, Conditions and Restrictions state that until termination of the Class "B" membership, the Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. In addition, so long as the Declarant owns property which is subject to this Declaration or which may be unilaterally subjected to

the Declaration by the Declarant, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

WHEREAS, The Class "B" membership has not terminated.

NOW THEREFORE, premises considered, Developer does hereby amend said Declarations as follows:

Article 3, Section 3.2 of the Supplemental Declaration of Covenants, Conditions and Restrictions for the Peninsula at Mystic Shores Unit Two is amended to read as follows:

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

Except as amended herein, the Declarations shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand effective the 16th day of May, 2005.

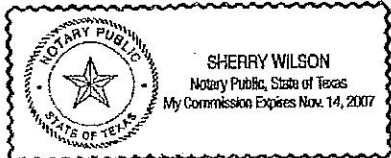
BLUEGREEN SOUTHWEST ONE, L.P., a
Delaware Limited Partnership by BLUEGREEN
SOUTHWEST LAND, INC., a Delaware
Corporation, General Partner

By: 

JACK H. DEAN, Vice President

THE STATE OF TEXAS *
COUNTY OF Hays *

This instrument was acknowledged before me on the 16th day of May, 2005, by JACK H. DEAN, Vice President of BLUEGREEN SOUTHWEST LAND, INC., a Delaware Corporation, General Partner of BLUEGREEN SOUTHWEST ONE, L.P., a Delaware Limited Partnership, in the capacity therein stated, on behalf of said Corporation.



Sherry Wilson
NOTARY PUBLIC, STATE OF TEXAS



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04/07/2009 01:56:31 PM RESTRICT 1/3

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

**SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE PENINSULA AT MYSTIC SHORES UNIT TWO**

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PENINSULA AT MYSTIC SHORES, UNIT TWO is made by Bluegreen Southwest One, L.P., a Delaware limited partnership (hereinafter referred to as "Declarant") on the date listed below and on the acknowledgment.

WITNESSETH:

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

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for The Peninsula at Mystic Shores Unit Two under Clerk's Document # 200406007623 in the Official Public Records of Comal County, Texas (herein referred to as the "Supplement"); and

WHEREAS, Declarant prepared and filed of record that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for The Peninsula at Mystic Shores Unit Two under Clerk's Document # 200506018509 in the Official Public Records of Comal County, Texas (herein referred to as the "First Amendment"); and

WHEREAS, Declarant wishes to supplement and add to the Declaration for The Peninsula at Mystic Shores, Unit Two for the purpose of clarifying that the Master Restrictions for Mystic Shores shall be the governing set of covenants for The Peninsula at Mystic Shores and determining a hierarchy of the Declaration (the "Second Supplement"); and

WHEREAS, the Class B Membership has not terminated and Declarant has the ability to make this Amendment; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects The Peninsula at Mystic Shores, Unit Two to the provisions of the Declaration and this Second Supplement, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Second Supplement, the Declaration and all amendments thereto, 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 Second Supplement shall be binding upon in accordance with the terms of the Declaration, the Supplement and the First Amendment, and this Second Supplement hereby adds to previously filed 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 "The Peninsula at Mystic Shores Unit Two".

ARTICLE 3
Adoption of the Master Restrictions for Mystic Shores

By this Second Supplement, the Master Restrictions are hereby adopted in full to govern The Peninsula at Mystic Shores development. Any discrepancies or provisions that are in conflict between the Declaration and Master Restrictions shall be resolved in favor of the Supplemental Declaration for Unit Two and then resolved by the Master Restriction for Mystic Shores (the "Declaration"). Where the specific Unit Two Supplement or amendment is silent, the Master Restriction for Mystic Shores shall govern.

ARTICLE 4
Amendment to Declaration – Property Owners Association Maintenance Charge

Declarant hereby deletes and amends the Declaration filed for The Peninsula at Mystic Shores, Unit Two by deleting the provisions regarding the levying, collection and administering of the Maintenance Charge as defined and stated in Section 6 of the Declaration, and in the place of Section 6, Declarant adopts and ratifies Article 4, Article 5 and Article 8 of the Master Restriction of Mystic Shores as the governing restrictions, conditions and covenants over The Peninsula at Mystic Shores, Unit Two. As it relates to the Maintenance Charge and the governing of The Peninsula at Mystic Shores, Unit Two, the Master Restriction shall govern over the Declaration for Section 6 of the Declaration.

ARTICLE 5
Declaration

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

IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Supplemental Declaration on this the 22nd day of April, 2009, and such Second Supplemental Declaration adds to the previously filed documents for Unit Two filed in the Official Real Property Records of Comal County, Texas.

DECLARANT:

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

By: _____

Jesse Keasler
Jesse Keasler, Vice President,
Bluegreen Southwest Land, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 2nd day of April, 2009, by Jesse Keasler, Vice President of Bluegreen Southwest Land, Inc., a Delaware corporation, the general partner of Bluegreen Southwest One, L.P., a Delaware limited partnership, on behalf of said entity.



Stephanie M. Lively
Notary Public, State of Texas

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
04/07/2009 01:56:31 PM
CASHTWO
200906011406



Joy Streater