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

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR MYSTIC SHORES AND  
THE PENINSULA AT MYSTIC SHORES**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MYSTIC SHORES 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 Restriction"); and

WHEREAS, the Declaration has been adopted by all units of Mystic Shores as well as all units of The Peninsula at Mystic Shores as the governing declaration of covenants, conditions and restrictions for the subdivision subject to specific additions and declarations contained in the supplemental declarations or prior filed Declaration of Covenants, Conditions and Restrictions for specific units at Mystic Shores and at The Peninsula at Mystic Shores.

WHEREAS, Declarant wishes to amend and restate the Declaration for the purpose of creating a common scheme for the development and continued upkeep and maintenance of Mystic Shores and The Peninsula at Mystic Shores communities through the filing of this First Amendment (hereinafter the "First Amendment"); and

WHEREAS, the Class B Membership has not expired 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 Mystic Shores and The Peninsula at Mystic Shores to the provisions of the Declaration and this First Amendment, 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 First Amendment and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this First Amendment shall be binding upon in accordance with the terms of the Declaration and such First Amendment hereby amends and/or supplements the 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** **Assessments**

Pursuant to the provisions set forth in Article 8. "Assessments" as contained in the Declaration, the Declarant hereby amends ONLY the following portion of the Declaration and all other restrictions placed on the Property by the Declaration shall remain unchanged and fully apply to Mystic Shores and to The Peninsula at Mystic Shores:

Declarant hereby deletes Section 8.1 entitled Creation of Assessments in its entirety and replaces Section 8.1 with the following:

8.1 Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be four types of assessments: (a) General Assessments to fund Common Expenses for the general benefit of all Units; (b) Neighborhood Assessments for Neighborhood Expenses benefitting only Units within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 8.6; and (d) Specific Assessments as described in Section 8.7. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments. It is hereby determined that the active Board of Directors for the Association has the ability and power to increase and/or decrease the General Assessments to fund Common Expenses for the general benefit of all Units by no more than ten percent (10%) per year without the necessity or obligation of calling a meeting for the purpose considering the increase or decrease in the General Assessment. Such increase or decrease in the General Assessment of not more than ten percent (10%) shall be accomplished through Board of Directors action. Notice of the Board of Directors' decision to increase or lower the General Assessment by ten percent (10%) or less must be provided to the members of the Association at least fourteen (14) days prior to the acceptance of the annual budgets for the Association, and after the annual budgets have been completed. Any increase in the General Assessment greater than ten percent (10%) must be voted on by the members of the Association as provided in the Bylaws and this Declaration with the required amount of notice to the members. Such increase greater than ten percent (10%) shall become effective unless disapproved at a meeting of the Voting Delegates representing at least sixty-seven percent (67%) of the total Class "A" votes allocated to Lots, which will be subject to the increase in the General Assessment.

THE REMAINING PORTION OF SECTION 8.1 AS STATED IN THE DECLARATION SHALL REMAIN AND BE A PART OF THE DECLARATION.

## **ARTICLE 4** **Amendment to Declaration**

5.1 By Declarant. This Declaration may be unilaterally amended by the Declarant in accordance with Section 15.2(a) of the Declaration, as the Class "B" membership has not yet terminated.

5.2 By Members. In addition to the requirements of Section 15.2(b) of the Declaration with respect to amendment by Members, any amendment to this Amendment to the 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 Amendment to the Declaration.

**ARTICLE 6**  
**Declaration**

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

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to the Declaration on this the 2nd day of April, 2009, and such First Amendment amends Document # 200206027138, Official Real Property Records of Comal County, Texas.

**DECLARANT:**

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

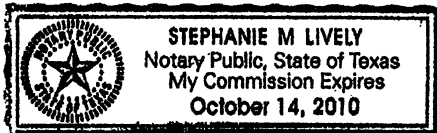
By:   
Jesse Keasler, Vice President,  
Bluegreen Southwest Land, Inc.

**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.

  
Notary Public, State of Texas



Filed and Recorded  
Official Public Records  
Joy Streater, County Clerk  
Comal County, Texas  
04/07/2009 01:56:44 PM  
CASHTWO  
200906011419



Joy Streater