

Cross-reference to Clerk's Doc. # 00212660
Grimes County, Texas Real Property Records.

**FIRST AMENDMENT TO THE
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR KING OAKS SECTION ONE A**

THIS FIRST AMENDMENT TO THE SUPPLEMENTAL DECLARATION is made by Bluegreen Southwest One, L.P., by its General Partner, Bluegreen Southwest Land, Inc. (hereinafter referred to as "Declarant") on the date as shown below and on the acknowledgment.

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for King Oaks under Clerk's Doc. # 00212660 in the Official Public Records of Grimes County, Texas (herein referred to as the "Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for King Oaks Section One A under Clerk's Doc. # 00214645 in the Official Public Records of Grimes County, Texas (the "Supplement"); and

WHEREAS, at the time the Supplement was filed, the plat for Section One A of King Oaks had yet to be recorded and thus no recording information was available and this First Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions for King Oaks Section One A (the "First Amendment") corrects that error and fully replaces and amends the Supplement; and

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

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

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

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

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this First Amendment, 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.

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 "King Oaks Section One A".

ARTICLE 3
Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Declaration, the following shall apply to King Oaks Section One A:

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

(a) All dwellings must have no less than twenty two hundred (2200) 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. The term "masonry" shall not include "hardiplank" material, aluminum, asbestos, plywood, concrete block, or vinyl or metal siding.

(b) Lots consisting of one and one half (1 ½) 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 one and one half (1 ½) acres or less. A Lot consisting of more than one and one half (1 ½) 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. 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 fifty percent (50%) 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). Detached garages must be at least thirty (30) feet behind the front wall of the main dwelling. 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, or a combination thereof. Driveways must be surfaced upon completion of construction of the dwelling Section.

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

3.4 Animal Husbandry. FFA or 4H school project animals will be permitted on tracts of 1.5 acres or greater with prior written consent and approval of the Committee. Dogs must be kept in a kennel, dog run, or fenced in area that confines said dog(s) to that area.

ARTICLE 4

Amendment to Supplemental Declaration

4.1 By Declarant. This First Amendment may be unilaterally amended by the Declarant in accordance with Section 15.2(a) of the Declaration, and under this provision this First Amendment is being utilized to amend the Supplement.

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 First Amendment 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 First Amendment.

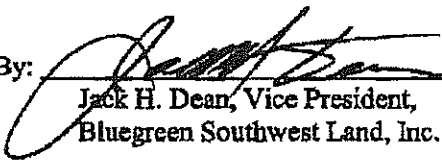
ARTICLE 5
Declaration

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

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment on this the 18th day of June, 2007.

DECLARANT:


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

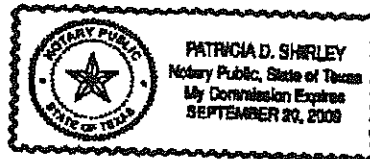
By: 
Jack H. Dean, Vice President,
Bluegreen Southwest Land, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 18th day of June, 2007, by Jack Dean, Vice President of Bluegreen Southwest Land, Inc., a Delaware corporation, the general partner of Bluegreen Southwest One, L.P., a Delaware limited partnership, on behalf of said entity.


Notary Public of State of Texas



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EXHIBIT "A"

Additional Property

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Grimes County, Texas, as shown on a plat of survey made by McClure & Browne Engineering / Surveying Inc., dated April 2007, a copy of which plat was recorded on May 17, 2007 in the real property records of Grimes County, Texas in Document # 00215015, Volume 1218, Page 332, and to which plat reference is hereby made for a more particular description of said land.

Filed for Record in:
Grimes County
On: Jun 29, 2007 at 01:26P
As a RECORDINGS

Document Number: 00216012
Amount 27.00
Receipt Number - 16395
By: Freddie Hanson

STATE OF TEXAS COUNTY OF GRIMES
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the annex records of:
Grimes County
as stamped hereon by me.
Jun 29, 2007

David Pasket, County Clerk
Grimes County