

Cross-reference to Clerk's Doc. #00212660
Grimes County, Texas records.

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

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

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 a Supplemental Declaration of Covenants, Conditions and Restrictions for King Oaks Section Two (the "Supplement") that was filed of record at Volume 1233, Page 689-692, Official Real Property Records of Grimes County, Texas. The Supplement was also filed as Grimes County Clerk's Document #00217482, Official Real Property Records of Grimes County, Texas; and

WHEREAS, due to a re-plat of King Oaks, Section Two, the legal description on Exhibit "A" has become incorrect and this First Amendment to the Supplement (hereinafter the "First Amendment") fully replaces and takes the place of the Supplement to correct the error in the recording information for King Oaks, Section Two; 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 to the 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 First Amendment to the 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 First Amendment to the 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 "King Oaks Section Two".

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 Two:

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. Driveway Culverts must have concrete end treatments. Refer to the Architectural Site Design Guidelines for details.

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. Horses are permitted on the following lots: 298, 299, 301, 313, 320-325, 332-337, 340-346. One (1) horse is permitted for each fenced one-half acre (1/2). Fences for horses may not extend into or include direct access into any body of water that adjoins any common area or adjacent lot. If horses reside on a lot, there must be an approved structure erected to house the horses. This structure must meet the guidelines listed in Section 3.1. These specific properties were designated because of location and size. Lots adjoining any of these properties (that are not currently available for horses) may be included if purchased by the same buyer and combination of lots totals at least 2.5 acres.

ARTICLE 4

Amendment to Supplemental Declaration

4.1 By Declarant. This First Amendment to the 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 First Amendment to the 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 First Amendment to the 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 First Amendment to the Supplemental Declaration the 22nd day of October, 2007.

DECLARANT:

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

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

STATE OF TEXAS §
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COUNTY OF HAYS §

This instrument was acknowledged before me on the 22nd day of October, 2007, by Jack Dean, Vice President of Bluegreen Southwest Land, Inc., the general partner of Bluegreen Southwest One, L.P., on behalf of said corporation.

Patricia D. Shirley
Notary Public, State of Texas

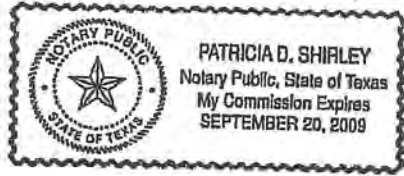


EXHIBIT "A"

Additional Property

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Grimes County, Texas, as shown on a plat of survey made by McClure & Browne Engineering / Surveying Inc., dated July 2007, a copy of which plat was recorded on October 8, 2007, in the real property records of Grimes County, Texas in Book Volume 1239, Page(s) 402-403, and to which plat reference is hereby made for a more particular description of said land.