

**THIRD AMENDMENT
TO ARCHITECTURAL AND SITE DESIGN GUIDELINES
FOR THE BRIDGES AT PRESTON CROSSINGS**

THIS THIRD AMENDMENT TO ARCHITECTURAL AND SITE DESIGN GUIDELINES FOR THE BRIDGES AT PRESTON CROSSINGS (this "Amendment") is made and entered by Mehrdad Moayedi, an individual, Rome Barnes, an individual, and Dustin Warren, an individual, being all of the members of the Architectural Review Board (the "ARB"), as of the 16th day of May, 2018.

WHEREAS, Bluegreen Communities of Texas, LP, a Delaware limited partnership (the "Original Declarant") executed that certain Declaration of Covenants, Conditions and Restrictions for the Bridges at Preston Crossings recorded on October 12, 2006, as Instrument No. 2006-00025342, and in Volume 4133, Page 155, in the Official Public Records of Grayson County, Texas (the "Original Declaration"), as supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for the Bridges at Preston Crossings, Section One dated October 5, 2006, recorded on October 12, 2006 as Instrument No. 2006-00025343, and in Volume 4133, Page 259, in the Official Public Records of Grayson County, Texas (the "Section One Supplement"), as further supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for the Bridges at Preston Crossings – The Estates at The Bridges at Preston Crossings dated February 8, 2007, recorded on February 9, 2007 as Instrument No. 2007-00003400, and in Volume 4191, Page 41, in the Official Public Records of Grayson County, Texas (the "Estates Supplement"), as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Bridges at Preston Crossings dated February 18, 2008, recorded as Instrument No. 2008-00004134, and in Volume 4407, Page 787, in the Official Public Records of Grayson County, Texas (the "First Amendment"), as further supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for The Bridges at Preston Crossings – Timber Creek at The Bridges Section 2-A dated June 19, 2009, recorded on June 24, 2009 as Instrument No. 2009-00012386, and in Volume 4655, Page 535, in the Official Public Records of Grayson County, Texas (the "Timber Creek Section 2-A Supplement"), as further amended, restated and supplemented by that certain Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions for The Bridges at Preston Crossings – Timber Creek at The Bridges Section 2-A dated September 14, 2009, recorded on September 16, 2009 as Instrument No. 2009-00018828, and in Volume 4697, Page 117, in the Official Public Records of Grayson County, Texas (the "Amended and Restated Timber Creek Section 2-A Supplement"), as further supplemented by that certain Architectural and Site Design Guidelines dated to be effective as of August 2006, as modified and amended by that certain First Amendment to Architectural and Site Design Guidelines dated January 13, 2015, and that certain Second Amendment to Architectural and Site Design Guidelines dated January 13, 2015 (as modified and amended, the "Design Guidelines") (the Original Declaration, as modified, amended, restated and supplemented as set forth above is herein referred to as the "Declaration"), which Declaration encumbers the real property described therein with the covenants, conditions and restrictions set out therein;

WHEREAS, pursuant to its rights as the ARB under the Declaration, including, without limitation, Section 9.3(a) of the Declaration, the ARB desires to amend and modify certain

requirements and restrictions set forth in the Design Guidelines, as more specifically provided in this Amendment, to include additional design guidelines and requirements for garages and fencing on certain Lots within the Properties.

NOW, THEREFORE, the ARB does hereby amend and modify the Design Guidelines as follows:

1. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Design Guidelines shall have the same meaning herein as given to such term in the Design Guidelines.

2. Amendments. The ARB desires to remove any requirement or obligation under the Design Guidelines for the inspection or certification of any structures or improvements constructed within the Properties, it being understood that any decisions, actions, or omissions by the ARB do not constitute a representation of warranty as to the quality, fitness or suitability of any improvements or structures constructed within the Property, and in no event shall indicate compliance of any such structures or improvements with any governmental requirements or applicable law, and the ARB has no responsibility, liability or obligation with respect to the compliance of plans with drainage, grading, building codes, engineering or other requirements. In this regard, the Design Guidelines are hereby modified and amended as follows:

(a) Section 2.03, subclause 3 is hereby modified and amended to read in its entirety as follows:

“3. If and to the extent so elected by the ARB, monitoring the design process in order to ensure compliance with Covenants and approved construction documents; provided, however, in no event shall this obligate the ARB to inspect or be liable for compliance of the improvements constructed.”

(b) The sixth and seventh sentences of Section 3.01 is hereby modified and amended to read in its entirety as follows: “Each submission may include, if so requested in writing by the ARB, among other items, engineering drawings for all elevations, site development/grading plans, and material samples. Builders must submit final plans reflecting required changes/conditions imposed by the ARB to the ARB Administrator upon completion of the final approval of the ARB, and as a condition to final ARB approval, the ARB may, but has no obligation to, require a clearing inspection.”

(c) The last sentence of Section 3.04 is hereby modified and amended to read in its entirety as follows: “The ARB reserves the right, but is in no way obligated to, schedule a clearing inspection upon a contractor or building meeting these requirements.”

(d) The last sentence of Section 3.11 is hereby modified and amended to read in its entirety as follows: “As a condition to a contractor’s right to begin constructions, the ARB may, but is not obligated to, require and schedule a clearing inspection by the ARB Administrator.”

(e) Section 3.12 is hereby deleted in its entirety and replaced with the following:

“3.12 Completion/Occupancy

“Upon completion, the ARB may, but is in no way obligated to, schedule an inspection to confirm compliance with all structures and improvements with the approved final plans. The inspection of or failure of the ARB to inspect the completed structures and improvements does not relieve the builder or contractor from its obligation to comply with the approved plans, the Covenants, these Design Guidelines, and/or any applicable laws, rules, restrictions, regulations, ordinances, or other legal requirements.”

(f) Section 4.09 is hereby modified and amended to add the following as a new last sentence to this Section: “Notwithstanding the foregoing or anything to the contrary contained herein or in the Covenants, the ARB reserves the right, but has no obligation, to inspect the property and/or any improvements constructed thereon for conformity with the requirements of the ARB, the Covenants, and/or these Design Guidelines.”

(g) Section 4.13 is hereby modified and amended to read in its entirety as follows:

“4.13 Return of Construction Deposit

“When all construction of improvements to be constructed for a project have been completed in accordance with the ARB approved plans, the owner shall deliver written notice of completion to the ARB together with a statement certifying the improvements are completed in accordance with the ARB approved plans and all work is completed for the project, and the ARB will thereafter promptly return the construction deposit to the owner; provided, that, the ARB reserved the right, but is in no way obligated to, inspect the project to confirm completion and/or compliance with the ARB approved plans. NOTE: any unapproved deviation from approved plans may result in fines as prescribed in Section 24 or other measures as described in Section 9.10 of the Covenants.”

(h) The first sentence of Section 9.0 is hereby deleted in its entirety. The ARB acknowledges and agrees that a drainage plan for any project shall not be required to be submitted for ARB approval of plans related to construction of a residence unless specifically required in writing by the ARB. The submission of drainage plans to the ARB shall in no event imply or place a burden of responsibility on the ARB with respect to the approval or compliance of plans from an Owner or Builder with regard to drainage, grading, building codes, engineering or other requirements. The ARB has no responsibility, liability or obligation with respect to the compliance of plans with regard to drainage, grading, building codes, engineering or other requirements.

(i) Section 27.0 entitled “Certificate of Compliance” is hereby deleted in its entirety. Additionally, The Certificate of Compliance – Application Checklist included on Pages 43, 44 and 45 of the Design Guidelines is hereby deleted in its entirety. For all purposes of the Design Guidelines, the “Certificate of Compliance” shall herein after mean and refer to the notice of completion delivered to the ARB together with a statement certifying the improvements are

completed in accordance with the ARB approved plans and all work is completed for the project in accordance with Section 4.13 of the Design Guidelines, as amended hereby.

3. No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Design Guidelines are not amended, modified or supplemented, and the Design Guidelines, as modified, amended and supplemented hereby, are hereby amended as provided herein.


4. Severability. Invalidation of any one provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

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EXECUTED to be effective as of the date written above.

ARCHITECTURAL REVIEW BOARD:


Merhdad Moayedi, an individual


Rome Barnes, an individual



Dustin Warren, an individual

BEING ALL OF THE MEMBERS OF THE
ARCHITECTURAL REVIEW BOARD OF
THE BRIDGES AT PRESTON
CROSSINGS POA, INC.

ACKNOWLEDGEMENT:

The undersigned, in his or her capacity as Secretary of The Bridges at Preston Crossings POA, Inc., a Texas nonprofit corporation (the "Association") hereby acknowledges receipt of the foregoing Amendment of the Design Guidelines on behalf of the Association. The undersigned further acknowledges that the ARB has the sole and full authority to amend the Design Guidelines pursuant to Section 9.3(a) of the Declaration.

THE BRIDGES AT PRESTON CROSSINGS POA, INC.,
a Texas nonprofit corporation

By: 

Printed Name: Rome Barnes

Secretary