

Grayson County
Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090



70 0008 00004134

Instrument Number: 2008-00004134

Recorded On: February 25, 2008

As
Recordings

Parties: BRIDGES AT PRESTON CROSSING

Blivable Pages: 4

To

Number of Pages: 6

Comment: 1ST AMEND RESTRICTION

(Parties listed above are for Clerks reference only)

Examined and Charged as Follows:

Recordings	28.00
Total Recording:	28.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2008-00004134
Receipt Number: 260971
Recorded Date/Time: February 25, 2008 09:50:04A
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User / Station: G WHITE - Cashiering Station 1

Record and Return To:

BLUEGREEN SOUTHWEST LAND INC
2000 E LAMAR BLVD #290
ARLINGTON TX 76006



THE STATE OF TEXAS
COUNTY OF GRAYSON
I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed herein, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE BRIDGES AT PRESTON CROSSINGS**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GRAYSON §

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGES AT PRESTON CROSSINGS is made this 18th day of February, 2008, by BLUEGREEN COMMUNITIES OF TEXAS, L.P., a Delaware limited partnership, duly authorized to do business in the State of Texas (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for THE BRIDGES AT PRESTON CROSSINGS under Clerk's Document #00025342 in the Official Public Records of Grayson County, Texas (herein referred to as the "Master Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain First Supplemental Declaration of Covenants, Conditions and Restrictions for THE BRIDGES AT PRESTON CROSSINGS, SECTION ONE, under Clerk's Document # 00025343 in the Official Public Records of Grayson County, Texas (hereinafter referred to as the "First Supplemental Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for THE BRIDGES AT PRESTON CROSSINGS, THE ESTATES AT THE BRIDGES AT PRESTON CROSSINGS, under Clerk's Document # 00003400 in the Official Public Records of Grayson County, Texas (hereinafter referred to as the "Second Supplemental Declaration"); and

WHEREAS, pursuant to the terms of Section 13.6 of the Declaration, the Declarant reserves the right at any time, and from time to time, prior to the termination of the Class "B" Control Period, without the joinder or consent of any Owner or other party, to amend or supplement the Declaration by an instrument in writing duly signed, acknowledged and filed of record; and

WHEREAS the termination of the Class "B" Control Period has not occurred and Declarant has determined that to further the general plan and scheme of development as evidenced by the Declaration, it is desirable to execute and file this First Amendment to the Master Declaration (hereinafter referred to as the "First Amendment") for the purpose of modifying the Master Declaration and placing additional conditions, covenants and restrictions upon and against the Properties for the benefit of current and future Owners and to further the common scheme of development for The Bridges at Preston Crossings;

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NOW, THEREFORE, pursuant to the powers retained by Declarant under the Master Declaration, Declarant hereby subjects the real property described in the Master Declaration to this First Amendment, which shall apply to such property in addition to the provisions of the Master Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this First Amendment, the Second Supplemental Declaration, the First Supplemental Declaration and the Master Declaration, 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 First Amendment shall be binding upon in accordance with the terms of the Master Declaration. If there is a discrepancy between this First Amendment and the Master Declaration, such terms and conditions of the First Amendment shall control.

ARTICLE 1
Page 1

There is a typographical error on Page 1 of the Master Declaration. The first paragraph on Page 1 is here by deleted in its entirety and the following is inserted into the Master Declaration in lieu thereof:

"THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTONS is made as of the date on the signature page hereof by Bluegreen Communities of Texas, L.P., a Delaware limited partnership (the "Declarant")."

ARTICLE 2
Amendment to Definitions

The definitions set forth in Article 1 of the Master Declaration are hereby incorporated by reference, unless said terms are otherwise defined herein and are amended as follows:

"1.16. Declarant. Bluegreen Communities of Texas, L.P., a Delaware limited partnership, or any successor-in-title, or assign who takes title to any portion of the property described on Exhibits "A" or "B" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided however, there shall be only one Person entitled to exercise the rights and powers of the "Declarant" hereunder at any one time."

ARTICLE 3
Supplement to Assessments

In addition to the Assessment guidelines set forth in Article 8 of the Master Declaration, Section 8.9 of the Master Declaration is here by deleted in its entirety and the following is inserted in lieu thereof:

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"8.9. Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Unit as of the date that such Unit is conveyed to a Person or a Builder. The first annual General Assessment and Neighborhood Assessment, if any, levied on each Unit shall be adjusted according to the number of Days remaining in the fiscal year at the time that assessments commence on the Unit."

Pursuant to the terms of Section 8.7 of the Master Declaration, the Association has the power to levy Specific Assessments against any and all Units in the development. Accordingly, Article 8 of the Master Declaration is hereby amended to include the following provision:


"8.13. Lot Mowing Assessment. Each Owner of a Unit in The Bridges at Preston Crossings, by acceptance of a deed therefore, agrees to pay the Association an annual Lot Mowing Assessment each year that the Unit is vacant. This assessment shall be used to create a fund known as the "Lot Mowing Fund" which shall be used to mow Owners' vacant lots in the Property at least four (4), but not more than six (6), times per year. The Lot Mowing Assessment shall be \$250.00 per lot, per year, adjusted according to the number of Days remaining in the fiscal year at the time that Assessments commence on the Unit. Thereafter, the Lot Mowing Assessment shall be due the first day of the first month of the year, payable with all other Assessments. The annual Lot Mowing Assessment is not refundable should building begin at any point in a given year or should the Unit be resold."

ARTICLE 4
Declaration

Except as specifically amended hereby, the Master 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 Master Declaration the day and year first above written.

DECLARANT: BLUEGREEN COMMUNITIES OF TEXAS, L.P.
a Delaware limited partnership
by its General Partner BLUEGREEN SOUTHWEST LAND,
INC., a Delaware Corporation

By: 
Daniel C. Koscher President
BLUEGREEN SOUTHWEST LAND, INC.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

The foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions for THE BRIDGES AT PRESTON CROSSINGS was acknowledged before me on the 18th day of February, 2008, by Daniel C. Koscher, President of Bluegreen Southwest Land, Inc., a Delaware corporation, the general partner of Bluegreen Communities of Texas, L.P., a Delaware limited partnership, on behalf of said corporation.



Stephanie M. Uyley
Notary Public, State of Texas

UPON RECORDING, PLEASE RETURN TO:

BLUEGREEN SOUTHWEST LAND, INC.
2000 East Lamar Blvd, Suite 290
Arlington, Texas 76006

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DR 4607 791

Filed for Record in
Grayson County

On: Feb 25, 2008 at 09:50A

As a
Recordings

Document Number: 00004134

Amount: 28.00

Receipt Number: 200871
By:
GAIL WHITE

STATE OF TEXAS COUNTY OF GRAYSON
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 named records of:
Grayson County
as stamped hereon by me.

Feb 25, 2008

William Blackshear Bush, County Clerk
Grayson County