

Grayson County
Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090



74 2009 00018828

Instrument Number: 2009-00018828

As

Recorded On: September 16, 2009

Recordings

Parties: BLUEGREEN COMMUNITIES OF TEXAS

Billable Pages: 5

To BRIDGES AT PRESTON CROSSING TIMBER CREEK

Number of Pages: 7

Comment: AMEND RESTRICTIONS

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Recordings	32.00
Total Recording:	32.00

***** 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: 2009-00018828

Receipt Number: 296414

Recorded Date/Time: September 16, 2009 04:02:50P

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User / Station: J CARYOL - Cashiering Station 2

Record and Return To:

BLUEGREEN COMMUNITIES
2000 E LAMAR BLVD STE 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

CROSS REFERENCE TO GRAYSON COUNTY
CLERK'S DOCUMENT #00025342

AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
THE BRIDGES AT PRESTON CROSSINGS
TIMBER CREEK AT THE BRIDGES
Section 2-A

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION is made as of the date stated below, by BLUEGREEN COMMUNITIES OF TEXAS, L.P., a Delaware limited partnership (hereinafter referred to as "Declarant") and replaces that Supplemental Declaration of Covenants, Conditions and Restrictions for The Bridges at Preston Crossing Timber Creek at The Bridges Section 2-A recorded in Book OR, Volume 4655, Page 535 on June 24, 2009 Grayson County, Texas.

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 Doc. # 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 Doc. # 00025343 in the Official Public Records of Grayson County, Texas; 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; and

WHEREAS, Declarant prepared and filed of record that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for The Bridges at Preston Crossings under Clerk's Document #00004134 in the Official Public records of Grayson County Texas; and

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

WHEREAS, Declarant may unilaterally amend the Master Declaration in accordance with Section 15.2(a) of the Master Declaration as it pertains to 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 Master Declaration; and

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

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Master Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Master Declaration and this Supplemental Declaration, 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 Supplemental Declaration and the Master 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 Supplemental Declaration shall be binding upon in accordance with the terms of the Master Declaration.

ARTICLE 1
Definitions

The definitions set forth in Article 1 of the Master 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 "Timber Creek at The Bridges".

ARTICLE 3
Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Master Declaration, the following shall apply to Timber Creek at The Bridges:

3.1 Lot Construction. The dwellings contained on the Lot shall meet the following standards:

- (a) All dwellings must have no less than three thousand (3,000) square feet of living area, excluding porches and garages. One and one-half (1 1/2) and two (2) story houses must have no less one thousand eight hundred (1,800) square feet of living area on the ground floor. All improvements, including but not limited to the dwellings, must be constructed using new material.

ARTICLE 4
Maintenance

In addition to the Maintenance requirements set forth in Article 5 of the Master Declaration, the following shall apply to Timber Creek at The Bridges:

The Association's Responsibility.

The Association shall maintain and keep in good condition, order and repair the Area of Common Responsibility, which shall include, but need not be limited to:

4.1 such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Master Declaration, any Supplemental Declaration, Agreement, or any contract or agreement for maintenance thereof entered into by the Association;

ARTICLE 5
Assessments

5.1 Timber Creek at The Bridges shall be subject to a Neighborhood Assessment for the benefit and use. within the Neighborhood designated as "Timber Creek at The Bridges" only. The initial Neighborhood Assessment shall be FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per year, which may be amended and modified by the Association as needed or required in the future without the need for a vote from the members of the Neighborhood, but in no event may the Neighborhood Assessment specific to Timber Creek at The Bridges be increased by more than ten percent (10%) per year. Any proposed increase or decrease in the Neighborhood Assessment by the Association of greater than 10% per year shall be voted on pursuant to the Declaration and the Bylaws. Such Neighborhood Assessment shall be in addition to the annual assessment due and payable to the Association for the general upkeep of the entire development and as described in Article 8 of the Master Declaration.

5.2 The Association shall have the right to levy, fine and lien the owners of Timber Creek at The Bridges for non-payment of the Neighborhood Assessment as stated in the Declaration for non-payment of Association Fees and/or Assessments.

5.3. 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 TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$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 6
Amendment to Supplemental Declaration

6.1 By Declarant. This Supplemental Declaration may be unilaterally amended by the Declarant in accordance with Section 15.2(10) of the Master Declaration.

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

ARTICLE 7
Declaration

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

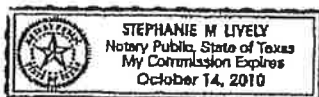
IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the 14th day of September, 2009

DECLARANT: BLUEGREEN COMMUNITIES OF TEXAS, L.P.
A Delaware Limited Partnership
By: BLUEGREEN SOUTHWEST LAND, INC.
A Delaware Corporation, its General Partner

By: [Signature]
Stephen Davis
Vice President, Bluegreen Southwest Land, Inc.

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 14th day of September, 2009, by Stephen Davis, Vice 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 limited partnership.



[Signature]
Notary Public, State of Texas

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EXHIBIT "A"
Additional Property

All That tract or parcel of land together with the improvements and appurtenances belonging thereto, belonging and being in Grayson County, Texas as shown on the plat entitled "REPLAT of Bridges at Preston Crossings Section 2-A" dated July 29, 2009 prepared by Engineering Concepts & Design, L.P., a copy of which was recorded September 1, 2009 in Volume 20, Page 135, Deed Records, Grayson County, Texas, and to which replat reference is hereby made for a more particular description of the land.

Bk Vol Pg
00018828 OR 4697 122

Filed for Record in:
Grayson County

On: Sep 16:2009 at 04:02P

As a
Recording

Document Number: 00018828

Amount: 32.00

Receipt Number - 296414
By:
JANA CARYOL

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.

Sep 16:2009

Wilma Blackshear Bush, County Clerk
Grayson County