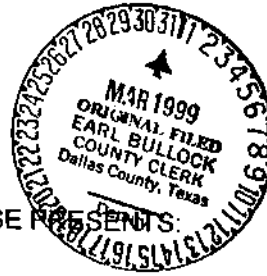


DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
LAKE RIDGE AT JOE POOL LAKE
SECTION 7 - PHASE II



STATE OF TEXAS *

COUNTY OF DALLAS *

KNOWN ALL MEN BY THESE PRESENTS:

This Declaration, made on the date hereinafter set forth by BLUEGREEN SOUTHWEST ONE, L.P., formerly known as PROPERTIES OF THE SOUTHWEST, L.P., a Delaware Limited Partnership, duly authorized to do business in the State of Texas, acting herein by and through its General Partner, BLUEGREEN SOUTHWEST LAND, INC. a Delaware Corporation, authorized to do business in the State of Texas, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the Owner of that certain Tract of land known as LAKE RIDGE AT JOE POOL LAKE of approximately 1334 Acres of land situated in Dallas County, Texas (hereinafter referred to as "Lake Ridge at Joe Pool Lake"); and

WHEREAS, approximately 142.685 acres of Lake Ridge at Joe Pool Lake has been platted and identified in the Final Plat (hereinafter referred to as the "Plat") of Lake Ridge Section 7, Phase II (hereinafter referred to as "Section 7 Phase II" or the "Subdivision"), to be recorded in the office of the County Clerk of Dallas County, Texas on the 31st day of MARCH, 1999, after having been approved as provided by law, and being recorded in Volume 97062, Page 00068, of the Map Records of Dallas County, Texas; and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against Section 7 Phase II in order to establish a uniform plan for its development, improvement and sale, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Tracts in Section 7 Phase II;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon all lots in Section 7 Phase II, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said property, which Restrictions shall run with said property and title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof. Developer also declares that all lots in Section 7 Phase II shall be subject to the jurisdictions of the "Association" and the "SubAssociation" (as hereinafter defined).

ARTICLE I
DEFINITIONS

Section 1.01 "Accessory Building" shall mean and refer to a subordinate building attached to or detached from the Dwelling (as hereinafter defined).

Section 1.02 "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association and/or the SubAssociation pursuant to the provisions set forth herein, including, without limitation, any property adjacent to or in the proximity of Lake Ridge at Joe Pool Lake or the Subdivision.

Section 1.03 "Association" shall mean and refer to the Lake Ridge at Joe Pool Lake Property Owners Association, and its successors and assigns.

Section 1.04 "Board of Directors" shall mean and refer to the Board of Directors of the Association or SubAssociation as indicated.

Section 1.05 "Builders" shall mean and refer to persons or entities that purchase Tracts and build speculative or custom homes thereon for third party purchasers.

Section 1.06 "Common Area" shall mean all real property and any improvements thereto, including but not limited to private streets, within Lake Ridge at Joe Pool Lake or the Subdivision owned by the Developer and/or the Association or SubAssociation for the common use and enjoyment of the Owners.

Section 1.07 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential Dwelling on such Owner's Tract.

Section 1.08 "Developer" shall mean and refer to Bluegreen Southwest One, L.P. and its successors and assigns.

Section 1.09 "Dwelling" shall mean and refer to a building having accommodations for and occupied by not more than one family.

Section 1.10 "Front Yard" shall mean and refer to a space on a Tract facing a Street (as hereinafter defined) and extending across the front of the Tract between the Side Lines (as hereinafter defined) and being the horizontal distance between the Street Line (as hereinafter defined) and the Dwelling or any projection thereof other than the projection of the usual steps and eave over-hangs.

Section 1.11 "Garage" shall mean and refer to an Accessory Building or a portion of a Dwelling in which motor-driven vehicles are stored.

Section 1.12 "Height" shall mean and refer to the measurement from the average established grade at the Street Line abutting the Tract or, if higher, from the highest natural ground level of the two points where the Front Setback Line (as hereinafter defined) intersects the two Side Lines of the Tract, to the highest point of the Improvement being measured.

Section 1.13 "Lake Ridge at Joe Pool Lake" shall mean and refer to Sections One, Two, Three, Four, Five, Six Phase I & II, Seven Phase I & II, Eight, 10-I-A, 10-I-B, 10 II, Eleven, Twelve and Thirteen and any other property hereafter made subject to the jurisdiction of the Association.

Section 1.14 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Tract which is a part of Lake Ridge at Joe Pool Lake or the Subdivision, including (i) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely a security for the performance of an obligation, (ii) Developer (except as otherwise provided herein), and (iii) Builders.

Section 1.15 "Plat" shall mean and refer to the Final Plat of Lake Ridge Section 7, Phase II, an addition to the City of Cedar Hill, Texas, recorded at Volume 71062, Page 0068, Map Records, Dallas County, Texas.

Section 1.16 "Private Street" shall mean and refer to any street shown as private on an approved plat. In the City of Cedar Hill, certain City services will not be provided on private streets. Among the services not provided are: street lighting, routine police patrols, enforcement of traffic and parking ordinances and preparation of accident reports. Depending on the characteristics of the private street other services may not be provided.

Section 1.17 "Rear Line" shall mean the opposite of Street Line.

Section 1.18 "Rear Yard" shall mean and refer to a space extending across the rear of a Tract from one Side Line to the other Side Line and being the horizontal distance between the Rear Line and the Dwelling or any projection thereof other than the projection of the usual steps and eave over-hangs.

Section 1.19 "Side Line" shall mean and refer to any boundary line of a Tract which is not a Street Line or Rear Line.

Section 1.20 "Street" shall mean and refer to the public or private roadways shown on an approved plat or any replat of Lake Ridge at Joe Pool Lake or Section 7 Phase II.

Section 1.21 "Street Line" shall mean and refer to that boundary line of a Tract, which is also the boundary line of a Street.

Section 1.22 "SubAssociation" shall mean and refer to Section 7 Phase II Property Owners Association, and its successors and assigns.

Section 1.23 "Subdivision" shall mean and refer to Final Plat of Lake Ridge Section 7, Phase II, an addition to the City of Cedar Hill, Texas, recorded at Volume 99062, Page 0006, Map Records, Dallas County, Texas.

Section 1.24 "Tract" shall mean and refer to any plot of land identified as a Tract or homesite on the Plat. For purposes of this instrument, "Tract" shall not be deemed to include any portion of the "Common Areas" or "Unrestricted Reserves" (defined herein as any Common Areas and Unrestricted Reserves shown on the Plat) in Section 7 Phase II, regardless of the use made of such area.

ARTICLE II RESERVATIONS, EXCEPTION AND DEDICATIONS

Section 2.01 Recorded Subdivision Map of the Property. The Plat dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to Section 7 Phase II. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Dallas County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, storm surface drainage, cable television, or any other utility the Developer sees fit to install in, across and/or under Section 7 Phase II for the benefit of the subdivision or any part thereof. All public utility easements in Section 7 Phase II may be used for the construction of drainage swales in order to provide for improved surface drainage of the Reserves, Common Area, Tracts and/or all other areas of the Subdivision or any part thereof. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said property without conflicting with the terms hereof. Any utility company serving the subdivision shall have the right to enter upon any public utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Tracts by contract deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Tracts. The Owners of the respective Tracts shall not be deemed to own pipes, wires, conduits or other service lines running through their Tracts which are utilized for or service other Tracts, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and

enjoyment of his Tract. The Developer may convey title to said easements to the public, a public utility company, the Association or the SubAssociation.

Section 2.04 Public Utility Easements.

- a. Utility ground and aerial easements have been dedicated in accordance with the Plat and may be dedicated by separate recorded easement documents.
- b. No building shall be located over, under, upon or across any portion of any public utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement except that no fences shall be erected across any drainage or sanitary sewer easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, fence or similar improvement placed upon such Public Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Tract subject to said Public Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Public Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Public Utility Easements.

ARTICLE III USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any Tract other than one Dwelling unit per each Tract to be used for residential purposes. Detached Garages and work shops may be constructed on the property at the same time as the main Dwelling is being built, or any time thereafter, so long as they are of good construction, kept in good repair, and are not used for residential purposes. All dwellings, detached Garages and work shops must be approved in writing by Section 7 Phase II Architectural Control Committee (hereinafter referred to as the "Committee") prior to being erected, altered or placed on the property. Approval by the Committee shall in no way effect the Owner's obligation to comply with all governmental laws and City of Cedar Hill regulations. The term "Dwelling" does not include single or double wide manufactured homes, modular homes or prefabricated homes and said manufactured homes, modular or prefabricated homes are not permitted within the Subdivision. All dwellings must have at least 3000 square feet of living area, excluding porches, measured from the exterior walls, under one roof. A minimum of eighty (80) percent of the exterior of all residential dwellings shall be of masonry and/or glass construction. The exterior walls of non-residential structures shall be a minimum of one hundred (100) percent masonry and/or glass construction; however, storage buildings in compliance with the ordinances for the City of Cedar Hill shall be permitted. Chimneys located on the exterior walls shall be of one hundred (100) percent masonry construction. Such masonry material shall be of quality and appearance equal or superior to standard clay, slate, common brick, color pigment portland cement brick, stucco or quarried stone. The use of stucco must be approved in writing by the City of Cedar Hill. Exterior material of any Dwelling, other than the required masonry portion, shall be a material which, in the sole opinion of the Committee, compliments the architecture of the Dwelling. The roof of any Dwelling shall be of either wood shingle, composition shingle, copper, tile, slate or standing seam metal. The use of sheet metal or similar material on either the roof or exterior sides of any Dwelling other than as flashing, is hereby prohibited. Each Dwelling shall be constructed so as to have not less than a two (2) car, nor more than a five (5) car Garage, which Garage may be detached from the Dwelling. No vehicle entrance of a Garage located on a Tract shall face the Street line on which the Dwelling fronts except those which are granted a written variance. No individual sewage disposal system shall be permitted in the subdivision. All Dwellings must be built with new construction material. Any building, structure or improvement commenced on any Tract shall be completed as to exterior finish and appearance within six (6) months after the laying of the foundation. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Tracts, or the use of said Tracts

for duplex houses, condominiums, townhouses, or apartment houses. All Tracts shall be for residential purposes and all homes must be site constructed. All houses are required to have slabs or foundations designed by a professional engineer.

Section 3.02 Composite Building Site. Any Owner of one or more adjoining Tracts (or portions thereof) may, with the prior written approval of the Committee, and the City of Cedar Hill, consolidate such Tracts or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the Tract lines as indicated on the Plat. The combination of two Tracts requires a re-plat that must be submitted to the City of Cedar Hill and any utility easements along the original Tract lines must be vacated by the appropriate utilities.

Section 3.03 Location of the Improvements upon the Tract. The minimum dimension of Tracts and yards, and the minimum Tract area per family shall be as follows:

- a. Tract area: The minimum area of a Tract shall be one (1) acre.
- b. Front Yard: There shall be a Front Yard having a minimum depth of not less than thirty (30) feet.
- c. Side Yard: There shall be a side yard on each side of a Tract, having a width of not less than twenty (20) feet.
- d. Rear Yard: There shall be a rear yard having a depth of not less than twenty (20) feet.
- e. Width of Tract: One hundred thirty (130) feet shall be the minimum width of the one (1) acre Tract at the building line with an exception to allow a minimum eighty (80) foot width at the building line for irregular shaped tracts with diverging side property lines on cul-de-sacs and curves.
- f. Height Regulations: The maximum Height shall be three stories, but not to exceed thirty-five (35) feet per Dwelling. Height limit for any Accessory Building shall be twenty-five (25) feet. All such dwellings must be served with water, electricity and sewer.

Section 3.04 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, Garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently; provided, however, that Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any property in the Subdivision that it owns as in its sole discretion may be necessary or convenient while selling Tracts, selling or constructing residences and constructing other improvements within the Subdivision.

Section 3.05 Walls and Fences. Walls and fences, if any, must be approved by the Committee prior to construction. All fences must be maintained to the satisfaction of the SubAssociation Board of Directors. No barbed wire or chain-linked fences shall be located, erected or allowed to remain on any Tract. No fences shall be erected across any drainage or sanitary sewer easements. Any improvements that are constructed within easements will be at the owner's risk, and the City will not be responsible for the replacement thereof, should they need to be removed. A maximum height of any fence shall not exceed ten (10) feet. Fences fronting streets must be of masonry and wrought iron. All masonry portions shall be of quality materials and appearance equal or superior to standard clay, slate, common bricks, color pigment portland cement bricks, stucco or quarried stone.

Section 3.06 Prohibition of Offensive Activities. No activity, whether for profit or not, shall be conducted on any Tract which is not related to single family residential purposes, unless said activity meets the following criteria:

- a. No additional exterior sign of activity is present,

- b. It is the type of action that usually happens in a home.
- c. No additional traffic, that would not be there normally, is created,
- d. The entity or activity maintains an office or place of business elsewhere, and
- e. The activity does not create a dangerous situation or involve dangerous materials. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision.

The discharge or use of firearms is expressly prohibited. All hunting is expressly prohibited. The SubAssociation shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 3.07 Garbage and Trash Disposal. Garbage and trash or other debris accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. During the construction period, the builder is required to maintain a dumpster on the building site. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.08 Junked Motor Vehicles Prohibited. No Tract shall be used as a depository for abandoned or junked motor vehicles. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Tract.

Section 3.09 Signs. No signs, advertisement, billboards or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Committee and Bluegreen Southwest One, L.P. except one (1) professionally made sign not more than twenty-four inches by twenty-four inches, advertising an Owner's home for sale or rent, or one (1) professionally made sign, not more than twelve inches (12") wide by twenty-four inches (24") long identifying the Tract Owners name or names. No "For Sale" signs or "Broker" signs shall be placed on any tract until after the dwelling is constructed, except for Developer's signs used in conjunction with initial marketing. Builders shall be allowed to place one professionally made sign on their Tract, or on any Tract that they have contracted to construct a home, not more than thirty-six inches (36") by thirty-six inches (36"). All other signs are prohibited. Developer or any member of the Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Tract in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other sort in connection therewith, or arising from such removal.

Section 3.10 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Tract; provided however, that dogs, cats, or other common household pets may be kept on a Tract. Animals are not to be raised, bred or kept for commercial purposes or for food. Pets must be kept in a kennel, dog run, or fenced in area that confines said dog(s) to that area. Dogs will not be permitted to run loose in the subdivision and must be vaccinated for rabies according to State law once a year and registered with the City of Cedar Hill once a year.

Section 3.11 Mineral Development. No commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Tract. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Tract.

Section 3.12 Drainage. Natural established drainage patterns of Streets, Tracts or roadway ditches will not be impaired by any person or persons. Driveway culverts must be installed and will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. Drainage culvert installation is subject to the inspection and approval of the City of Cedar Hill and must be installed prior to any

construction on a Tract. All driveways must be reinforced concrete and be a minimum of ten (10) feet in width.

Section 3.13 Re-subdividing. No Tract shall be re-subdivided and only one Dwelling and one Accessory Building may be located upon a Tract.

Section 3.14 Leasing. Except in conjunction with the leasing or renting of the Dwelling on the Tract to the same party, no Accessory Building shall be leased or rented.

Section 3.15 Uses and maintenance of the Tract and All Improvements Located Thereon. Without limiting the foregoing, the following restrictions shall apply to all Tracts:

a. No boat, jet-ski, aircraft, travel trailer, motor home, mobile home, camper body or similar vehicle or equipment may be parked for storage in the Front Yard of any Dwelling or parked on any Street in the Subdivision, nor shall any such vehicle or equipment be parked for storage in the Side Yard or Rear Yard of any Dwelling unless completely concealed from public view. All boats so parked or stored in the Side Yard or Rear Yard must at all times also be stored on a trailer. No such vehicle or equipment shall be used as a residence temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a Dwelling in the immediate vicinity.

b. Trucks with tonnage in excess of one and one-half tons shall not be permitted to park overnight within the Subdivision except those used by a builder during the construction of improvements. No vehicle with painted advertisements or business placards on its body shall be permitted to park overnight on any Street within the Subdivision except for those vehicles used by a builder during the construction of improvements.

c. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

d. No vehicles or similar equipment shall be parked or stored in an area visible from any Street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.

Section 3.16 Antennas. No antenna of any kind shall exceed five feet above the roof of the Dwelling or Accessory Building. One satellite disc or other instrument or structure may be placed in the rear yard so long as it is completely screened from view from any Street or the golf course.

Section 3.17 Sidewalks. All sidewalks shall conform to the City of Cedar Hill, Texas specifications and regulations. Sidewalks must be built when Dwelling is constructed. Corner Tracts shall construct sidewalks on both sides that front a Street.

Section 3.18 Duty of Maintenance. Owners and occupants (including lessees) of any Tract shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that Tract so owned or occupied, including improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse and wastes
- b. Lawn mowing
- c. Tree and shrub pruning
- d. Watering

- e. Keeping exterior lighting and mechanical facilities in working order
- f. Keeping lawn and garden areas alive, free of weeds and attractive
- g. Keeping driveways in good repair
- h. Complying with all government health and policy requirements
- i. Repair of exterior damage to improvements

Section 3.19 Enforcement. If, in the opinion of the SubAssociation Board of Directors or the Committee any such Owner or occupant (including lessees) has failed to comply with any of the foregoing restrictions or has failed in any of the foregoing duties or responsibilities, then the Committee or SubAssociation shall deliver to such Owner or occupant (including lessees) written notice of such failure and such Owner or occupant (including lessees) must within ten (10) days from and after delivery of such notice, comply with the restrictions and/or perform the care and maintenance required. Should any such Owner or occupant (including lessees) fail to fulfill this duty and responsibility within such period, then the Committee, or SubAssociation, or their designated agents are hereby authorized to enter onto the premises and correct such violations and perform such care and maintenance as necessary without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any Tract on which such work is performed shall promptly reimburse the Committee or SubAssociation for such cost. If such Owner or occupant (including lessees) shall fail to reimburse the Committee or SubAssociation within thirty (30) days from and after delivery of an invoice setting forth the costs incurred for such work, then said indebtedness shall be a debt of the Owner and occupant (including lessees) jointly and severally.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

Section 4.01 Basic Control.

a. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced or changes made in the design or exterior appearance thereof (excluding, without limitation, painting, staining or siding), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Tract in the Subdivision until the necessary approval (as hereinafter provided) of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action has been obtained from the Committee. Approval by the Committee shall in no way effect the Owner's obligation to comply with all governmental laws and City of Cedar Hill regulations.

b. Each application made to the Committee or to the Developer under Section 4.02. below shall be accompanied by three (3) sets of plans and specifications for all proposed construction (initial or alteration) to be done on such Tract, including plot plans showing location on the Tract. Upon receipt, the Committee shall forward one set of the plans and specifications to the Developer.

Section 4.02 Architectural Control Committee.

a. The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided, however, the authority of the Developer shall cease and terminate upon the formation of Section 7 Phase II Property Owners Architectural Control Committee (the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as

provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee", as used in this Declaration, shall mean or refer to the Developer until the Architectural Control Committee is formed as provided below.

b. Developer shall select and appoint three property owners in Section 7 Phase II to serve as the Architectural Control Committee. These three shall also serve as the initial Board of Directors for Section 7 Phase II Property Owners Association. These three owners shall serve in both positions until a new Architectural Control Committee and a new SubAssociation Board of Directors are elected at the next succeeding annual meeting following the control transfer date. Only the initial Board of Directors must be the same people who serve as the Architectural Control Committee.

c. At such time as seventy-five percent (75%) of all of the Tracts in the Subdivision are conveyed by Developer (from time to time hereafter referred to as the "Control Transfer Date") the Developer shall cause an instrument transferring control to the SubAssociation to be placed of record in the Real Property Records of Dallas County, Texas (which instrument shall include the Control Transfer Date). Thereupon, the SubAssociation shall elect a committee of three (3) members to be known as Section 7 Phase II Architectural Control Committee. From and after the Control Transfer Date, each member of the Committee must be an Owner of property in Section 7 Phase II. Additionally, the Developer shall have the right to discontinue the exercise of architectural control privileges and arrange for the transfer to the SubAssociation at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Real Property Records of Dallas County, Texas.

Section 4.03 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submissions, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 4.04 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reasons of the good faith exercise thereof.

Section 4.05 Variance. The Developer and the Committee, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer and the Committee when circumstances such as topography, natural obstructions, Tract configuration, Tract size, hardship, aesthetic or environmental considerations may require a variance. The Developer and the Committee reserve the right to grant variances as to building set-back lines, minimum square footage of the residence and other items. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with

respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance by the Developer or the Committee, effect in any way the Owner's obligation to comply with all governmental laws and City of Cedar Hill regulations affecting the property concerned and the Plat.

**ARTICLE V
LAKE RIDGE AT JOE POOL LAKE
PROPERTY OWNERS ASSOCIATION**

Section 5.01 Membership. Every person or entity who is a record Owner of any Tract within the Subdivision, which is subject to the Maintenance charge (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. Owners shall have one membership for each Tract owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Tracts. Regardless of the number of persons who may own a Tract (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Tract. Additionally, the Directors of the Association must be Members of the Association (as more particularly described in the By-laws). Ownership of the Tracts shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association. However, the restrictive covenants will not be construed as to assess the Veterans Land Board or the State of Texas. Any assessments are the personal obligation of the Veteran purchaser, his successors, heirs and assigns. Any lien imposed by the restrictive covenants does not affect the Veterans Land Board's interest in the property.

Section 5.02 Non-Profit Corporation. Lake Ridge at Joe Pool Lake Property Owners Association, Inc., the "Association," a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 5.03 Bylaws. The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Lake Ridge at Joe Pool Lake property and the use and enjoyment of the Tracts and Common Areas, provided that the same are not in conflict with the terms and provisions hereof.

Section 5.04 Owner's Right of Enjoyment. Every Owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every assessed Tract, subject to the following provisions:

- a. The right of the Association, with respect to the Common Areas, to limit the number of guests of Owners;
- b. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Areas;
- c. The right of the Association, in accordance with its Articles and Bylaws (and until seventy-five percent (75%) of all Tracts in the Lake Ridge at Joe Pool Lake property are sold, subject to the prior written approval of the Developer), to (i) borrow money for the purpose of improving and maintaining the Common Areas and facilities (including borrowing from the Developer or any entity affiliated with the Developer) and (ii) mortgage said property, however, the rights of such mortgagee of said property shall be subordinate to the rights of the Owners hereunder;

d. The right of the Association to suspend the Member's voting rights and the Member's and "Related Users" (as hereinafter defined) right to use any recreational facilities within the Common Areas during any period in which the Maintenance Charge or any assessment against his Tract remains unpaid;

e. The right of the Association to suspend the Member's voting rights and the Member's and Related Users' right to use any recreational facilities within the Common Area, after notice and hearing by the Board of Directors, for the infraction or violation by such Member or Related Users of this Declaration or the "Rules and Regulations", as hereinafter defined, which suspension shall continue for the duration of such infraction or violation, plus a period not to exceed sixty (60) days following the cessation or curing of such infraction or violation.

ARTICLE VI LAKE RIDGE AT JOE POOL LAKE PROPERTY OWNERS ASSOCIATION MAINTENANCE FUND

Section 6.01 Maintenance Fund Obligation. Each Owner of a Tract within the Subdivision, by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association a annual maintenance charge (the "Maintenance Charge"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Tracts and shall be a continuing lien upon the property against which each such Maintenance Charge and other charges and assessments are made.

Section 6.02 Basis of the Maintenance Charge.

a. The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Tract to the Association. The Maintenance Charge for the year of purchase shall be pro-rated at closing and then shall be paid annually, in advance, on or before the first (1st) day of the first (1st) month of each calendar year. Provided, however, that if an Owner owns more than one Tract in Lake Ridge at Joe Pool Lake, such Owner shall pay only twice the assessment of one (1) Tract no matter how many Tracts are owned. In the event an Owner obtains consent for a Composite Building site pursuant to Section 3.02 hereof, such Composite Building Site shall, for this purpose, be considered one Tract beginning upon the completion of the improvements thereon.

b. Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of Eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Tract. No Owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any Common Areas or recreational facilities available for use by Owners of the Subdivision or by the abandonment of his Tract.

c. The exact amount of the Maintenance Charge applicable to each Tract will be determined by the Developer. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer or the Board of Directors of the Association, subject to contrary provisions hereof.

d. The Association, from and after the Control Transfer Date, shall have the further right at any time, with a majority vote of all Association members, to adjust or alter said Maintenance Charge from year to year as it deems proper to meet the reasonable operation expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

Section 6.03 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges and assessments hereby levied, each Owner of a Tract in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Tract which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of written instrument executed by the President or any Vice-President of the Association and filed for record in the Real Property Records of Dallas County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by General Warranty Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second (2nd), from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third (3rd), the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of non-payment by any Owner of any Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 6.03 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Dallas County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Section 6.04 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Tract of the delinquent Owner by recording a notice ("Notice of Lien") setting forth:

- a. The amount of the claim of delinquency,
- b. The interest thereon,
- c. The costs of collection which have accrued thereon,
- d. The legal description and Street address of the Tract against which the lien is claimed and
- e. The name of the Owner thereof.

Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

Section 6.05 Liens Subordinate to Mortgages. The lien described in this Article VI shall be deemed subordinate to a first (1st) lien or other liens of any bank, insurance company, savings and loan Association, university, pension and profit sharing trusts or plans, or any other third (3rd) party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Tract and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Tract who obtains title to such Tract pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Tract free and clear of any claims for unpaid Maintenance Charges or other charges of assessments against such Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Tract shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of the lien described in Section 6.01 hereof, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based; provided, however, that the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

Section 6.06 Purpose of the Maintenance Charge. The Maintenance Charge levied by the Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of Lake Ridge at Joe Pool Lake and other portions of the Annexable Area which hereafter may become subject to the jurisdiction of the Association. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described in Article X, including the maintenance of any Common Areas, any Drainage Easements and the establishment and maintenance of a reserve fund for maintenance of any Common Areas. The Maintenance Fund may be expended by the Developer or the Association for any purposes which, in the judgment of the Association, will tend to maintain the property values in Lake Ridge at Joe Pool Lake, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area as may from time to time be authorized by the Association. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 6.07 Exempt Property. The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein:

- a. All properties dedicated to and accepted by a local public authority;
- b. The Common Area of the Association or any SubAssociation and;

- c. All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; however, no land or improvements devoted to Dwelling use shall be exempt from said Maintenance Charge.

Section 6.08 Handling of Maintenance Charges. The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer and, upon transfer, the Association, shall maintain separate special accounts for these funds, and Owners shall be provided, at least annually, information on the Maintenance Fund.

**ARTICLE VII
SECTION 7 PHASE II PROPERTY
OWNERS ASSOCIATION**

Section 7.01 Membership. Every person or entity who is a record Owner of any Tract in the Subdivision which is subject to the maintenance charge (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, including contract sellers, shall be a "Member" of the SubAssociation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. Owners shall have one membership for each Tract owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Tracts. Regardless of the number of persons who may own a Tract (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Tract. Additionally, the Directors of the SubAssociation must be Members of the SubAssociation (as more particularly described in the By-laws). Ownership of the Tracts shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the SubAssociation. However, the restrictive covenants will not be construed as to assess the Veterans Land Board or the State of Texas. Any assessments are the personal obligation of the Veteran purchaser, his successors, heirs and assigns. Any lien imposed by the restrictive covenants does not affect the Veterans Land Board's interest in the property.

Section 7.02 Non-Profit Corporation. Section 7 Phase II Property Owners Association, Inc., (the "SubAssociation"), a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said SubAssociation; and all duties, obligations, benefits, liens and rights hereunder in favor of the SubAssociation shall vest in said corporation. The SubAssociation may not be dissolved without the written consent of the City of Cedar Hill.

Section 7.03 Bylaws. The SubAssociation has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Tracts and Common Areas, provided that the same are not in conflict with the terms and provisions hereof.

Section 7.04 Owner's Right of Enjoyment. Every Owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every assessed Tract, subject to the following provisions:

- a. The right of the SubAssociation, with respect to the Common Areas, to limit the number of guests of Owners;
- b. The right of the SubAssociation to charge reasonable admission and other fees for the use of any facility situated upon the Common Areas;
- c. The right of the SubAssociation, in accordance with its Articles and Bylaws (and until seventy-five percent (75%) of all Tracts in the Subdivision are sold, subject to the prior written approval of the Developer), to (i) borrow money for the purpose of improving and maintaining the Common Areas and facilities (including borrowing from the Developer or any entity affiliated with the

Developer) and (ii) mortgage said property, however, the rights of such mortgagee of said property shall be subordinate to the rights of the Owners hereunder;

d. The right of the SubAssociation to suspend the Member's voting rights and the Member's and "Related Users" (as hereinafter defined) right to use any recreational facilities within the Common Areas during any period in which the Maintenance Charge or any assessment against his Tract remains unpaid;

e. The right of the SubAssociation to suspend the Member's voting rights and the Member's and Related Users' right to use any recreational facilities within the Common Area, after notice and hearing by the Board of Directors, for the infraction or violation by such Member or Related Users of this Declaration or the "Rules and Regulations", as hereinafter defined, which suspension shall continue for the duration of such infraction or violation, plus a period not to exceed sixty (60) days following the cessation or curing of such infraction or violation.

ARTICLE VIII SECTION 7 PHASE II PROPERTY OWNERS ASSOCIATION MAINTENANCE FUND

Section 8.01 SubAssociation Maintenance Fund Obligation. Each Owner of a Tract within the Subdivision, by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the SubAssociation a annual maintenance charge (the "SubAssociation Maintenance Charge"), and any other assessments or charges hereby levied. The SubAssociation Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Tracts and shall be a continuing lien upon the property against which each such SubAssociation Maintenance Charge and other charges and assessments are made.

Section 8.02 Basis of the SubAssociation Maintenance Charge.

a. The SubAssociation Maintenance Charge referred to shall be used to create a fund to be known as the "SubAssociation Maintenance Fund", which shall be used as herein provided; and each such SubAssociation Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Tract to the SubAssociation. The SubAssociation Maintenance Charge for the year of purchase shall be pro-rated at closing and then shall be paid annually, in advance, on or before the first (1st) day of the first (1st) month of each calendar year. Provided, however, that if an Owner owns more than one Tract in the Subdivision, such Owner shall pay only twice the assessment of one (1) Tract no matter how many Tracts are owned. In the event an Owner obtains consent from the Committee for a Composite Building site pursuant to Section 3.02 hereof, such Composite Building Site shall, for this purpose, be considered one Tract beginning upon the completion of the improvements thereon.

b. Any SubAssociation Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of Eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The SubAssociation may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Tract. No Owner may waive or otherwise escape liability for the SubAssociation Maintenance Charge by non-use of any Common Areas or recreational facilities available for use by Owners of the Subdivision or by the abandonment of his Tract.

c. The exact amount of the SubAssociation Maintenance Charge applicable to each Tract will be determined by the Developer. All other matters relating to the SubAssociation Maintenance Charge and the collection, expenditures and administration of the SubAssociation Maintenance Fund shall be determined by

the Developer or the Board of Directors of the SubAssociation, subject to contrary provisions hereof.

d. The SubAssociation, from and after the Control Transfer Date, shall have the further right at any time, with a majority vote of all SubAssociation members, to adjust or alter said SubAssociation Maintenance Charge from year to year as it deems proper to meet the reasonable operation expenses and reserve requirements of the SubAssociation in order for the SubAssociation to carry out its duties hereunder.

Section 8.03 Creation of Lien and Personal Obligation. In order to secure the payment of the SubAssociation Maintenance Charge, and other charges and assessments hereby levied, each Owner of a Tract in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the SubAssociation a contractual lien on such Tract which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the SubAssociation a power of sale in connection therewith. The SubAssociation shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the SubAssociation by means of written instrument executed by the President or any Vice-President of the SubAssociation and filed for record in the Real Property Records of Dallas County, Texas. In the event that the SubAssociation has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the SubAssociation, or the SubAssociation's agent, shall give notice of foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the SubAssociation, Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by General Warranty Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the SubAssociation in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second (2nd), from such proceeds there shall be paid to the SubAssociation an amount equal to the amount in default; and third (3rd), the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of non-payment by any Owner of any SubAssociation Maintenance Charge or other charge or assessment levied hereunder, the SubAssociation may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 8.03 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice-President of the SubAssociation, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Dallas County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Section 8.04 Notice of Lien. In addition to the right of the SubAssociation to enforce the SubAssociation Maintenance Charge or other charge or assessment levied hereunder, the SubAssociation may file a claim or lien against the Tract of the delinquent Owner by recording a notice ("Notice of Lien") setting forth:

a. The amount of the claim of delinquency,

- b. The interest thereon,
- c. The costs of collection which have accrued thereon,
- d. The legal description and Street address of the Tract against which the lien is claimed and
- e. The name of the Owner thereof.

Such Notice of Lien shall be signed and acknowledged by an officer of the SubAssociation or other duly authorized agent of the SubAssociation. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the SubAssociation shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

Section 8.05 Liens Subordinate to Mortgages. The lien described in this Article VIII shall be deemed subordinate to a first (1st) lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or any other third (3rd) party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Tract and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Tract who obtains title to such Tract pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Tract free and clear of any claims for unpaid SubAssociation Maintenance Charges or other charges of assessments against such Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any SubAssociation Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Tract shall not affect the SubAssociation's lien for SubAssociation Maintenance Charges or other charges or assessments. The SubAssociation shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the SubAssociation's proposed foreclosure of the lien described in Section 8.01 hereof, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent SubAssociation Maintenance Charges or other charges or assessments upon which the proposed action is based; provided, however, that the SubAssociation's failure to give such notice shall not impair or invalidate any foreclosure conducted by the SubAssociation pursuant to the provisions of this Article VIII.

Section 8.06 Purpose of the SubAssociation Maintenance Charge. The SubAssociation Maintenance Charge levied by the Developer or the SubAssociation shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Subdivision and other portions of the Annexable Area which hereafter may become subject to the jurisdiction of the SubAssociation. In particular, the SubAssociation Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the SubAssociation's duties described in Article X, including the maintenance of any Common Areas, any Drainage Easements and the establishment and maintenance of a reserve fund for maintenance of any Common Areas. The private streets and drainage appurtenances within the Subdivision shall be maintained by the SubAssociation with the SubAssociation Maintenance Fund. The SubAssociation Maintenance Fund may be expended by the Developer or the SubAssociation for any purposes which, in the judgment of the SubAssociation, will tend to maintain the property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the SubAssociation of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area as may from time to time be authorized by the SubAssociation. Except for the SubAssociation's use of the SubAssociation

Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the SubAssociation Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the SubAssociation as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 8.07 Exempt Property. The following property subject to this Declaration shall be exempt from the SubAssociation Maintenance Charge and all other charges and assessments created herein:

- a. All properties dedicated to and accepted by a local public authority;
- b. The Common Area of the Association and the SubAssociation and;
- c. All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; however, no land or improvements devoted to Dwelling use shall be exempt from said SubAssociation Maintenance Charge.

Section 8.08 Handling of SubAssociation Maintenance Charges. The collection and management of the SubAssociation Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the SubAssociation all funds on hand together with all books and records of receipt and disbursements. The Developer and, upon transfer, the SubAssociation, shall maintain separate special accounts for these funds, and Owners shall be provided, at least annually, information on the SubAssociation Maintenance Fund.

ARTICLE IX DEVELOPER'S RIGHTS AND RESERVATIONS

Section 9.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the SubAssociation and the Common Areas for each from the date hereof, until the earlier to occur of:

- a. The Control Transfer date, or
- b. Developer's written notice to the Association or the SubAssociation of Developer's termination of the rights described in Article IX hereof.

The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Tract by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

Section 9.02 Right to Construct Additional Improvements in Common Area. Developer shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association or the SubAssociation and Owners, so long as such construction does not directly result in the increase of such Maintenance Charge or SubAssociation Maintenance Charge. Developer shall, upon the Control Transfer Date, convey or transfer such improvements to the Association or the SubAssociation and the Association or SubAssociation shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

Section 9.03 Developer's Rights to Use Common Areas in Promotion and Marketing of the Property. Developer shall have and hereby reserves the right to reasonable use of

the Common Area and of services offered by the Association or SubAssociation in connection with the promotion and marketing of land within the boundaries of Lake Ridge at Joe Pool Lake and the Subdivision. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of the Common Area such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within Lake Ridge at Joe Pool Lake and the Subdivision; may use vehicles and equipment within the Common Area for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Subdivision, who are not Owners or Members of the SubAssociation, to use the Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the Association or SubAssociation in connection with the development, promotion and marketing of property.

Section 9.04 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any other Owner or the Association or SubAssociation, to grant or create temporary or permanent easements, for access, utilities, pipeline easement, cable television systems, communication and security systems, drainage, water and other purposes incidental to development, sale, operation and maintenance of Lake Ridge at Joe Pool Lake and the Subdivision, located in, on, under, over and across;

- a. The Tracts or other property owned by Developer,
- b. The Common Area, and
- c. Existing utility easements

Developer also reserves the right, without the consent of any other Owner or the Association or SubAssociation, to grant or create temporary or permanent easements for access over and across the streets and roads within Lake Ridge at Joe Pool Lake and the Subdivision.

Section 9.05 Developer's Rights to Convey Additional Common Area to the Association or SubAssociation. Developer shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon, if any, to the Association or SubAssociation as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association or the SubAssociation.

Section 9.06 Annexation of Annexable Area. Additional residential property and common areas outside of Lake Ridge at Joe Pool Lake or the Subdivision including, without limitation, the Annexable Area, may, at any time and from time to time, be annexed by the Developer into the real property which becomes subject to the jurisdiction and benefit of the Association and/or SubAssociation, without the consent of the Owners or any other party; provided, however, such additional residential property may be made subject to the jurisdiction of the Association and/or SubAssociation, shall be entitled to the use and benefit of all Common Areas that are or may become subject to the jurisdiction of the Association and/or SubAssociation, provided that such annexed property is impressed with and subject to at least the Maintenance Charge and/or SubAssociation Maintenance Charge imposed hereby.

**ARTICLE X
DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION
AND SUBASSOCIATION**

Section 10.01 General Duties and Powers of the Association and SubAssociation. The Association and SubAssociation have been formed to further the common interest of their Members. The Association and SubAssociation, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of their members, to maintain, improve and

enhance the Common Areas and to improve and enhance the attractiveness, desirability and safety of Lake Ridge at Joe Pool Lake and the Subdivision. Specifically, the Association and the SubAssociation shall maintain all Common Areas and appurtenances thereto and any private streets as shown on an approved plat. The Association and SubAssociation shall have the authority to act as the agent to enter into any and all contracts on behalf of their Members in order to carry out the duties, powers and obligations of the Association and SubAssociation as set forth in this Declaration. The obligation to maintain private streets and levy assessments may not be amended without the written consent of the City of Cedar Hill.

Section 10.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association and/or SubAssociation shall accept title to any property, including any improvements thereon and personal property transferred to the Association and/or SubAssociation by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such property and Functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association and/or SubAssociation by Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association and/or SubAssociation by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association and/or SubAssociation free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of any declaration of covenants, conditions and restrictions annexing such property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitude or other encumbrances which do not materially affect the Owners authorized to use such property. Except as otherwise specifically approved by resolution of the Board of Directors, no property or interest in property transferred to the Association and/or the SubAssociation by the Developer shall impose upon the Association or SubAssociation any obligation to make monetary payments to Developer or any affiliate of Developer including, but not limited to, any purchase price, rent, charge or fee. The property or interest in property transferred to the Association or SubAssociation by Developer shall not impose any unreasonable or special burdens of ownership of property, including the management maintenance, replacement and operation thereof.

Section 10.03 Duty to Manage and Care for the Common Area. The Association and/or SubAssociation shall manage, operate, care for, maintain and repair all Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The duty to operate, manage and maintain the Common Areas shall include, but not be limited to the following: establishment, operation and maintenance of a security system, if any, for Lake Ridge at Joe Pool Lake and the Subdivision; management, maintenance, repair and upkeep of the entrances to Lake Ridge at Joe Pool Lake and the Subdivision and other Common Areas.

Section 10.04 Other Insurance Bonds. The Association and SubAssociation shall obtain such insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association or SubAssociation shall deem necessary or desirable.

Section 10.05 Duty to Prepare Budgets. The Association and SubAssociation shall prepare budgets for their operation, which budgets shall include a reserve fund for the maintenance of all Common Areas.

Section 10.06 Duty to Levy and Collect the Maintenance Charge. The Association and SubAssociation shall levy, collect and enforce the Maintenance Charge, SubAssociation Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 10.07 Duty to Provide Annual Review. The Association and SubAssociation shall provide for an annual unaudited independent review of their accounts. Copies of

the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same.

Section 10.08 Duties with Respect to Architectural Approvals. The SubAssociation shall perform functions to assist the Committee as elsewhere provided in Article IV of this Declaration.

Section 10.09 Power to Acquire Property and Construct Improvements. The Association and SubAssociation may acquire property or an interest in property (including leases) for the common benefit of Owners including improvements and personal property. The Association and SubAssociation may construct improvements on the Common Areas and may demolish existing improvements.

Section 10.10 Power to Adopt Rules and Regulations. The Association and SubAssociation may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association or the SubAssociation, the use and enjoyment of the Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association or SubAssociation.

Section 10.11 Power to Enforce Restrictions and Rules and Regulations. The Association and SubAssociation (and any Owner with respect only to the remedies described in (b) or (c), below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member. Without limiting the generality of the foregoing, the Association and SubAssociation shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by any one or more of the following means:

a. By entry upon any property within Lake Ridge at Joe Pool Lake and the Subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice, written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person, without liability by the Association or the SubAssociation to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations;

b. By commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations;

c. By exclusion, after notice and hearing, of any Member from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member, unless the breach is a continuing breach in which case exclusion shall continue for so long as such breach continues;

d. By suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues;

e. By levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member which assessment reimbursed the Association or SubAssociation for the costs incurred by the Association or SubAssociation in connection with such breach;

f. By levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and

Regulations of the Association or SubAssociation, from any Member for breach of this Declaration or such Rules and Regulations by such Member; and

g. By taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Association or SubAssociation with respect to exercising such remedy.

Before the Board of the Association or SubAssociation may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the SubAssociation, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

Notwithstanding the foregoing, the Association shall have no authority to enforce any provision contained in Articles III or IV of this Declaration.

Section 10.12 Power to Grant Easements. In addition to any blanket easements described in this Declaration, the Association and SubAssociation shall have the power to grant access, utility, drainage, water facility and other such easements in, on, over or under the Common Area.

ARTICLE XI GENERAL PROVISIONS

Section 11.01 Term. The provisions hereof shall run with all property in Section 7 Phase II and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by Owners (including Developer) who are entitled to cast not less than two-thirds (2/3rds) of the votes of all the Owners has been recorded agreeing to amend or change, in whole or in part, this Declaration.

Section 11.02 Amendments.

- a. Articles I, II, V, VI, VII, VIII, IX and X of this Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Developer) entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first (1st) Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner. Those Members (Owners, including the Developer) entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Members of the Association may also vote to amend Articles I, II, V, VI, VII, VIII, IX or X of this Declaration, in person, or by proxy, at a meeting of the Members (Owners, including the Declarant) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum, for purposes of such meeting, shall consist of Members (in person or by proxy) not less than seventy percent (70%) of all of the votes of the Members entitled to be cast. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Dallas County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Members (Owners, including the Developer) executed the instrument

amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination.

- b. Articles III and IV of this Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners of Tracts in Section 7 Phase II (including the Developer) entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Owners within Section 7 Phase II. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners of the SubAssociation, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first (1st) Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner. Those Members (Owners, including the Developer) entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Members of the SubAssociation may also vote to amend Articles III or IV this Declaration, in person, or by proxy, at a meeting of the Members (Owners, including the Declarant) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum, for purposes of such meeting, shall consist of Members (in person or by proxy) not less than seventy percent (70%) of all of the votes of the Members entitled to be cast. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Dallas County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors of the SubAssociation, stating that the required number of Members (Owners, including the Developer) executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the SubAssociation for a period of not less than three (3) years after the date of filing of the amendment or termination.

Section 11.03 Amendments by the Developer. The Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee. Additionally, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential subdivisions at the time this Declaration was adopted. Likewise, the Developer shall have and reserves the right at any time and from time to time prior to the control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or SubAssociation or will adversely affect the property values within Lake Ridge at Joe Pool Lake or the Subdivision.

Section 11.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or un-enforceability or partial invalidity or partial un-enforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 11.05 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 11.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer, the Association and the SubAssociation, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 11.07 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 11.08 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand of this 24 day of March, 1999.

BLUEGREEN SOUTHWEST ONE, L.P.,
Formerly known as PROPERTIES OF THE SOUTHWEST, L.P.,
By BLUEGREEN SOUTHWEST LAND, INC., General Partner

BY: [Signature]
MARCUS SMITH-PRESIDENT

STATE OF TEXAS *
COUNTY OF DALLAS *

This instrument was acknowledged before me on the 24 day of March, 1999, by MARCUS SMITH, President of BLUEGREEN SOUTHWEST LAND, INC., a Delaware corporation, General Partner of BLUEGREEN SOUTHWEST ONE, INC., a Delaware Limited Partnership, on behalf of said corporation.

[Signature]
Notary Public, State of Texas

