



**FIRST AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
LAKE RIDGE AT JOE POOL LAKE
SECTION 19**

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

This First Amended Declaration, made on the date hereinafter set forth by BLUEGREEN SOUTHWEST ONE, 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 containing approximately 113.505 acres of land known as Section 19 a part and portion of LAKE RIDGE AT JOE POOL LAKE, a Subdivision situated in Dallas County, Texas. The Plat of Section 19 was recorded under County Clerk's Document No. 200600428697 in the Map Records in the office of the County Clerk, Dallas County, Texas on November 17, 2006, and as replatted by Plat recorded under Clerk's Document No. 20070012148, Official Map and Plat Records of Dallas County, Texas and after having been approved as provided by law; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of LAKE RIDGE AT JOE POOL LAKE, SECTION 19 are recorded under County Clerk's Document # 200600432909, Official Public Records of Dallas County, Texas; (hereinafter referred to as the "Restrictions"); and,

WHEREAS, Paragraph 9.02 of the Restrictions provide that the Restrictions may be amended or changed, in whole or in part, at any time by the written agreement or by signed ballots voting for such amendment, of not less than two-thirds (2/3rds) of all of the Owners (including the Developer) of the Subdivision; and,

WHEREAS, Developer owns more than two-thirds (2/3rds) of the Lots; and,

WHEREAS, Paragraph 9.03 states that 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; and,

NOW THEREFORE, premises considered, Developer, in accordance with Paragraph 9.02 and Section 9.03, does hereby amend the Restrictions of LAKE RIDGE AT JOE POOL LAKE, SECTION 19 as follows:

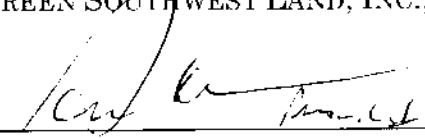
Article I, Section 1.18-B the definition of "Plat" is hereby deleted in its entirety and the following amended language shall be included to replace Section 1.18-B:

Section 1.18-B "Plat" shall collectively mean and refer to: (i) the Final Plat of Lake Ridge Section 19, an addition to the City of Grand Prairie, Texas, recorded under County Clerk's Document No. 200600428697, Map Records, Dallas County, Texas on November 17, 2006 and (ii) the Replat of Section 19, an addition to the City of Grand Prairie, Texas recorded under County Clerk's Document No. 2007004286912148, Map and Plat Records, Dallas County, Texas on January 9, 2007 and also shall included (iii) any and all amendments, replats, corrections and changes to the acreage contained in Section 19.

Except as amended herein, the Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand of this 10 day of January, 2007.

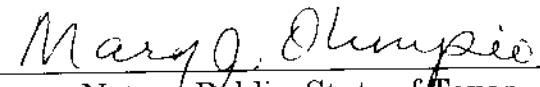
BLUEGREEN SOUTHWEST ONE, L. P.,
By its General Partner
BLUEGREEN SOUTHWEST LAND, INC.,

By: 
Daniel C. Koscher, President

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This foregoing First Amended Declaration of Covenants, Conditions and Restrictions to Lake Ridge at Joe Pool Lake, Section 19 was acknowledged before me on the 10 day of January, 2007, by Daniel C. Koscher, President of BLUEGREEN SOUTHWEST LAND, INC., a Delaware corporation, General Partner of BLUEGREEN SOUTHWEST ONE, L. P., a Delaware Limited Partnership, on behalf of said corporation.




Notary Public, State of Texas