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00235712 RP

Bk

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1338

Ps  
169

**FIRST AMENDMENT TO THE BY-LAWS**

**OF**

**SADDLE CREEK FOREST PROPERTY OWNERS ASSOCIATION**

WHEREAS, Declarant created the By-Laws for Saddle Creek Forest and filed the original By-Laws at Volume 1195, Page 145, Official Real Property Records of Grimes County, Texas and at Volume 995, Page 249, Official Real Property Records of Waller County, Texas (hereinafter the "By-Laws")

WHEREAS, until termination of the Class "B" membership, the Declarant may unilaterally amend the By-Laws of Saddle Creek Forest for any purpose.

WHEREAS, the Class "B" membership and Class "B" Control Period has not yet terminated, and therefore the Declarant desires to amend the Bylaws of Saddle Creek Forest as stated below.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the By-Laws, Declarant hereby desires to amend the By-Laws of Saddle Creek Forest Property Owners Association and the Saddle Creek Forest development situated partially in Waller County, Texas and partially in Grimes County, Texas. Members and directors of the Saddle Creek Forest Property Owners Association will be bound by and property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the By-Laws and this First Amendment to the By-Laws, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors' in title and assigns. The provisions of this First Amendment shall be binding upon in accordance with the terms of the By-Laws.

**ARTICLE 1 OF AMENDMENT:**

The By-Laws are hereby amended by deleting in full Article 3.5 of the By-Laws and replacing such language with the following amended language:

3.5 Election and Term of Office. Upon the termination of the Class "B" Control Period, three (3) directors, who shall be appointed by the Declarant, shall serve as the Directors until the First Annual Meeting of the Class "A" Membership or until their terms have expired, whichever shall later occur. Prior to the Class "B" Control Period being terminated, the Declarant shall be entitled to remove and replace such three (3) directors at its discretion.

At the first Association meeting occurring after Class "A" Members own seventy-five percent (75%) of the Lots permitted/proposed by the Master Plan for the entire Saddle Creek Forest, or when the Class "B" Control Period is terminated or whenever the Class "B" Member earlier determines, the Class "B" Member shall choose and appoint, in its sole discretion, three (3) Class "A" Members to serve on the Board of Directors for Saddle Creek Forest. The terms of the Directors shall be

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as follows: President - two (2) years; Vice President - two (2) years; Secretary/Treasurer - one (1) year. The President cannot serve as a President for more than three (3) successive terms, but such individual may assume other positions on the Board but not President.

At the first Association meeting occurring after termination of the Class "B" Control Period, the Board may be increased to five (5) members at the discretion of the Initial Board of Directors as appointed by the Class "B" Members, and if the Initial Board so desires to increase the number of Board Members then an election shall be held to elect two (2) additional directors by the Members. At any time thereafter, the Board has the discretion to increase the number of Board members to five (5) but no more. Two (2) of the initial appointed directors shall serve a term of two (2) years, and one (1) initial director shall serve a term of one (1) year, as stated above. After termination of the Class "B" Control Period, the Class "B" Member shall not be entitled to appoint, remove and replace directors. Upon termination of the Class "B" Control Period, the directors of the Class "B" Member shall resign and the Initial Board of Directors appointed by the Class "B" Members shall become the remaining directors and shall be entitled to run and maintain the Saddle Creek Forest Development.

Upon the expiration of the term of office of each initial director as appointed by the Declarant, the Class "A" Membership shall be entitled to elect a new director or the prior director may elect to run for office again. Voting for new Board of Directors positions shall be conducted as stated in these Bylaws. The directors appointed by the Class "B" Members, and in the future after an election is held by the Class "A" Membership, shall hold office until their respective successors have been elected.

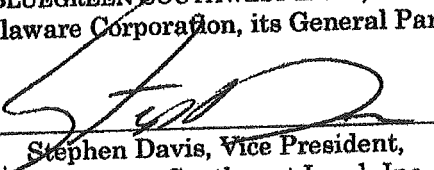
The definitions set forth in the By-Laws are hereby incorporated by reference, unless said terms are otherwise defined herein. All other provisions of the By-Laws not affected by this First Amendment shall remain in full force and effect and are not changed. To the extent that any paragraph, phrase or statement contained in the By-Laws is contrary to this First Amendment, the First Amendment shall prevail and control over any contradictory language.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to the By-Laws of Saddle Creek Forest on this the 15th day of April, 2010.

DECLARANT:

BLUEGREEN SOUTHWEST ONE, L.P.  
A Delaware Limited Partnership  
By: BLUEGREEN SOUTHWEST LAND, INC.  
A Delaware Corporation, its General Partner

By:

  
Stephen Davis, Vice President,  
Bluegreen Southwest Land, Inc.

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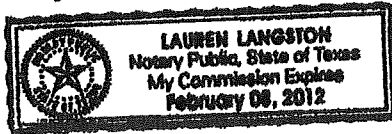
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STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 15<sup>th</sup> day of April, 2010, by Stephen Davis, Vice President of Bluegreen Southwest Land, Inc., a Delaware corporation, the general partner of Bluegreen Southwest One, L.P., a Delaware limited partnership, on behalf of said limited partnership.



Lauren Langston  
Notary Public, State of Texas

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of Saddle Creek Forest Property Owners Association, a Texas nonprofit corporation;

That the foregoing constitutes the First Amendment to the By-Laws of the Association, as duly adopted at a meeting of the Board of Directors thereof held on the 15 day of APRIL, 2010.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association (if applicable) this 15 day of APRIL, 2010.

[Signature] [SEAL]  
Secretary

David Paskett, County Clerk  
Grimes County

STATE OF TEXAS  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the named records of:  
Grimes County  
as stamped hereon by me.  
Apr 26, 2010

Filed for Record in:  
Grimes County  
On: Apr 26, 2010 at 02:38P  
As a RECORDING  
Document Number: 00235712  
Amount 19.00  
Receipt Number - 35160  
By: Tina S Schroeder

GUARANTY TITLE COMPANY  
OF GRIMES COUNTY  
P.O. BOX 1540  
211 E. WASHINGTON  
NAVASOTA, TX 77858

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FILED FOR RECORD

10 MAY -5 AM 11:45

CHERYL PETERS  
COUNTY CLERK  
WALLER COUNTY, TX  
*Stephanie [unclear]* DEPUTY

② 13.00  
5.00  
1.00  

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19.00 pd

**Guaranty Title Company**  
of Grimes County  
P. O. Box 1540  
Navasota, Texas 77868

THE STATE OF TEXAS  
COUNTY OF WALLER

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Waller County, Texas, in the Volume and Page as noted hereon by me.



*Cheryl Peters*  
County Clerk, Waller County, Texas