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**SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE LAKES AT HIGHLAND GLEN, SECTION NINE
ANNEXING THE LAKES AT HIGHLAND GLEN, SECTION ELEVEN**

After recording return to:

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SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LAKES AT HIGHLAND GLEN, SECTION NINE
ANNEXING THE LAKES AT HIGHLAND GLEN, SECTION ELEVEN

STATE OF TEXAS

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COUNTY OF BRAZORIA

This SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES AT HIGHLAND GLEN, SECTION NINE ANNEXING THE LAKES AT HIGHLAND GLEN, SECTION ELEVEN (the "Supplemental Amendment") is made by Beazer Homes Texas, L.P. a Delaware limited partnership, MHI Partnership, Ltd., a Texas limited partnership and Newmark Homes, L.P., a Texas limited partnership, hereinafter referred to, collectively, as Declarant.

WITNESSETH:

WHEREAS, Declarant filed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES AT HIGHLAND GLEN, SECTION NINE (the "Declaration"), which is recorded under Clerk's File Number 2005038439 in the Real Property Records of Brazoria County, Texas; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment; and

WHEREAS, pursuant to Article III of the Declaration, the Declarant reserves the exclusive and unilateral right to annex any property into the Lakes at Highland Glen, Section Nine.

NOW, THEREFORE, pursuant to the powers retained by Declarant as a Class B Member under the Declaration, the Declarant hereby annexes the real property as shown on the map or plat thereof recorded under Document Number 2005071149 of the Plat Records of Brazoria County, Texas, ("Section Eleven") into the Lakes at Highland Glen, Section Nine. The additional property shall hereinafter carry with it all the rights, privileges and obligations granted to the property described in the Declaration, including but not limited to the right to be annexed, and is hereby annexed into the body of Property subject to the Declaration without approval of the Class "A" Membership.

Notwithstanding anything contained in the Declaration to the contrary, Owners of Lots within Section Eleven are advised that all Dwellings within Section Eleven must contain a minimum of two thousand six hundred (2,600) square feet of living area which shall not include porches, garages or non-air conditioned areas.

All fences visible from Pearland Parkway shall have a masonry façade, as approved by the ARC.

Owners of Lots within Section Eleven are advised that certain land within the western portion of Section Eleven, within the platted area, and adjacent to the southerly perimeter of Section Eleven, outside the platted area, lies within the limits of the Pearland Parkway Overlay (Ordinance 509-

H/Chapter 30 Section 30.1) (the "Overlay"). Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Overlay and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental odor, noise and/or visibility of the Overlay, and/or traffic which may occur due to the existence of the Overlay. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of the Overlay.

Owners of Lots within Section Eleven are advised that Pearland Parkway runs in close vicinity of Section Eleven. The Declarant and/or the Association does not own and/or maintain Pearland Parkway. Owners acknowledge and understand that the Association, its Board of Directors, and/or the Declarant, their successors and assigns, are not insurers and that each owner and occupant of any Lot and each tenant, guest and invitee of any owner assumes all risks for loss or damage to persons, and further acknowledges that the Association, its Board of Directors, and/or the Owner, their successors and assigns, have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied as to the safety of Pearland Parkway.

Owners hereby agree to hold harmless the Declarant, the Association and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of Pearland Parkway and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence, normal operation, and/or maintenance of Pearland Parkway. Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of Pearland Parkway.

Owners of Lots within Section Eleven are advised that there exist Reserve "B" and Reserve "C", in Section Eleven (collectively, the "Reserves"), which Reserves are restricted in their use to detention, landscape, and/or drainage easement purposes, as shown on the recorded plat of Section Eleven. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Reserves and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental odor, noise and/or visibility of the Reserves, and/or traffic which may occur due to the existence of the Reserves. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to water level variances, and/or any future change in use of the Reserves.

Owners whose Lots abut any of the Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate said Reserves. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Declarant and the Association for all costs of clean up and remediation necessary to restore the Reserves to their condition immediately prior to said infiltration.

There is further reserved for the Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of Section Eleven located adjacent to any Reserves.

Owners of Lots within Section Eleven are advised that there exists Reserve "A" ("Reserve A") within Section Eleven, which reserve is restricted in its use to detention, landscape, park and/or drainage easement purposes, as shown on the recorded plat of Section Eleven. Owners of Lots within the Property hereby agree to hold harmless the Declarant and the Association, and their successors and assigns, and release them from any liability for the existence, placement and/or maintenance of Reserve A and/or placement, construction, design, operation, maintenance and replacement of any equipment in Reserve A, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic which may occur in the normal operation of Reserve A. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of Reserve A and a park area, if, as, and when such park area is built.

Owners whose lots are adjacent to or abut Reserve A shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Reserve A. Any owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore Reserve A to its condition immediately prior to said infiltration.

There is hereby reserved and granted to the Owner of that portion of Section Eleven hereinabove defined as Reserve A along with such Owner's servants, independent contractors, agents, members, guests and invitees (collectively, the "Reserve A Users"), a nonexclusive easement over and across the Property, or portions thereof as provided below, for the following purposes:

- (i) Flight of balls (which may include but not be limited to baseballs, softballs, footballs, tennis balls, soccer balls, volley balls) over, across, and upon Section Eleven;
- (ii) Doing of every act necessary and incident to the playing of recreational activities on or within Reserve A, including, lighting of parking facilities; and,
- (iii) Creation of noise related to the normal maintenance, operation and recreational activities of Reserve A, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.

Owners of portions of Section Eleven, their successors and assigns, hereby acknowledge and agree that the existence of Section Eleven within the Property is beneficial and highly desirable; however, each such Owner acknowledges and agrees that portions of Section Eleven located adjacent to, or in close proximity to, the Reserve A are subject to the risk of damage or injury due to errant sports balls. Owners of portions of Section Eleven, their successors and assigns, hereby assume the risk of damage and injury and hereby release the owner of Reserve A, the Association and/or the Declarant, their agents, employees, officers, successors and assigns, from any and all liability for damage or injury caused by errant sports balls in, on, or around Section Eleven.

Swimming, wading, boating, or otherwise entering in the lakes, ponds or other bodies of water, if any, on the Reserves or Reserve A shall be prohibited. The Association has the right to promulgate rules and regulations governing the use, if any, of the lakes, ponds, and other bodies of water within the