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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 THIRTEEN**

After recording return to:

Marc D. Markel
Roberts Markel P.C.
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

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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 THIRTEEN

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 THIRTEEN (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.

W I T N E S S E T H:

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 2007037561 of the Plat Records of Brazoria County, Texas ("Section 13"), into the Lakes at Highland Glen, Section Nine. Section 13 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.

All Dwellings within Section 13 must contain a minimum square feet of living area (which shall not include porches, garages or non-air conditioned areas) as determined by the ARC.

Owners of Lots within Section 13 are advised that there exists Restrictive Reserve "A" ("Reserve A"), which Reserve A is restricted in its use to detention/landscape/open space purposes, as shown on the recorded plat of Section 13. 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 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 odor, noise, lighting and/or visibility of Reserve A, and/or traffic which may occur due to the existence of Reserve A. 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, any use, and/or any future change in use of Reserve A.

Owners whose Lots 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 Declarant and 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 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 13 located adjacent to Reserve A. Pursuant to Note 1 on the plat for Section 13, Reserve A may also serve as a drainage easement.

Owners of Lots within Section 13 are advised that there exists Restrictive Reserve "B", Restrictive Reserve "C", Restrictive Reserve "D", and Restrictive Reserve "F" (collectively, the "Reserves"), which Reserves are restricted in their use to landscape/open space purposes, as shown on the recorded plat of Section 13. 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, operation, and maintenance of the Reserves and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to Declarant and the Association for any incidental noise, lighting, odors, visibility, 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 any use and/or any future change in use of the Reserves.

Owners whose Lots abut the Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Reserves. 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 the Reserves to their condition immediately prior to said infiltration.

Owners of Lots within Section 13 are advised that there exists Restrictive Reserve "E", ("Reserve E"), which is restricted in its use to open space/utility easement/drainage easement purposes, as shown on the recorded plat of Section 13. 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, operation, and maintenance of Reserve E and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to Declarant and the Association for any incidental noise, lighting, odors, visibility, and/or traffic which may occur due to the existence of Reserve E. 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 water level variances, use and/or any future change in use of Reserve E.

Owners whose Lots abut Reserve E shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Reserve E. 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 E to its 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 13 located adjacent to Reserve E.

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 13 located adjacent to the Reserves.

Owners of Lots within Section 13 are advised that adjacent to the northern perimeter of Section 13, outside the platted area, there exists a town ditch (the "Town Ditch") and a 175' wide easement, more particularly described in File Number 01056375 in the Brazoria County Official Records (the "Town Ditch Easement"). Potentially dangerous conditions may currently exist in Town Ditch, such as, by way of illustration and not limitation, the following: holes, roots, stumps, insects, reptiles, and/or animals. Owners acknowledge that it is possible for some or all of these conditions to extend into Section 13.

Each Owner and occupant of any Lot in Section 13, and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands 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 in Section 13 and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons. Each Owner on behalf of its tenant, guest and invitee of an Owner hereby agrees to indemnify and hold harmless the Association, its Board of Directors, and/or the Declarant, their successors and assigns, for all loss or damage to persons or property as a result of dangerous conditions, if any, in or emanating from Town Ditch. 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 Town Ditch and/or the Town Ditch Easement 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 Town Ditch or Town Ditch Easement, and/or traffic which may occur due to the existence the Town Ditch and/or the Town Ditch Easement. 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, the safety and/or any future change in use of the Town Ditch and/or the Town Ditch Easement.

Owners whose Lots abut Town Ditch shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate said Town Ditch Easement and/or Town Ditch. 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 the Town Ditch and Town Ditch Easement to their condition immediately prior to said infiltration.

Beazer Homes Texas, L.P. ("Beazer"), as the grantor of the Town Ditch Easement, retained the right to place a trail (the "Trail") within the Town Ditch Easement. Each Owner and occupant of any Lot in Section 13, and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that the Association, its Board of Directors, Beazer, and/or the Declarant, their successors and assigns, are not insurers and that each Owner and occupant of any Lot in Section 13 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, Beazer, and/or the Declarant, 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 the Trail, if as, and when such Trail is placed within the Town Ditch Easement. Each Owner and occupant of any Lot in Section 13 and each Owner agrees on behalf of each tenant, guest and invitee of an Owner hereby agrees to indemnify and hold harmless the Association, its Board of Directors, Beazer, and/or the Declarant, their successors and assigns, for all loss or damage to persons who enter upon the Trail, if, as and when such Trail is placed within the Town Ditch Easement.

Owners further acknowledge that there may be incidental noise, lighting, odors, and/or foot traffic which may occur due to the existence and/or normal operation of the Trail, if, as, and when such Trail is placed within the Town Ditch Easement and Owners expressly grant to the Association, an easement for incidental noise, lighting, odors, parking and/or foot traffic which may occur due to the existence and/or normal operation of the Trail.

All capitalized terms are as defined in the Declaration.

If any provision of this Supplemental Amendment is found to be in conflict with the Declaration, as amended, this Supplemental Amendment shall control.

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for The Lakes at Highland Glen, Section Nine, Annexing Lake at Highland Glen, Section Thirteen is executed as of the 5th day of November, 2007.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

BEAZER HOMES TEXAS, L.P., a Delaware limited partnership

By: Beazer Homes Texas Holdings, Inc., its general partner

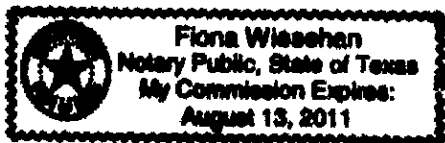
By: *Greg Coleman*
Print Name: Greg Coleman
Print Title: Authorized Agent
Houston Division

STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Greg Coleman the Authorized Agent of BEAZER HOMES TEXAS HOLDINGS, INC., the general partner of BEAZER HOMES TEXAS, L.P. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 27th day of September, 2007.

Fiona Wiseman
Notary Public – State of Texas



DECLARANT:

MHI PARTNERSHIP, LTD., a Texas limited partnership,

By: McGuyer Homebuilders, Inc., its
general partner

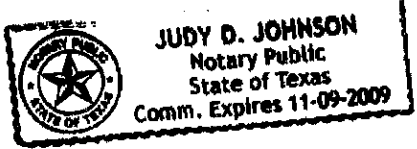
By: *Michael K. Love*
Print Name: Michael K. Love
Print Title: President

STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael K. Love the President of McGuyer Homebuilders, Inc., the general partner of MHI PARTNERSHIP, LTD. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 10 day of October, 2007.

Judy D. Johnson
Notary Public - State of Texas



DECLARANT:

NEWMARK HOMES, L.P., a Texas limited partnership

By: TOUSA Homes, Inc., a Florida corporation, its general partner

By: *Mike Moody*
Name: _____
Title: _____

**By: Mike Moody, Division President
Houston Division
for TOUSA Homes Inc**

STATE OF Texas §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared *Mike Moody* the *Div. Pres.* of TOUSA Homes, Inc., the general partner of Newmark Homes, L.P. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 5 day of November, 2007.



Lisa Lumpkin
Notary Public - State of Texas

CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: Midland Loan Services, Inc., a
Delaware corporation, as Attorney-in-
Fact for Citicorp North America, Inc.

By: [Signature]
Name: Linda Holland
Title: Vice President

STATE OF KANSAS)
)ss.:
COUNTY OF JOHNSON)

On this 21 day of November, 2007, before me, Katrina Supakit,
a Notary Public in and for Johnson County in the State of Kansas, personally appeared
Linda Holland, Vice President being duly
sworn of Midland Loan Services, Inc., personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity
as Vice President of Midland Loan Services, Inc., and that by
his/her/their signature on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal

Katrina Supakit
Notary Expires: 1/1

KATRINA SUPAKIT
NOTARY PUBLIC - State of Kansas
My Appt. Exp. 06/21/11

(This area for notarial seal)

Doc# **2008003347**
Pages **10**
01/22/2008 2:04PM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$52.00

Joyce Hudman