

**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 SIX**

After recording return to:

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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 SIX

STATE OF TEXAS           §  
  §  
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 SIX (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 2009022028 of the Plat Records of Brazoria County, Texas ("Section Six"), into the Lakes at Highland Glen, Section Nine. Section Six 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 Six 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.

Fencing on Lots shall be in a location and of a material and design as required by the Building and/or Architectural Guidelines and as approved by the ARC.

Owners of Lots within Section Six are advised that there exists Restrictive Reserve "A" ("Reserve A"), which Reserve A is restricted in its use to detention/landscape/open space, as shown on the recorded plat of Section Six. It should be noted that there may be potentially dangerous conditions that may exist in Reserve A such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, erosion and/or instability of natural topography, insects, reptiles, and/or animals. It is possible for some or all of these conditions to extend into the Subdivision and the Lots within Section Six. 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, safety, 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 Six located adjacent to Reserve A.

Owners of Lots within Section Six are advised that there exist Restricted Reserves "B" - "H" (collectively the "Landscape Reserves"), which reserves are restricted to landscape/open space purposes, as shown on the recorded plat of Section Six. 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 Landscape 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 Landscape Reserves, and/or traffic which may occur due to the existence of the Landscape 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 use and/or any future change in use of the Landscape Reserves.

Owners whose Lots abut the Landscape Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Landscape 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 Landscape 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 Six located adjacent to the Landscape Reserves.

Owners of Lots within Section Six are advised that there exists Restricted Reserve "I" ("Reserve I"), which reserve is restricted to landscape/open space/sanitary sewer purposes, as shown on the recorded plat of Section Six. 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 I, 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 Reserve I, and/or traffic which may occur due to the existence of Reserve I. 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 use and/or any future change in use of Reserve I.

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

Owners of Lots 1-19 (both inclusive), Block 4 (collectively the "Affected Lots"), in Section Six are hereby advised that along the rear Lot lines of the Affected Lots there exists a 14' wide easement, as shown on the recorded plat of Section Six and as more particularly described in the instrument recorded under Clerk's File Number 2006067535 in the Official Public Records of Real Property of Brazoria County, Texas. 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 said 14' wide 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 said 14' wide easement, and/or traffic which may occur due to the existence of said 14' wide 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 the use of said 14' wide easement.

Owners of Lots within Section Six are advised that adjacent to the northern perimeter of Section Six, outside the platted area, there exists a town ditch (the "Town Ditch") in the area more particularly described in an instrument recorded under Clerk's File Number 2008-000517 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 Six.

Each Owner and occupant of any Lot in Section Six, 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 Six 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, damage, and injury 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 all loss, damage, and injury 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 of 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.

A trail may exist within the Town Ditch Easement (the "Trail"). Each Owner and occupant of any Lot in Section Six, 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 Six 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 Six 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, damage, and injury 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.

Owners of Lots within Section Six are advised that certain land in the northwestern portion of Section Six, within 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 Six are advised that Pearland Parkway runs adjacent to or in close vicinity of a portion of Section Six. The Declarant and/or the Association do 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.

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 the Lakes at Highland Glen, Section Six, is executed as of the 20 day of August, 2009.

**DECLARANT:**

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

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

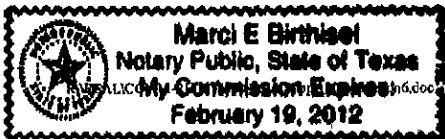
By: [Signature]  
Print Name: Greg Coleman  
Print Title: Authorized Agent

STATE OF TEXAS §  
  §  
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 seals of office, this 20 day of August, 2009.

[Signature]  
Notary Public - State of Texas



EXECUTED this the 6<sup>th</sup> day of August, 2009

**DECLARANT:**

MHI PARTNERSHIP, LTD., a Texas limited partnership,

By: McGuyer Homebuilders, Inc., its  
general partner

By: *Michael K. Love*  
Print Name: \_\_\_\_\_  
Print Title: Michael K. Love, President  
McGuyer Homebuilders, Inc., Sole  
General Partner of MHI Partnership, LTD.

STATE OF TEXAS       §  
                                  §  
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 6 day of August, 2009.



**JUDY D. JOHNSON**  
Notary Public  
State of Texas  
Comm. Expires 11-09-2009

*Judy D. Johnson*  
Notary Public - State of Texas



EXECUTED this the 6<sup>th</sup> day of August, 2009

DECLARANT:

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

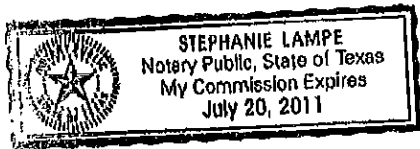
By: TOUSA Homes, Inc., a Florida corporation, its general partner

By: [Signature]  
Name: By: Jeff Dye, Division Vice President  
Title of TOUSA Homes, Inc.  
The general partner of Newmark Homes, L.P.

STATE OF Texas §  
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Dye the Vice President 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 6<sup>th</sup> day of August, 2009.



[Signature]  
Notary Public -- State of Texas

e-Recording  
Doc# 2009039768  
# Pages 10  
09/03/2009 14:39:12 PM  
Official Public Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees 48.00

*Joyce Hudman*