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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 TWELVE**

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 TWELVE

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 TWELVE (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.

Debtor in Possession
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 2008001563 of the Plat Records of Brazoria County, Texas ("Section 12"), into the Lakes at Highland Glen, Section Nine. Section 12 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 12 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 12 are advised that there exists Restrictive Reserve "A" ("Reserve A"), which Reserve A is restricted in its use to detention/landscape/trails purposes, as shown on the recorded plat of Section 12.

All or portions of Reserve A are designated as wetlands (the "Wetlands") which do not appear on the plat for Section 12. The Declarant has made no effort to protect Owners, or the licensees and invitees of Owners of Lots within Section 12 with regard to the existence of the Wetlands. It should be noted that there may be potentially dangerous conditions that may exist in the Wetlands 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 12. 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 the Wetlands 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 the Wetlands, and/or traffic which may occur due to the existence of Reserve A and/or the Wetlands. 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 and/or the Wetlands.

Owners whose Lots abut Reserve A and/or the Wetlands shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Reserve A and/or the Wetlands. 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 and/or the Wetlands 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 12 located adjacent to Reserve A.

Owners of Lots within Section 12 are advised that there exists Restricted Reserve "B" ("Reserve B"), which reserve is restricted to detention and/or landscape purposes, as shown on the recorded plat of Section 12. 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 B 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 D, and/or traffic which may occur due to the existence of Reserve B. 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, use and/or any future change in use of Reserve B.

Owners whose Lots abut Reserve B shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate said restricted reserve. 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 B 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 12 located adjacent to Reserve B.

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 12 (in particular Owners of Lots 4 and 5, Block 1) are advised that in between Lot 4, Block 1 and Lot 5, Block 1 there exists Restricted Reserve "C" ("Reserve C"), which reserve is restricted to park purposes, as shown on the recorded plat of Section 12. 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 C and/or placement, construction, design, operation, maintenance and replacement of any equipment in Reserve C 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 C, and/or traffic which may occur due to the existence of Reserve C. 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 change any future change in use of Reserve C. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of Reserve C and a park area, if, as, and when such park area is built.

Owners whose Lots abut Reserve C shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate said restricted reserve. 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 C 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 12 located adjacent to Reserve C.

There is hereby reserved and granted to the Owner of that portion of Section 12 hereinabove defined as Reserve C along with such Owner's servants, independent contractors, agents, members, guests and invitees (collectively, the "Reserve C 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 C, including, lighting of parking facilities; and,
- (iii) Creation of noise related to the normal maintenance, operation and recreational activities of Reserve C, 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 12, their successors and assigns, hereby acknowledge and agree that the existence of Reserve C within Section 12 is beneficial and highly desirable; however, each such Owner acknowledges and agrees that portions of Section 12 located adjacent to, or in close proximity to, the Reserve C are subject to the risk of damage or injury due to errant sports balls. Owners of portions of Section 11, their successors and assigns, hereby assume the risk of damage and injury and hereby release the owner of Reserve C, 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 11.

Owners of Lots within Section 12 are advised that there exists Restricted Reserve "D" ("Reserve D"), which reserve is restricted to landscape purposes, as shown on the recorded plat of Section 12. 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 D 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 D, and/or traffic which may occur due to the existence of Reserve D. 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 change any future change in use of Reserve D.

Owners whose Lots abut Reserve D shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate said restricted reserve. 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 D 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 12 located adjacent to Reserve D.

Owners of Lots within Section 12 (in particular Owners of Lots 6 and 7, Block 4, Lots 5 and 6, Block 3, and Lots 1-10 (both inclusive), Block 1) are advised that (i) between the northerly Lot line of Lot 6, Block 4 and the southerly Lot line of Lot 7, Block 4, there exists Restrictive Reserve "E" ("Reserve E"), (ii) between the southerly Lot line of Lot 5, Block 3 and the northerly Lot line of Lot 6, Block 3, there exists Restrictive Reserve "F" ("Reserve F"), and (iii) along the rear Lot lines of Lots 1-10 (both inclusive), Block 1, there exists Restrictive Reserve "G" ("Reserve G") (Reserve E, Reserve F and Reserve G are hereinafter, collectively referred to as the "Reserves"), which Reserves are restricted in their use to drainage purposes, as shown on the recorded plat of Section 12. Owners of Lots within Section 12 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 water level variances, 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.

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 12 located adjacent to the Reserves.

Owners of (i) Lots 1-10 (both inclusive), Block 1 in Section 12 are hereby advised that along the rear Lot lines of Lots 1-10 (both inclusive), Block 1 there exists a 14' wide easement and a 7.5' wide aerial easement, as shown on the recorded plat of Section 12 and as more particularly described in the instrument recorded under Clerk's File Number 2006067534 in the Official Public Records of Real Property of Brazoria County, Texas, and (ii) Lot 1, Block 2, and Lots 3-19 (both inclusive), Block 2 in Section 12 are hereby advised that along the rear Lot lines Lot 1, Block 2, and Lots 3-19 (both inclusive), Block 2 in Section 12 there exists a 16' wide easement and a 7' wide aerial easement, as shown on the recorded plat of Section 12 and as more particularly described in the instrument recorded under Clerk's File Number 2006067534 in the Official Public Records of Real Property of Brazoria County, Texas

Owners of Lots within Section 12 are advised that adjacent to Lot 1, Block 1 in Section 12, outside the platted area of Section 12, there exists Restricted Reserve "A" in the Lakes at Highland Glen, Section Eleven ("Section 11 Reserve A") which Section 11 Reserve A is restricted to detention, landscape, park and/or drainage easement purposes, as more particularly

described on the plat for The Lakes at Highland Glen, Section Eleven recorded under Clerk's File No. 2005071149, in the Plat Records 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 Section 11 Reserve A and/or placement, construction, design, operation, maintenance and replacement of any equipment in Section 11 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 and/or visibility of Section 11 Reserve A, and/or traffic which may occur due to the existence of Section 11 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 the Section 11 Reserve A.

Owners whose Lots abut the Section 11 Reserve A shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Section 11 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 Section 11 Reserve A to its condition immediately prior to said infiltration.

Owners of Lots within Section 12 are advised that adjacent to the south-westerly perimeter of Section 12, outside the platted area, there exists Restricted Reserve "B" in the Lakes at Highland Glen, Section Eleven ("Section 11 Reserve B") which Section 11 Reserve B is restricted to detention, landscape, and/or drainage easement purposes, as more particularly described on the plat for The Lakes at Highland Glen, Section Eleven recorded under Clerk's File No. 2005071149, in the Plat Records 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 Section 11 Reserve B 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 Section 11 Reserve B, and/or traffic which may occur due to the existence of Section 11 Reserve B. 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 the Section 11 Reserve B.

Owners whose Lots abut the Section 11 Reserve B shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Section 11 Reserve B. 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 Section 11 Reserve B to its condition immediately prior to said infiltration.

Owners of Lots within Section 12 are hereby advised that in close vicinity of Section 12, adjacent to and along the north-easterly perimeter of Section 12 there exists Clear Creek. Potentially dangerous conditions may currently exist in Clear Creek, 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 12.

Each Owner and occupant of any Lot in Section 12, 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 12 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 Clear Creek. 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 Clear Creek 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 Clear Creek, and/or traffic which may occur due to the existence of Clear Creek. 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 Clear Creek.

Owners shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Clear Creek. 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 Clear Creek to its condition immediately prior to said infiltration.

Owners of Lots within Section 12 are advised that adjacent to the northern perimeter of Section 12, 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 12.

Each Owner and occupant of any Lot in Section 12, 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 12 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 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 12, 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 12 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 12 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.

Owners of Lots within Section 12 are advised that adjacent to the western perimeter of Section 12, outside the platted area, there exists a 40' roadway dedicated by instrument recorded

in Volume 35, Page 241 and 242 of the Official Public Records of Brazoria County (the "Roadway") as shown on the recorded plat of Section 12. 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, operation, and maintenance of the Roadway 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 Roadway. 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 Roadway.

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 Twelve is executed as of the 28th day of March, 2008.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

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

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

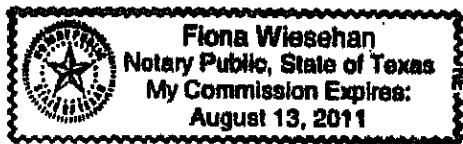
By: *Greg Coleman*
Print Name: Greg Coleman
Print Title: Authorized Agent
Houston Division

STATE OF TEXAS §
 §
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 28 day of March, 2008.

Fiona Wiesehan
Notary Public – State of Texas



DECLARANT:

MHI PARTNERSHIP, LTD., a Texas limited partnership,

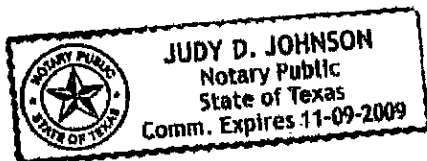
By: McGuyer Homebuilders, Inc., its
general partner

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

STATE OF TEXAS §
 §
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 12 day of March, 2008.



Judy D. Johnson
Notary Public, State of Texas

DECLARANT:

NEWMARK HOMES, L.P., a Texas limited partnership
Debtor in Possession

By: TOUSA Homes, Inc., a Florida corporation, its general
partner *Debtor in Possession*

By: *[Signature]*
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 Division 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 24th day of March, 2008.

[Signature]
Notary Public - State of Texas



Doc# 2008017506
Pages 13
04/07/2008 2:18PM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$64.00

[Signature]