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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 THREE**

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 THREE

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 THREE (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 reserved 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 2005070073 of the Plat Records of Brazoria County, Texas, ("Section Three") 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 Three are advised that all Dwellings within Section Three 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 Three are advised that adjacent to the eastern perimeter of Section Three, outside the platted area, there exists a town ditch (the "Town Ditch") and a 170' wide Brazoria County Drainage District No. 4 Drainage Easement, more particularly described in File Number 01-056375 in the Brazoria County Official Records (the "Town Ditch Easement") granted to the Brazoria Drainage District Number 4. 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 Three.

Each Owner and occupant of any Lot in Section Three, 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 Three 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 the 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 its 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 Three, 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 Three 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 Three 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 Three are advised that certain land within the southerly and southwesterly portion of Section Three, within the platted area, and adjacent to the southeastern perimeter of Section Three, 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 Three are advised that Pearland Parkway runs in close vicinity of Section Three. 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 Three are advised that there exist Reserve "A", Reserve "B", Reserve "C", and Reserve "D" in Section Three (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 Three. 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 Three located adjacent to any Reserves.

Swimming, wading, boating, or otherwise entering in the lakes, ponds or other bodies of water on the Reserves 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 Reserves. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or other bodies of water within the Reserves.

Each Owner and occupant of any Lot and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that the Association, its Board of Directors, Declarant or any successor declarant 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, 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 as to the safety of the Reserves. Each Owner and occupant of any Lot and each tenant, guest and invitee of an

Owner hereby agrees to indemnify and hold harmless the Association, its Board of Directors, Declarant or any successor declarant for all loss or damage to persons in or around any lake, pond or other body of water within the Reserves.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to the Declaration) may use and regulate the use of any lakes, ponds, or other bodies of water within the Reserves for the irrigation of the Common Areas, and for any other purpose deemed appropriate by the Board or Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights hereunder shall be superior to any rights of the Association.

Owners of Lots within Section Three are advised that Section Three lies within Zone "AE", "X", and Zone "X-Shaded" according to the Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Map Panel No. 48039C0035-1, dated 09-22-1999. 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 flooding and/or flood control and/or any future changes in the designation of flood control levels. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, rising water, heavy rainfall, or other natural disasters.

Each Owner of a Lot within Section Three hereby covenants and agrees to pay to the Association a one-time impact fee equal to Two Hundred and 00/100 Dollars (\$200.00) per Lot in Section Three (the "Impact Fee"). The Impact Fee shall be paid by an Owner to the Association at such time as a Lot is transferred by a Builder to such Owner. The payment of the Impact Fee which shall be secured by the continuing assessment lien set out in the Declaration and shall be collected in the same manner as assessments. The Impact Fee may be used by the Association for any purpose, which in the Association's sole discretion is for the benefit of Section Three, including, but not limited to, maintenance of the lakes, ponds, and other bodies of water in Section Three, maintenance of gates, if any, which gates, in the Association's discretion, benefit Section Three, and/or placement of such Impact Fee in a reserve account.

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 the Lakes at Highland Glen, Section Three, is executed as of the 5th day of June, 2006.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

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

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

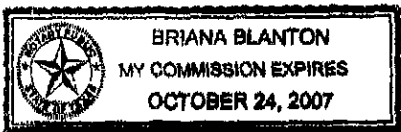
By: 
Print Name: Erik Olsen
Print Title: VP of Finance Houston Division

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Erik Olsen the VP of Finance 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 19th day of May, 2006.

Briana Blanton
Notary Public - State of Texas



DECLARANT:

MHI PARTNERSHIP, LTD., a Texas limited partnership,

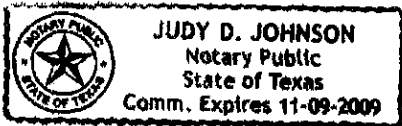
By: McGuyer Homebuilders, Inc., its
general partner

By: *Michael K. Love*
Print Name: Michael K. Love, President
Print Title: 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 *23* day of *May*, 2006.



Judy D. Johnson
Notary Public - State of Texas

LIENHOLDER CONSENT AND SUBORDINATION

RFC Construction Funding Corp., a Delaware Corporation, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of the Declaration and this Supplemental Amendment (hereinafter referred to collectively as the "Declaration") to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to the rights and interests created under said Declaration, and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish the rights, obligations and interests created under the Declaration. No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

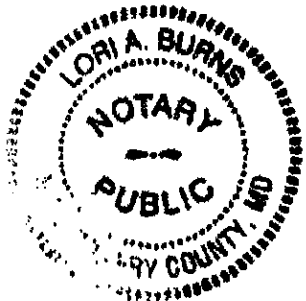
RFC CONSTRUCTION FUNDING CORP.

By: [Signature]
Name: Terence Shiffr
Title: Assistant Vice President

STATE OF Maryland §
COUNTY OF Montgomery §

BEFORE ME, the undersigned authority, on this day personally appeared Terence Peterson, the Asst. V. P. of RFC Construction Fund Corp. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in her/his representative capacity.

GIVEN UNDER MY HAND and seal of office, this 25th day of may, 2006.



Lori A Burns
Notary Public - State of Maryland

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Pages 10
06/30/2006 3:22PM
Official Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$52.00

Joyce Hudman