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

This SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES AT HIGHLAND GLEN, SECTION TWO ("Supplemental Amendment") is made by Beazer Homes Texas, L.P. a Delaware limited partnership, MHI Partnership, Ltd., a Texas limited partnership and Pacific United, 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 (the "Declaration"), which is recorded under Clerk's File No. 02 061272 in the Real Property Records of Brazoria County, Texas; 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; and

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 at Clerk's File Number 02 034706 of the Map Records of Brazoria County, Texas, ("Section Two") into the Lakes at Highland Glen. 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.

Owners of Lots within Section Two are advised that there is a Restricted Reserve "F" restricted to detention purposes indicated on the recorded plat for The Lakes at Highland Glen, Section Two. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the placement, construction, design, operation, maintenance and replacement of the Restricted Reserve F 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 and/or odors which may occur in the normal operation of the detention reserve.

Owners of Lots within Section Two are advised that along the western perimeter of Section Two, there is a Restricted Reserve "B" restricted to detention purposes indicated on the recorded plat for The Lakes at Highland Glen, Section One. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the placement, construction, design, operation, maintenance and replacement of said Restricted 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 noise and/or odors which may occur in the normal operation of the detention reserve.

Owners of Lots within Section Two are advised that there is a Restricted Reserve "G" restricted to recreation indicated on the recorded plat for The Lakes at Highland Glen, Section Two.

Roberts Marshall Shuman 2500 N. West Boulevard, Apt 1350 Houston, TX 77019

replacement of improvements, if any, upon the recreation site 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, traffic, and/or odors which may occur in the normal operation of the recreation site.

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 Two, is executed as of the 17th day of NOVEMBER, 2002.

DECLARANT:

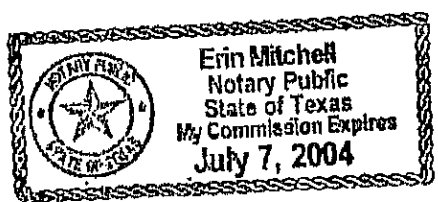
BEAZER HOMES TEXAS, L.P., a Delaware limited partnership, by Beazer Homes Texas Holdings, Inc., its general partner

[Signature]
Print Name: _____
Print Title: Dan R. Olson
Authorized Agent
Houston Division

STATE OF TEXAS §
 §
COUNTY OF HARRIS §


BEFORE ME, the undersigned authority, on this day personally appeared Dan Olson 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 17 day of September, 2002.



[Signature]
Notary Public - State of Texas

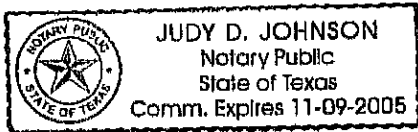
MHI PARTNERSHIP, LTD., a Texas limited partnership,
by McGuyer Homebuilders, Inc., its
general partner


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 November, 2002.




Notary Public - State of Texas

PACIFIC UNITED, L.P., a Texas limited partnership, by Pacific United Development Corporation, its general partner

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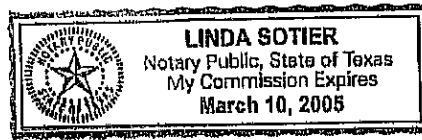
Print Name: By: Steve VonHofe
Print Title: Division President
Houston

STATE OF TEXAS §
Ft. Bend §
COUNTY OF ~~HARRIS~~ §

BEFORE ME, the undersigned authority, on this day personally appeared Steve Von Hofe the Division President of Pacific United Development Corporation the general partner of PACIFIC UNITED, 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 14th day of November, 2002.

Linda Sotier
Notary Public - State of Texas



LIENHOLDER CONSENT AND SUBORDINATION

Residential Funding Corporation, a Delaware Corporation, being the sole beneficiary and owner and holder of a mortgage lien and other liens, assignments and security interests encumbering a portion of the Property hereby consents to the terms and provisions of this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for the Lakes at Highland Glen Section Two (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 this Declaration. No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination. Lienholder disclaims any spreading of its liens.

RESIDENTIAL FUNDING CORPORATION

By: [Signature]
TERENCE E. SIFTER, Director

STATE OF MARYLAND §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared TERENCE E. STIFTER, the Director of Residential Funding Corporation 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 22nd day of November, 2002.



[Signature]
Notary Public - State of Maryland

After recording return to:

Marc D. Markel
Roberts Markel Guerry, L.L.P.
2500 City West Blvd., Suite 1350
Houston, Texas 77042

BELONA TERESITA KIDD
--NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 1, 2005

FILED FOR RECORD

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Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman

County Clerk of Brazoria Co., TX