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

After recording return to:

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

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

This SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES AT HIGHLAND GLEN, SECTION FOUR ("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;

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 (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 03 032035 of the Map Records of Brazoria County, Texas, ("Section Four") 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 Four are advised that there exist natural fault lines within Section Four which are not designated on the recorded plat. Said fault lines are located within Reserves A, B, and C which are shown on the recorded plat for Section Four. 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 stability of the soil within the Lakes at Highland Glen, Section Four in or around said fault lines. 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 said fault lines.

Owners of Lots within Section Four are advised that there is Reserve "A" for detention/recreation purposes indicated on the recorded plat for The Lakes at Highland Glen, Section Four. 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 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 noise and/or odors which may occur in the normal operation of the detention/recreation reserve.

any incidental noise and/or odors which may occur in the normal operation of the detention/recreation reserve.

Owners of Lots within Section Four are advised that at the southwestern corner of Section Four, there is Reserve "B" for detention/recreation purposes indicated on the recorded plat for The Lakes at Highland Glen, Section Four. 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 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/recreation reserve.

Owners of Lots within Section Four are advised that there is Reserve "C" for detention purposes indicated on the recorded plat for The Lakes at Highland Glen, Section Four. 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 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 noise and/or odors which may occur in the normal operation of the detention reserve.

Owners whose Lots abut, or whose Lots abut a common area that abuts Reserves A, B, and/or C, 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 Association for all costs of clean up and remediation necessary to restore said Reserves to its condition immediately prior to said infiltration.

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 and present or future water level of any lake, pond or other body of water within the Lakes at Highland Glen, Section Four. 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.

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 Four, is executed as of the 14 day of March, 2003.

DECLARANT:

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

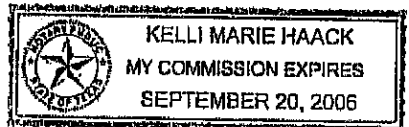
Dan Olson
Print Name: Dan Olson
Print Title: Vice President of
Land Development -
Houston Division

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

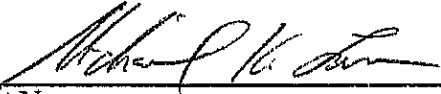
BEFORE ME, the undersigned authority, on this day personally appeared Dan Olson the Vice President of Land Development of BEAZER HOMES TEXAS HOLDINGS, INC. the general partner of BEAZER HOMES TEXAS, L.P. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged 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. Houston Division

Given under my hand and seal of office, this 14 day of March, 2003.

Kelli Marie Haack
Notary Public - State of Texas



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




Print Name: _____
Print Title: Michael K. Love, President
McGuyer Homebuilders, Inc., Sole
General Partner of MHI Partnership, Ltd.
Michael K. Love, President
McGuyer Homebuilders, Inc., Sole
General Partner of MHI Partnership, Ltd.

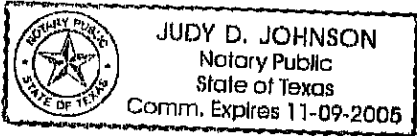
STATE OF TEXAS §
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COUNTY OF HARRIS §

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 12 day of March, 2003.



Notary Public - State of Texas



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

Steve VonHofe

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

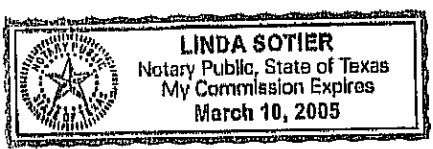
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Steve VonHofe 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 26th day of February, 2003.

Linda Sotier

Notary Public - State of Texas



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FILED FOR RECORD
2003 JUN 20 P 3:33

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