

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

After recording return to:

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

STATE OF TEXAS

COUNTY OF BRAZORIA

Sponsor

This SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES AT HIGHLAND GLEN, SECTION SEVEN (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 (collectively, hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for The Lakes at Highland Glen, which is recorded under Clerk's File Number 02061272 in the Real Property Records of Brazoria County, Texas (the "Original Declaration"); and

WHEREAS, Declarant filed that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Lakes at Highland Glen which is recorded under Clerk's File Number 03017286 in the Real Property Records of Brazoria County, Texas (the "First Amendment"); and

WHEREAS, the Original Declaration and the First Amendment are hereafter collectively referred to as the "Declaration"; 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 Original Declaration, the Declarant reserved the exclusive and unilateral right to annex any additional property.

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 2007020429 of the Plat Records of Brazoria County, Texas ("Section 7"), into the Lakes at Highland Glen. Section 7 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 7 are advised that there exists Restrictive Reserve "A" and Restrictive Reserve "B" (collectively, the "Reserves"), which Reserves are restricted in their use to landscape/open space purposes, as shown on the recorded plat of Section 7. 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, lighting 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 any use, 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 the 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 7 located adjacent to 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 within the Reserves.

Owners of Lot 15 and Lot 16, Block 1 are advised that between the southerly Lot line of Lot 15, Block 1 and the northerly Lot line of Lot 16, Block 1, there exists Restricted Reserve "C" ("Reserve C") which is restricted in its use for drainage easement purposes, as shown on the recorded plat of Section 7. Owners of Lots within the Property 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 Reserve C 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 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 water level variances, use and/or any future change in use of Reserve C.

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 Reserve C. 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 7 located adjacent to Reserve C.

Owners of Lots within Section 7 are advised that adjacent to the southeastern perimeter of Section 7, outside the platted area, there exists a town ditch (the "Town Ditch") and a 175' wide easement, more particularly described in File Number 01056375 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 7.

Each Owner and occupant of any Lot in Section 7, 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 7 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 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.

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 7, 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 7 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 7 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 7 are advised that adjacent to the north-easterly perimeter of Section 7, outside the platted area, there exists Restricted Reserve "B" in the Lakes at Highland Glen, Section 1 ("Section 1 Reserve B") which is restricted to detention purposes, as more particularly described on the plat for The Lakes at Highland Glen, Section One recorded under Clerk's File No. 02034723, 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 1 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 1 Reserve B, and/or traffic which may occur due to the existence of Section 1 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 1 Reserve B.

Owners whose Lots abut the Section 1 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 1 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 1 Reserve B to its condition immediately prior to said infiltration.

Owners of Lots within Section 7 are advised that adjacent to the northern boundary of Section 7, outside the platted area, there exists Restricted Reserve "F" in the Lakes at Highland Glen, Section Two ("Section 2 Reserve F") which is restricted to detention purposes, as more particularly described on the plat for the Lakes at Highland Glen, Section Two recorded under Clerk's File No. 02034706, 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 the Section 2 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 odor, noise and/or visibility of Section 2 Reserve F, and/or traffic which may occur due to the existence of Section 2 Reserve F. 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 water level variances, use, and/or any future change in use of the Section 2 Reserve F.

Owners whose Lots abut Section 2 Reserve F shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Section 2 Reserve F. 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 2 Reserve F to its condition immediately prior to said infiltration.

Owners of Lots within Section Seven are advised that adjacent to the northwesterly boundary of Section 7, outside the platted area, there exists Restricted Reserve "G" ("Section 2 Reserve G") which is restricted to recreation purposes as more particularly described on the plat for the Lakes at Highland Glen, Section Two, recorded under Clerk's File No. 02034706, 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 the Section 2 Reserve G or the recreation site, if any, within the Section 2 Reserve G 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 2 Reserve G and/or traffic which may occur due to the existence of Section 2, Reserve G or the recreation site, if any, within Section 2 Reserve G. 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 Section 2 Reserve G or the recreation site, if any, within Section 2 Reserve G.

Owners whose Lots abut Section 2 Reserve G shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign

matters to infiltrate Section 2 Reserve G. 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 2 Reserve G to its condition immediately prior to said infiltration.

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 Seven is executed as of the 27 day of September 2007.

[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: _____
Print Title: _____

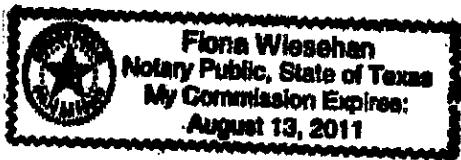
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Greg Coleman
Authorized Agent
Housing Division

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 27th day of September, 2007.

Fiona Wieseher
Notary Public – State of Texas



DECLARANT:

MHI PARTNERSHIP, LTD., a Texas limited partnership,

By: McGuyer Homebuilders, Inc., its
general partner

By: *[Signature]*
Print Name: *Gary R. Teach*
Print Title: *Vice President*

STATE OF TEXAS

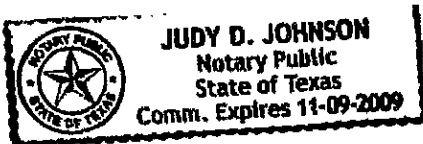
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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared *Garry R. Teach* the *Vice 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 *27* day of *September*, 2007.

[Signature]
Notary Public - State of Texas



DECLARANT:

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

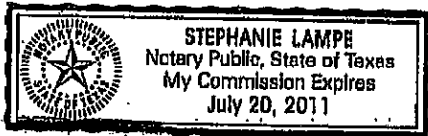
By: TOUSA Homes, Inc., a Florida corporation, its general partner

By: Scott M. Lane
Name: By: Scott M. Lane, 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 Scott Lane 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 27th day of September, 2007.



Stephanie Lampe
Notary Public - State of Texas

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BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$52.00

Joyce Hudman