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**SUPPLEMENTAL AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**  
**THE PARK AT ARBORDALE**  
**ANNEXING PARK AT ARBORDALE, SECTION 2**

(2)  
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After recording return to:

Stephanie Quade  
Roberts Markel Weinberg P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, Texas 77056

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**SUPPLEMENTAL AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PARK  
AT ARBORDALE, ANNEXING THE PARK AT ARBORDALE, SECTION 2**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

THIS SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PARK AT ARBORDALE, ANNEXING THE PARK AT ARBORDALE SECTION 2 (the "Supplemental Amendment") is made on the date hereinafter set forth by Hearthstone Multi-Asset Entity D, L.P., a California limited partnership (herein after referred to as "Hearthstone").

WITNESSETH:

WHEREAS, Beazer Homes Texas, L.P., a Delaware limited partnership, is the Declarant designated in the Declaration (as same is defined below); and

WHEREAS, Hearthstone is the owner of the real property being annexed hereby; and

WHEREAS, Declarant filed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PARK AT ARBORDALE, which is recorded under Clerk's File Number 20080292185 in the Official Public Records of Real Property of Harris County, Texas (the "Declaration"), as same has been and may be amended from time to time; 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 additional property into the Subdivision.

NOW THEREFORE, pursuant to the powers retained by Declarant as a Class "B" Member under the Declaration, Hearthstone and the Declarant hereby annex the real property as shown on the map or plat thereof recorded under Clerk's File Number 20120310475 in the Map Records of Harris County, Texas ("Section 2") into The Park at Arbordale. Section 2 shall hereinafter carry with it all the rights, privileges and obligations granted to the Property initially encumbered by the Declaration, including but not limited to the right to be annexed, and is hereby annexed into the body of the Property subject to the Declaration.

Section 2 shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration (the same being herein incorporated by reference for all purposes), and additionally this Supplemental Amendment.

Owners of Lots within Section 2 are advised that there exist Restricted Reserves "A", "B" and "C" (collectively, the "Reserves"), which Reserves are restricted to landscape/open space purposes, as shown on the recorded plat of Section 2. 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,

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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 any future change in use of the Reserves.

Owners whose Lots abut any portion 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 Association for all costs of clean up and remediation necessary to restore said Reserves to their condition immediately prior to said infiltration.

Owners of Lots 10 – 13 (both inclusive), Block 1, and Lots 6 – 9 (both inclusive), Block 2, are restricted to (i) a ten (10) foot front building line when the face of any carport or garage is perpendicular to the street, and (ii) restricted to a twenty (20) foot carport or garage setback when the carport or garage face is parallel with the street; the remainder of the structure shall be restricted to a ten (10) foot building line (such restrictions are set forth in Inset Detail "A" on the Section 2 plat).

Owners of Lots within Section 2 are advised that adjacent to the southern and eastern perimeters of Section 2, outside the platted area, there exist certain conditions and uses on property not owned by the Declarant, such as restricted reserves in another development, the use of which is undetermined at this time. 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 these conditions and uses 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, odors, visibility of these conditions and uses, and/or traffic which may occur due to the existence of the conditions and uses. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, and/or the 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 such property which is the subject of this notice.

The Owners of Lot 15, Block 2 ("Lot 15") are advised that there is a fourteen foot (14') utility easement, and resultant side setback requirement, along the southern side Lot line of Lot 15 as shown on the recorded plat of Section 2. Owners of Lot 15 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 said utility 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 utility easement, and/or traffic which may occur due to the existence of the utility 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 the existence and use of said utility easement.

In case of conflict between this Supplemental Amendment and the Declaration, this Supplemental Amendment shall control. All other definitions and restrictions shall remain as stated in the Declaration. Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Supplemental Amendment shall in no way affect any of the other covenants, restrictions, conditions or provisions contained herein, which shall remain in full force and effect.

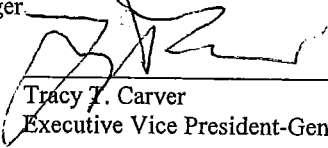
IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for The Park at Arbordale, Annexing The Park at Arbordale, Section 2 is executed as of the 30 day of July, 2012.

Hearthstone Multi-Asset Entity D, L.P.,  
a California limited partnership

(4)  
2OR

By: Gulf States GP, LLC,  
a California limited liability company  
General Partner

By: Hearthstone, Inc.,  
a California corporation  
dba in Texas as Hearthstone Advisors, Inc.  
Manager

By:   
Tracy T. Carver  
Executive Vice President-General Counsel

STATE OF CALIFORNIA §  
§  
COUNTY OF MARIN §

On July 30, 2012, before me, ANGIE WONG Notary Public, personally appeared TRACY T. CARVER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

  
Notary's Signature

(Seal)



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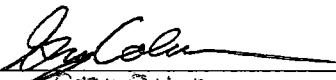
SIGNED, this the 31 day of July, 2012.

**DECLARANT:**

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

20R

By: Beazer Homes Texas Holdings, Inc., a Delaware corporation, its General Partner

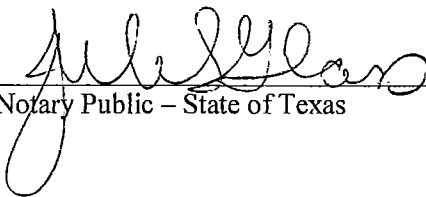
By:   
Print Name: Greg Coleman  
Print Title: Authorized Agent  
Houston Division

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., a Delaware corporation, the General Partner of Beazer Homes Texas, L.P. a Delaware limited partnership, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of July, 2012.



  
Notary Public – State of Texas

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ER 034 - 90 - 1710

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# Pages 6  
08/01/2012 09:18:31 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 32.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS