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As Filed with the Securities and Exchange Commission on August 3, 2005

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-4

REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

BEAZER HOMES USA, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**58-2086934**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification Number)

1000 Abernathy Road, Suite 1200
Atlanta, GA 30328
(770) 829-3700
(Address, Including Zip Code, and Telephone Number,
Including Area Code, of Registrant's Principal Executive Offices)

SEE TABLE OF ADDITIONAL REGISTRANTS

JAMES O'LEARY
Executive Vice President and
Chief Financial Officer
1000 Abernathy Road, Suite 1200
Atlanta, GA 30328
(770) 829-3700
(Name, Address, Including Zip Code, and Telephone Number,
Including Area Code, of Agent For Service)

Copies to:
ELIZABETH H. NOE, ESQ.
Paul, Hastings, Janofsky & Walker LLP
600 Peachtree Street, N.E., Suite 2400
Atlanta, GA 30308
(404) 815-2400

Approximate date of commencement of proposed sale to the public:
From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. o

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier registration statement for the same offering. o

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. o

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per Security(1)	Proposed maximum aggregate offering price	Amount of registration fee
6.875% Senior Notes due 2015	$350,000,000	100%	$350,000,000	$41,195.00
Guarantees(2)	—	—	—	—

(1) Determined pursuant to Rule 457(i) under the Securities Act solely for purposes of calculating the registration fee.

(2) The 6.875% Senior Notes due 2015 (the "notes") are guaranteed by the Additional Registrants on a senior basis. No separate consideration will be paid in respect of the guarantees. Pursuant to Rule 457(n) under the Securities Act, no filing fee is required.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date, as the Commission, acting pursuant to said Section 8(a), may determine.

BEAZER HOMES USA, INC.

TABLE OF ADDITIONAL REGISTRANTS

Name	State of Incorporation/ Formation	Primary Standard Industrial Classification Code Number	IRS Employer Identification No.
Beazer Homes Corp.	TN	1531	62-0880780
Beazer/Squires Realty, Inc.	NC	1531	56-1807308
Beazer Homes Sales, Inc.	DE	1531	86-0728694
Beazer Realty Corp.	GA	1531	58-1200012
Beazer Mortgage Corporation	DE	1531	58-2203537
Beazer Homes Holdings Corp.	DE	1531	58-2222637
Beazer Homes Texas Holdings, Inc.	DE	1531	58-2222643
Beazer Homes Texas, L.P.	DE	1531	76-0496353
April Corporation	CO	1531	84-1112772
Beazer SPE, LLC	GA	1531	not applied for(1)
Beazer Homes Investments, LLC.	DE	1531	04-3617414
Beazer Realty, Inc.	NJ	1531	22-3620212
Beazer Clarksburg, LLC	MD	1531	not applied for(1)
Homebuilders Title Services of Virginia, Inc.	VA	1531	54-1969702
Homebuilders Title Services, Inc.	DE	1531	58-2440984
Texas Lone Star Title, L.P.	TX	1531	58-2506293
Beazer Allied Companies Holdings, Inc.	DE	1531	54-2137836
Beazer Homes Indiana, LLP	IN	1531	35-1901790
Beazer Realty Services, LLC	DE	1531	35-1679596
Paragon Title, LLC	IN	1531	35-2111763
Trinity Homes LLC	IN	1531	35-2027321
Beazer Commercial Holdings, LLC	DE	1531	not applied for(1)
Beazer General Services, Inc.	DE	1531	20-1887139
Beazer Homes Indiana Holdings Corp.	DE	1531	03-3617414
Beazer Realty Los Angeles, Inc.	DE	1531	20-2495958
Beazer Realty Sacramento, Inc.	DE	1531	20-2495906
BH Building Products, LP	DE	1531	20-2498366
BH Procurement Services, LLC	DE	1531	20-2498277

The address, including zip code and telephone number, including area code, of the principal offices of the additional registrants listed above is: 1000 Abernathy Road, Suite 1200, Atlanta, GA 30328 and the telephone number at that address is (770) 829-3700.

(1) Does not have any employees.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to Completion, dated August 3, 2005

Prospectus

$350,000,000

Offer to Exchange

6.875% Senior Notes due 2015,

which have been registered under the Securities Act of 1933,

for any and all outstanding

6.875% Senior Notes due 2015,

which have not been registered under the Securities Act of 1933,

of

Beazer Homes USA, Inc.

- We will exchange all original notes that are validly tendered and not withdrawn before the end of the exchange offer for an equal principal amount of new notes that we have registered under the Securities Act of 1933.
- This exchange offer expires at 5:00 p.m., New York City time, on , 2005, unless extended.
- No public market exists for the original notes or the new notes. We do not intend to list the new notes on any securities exchange or to seek approval for quotation through any automated quotation system.

The new notes will be general unsecured obligations. The new notes will rank equally with all of our existing and future unsecured senior debt. All of our significant subsidiaries will guarantee the new notes on a senior basis. The new guarantees will be unsecured obligations of our subsidiaries ranking equally with all their existing and future unsecured senior debt. The new notes will be effectively subordinated to all of our and our subsidiary guarantors' secured debt to the extent of the value of the assets securing that debt.

See "Risk Factors" beginning on page 14 for a discussion of the risks that holders should consider prior to making a decision to exchange original notes for new notes.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2005.

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INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

We are "incorporating by reference" important business, financial and other information about us into this prospectus. This means that we are disclosing important information to you by referring you to another document filed separately with the Securities and Exchange Commission, or SEC, that is not delivered with this prospectus. The information incorporated by reference is considered to be part of this prospectus.

We will provide each person to whom a copy of this prospectus is delivered a copy of any or all of the information that has been incorporated by reference in this prospectus, but not delivered in this prospectus. We will provide this information by first class mail at no cost upon written or oral request addressed to Leslie Kratcoski, Director of Investor Relations, Beazer Homes USA, Inc., 1000 Abernathy Road, Suite 1200, Atlanta, GA 30328; telephone number (770) 829-3700.

To obtain timely delivery of any information requested from us, you must request this information no later than , 2005, which is five business days before this exchange offer expires.

PROSPECTUS SUMMARY

This summary highlights selected information from this prospectus. The following summary information is qualified in its entirety by the information contained elsewhere or incorporated by reference in this prospectus. This summary is not complete and may not contain all of the information that you should consider prior to making a decision to exchange original notes for new notes. You should read the entire prospectus carefully, including the "Risk Factors" section beginning on page 14 of this prospectus and the financial statements and notes to these statements contained or incorporated by reference in this prospectus. Unless the context requires otherwise, all references to "we," "us," "our" and "Beazer Homes" refer to Beazer Homes USA, Inc. and its subsidiaries.

The Company

We design, sell and build primarily single-family homes in the following regions and states:

Southeast	West	Central	Mid-Atlantic	Midwest
Florida	Arizona	Texas	Maryland/Delaware	Indiana
Georgia	California		New Jersey/New York	Kentucky
Mississippi	Colorado		Pennsylvania	Ohio
North Carolina	Nevada		Virginia/West Virginia	
South Carolina				
Tennessee				

We design our homes at various price points to appeal to homebuyers across various demographic segments. Our objective is to provide our customers at each price point with homes that incorporate exceptional value and quality while seeking to maximize our return on invested capital. To achieve this objective, we have developed a business strategy which focuses on the following elements:

Geographic Diversity and Growth Markets. We compete in a large number of geographically diverse markets in an attempt to reduce our exposure to any particular regional economy. Most of the markets in which we operate have experienced significant population growth in recent years. Within these markets, we build homes in a variety of projects. Our business strategy entails further increasing our market penetration across the geographically diverse markets in which we compete.

Leverage of National Brand. In October 2003, we launched a branding strategy that is designed to build a unified consumer brand across all markets in which we operate. Our new national branding strategy presents us as one company with one name, one logo, one message and one purpose. We believe that a national branding strategy will differentiate us from our competitors by promoting qualities that lead to good recommendations, referrals to family and friends, and repeat purchases by loyal customers. We feel that a strengthened, national brand identity will better position us to consistently address the needs of our customers across all of our markets.

Leverage Size, Scale and Capabilities to Achieve Optimal Efficiencies. We have implemented specific profitability initiatives which focus on leveraging our size, scale and capabilities in order to achieve enhanced gross profit and operating profit margins. These initiatives include:

- leveraging our size to create economies of scale in purchasing and construction;
- standardizing best practices and product designs;
- using branding and increased market penetration to maximize efficiency of land use; and
- leveraging our fixed cost infrastructure by increasing depth and breadth in markets where we have an established presence.

Quality Homes at Various Price-Points to Meet the Needs of Increasingly Diverse Homebuyers. We seek to maximize customer satisfaction by offering homes which incorporate quality materials, distinctive design features, convenient locations and competitive prices. During the nine months ended June 30, 2005 and fiscal year 2004, the average sales price of our homes closed was approximately $264,800 and $232,200, respectively. Our product strategy entails addressing the needs of an increasingly diverse profile of buyers as evidenced by demographic trends including, among others, increased immigration, changing profiles of households, the aging of the baby-boomers, and the rise of the echo-boomers (children of the baby-boomers) into the ranks of homeownership. Our product offering is broken down into the following product categories:

Economy. These homes are targeted primarily at entry-level buyers, are generally 1,500 square feet or less in size, and are intended to meet the needs of those buyers for whom price is the most important factor in the buying decision.

Value. These homes are targeted at entry-level and move-up buyers, generally range from 1,500 to 2,500 square feet in size, and are intended to appeal to buyers who are more interested in style and features, but are still somewhat price-focused.

Style. These homes are targeted at more affluent move-up buyers, are generally greater than 2,500 square feet in size, and are intended to appeal to buyers in the more luxurious segment of the market, who place greater emphasis on style and features.

In addition, we also offer homes to the "active-adult" segment which is targeted to buyers over 55 years of age, in communities with special amenities. We offer these homes within the Economy, Value and Style categories described above. Within each product category, we seek to provide exceptional value and to ensure an enjoyable customer experience.

Additional Products and Services for Homebuyers. In order to maximize our profitability and provide our customers with the additional products and services that they desire, we have incorporated design centers and mortgage origination operations into our business. Recognizing that our customers want to choose certain components of their new home, we offer limited customization through the use of design studios in most of our markets. These design studios allow the customer to select certain non-structural customizations for their homes such as cabinetry, flooring, fixtures, appliances and wall coverings. Additionally, recognizing the homebuyer's desire to simplify the financing process, we originate mortgages on behalf of our customers through our subsidiary Beazer Mortgage Corporation, or Beazer Mortgage. Beazer Mortgage originates, processes and currently brokers mortgages to third party investors. Beazer Mortgage generally does not retain or service the mortgages that it brokers. We also provide title services to our customers in many of our markets.

Decentralized Operations with Experienced Management. We believe our in-depth knowledge of our local markets enables us to better serve our customers. Our local managers, who have significant experience in both the homebuilding industry and the markets they serve, are responsible for operating decisions regarding design, construction and marketing. We combine these decentralized operations with a centralized corporate-level management which controls decisions regarding overall strategy, land acquisitions and financial matters.

Conservative Land Policies. We seek to maximize our return on capital by judiciously managing our investment in land. To reduce the risks associated with investments in land, we use options to control land whenever possible. In addition, we generally do not speculate in land which is not subject to entitlements providing basic development rights to the owner.

Headquarters. Our principal executive offices are located at 1000 Abernathy Road, Suite 1200, Atlanta, Georgia 30328, and our telephone number is (770) 829-3700. We maintain an internet site at http://www.beazer.com which contains information concerning us and our subsidiaries. The information contained on our internet site and those of our subsidiaries is not incorporated by reference in this prospectus and should not be considered a part of this prospectus.

The Exchange Offer

The Exchange Offer	We are offering to exchange up to $350,000,000 aggregate principal amount of our new 6.875% Senior Notes due 2015 for up to $350,000,000 aggregate principal amount of our original 6.875% Senior Notes due 2015, which are currently outstanding. Original notes may only be exchanged in $1,000 principal increments. In order to be exchanged, an original note must be properly tendered and accepted. All original notes that are validly tendered and not validly withdrawn prior to the expiration of the exchange offer will be exchanged.
Resales Without Further Registration	We believe that the new notes issued pursuant to the exchange offer may be offered for resale, resold or otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act provided that: • you are acquiring the new notes issued in the exchange offer in the ordinary course of your business; • you have not engaged in, do not intend to engage in, and have no arrangement or understanding with any person to participate in, the distribution of the new notes issued to you in the exchange offer in violation of the provisions of the Securities Act; and • you are not our "affiliate," as defined under Rule 405 of the Securities Act. Each broker-dealer that receives new notes for its own account in exchange for original notes, where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. The letter of transmittal states that, by so acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of new notes received in exchange for original notes where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed to use our reasonable best efforts to make this prospectus, as amended or supplemented, available to any broker-dealer for a period of 180 days after the date of this prospectus for use in connection with any such resale. See "Plan of Distribution."
Expiration Date	5:00 p.m., New York City time, on , 2005, unless we extend the exchange offer.

Accrued Interest on the New Notes and Original Notes	The new notes will bear interest from June 8, 2005 or the last interest payment date on which interest was paid on the original notes surrendered in exchange therefor. Holders of original notes that are accepted for exchange will be deemed to have waived the right to receive any payment in respect of interest on such original notes accrued to the date of issuance of the new notes.
Conditions to the Exchange Offer	The exchange offer is subject to certain customary conditions which we may waive. See "The Exchange Offer—Conditions."
Procedures for Tendering Original Notes	Each holder of original notes wishing to accept the exchange offer must complete, sign and date the letter of transmittal, or a facsimile of the letter of transmittal; or if the original notes are tendered in accordance with the book-entry procedures described in this prospectus, the tendering holder must transmit an agent's message to the exchange agent at the address listed in this prospectus. You must mail or otherwise deliver the required documentation together with the original notes to the exchange agent.
Special Procedures for Beneficial Holders	If you beneficially own original notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your original notes in the exchange offer, you should contact such registered holder promptly and instruct them to tender on your behalf. If you wish to tender on your own behalf, you must, before completing and executing the letter of transmittal for the exchange offer and delivering your original notes, either arrange to have your original notes registered in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time.
Guaranteed Delivery Procedures	You must comply with the applicable guaranteed delivery procedures for tendering if you wish to tender your original notes and: • your original notes are not immediately available; or • time will not permit your required documents to reach the exchange agent prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer; or • you cannot complete the procedures for delivery by book-entry transfer prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer.
Withdrawal Rights	You may withdraw your tender of original notes at any time prior to 5:00 p.m., New York City time, on the date the exchange offer expires.

Failure to Exchange Will Affect You Adversely	If you are eligible to participate in the exchange offer and you do not tender your original notes, you will not have further exchange or registration rights and your original notes will continue to be subject to restrictions on transfer under the Securities Act. Accordingly, the liquidity of the original notes will be adversely affected.
Material United States Federal Income Tax Consequences	The exchange of original notes for new notes pursuant to the exchange offer will not result in a taxable event. Accordingly, we believe that: • no gain or loss will be realized by a United States holder upon receipt of a new note; • holder's holding period for the new notes will include the holding period of the original notes; and • the adjusted tax basis of the new notes will be the same as the adjusted tax basis of the original notes exchanged at the time of such exchange. See "Material United States Federal Income Tax Considerations."
Exchange Agent	U.S. Bank National Association is serving as exchange agent in connection with the Exchange Offer. Deliveries by hand, registered, certified, first class or overnight mail should be addressed to U.S. Bank National Association, 60 Livingston Avenue, EP-MN-WS2N, St. Paul, MN 55107, Attention: Specialized Finance Department, Reference: Beazer Homes USA, Inc. Exchange. For information with respect to the Exchange Offer, contact the Exchange Agent at telephone number (800) 934-6802 or facsimile number (651) 495-8158.
Use of Proceeds	We will not receive any proceeds from the exchange offer. See "Use of Proceeds."

Summary Of Terms Of New Notes

The exchange offer constitutes an offer to exchange up to $350.0 million aggregate principal amount of the new notes for up to an equal aggregate principal amount of the original notes. The new notes will be obligations of Beazer Homes evidencing the same indebtedness as the original notes, and will be entitled to the benefit of the same indenture and supplemental indenture. The form and terms of the new notes are substantially the same as the form and terms of the original notes except that the new notes have been registered under the Securities Act. See "Description of notes."

Comparison With Original Notes

Freely Transferable	The new notes will be freely transferable under the Securities Act by holders who are not restricted holders. Restricted holders are restricted from transferring the new notes without compliance with the registration and prospectus delivery requirements of the Securities Act. The new notes will be identical in all material respects (including interest rate, maturity and restrictive covenants) to the original notes, with the exception that the new notes will be registered under the Securities Act. See "The Exchange Offer—Terms of the Exchange Offer."
Registration Rights	The holders of the original notes currently are entitled to certain registration rights pursuant to Registration Rights Agreements entered into on the issue date of the original notes by and among Beazer, the subsidiary guarantors named therein and the initial purchasers named therein, including the right to cause Beazer Homes to register the original notes for resale under the Securities Act if the Exchange Offer is not consummated prior to the applicable exchange offer termination date. However, pursuant to the registration rights agreement, such registration rights will expire upon consummation of the exchange offer. Accordingly, holders of original notes who do not exchange their original notes for new notes in the exchange offer will not be able to reoffer, resell or otherwise dispose of their original notes unless such original notes are subsequently registered under the Securities Act or unless an exemption from the registration requirements of the Securities Act is available.

Terms of New Notes

Issuer	Beazer Homes USA, Inc.
Maturity Date	July 15, 2015.
Notes Offered	The form and terms of the new notes will be the same as the form and terms of the outstanding notes except that: • the new notes will bear a different CUSIP number from the original notes; • the new notes have been registered under the Securities Act and, therefore, will not bear legends restricting their transfer; and • you will not be entitled to any exchange or registration rights with respect to the new notes. The notes will evidence the same debt as the original notes. They will be entitled to the benefits of the indenture and the supplemental indenture governing the original notes and will be treated under the indenture and the supplemental indenture as a single class with the original notes. We refer to the new notes and the original notes collectively as the notes in this prospectus.
Interest	The notes will bear interest at a rate of 6.875% per annum from June 8, 2005. Interest on the notes will be payable semi-annually in cash on January 15 and July 15 of each year, commencing on January 15, 2006.
Guarantees	The notes will be guaranteed by all of our significant subsidiaries. The guarantees will be unsecured obligations of our subsidiaries ranking equally with all their existing and future unsecured debt that is not, by its terms, expressly subordinated in right of payment to the guarantees.
Ranking	The original notes are, and the new notes will be: • general unsecured senior debt obligations of Beazer Homes; • ranked equally in right of payment with all our existing and future unsecured senior debt; • senior in right of payment to all of our future subordinated debt; and • effectively subordinated to any of our secured debt to the extent of the value of the assets securing such debt. At June 30, 2005, assuming we had issued the entire $350 million aggregate principal amount of notes as of such date, we would have had, together with the subsidiary guarantors, approximately $1.3 billion of debt, net of unamortized discount of $19.5 million, outstanding. Substantially all of this debt was unsecured senior debt ranking equally in right of payment with these notes and the related subsidiary guarantees.

Optional Redemption	We may redeem the notes, in whole or in part, prior to July 15, 2010, at a redemption price equal to 100% of the principal amount of the notes plus accrued and unpaid interest to the date of redemption, if any, plus a "make- whole" amount. See "Description of the notes—Optional redemption." We may redeem the notes at any time and from time to time on or after July 15, 2010, in whole or in part, at the redemption prices described in this prospectus, plus accrued and unpaid interest to the date of redemption. In addition, on or before July 15, 2008, we may redeem up to 35% of the notes issued under the indenture with the net proceeds of equity offerings at 106.875% of the principal amount of the notes, plus accrued and unpaid interest to the date of redemption. We may make that redemption only if, after the redemption, at least 65% of the principal amount of notes issued remain outstanding.
Certain Covenants	The indenture governing the notes contains certain covenants that, among other things, limit our ability to: • incur additional indebtedness; • make certain restricted payments; • make certain asset sales; • enter into transactions with affiliates; • incur liens; • issue capital stock of restricted subsidiaries; • allow payment restrictions affecting subsidiaries; or • effect a consolidation or merger. These covenants also require us to maintain a certain level of tangible net worth and to offer to repurchase a portion of the notes in certain circumstances. See "Description of the notes—Certain covenants" beginning on page 59. If these notes receive an investment grade rating from Moody's Investors Service and Standard & Poor's, then our obligation to comply with certain of the covenants will cease for so long as the notes continue to be rated investment grade. See "Description of the notes—Limitation of applicability of certain covenants if the notes are rated investment grade."
Change of Control	Upon the occurrence of a change of control, as defined in the "Description of the notes," each holder of the notes may require us to purchase all or a portion of the holder's notes at 101% of the aggregate principal amount thereof, together with accrued and unpaid interest to the date of purchase.

No Listing on any Securities Exchange	We do not intend to list the new notes on any securities exchange or to seek approval for quotation through any automated quotation system.

For additional information regarding the notes, see the "Description of notes" section of this prospectus.

Ratio of Earnings to Fixed Charges

The following table sets forth our historical ratios of earnings to fixed charges for the periods indicated. The historical ratios are prepared on a consolidated basis in accordance with generally accepted accounting principles, or GAAP, and, therefore, reflect all consolidated earnings and fixed charges.

The ratio of earnings to fixed charges for each of the periods is determined by dividing earnings by fixed charges. Earnings consist of income from operations before income taxes, amortization of previously capitalized interest, fixed charges, exclusive of capitalized interest cost and distributed income of unconsolidated joint ventures less equity in income (loss) of unconsolidated joint ventures. Fixed charges consist of interest incurred, amortization of deferred loan costs and debt discounts and that portion of operating lease rental expense (33%) deemed to be representative of interest.

	Year Ended September 30,					Nine Months Ended June 30	
	2000	2001	2002	2003	2004	2004	2005
						(unaudited)	
Ratio of earnings to fixed charges	3.08x	4.14x	4.57x	4.98x	5.67x	5.23x	4.37x

Risk Factors

You should carefully consider the information under "Risk Factors" beginning on page 14 of this prospectus and all other information included in this prospectus prior to making a decision to exchange original notes for new notes.

Summary Historical Consolidated Financial and Operating Data

Our summary historical consolidated financial and operating data set forth below as of and for each of the three years ended September 30, 2002, 2003 and 2004 are derived from our audited consolidated financial statements. Our summary historical consolidated financial data set forth below as of and for the nine months ended June 30, 2004 and 2005 are derived from our unaudited consolidated financial statements. These historical results are not necessarily indicative of the results to be expected in the future. You should also read our historical financial statements and related notes in our annual report on Form 10-K for the year ended September 30, 2004 and our quarterly reports on Form 10-Q for the quarters ended June 30, 2004 and 2005 as well as the section of our Annual Report on Form 10-K incorporated herein by reference entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	Fiscal Year Ended September 30,			Nine Months Ended June 30,	
	2002	2003	2004	2004	2005
			($ in thousands)		
Statement of Operations Data:					
Total revenue	$ 2,641,173	$ 3,177,408	$ 3,907,109	$ 2,695,968	$ 3,181,302
Operating income	193,174	279,155	377,935	249,734	231,401
Net income(1)	122,634	172,745	235,811	155,724	98,100
Operating Data:					
Number of new orders, net of cancellations(2)	13,610	16,316	17,481	13,205	13,986
Backlog at end of period(3)	6,519	7,426	8,456	9,278	10,635
Number of closings(4)	13,603	15,409	16,451	11,353	11,807
Average sales price per home closed	$ 190.8	$ 201.3	$ 232.2	$ 232.1	$ 264.8
Balance Sheet Data (end of period):					
Inventory	$ 1,364,133	$ 1,723,483	$ 2,344,095	$ 2,352,869	$ 2,986,994
Total assets	1,892,847	2,212,034	3,149,462	2,976,031	3,467,666
Total debt	739,100	741,365	1,137,404	1,124,067	1,250,499
Stockholders' equity	799,515	993,695	1,232,121	1,137,683	1,333,879
Supplemental Financial Data:					
Cash provided by (used in):					
Operating activities	$ 59,464	$ (41,049)	$ (73,719)	$ (215,839)	$ (421,404)
Investing activities	(314,633)	(6,552)	(30,476)	(9,745)	(38,397)
Financing activities	338,480	(4,016)	351,703	351,839	147,019
EBIT(5)	245,060	340,980	452,774	301,468	294,418
EBITDA(5)	254,513	354,200	468,529	313,568	309,729
Interest incurred(6)	51,171	65,295	76,035	54,872	64,269
EBIT/interest incurred(5)(6)	4.79x	5.22x	5.95x	5.49x	4.58x
EBITDA/interest incurred(5)(6)	4.97x	5.42x	6.16x	5.71x	4.82x
Ratio of earnings to fixed charges(5)(7)	4.57x	4.98x	5.67x	5.23x	4.37x

(1) Adjusted net income exclusive of a $130,235 goodwill impairment charge for the nine months ended June 30, 2005 was $228,335. See footnote (5) for a reconciliation of adjusted net income to net income.

(2) New orders do not include homes in backlog from acquired operations.

(3) A home is included in "backlog" after a sales contract is executed and prior to the transfer of title to the purchaser. Because the closings of pending sales contracts are subject to contingencies, it is possible that homes in backlog will not result in closings.

(4) A home is included in "closings" when title is transferred to the buyer. Sales and cost of sales for a house are recognized at the date of closing.

(5) EBIT and EBITDA: EBIT (earnings before interest and taxes) equals net income before (a) previously capitalized interest amortized to costs and expense and (b) income taxes. EBITDA (earnings before interest, taxes, depreciation and amortization) is calculated by adding depreciation and amortization for the period to EBIT. EBIT and EBITDA are not generally accepted accounting principles (GAAP) financial measures. EBIT and EBITDA should not be considered alternatives to net income determined in accordance with GAAP as an indicator of operating performance, nor an alternative to cash flows from operating activities determined in accordance with GAAP as a measure of liquidity. Because some analysts and companies may not calculate EBIT and EBITDA in the same manner as Beazer Homes, the EBIT and EBITDA information presented above may not be comparable to similar presentations by others.

EBITDA is a measure commonly used in the homebuilding industry and is presented to assist in understanding the ability of our operations to generate cash in addition to the cash needed to service existing interest requirements and ongoing tax obligations. By providing a measure of available cash, management believes that this non-GAAP measure enables holders of our outstanding senior indebtedness to better understand our cash performance and our ability to service our debt obligations as they currently exist and as additional indebtedness is incurred in the future. The measure is useful in budgeting and determining capital expenditure levels because it enables management to evaluate the amount of cash that will be available for discretionary spending.

A reconciliation of EBITDA and EBIT to cash provided/(used) by operations, the most directly comparable GAAP measure, is provided below for each period presented (in thousands):

	Fiscal Year Ended September 30,			Nine Months Ended June 30,	
	2002	2003	2004	2004	2005
Net cash provided/(used) by operating activities	$ 59,464	$ (41,049)	$ (73,719)	$ (215,839)	$ (421,404)
Goodwill impairment charge	—	—	—	—	(130,235)
Increase in inventory	152,990	328,893	410,525	442,822	659,280
Provision for income taxes	79,425	112,784	150,764	99,561	141,438
Deferred income tax benefit (provision)	6,613	(87)	22,740	—	—
Interest amortized to cost of sales	43,001	55,451	66,199	46,183	54,880
Increase in accounts payable and other liabilities	(71,781)	(96,224)	(120,976)	(63,609)	(82,453)
Increase/(decrease) in accounts receivable and other assets	(2,010)	14,702	21,399	5,729	87,254
Loss on extinguishment of debt	—	(7,570)	—	—	—
Tax benefit from stock transactions	(12,235)	(11,502)	(8,127)	—	—
Other	(954)	(1,198)	(276)	(1,279)	969
EBITDA	254,513	354,200	468,529	313,568	309,729
Less depreciation and amortization	9,453	13,220	15,755	12,100	15,311
EBIT	$ 245,060	$ 340,980	$ 452,774	$ 301,468	$ 294,418

Exclusive of the $130,235 goodwill impairment charge, adjusted EBIT and adjusted EBITDA for the nine months ended June 30, 2005, were $424,653 and $439,964, respectively, and the ratios of adjusted EBIT to interest incurred and adjusted EBITDA to interest incurred during the same period were 6.61x and 6.85x, respectively.

Adjusted net income, adjusted EBIT, adjusted EBITDA and the adjusted ratio of earnings to fixed charges for the nine months ended June 30, 2005 exclude the effects of a non-cash goodwill impairment charge of $130,235 recorded during the second quarter of fiscal 2005. Management believes that these adjusted financial results and metrics are useful to both management and investors in the analysis of the Company's financial performance when comparing it to prior periods and that they provide investors with an important perspective on the current underlying operating performance of the business by isolating the impact of the goodwill impairment charge related to a previous acquisition. Adjusted net income, adjusted EBIT, adjusted EBITDA and the adjusted ratio of earnings to fixed charges are not generally accepted accounting principles (GAAP) financial measures. These adjusted numbers should not be considered alternatives to net income determined in accordance with GAAP as an indicator of operating performance, nor an alternative to cash flows from operating activities determined in accordance with GAAP as a measure of liquidity.

Below is a reconciliation (in thousands) of adjusted net income, adjusted EBIT, adjusted EBITDA and adjusted earnings (as used in the computation of the ratio of earnings to fixed charges) to net income, EBIT, EBITDA and earnings for the nine months ended June 30, 2005.

The adjusted ratio of earnings to fixed charges is computed by dividing adjusted earnings by fixed charges. "Adjusted Earnings" consist of (i) income from operations before income taxes, plus goodwill impairment charges, (ii) amortization of previously capitalized interest, (iii) fixed charges, exclusive of capitalized interest cost and (iv) distributed income of unconsolidated joint ventures less equity in income (loss) of unconsolidated joint ventures. "Fixed charges" consist of (i) interest incurred, (ii) amortization of deferred loan costs and (iii) that portion of operating lease rental expense (33%) deemed to be representative of interest.

Net Income

	Nine Months Ended June 30, 2005
Net income	$ 98,100
Goodwill impairment charge	130,235
Adjusted net income	$ 228,335

EBIT

	Nine Months Ended June 30, 2005
EBIT	$ 294,418
Goodwill impairment charge	130,235
Adjusted EBIT	$ 424,653

EBITDA

	Nine Months Ended June 30, 2005
EBITDA	$ 309,729
Goodwill impairment charge	130,235
Adjusted EBITDA	$ 439,964

Earnings for the computation of the ratio of earnings to fixed charges

	Nine Months Ended June 30, 2005
Earnings	$ 298,774
Goodwill impairment charge	130,235
Adjusted earnings	$ 429,009

(6) All interest incurred is capitalized to inventory and subsequently amortized to cost of sales as homes sales are closed.

(7) Computed by dividing earnings by fixed charges. "Earnings" consist of (i) income from operations before income taxes, (ii) amortization of previously capitalized interest, (iii) fixed charges, exclusive of capitalized interest cost and (iv) distributed income of unconsolidated joint ventures less equity in income (loss) of unconsolidated joint ventures. "Fixed charges" consist of (i) interest incurred, (ii) amortization of deferred loan costs and (iii) that portion of operating lease rental expense (33%) deemed to be representative of interest. Exclusive of the $130,235 goodwill impairment charge, the adjusted ratio of earnings to fixed charges would have been 6.27x for the nine months ended June 30, 2005. See footnote (5) for a reconciliation of adjusted earnings to earnings.

RISK FACTORS

Risks Related to Our Business

Our home sales and operating revenues could decline due to macro-economic and other factors outside of our control, such as changes in consumer confidence and declines in employment levels.

Changes in national and regional economic conditions, as well as local economic conditions where we conduct our operations and where prospective purchasers of our homes live, may result in more caution on the part of homebuyers and consequently fewer home purchases. These economic uncertainties involve, among other things, conditions of supply and demand in local markets and changes in consumer confidence and income, employment levels, and government regulations. These risks and uncertainties could periodically have an adverse effect on consumer demand for and the pricing of our homes, which could cause our operating revenues to decline. A reduction in our revenues could in turn negatively affect the market price of our securities.

A substantial increase in mortgage interest rates or unavailability of mortgage financing may reduce consumer demand for our homes.

Virtually all purchasers of our homes finance their acquisitions through lenders providing mortgage financing. A substantial increase in mortgage interest rates or unavailability of mortgage financing would adversely affect the ability of prospective first time and move-up homebuyers to obtain financing for our homes, as well as adversely affect the ability of prospective move-up homebuyers to sell their current homes. As a result, our margins, revenues and cash flows may also be adversely affected.

If we are unsuccessful in competing against our homebuilding competitors, our market share could decline or our growth could be impaired and, as a result, our financial results could suffer.

Competition in the homebuilding industry is intense, and there are relatively low barriers to entry into our business. Increased competition could hurt our business, as it could prevent us from acquiring attractive parcels of land on which to build homes or make such acquisitions more expensive, hinder our market share expansion, and lead to pricing pressures on our homes that may adversely impact our margins and revenues. If we are unable to successfully compete, our financial results could suffer and the value of, or our ability to service, our debt, including the notes could be adversely affected. Our competitors may independently develop land and construct housing units that are superior or substantially similar to our products. Furthermore, some of our competitors have substantially greater financial resources and lower costs of funds than we do. Many of these competitors also have longstanding relationships with subcontractors and suppliers in the markets in which we operate. We currently build in several of the top markets in the nation and, therefore, we expect to continue to face additional competition from new entrants into our markets.

We could experience a reduction in home sales and revenues or reduced cash flows due to our inability to acquire land for our housing developments if we are unable to obtain reasonably priced financing to support our homebuilding activities.

The homebuilding industry is capital intensive, and homebuilding requires significant up-front expenditures to acquire land and begin development. Accordingly, we incur substantial indebtedness to finance our homebuilding activities. Although we believe that internally generated funds and available borrowings under our revolving credit facility will be available to fund our capital and other expenditures (including land purchases in connection with ordinary development activities), the amounts available from such sources may not be sufficient. If such sources are not sufficient, we would seek additional capital in the form of equity or debt financing from a variety of potential sources, including additional bank financing and/or securities offerings. The amount and types of indebtedness which we may incur are limited by the terms of the indentures governing the notes and our other

existing debt. See "Description of existing indebtedness." In addition, the availability of borrowed funds, especially for land acquisition and construction financing, may be greatly reduced nationally, and the lending community may require increased amounts of equity to be invested in a project by borrowers in connection with both new loans and the extension of existing loans. If we are not successful in obtaining sufficient capital to fund our planned capital and other expenditures, we may be unable to acquire land for our housing developments. Additionally, if we cannot obtain additional financing to fund the purchase of land under our option contracts, we may incur contractual penalties and fees.

Our substantial indebtedness could adversely affect our financial condition, limit our growth and make it more difficult for us to satisfy our debt obligations.

As of June 30, 2005, assuming we had issued the entire $350 million aggregate principal amount of notes as of such date, we would have had approximately $1.3 billion, net of unamortized discount of approximately $19.5 million, of outstanding indebtedness. Our substantial indebtedness could have important consequences to us and the holders of the notes, including among other things,

- cause us to be unable to satisfy our obligations under our existing or new debt agreements;
- make us more vulnerable to adverse general economic and industry conditions;
- make it difficult to fund future working capital, land purchases, acquisitions, general corporate purposes or other purposes; and
- cause us to be limited in our flexibility in planning for, or reacting to, changes in our business.

In addition, subject to restrictions in our existing debt instruments and the indenture governing the notes, we may incur additional indebtedness. In particular, as of June 30, 2005, we had available borrowings of approximately $453.0 million under our revolving credit facility. If new debt is added to our current debt levels, the related risks that we now face could intensify. Our growth plans and our ability to make payments of principal or interest on, or to refinance our indebtedness, including the notes, will depend on our future operating performance and our ability to enter into additional debt and/or equity financings. If we are unable to generate sufficient cash flows in the future to service our debt, we may be required to refinance all or a portion of our existing debt, including the notes, to sell assets or to obtain additional financing. We may not be able to do any of the foregoing on terms acceptable to us, if at all.

We are subject to extensive government regulation which could cause us to incur significant liabilities or restrict our business activities.

Regulatory requirements could cause us to incur significant liabilities and operating expenses and could restrict our business activities. We are subject to local, state and federal statutes and rules regulating, among other things, certain developmental matters, building and site design, and matters concerning the protection of health and the environment. Our operating expenses may be increased by governmental regulations such as building permit allocation ordinances and impact and other fees and taxes, which may be imposed to defray the cost of providing certain governmental services and improvements. Other governmental regulations, such as building moratoriums and "no growth" or "slow growth" initiatives, which may be adopted in communities which have developed rapidly, may cause delays in home projects or otherwise restrict our business activities resulting in reductions in our revenues. Any delay or refusal from government agencies to grant us necessary licenses, permits and approvals could have an adverse effect on our operations.

We may incur additional operating expenses due to compliance programs or fines, penalties and remediation costs pertaining to environmental regulations within our markets.

We are subject to a variety of local, state and federal statutes, ordinances, rules and regulations concerning the protection of health and the environment. The particular environmental laws which apply to any given community vary greatly according to the community site, the site's environmental conditions and the present and former use of the site. Environmental laws may result in delays, may cause us to implement time consuming and expensive compliance programs and may prohibit or severely restrict development in certain environmentally sensitive regions or areas. From time to time, the Environmental Protection Agency and similar federal or state agencies review homebuilders' compliance with environmental laws and may levy fines and penalties for failure to strictly comply with applicable environmental laws or impose additional requirements for future compliance as a result of past failures. Any such actions taken with respect to us may increase our costs. Further, we expect that increasingly stringent requirements will be imposed on homebuilders in the future. Environmental regulations can also have an adverse impact on the availability and price of certain raw materials such as lumber. Our projects in California are especially susceptible to restrictive government regulations and environmental laws.

We may be subject to significant potential liabilities as a result of construction defect, product liability and warranty claims made against us.

As a homebuilder, we have been and continue to be subject to construction defect, product liability and home warranty claims, including moisture intrusion and related mold claims, arising in the ordinary course of business. These claims are common to the homebuilding industry and can be costly.

We and certain of our subsidiaries have been and continue to be named as defendants in various construction defect claims, product liability claims, complaints and other legal actions that include claims related to moisture intrusion and mold. Furthermore, plaintiffs may in certain of these legal proceedings seek class action status with potential class sizes that vary from case to case. Class action lawsuits can be costly to defend and if we were to lose any certified class action suit, it could result in substantial potential liability for us. We record reserves for such matters in accordance with accounting principles generally accepted in the United States of America.

With respect to certain general liability exposures, including construction defect, moisture intrusion and related mold claims and product liability, interpretation of underlying current and future trends, assessment of claims and the related liability and reserve estimation process is highly judgmental due to the complex nature of these exposures, with each exposure exhibiting unique circumstances. Furthermore, once claims are asserted for construction defects, it is difficult to determine the extent to which the assertion of these claims will expand geographically. Although we have obtained insurance for construction defect claims, such policies may not be available or adequate to cover any liability for damages, the cost of repairs, and/or the expense of litigation surrounding current claims, and future claims may arise out of uninsurable events or circumstances not covered by insurance and not subject to effective indemnification agreements with our subcontractors.

Our operating expenses could increase if we are required to pay higher insurance premiums or litigation costs for claims involving construction defect and product liability claims, which could cause our net income to decline.

The costs of insuring against construction defect and product liability claims are high, and the amount and scope of coverage offered by insurance companies is currently limited. This coverage may be further restricted and may become more costly.

Increasingly in recent years, lawsuits (including class action lawsuits) have been filed against builders, asserting claims of personal injury and property damage caused by the presence of mold in

residential dwellings. Our insurance may not cover all of the claims, including personal injury claims, arising from the presence of mold, or such coverage may become prohibitively expensive. If we are not able to obtain adequate insurance against these claims, we may experience losses that could reduce our net income and restrict our cash flow available to service debt.

Historically builders have recovered from subcontractors and their insurance carriers a significant portion of the construction defect liabilities and costs of defense that the builders have incurred. Insurance coverage available to subcontractors for construction defects is becoming increasingly expensive, and the scope of coverage is restricted. If we cannot effectively recover from our subcontractors or their carriers, we may suffer greater losses which could decrease our net income.

Builders' ability to recover against any available insurance policy depends upon the continued solvency and financial strength of the insurance carrier that issued the policy. Many of the states in which we build homes have lengthy statutes of limitations applicable to claims for construction defects. To the extent that any carrier providing insurance coverage to us or our subcontractors becomes insolvent or experiences financial difficulty in the future, we may be unable to recover on those policies and our net income may decline.

We are dependent on the services of certain key employees, and the loss of their services could hurt our business.

Our future success depends upon our ability to attract, train, assimilate and retain skilled personnel. If we are unable to retain our key employees or attract, train, assimilate or retain other skilled personnel in the future, it could hinder our business strategy and impose additional costs of identifying and training new individuals. Competition for qualified personnel in all of our operating markets is intense. A significant increase in the number of our active communities would necessitate the hiring of a significant number of additional construction managers, who are in short supply in our markets.

We are dependent on the continued availability and satisfactory performance of our subcontractors, which, if unavailable, could have a material adverse effect on our business.

We conduct our construction operations only as a general contractor. Virtually all construction work is performed by unaffiliated third-party subcontractors. As a consequence, we depend on the continued availability of and satisfactory performance by these subcontractors for the construction of our homes. There may not be sufficient availability of and satisfactory performance by these unaffiliated third-party subcontractors in the markets in which we operate. In addition, inadequate subcontractor resources could have a material adverse effect on our business.

We experience fluctuations and variability in our operating results on a quarterly basis and, as a result, our historical performance may not be a meaningful indicator of future results.

Our operating results in a future quarter or quarters may fall below expectations of securities analysts or investors and, as a result, the market value of the notes may fluctuate. While we have reported positive annual net income for each of the past five fiscal years, we historically have experienced, and expect to continue to experience, variability in home sales and net earnings on a quarterly basis. As a result of such variability, our historical performance may not be a meaningful indicator of future results. Our quarterly results of operations may continue to fluctuate in the future as a result of a variety of both national and local factors, including, among others,

- the timing of home closings and land sales;
- our ability to continue to acquire additional land or secure option contracts to acquire land on acceptable terms;

- conditions of the real estate market in areas where we operate and of the general economy;
- seasonal home buying patterns; and
- other changes in operating expenses, including the cost of labor and raw materials, personnel and general economic conditions.

The occurrence of natural disasters could increase our operating expenses and reduce our revenues and cash flows.

The climates and geology of many of the states in which we operate, including California, Florida, Georgia, North Carolina, South Carolina, Tennessee and Texas, present increased risks of natural disasters. To the extent that hurricanes, severe storms, earthquakes, droughts, floods, wildfires or other natural disasters or similar events occur, our homes under construction or our building lots in such states could be damaged or destroyed, which may result in losses exceeding our insurance coverage. Any of these events could increase our operating expenses, impair our cash flows and reduce our revenues, which could in turn negatively affect the market price of our securities.

Future terrorist attacks against the United States or increased domestic or international instability could have an adverse effect on our operations.

Adverse developments in the war on terrorism, future terrorist attacks against the United States, or any outbreak or escalation of hostilities between the United States and any foreign power, including the armed conflict with Iraq, may cause disruption to the economy, our company, our employees and our customers, which could adversely affect our revenues, operating expenses, and financial condition.

Risks Related to the Notes, the Offering and the Exchange

We may be unable to generate sufficient cash to service our debt obligations and make payments on the notes.

Our ability to pay our expenses and to pay the principal of and interest on the notes and our other debt depends on our ability to generate positive cash flows in the future. Our operations may not generate cash flows in an amount sufficient to enable us to pay the principal of and interest on our debt (including the notes) or to fund other liquidity needs.

Our annual debt service obligations vary from year to year, principally due to the variable interest rates on our credit facility and our level of borrowings under the credit facility. As of June 30, 2005, our annual debt service obligations were approximately $105.3 million. Furthermore, on June 15, 2011 and June 15, 2014 the holders of our $180.0 million principal amount of $4^{5}/_{8}$% Convertible Senior Notes due 2024 have the right to require us to purchase those notes for cash at a purchase price equal to 100% of the principal amount of those notes plus accrued and unpaid interest.

If we do not have sufficient cash flows from operations, we may be required to incur additional indebtedness, refinance all or part of our existing debt (including the notes) or sell assets. Our ability to borrow funds under our credit facility in the future will depend on our meeting the financial covenants in such credit facility, and sufficient borrowings may not be available to us. In addition, the terms of existing or future debt agreements may restrict us from effecting any of these alternatives. Any inability to generate sufficient cash flows or refinance our debt on favorable terms could significantly adversely affect our financial condition, the value of the notes and our ability to pay the principal of and interest on our debt, including the notes.

We may be unable to meet our debt service obligations, including under the notes, if our subsidiaries are unable to make distributions to us.

We are a holding company and conduct all of our operations through our subsidiaries. Our ability to meet our debt service obligations depends upon our receipt of dividends from our subsidiaries. Subject to the restrictions contained in our other outstanding debt, future borrowings by our subsidiaries could contain restrictions or prohibitions on the payment of dividends by our subsidiaries to us. In addition, under applicable law, our subsidiaries could be limited in the amounts that they are permitted to pay us as dividends on their capital stock.

Our indentures and our other debt instruments impose significant operating and financial restrictions which may limit our ability to operate our business.

The indentures for the notes and our other outstanding notes and our other debt instruments impose significant operating and financial restrictions on us. These restrictions will limit our ability to, among other things:

- borrow money;
- pay dividends or make distributions on, or purchase or redeem, stock;
- make investments and extend credit;
- engage in transactions with our affiliates;
- consummate certain asset sales;
- consolidate or merge with another entity or sell, transfer, lease, or otherwise dispose of all or substantially all of our assets; and
- create liens on our assets.

We cannot assure you that these covenants will not adversely affect our ability to finance our future operations or capital needs or to pursue available business opportunities.

In addition, the indentures governing the notes and our other outstanding notes and our other debt instruments require us to maintain specified financial ratios and satisfy certain financial condition tests which may require that we take action to reduce our debt or to act in a manner contrary to our business objectives in order to avoid an event of default. Events beyond our control, including changes in general economic and business conditions, may affect our ability to meet those financial ratios and financial condition tests. We cannot assure you that we will meet those tests or that any failure to meet those tests will be waived. A breach of any of these covenants or our inability to maintain the required financial ratios could result in a default under the related indebtedness. If a default occurs, some or all of our outstanding debt, together with accrued interest and other fees, could be declared immediately due and payable.

If a court voids the guarantees or finds them unenforceable, note holders may only submit creditor claims against us and any subsidiary guarantors whose obligations are not set aside.

The notes are guaranteed by all of our existing and future subsidiaries (other than certain of our title and warranty subsidiaries) that are significant. The guarantee of any particular subsidiary guarantor may be subject to review and possible avoidance under U.S. federal bankruptcy law and comparable provisions of state fraudulent conveyance and fraudulent transfer laws if a bankruptcy or reorganization case is commenced by or against such subsidiary guarantor or a lawsuit is commenced or a judgment is obtained by an unpaid creditor of such subsidiary guarantor. If a guarantee is voided as a fraudulent conveyance or fraudulent transfer or found to be unenforceable for any other reason, you will not have

a claim against that subsidiary guarantor and will only be a creditor of ours or any subsidiary guarantor whose obligation was not set aside or found to be unenforceable.

The notes are unsecured and effectively subordinated to any secured indebtedness that we or the subsidiary guarantors may incur, which means note holders may recover less than the lenders of secured debt in the event of our bankruptcy or liquidation.

The notes are our unsecured obligations. While we and the subsidiary guarantors currently do not have any material secured debt, the indenture governing the notes does not restrict our or our subsidiaries' ability to incur debt or to secure indebtedness without equally and ratably securing the notes. If we become insolvent or are liquidated, or if payment under any of our secured debt obligations is accelerated, our secured lenders would be entitled to exercise the remedies available to a secured lender under collateral before the holders of the notes. As a result, the notes will be effectively subordinated to any secured indebtedness we may incur in the future to the extent of the value of the assets securing that indebtedness, and the holders of the notes may recover ratably less than the lenders of our secured debt in the event of our bankruptcy or liquidation. In addition, guarantees of the subsidiary guarantors will also be unsecured. Any secured indebtedness that these subsidiaries may incur will similarly be effectively senior to such guarantee obligations.

There is no established trading market for the new notes, which means there are uncertainties regarding the ability of a holder to dispose of the new notes and the potential sale price.

The new notes will constitute a new issue of securities and there is no established trading market for the new notes, which means you may be unable to sell your notes at a particular time and the prices that you receive when you sell your notes might not be favorable. We do not intend to apply for the new notes to be listed on any securities exchange or to arrange for quotation on any automated dealer quotation systems. The initial purchaser of the original notes has advised us that it intends to make a market in the new notes, but it is not obligated to do so. The initial purchaser may discontinue any market making in the new notes at any time, in its sole discretion. As a result, an active trading market for the new notes may not develop.

The trading market for the new notes or, in the case of any holders of original notes that do not exchange them, the trading market for the original notes following the offer to exchange the original notes for the new notes, may not be liquid. Future trading prices of the notes will depend on many factors, including

- our operating performance and financial condition;
- our ability to complete the offer to exchange the original notes for the new notes; and
- the market for similar securities.

Historically, the market for non-investment grade debt has been subject to disruptions that have caused volatility in prices. It is possible that the market for the new notes will be subject to disruptions, which could reduce the market price of our securities.

We may not be able to satisfy our obligations to holders of the notes upon a change of control.

Upon the occurrence of a "change of control," as defined in the indenture related to the notes, each holder of notes will have the right to require us to purchase the notes at a price equal to 101% of the principal amount, together with any accrued and unpaid interest as of the date of repurchase. Our failure to purchase, or give notice of purchase of, the notes would be a default under the indenture, which would in turn be a default under our credit facility. In addition, the indentures governing our $8^{3}/_{8}$% Senior Notes due 2011, our $8^{3}/_{8}$% Senior Notes due 2012 and our $6^{1}/_{2}$% Senior Notes due 2013 also require us to purchase such notes at a price equal to 101% of the principal amount thereof plus

accrued and unpaid interest upon the occurrence of a change of control. Under the indenture governing our 4 5/8% Convertible Senior Notes due 2024, the holders of those notes may require us to purchase such notes at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest upon the occurrence of a change of control. Furthermore, a change of control may constitute an event of default under our credit facility. A default under our credit facility would result in an event of default under the indenture if the lenders were to accelerate the debt under our credit facility.

If a change of control occurs, we may not have enough assets to satisfy all obligations under the indenture related to the notes and our other debt instruments. The source of funds for any purchase of notes pursuant to a change of control will be our available cash or cash generated from our operations or other sources, including borrowings, sales of assets or sales of equity. If we did not have sufficient cash on hand, we could seek to refinance the indebtedness under our credit facility, the notes and our other outstanding notes or obtain a waiver from the lenders. We cannot assure you, however, that we would be able to obtain a waiver or refinance our indebtedness on commercially reasonable terms, if at all. In addition, the terms of our credit facility limit our ability to purchase the notes in those circumstances and any of our future debt agreements may contain similar restrictions and provisions. If the holders of the notes exercise their right to require us to repurchase all of the notes upon a change of control, the financial effect of this repurchase could cause a default under our other debt, even if the change in control itself would not cause a default. Accordingly, it is possible that we will not have sufficient funds at the time of the change of control to make the required repurchase of notes or that restrictions in our credit facility will not allow such repurchase.

We could enter into transactions that would not constitute a change of control giving rise to an obligation to repurchase the notes, but that could substantially increase the amount of our indebtedness.

The holders of notes have limited rights to require us to purchase or redeem the notes in the event of a takeover, recapitalization or similar restructuring unless such transaction results in a "change of control" as such term is defined in the indenture governing the notes. Consequently, the change of control provisions of the indenture may not afford the holders of the notes any protection in a highly leveraged transaction, including a transaction initiated by us, if the transaction does not result in a change of control or otherwise result in an event of default under the indenture. Such transactions could affect our capital structure or credit ratings or otherwise adversely affect the holders of the notes by affecting the value of the notes or the note holders' access to our and our subsidiaries' assets for repayment.

Note holders may not be entitled to require us to repurchase the notes in connection with certain transactions because the term "all or substantially all" in the context of a change of control has no clearly established meaning under the relevant law.

One of the ways a change of control can occur under the indenture governing the notes is upon a sale of all or substantially all of our assets. The meaning of the phrase "all or substantially all" as used in that definition varies according to the facts and circumstances of the subject transaction, has no clearly established meaning under applicable law and is subject to judicial interpretation. Accordingly, in certain circumstances there may be a degree of uncertainty in ascertaining whether a particular transaction would involve a disposition of "all or substantially all" of the assets of a person and therefore it may be unclear whether a change of control has occurred and whether you have the right to require us to repurchase the notes.

If you fail to exchange your original notes, you will face restrictions that will make the sale or transfer of your original notes more difficult.

If you do not exchange your original notes for new notes in the exchange offer, you will continue to be subject to the restrictions on transfer of your original notes described in the legend on your

original notes. In general, you may only offer or sell the original notes if they are registered under the Securities Act and applicable state securities laws, or offered and sold under an exemption from those requirements. We do not intend to register the original notes under the Securities Act. To the extent other original notes are tendered and accepted in the exchange offer and you elect not to exchange your original notes, the trading market, if any, for your original notes would be adversely affected because your original notes will be less liquid than the new notes. See "The Exchange Offer-Consequences of Failure to Exchange."

Some holders that exchange their original notes may be required to comply with registration and prospectus delivery requirements in connection with the sale or transfer of their new notes.

If you exchange your original notes in the exchange offer for the purpose of participating in a distribution of the new notes, you may be deemed to have received restricted securities and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. If you are required to comply with the registration and prospectus delivery requirements, then you may face additional burdens on the transfer of your notes and could incur liability for failure to comply with applicable requirements.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This prospectus contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements represent our expectations or beliefs concerning future events, and it is possible that that the results described in this prospectus will not be achieved. These forward-looking statements can generally be identified by the use of statements that include words such as "estimate," "project," "believe," "expect," "anticipate," "intend," "plan," "foresee," "likely," "will," "goal," "target" or other similar words or phrases. All forward-looking statements are based upon information available to us on the date of this prospectus. Except as may be required under applicable law, we do not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

These forward-looking statements are subject to risks, uncertainties and other factors, many of which are outside of our control, that could cause actual results to differ materially from the results discussed in the forward-looking statements, including, among other things, the matters discussed in this prospectus in the sections captioned: "Summary" and "Risk Factors." Additional information about factors that could lead to material changes in performance is contained in our filings with the Securities and Exchange Commission, referred to in this prospectus as the SEC. Such factors may include:

- economic changes nationally or in our local markets;
- volatility of mortgage interest rates and inflation;
- increased competition;
- shortages of skilled labor or raw materials used in the production of houses;
- increased prices for labor, land and raw materials used in the production of houses;
- increased land development costs on projects under development;
- the cost and availability of insurance, including the availability of insurance for the presence of mold;
- the impact of construction defect and home warranty claims;
- a material failure on the part of Trinity Homes LLC to satisfy the conditions of the class action settlement agreement;
- any delays in reacting to changing consumer preference in home design;
- terrorist acts and other acts of war;
- changes in consumer confidence;
- delays or difficulties in implementing initiatives to reduce our production and overhead cost structure;
- delays in land development or home construction resulting from adverse weather conditions;
- potential delays or increased costs in obtaining necessary permits as a result of changes to, or complying with, laws, regulations or governmental policies and possible penalties for failure to comply with such laws, regulations and governmental policies;
- changes in accounting policies, standards, guidelines or principles, as may be adopted by regulatory agencies as well as the Financial Accounting Standards Board;
- the failure of our improvement plan for the Midwest and strategies to broaden target price points and lessen dependence on the entry-level segment in certain markets to achieve desired results; or
- other factors over which we have little or no control.

Any forward-looking statement speaks only as of the date on which such statement is made, and, except as required by law, we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events. New factors emerge from time to time and it is not possible for management to predict all such factors.

THE EXCHANGE OFFER

Terms of the Exchange Offer

Purpose of the Exchange Offer

We sold $300 million in principal amount of the original notes on June 8, 2005 and $50 million in principal amount of the original notes on July 19, 2005, in transactions exempt from the registration requirements of the Securities Act. The initial purchaser of the original notes subsequently resold the original notes to qualified institutional buyers in reliance on Rule 144A and under Regulation S under the Securities Act.

In connection with the sale of original notes to the initial purchaser pursuant to purchase agreements, dated June 1, 2005 and June 14, 2005, among us and the initial purchaser named therein, the holders of the original notes became entitled to the benefits of registration rights agreements dated June 8, 2005 and July 19, 2005, respectively, among us, the guarantors named therein and the initial purchaser.

The registration rights agreements provide that:

- Beazer Homes will file an exchange offer registration statement with the SEC;
- Beazer Homes will use its commercially reasonable efforts to cause the exchange offer registration statement to be declared effective under the Securities Act of 1933;
- Unless the exchange offer would not be permitted by applicable law or SEC policy, Beazer Homes will use its commercially reasonable efforts to, on or prior to 180 days after June 8, 2005, with respect to the $300 million principal amount of notes sold on June 8, 2005, or July 19, 2005, with respect to the $50 million principal amount of notes sold on July 19, 2005, complete the exchange of the new notes for all original notes tendered prior thereto in the exchange offer; and
- Beazer Homes will keep the registered exchange offer open for not less than 20 business days (or longer if required by applicable law or otherwise extended by Beazer Homes, at its option) after the date notice of the registered exchange offer is mailed to the holders of the original notes.

The exchange offer being made by this prospectus, if consummated within the required time periods, will satisfy our obligations under the registration rights agreements. This prospectus, together with the letter of transmittal, is being sent to all beneficial holders of original notes known to us.

Upon the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal, we will accept all original notes properly tendered and not withdrawn prior to the expiration date. We will issue $1,000 principal amount of new notes in exchange for each $1,000 principal amount of outstanding original notes accepted in the exchange offer. Holders may tender some or all of their original notes pursuant to the exchange offer.

Based on no-action letters issued by the staff of the SEC to third parties we believe that holders of the new notes issued in exchange for original notes may offer for resale, resell and otherwise transfer the new notes, other than any holder that is an affiliate of ours within the meaning of Rule 405 under the Securities Act, without compliance with the registration and prospectus delivery provisions of the Securities Act. This is true as long as the new notes are acquired in the ordinary course of the holder's business, the holder has no arrangement or understanding with any person to participate in the distribution of the new notes and neither the holder nor any other person is engaging in or intends to engage in a distribution of the new notes. A broker-dealer that acquired original notes directly from us cannot exchange the original notes in the exchange offer. Any holder who tenders in the exchange offer for the purpose of participating in a distribution of the new notes cannot rely on the no-action letters

of the staff of the SEC and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

Each broker-dealer that receives new notes for its own account in exchange for original notes, where such original notes were acquired by such broker-dealer as a result of market-making or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. See "Plan of Distribution" for additional information.

We will accept validly tendered original notes promptly following the expiration of the tender offer by giving oral or written notice of the acceptance of such notes to the exchange agent. The exchange agent will act as agent for the tendering holders of original notes for the purposes of receiving the new notes from the issuer and delivering new notes to such holders.

If any tendered original notes are not accepted for exchange because of an invalid tender or the occurrence of the conditions set forth under "Conditions" without waiver by us, certificates for any such unaccepted original notes will be returned, without expense, to the tendering holder of any such original notes promptly after the expiration date.

Holders of original notes who tender in the exchange offer will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes with respect to the exchange of original notes, pursuant to the exchange offer. We will pay all charges and expenses, other than certain applicable taxes in connection with the exchange offer. See "Fees and Expenses."

Shelf Registration Statement

Pursuant to the registration rights agreements, we have agreed to file a shelf registration statement if:

- Beazer Homes is not permitted to file the exchange offer registration statement or consummate the exchange offer because the exchange offer is not permitted by applicable law or SEC policy,
- the exchange offer is not consummated within 180 days after the issue date of the original notes,
- any holder (other than the initial purchaser) is prohibited by law or the applicable interpretations of the SEC from participating in the exchange offer,
- in the case of any holder that participates in the exchange offer, such holder does not receive new notes on the date of the exchange that may be sold without restriction under state and federal securities laws (other than due solely to the status of such holder as an affiliate of ours),
- the initial purchaser so requests with respect to original notes that have, or that are reasonably likely to be determined to have, the status of unsold allotments in an initial distribution, or
- the initial purchaser of the original notes requests that we file such a shelf registration with respect to original notes not eligible to be exchanged for new notes in the registered exchange offer or, in the case of any initial purchaser that participates in any registered exchange offer, such initial purchaser does not receive freely tradable exchange securities.

A holder that sells original notes pursuant to the shelf registration statement generally must be named as a selling securityholder in the related prospectus and must deliver a prospectus to purchasers, because a seller will be subject to civil liability provisions under the Securities Act in connection with these sales. A seller of the original notes also will be bound by applicable provisions of the applicable registration rights agreement, including indemnification obligations. In addition, each holder of original notes must deliver information to be used in connection with the shelf registration statement and provide comments on the shelf registration statement in order to have its original notes included in the

shelf registration statement and benefit from the provisions regarding any liquidated damages in the registration rights agreement.

We have agreed to file a shelf registration statement with the SEC as promptly as practicable, but in no event more than 45 days after being so required, and thereafter use our reasonable best efforts to cause a shelf registration statement to be declared effective by the SEC with 90 days after being so required (provided that in no event shall such effectiveness be required prior to 180 days following the issue date of the original notes). In addition, we agreed to use our commercially reasonable efforts to keep that shelf registration statement continually effective, supplemented and amended for a period of two years following the date the shelf registration statement is declared effective (or for a period of one year from the date the shelf registration statement is declared effective and such shelf registration statement is filed at the request of the initial purchaser), or such shorter period which terminates when all notes covered by that shelf registration statement have been sold under it.

Additional Interest in Certain Circumstances

If any of the following, each a "registration default," occurs:

- the exchange offer is not completed on or before the 180th calendar day following the issue date of the original notes or, if that day is not a business day, then the next succeeding day that is a business day; or

- the shelf registration statement is required to be filed but is not filed or declared effective within the time periods required by the registration rights agreements or is declared effective but thereafter ceases to be effective or usable (subject to certain exceptions),

the interest rate borne by the notes as to which the registration default has occurred will be increased by 0.25% per annum upon the occurrence of a registration default. This rate will continue to increase by 0.25% each 90-day period that the liquidated damages (as defined below) continue to accrue under any such circumstance. However, the maximum total increase in the interest rate will in no event exceed one percent (1.0%) per year. We refer to this increase in the interest rate on the notes as "liquidated damages." Such interest is payable in addition to any other interest payable from time to time with respect to the notes in cash on each interest payment date to the holders of record for such interest payment date. After the cure of registration defaults, the accrual of liquidated damages will stop and the interest rate will revert to the original rate.

Under certain circumstances, we may delay the filing or the effectiveness of the exchange offer or the shelf registration and shall not be required to maintain its effectiveness or amend or supplement it for a period of up to 60 days during any 12-month period. Any delay period will not alter our obligation to pay liquidated damages with respect to a registration default.

The sole remedy available to the holders of the original notes will be the immediate increase in the interest rate on the original notes as described above. Any amounts of additional interest due as described above will be payable in cash on the same interest payment dates as the original notes.

Expiration Date; Extensions; Amendment

We will keep the exchange offer open for not less than 20 business days, or longer if required by applicable law, after the date on which notice of the exchange offer is mailed to the holders of the original notes. The term "expiration date" means the expiration date set forth on the cover page of this prospectus, unless we extend the exchange offer, in which case the term "expiration date" means the latest date to which the exchange offer is extended.

In order to extend the expiration date, we will notify the exchange agent of any extension by oral or written notice and will issue a public announcement of the extension, each prior to 5:00 p.m., New York City time, on the next business day after the previously scheduled expiration date.

We reserve the right

- to delay accepting any original notes, to extend the exchange offer or to terminate the exchange offer and not accept original notes not previously accepted if any of the conditions set forth under "Conditions" shall have occurred and shall not have been waived by us, if permitted to be waived by us, by giving oral or written notice of such delay, extension or termination to the exchange agent, or

- to amend the terms of the exchange offer in any manner deemed by us to be advantageous to the holders of the original notes. (We are required to extend the offering period for certain types of changes in the terms of the exchange offer, for example, a change in the consideration offered or percentage of original notes sought for tender.)

All conditions set forth under "Conditions," except such conditions that involve regulatory approvals, must be satisfied or waived prior to the expiration date.

Any delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by oral or written notice. If the exchange offer is amended in a manner determined by us to constitute a material change, we will promptly disclose such amendment in a manner reasonably calculated to inform the holders of the original notes of such amendment. Depending upon the significance of the amendment, we may extend the exchange offer if it otherwise would expire during such extension period.

Without limiting the manner in which we may choose to make a public announcement of any extension, amendment or termination of the exchange offer, we will not be obligated to publish, advertise, or otherwise communicate any such announcement, other than by making a timely release to an appropriate news agency.

Exchange Offer Procedures

To tender in the exchange offer, a holder must complete, sign and date the letter of transmittal, or a facsimile thereof, have the signatures on the letter of transmittal guaranteed if required by instruction 2 of the letter of transmittal, and mail or otherwise deliver the letter of transmittal or such facsimile or an agent's message in connection with a book entry transfer, together with the original notes and any other required documents. To be validly tendered, such documents must reach the exchange agent before 5:00 p.m., New York City time, on the expiration date. Delivery of the original notes may be made by book-entry transfer in accordance with the procedures described below. Confirmation of such book-entry transfer must be received by the exchange agent prior to the expiration date.

The term "agent's message" means a message, transmitted by a book-entry transfer facility to, and received by, the exchange agent, forming a part of a confirmation of a book-entry transfer, which states that such book-entry transfer facility has received an express acknowledgment from the participant in such book-entry transfer facility tendering the original notes that such participant has received and agrees to be bound by the terms of the letter of transmittal and that we may enforce such agreement against such participant.

The tender by a holder of original notes will constitute an agreement between such holder and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal.

Delivery of all documents must be made to the exchange agent at its address set forth below. Holders may also request their respective brokers, dealers, commercial banks, trust companies or nominees to effect such tender for such holders.

Each broker-dealer that receives new notes for its own account in exchange for original notes, where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. See "Plan of Distribution."

The method of delivery of original notes and the letter of transmittal and all other required documents to the exchange agent is at the election and risk of the holders. Instead of delivery by mail, it is recommended that holders use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure timely delivery to the exchange agent before 5:00 p.m., New York City time, on the expiration date. No letter of transmittal or original notes should be sent to us.

Only a holder of original notes may tender original notes in the exchange offer. The term "holder" with respect to the exchange offer means any person in whose name original notes are registered on our books or any other person who has obtained a properly completed bond power from the registered holder.

Any beneficial holder whose original notes are registered in the name of its broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact such registered holder promptly and instruct such registered holder to tender on its behalf. If such beneficial holder wishes to tender on its own behalf, such registered holder must, prior to completing and executing the letter of transmittal and delivering its original notes, either make appropriate arrangements to register ownership of the original notes in such holder's name or obtain a properly completed bond power from the registered holder. The transfer of record ownership may take considerable time.

Signatures on a letter of transmittal or a notice of withdrawal, must be guaranteed by an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, unless the original notes are tendered:

- by a registered holder who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal or
- for the account of an eligible guarantor institution.

In the event that signatures on a letter of transmittal or a notice of withdrawal are required to be guaranteed, such guarantee must be by an eligible guarantor institution.

If a letter of transmittal is signed by a person other than the registered holder of any original notes listed therein, such original notes must be endorsed or accompanied by appropriate bond powers and a proxy which authorizes such person to tender the original notes on behalf of the registered holder, in each case signed as the name of the registered holder or holders appears on the original notes.

If a letter of transmittal or any original notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and unless waived by us, evidence satisfactory to us of their authority so to act must be submitted with such letter of transmittal.

All questions as to the validity, form, eligibility, including time of receipt, and withdrawal of the tendered original notes will be determined by us in our sole discretion, which determination will be final and binding. We reserve the absolute right to reject any and all original notes not properly tendered or any original notes our acceptance of which, in the opinion of our counsel, would be

unlawful. We also reserve the absolute right to waive any irregularities or defects as to the original notes. If we waive any condition of the notes for any note holder, we will waive such condition for all note holders. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of original notes must be cured within such time as we shall determine. None of us, the exchange agent or any other person shall be under any duty to give notification of defects or irregularities with respect to tenders of original notes, nor shall any of them incur any liability for failure to give such notification. Tenders of original notes will not be deemed to have been made until such irregularities have been cured or waived. Any original notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the exchange agent to the tendering holders of original notes without cost to such holder, unless otherwise provided in the relevant letter of transmittal, as soon as practicable following the expiration date.

In addition, we reserve the absolute right in our sole discretion to:

- purchase or make offers for any original notes that remain outstanding subsequent to the expiration date or, as set forth under "Conditions," to terminate the exchange offer in accordance with the terms of the registration rights agreement; and

- to the extent permitted by applicable law, purchase original notes in the open market, in privately negotiated transactions or otherwise.

The terms of any such purchases or offers may differ from the terms of the exchange offer.

By tendering, each holder will represent to us that, among other things:

- such holder or other person is not our "affiliate," as defined under Rule 405 of the Securities Act, or, if such holder or other person is such an affiliate, will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable,

- the new notes acquired pursuant to the exchange offer are being obtained in the ordinary course of business of such holder or other person,

- neither such holder or other person has any arrangement or understanding with any person to participate in the distribution of such new notes in violation of the Securities Act, and

- if such holder is not a broker-dealer, neither such holder nor such other person is engaged in or intends to engage in a distribution of the new notes.

We understand that the exchange agent will make a request promptly after the date of this prospectus to establish accounts with respect to the original notes at The Depository Trust Company for the purpose of facilitating the exchange offer, and subject to the establishment of such accounts, any financial institution that is a participant in The Depository Trust Company's system may make book-entry delivery of original notes by causing The Depository Trust Company to transfer such original notes into the exchange agent's account with respect to the original notes in accordance with The Depository Trust Company's procedures for such transfer. Although delivery of the original notes may be effected through book-entry transfer into the exchange agent's account at The Depository Trust Company, a letter of transmittal properly completed and duly executed with any required signature guarantee, or an agent's message in lieu of a letter of transmittal, and all other required documents must in each case be transmitted to and received or confirmed by the exchange agent at its address set forth below on or prior to the expiration date, or, if the guaranteed delivery procedures described below are complied with, within the time period provided under such procedures. Delivery of documents to The Depository Trust Company does not constitute delivery to the exchange agent.

Guaranteed Delivery Procedures

Holders who wish to tender their original notes and

- whose original notes are not immediately available; or
- who cannot deliver their original notes, the letter of transmittal or any other required documents to the exchange agent prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer; or
- who cannot complete the procedures for delivery by book-entry transfer prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer, may effect a tender if:

    - the tender is made by or through an "eligible guarantor institution";
    - prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer, the exchange agent receives from such "eligible guarantor institution" a properly completed and duly executed Notice of Guaranteed Delivery, by facsimile transmission, mail or hand delivery, setting forth the name and address of the holder of the original notes, the certificate number or numbers of such original notes and the principal amount of original notes tendered, stating that the tender is being made thereby, and guaranteeing that, within three business days after the expiration date, a letter of transmittal, or facsimile thereof or agent's message in lieu of such letter of transmittal, together with the certificate(s) representing the original notes to be tendered in proper form for transfer and any other documents required by the letter of transmittal will be deposited by the eligible guarantor institution with the exchange agent; and
    - a properly completed and duly executed letter of transmittal (or facsimile thereof) together with the certificate(s) representing all tendered original notes in proper form for transfer or an agent's message in the case of delivery by book-entry transfer and all other documents required by the letter of transmittal are received by the exchange agent within three business days after the expiration date.

Withdrawal of Tenders

Except as otherwise provided in this prospectus, tenders of original notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

To withdraw a tender of original notes in the exchange offer, a written or facsimile transmission notice of withdrawal must be received by the exchange agent at its address set forth in this prospectus prior to 5:00 p.m., New York City time, on the expiration date. Any such notice of withdrawal must:

- specify the name of the depositor, who is the person having deposited the original notes to be withdrawn;
- identify the original notes to be withdrawn, including the certificate number or numbers and principal amount of such original notes or, in the case of original notes transferred by book-entry transfer, the name and number of the account at The Depository Trust Company to be credited;
- be signed by the depositor in the same manner as the original signature on the letter of transmittal by which such original notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the original notes register the transfer of such original notes into the name of the depositor withdrawing the tender; and
- specify the name in which any such original notes are to be registered, if different from that of the depositor.

All questions as to the validity, form and eligibility, including time of receipt, of such withdrawal notices will be determined by us, and our determination shall be final and binding on all parties. Any original notes so withdrawn will be deemed not to have been validly tendered for purposes of the exchange offer and no new notes will be issued with respect to the original notes withdrawn unless the original notes so withdrawn are validly retendered. Any original notes which have been tendered but which are not accepted for exchange will be returned to its holder without cost to such holder promptly after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn original notes may be retendered by following one of the procedures described above under "Exchange Offer Procedures" at any time prior to the expiration date.

Conditions

Notwithstanding any other term of the exchange offer, we will not be required to accept for exchange, or exchange, any new notes for any original notes, and may terminate or amend the exchange offer before the expiration date, if:

- in the opinion of our counsel, the exchange offer or any part thereof contemplated herein violates any applicable law or interpretation of the staff of the SEC;
- any action or proceeding shall have been instituted or threatened in any court or by any governmental agency which might materially impair our ability to proceed with the exchange offer or any material adverse development shall have occurred in any such action or proceeding with respect to us;
- any governmental approval has not been obtained, which approval we shall deem necessary for the consummation of the exchange offer as contemplated hereby;
- any cessation of trading on any securities exchange, or any banking moratorium, shall have occurred, as a result of which we are unable to proceed with the exchange offer; or
- a stop order shall have been issued by the SEC or any state securities authority suspending the effectiveness of the registration statement or proceedings shall have been initiated or, to our knowledge, threatened for that purpose.

If we determine in our reasonable discretion that any of the foregoing conditions exist, we may

- refuse to accept any original notes and return all tendered original notes to the tendering holders;
- extend the exchange offer and retain all original notes tendered prior to the expiration of the exchange offer, subject, however, to the rights of holders who tendered such original notes to withdraw their tendered original notes; or
- waive such condition, if permissible, with respect to the exchange offer and accept all properly tendered original notes which have not been withdrawn. If such waiver constitutes a material change to the exchange offer, we will promptly disclose such waiver by means of a prospectus supplement that will be distributed to the holders, and we will extend the exchange offer as required by applicable law.

Exchange Agent

We have appointed U.S. Bank National Association as exchange agent for the exchange offer. Please direct questions and requests for assistance, requests for additional copies of this prospectus or

of the letter of transmittal and requests for the notice of guaranteed delivery to U.S. Bank National Association addressed as follows:

By Mail, Overnight Courier or Hand Delivery:

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS2N
St. Paul, MN 55107
Attention: Specialized Finance Department
Reference: Beazer Homes USA, Inc. Exchange

By Facsimile:

(651) 495-8158
Attention: Specialized Finance Department
Reference: Beazer Homes USA, Inc. Exchange

To Confirm by Telephone or for Information:

(800) 934-6802
Reference: Beazer Homes USA, Inc. Exchange

U.S. Bank National Association is the trustee under the indenture governing the original notes and the new notes.

Fees and Expenses

We will pay the expenses of soliciting original notes for exchange. The principal solicitation is being made by mail by U.S. Bank National Association as exchange agent. However, additional solicitations may be made by telephone, facsimile or in person by our officers and regular employees and our affiliates and by persons so engaged by the exchange agent.

We will pay U.S. Bank National Association as exchange agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses in connection therewith and pay other registration expenses, including fees and expenses of the trustee under the indenture, filing fees, blue sky fees and printing and distribution expenses.

We will pay all transfer taxes, if any, applicable to the exchange of the original notes in connection with the exchange offer. If, however, certificates representing the new notes or the original notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the original notes tendered, or if tendered original notes are registered in the name of any person other than the person signing the letter of transmittal, or if a transfer tax is imposed for any reason other than the exchange of the original notes in this exchange offer, then the amount of any such transfer taxes, whether imposed on the registered holder or any other person, will be payable by the tendering holder.

Accounting Treatment

The new notes will be recorded at the same carrying value as the original notes as reflected in our accounting records on the date of exchange. Accordingly, no gain or loss for accounting purposes will be recognized by us. The expenses of the exchange offer and the unamortized expenses related to the issuance of the original notes will be amortized over the term of the new notes.

Consequences of Failure to Exchange

Holders of original notes who are eligible to participate in the exchange offer but who do not tender their original notes will not have any further registration rights, and their original notes will continue to be subject to restrictions on transfer of the original notes as described in the legend on the original notes as a consequence of the issuance of the original notes under exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, the original notes may not be offered or sold, unless registered under the Securities Act, except under an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws.

Regulatory Approvals

We do not believe that the receipt of any material federal or state regulatory approval will be necessary in connection with the exchange offer, other than the effectiveness of the exchange offer registration statement under the Securities Act.

Other

Participation in the exchange offer is voluntary and holders of original notes should carefully consider whether to accept the terms and condition of this exchange offer. Holders of the original notes are urged to consult their financial and tax advisors in making their own decisions on what action to take with respect to the exchange offer.

USE OF PROCEEDS

This exchange offer is intended to satisfy our obligations to register an exchange offer of the new notes for the original notes required by the registration rights agreement entered into in connection with the offering of the original notes. We will not receive any cash proceeds from the issuance of the new notes. In consideration for issuing the new notes, we will receive the outstanding original notes in like principal amount, the terms of which are identical in all material respects to the terms of the new notes, except as otherwise described herein. The original notes surrendered in exchange for the new notes will be retired and cancelled and cannot be reissued.

The net proceeds from the sale of the original notes after deducting the discounts and commissions to the initial purchasers and estimated offering expenses were approximately $343.0 million. A portion of the net proceeds that we received from the sale of the original notes was used to repay our existing $200 million term loan which bore interest at a variable rate (4.875% at June 8, 2005) and had a maturity date of June 2008 and the remainder will be used for general corporate purposes.

CAPITALIZATION

The following table sets forth our capitalization as of June 30, 2005 and as adjusted to give effect to the sale of the $50 million aggregate principal amount of original notes, net of discount, in July 2005. This table should be read in conjunction with our consolidated financial statements, including the notes thereto, incorporated herein by reference.

	As of June 30, 2005	
	Actual	As Adjusted
	($ in thousands)	
Debt:		
Revolving credit facility(1)	$ —	$ —
8 5/8% Senior Notes due 2011 (net of discount $2,021)	197,979	197,979
8 3/8% Senior Notes due 2012 (net of discount of $4,784)	345,216	345,216
6 1/2% Senior Notes due 2013 (net of discount of $1,599)	198,401	198,401
4 5/8% Convertible Senior Notes due 2024 (net of discount of $5,130)	174,870	174,870
Other notes	39,459	39,459
6.875% Notes from offering (net of discount of $5,426 and $5,926)	294,574	344,074
Total Debt	$ 1,250,499	$ 1,299,999
Stockholders' equity:		
Preferred stock, $.01 par value; 5,000,000 shares authorized and no shares issued and outstanding	$ —	$ —
Common stock, $.001 par value; 80,000,000 shares authorized; 41,670,858 shares issued and outstanding(2)	42	42
Additional paid-in capital	517,863	517,863
Retained earnings	830,095	830,095
Unearned restricted stock	(14,121)	(14,121)
Total stockholders' equity	$ 1,333,879	$ 1,333,879
Total capitalization	$ 2,584,378	$ 2,633,878

(1) As of June 30, 2005, there were no outstanding borrowings under our revolving credit facility. At that date, prior to and after giving effect to the sale of the $50 million aggregate principal amount of original notes in July 2005, we would have had available borrowings of $453.0 million under our revolving credit facility.

(2) Excludes an aggregate of 2,052,768 shares of our common stock reserved for outstanding options and restricted stock units under our Amended and Restated 1994 Stock Incentive Plan, Amended and Restated 1999 Stock Incentive Plan and our Non-Employee Director Stock Option Plan.

DESCRIPTION OF OTHER EXISTING INDEBTEDNESS

The revolving credit facility; the term loan

We entered into an amended and restated credit facility, dated as of May 28, 2004, among Beazer Homes, Bank One, NA, as agent, and the other banks party thereto which provides for a four-year revolving line of credit and a $200.0 million term loan. The term loan was repaid with a portion of the proceeds of the sale of the original notes.

The revolving credit facility provides for up to $550.0 million of unsecured borrowings, which may be increased to $800.0 million under certain circumstances. Borrowings under the revolving credit facility generally bear interest at a fluctuating rate based upon the corporate base rate of interest announced by Bank One, NA or LIBOR. All outstanding borrowings under the revolving credit facility will be due on June 1, 2008.

Available borrowings under the revolving credit facility are limited to certain percentages of homes under contract, unsold homes, land and accounts receivable. At June 30, 2005, we had no borrowings outstanding and had available borrowings of approximately $453.0 million under our revolving credit facility.

Our credit facility contains operating and financial covenants. These financial covenants are based on definitions contained in the credit facility. The financial covenants provide that our:

- minimum consolidated tangible net worth may not be less than $662.0 million plus 50% of net income earned after March 31, 2004 plus 50% of the net proceeds received after March 31, 2004 from the sale or issuance of our common equity. However, if we consummate an acquisition for a total consideration of $100.0 million or more, then our consolidated tangible net worth may not be less than 80% of our consolidated tangible net worth immediately following the acquisition plus 50% of net income earned after the acquisition plus 50% of the net proceeds received after the acquisition from the sale or issuance of our common equity;

- ratio of consolidated debt to consolidated net worth may not exceed 2.25 to 1 at any time our interest coverage ratio is at least 2.5 to 1. If our interest coverage ratio is less than 2.5 to 1, then our ratio of consolidated debt to consolidated net worth may not exceed 2.0 to 1;

- outstanding borrowing base debt may not exceed the borrowing base at any time the revolving credit facility and the term loan do not have an S&P rating of BBB- or higher or a Moody's rating of Baa3 or higher;

- interest coverage ratio must be at least 2.0 to 1.0; and

- ratio of adjusted land value to the sum of our consolidated tangible net worth plus 50% of our consolidated subordinated debt may not exceed 1.0 to 1.0.

For purposes of the last covenant described above, "adjusted land value" is defined as the book value of land owned by us and our subsidiaries, less (i) the sum of (a) the book value of finished lots subject to a contract of sale and (b) the lesser of (x) the product of the number of housing units with respect to which we and our subsidiaries entered into contracts of sale during the six-month period ending on the measurement date multiplied by the average book value of all finished lots as of such date and (y) 40% of consolidated tangible net worth as of such date.

We expect to comply with each of the financial and operational covenants in our amended and restated credit facility.

The credit facility does not restrict distributions to us by our subsidiaries.

The 8 5/8% senior notes

In May 2001, we issued $200.0 million principal amount of our 8 5/8% Senior Notes, which mature on May 15, 2011. All of our 8 5/8% Senior Notes are currently outstanding. Interest on the 8 5/8% Senior Notes is payable semiannually. We are permitted, at our option, to redeem the 8 5/8% Senior Notes in whole or in part at any time after May 15, 2006, at a redemption price initially set at 104.3125% of the principal amount, declining ratably to 100% of the principal amount thereof on or after May 15, 2009, in each case together with accrued interest. The 8 5/8% Senior Notes are unsecured and rank pari passu with, or senior in right of payment to, all our other existing and future indebtedness.

The indenture governing the 8 5/8% Senior Notes contains certain restrictive covenants, including covenants which restrict our ability and our subsidiaries ability from (i) declaring any dividends or making other distributions on, or redeeming our equity securities, including our common stock; (ii) redeeming or otherwise acquiring any of our subordinated indebtedness or certain indebtedness of our subsidiaries; (iii) making certain investments; (iv) incurring additional indebtedness; (v) selling or leasing assets or property not in the ordinary course of business; (vi) undergoing certain fundamental changes (such as mergers, consolidations and liquidations); (vii) creating certain liens; (viii) entering into certain transactions with affiliates; and (ix) imposing additional future restrictions on upstream payments from certain subsidiaries, all as set forth in the indenture governing the 8 5/8% Senior Notes. In addition, the indenture governing the 8 5/8% Senior Notes provides that in the event of defined changes in control or if our consolidated tangible net worth falls below a specified level or, in certain circumstances, upon sale of assets, we are required to make an offer to repurchase certain specific amounts of outstanding 8 5/8% Senior Notes.

The 8 3/8% senior notes

In April 2002, we issued $350.0 million principal amount of our 8 3/8% Senior Notes, which mature on April 15, 2012. All of our 8 3/8% Senior Notes are currently outstanding. Interest on the 8 3/8% Senior Notes is payable semiannually. We are permitted, at our option, to redeem the 8 3/8% Senior Notes in whole or in part at any time after April 15, 2007, at a redemption price initially set at 104.188% of the principal amount, declining ratably to 100% of the principal amount thereof on or after April 15, 2010, in each case together with accrued interest. A portion of the 8 3/8% Senior Notes may also be redeemed prior to April 2005 under certain conditions. The 8 3/8% Senior Notes are unsecured and rank pari passu with, or senior in right of payment to, all our other existing and future indebtedness.

The indenture governing the 8 3/8% Senior Notes contains certain restrictive covenants, including covenants which restrict our ability and our subsidiaries ability from (i) declaring any dividends or making other distributions on, or redeeming our equity securities, including our common stock; (ii) redeeming or otherwise acquiring any of our subordinated indebtedness or certain indebtedness of our subsidiaries; (iii) making certain investments; (iv) incurring additional indebtedness; (v) selling or leasing assets or property not in the ordinary course of business; (vi) undergoing certain fundamental changes (such as mergers, consolidations and liquidations); (vii) creating certain liens; (viii) entering into certain transactions with affiliates; and (ix) imposing additional future restrictions on upstream payments from certain subsidiaries, all as set forth in the indenture governing the 8 3/8% Senior Notes. In addition, the indenture governing the 8 3/8% Senior Notes provides that in the event of defined changes in control or if our consolidated tangible net worth falls below a specified level or, in certain circumstances, upon the sale of assets, we are required to make an offer to repurchase certain specific amounts of outstanding 8 3/8% Senior Notes.

The 6 1/2% senior notes

In November 2003 we issued $200.0 million principal amount of our 6 1/2% Senior Notes which mature on November 15, 2013. All of our 6 1/2% Senior Notes are currently outstanding. Interest on the

6 1/2% Senior Notes is payable semiannually. We are permitted, at our option, to redeem the 6 1/2% Senior Notes in whole or in part at any time after November 2008, at a redemption price initially set at 103.250% of the principal amount, declining ratably to 100% of the principal amount thereof on or after November 15, 2011, in each case together with accrued interest. We may redeem the 6 1/2% Senior Notes, in whole or in part, at any time before November 15, 2008 at a redemption price equal to the principal amount thereof plus a "make-whole" premium, plus accrued and unpaid interest. A portion of such notes may also be redeemed prior to November 15, 2006 under certain conditions. The 6 1/2% Senior Notes are unsecured and rank pari passu with, or senior in right of payment to, all our other existing and future indebtedness.

The indenture governing the 6 1/2% Senior Notes contains certain restrictive covenants, including covenants which restrict our ability and our subsidiaries ability from (i) declaring any dividends or making other distributions on, or redeeming our equity securities, including our common stock; (ii) redeeming or otherwise acquiring any of our subordinated indebtedness or certain indebtedness of our subsidiaries; (iii) making certain investments; (iv) incurring additional indebtedness; (v) selling or leasing assets or property not in the ordinary course of business; (vi) undergoing certain fundamental changes (such as mergers, consolidations and liquidations); (vii) creating certain liens; (viii) entering into certain transactions with affiliates; and (ix) imposing additional future restrictions on upstream payments from certain subsidiaries, all as set forth in the indenture governing the 6 1/2% Senior Notes. In addition, the indenture governing the 6 1/2% Senior Notes provides that in the event of defined changes in control or if our consolidated tangible net worth falls below a specified level or, in certain circumstances, upon the sale of assets, we are required to make an offer to repurchase certain specific amounts of outstanding 6 1/2% Senior Notes.

The 4 5/8% convertible senior notes

In June 2004 we issued $180.0 million principal amount of our 4 5/8% Convertible Senior Notes which mature on June 15, 2024. All of our 4 5/8% Convertible Senior Notes are currently outstanding. Interest on the 4 5/8% Convertible Senior Notes is payable semiannually. We are permitted, at our option, to redeem the 4 5/8% Convertible Senior Notes in whole or in part at any time on or after June 15, 2009, at a redemption price initially set at 101.321% of the principal amount, declining to 100% of the principal amount after June 15, 2011, plus accrued and unpaid interest, including contingent interest, if any, to such redemption date. Holders have the right to require us to purchase all or any portion of the Convertible Senior Notes for cash on June 15, 2011, June 15, 2014 and June 15, 2019 or if we undergo a fundamental change, as defined in the indenture governing such notes. If we are required by the holders to purchase the 4 5/8% Convertible Senior Notes, we will pay a purchase price equal to 100% of the principal amount of the notes to be purchased plus any accrued and unpaid interest, including contingent interest, if any, to such purchase date. The 4 5/8% Convertible Senior Notes are unsecured and rank pari passu with, or senior in right of payment to, all our other existing and future indebtedness.

If during any six month period from June 15 to December 14 or from December 15 to June 14 commencing on or after June 15, 2009 for which the average trading price of the notes for the applicable five trading day reference period equals or exceeds 120% of the principal amount of the notes as of the day immediately preceding the first day of the applicable six month interest period, we will be required to pay contingent interest to the holders of the 4 5/8% Convertible Senior Notes. The amount of contingent interest payable per $1,000 of principal amount in respect of any six month interest period will be equal to 0.25% of the average trading price of a note for the applicable five trading day reference period. The five trading day reference period means the five trading days ending on the second trading day immediately preceding the relevant six month interest period.

The 4 5/8% Convertible Senior Notes are convertible by holders into shares of our common stock at an initial conversion rate of 19.44 shares of our common stock per $1,000 principal amount (subject to

adjustment for customary reasons), representing an initial conversion price of $51.44 per share of common stock (adjusted for our March 2005 three-for-one stock split). The 4 5/8% Convertible Senior Notes are convertible if the price of our common stock is equal to or greater than 120% of the conversion price for 20 of the last 30 consecutive trading days of a calendar quarter and under certain other circumstances as more fully described in the indenture governing such notes.

The indenture governing the 4 5/8% Convertible Senior Notes contains certain restrictive covenants which limit our ability and our subsidiaries ability to merge or consolidate or to sell, lease or otherwise dispose of all or substantially all of our assets.

All of our significant subsidiaries are full and unconditional guarantors of the notes and our 8 5/8% Senior Notes, 8 3/8% Senior Notes, 6 1/2% Senior Notes and 4 5/8% Convertible Senior Notes and our obligations under our credit facility. Each significant subsidiary is a 100% owned subsidiary of ours. Certain of our title and warranty subsidiaries do not guarantee our senior notes or our credit facility.

DESCRIPTION OF THE NOTES

Definitions for certain defined terms may be found under "—Certain definitions" appearing below. References in this "Description of the notes" to the "Company" refer to Beazer Homes USA, Inc. only and not to any of its subsidiaries unless the context otherwise requires.

The original notes were, and the new notes will be, issued as a series of securities under an Indenture, dated April 17, 2002, and a Fifth Supplemental Indenture, dated as of June 8, 2005 (as so supplemented, the "Indenture"), among the Company, the Guarantors and U.S. Bank National Association (the "Trustee"). The following summaries of certain provisions of the Indenture do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all the provisions of the Indenture, including the definitions of certain terms therein. Wherever particular sections or defined terms of the Indenture not otherwise defined herein are referred to, such sections or defined terms shall be incorporated herein by reference. A copy of the Indenture will be made available to any holder of the notes upon request to the Company.

General

The original notes are, and the new notes will be, general unsecured senior obligations of the Company in the aggregate principal amount of $350 million. The Company may issue additional notes from time to time subject to the limitations set forth under "Certain covenants—Limitations on additional indebtedness." The original notes are, and the new notes will be, guaranteed by each of the Subsidiary Guarantors pursuant to the guarantees (the "Subsidiary Guarantees") described below. We refer herein to the new notes and the original notes collectively as the notes.

The Indebtedness represented by the notes ranks pari passu in right of payment with all existing and future unsecured Indebtedness of the Company that is not, by its terms, expressly subordinated in right of payment to the notes. The Subsidiary Guarantees are general unsecured obligations of the Subsidiary Guarantors and rank pari passu in right of payment with all existing and future unsecured Indebtedness of the Subsidiary Guarantors that is not, by its terms, expressly subordinated in right of payment to the Subsidiary Guarantees.

Substantially all of the operations of the Company are conducted through the Subsidiary Guarantors, which comprise all of the significant subsidiaries of the Company. As a result, the Company is dependent upon the earnings and cash flow of the Subsidiary Guarantors to meet its obligations, including obligations with respect to the notes.

Secured creditors of the Company will have a claim on the assets which secure the obligations of the Company to such creditors prior to claims of holders of the notes against those assets. At June 30, 2005, assuming we had issued the entire $350 million aggregate principal amount of notes as of such date, the total Indebtedness of the Company would have been approximately $1.3 billion, net of unamortized discount of $19.5 million, none of which was subordinated to the notes or the Subsidiary Guarantees. Secured creditors of the Subsidiary Guarantors will have a claim on the assets which secure the obligations of such Subsidiary Guarantors prior to claims of holders of the notes against those assets.

The Indenture relating to the notes contains certain limitations on the ability of the Company and its Restricted Subsidiaries to create Liens and incur additional Indebtedness. In addition to certain other Permitted Liens, the Company and its Restricted Subsidiaries may create Liens securing Indebtedness permitted under the Indenture, provided that the aggregate amount of Indebtedness secured by Liens (other than Non-Recourse Indebtedness secured by Liens) does not exceed 40% of Consolidated Tangible Assets. As of the Issue Date, each of the Company's Subsidiaries, other than minor Subsidiaries and those Subsidiaries specifically named in the definition of "Unrestricted

Subsidiary," will be a Restricted Subsidiary. See "Certain covenants—Limitations on additional indebtedness."

The original notes bear interest, and the new notes will bear interest, at the rate of $6^{7}/_{8}$% per annum from June 8, 2005, or as to the new notes, from the last interest payment date on which interest was paid on the original notes surrendered in exchange for the new notes, payable on January 15 and July 15 of each year, commencing on January 15, 2006, to holders of record (the "Holders") at the close of business on January 1 or July 1, as the case may be, immediately preceding the respective interest payment date. Holders of original notes that are accepted for exchange will be deemed to have waived the right to receive payment in respect of interest on such original notes accrued to the date of issuance of the new notes. The notes will mature on July 15, 2015, and will be issued in denominations of $1,000 and integral multiples thereof.

Principal, premium, if any, and interest on the notes will be payable, and the notes may be presented for registration of transfer or exchange, at the offices of the Trustee. Payments must be paid by check mailed to the registered addresses of the Holders. The Holders must surrender their notes to the Paying Agent to collect principal payments. The Company may require payment of a sum sufficient to cover any transfer tax or other governmental charge payable in connection with certain transfers or exchanges of the notes. Initially, the Trustee will act as the Paying Agent and the Registrar under the Indenture. The Company may subsequently act as the Paying Agent and/or the Registrar and the Company may change any Paying Agent and/or any Registrar without prior notice to the Holders.

Optional redemption

The Company may redeem all or any portion of the notes at any time and from time to time on or after July 15, 2010 and prior to maturity at the following redemption prices (expressed in percentages of the principal amount thereof) together, in each case, with accrued and unpaid interest to the date fixed for redemption, if redeemed during the 12-month period beginning on July 15 of each year indicated below:

Year	Percentage
2010	103.438%
2011	102.292%
2012	101.146%
2013 and thereafter	100.000%

In addition, on or prior to July 15, 2008, the Company may, at its option, redeem up to 35% of the aggregate principal amount of notes issued under the Indenture with the net proceeds of an Equity Offering at 106.875% of the principal amount thereof plus accrued and unpaid interest, if any, to the date fixed for redemption; provided, that at least 65% of the aggregate principal amount of the notes issued under the Indenture remain outstanding after such redemption.

Prior to July 15, 2010, we may at our option redeem the notes, in whole or in part, at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus the Applicable Premium as of, and accrued and unpaid interest to, the redemption date (subject to the right of Holders on the relevant record date to receive interest due on the relevant interest payment date). Notice of such redemption must be mailed by first class mail to each Holder's registered address, not less than 30 nor more than 60 days prior to the redemption date.

"Applicable Premium" means, with respect to a note at any redemption date, the greater of (i) 1.00% of the principal amount of such note and (ii) the excess of (A) the present value at such redemption date of (1) the redemption price of such note on July 15, 2010 (such redemption price being described in the second paragraph of this "—Optional redemption" section exclusive of any accrued interest) plus (2) all required remaining scheduled interest payments due on such note through

July 15, 2010 (but excluding accrued and unpaid interest to the redemption date), computed using a discount rate equal to the Adjusted Treasury Rate, over (B) the principal amount of such note on such redemption date.

"Adjusted Treasury Rate" means, with respect to any redemption date, (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after July 15, 2010, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (ii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date, in each case calculated on the third Business Day immediately preceding the redemption date, plus 0.50% per annum.

"Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the notes from the redemption date to July 15, 2010, that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a maturity most nearly equal to July 15, 2010.

"Comparable Treasury Price" means, with respect to any redemption date, if clause (ii) of the Adjusted Treasury Rate is applicable, the average of three, or such lesser number as is obtained by the Trustee, Reference Treasury Dealer Quotations for such redemption date.

"Quotation Agent" means the Reference Treasury Dealer selected by the Trustee after consultation with the Company.

"Reference Treasury Dealer" means UBS Securities LLC and its successors and assigns, and two other nationally recognized investment banking firms selected by the Company that are primary U.S. Government securities dealers.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day immediately preceding such redemption date.

In the event less than all of the notes are to be redeemed at any time, selection of the notes to be redeemed will be made by the Trustee from among the outstanding notes on a pro rata basis, by lot or by any other method permitted by the Indenture. Notice of redemption will be mailed at least 15 days but not more than 60 days before the redemption date to each Holder whose notes are to be redeemed at the registered address of such Holder. On and after the redemption date, interest will cease to accrue on the notes or portions thereof called for redemption.

Mandatory offers to purchase the notes

The Indenture requires the Company

(i) to offer to purchase all of the outstanding notes upon a Change of Control of the Company,

(ii) to offer to purchase a portion of the outstanding notes using Net Proceeds neither used to repay certain Indebtedness nor used or invested as provided in the Indenture, or

(iii) to offer to purchase 10% of the original outstanding principal amount of the notes in the event that, at the end of any two consecutive fiscal quarters, the Company's Consolidated Tangible Net Worth is less than $85 million; provided that no such offer shall be required if, following such two fiscal quarters but prior to the date the Company is required to make such offer, capital in cash or cash equivalents is contributed to the Company in an Equity Offering sufficient to increase the Company's Consolidated Tangible Net Worth after giving effect to such contribution to an amount equal to or greater than $85 million. See "Certain covenants—Change of control," "—Disposition of proceeds of asset sales" and "—Maintenance of consolidated tangible net worth."

None of the provisions relating to an offer to purchase is waivable by the Board of Directors of the Company. If an offer to purchase upon a Change of Control or otherwise were to be required, there can be no assurance that the Company would have sufficient funds to pay the purchase price for all notes that the Company is required to purchase. In addition, the Company's ability to finance the purchase of notes may be limited by the terms of its then existing borrowing agreements. Failure by the Company to purchase the notes when required will result in an Event of Default with respect to the notes.

If an offer is made to purchase notes as a result of a Change of Control or otherwise, the Company will comply with applicable law, including, without limitation, Section 14(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 14e-1 thereunder, if applicable.

The Change of Control feature of the notes may in certain circumstances make more difficult or discourage a takeover of the Company and, thus, the removal of incumbent management. The Change of Control feature, however, is not the result of management's knowledge of any specific effort to obtain control of the Company by means of a merger, tender offer, solicitation or otherwise, or part of a plan by management to adopt a series of anti-takeover provisions.

The subsidiary guarantees

Each of the Subsidiary Guarantors will (so long as they remain Subsidiaries of the Company) unconditionally guarantee on a joint and several basis all of the Company's obligations under the notes, including its obligations to pay principal, premium, if any, and interest with respect to the notes. Each of the Subsidiary Guarantees will be an unsecured obligation of the Subsidiary Guarantors and will rank pari passu with all existing and future unsecured Indebtedness of such Subsidiary Guarantors that is not, by its terms, expressly subordinated in right of payment to the Subsidiary Guarantee. Except as provided in "Certain covenants" below, the Company is not restricted from selling or otherwise disposing of any of the Subsidiary Guarantors.

The Indenture provides that each Restricted Subsidiary (other than, in the Company's discretion, any Restricted Subsidiary the assets of which have a book value of not more than $5 million) is a Subsidiary Guarantor and, at the Company's discretion, any Unrestricted Subsidiary may be a Subsidiary Guarantor.

The Indenture provides that if all or substantially all of the assets of any Subsidiary Guarantor or all of the capital stock of any Subsidiary Guarantor is sold (including by issuance or otherwise) by the Company or any of its Subsidiaries in a transaction constituting an Asset Sale, and if the Net Proceeds from such Asset Sale are used in accordance with the covenant "Disposition of proceeds of asset sales," then such Subsidiary Guarantor (in the event of a sale or other disposition of all of the capital stock of such Subsidiary Guarantor) or the corporation acquiring such assets (in the event of a sale or

other disposition of all or substantially all of the assets of such Subsidiary Guarantor) shall be released and discharged of its Subsidiary Guarantee obligations.

Upon the release of a guarantee by a Subsidiary Guarantor under all then outstanding Applicable Debt, at any time after the suspension of certain covenants as provided below under the caption "Limitation of applicability of certain covenants if the notes are rated investment grade," the Subsidiary Guarantee of such Subsidiary Guarantor under the Indenture will be released and discharged at such time and no Restricted Subsidiary thereafter acquired or created will be required to be a Subsidiary Guarantor; provided that the foregoing shall not apply to any release of any Subsidiary Guarantor done in contemplation of, or in connection with, any cessation of the notes being rated Investment Grade. In the event that (1) any such released Subsidiary Guarantor thereafter guarantees any Applicable Debt (or if any released guarantee under any Applicable Debt is reinstated or renewed) or (2) the Extinguished Covenants (as defined in "Limitation of applicability of certain covenants if the notes are rated investment grade") cease to be suspended as described under "Limitation of applicability of certain covenants if the notes are rated investment grade," then any such released Subsidiary Guarantor and any other Restricted Subsidiary of the Company then existing will guarantee the notes on the terms and conditions set forth in the Indenture.

"Applicable Debt" means all Indebtedness of the Company or any of its Restricted Subsidiaries (i) under the Bank Credit Facility or (ii) that is publicly traded (including in the Rule 144A market), including without limitation the Company's senior notes and senior subordinated notes outstanding on the Issue Date. For purposes of the above provision, Applicable Debt secured by a Lien on such Restricted Subsidiary's property or issued by such Restricted Subsidiary shall be deemed guaranteed by such Restricted Subsidiary.

Certain definitions

Set forth below is a summary of certain of the defined terms used in the Indenture. Reference is made to the Indenture for the full definition of all terms used in the Indenture.

"Acquisition Indebtedness" means Indebtedness of any Person and its Subsidiaries existing at the time such Person became a Subsidiary of the Company (or such Person is merged with or into the Company or one of the Company's Subsidiaries) or assumed in connection with the acquisition of assets from any such Person, including, without limitation, Indebtedness Incurred in connection with, or in contemplation of (a) such Person being merged with or into or becoming a Subsidiary of the Company or one of its Subsidiaries (but excluding Indebtedness of such Person which is extinguished, retired or repaid in connection with such Person being merged with or into or becoming a Subsidiary of the Company or one of its Subsidiaries) or (b) such acquisition of assets from any such Person.

"Affiliate" of any Person means any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. For purposes of the Indenture, each executive officer and director of the Company and each Subsidiary of the Company will be an Affiliate of the Company. In addition, for purposes of the Indenture, control of a Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, the term "Affiliate" will not include, with respect to the Company or any Restricted Subsidiary which is a Wholly Owned Subsidiary of the Company, any Restricted Subsidiary which is a Wholly Owned Subsidiary of the Company.

"Asset Sale" for any Person means the sale, lease, conveyance or other disposition (including, without limitation, by merger, consolidation or sale and leaseback transaction, and whether by operation of law or otherwise) of any of that Person's assets (including, without limitation, the sale or other disposition of Capital Stock of any Subsidiary of such Person, whether by such Person or such Subsidiary), whether owned on the date of the Indenture or subsequently acquired in one transaction

or a series of related transactions, in which such Person and/or its Subsidiaries receive cash and/or other consideration (including, without limitation, the unconditional assumption of Indebtedness of such Person and/or its Subsidiaries) having an aggregate Fair Market Value of $500,000 or more as to each such transaction or series of related transactions; provided, however, that

(i) a transaction or series of related transactions that results in a Change of Control shall not constitute an Asset Sale,

(ii) sales of homes in the ordinary course of business will not constitute Asset Sales,

(iii) sales, leases, conveyances or other dispositions, including, without limitation, exchanges or swaps of real estate in the ordinary course of business, for development of the Company's or any of its Subsidiaries' projects, will not constitute Asset Sales,

(iv) sales, leases, sale-leasebacks or other dispositions of amenities, model homes and other improvements at the Company's or its Subsidiaries' projects in the ordinary course of business will not constitute Asset Sales, and

(v) transactions between the Company and any of its Restricted Subsidiaries which are Wholly Owned Subsidiaries, or among such Restricted Subsidiaries which are Wholly Owned Subsidiaries of the Company, will not constitute Asset Sales.

"Bank Credit Facility" means the credit facility among the Company, as borrower thereunder, the Subsidiary Guarantors and the financial institutions named therein, as such facility may be amended, restated, supplemented or otherwise modified from time to time, and includes any facility extending the maturity of, refinancing or restructuring (including, without limitation, the inclusion of additional borrowers thereunder that are Unrestricted Subsidiaries) all or any portion of, the Indebtedness under such facility or any successor facilities and includes any facility with one or more lenders refinancing or replacing all or any portion of the Indebtedness under such facility or any successor facilities.

"Bankruptcy Law" means title 11 of the United States Code, as amended, or any similar federal or state law for the relief of debtors.

"Business Day" means any day other than a Legal Holiday.

"Capital Stock" of any Person means any and all shares, rights to purchase, warrants or options (whether or not currently exercisable), participations, or other equivalents of or interests in (however designated and whether voting or non-voting) the equity (which includes, but is not limited to, common stock, preferred stock and partnership and joint venture interests) of such Person (excluding any debt securities that are convertible into, or exchangeable for, such equity).

"Capitalized Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such obligation will be the capitalized amount thereof determined in accordance with GAAP.

"Change of Control" means any of the following:

(i) the sale, lease, conveyance or other disposition of all or substantially all of the Company's assets as an entirety or substantially as an entirety to any Person or "group" (within the meaning of Section 13(d)(3) of the Exchange Act) in one or a series of transactions; provided that a transaction where the holders of all classes of Common Equity of the Company immediately prior to such transaction own, directly or indirectly, 50% or more of the aggregate voting power of all classes of Common Equity of such Person or group immediately after such transaction will not be a Change of Control;

(ii) the acquisition by the Company and/or any of its Subsidiaries of 50% or more of the aggregate voting power of all classes of Common Equity of the Company in one transaction or a series of related transactions;

(iii) the liquidation or dissolution of the Company; provided that a liquidation or dissolution of the Company which is part of a transaction or series of related transactions that does not constitute a Change of Control under the "provided" clause of clause (i) above will not constitute a Change of Control under this clause (iii);

(iv) any transaction or a series of related transactions (as a result of a tender offer, merger, consolidation or otherwise) that results in, or that is in connection with, (a) any Person, including a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) acquiring "beneficial ownership" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% or more of the aggregate voting power of all classes of Common Equity of the Company or of any Person that possesses "beneficial ownership" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% or more of the aggregate voting power of all classes of Common Equity of the Company or (b) less than 50% (measured by the aggregate voting power of all classes) of the Common Equity of the Company being registered under Section 12(b) or 12(g) of the Exchange Act; or

(v) a majority of the Board of Directors of the Company not being comprised of Continuing Directors.

"Common Equity" of any Person means all Capital Stock of such Person that is generally entitled to (i) vote in the election of directors of such Person, or (ii) if such Person is not a corporation, vote or otherwise participate in the selection of the governing body, partners, managers or others that will control the management and policies of such Person.

"Consolidated Cash Flow Available for Fixed Charges" of the Company and its Restricted Subsidiaries means for any period, the sum of the amounts for such period of

(i) Consolidated Net Income, plus

(ii) Consolidated Income Tax Expense (without regard to income tax expense or credits attributable to extraordinary and nonrecurring gains or losses on Asset Sales), plus

(iii) Consolidated Interest Expense, plus

(iv) all depreciation, and, without duplication, amortization (including, without limitation, capitalized interest amortized to cost of sales), plus

(v) all other non-cash items reducing Consolidated Net Income during such period,

minus all other non-cash items increasing Consolidated Net Income during such period; all as determined on a consolidated basis for the Company and its Restricted Subsidiaries in accordance with GAAP.

"Consolidated Fixed Charge Coverage Ratio" of the Company means, with respect to any determination date, the ratio of (i) Consolidated Cash Flow Available for Fixed Charges of the Company for the prior four full fiscal quarters for which financial results have been reported immediately preceding the determination date, to (ii) the aggregate Consolidated Interest Incurred of the Company for the prior four full fiscal quarters for which financial results have been reported immediately preceding the determination date; provided that

(1) with respect to any Indebtedness Incurred during, and remaining outstanding at the end of, such four full fiscal quarter period, such Indebtedness will be assumed to have been incurred as of the first day of such four full fiscal quarter period,

(2) with respect to Indebtedness repaid (other than a repayment of revolving credit obligations repaid solely out of operating cash flows) during such four full fiscal quarter period, such Indebtedness will be assumed to have been repaid on the first day of such four full fiscal quarter period,

(3) with respect to the Incurrence of any Acquisition Indebtedness, such Indebtedness and any proceeds therefrom will be assumed to have been Incurred and applied as of the first day of such four full fiscal quarter period, and the results of operations of any Person and any Subsidiary of such Person that, in connection with or in contemplation of such Incurrence, becomes a Subsidiary of the Company or is merged with or into the Company or one of the Company's Subsidiaries or whose assets are acquired, will be included, on a pro forma basis, in the calculation of the Consolidated Fixed Charge Coverage Ratio as if such transaction had occurred on the first day of such four full fiscal quarter period, and

(4) with respect to any other transaction pursuant to which any Person becomes a Subsidiary of the Company or is merged with or into the Company or one of the Company's Subsidiaries or pursuant to which any Person's assets are acquired, such Consolidated Fixed Charge Coverage Ratio shall be calculated on a pro forma basis as if such transaction had occurred on the first day of such four full fiscal quarter period, but only if such transaction would require a pro forma presentation in financial statements prepared pursuant to Rule 11-02 of Regulation S-X under the Securities Act.

"Consolidated Income Tax Expense" of the Company for any period means the income tax expense of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"Consolidated Interest Expense" of the Company for any period means the Interest Expense of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"Consolidated Interest Incurred" of the Company for any period means the Interest Incurred of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"Consolidated Net Income" of the Company for any period means the aggregate net income (or loss) of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP; provided that there will be excluded from such net income (to the extent otherwise included therein), without duplication:

(i) the net income (or loss) of any Person (other than a Restricted Subsidiary) in which any Person (including, without limitation, an Unrestricted Subsidiary) other than the Company or any Restricted Subsidiary has an ownership interest, except to the extent that any such income has actually been received by the Company or any Restricted Subsidiary in the form of cash dividends or similar cash distributions during such period, or in any other form but converted to cash during such period,

(ii) except to the extent includable in Consolidated Net Income pursuant to the foregoing clause (i), the net income (or loss) of any Person that accrued prior to the date that (a) such Person becomes a Restricted Subsidiary or is merged with or into or consolidated with the Company or any of its Restricted Subsidiaries or (b) the assets of such Person are acquired by the Company or any of its Restricted Subsidiaries,

(iii) the net income of any Restricted Subsidiary to the extent that (but only so long as) the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of that income is not permitted by operation of the terms of its charter or any agreement, instrument,

judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary during such period,

(iv) in the case of a successor to the Company by consolidation, merger or transfer of its assets, any earnings of the successor prior to such merger, consolidation or transfer of assets and

(v) the gains (but not losses) realized during such period by the Company or any of its Restricted Subsidiaries resulting from (a) the acquisition of securities issued by the Company or extinguishment of Indebtedness of the Company or any of its Restricted Subsidiaries, (b) Asset Sales by the Company or any of its Restricted Subsidiaries and (c) other extraordinary items realized by the Company or any of its Restricted Subsidiaries.

Notwithstanding the foregoing, in calculating Consolidated Net Income, the Company will be entitled to take into consideration the tax benefits associated with any loss described in clause (v) of the preceding sentence, but only to the extent such tax benefits are actually recognized by the Company or any of its Restricted Subsidiaries during such period; provided, further, that there will be included in such net income, without duplication, the net income of any Unrestricted Subsidiary to the extent such net income is actually received by the Company or any of its Restricted Subsidiaries in the form of cash dividends or similar cash distributions during such period, or in any other form but converted to cash during such period.

"Consolidated Tangible Assets" of the Company as of any date means the total amount of assets of the Company and its Restricted Subsidiaries (less applicable reserves) on a consolidated basis at the end of the fiscal quarter immediately preceding such date, as determined in accordance with GAAP, less: (i) Intangible Assets and (ii) appropriate adjustments on account of minority interests of other Persons holding equity investments in Restricted Subsidiaries, in the case of each of clauses (i) and (ii) above, as reflected on the consolidated balance sheet of the Company and its Restricted Subsidiaries as of the end of the fiscal quarter immediately preceding such date.

"Consolidated Tangible Net Worth" of the Company as of any date means the stockholders' equity (including any Preferred Stock that is classified as equity under GAAP, other than Disqualified Stock) of the Company and its Restricted Subsidiaries on a consolidated basis at the end of the fiscal quarter immediately preceding such date, as determined in accordance with GAAP, plus any amount of unvested deferred compensation included, in accordance with GAAP, as an offset to stockholders' equity, less the amount of Intangible Assets reflected on the consolidated balance sheet of the Company and its Restricted Subsidiaries as of the end of the fiscal quarter immediately preceding such date.

"Continuing Director" means at any date a member of the Board of Directors of the Company who

(i) was a member of the Board of Directors of the Company on the initial issuance date of the notes under the Indenture or

(ii) was nominated for election or elected to the Board of Directors of the Company with the affirmative vote of at least a majority of the directors who were Continuing Directors at the time of such nomination or election.

"Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

"Default" means any event, act or condition that is, or after notice or the passage of time, or both, would be, an Event of Default.

"Disqualified Stock" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event,

matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the final maturity date of the notes; provided that any Capital Stock which would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require the Company to repurchase or redeem such Capital Stock upon the occurrence of a change of control occurring prior to the final maturity of the notes will not constitute Disqualified Stock if the change of control provisions applicable to such Capital Stock are no more favorable to the holders of such Capital Stock than the "Change of Control" covenant set forth in the Indenture and such Capital Stock specifically provides that the Company will not repurchase or redeem (or be required to repurchase or redeem) any such Capital Stock pursuant to such provisions prior to the Company's repurchase of notes pursuant to the "Change of Control" covenant set forth in the Indenture.

"Disqualified Stock Dividend" of any Person means, for any dividend payable with regard to Disqualified Stock issued by such Person, the amount of such dividend multiplied by a fraction, the numerator of which is one and the denominator of which is one minus the maximum statutory combined federal, state and local income tax rate (expressed as a decimal number between 1 and 0) then applicable to such Person.

"Equity Offering" means a public or private equity offering or sale by the Company for cash of Capital Stock, other than an offering or sale of Disqualified Stock.

"Event of Default" has the meaning set forth in "Description of the notes—Events of default."

"Existing Indebtedness" means all of the Indebtedness of the Company and its Subsidiaries that is outstanding on the date of the Indenture.

"Fair Market Value" with respect to any asset or property means the sale value that would be obtained in an arm's length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy. Fair Market Value shall be determined by the Board of Directors of the Company acting in good faith and shall be evidenced by a board resolution (certified by the Secretary or Assistant Secretary of the Company) delivered to the Trustee.

"GAAP" means generally accepted accounting principles set forth in the opinions and interpretations of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and interpretations of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States, as in effect on April 17, 2002.

"Hedging Obligations" of any Person means the obligations of such Person pursuant to any interest rate swap agreement, foreign currency exchange agreement, interest rate collar agreement, option or futures contract or other similar agreement or arrangement relating to interest rates or foreign exchange rates.

"Holder" means a Person in whose name a note is registered in the Security Register.

"Incur" means to, directly or indirectly, create, incur, assume, guarantee, extend the maturity of, or otherwise become liable with respect to any Indebtedness; provided, however, that neither the accrual of interest (whether such interest is payable in cash or kind) nor the accretion of original issue discount shall be considered an Incurrence of Indebtedness.

"Indebtedness" of any Person at any date means, without duplication,

(i) all indebtedness of such Person for borrowed money (whether or not the recourse of the lender is to the whole of the assets of such Person or only to a portion thereof),

(ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments,

(iii) all fixed obligations of such Person in respect of letters of credit or other similar instruments (or reimbursement obligations with respect thereto), other than standby letters of credit issued for the benefit of, or surety and performance bonds issued by, such Person in the ordinary course of business,

(iv) all obligations of such Person with respect to Hedging Obligations (other than those that fix or cap the interest rate on variable rate Indebtedness otherwise permitted by the Indenture or that fix the exchange rate in connection with Indebtedness denominated in a foreign currency and otherwise permitted by the Indenture),

(v) all obligations of such Person to pay the deferred and unpaid purchase price of property or services, including, without limitation, all conditional sale obligations of such Person and all obligations under any title retention agreement; provided, however, that (a) any obligations described in the foregoing clause (v) which are non-interest bearing and which have a maturity of not more than six months from the date of Incurrence thereof shall not constitute Indebtedness and (b) trade payables and accrued expenses Incurred in the ordinary course of business shall not constitute Indebtedness,

(vi) all Capitalized Lease Obligations of such Person,

(vii) all Indebtedness of others secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person,

(viii) all Indebtedness of others guaranteed by, or otherwise the liability of, such Person to the extent of such guarantee or liability, and

(ix) all Disqualified Stock issued by such Person (the amount of Indebtedness represented by any Disqualified Stock will equal the greater of the voluntary or involuntary liquidation preference plus accrued and unpaid dividends).

The amount of Indebtedness of any Person at any date will be

(a) the outstanding balance at such date of all unconditional obligations as described above,

(b) the maximum liability of such Person for any contingent obligations under clause (viii) above and

(c) in the case of clause (vii) (if the Indebtedness referred to therein is not assumed by such Person), the lesser of the (A) Fair Market Value of all assets subject to a Lien securing the Indebtedness of others on the date that the Lien attaches and (B) amount of the Indebtedness secured.

"Independent Financial Advisor" means an accounting, appraisal or investment banking firm of nationally recognized standing that is, in the reasonable judgment of the Company's Board of Directors, (i) qualified to perform the task for which it has been engaged, and (ii) disinterested and independent, in a direct and indirect manner, of the parties to the Affiliate Transaction with respect to which such firm has been engaged.

"Intangible Assets" of the Company means all unamortized debt discount and expense, unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights and all other items which would be treated as intangibles on the consolidated balance sheet of the Company and its Restricted Subsidiaries prepared in accordance with GAAP.

"Interest Expense" of any Person for any period means, without duplication, the aggregate amount of (i) interest which, in conformity with GAAP, would be set opposite the caption "interest expense" or any like caption on an income statement for such Person (including, without limitation, imputed interest included on Capitalized Lease Obligations, all commissions, discounts and other fees and charges owed with respect to letters of credit securing financial obligations and bankers' acceptance financing, the net costs associated with Hedging Obligations, amortization of other financing fees and expenses, the interest portion of any deferred payment obligation, amortization of discount or premium, if any, and all other non-cash interest expense other than interest and other charges amortized to cost of sales) and includes, with respect to the Company and its Restricted Subsidiaries, without duplication (including duplication of the foregoing items), all interest amortized to cost of sales for such period, and (ii) the amount of Disqualified Stock Dividends recognized by the Company on any Disqualified Stock whether or not paid during such period.

"Interest Incurred" of any Person for any period means, without duplication, the aggregate amount of (i) interest which, in conformity with GAAP, would be set opposite the caption "interest expense" or any like caption on an income statement for such Person (including, without limitation, imputed interest included on Capitalized Lease Obligations, all commissions, discounts and other fees and charges owed with respect to letters of credit securing financial obligations and bankers' acceptance financing, the net costs associated with Hedging Obligations, amortization of other financing fees and expenses, the interest portion of any deferred payment obligation, amortization of discount or premium, if any, and all other noncash interest expense other than interest and other charges amortized to cost of sales) and includes, with respect to the Company and its Restricted Subsidiaries, without duplication (including duplication of the foregoing items), all interest capitalized for such period, all interest attributable to discontinued operations for such period to the extent not set forth on the income statement under the caption "interest expense" or any like caption, and all interest actually paid by the Company or a Restricted Subsidiary under any guarantee of Indebtedness (including, without limitation, a guarantee of principal, interest or any combination thereof) of any other Person during such period and (ii) the amount of Disqualified Stock Dividends recognized by the Company on any Disqualified Stock whether or not declared during such period.

"Investment Grade" means, with respect to a debt rating of the notes, a rating of Baa3 or higher by Moody's together with a rating of BBB- or higher by S&P or, in the event S&P or Moody's or both shall cease rating the notes (for reasons outside the control of the Company) and the Company shall select any other Rating Agency, the equivalent of such ratings by such other Rating Agency.

"Investments" of any Person means all (i) investments by such Person in any other Person in the form of loans, advances or capital contributions, (ii) guarantees of Indebtedness or other obligations of any other Person by such Person, (iii) purchases (or other acquisitions for consideration) by such Person of Indebtedness, Capital Stock or other securities of any other Person and (iv) other items that would be classified as investments on a balance sheet of such Person determined in accordance with GAAP.

"Issue Date" means the initial date of issuance of the notes under the Indenture.

"Legal Holiday" means Saturday, Sunday or a day on which banking institutions in New York, New York, Chicago, Illinois, or at a place of payment are authorized or obligated by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment shall be made at that place on the next succeeding day that is not a Legal Holiday.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or other similar encumbrance of any kind upon or in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including, without limitation, any conditional sale or other title retention agreement, and any lease in the nature thereof, any option or other agreement to sell,

and any filing of, or agreement to give, any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction).

"Material Subsidiary" means any Subsidiary of the Company which accounted for 5% or more of the Consolidated Tangible Assets or Consolidated Cash Flow Available for Fixed Charges of the Company on a consolidated basis for the fiscal year ending immediately prior to any Default or Event of Default.

"Moody's" means Moody's Investors Service, Inc. or any successor to its debt rating business.

"Net Proceeds" means

(i) cash (in U.S. dollars or freely convertible into U.S. dollars) received by the Company or any Restricted Subsidiary from an Asset Sale net of

(a) all brokerage commissions, investment banking fees and all other fees and expenses (including, without limitation, fees and expenses of counsel, financial advisors, accountants and investment bankers) related to such Asset Sale,

(b) provisions for all income and other taxes measured by or resulting from such Asset Sale of the Company or any of its Restricted Subsidiaries,

(c) payments made to retire Indebtedness that was incurred in accordance with the Indenture and that either (1) is secured by a Lien incurred in accordance with the Indenture on the property or assets sold or (2) is required in connection with such Asset Sale to the extent actually repaid in cash,

(d) amounts required to be paid to any Person (other than the Company or a Restricted Subsidiary) owning a beneficial interest in the assets subject to the Asset Sale and

(e) appropriate amounts to be provided by the Company or any Restricted Subsidiary thereof, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by the Company or any Restricted Subsidiary thereof, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations or post-closing purchase price adjustments associated with such Asset Sale, all as reflected in an Officers' Certificate delivered to the Trustee, and

(ii) all non-cash consideration received by the Company or any of its Restricted Subsidiaries from such Asset Sale upon the liquidation or conversion of such consideration into cash, without duplication, net of all items enumerated in subclauses (a) through (e) of clause (i) hereof.

"Non-Recourse Indebtedness" with respect to any Person means Indebtedness of such Person for which (i) the sole legal recourse for collection of principal and interest on such Indebtedness is against the specific property identified in the instruments evidencing or securing such Indebtedness and such property was acquired with the proceeds of such Indebtedness or such Indebtedness was Incurred within 90 days after the acquisition of such property and (ii) no other assets of such Person may be realized upon in collection of principal or interest on such Indebtedness.

"Officer" means the chairman, the chief executive officer, the president, the chief financial officer, the chief operating officer, the chief accounting officer, the treasurer, or any assistant treasurer, the controller, the secretary, any assistant secretary or any vice president of a Person.

"Officers' Certificate" means a certificate signed by two Officers, one of whom must be the Person's chief executive officer, chief operating officer, chief financial officer or chief accounting officer.

"Paying Agent" means any office or agency where notes and the Subsidiary Guarantees may be presented for payment.

"Permitted Investments" of any Person means Investments of such Person in

(i) direct obligations of the United States or any agency thereof or obligations guaranteed by the United States or any agency thereof, in each case maturing within 180 days of the date of acquisition thereof,

(ii) certificates of deposit maturing within 180 days of the date of acquisition thereof issued by a bank, trust company or savings and loan association which is organized under the laws of the United States or any state thereof having capital, surplus and undivided profits aggregating in excess of $250 million and a Keefe Bank Watch Rating of C or better,

(iii) certificates of deposit maturing within 180 days of the date of acquisition thereof issued by a bank, trust company or savings and loan association organized under the laws of the United States or any state thereof other than banks, trust companies or savings and loan associations satisfying the criteria in (ii) above, provided that the aggregate amount of all certificates of deposit issued to the Company at any one time by such bank, trust company or savings and loan association will not exceed $100,000,

(iv) commercial paper given the highest rating by two established national credit rating agencies and maturing not more than 180 days from the date of the acquisition thereof,

(v) repurchase agreements or money market accounts which are fully secured by direct obligations of the United States or any agency thereof and

(vi) in the case of the Company and its Subsidiaries, any receivables or loans taken by the Company or a Subsidiary in connection with the sale of any asset otherwise permitted by the Indenture.

"Permitted Liens" means

(i) Liens for taxes, assessments or governmental charges or claims that either (a) are not yet delinquent or (b) are being contested in good faith by appropriate proceedings and as to which appropriate reserves have been established or other provisions have been made in accordance with GAAP,

(ii) statutory Liens of landlords and carriers', warehousemen's, mechanics', suppliers', materialmen's, repairmen's or other Liens imposed by law and arising in the ordinary course of business and with respect to amounts that, to the extent applicable, either (a) are not yet delinquent or (b) are being contested in good faith by appropriate proceedings and as to which appropriate reserves have been established or other provisions have been made in accordance with GAAP,

(iii) Liens (other than any Lien imposed by the Employee Retirement Income Security Act of 1974, as amended) incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security,

(iv) Liens incurred or deposits made to secure the performance of tenders, bids, leases, statutory obligations, surety and appeal bonds, progress payments, government contracts and other obligations of like nature (exclusive of obligations for the payment of borrowed money), in each case incurred in the ordinary course of business of the Company and its Subsidiaries,

(v) attachment or judgment Liens not giving rise to a Default or an Event of Default and which are being contested in good faith by appropriate proceedings,

(vi) easements, rights-of-way, restrictions and other similar charges or encumbrances not materially interfering with the ordinary course of business of the Company and its Subsidiaries,

(vii) zoning restrictions, licenses, restrictions on the use of real property or minor irregularities in title thereto, which do not materially impair the use of such real property in the ordinary course of business of the Company and its Subsidiaries or the value of such real property for the purpose of such business,

(viii) leases or subleases granted to others not materially interfering with the ordinary course of business of the Company and its Subsidiaries,

(ix) purchase money mortgages (including, without limitation, Capitalized Lease Obligations and purchase money security interests),

(x) Liens securing Refinancing Indebtedness; provided that such Liens only extend to assets which are similar to the type of assets securing the Indebtedness being refinanced and such refinanced Indebtedness was previously secured by such similar assets,

(xi) Liens securing Indebtedness of the Company and its Restricted Subsidiaries permitted to be Incurred under the Indenture; provided that the aggregate amount of Indebtedness secured by Liens (other than Non-Recourse Indebtedness secured by Liens) will not exceed 40% of Consolidated Tangible Assets,

(xii) any interest in or title of a lessor to property subject to any Capitalized Lease Obligations incurred in compliance with the provisions of the Indenture,

(xiii) Liens existing on the date of the Indenture, including, without limitation, Liens securing Existing Indebtedness,

(xiv) any option, contract or other agreement to sell an asset; provided such sale is not otherwise prohibited under the Indenture,

(xv) Liens securing Non-Recourse Indebtedness of the Company or a Restricted Subsidiary thereof; provided that such Liens apply only to the property financed out of the net proceeds of such Non-Recourse Indebtedness within 90 days of the Incurrence of such Non-Recourse Indebtedness,

(xvi) Liens on property or assets of any Restricted Subsidiary securing Indebtedness of such Restricted Subsidiary owing to the Company or one or more Restricted Subsidiaries,

(xvii) Liens securing Indebtedness of an Unrestricted Subsidiary,

(xviii) any right of a lender or lenders to which the Company or a Restricted Subsidiary may be indebted to offset against, or appropriate and apply to the payment of, such Indebtedness any and all balances, credits, deposits, accounts or monies of the Company or a Restricted Subsidiary with or held by such lender or lenders,

(xix) any pledge or deposit of cash or property in conjunction with obtaining surety and performance bonds and letters of credit required to engage in constructing on-site and off-site improvements required by municipalities or other governmental authorities in the ordinary course of business of the Company or any Restricted Subsidiary,

(xx) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods,

(xxi) Liens encumbering customary initial deposits and margin deposits, and other Liens that are customary in the industry and incurred in the ordinary course of business securing Indebtedness under Hedging Obligations and forward contracts, options, futures contracts, futures

options or similar agreements or arrangements designed to protect the Company or any of its Subsidiaries from fluctuations in the price of commodities,

(xxii) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Company or any of its Subsidiaries in the ordinary course of business,

(xxiii) Liens on property acquired by the Company or a Restricted Subsidiary and Liens on property of a Person existing at the time such Person is merged with or into or consolidated with the Company or any Restricted Subsidiary or becomes a Restricted Subsidiary; provided that in each case such Liens (A) were in existence prior to the contemplation of such acquisition, merger or consolidation and (B) do not extend to any asset other than those of the Person merged with or into or consolidated with the Company or the Restricted Subsidiary or the property acquired by the Company or the Restricted Subsidiary, and

(xxiv) Liens replacing any of the Liens described in clauses (xiii) and (xxiii) above; provided that (A) the principal amount of the Indebtedness secured by such Liens shall not be increased (except to the extent of reasonable premiums or other payments required to be paid in connection with the repayment of the previously secured Indebtedness or Incurrence of related Refinancing Indebtedness and expenses Incurred in connection therewith), (B) the principal amount of new Indebtedness secured by such Liens, determined as of the date of Incurrence, has a Weighted Average Life of Maturity at least equal to the remaining Weighted Average Life to Maturity of the previously secured Indebtedness, (C) the maturity of the new Indebtedness secured by such Liens is not earlier than that of the previously secured Indebtedness Incurred or repaid, and (D) the new Liens shall be limited to the property or part thereof which secured the Lien so replaced or property substituted therefor as a result of the destruction, condemnation or damage of such property.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, incorporated or unincorporated association, joint stock company, trust, unincorporated organization or government or other agency or political subdivision thereof or other entity of any kind.

"Preferred Stock" of any Person means all Capital Stock of such Person which has a preference in liquidation or with respect to the payment of dividends.

"Rating Agency" means a statistical rating agency or agencies, as the case may be, nationally recognized in the United States and selected by the Company (as certified by a resolution of the Board of Directors of the Company) which shall be substituted for S&P or Moody's, or both, as the case may be.

"Refinancing Indebtedness" means Indebtedness that refunds, refinances or extends any Existing Indebtedness or other Indebtedness permitted to be incurred by the Company or its Restricted Subsidiaries pursuant to the terms of the Indenture, but only to the extent that

(i) the Refinancing Indebtedness is subordinated to the notes or the Subsidiary Guarantees, as the case may be, to the same extent as the Indebtedness being refunded, refinanced or extended, if at all,

(ii) the Refinancing Indebtedness is scheduled to mature either (a) no earlier than the Indebtedness being refunded, refinanced or extended, or (b) after the maturity date of the notes,

(iii) the portion, if any, of the Refinancing Indebtedness that is scheduled to mature on or prior to the maturity date of the notes has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the Weighted Average Life to Maturity of the portion of the Indebtedness being refunded, refinanced or extended that is scheduled to mature on or prior to the maturity date of the notes,

(iv) such Refinancing Indebtedness is in an aggregate amount that is equal to or less than the aggregate amount then outstanding (including accrued interest) under the Indebtedness being refunded, refinanced or extended plus an amount necessary to pay any reasonable fees and expenses, including premiums and defeasance costs, related to such refinancing,

(v) such Refinancing Indebtedness is Incurred by the same Person that initially Incurred the Indebtedness being refunded, refinanced or extended, except that the Company may Incur Refinancing Indebtedness to refund, refinance or extend Indebtedness of any Restricted Subsidiary, and

(vi) such Refinancing Indebtedness is Incurred within 180 days after the Indebtedness being refunded, refinanced or extended is so refunded, refinanced or extended.

"Registrar" means an office or agency where notes may be presented for registration of transfer or for exchange.

"Restricted Investment" with respect to any Person means any Investment (other than any Permitted Investment) by such Person in any (i) of its Affiliates, (ii) executive officer or director or any Affiliate of such Person, or (iii) any other Person other than a Restricted Subsidiary. Notwithstanding the above, a Subsidiary Guarantee shall not be deemed a Restricted Investment.

"Restricted Payment" with respect to any Person means

(i) the declaration of any dividend or the making of any other payment or distribution of cash, securities or other property or assets in respect of such Person's Capital Stock (except that a dividend payable solely in Capital Stock (other than Disqualified Stock) of such Person will not constitute a Restricted Payment),

(ii) any payment on account of the purchase, redemption, retirement or other acquisition for value of such Person's Capital Stock or any other payment or distribution made in respect thereof (other than payments or distributions excluded from the definition of Restricted Payment in clause (i) above), either directly or indirectly,

(iii) any Restricted Investment, and

(iv) any principal payment, redemption, repurchase, defeasance or other acquisition or retirement of any Indebtedness of any Unrestricted Subsidiary or of Indebtedness of the Company which is subordinated in right of payment to the notes or of Indebtedness of a Restricted Subsidiary which is subordinated in right of payment to its Subsidiary Guarantee;

provided, however, that with respect to the Company and its Subsidiaries, Restricted Payments will not include (a) any payment described in clause (i), (ii) or (iii) above made to the Company or any of its Restricted Subsidiaries which are Wholly Owned Subsidiaries by any of the Company's Subsidiaries, or (b) any purchase, redemption, retirement or other acquisition for value of Indebtedness or Capital Stock of such Person or its Subsidiaries if the consideration therefor consists solely of Capital Stock (other than Disqualified Stock) of such Person.

"Restricted Subsidiary" means each of the Subsidiaries of the Company which is not an Unrestricted Subsidiary.

"S&P" means Standard and Poor's Ratings Service, a division of McGraw Hill, Inc., a New York corporation, or any successor to its debt rating business.

"Security Register" is a register of the notes and of their transfer and exchange kept by the Registrar.

"Subsidiary" of any Person means any (i) corporation of which at least a majority of the aggregate voting power of all classes of the Common Equity is directly or indirectly beneficially owned by such

Person, and (ii) any entity other than a corporation of which such Person, directly or indirectly, beneficially owns at least a majority of the Common Equity.

"Subsidiary Guarantee" means the guarantee of the notes by each Subsidiary Guarantor under the Indenture.

"Subsidiary Guarantors" means each of (i) Beazer Homes Corp., a Tennessee corporation, Beazer/Squires Realty, Inc., a North Carolina corporation, Beazer Homes Sales Inc., a Delaware corporation, Beazer Realty Corp., a Georgia corporation, Beazer Mortgage Corporation, a Delaware corporation, Beazer Homes Holdings Corp., a Delaware corporation, Beazer Homes Texas Holdings, Inc., a Delaware corporation, Beazer Homes Texas, L.P., a Delaware limited partnership, April Corporation, a Colorado corporation, Beazer SPE, LLC, a Georgia limited liability company, Beazer Homes Investments, LLC, a Delaware limited liability company, Beazer Realty, Inc., a New Jersey corporation, Homebuilders Title Services of Virginia, Inc., a Virginia corporation, Homebuilders Title Services, Inc., a Delaware corporation, Texas Lone Star Title, L.P., a Texas limited partnership, Beazer Allied Companies Holdings, Inc., a Delaware corporation, Paragon Title, LLC, an Indiana limited liability company, Trinity Homes LLC, an Indiana limited liability company, Beazer Homes Indiana, LLP, an Indiana limited liability partnership, Beazer Homes Indiana Holdings Corp., a Delaware corporation, Beazer Realty Services, LLC, a Delaware limited liability company, Beazer Realty Los Angeles, Inc., a Delaware corporation, Beazer Realty Sacramento, Inc., a Delaware corporation, BH Building Products, LP, a Delaware limited partnership, BH Procurement Services, LLC, a Delaware limited partnership, Beazer General Services, Inc., a Delaware corporation, Beazer Commercial Holdings, LLC, a Delaware limited liability company and Beazer Clarksburg, LLC, a Maryland limited liability company and (ii) each of the Company's Subsidiaries that becomes a guarantor of the notes pursuant to the provisions of the Indenture.

"Trust Officer" means any vice president, trust officer or other authorized person of the Trustee assigned by the Trustee to administer its corporate trust matters.

"Trustee" means the party named as such until a successor replaces such party in accordance with the applicable provisions of the Indenture and thereafter means the successor trustee serving under the Indenture.

"Unrestricted Subsidiary" means United Home Insurance Corporation, a Vermont corporation and Security Title Insurance Company, Inc., a Vermont corporation, and each of the Subsidiaries of the Company (including any newly formed or acquired Subsidiary) so designated by a resolution adopted by the Board of Directors of the Company as provided below and provided that (a) neither the Company nor any of its other Subsidiaries (other than Unrestricted Subsidiaries) (1) provides any direct or indirect credit support for any Indebtedness of such Subsidiary (including any undertaking, agreement or instrument evidencing such Indebtedness) or (2) is directly or indirectly liable for any Indebtedness of such Subsidiary, (b) the creditors with respect to Indebtedness for borrowed money of such Subsidiary have agreed in writing that they have no recourse, direct or indirect, to the Company or any other Subsidiary of the Company (other than Unrestricted Subsidiaries), including, without limitation, recourse with respect to the payment of principal or interest on any Indebtedness of such Subsidiary and (c) no default with respect to any Indebtedness of such Subsidiary (including any right which the holders thereof may have to take enforcement action against such Subsidiary) would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of the Company and of its other Subsidiaries (other than other Unrestricted Subsidiaries), to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity. The Board of Directors of the Company may designate an Unrestricted Subsidiary to be a Restricted Subsidiary; provided that (i) any such redesignation will be deemed to be an Incurrence by the Company and its Restricted Subsidiaries of the Indebtedness (if any) of such redesignated Subsidiary for purposes of the "Limitations on Additional Indebtedness" covenant set forth in the Indenture as of

the date of such redesignation, (ii) immediately after giving effect to such redesignation and the Incurrence of any such additional Indebtedness, the Company and its Restricted Subsidiaries could incur $1.00 of additional Indebtedness under the Consolidated Fixed Charge Coverage Ratio contained in the "Limitations on Additional Indebtedness" covenant set forth in the Indenture and (iii) the Liens of such Unrestricted Subsidiary could then be incurred in accordance with the "Limitations on Liens" covenant set forth in the Indenture as of the date of such redesignation. Subject to the foregoing, the Board of Directors of the Company also may designate any Restricted Subsidiary to be an Unrestricted Subsidiary; provided that (i) all previous Investments by the Company and its Restricted Subsidiaries in such Restricted Subsidiary (net of any returns previously paid on such Investments) will be deemed to be Restricted Payments at the time of such designation and will reduce the amount available for Restricted Payments under the "Limitations on Restricted Payments" covenant set forth in the Indenture, (ii) immediately after giving effect to such designation and reduction of amounts available for Restricted Payments under the "Limitations on Restricted Payments" covenant set forth in the Indenture, the Company and its Restricted Subsidiaries could incur $1.00 of additional Indebtedness under the Consolidated Fixed Charge Coverage Ratio contained in the "Limitations on Additional Indebtedness" covenant set forth in the Indenture and (iii) no Default or Event of Default shall have occurred or be continuing. Any such designation or redesignation by the Board of Directors of the Company will be evidenced to the Trustee by the filing with the Trustee of a certified copy of the resolution of the Board of Directors of the Company giving effect to such designation or redesignation and an Officers' Certificate certifying that such designation or redesignation complied with the foregoing conditions and setting forth the underlying calculations.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness or portion thereof, at any date, the number of years obtained by dividing (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal, including, without limitation, payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (ii) the sum of all such payments described in clause (a) above.

"Wholly Owned Subsidiary" of any Person means (i) a Subsidiary, of which 100% of the Common Equity (except for directors' qualifying shares or certain minority interests owned by other Persons solely due to local law requirements that there be more than one stockholder, but which interest is not in excess of what is required for such purpose) is owned directly by such Person or through one or more other Wholly Owned Subsidiaries of such Person, or (ii) any entity other than a corporation in which such Person, directly or indirectly, owns all of the Common Equity of such entity.

"Working Capital Facilities" means, collectively, the Bank Credit Facility and one or more other facilities among the Company, any Subsidiary Guarantor and one or more lenders pursuant to which the Company or any Subsidiary Guarantor may Incur Indebtedness for working capital purposes or to finance the acquisition, holding or development of property by the Company and the Restricted Subsidiaries (including the financing of any related interest reserve), as any such facility may be amended, restated, supplemented or otherwise modified from time to time, and includes any agreement extending the maturity of, or restructuring (including, without limitation, the inclusion of additional borrowers thereunder that are Unrestricted Subsidiaries), all or any portion of the Indebtedness under such facility or any successor facilities and includes any facility with one or more lenders refinancing or replacing all or any portion of the Indebtedness under such facility or any successor facility.

Certain covenants

The following is a summary of certain covenants that are contained in the Indenture. Such covenants are applicable (unless waived or amended as permitted by the Indenture or their application is suspended as set forth under the caption "Limitation of applicability of certain covenants if the notes are rated investment grade") so long as any of the notes are outstanding or until the notes are defeased pursuant to provisions described under "—Discharge of indenture."

Disposition of proceeds of asset sales.

The Indenture provides that the Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, make any Asset Sale unless

(i) the Company or the Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value for the shares or assets sold or otherwise disposed of; provided that the aggregate Fair Market Value of the consideration received from any Asset Sale that is not in the form of cash or cash equivalents (in U.S. dollars or freely convertible into U.S. dollars) will not, when aggregated with the Fair Market Value of all other noncash consideration received by the Company and its Restricted Subsidiaries from all previous Asset Sales since the date of the Indenture that has not been converted into cash or cash equivalents (in U.S. dollars or freely convertible into U.S. dollars), exceed 5% of the Consolidated Tangible Assets of the Company at the time of the Asset Sale under consideration, and

(ii) the Company will apply or will cause one or more of its Restricted Subsidiaries to apply an amount equal to the aggregate Net Proceeds received by the Company or any Restricted Subsidiary from all Asset Sales occurring subsequent to the date of the Indenture as follows: (A) to repay any outstanding Indebtedness of the Company that is not subordinated to the notes or other Indebtedness of the Company, or to the payment of any Indebtedness of any Restricted Subsidiary that is not subordinated to the Subsidiary Guarantee of such Restricted Subsidiary, in each case within one year after such Asset Sale; or (B) to acquire properties and assets that will be used in the businesses of the Company and its Restricted Subsidiaries existing on the date of the Indenture within one year after such Asset Sale, provided, however, that (x) in the case of applications contemplated by clause (ii)(A) the payment of such Indebtedness will result in a permanent reduction in committed amounts, if any, under the Indebtedness repaid at least equal to the amount of the payment made, (y) in the case of applications contemplated by clause (ii)(B), the Board of Directors has, within such one year period, adopted in good faith a resolution committing such Net Proceeds to such use and (z) none of such Net Proceeds shall be used to make any Restricted Payment.

The amount of such Net Proceeds neither used to repay the Indebtedness described above nor used or invested as set forth in the preceding sentence constitutes "Excess Proceeds." Notwithstanding the above, any Asset Sale that is subject to the "Limitations on Mergers and Consolidations" covenant set forth in the Indenture will not be subject to the "Disposition of Proceeds of Asset Sales" covenant set forth in the Indenture.

The Indenture also provides that, notwithstanding the foregoing, to the extent the Company or any of its Restricted Subsidiaries receives securities or other noncash property or assets as proceeds of an Asset Sale, the Company will not be required to make any application of such noncash proceeds required by clause (a) of the "Disposition of Proceeds of Asset Sale" covenant set forth in the Indenture until it receives cash or cash equivalent proceeds from a sale, repayment, exchange, redemption or retirement of or extraordinary dividend or return of capital on such noncash property. Any amounts deferred pursuant to the preceding sentence will be applied in accordance with clause (a) of the "Disposition of Proceeds of Asset Sale" covenant set forth in the Indenture when cash or cash

equivalent proceeds are thereafter received from a sale, repayment, exchange, redemption or retirement of or extraordinary dividend or return of capital on such noncash property.

The Indenture also provides that, when the aggregate amount of Excess Proceeds equals $10,000,000 or more, the Company will so notify the Trustee in writing by delivery of an Officers' Certificate and will offer to purchase from all Holders (an "Excess Proceeds Offer"), and will purchase from Holders accepting such Excess Proceeds Offer on the date fixed for the closing of such Excess Proceeds Offer (the "Asset Sale Offer Date"), the maximum principal amount (expressed as a multiple of $1,000) of notes plus accrued and unpaid interest thereon, if any, to the Asset Sale Offer Date that may be purchased and paid, as the case may be, out of the Excess Proceeds, at an offer price (the "Asset Sale Offer Price") in cash in an amount equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any, to the Asset Sale Offer Date, in accordance with the procedures set forth in the "Disposition of Proceeds of Asset Sale" covenant in the Indenture. To the extent that the aggregate amount of notes tendered pursuant to an Excess Proceeds Offer is less than the Excess Proceeds relating thereto, then the Company may use such Excess Proceeds, or a portion thereof, for general corporate purposes in the business of the Company and its Restricted Subsidiaries existing on the date of the Indenture. Upon completion of an Excess Proceeds Offer, the amount of Excess Proceeds will be reset at zero.

In addition, the Indenture provides that, within 30 days after the date on which the amount of Excess Proceeds equals $10,000,000 or more, the Company (with notice to the Trustee) or the Trustee at the Company's request (and at the expense of the Company) will send or cause to be sent by first class mail, to all Persons who were Holders on the date such Excess Proceeds equaled $10,000,000, at their respective addresses appearing in the Security Register, a notice of such occurrence and of such Holders' rights arising as a result thereof. The Indenture also provides that:

(a) In the event the aggregate principal amount of notes surrendered by Holders together with accrued interest thereon exceeds the amount of Excess Proceeds, the Company will select the notes to be purchased on a pro rata basis from all notes so surrendered, with such adjustments as may be deemed appropriate by the Company so that only notes in denominations of $1,000, or integral multiples thereof, will be purchased. To the extent that the Excess Proceeds remaining are less than $1,000, the Company may use such Excess Proceeds for general corporate purposes. Holders whose notes are purchased only in part will be issued new notes equal in principal amount to the unpurchased portion of the notes surrendered.

(b) Not later than one Business Day after the Asset Sale Offer Date in connection with which the Excess Proceeds Offer is being made, the Company will (i) accept for payment notes or portions thereof tendered pursuant to the Excess Proceeds Offer (on a pro rata basis if required), (ii) deposit with the Paying Agent money sufficient, in immediately available funds, to pay the purchase price of all notes or portions thereof so accepted and (iii) deliver to the Paying Agent an Officers' Certificate identifying the notes or portions thereof accepted for payment by the Company. The Paying Agent will promptly mail or deliver to Holders so accepted payment in an amount equal to the Asset Sale Offer Price of the notes purchased from each such Holder, and the Company will execute and upon receipt of an Officers' Certificate of the Company the Trustee will promptly authenticate and mail or deliver to such Holder a new note equal in principal amount to any unpurchased portion of the note surrendered. Any notes not so accepted will be promptly mailed or delivered by the Paying Agent at the Company's expense to the Holder thereof. The Company will publicly announce the results of the Excess Proceeds Offer promptly after the Asset Sale Offer Date.

(c) Any Excess Proceeds Offer will be conducted by the Company in compliance with applicable law, including, without limitation, Section 14(e) of the Exchange Act and Rule 14e-1 thereunder, if applicable.

(d) Whenever Excess Proceeds are received by the Company, and prior to the allocation of such Excess Proceeds pursuant to this covenant, such Excess Proceeds will be set aside by the Company in a separate account to be held in trust for the benefit of the Holders; provided, however, that in the event the Company will be unable to set aside such Excess Proceeds in a separate account because of provisions of applicable law or of the Working Capital Facilities, the Company will not be required to set aside such Excess Proceeds.

(e) Notwithstanding the foregoing, an Excess Proceeds Offer may be made by one or more Restricted Subsidiaries in lieu of the Company.

There can be no assurance that sufficient funds will be available at the time of an Excess Proceeds Offer to make any required repurchases. The Company's failure to make or to cause one or more Restricted Subsidiaries to make any required repurchases in the event of an Excess Proceeds Offer will create an Event of Default under the Indenture.

Limitations on restricted payments.

The Indenture provides that the Company will not, and will not cause or permit any of its Restricted Subsidiaries to, make any Restricted Payment, directly or indirectly, after the date of the Indenture if at the time of such Restricted Payment:

(i) the amount of such proposed Restricted Payment (the amount of such Restricted Payment, if other than in cash, will be determined in good faith by a majority of the disinterested members of the Board of Directors of the Company), when added to the aggregate amount of all Restricted Payments, or payments that would have been Restricted Payments if the Supplemental Indenture had been in effect at the time of such payments, declared or made after April 17, 2002, exceeds the sum of:

(1) $100 million, plus

(2) 50% of the Company's Consolidated Net Income accrued during the period (taken as a single period) commencing April 1, 2002 and ending on the last day of the fiscal quarter immediately preceding the fiscal quarter in which the Restricted Payment is to occur (or, if such aggregate Consolidated Net Income is a deficit, minus 100% of such aggregate deficit), plus

(3) the net cash proceeds derived from the issuance and sale of Capital Stock of the Company and its Restricted Subsidiaries that is not Disqualified Stock (other than a sale to a Subsidiary of the Company) after April 17, 2002, plus

(4) 100% of the principal amount of, or, if issued at a discount, the accreted value of, any Indebtedness of the Company or a Restricted Subsidiary which is issued (other than to a Subsidiary of the Company) after April 17, 2002 that is converted into or exchanged for Capital Stock of the Company that is not Disqualified Stock, plus

(5) 100% of the aggregate amounts received by the Company or any Restricted Subsidiary from the sale, disposition or liquidation (including by way of dividends) of any Investment (other than to any Subsidiary of the Company and other than to the extent sold, disposed of or liquidated with recourse to the Company or any of its Subsidiaries or to any of their respective properties or assets) but only to the extent (x) not included in clause (2) above and (y) that the making of such Investment constituted a permitted Restricted Investment (assuming for such purpose that the Supplemental Indenture had been in effect since April 17, 2002), plus

(6) 100% of the principal amount of, or if issued at a discount, the accreted value of, any Indebtedness or other obligation that is the subject of a guarantee by the Company which

is released (other than due to a payment on such guarantee) after April 17, 2002, but only to the extent that such guarantee constituted a permitted Restricted Payment (assuming for such purpose that the Supplemental Indenture had been in effect since April 17, 2002); or

(ii) the Company would be unable to incur $1.00 of additional Indebtedness under the Consolidated Fixed Charge Coverage Ratio contained in the "Limitations on Additional Indebtedness" covenant set forth in the Indenture; or

(iii) a Default or Event of Default has occurred and is continuing or occurs as a consequence thereof.

Notwithstanding the foregoing, the provisions of the "Limitation on Restricted Payments" covenant set forth in the Indenture will not prevent:

(i) the payment of any dividend within 60 days after the date of declaration thereof if the payment thereof would have complied with the limitations of the Indenture on the date of declaration, provided that (x) such dividend will be deemed to have been paid as of its date of declaration for the purposes of this covenant and (y) at the time of payment of such dividend no other Default or Event of Default shall have occurred and be continuing or would result therefrom;

(ii) the retirement of shares of the Company's Capital Stock or the Company's or a Restricted Subsidiary of the Company's Indebtedness for, or out of the net proceeds of a substantially concurrent sale (other than a sale to a Subsidiary of the Company) of, other shares of its Capital Stock (other than Disqualified Stock), provided that the proceeds of any such sale will be excluded in any computation made under clause (3) above;

(iii) the redemption, repurchase, defeasance or retirement for value of Indebtedness, including premium, if any, with the proceeds of Refinancing Indebtedness;

(iv) payments or distributions pursuant to or in connection with a merger, consolidation or transfer of assets that complies with the provisions of the Indenture applicable to mergers, consolidations and transfers of all or substantially all of the property and assets of the Company or any Guarantor; or

(v) any purchase, redemption, retirement or other acquisition for value of Capital Stock of the Company or any Subsidiary held by officers or employees or former officers or employees of the Company or any Subsidiary (or their estates or beneficiaries under their estates) not to exceed $500,000 in any calendar year and $5 million in the aggregate since April 17, 2002.

Limitations on additional indebtedness.

The Indenture provides that the Company will not, and will not cause or permit any of its Restricted Subsidiaries, directly or indirectly, to, Incur any Indebtedness including Acquisition Indebtedness; provided that the Company and the Subsidiary Guarantors may Incur Indebtedness, including Acquisition Indebtedness, if, after giving effect thereto and the application of the proceeds therefrom, either (i) the Company's Consolidated Fixed Charge Coverage Ratio on the date thereof would be at least 2.0 to 1.0 or (ii) the ratio of Indebtedness of the Company and the Restricted Subsidiaries to Consolidated Tangible Net Worth is less than 2.25 to 1.

Notwithstanding the foregoing, the provisions of the Indenture will not prevent:

(i) the Company or any Subsidiary Guarantor from Incurring (A) Refinancing Indebtedness or (B) Non-Recourse Indebtedness,

(ii) the Company from Incurring Indebtedness evidenced by the notes issued on the Issue Date or the Exchange notes,

(iii) the Company or any Subsidiary Guarantor from Incurring Indebtedness under Working Capital Facilities not to exceed the greater of $250 million or 15% of Consolidated Tangible Assets,

(iv) any Subsidiary Guarantee of Indebtedness of the Company under the notes,

(v) the Company and its Restricted Subsidiaries from Incurring Indebtedness under any deposits made to secure performance of tenders, bids, leases, statutory obligations, surety and appeal bonds, progress statements, government contracts and other obligations of like nature (exclusive of the obligation for the payment of borrowed money),

(vi) any Subsidiary Guarantor from guaranteeing Indebtedness of the Company or any other Subsidiary Guarantor, or the Company from guaranteeing Indebtedness of any Subsidiary Guarantor, in each case permitted to be Incurred under the Indenture (other than Non-Recourse Indebtedness),

(vii) (a) any Restricted Subsidiary from Incurring Indebtedness owing to the Company or any Subsidiary Guarantor that is both a Wholly Owned Subsidiary and a Restricted Subsidiary; provided that (I) such Indebtedness is subordinated to any Subsidiary Guarantee of such Restricted Subsidiary, if any, and (II) such Indebtedness shall only be permitted pursuant to this clause (vii)(a) for so long as the Person to whom such Indebtedness is owing is the Company or a Subsidiary Guarantor that is both a Wholly Owned Subsidiary and a Restricted Subsidiary, and (b) the Company from Incurring Indebtedness owing to any Subsidiary Guarantor that is both a Wholly Owned Subsidiary and a Restricted Subsidiary; provided that (I) such Indebtedness is subordinated to the Company's obligations under the notes and the Indenture, and (II) such Indebtedness shall only be permitted pursuant to this clause (vii)(b) for so long as the Person to whom such Indebtedness is owing is a Subsidiary Guarantor that is both a Wholly Owned Subsidiary and a Restricted Subsidiary,

(viii) the Company and any Subsidiary Guarantor from Incurring Indebtedness under Capitalized Lease Obligations or purchase money obligations, in each case Incurred for the purpose of acquiring or financing all or any part of the purchase price or cost of construction or improvement of property or equipment used in the business of the Company or such Subsidiary Guarantor, as the case may be, in an aggregate amount not to exceed $20 million, and

(ix) Indebtedness of the Company or any Restricted Subsidiary in an aggregate principal amount at any time outstanding not to exceed $20 million.

The Company shall not, and the Company will not cause or permit any Subsidiary Guarantor that is a Restricted Subsidiary to, directly or indirectly, in any event Incur any Indebtedness that purports to be by its terms (or by the terms of any agreement governing such Indebtedness) subordinated to any other Indebtedness of the Company or of such Subsidiary Guarantor, as the case may be, unless such Indebtedness is also by its terms (or by the terms of any agreement governing such Indebtedness) made expressly subordinated to the notes or the Subsidiary Guarantee of such Subsidiary Guarantor, as the case may be, to the same extent and in the same manner as such Indebtedness is subordinated to such other Indebtedness of the Company or such Subsidiary Guarantor, as the case may be.

For purposes of determining compliance with this "Limitations on additional indebtedness" covenant, in the event an item of Indebtedness meets the criteria of more than one of the types of Indebtedness described in the above clauses of this covenant, the Company, in its sole discretion, shall classify such item of Indebtedness in any manner that complies with this covenant and may from time to time reclassify such item of Indebtedness in any manner in which such item could be Incurred at the time of such reclassification.

Limitations and restrictions on issuance of capital stock of restricted subsidiaries.

The Indenture provides that the Company will not permit any Restricted Subsidiary to issue, or permit to be outstanding at any time, Preferred Stock or any other Capital Stock constituting Disqualified Stock other than any such Capital Stock issued to or held by the Company or any Restricted Subsidiary of the Company which is a Wholly Owned Subsidiary.

Change of control.

The Indenture provides that, following the occurrence of any Change of Control, the Company will so notify the Trustee in writing by delivery of an Officers' Certificate and will offer to purchase (a "Change of Control Offer") from all Holders, and will purchase from Holders accepting such Change of Control Offer on the date fixed for the closing of such Change of Control Offer (the "Change of Control Payment Date"), the outstanding principal amount of notes at an offer price (the "Change of Control Price") in cash in an amount equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to the Change of Control Payment Date in accordance with the procedures set forth in the "Change of Control" covenant of the Indenture.

In addition, the Indenture provides that, within 30 days after the date on which a Change of Control occurs, the Company (with Notice to the Trustee) or the Trustee at the Company's request (and at the expense of the Company) will send or cause to be sent by first class mail, postage pre-paid, to all Persons who were Holders on the date of the Change of Control at their respective addresses appearing in the Security Register, a notice of such occurrence and of such Holder's rights arising as a result thereof.

The Indenture also provides that:

(a) In the event of a Change of Control Offer, the Company will only be required to accept notes in denominations of $1,000 or integral multiples thereof.

(b) Not later than one Business Day after the Change of Control Payment Date in connection with which the Change of Control Offer is being made, the Company will (i) accept for payment notes or portions thereof tendered pursuant to the Change of Control Offer, (ii) deposit with the Paying Agent money sufficient, in immediately available funds, to pay the purchase price of all notes or portions thereof so accepted and (iii) deliver to the Paying Agent an Officers' Certificate identifying the notes or portions thereof accepted for payment by the Company. The Paying Agent will promptly mail or deliver to Holders of notes so accepted payment in an amount equal to the Change of Control Price of the notes purchased from each such Holder, and the Company will execute and, upon receipt of an Officer's Certificate of the Company, the Trustee will promptly authenticate and mail or deliver to such Holder a new note equal in principal amount to any unpurchased portion of the note surrendered. Any notes not so accepted will be promptly mailed or delivered by the Paying Agent at the Company's expense to the Holder thereof. The Company will publicly announce the results of the Change of Control Offer promptly after the Change of Control Payment Date.

(c) Any Change of Control Offer will be conducted by the Company in compliance with applicable law, including, without limitation, Section 14(e) of the Exchange Act and Rule 14e-1 thereunder.

The Company may enter into other arrangements or Incur other Indebtedness with similar change of control obligations. There can be no assurance that sufficient funds will be available at the time of a Change of Control to make any required repurchases. The Company's failure to make any required repurchases in the event of a Change of Control Offer will create an Event of Default under the Indenture.

No quantitative or other established meaning has been given to the phrase "all or substantially all" (which appears in the definition of Change of Control) by courts which have interpreted this phrase in various contexts. In interpreting this phrase, courts make a subjective determination as to the portion of assets conveyed, considering such factors as the value of the assets conveyed and the proportion of an entity's income derived from the assets conveyed. Accordingly, there may be uncertainty as to whether a Holder of notes can determine whether a Change of Control has occurred and exercise any remedies such Holder may have upon a Change of Control.

Limitations on transactions with stockholders and affiliates.

The Indenture provides that the Company will not, and will not permit any of its Subsidiaries to, make any Investment, loan, advance, guarantee or capital contribution to or for the benefit of, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or for the benefit of, or purchase or lease any property or assets from, or enter into or amend any contract, agreement or understanding with, or for the benefit of, (i) any Affiliate of the Company or any Affiliate of the Company's Subsidiaries or (ii) any Person (or any Affiliate of such person) holding 10% or more of the Common Equity of the Company or any of its Subsidiaries (each an "Affiliate Transaction"), except on terms that are no less favorable to the Company or the relevant Subsidiary, as the case may be, than those that could have been obtained in a comparable transaction on an arm's length basis from a person that is not an Affiliate.

The Indenture also provides that the Company will not, and will not permit any of its Subsidiaries to, enter into any Affiliate Transaction involving or having a value of more than $5 million, unless, in each case, such Affiliate Transaction has been approved by a majority of the disinterested members of the Company's Board of Directors.

The Indenture also provides that the Company will not, and will not permit any of its Subsidiaries to, enter into an Affiliate Transaction involving or having a value of more than $20 million unless the Company has delivered to the Trustee an opinion of an Independent Financial Advisor to the effect that the transaction is fair to the Company or the relevant Subsidiary, as the case may be, from a financial point of view.

The Indenture also provides that, notwithstanding the foregoing, an Affiliate Transaction will not include (i) any contract, agreement or understanding with, or for the benefit of, or plan for the benefit of, employees of the Company or its Subsidiaries (in their capacity as such) that has been approved by the Company's Board of Directors, (ii) Capital Stock issuances to members of the Board of Directors, officers and employees of the Company or its Subsidiaries pursuant to plans approved by the stockholders of the Company, (iii) any Restricted Payment otherwise permitted under the "Limitations on Restricted Payments" covenant set forth in the Indenture or (iv) any transaction between the Company and a Restricted Subsidiary or a Restricted Subsidiary and another Restricted Subsidiary.

Limitations on liens.

The Indenture provides that the Company will not, and will not permit any of its Restricted Subsidiaries to, create, incur, assume or suffer to exist any Liens, other than Permitted Liens, on any of its or their assets, property, income or profits therefrom unless contemporaneously therewith or prior thereto all payments due under the Indenture and the notes are secured on an equal and ratable basis with the obligation or liability so secured until such time as such obligation or liability is no longer secured by a Lien. The Indenture also provides that no Liens will be permitted to be created or suffered to exist on any Indebtedness from the Company in favor of any Restricted Subsidiary and that such Indebtedness will not be permitted to be sold, disposed of or otherwise transferred.

Limitations on restrictions on distributions from restricted subsidiaries.

The Indenture provides that the Company will not, and will not permit any of its Restricted Subsidiaries to, create, assume or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to (i) pay dividends or make any other distributions on its Capital Stock or any other interest or participation in, or measured by, its profits, owned by the Company or any of its other Restricted Subsidiaries, or pay interest on or principal of any Indebtedness owed to the Company or any of its other Restricted Subsidiaries, (ii) make loans or advances to the Company or any of its other Restricted Subsidiaries, or (iii) transfer any of its properties or assets to the Company or any of its other Restricted Subsidiaries, except for encumbrances or restrictions existing under or by reason of (a) applicable law, (b) covenants or restrictions contained in the agreements evidencing Existing Indebtedness as in effect on the date of the Indenture, (c) any restrictions or encumbrances arising under Acquisition Indebtedness; provided that such encumbrance or restriction applies only to the obligor on such Indebtedness and its Subsidiaries and that such Acquisition Indebtedness was not incurred by the Company or any of its Subsidiaries or by the Person being acquired in connection with or in anticipation of such acquisition, (d) any restrictions or encumbrances arising in connection with Refinancing Indebtedness; provided that any restrictions and encumbrances of the type described in this clause (d) that arise under such Refinancing Indebtedness are not more restrictive than those under the agreement creating or evidencing the Indebtedness being refunded, refinanced, replaced or extended, (e) any agreement restricting the sale or other disposition of property securing Indebtedness permitted by the Indenture if such agreement does not expressly restrict the ability of a Subsidiary of the Company to pay dividends or make loans or advances, and (f) reasonable and customary borrowing base covenants set forth in agreements evidencing Indebtedness otherwise permitted by the Indenture, which covenants restrict or limit the distribution of revenues or sale proceeds from real estate or a real estate project based upon the amount of indebtedness outstanding on such real estate or real estate project and the value of some or all of the remaining real estate or the project's remaining assets, and customary provisions restricting subletting or assignment of any lease governing a leasehold interest of the Company or any of its Restricted Subsidiaries.

Maintenance of consolidated tangible net worth.

The Indenture provides that:

(a) In the event that the Consolidated Tangible Net Worth of the Company is less than $85 million at the end of any two consecutive fiscal quarters (the last day of the second fiscal quarter being referred to in the Indenture as the "Deficiency Date"), within 30 days after the end of each such period or 60 days in the event that the end of the period is the end of the Company's fiscal year, the Company will so notify the Trustee in writing by delivery of an Officers' Certificate and will offer to purchase from all Holders (a "Net Worth Offer"), and will purchase from Holders accepting such Net Worth Offer on the date fixed for the closing of such Net Worth Offer (the "Net Worth Offer Date"), 10% of the original outstanding principal amount of the notes (the "Net Worth Amount") at an offer price (the "Net Worth Offer Price") in cash in an amount equal to 100% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to the Net Worth Offer Date; provided that no such offer shall be required if, following such two fiscal quarters but prior to the date the Company is required to make such offer, capital in cash or cash equivalents is contributed to the Company in an Equity Offering sufficient to increase the Company's Consolidated Tangible Net Worth after giving effect to such contribution to an amount equal to or greater than $85 million. To the extent that the aggregate amount of notes tendered pursuant to a Net Worth Offer is less than the Net Worth Amount relating thereto, then the Company may use the excess of the Net Worth Amount over the amount of notes tendered, or a portion thereof, for general corporate purposes. In no event shall the Company's failure to meet

the Consolidated Tangible Net Worth threshold at the end of any fiscal quarter be counted toward the making of more than one Net Worth Offer. The Company may reduce the principal amount of notes to be purchased pursuant to the Net Worth Offer by subtracting 100% of the principal amount (excluding premium) of notes acquired by the Company or any Wholly Owned Subsidiary subsequent to the Deficiency Date and surrendered for cancellation through purchase, redemption (other than pursuant to this covenant) or exchange, and that were not previously used as a credit against any obligation to repurchase notes pursuant to this covenant.

(b) Subject to the proviso contained in paragraph (a) above, in the event that the Consolidated Tangible Net Worth of the Company is less than $85 million at the end of any two consecutive fiscal quarters, within 30 days after the end of such period, the Company (with notice to the Trustee) or the Trustee at the Company's request (and at the expense of the Company) will send or cause to be sent by first class mail, postage pre-paid, to all Persons who were Holders on the date of the end of the second such consecutive fiscal quarter, at their respective addresses appearing in the Security Register, a notice of such occurrence and of each Holder's rights arising as a result thereof. Such notice will contain all instructions and materials necessary to enable Holders to tender their notes to the Company.

(c) In the event that the aggregate principal amount of notes surrendered by Holders exceeds the Net Worth Amount, the Company will select the notes to be purchased on a pro rata basis from all notes so surrendered, with such adjustments as may be deemed appropriate by the Company so that only notes in denominations of $1,000, or integral multiples thereof, will be purchased. To the extent that the Net Worth Amount remaining is less than $1,000, the Company may use such Net Worth Amount for general corporate purposes. Holders whose notes are purchased only in part will be issued new notes equal in principal amount to the unpurchased portion of the notes surrendered.

(d) Not later than one Business Day after the Net Worth Offer Date in connection with which the Net Worth Offer is being made, the Company will (i) accept for payment notes or portions thereof tendered pursuant to the Net Worth Offer (on a pro rata basis if required pursuant to the "Maintenance of Consolidated Tangible Net Worth" covenant set forth in the Indenture), (ii) deposit with the Paying Agent money sufficient, in immediately available funds, to pay the purchase price of all notes or portions thereof so accepted and (iii) deliver to the Paying Agent an Officers' Certificate identifying the notes or portions thereof accepted for payment by the Company. The Paying Agent will promptly mail or deliver to Holders of notes so accepted payment in an amount equal to the Net Worth Offer Price of the notes purchased from each such Holder, and the Company will execute and the Trustee will promptly authenticate and mail or deliver to such Holder a new note equal in principal amount to any unpurchased portion of the note surrendered. Any notes not so accepted will be promptly mailed or delivered by the Paying Agent at the Company's expense to the Holder thereof. The Company will publicly announce the results of the Net Worth Offer promptly after the Net Worth Offer Date.

(e) Any Net Worth Offer will be conducted by the Company in compliance with applicable law, including, without limitation, Section 14(e) of the Exchange Act and Rule 14e-1 thereunder, if applicable.

There can be no assurance that sufficient funds will be available at the time of a Net Worth Offer to make any required repurchases. The Company's failure to make any required repurchases in the event of a Net Worth Offer will create an Event of Default under the Indenture.

Limitations on mergers and consolidations.

The Indenture provides that neither the Company nor any Subsidiary Guarantor will consolidate or merge with or into, or sell, lease, convey or otherwise dispose of all or substantially all of its assets

(including, without limitation, by way of liquidation or dissolution), or assign any of its obligations under the notes, the Guarantees or the Indenture (as an entirety or substantially in one transaction or series of related transactions), to any Person or permit any of its Restricted Subsidiaries to do any of the foregoing (in each case other than with the Company or another Wholly Owned Restricted Subsidiary) unless:

(i) the Person formed by or surviving such consolidation or merger (if other than the Company or such Subsidiary Guarantor, as the case may be), or to which such sale, lease, conveyance or other disposition or assignment will be made (collectively, the "Successor"), is a solvent corporation or other legal entity organized and existing under the laws of the United States or any state thereof or the District of Columbia, and the Successor assumes by supplemental indenture in a form reasonably satisfactory to the Trustee all of the obligations of the Company or such Subsidiary Guarantor, as the case may be, under the notes or such Subsidiary Guarantor's Subsidiary Guarantee, as the case may be, and the Indenture,

(ii) immediately after giving effect to such transaction, no Default or Event of Default has occurred and is continuing,

(iii) immediately after giving effect to such transaction and the use of any net proceeds therefrom, on a pro forma basis, the Consolidated Tangible Net Worth of the Company or the Successor (in the case of a transaction involving the Company), as the case may be, would be at least equal to the Consolidated Tangible Net Worth of the Company immediately prior to such transaction and

(iv) immediately after giving effect to such transaction and the use of any net proceeds therefrom, on a pro forma basis, the Consolidated Fixed Charge Coverage Ratio of the Company or the Successor (in the case of a transaction involving the Company), as the case may be, would be such that the Company or the Successor (in the case of a transaction involving the Company), as the case may be, would be entitled to Incur at least $1.00 of additional Indebtedness under such Consolidated Fixed Charge Coverage Ratio test in the "Limitations on Additional Indebtedness" covenant set forth in the Indenture.

The foregoing provisions shall not apply to a transaction involving the consolidation or merger of a Subsidiary Guarantor with or into another Person, or the sale, lease, conveyance or other disposition of all or substantially all of the assets of such Subsidiary Guarantor, that results in such Subsidiary Guarantor being released from its Subsidiary Guarantee as provided under "The subsidiary guarantees" above.

No quantitative or other established meaning has been given to the phrase "all or substantially all" by courts which have interpreted this phrase in various contexts. In interpreting this phrase, courts make a subjective determination as to the portion of assets conveyed, considering such factors as the value of the assets conveyed and the proportion of an entity's income derived from the assets conveyed. Accordingly, there may be uncertainty as to whether a Holder of notes can determine whether the Company has sold, leased, conveyed or otherwise disposed of all or substantially all of its assets and exercise any remedies such Holder may have upon the occurrence of any such transaction.

Limitation of applicability of certain covenants if the notes are rated investment grade.

Notwithstanding the foregoing, the Company and its Restricted Subsidiaries' obligations to comply with the provisions of the Indenture described above under the captions "Certain covenants" (except for the covenants described under "—Change of control," "—Limitations on liens," "—Limitations on mergers and consolidations" (other than clauses (iii) and (iv) of the first paragraph thereof) and "—Reports") will terminate (such terminated covenants, the "Extinguished Covenants") and cease to have any further effect from and after the first date when the notes issued under the Indenture are

rated Investment Grade; provided that if the notes subsequently cease to be rated Investment Grade, then, from and after the time the notes cease to be rated Investment Grade, the Company and its Restricted Subsidiaries' obligation to comply with the Extinguished Covenants shall be reinstated; provided further that from and after the time the notes are rated Investment Grade, no Restricted Subsidiary that conducts homebuilding or land development activities or owns Capital Stock in any Subsidiary that conducts homebuilding or land development activities may be designated an Unrestricted Subsidiary.

In addition, following the achievement of such Investment Grade ratings, (1) the Subsidiary Guarantees of the Subsidiary Guarantors will be released at the time of the release of the guarantees under all outstanding Applicable Debt subject to the reinstatement of Subsidiary Guarantees if released Subsidiary Guarantors thereafter guarantee any Applicable Debt or the notes cease to be rated Investment Grade and (2) no Restricted Subsidiary thereafter acquired or created will be required to be a Subsidiary Guarantor unless released Subsidiary Guarantors thereafter guarantee any Applicable Debt or the notes cease to be rated Investment Grade, in each case as more fully described under the caption "The subsidiary guarantees."

Notwithstanding the foregoing, in the event of any such reinstatement, no action taken or omitted to be taken by the Company or any of its Subsidiaries prior to such reinstatement shall give rise to a Default or Event of Default under the Indenture upon reinstatement; provided that (i) with respect to Restricted Payments made after any such reinstatement, the amount of Restricted Payments made after April 17, 2002 will be calculated as though the "Limitations on restricted payments" covenant had been in effect during the entire period after such date and (ii) with respect to Indebtedness, all Indebtedness Incurred from the date of the achievement of such Investment Grade ratings to the date of any such reinstatement will be classified as having been Incurred pursuant to and permitted under the Consolidated Fixed Charge Coverage Ratio or one of the clauses set forth in the second paragraph under "—Limitations on additional indebtedness" (to the extent such Indebtedness would be permitted to be Incurred thereunder as of the date of such reinstatement and after giving effect to Indebtedness Incurred prior to the date of achievement of such Investment Grade rating and outstanding on the date of such reinstatement). To the extent any Indebtedness would not be permitted to be Incurred pursuant to the Consolidated Fixed Charge Coverage Ratio or any of the clauses set forth in the second paragraph under "—Limitations on additional indebtedness", such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified as Existing Indebtedness and permitted to be refinanced as Refinancing Indebtedness under clause (i) (A) of the second paragraph under "—Limitations on additional indebtedness."

Events of default

The following are Events of Default under the Indenture:

(i) the failure by the Company to pay interest on any note when the same becomes due and payable and the continuance of any such failure for a period of 30 days;

(ii) the failure by the Company to pay the principal or premium of any note when the same becomes due and payable at maturity, upon acceleration or otherwise (including the failure to make payment pursuant to a Change of Control Offer, a Net Worth Offer or an Excess Proceeds Offer);

(iii) the failure by the Company or any of its Subsidiaries to comply with any of its agreements or covenants in, or provisions of, the notes, the Subsidiary Guarantees or the Indenture and such failure continues for the period and after the notice specified below;

(iv) the acceleration of any Indebtedness (other than Non-Recourse Indebtedness) of the Company or any of its Subsidiaries that has an outstanding principal amount of $25 million or more in the aggregate;

(v) the failure by the Company or any of its Subsidiaries to make any principal or interest payment in respect of Indebtedness (other than Non-Recourse Indebtedness) of the Company or any of its Subsidiaries with an outstanding aggregate amount of $25 million or more within five days of such principal or interest payment becoming due and payable (after giving effect to any applicable grace period set forth in the documents governing such Indebtedness); provided, that if such failure to pay shall be remedied, waived or extended, then the Event of Default hereunder shall be deemed likewise to be remedied, waived or extended without further action by the Company;

(vi) a final judgment or judgments that exceed $25 million or more in the aggregate, for the payment of money, having been entered by a court or courts of competent jurisdiction against the Company or any of its Subsidiaries and such judgment or judgments is not satisfied, stayed, annulled or rescinded within 60 days of being entered;

(vii) the Company or any Material Subsidiary pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case,

(B) consents to the entry of an order for relief against it in an involuntary case,

(C) consents to the appointment of a Custodian of it or for all or substantially all of its property, or

(D) makes a general assignment for the benefit of its creditors;

(viii) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company or any Material Subsidiary as debtor in an involuntary case,

(B) appoints a Custodian of the Company or any Material Subsidiary or a Custodian for all or substantially all of the property of the Company or any Material Subsidiary, or

(C) orders the liquidation of the Company or any Material Subsidiary and the order or decree remains unstayed and in effect for 60 days; or

(ix) any Subsidiary Guarantee ceases to be in full force and effect (other than in accordance with the terms of such Subsidiary Guarantee and the Indenture) or is declared null and void and unenforceable or found to be invalid or any Subsidiary Guarantor denies its liability under its Subsidiary Guarantee (other than by reason of release of a Subsidiary Guarantor from its Subsidiary Guarantee in accordance with the terms of the Indenture and the Subsidiary Guarantee).

A Default as described in sub-clause (iii) above will not be deemed an Event of Default until the Trustee notifies the Company, or the Holders of at least 25% in principal amount of the then outstanding notes notify the Company and the Trustee, of the Default and the Company does not cure the Default within 60 days after receipt of the notice. The notice must specify the Default, demand that it be remedied and state that the notice is a "Notice of Default." If such a Default is cured within such time period, it ceases.

If an Event of Default (other than an Event of Default specified in sub-clauses (vii) and (viii) above) shall have occurred and be continuing under the Indenture, the Trustee by notice to the

Company, or the Holders of at least 25% in principal amount of the notes then outstanding by notice to the Company and the Trustee, may declare all notes to be due and payable immediately. Upon such declaration of acceleration, the amounts due and payable on the notes, as determined pursuant to the provisions of the "Acceleration" section of the Indenture, will be due and payable immediately. If an Event of Default with respect to the Company specified in sub-clauses (vii) and (viii) above occurs, such an amount will ipso facto become and be immediately due and payable without any declaration, notice or other act on the part of the Trustee and the Company or any Holder. The Holders of a majority in principal amount of the notes then outstanding by written notice to the Trustee and the Company may waive such Default or Event of Default (other than any Default or Event of Default in payment of principal or interest) on the notes under the Indenture. Holders of a majority in principal amount of the then outstanding notes may rescind an acceleration and its consequence (except an acceleration due to nonpayment of principal or interest on the notes) if the rescission would not conflict with any judgment or decree and if all existing Events of Default have been cured or waived.

The Holders may not enforce the provisions of the Indenture, the notes or the Subsidiary Guarantees except as provided in the Indenture. Subject to certain limitations, Holders of a majority in principal amount of the notes then outstanding may direct the Trustee in its exercise of any trust or power; provided, however, that such direction does not conflict with the terms of the Indenture. The Trustee may withhold from the Holders notice of any continuing Default or Event of Default (except any Default or Event of Default in payment of principal or interest on the notes or that resulted from the failure to comply with the covenant entitled "Change of control") if the Trustee determines that withholding such notice is in the Holders' interest.

The Company is required to deliver to the Trustee a quarterly statement regarding compliance with the Indenture, and include in such statement, if any Officer of the Company is aware of any Default or Event of Default, a statement specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto. In addition, the Company is required to deliver to the Trustee prompt written notice of the occurrence of any Default or Event of Default and any other development, financial or otherwise, which might materially affect its business, properties or affairs or the ability of the Company to perform its obligations under the Indenture.

Reports

The Indenture provides that, as long as any of the notes are outstanding, the Company will deliver to the Trustee and mail to each Holder within 15 days after the filing of the same with the Commission copies of the quarterly and annual reports and of the information, documents and other reports with respect to the Company and the Subsidiary Guarantors, if any, which the Company and the Subsidiary Guarantors may be required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act. The Indenture further provides that, notwithstanding that neither the Company nor any of the Guarantors may be required to remain subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company will continue to file with the Commission and provide the Trustee and Holders with such annual and quarterly reports and such information, documents and other reports with respect to the Company and the Subsidiary Guarantors as are required under Sections 13 and 15(d) of the Exchange Act. If filing of documents by the Company with the Commission as aforementioned in this paragraph is not permitted under the Exchange Act, the Company shall promptly upon written notice supply copies of such documents to any prospective holder. The Company and each Subsidiary Guarantor will also comply with the other provisions of Section 314(a) of the Trust Indenture Act.

Discharge of indenture

The Indenture permits the Company and the Subsidiary Guarantors to terminate all of their respective obligations under the Indenture, other than the obligation to pay interest on and the

principal of the notes and certain other obligations, at any time by (i) depositing in trust with the Trustee, under an irrevocable trust agreement, money or U.S. Government Obligations in an amount sufficient to pay principal of and interest on the notes to their maturity or redemption, as the case may be, and to pay all other sums payable by the Company and the Subsidiary Guarantors under the Indenture as they become due and (ii) complying with certain other conditions, including delivery to the Trustee of an opinion of counsel to the effect that Holders will not recognize income, gain or loss for federal income tax purposes as a result of the Company's exercise of such right and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case otherwise.

In addition, the Indenture permits the Company and the Subsidiary Guarantors to terminate all of their respective obligations under the Indenture (including the obligations to pay interest on and the principal of the notes and certain other obligations), at any time by (i) depositing in trust with the Trustee, under an irrevocable trust agreement, money or U.S. Government Obligations in an amount sufficient (without regard to reinvestment of any interest thereon), in the opinion of a nationally recognized firm of independent public accountants expressed in a written certificate thereof delivered to the Trustee, to pay principal of and interest on the notes to their maturity or redemption, as the case may be, and to pay all other sums payable by the Company and the Subsidiary Guarantors under the Indenture as they become due and (ii) complying with certain other conditions, including delivery to the Trustee of an opinion of counsel that the Company has received from the Internal Revenue Service a ruling or that since the date of the Indenture there has been a change in the applicable federal income tax law, in either case to the effect that Holders will not recognize income, gain or loss for federal income tax purposes as a result of the Company's exercise of such right and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case otherwise.

Transfer and exchange

A Holder will be able to transfer or exchange notes only in accordance with the provisions of the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents, and to pay any taxes and fees required by law or permitted by the Indenture.

Amendment, supplement and waiver

Subject to certain exceptions, the Indenture or the notes may be amended or supplemented with the consent (which may include consents obtained in connection with a tender offer or exchange offer for notes) of the Holders of at least a majority in principal amount of the notes then outstanding, and any existing Default or Event of Default (other than any continuing Default or Event of Default in the payment of interest on or the principal of the notes) under, or compliance with any provision of, the Indenture may be waived with the consent (which may include consents obtained in connection with a tender offer or exchange offer for notes) of the Holders of a majority in principal amount of the notes then outstanding. Without the consent of any Holder, the Company, the Subsidiary Guarantors and the Trustee may amend the Indenture or the notes or waive any provision of the Indenture to cure any ambiguity, defect or inconsistency, to comply with the "Limitations on Mergers and Consolidations" section set forth in the Indenture; to provide for uncertificated notes in addition to certificated notes; to make any change that does not adversely affect the legal rights under the Indenture of any Holder; to comply with or qualify the Indenture under the Trust Indenture Act; or to reflect a Subsidiary Guarantor ceasing to be liable on the Subsidiary Guarantees because it is no longer a Subsidiary of the Company.

Without the consent of each Holder affected, the Company may not

(i) reduce the amount of notes whose Holders must consent to an amendment, supplement or waiver,

(ii) reduce the rate of or change the time for payment of interest, including default interest, on any note,

(iii) reduce the principal of or change the fixed maturity of any note or alter the provisions with respect to redemption under the "Optional Redemption" section set forth in the Indenture or with respect to mandatory offers to repurchase notes pursuant to the "Disposition of Proceeds of Asset Sales," "Change of Control" and "Maintenance of Consolidated Tangible Net Worth" covenants set forth in the Indenture,

(iv) make any note payable in money other than that stated in the note,

(v) make any change in the "Waiver of Past Defaults and Compliance with Indenture Provisions", "Rights of Holders to Receive Payment" or, in part, the "With Consent of Holders" sections set forth in the Indenture,

(vi) modify the ranking or priority of the notes or any Subsidiary Guarantee,

(vii) release any Subsidiary Guarantor from any of its obligations under its Subsidiary Guarantee or the Indenture otherwise than in accordance with the terms of the Indenture, or

(viii) waive a continuing Default or Event of Default in the payment of principal of or interest on the notes.

The right of any Holder to participate in any consent required or sought pursuant to any provision of the Indenture (and the obligation of the Company to obtain any such consent otherwise required from such Holder) may be subject to the requirement that such Holder shall have been the Holder of record of any notes with respect to which such consent is required or sought as of a date identified by the Trustee in a notice furnished to Holders in accordance with the terms of the Indenture.

No personal liability of incorporators, shareholders, officers, directors or employees

The Indenture provides that no recourse for the payment of the principal of, premium, if any, or interest on any of the notes, or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company or any Subsidiary Guarantor in the Indenture or in any of the notes or because of the creation of any Indebtedness represented thereby, shall be had against any incorporator, shareholder, officer, director, employee or controlling person of the Company, any Subsidiary Guarantor or any successor Person thereof. Each Holder, by accepting such notes waives and releases all such liability.

Concerning the trustee

The Indenture contains certain limitations on the rights of the Trustee, should it become a creditor of the Company, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest (as defined in the Indenture), it must eliminate such conflict or resign.

The Holders of a majority in principal amount of the then outstanding notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, subject to certain exceptions. The Indenture provides that in case an Event of Default occurs and is not cured, the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent person in similar circumstances in the conduct of his own affairs. Subject to such

provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any Holder, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to the Trustee.

Governing law

The Indenture, the notes and the Subsidiary Guarantees are governed by the laws of the State of New York.

Book-entry, delivery and form of notes

The new notes will be represented by one or more global notes, referred to herein as global notes, in definitive form. The global notes will be deposited on the Issue Date with, or on behalf of, the Depository Trust Company, or DTC, and registered in the name of Cede & Co., as nominee of DTC. Cede & Co. is referred to herein as the global note holder. DTC will maintain the notes in denominations of $1,000 and integral multiples thereof through its book-entry facilities.

We have been advised by DTC of the following:

DTC is a limited purpose trust company that was created to hold securities for its participating organizations, referred to herein as participants, including the Euroclear System and Clearstream Banking, Société Anònyme, Luxembourg, and to facilitate the clearance and settlement of transactions in these securities between participants through electronic book-entry changes in accounts of its participants. DTC's participants include securities brokers and dealers, banks and trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other indirect participants such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly. Persons who are not participants may beneficially own securities held by or on behalf of DTC only through DTC's participants or indirect participants. Pursuant to procedures established by DTC, ownership of the notes will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC (with respect to the interests of DTC's participants) and the records of DTC's participants (with respect to the interests of DTC's indirect participants).

The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer the notes will be limited to such extent.

So long as the global note holder is the registered owner of any notes, it will be considered the sole holder of outstanding notes represented by such global notes under the indenture governing the notes. Except as provided below, owners of notes will not be entitled to have notes registered in their names and will not be considered the owners or holders thereof under the indenture governing the notes for any purpose, including with respect to the giving of any directions, instructions, or approvals to the trustee thereunder. Neither we, the guarantors of the notes or the trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of notes by DTC, or for maintaining, supervising or reviewing any records of DTC relating to such notes.

Payments in respect of the principal of, premium, if any, and interest on any notes registered in the name of a global note holder on the applicable record date will be payable by the trustee to or at the direction of such global note holder in its capacity as the registered holder under the indenture governing the notes. Under the terms of such indenture, Beazer Homes and the Trustee may treat the persons in whose names any notes, including the global notes, are registered as the owners thereof for the purpose of receiving such payments and for any and all other purposes whatsoever. Consequently, neither Beazer Homes nor the trustee has or will have any responsibility or liability for the payment of such amounts to beneficial owners of notes (including principal, premium, if any, and interest). We believe, however, that it is currently the policy of DTC to immediately credit the accounts of the

relevant participants with such payments, in amounts proportionate to their respective beneficial interests in the relevant security as shown on the records of DTC. Payments by DTC's participants and indirect participants to the beneficial owners of notes will be governed by standing instructions and customary practice and will be the responsibility of DTC's participants or indirect participants.

Subject to certain conditions, any person having a beneficial interest in the global notes may, upon request to the trustee and confirmation of such beneficial interest by DTC, its participants or indirect participants, exchange such beneficial interest for notes in definitive form. Upon any such issuance, the trustee is required to register such notes in the name of and cause the same to be delivered to, such person or persons (or the nominee of any thereof). Such notes would be issued in fully registered form and would be subject to the legal requirements described in this offering memorandum under the caption "Notice to investors." In addition, if (i) we notify the trustee in writing that DTC is no longer willing or able to act as a depositary and we are unable to locate a qualified successor within 90 days or (ii) we, at our option, notify the trustee in writing that we elect to cause the issuance of notes in definitive form under the indenture governing the notes, then, upon surrender by the relevant global note holder of its global note, notes in such form will be issued to each person that such global note holder and DTC identifies as being the beneficial owner of the related notes.

Neither Beazer Homes nor the trustee will be liable for any delay by the global note holder or DTC in identifying the beneficial owners of notes and Beazer Homes and the trustee may conclusively rely on, and will be protected in relying on, instructions from the global note holder or DTC for all purposes.

Although DTC and its participants are expected to follow the foregoing procedures in order to facilitate transfers of interests in global securities among DTC's participants, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued at any time. Neither Beazer Homes, the trustee nor any paying, agent will have any responsibility for the performance of DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

General

The following is a general discussion of the material United States federal income tax consequences of the exchange of original notes for new notes and the purchase, ownership and disposition of the new notes to United States holders and, in certain circumstances, non-United States holders.

This summary deals only with notes held as capital assets within the meaning of section 1221 of the Internal Revenue Code of 1986, as amended, hereafter referred to as the Code, and does not deal with special situations, such as those of broker dealers, tax-exempt organizations, partnerships or other pass through entities or investors in such entities, individual retirement accounts and other tax deferred accounts, financial institutions, insurance companies, or persons holding the notes as part of a hedging or conversion transaction or straddle, or a constructive sale, or persons who have ceased to be United States citizens or to be taxed as resident aliens or persons whose functional currency is not the U.S. dollar. Furthermore, the discussion below is based upon the provisions of the Code, and regulations, rulings and judicial decisions thereunder as of the date hereof, and such authorities may be subject to change, possibly with retroactive effect, so as to result in United States federal income tax consequences different from those discussed below. In addition, except as otherwise indicated, the following does not consider the effect of any applicable foreign, state, local or other tax laws or estate or gift tax considerations.

As used herein, a "United States holder" is a beneficial owner of a note that is, for United States federal income tax purposes,

- an individual who is a citizen or resident of the United States,
- a corporation or other entity treated as a corporation created or organized in or under the laws of the United States or any political subdivision thereof,
- an estate the income of which is subject to United States federal income taxation regardless of its source,
- a trust if a United States court is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, and
- a certain type of trust in existence on August 20, 1996, which was treated as a United States person under the Code in effect immediately prior to such date and which has made a valid election to be treated as a United States person under the Code.

A "non-United States holder" is a beneficial owner of a note who is not a United States holder.

If a partnership holds notes, the tax treatment of a partner generally will depend upon the status of the partner and upon the activities of the partnership. If you are a partner in a partnership holding outstanding notes, we suggest that you consult your tax advisor.

Persons considering participating in the exchange offer, or considering the purchase, ownership or disposition of notes should consult their own tax advisors concerning the United States federal income tax consequences in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction.

Exchange Offer

Pursuant to this exchange offer, holders are entitled to exchange the original notes for new notes that will be substantially identical in all material respects to the original notes, except that the new

notes will be registered and therefore generally will not be subject to transfer restrictions. Participation in the exchange offer should not result in a taxable exchange to the Company or you. Accordingly,

- no gain or loss will be realized by you upon receipt of a new note,
- the holding period of a new note will include the holding period of the original note exchanged therefor, and
- the adjusted tax basis of the new notes will be the same as the adjusted tax basis of the original notes exchanged at the time of the exchange.

United States Holders

Payments of Interest on Notes

Interest on the notes will be taxable to a United States holder as ordinary income at the time it is paid or accrued in accordance with the United States holder's regular method of accounting for tax purposes. The original notes were not, and the new notes will not be issued with original issue discount and the remainder of this section so assumes.

Sale, Exchange, Redemption or Retirement of the Notes

Upon the sale, exchange, redemption, retirement or other taxable disposition of a note, a United States holder will generally recognize gain or loss in an amount equal to the difference between:

- the amount of cash and the fair market value of other property received in exchange therefor and
- the holder's adjusted tax basis in such note.

Amounts attributable to accrued but unpaid interest on the notes will be treated as ordinary interest income as described above. A United States holder's adjusted tax basis in a note generally will equal the purchase price paid by the holder for the note.

Gain or loss realized on the sale, exchange, retirement or other taxable disposition of a note will be capital gain or loss and will be long-term capital gain or loss if at the time of sale, exchange, redemption, retirement or other taxable disposition, the note has been held by a United States holder for more than twelve months. The current maximum rate of tax on long-term capital gains with respect to notes held by an individual is 15%. The deductibility of capital losses is subject to certain limitations.

Information Reporting and Backup Withholding

Backup withholding and information reporting requirements may apply to certain payments of interest on a note and to the proceeds of the sale, redemption or other disposition of a note. We, our agent, a broker, the trustee or the paying agent, as the case may be, will be required to withhold from any payment that is subject to backup withholding a backup withholding tax if a United States holder, other than an exempt recipient such as a corporation, fails to furnish its taxpayer identification number, certify that such number is correct, certify that such holder is not subject to withholding or otherwise comply with the applicable backup withholding rules. Pursuant to legislation enacted in 2003, the backup withholding rate is 28%. This legislation is scheduled to expire and the backup withholding rate will be 31% for amounts paid after December 31, 2010 unless Congress enacts legislation providing otherwise. A United States holder will generally be eligible for an exemption from backup withholding by providing a properly completed Internal Revenue Service Form W-9 to the applicable payor. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a holder of the notes will be allowed as a refund or a credit against such holder's United

States federal income tax liability, provided the required information is furnished to the Internal Revenue Service.

Non-United States Holders

United States Federal Withholding Tax

The payment to a non-United States holder of interest on a note that is not effectively connected with such holder's conduct of a United States trade or business generally will not be subject to United States federal withholding tax, pursuant to the "portfolio interest exception," provided that

- the non-United States holder does not directly, indirectly or constructively own 10% or more of the total combined voting power of all of our classes of corporate stock,
- the non-United States holder is not a controlled foreign corporation that is related to us through stock ownership within the meaning of the Code, and
- the non-United States holder is not a bank whose receipt of interest on a note is described in section 881(c)(3)(A) of the Code;

and provided that either:

- the beneficial owner of the note certifies to us or our paying agent, under penalties of perjury, that it is not a United States holder and provides its name and address on an Internal Revenue Service Form W-8BEN, or a suitable substitute form, or
- a securities clearing organization, bank or other financial institution that holds the notes on behalf of such non-United States holder in the ordinary course of its trade or business certifies to us or our paying agent, under penalties of perjury, that such a Form W-8BEN or suitable substitute form, has been received from the beneficial owner by it or by a financial institution between it and the beneficial owner and furnishes the payor with a copy thereof.

Alternative methods may be applicable for satisfying the certification requirement described above.

If a non-United States holder cannot satisfy the requirements of the portfolio interest exception described above, payments of interest made to such non-United States holder will be subject to a 30% withholding tax, unless the beneficial owner of the note provides us or our paying agent with a properly executed:

- Form W-8BEN or successor form (or a suitable substitute form), claiming an exemption from or reduction in the rate of withholding under the benefit of an applicable income tax treaty, or
- Form W-8ECI, or successor form (or a suitable substitute form), stating that interest paid on the note is not subject to withholding tax because it is effectively connected with the beneficial owner's conduct of a trade or business in the United States.

In addition, the non-United States holder may under certain circumstances be required to obtain a United States taxpayer identification number and make certain certifications to us. Non-United States holders should consult their tax advisors regarding the effect, if any, of the withholding regulations.

United States Federal Income Tax

Except for the possible application of United States federal withholding tax discussed above, or backup withholding tax discussed below, a non-United States holder generally will not be subject to

United States federal income tax on payments of interest and principal on the notes, or on any gain realized upon the sale, exchange, redemption or retirement of a note, unless:

- such payments and gain are effectively connected with the conduct by such holder of a trade or business in the United States, and, if required by an applicable income tax treaty as a condition for subjecting the non-United States holder to United States taxation on a net income basis, the gain is attributable to a permanent establishment maintained in the United States, or

- in the case of gains derived by an individual, such individual is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are met.

If a non-United States holder is engaged in a trade or business in the United States and interest on the note or gain realized upon disposition of a note is effectively connected with the conduct of such trade or business, such non-United States holder will be subject to United States federal income tax, in the same manner as if it were a United States holder. In addition, if such non-United States holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% of its effectively connected earnings and profits (which may include both any interest on a note and any gain on a disposition of a note), subject to adjustment, for that taxable year unless it qualifies for a lower rate under an applicable income tax treaty. If a non United States holder is subject to the 183 day rule described above, such holder generally will be subject to United States federal income tax at a rate of 30% (or the lower applicable treaty rate) on the amount by which capital gains allocable to United States sources exceed capital losses allocable to United States sources.

Special rules may apply to certain non-United States holders, such as "controlled foreign corporations," "passive foreign investment companies" and "foreign personal holding companies," that are subject to special treatment under the Code. Such entities should consult their own tax advisors to determine the United States federal, state, local and other tax consequences that may be relevant to them or to their shareholders.

Information Reporting and Backup Withholding

We must report annually to the Internal Revenue Service and to each non-United States holder any interest that is subject to withholding, or that is exempt from United States withholding tax pursuant to a tax treaty, or interest that is exempt from United States withholding tax under the portfolio interest exception. Copies of these information returns may also be made available under the provisions of a specific tax treaty or agreement with the tax authorities of the country in which the non-United States holder resides.

Non-United States holders may be subject to backup withholding and additional information reporting requirements. However, backup withholding and additional information reporting requirements generally do not apply to payments of interest made by us or a paying agent to non-United States holders if the certification described above under "United States Federal Withholding Tax" is received.

If the foreign office of a foreign "broker," as defined in the applicable Treasury regulations, pays the proceeds of a sale, redemption or other disposition of a note to the seller thereof outside the United States, backup withholding and information reporting requirements will generally not apply. However, information reporting requirements, but not backup withholding, will generally apply to a payment by a foreign office of a broker that is a United States person or a "United States related person," unless the broker has documentary evidence in its records that the holder is a non-United

States holder and certain other conditions are met or the holder otherwise establishes an exemption. For this purpose, a "United States related person" is:

- a foreign person that derives 50% or more of its gross income from all sources in specified periods from activities that are effectively connected with the conduct of a trade or business in the United States,
- a "controlled foreign corporation" (a foreign corporation controlled by certain United States shareholders), or
- a foreign partnership, if at any time during its tax year, one or more of its partners are United States persons, as defined in the applicable Treasury regulations, who in the aggregate hold more than 50% of the income or capital interest in the partnership, or if at any time during its taxable year, such foreign partnership is engaged in a trade or business in the United States.

Payment by a United States office of any United States or foreign broker is generally subject to both backup withholding and information reporting unless the holder certifies under penalties of perjury that it is a non-United States holder or otherwise establishes an exemption.

Pursuant to legislation enacted in 2003, the backup withholding rate is 28%. This legislation is scheduled to expire and the backup withholding rate will be 31% for amounts paid after December 31, 2010 unless Congress enacts legislation providing otherwise.

Any amounts withheld under the backup withholding rules from a payment to a holder of the notes may be allowed as a refund or a credit against such holder's United States federal income tax liability, provided that the required information is timely furnished to the Internal Revenue Service.

Non-United States holders should consult their tax advisers concerning the possible application of Treasury regulations and income tax treaties to any payments made on or with respect to the notes.

PLAN OF DISTRIBUTION

If you wish to exchange your original notes in the exchange offer, you will be required to make representations to us as described in "The Exchange Offer—Exchange Offer Procedures" in this prospectus and in the letter of transmittal. In addition, each broker-dealer that receives new notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of new notes received in exchange for original notes where such original notes were acquired as a result of market-making activities or other trading activities. We have agreed to use our reasonable best efforts to make this prospectus, as amended or supplemented, available to any broker-dealer for a period of 180 days after the date of this prospectus for use in connection with any such resale.

We will not receive any proceeds from any sale of new notes by broker-dealers. New notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the new notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such new notes. Any broker-dealer that resells new notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such new notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of new notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

A broker-dealer that acquired original notes directly from us cannot exchange the original notes in the exchange offer. Any holder who tenders in the exchange offer for the purpose of participating in a distribution of the new notes cannot rely on the no-action letters of the staff of the SEC and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

For a period of 180 days after the date of this prospectus, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer, including the expenses of one counsel for the holders of the original notes, other than commissions or concessions of any brokers or dealers, and will indemnify the holders of the original notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The enforceability of the notes and the guarantees and other matters will be passed upon for us by Paul, Hastings, Janofsky & Walker LLP. Certain legal matters as to the guarantees given by the Subsidiary Guarantors will be passed upon by the following law firms: Tune, Entrekin & White, P.C.; Hogan & Hartson L.L.P.; Gibbons, Del Deo, Dolan, Griffinger & Vecchione, P.C.; Fossett & Brugger, Chartered; Young, Goldman & Van Beek, P.C.; Barnes & Thornburg LLP; Womble, Carlyle, Sandridge & Rice PLLC; and Gardere Wynne Sewell LLP.

EXPERTS

The consolidated financial statements incorporated in this prospectus by reference from the Beazer Homes USA, Inc. Annual Report on Form 10-K for the year ended September 30, 2004, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the adoption of Financial Accounting Standards Board Interpretation No. 46), which is incorporated herein by reference and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission, or SEC, a registration statement on Form S-4 (SEC File No. 333-). This prospectus, which forms part of this registration statement, does not contain all the information included in the registration statement. For further information about us and the securities offered in this prospectus, you should refer to the registration statement and exhibits.

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the internet at the SEC's web site at http://www.sec.gov. You may also read and copy any document we file at the SEC's public reference room at 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room. In addition, because our common stock is listed on the New York Stock Exchange, reports and other information concerning us can also be inspected at the office of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005.

We maintain an internet site at *http://www.beazer.com* which contains information concerning us and our subsidiaries. The information contained on our internet site and those of our subsidiaries is not incorporated by reference in this prospectus and should not be considered a part of this prospectus.

Information that we file with the SEC after the date of this prospectus will automatically modify and supersede the information included or incorporated by reference in this prospectus to the extent that the subsequently filed information modifies or supersedes the existing information. We incorporate by reference the following document filed by us (SEC File No. 1-12822) and any future filings made by us with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, until the date that the exchange offer terminates:

- Our annual report on Form 10-K for the fiscal year ended September 30, 2004; and
- Our quarterly reports on Form 10-Q for the fiscal quarters ended December 31, 2004, March 31, 2005 and June 30, 2005.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this prospectus and, if given or made, such information or representations must not be relied upon as having been authorized by the Company or the Initial Purchaser. This prospectus does not constitute an offer to sell, or a solicitation of an offer to buy any of the securities offered hereby in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. Neither the delivery of this prospectus nor any sale made hereunder shall under any circumstances create any implication that the information herein is correct as of any time after the date hereof or that there has not been a change in the affairs of the Company since the date hereof.

PROSPECTUS

, 2005

Beazer Homes USA, Inc.

Offer to Exchange
6.875% Senior Notes due 2015,
which have been registered under
the Securities Act of 1933,
for any and all outstanding
6.875% Senior Notes due 2015,
which have not
been registered under
the Securities Act of 1933

Until , 2005 (90 days after the date of this prospectus), all dealers that effect transactions in the exchange notes, whether or not participating in this distribution, may be required to deliver a prospectus. This is in addition to dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 21. Indemnification of Officers and Directors.

Indemnification of the Officers and Directors of Beazer Homes USA, Inc., Beazer Mortgage Corporation, Beazer Homes Holding Corp., Beazer Homes Sales, Inc. and Beazer Homes Texas Holdings, Inc.

Beazer Homes USA, Inc., Beazer Mortgage Corporation, Beazer Homes Holding Corp., Beazer Homes Sales, Inc. and Beazer Homes Texas Holdings, Inc. are corporations organized under the laws of the State of Delaware.

Section 102(b)(7) of the Delaware General Corporation Law, the DGCL, enables a corporation incorporated in the State of Delaware to eliminate or limit, through provisions in its original or amended certificate of incorporation, the personal liability of a director for violations of the director's fiduciary duties, except (i) for any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) any liability imposed pursuant to Section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions) or (iv) for any transaction from which a director derived an improper personal benefit.

Section 145 of the DGCL provides that a corporation incorporated in the State of Delaware may indemnify any person or persons, including officers and directors, who are, or are threatened to be made, parties to any threatened, pending or completed legal action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such officer, director, employee, or agent acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, for criminal proceedings, had no reasonable cause to believe that the challenged conduct was unlawful. A corporation incorporated in the State of Delaware may indemnify officers and directors in an action by or in the right of the corporation under the same conditions, except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must provide indemnification against the expenses that such officer or director actually and reasonably incurred.

Section 145(g) of the DGCL authorizes a corporation incorporated in the State of Delaware to provide liability insurance for directors and officers for certain losses arising from claims or charges made against them while acting in their capacities as directors or officers of the corporation.

The certificates of incorporation of Beazer Homes USA, Inc., Beazer Mortgage Corporation, Beazer Homes Holding Corp., Beazer Homes Sales, Inc. and Beazer Homes Texas Holdings, Inc. provide that no director shall be personally liable to the corporation or its stockholders for violations of the director's fiduciary duties, except to the extent that a director's liability may not be limited as described above in the discussion of Section 102(b)(7) of the DGCL.

The bylaws of Beazer Homes USA, Inc., Beazer Mortgage Corporation, Beazer Homes Holding Corp., Beazer Homes Sales, Inc. and Beazer Homes Texas Holdings, Inc. provide that the corporation shall indemnify each person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or

investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (an "Indemnitee"), against expenses (including attorneys' and other professionals' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with such action, suit or proceeding, if the Indemnitee acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The corporation shall indemnify an Indemnitee in an action by or in the right of the corporation under the same conditions, except that no indemnification shall be made in respect of any claim, issue or matter as to which the Indemnitee shall have been adjudged liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

The bylaws of Beazer Homes USA, Inc., Beazer Mortgage Corporation, Beazer Homes Holding Corp., Beazer Homes Sales, Inc. and Beazer Homes Texas Holdings, Inc. provide that any indemnification pursuant to the bylaws (except indemnification ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination the indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct described above. However, to the extent that an Indemnitee is successful on the merits or otherwise in the defense of any action, suit or proceeding described above, or in the defense of any claim, issue or matter therein, the Indemnitee shall be indemnified against reasonable expenses (including attorneys' and other professionals' fees) actually and reasonably incurred by the Indemnitee in connection therewith, without the necessity of authorization in the specific case.

Furthermore, the bylaws of Beazer Homes USA, Inc., Beazer Mortgage Corporation, Beazer Homes Holding Corp., Beazer Homes Sales, Inc. and Beazer Homes Texas Holdings, Inc. provide that the expenses (including attorney's and other professionals' fees) incurred by an officer or director in defending any threatened or pending civil, criminal, administrative or investigative action, suit or proceeding may, but shall not be required to, be paid by the corporation in advance of the final disposition of the suit, action or proceeding upon receipt of an undertaking by or on behalf of such officer or director to repay such amount if it shall ultimately be determined that such person is not entitled to indemnification by the corporation pursuant to the bylaws.

The bylaws of Beazer Homes USA, Inc., Beazer Mortgage Corporation, Beazer Homes Holding Corp., Beazer Homes Sales, Inc. and Beazer Homes Texas Holdings, Inc. also provide that the indemnification and advancement of expenses provided in the bylaws shall not be deemed to be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any other provision of the bylaws, agreement or contract, by vote of the stockholders or of the disinterested directors or pursuant to the direction of any court of competent jurisdiction.

In addition, the bylaws of Beazer Homes USA, Inc., Beazer Mortgage Corporation, Beazer Homes Holding Corp., Beazer Homes Sales, Inc. and Beazer Homes Texas Holdings, Inc. provide that the corporation may purchase and maintain liability insurance for directors and officers for certain losses arising from claims or charges made against them while acting in their capacities as directors or officers of the corporation.

Indemnification of the Officers and Directors of Beazer Allied Companies Holdings, Inc., Beazer Homes Indiana Holdings Corp., Beazer General Services, Inc., Beazer Realty Los Angeles, Inc. and Beazer Realty Sacramento, Inc.

Beazer Allied Companies Holdings, Inc., Beazer Homes Indiana Holdings Corp., Beazer General Services, Inc., Beazer Realty Los Angeles, Inc. and Beazer Realty Sacramento, Inc. are corporations organized under the laws of the State of Delaware. For a description of the provisions of the DGCL addressing the indemnification of directors and officers see the discussion in "Indemnification of Officers and Directors of Beazer Homes USA, Inc., Beazer Mortgage Corporation, Beazer Homes Holding Corp., Beazer Homes Sales, Inc. and Beazer Homes Texas Holdings, Inc." above.

The certificates of incorporation of Beazer Allied Companies Holdings, Inc., Beazer Homes Indiana Holdings Corp., Beazer General Services, Inc., Beazer Realty Los Angeles, Inc. and Beazer Realty Sacramento, Inc. provide that no director shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability thereof is not permitted under the DGCL. The bylaws of these entities provide that the corporation shall indemnify members of the board of directors to the fullest extent permitted by the DGCL and that the corporation may, if authorized by the board of directors, indemnify its officers, employees, agents and any and all other persons who may be indemnified by the corporation against any and all expenses and liabilities.

Indemnification of the Officers and Directors of Homebuilders Title Services, Inc.

Homebuilders Title Services, Inc. is a corporation organized under the laws of the State of Delaware. For a description of the provisions of the DGCL addressing the indemnification of directors and officers see the discussion in "Indemnification of Officers and Director of Beazer Homes USA, Inc., Beazer Mortgage Corporation, Beazer Homes Holding Corp., Beazer Homes Sales, Inc. and Beazer Homes Texas Holdings, Inc." above.

The certificate of incorporation of Homebuilders Title Services, Inc. provides that that no director shall be personally liable to the corporation or its stockholders for violations of the director's fiduciary duties to the fullest extent permitted by the DGCL.

The bylaws of Homebuilders Title Services, Inc. provide that the corporation shall indemnify any director or officer who is or was a party or is threatened to be made a party to any threatened, pending or completed action suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding and/or the defense or settlement of such action or suit if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The corporation shall indemnify officers and directors in an action by or in the right of the corporation under the same conditions, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged liable to the corporation unless and only to the extent that a court in which such action or suit is brought determines that such person is fairly and reasonably entitled to indemnity.

Furthermore, the bylaws of Homebuilders Title Services, Inc. provide that the expenses incurred by a director or officer in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such

amount if it is ultimately determined that such director or officer is not entitled to be indemnified by the corporation. The indemnification and advancement of expenses provided in the bylaws is not be deemed to be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any other provision of the bylaws, agreement, contract or by vote of the stockholders or of the disinterested directors.

Indemnification of the General Partners of Beazer Homes Texas, L.P. and BH Building Products, LP

Beazer Homes Texas, L.P. and BH Building Products, LP are limited partnerships organized under the laws of the State of Delaware. Pursuant to Section 17-108 of the Delaware Revised Uniform Limited Partnership Act (the "Act"), a limited partnership may, subject to the standards set forth in the partnership agreement, indemnify and hold harmless any partner or other person from and against any and all claims and demands.

Pursuant to the agreements of limited partnership of Beazer Homes Texas, L.P. and BH Building Products, LP, neither their respective general partners nor any affiliate of the general partners shall have any liability to the limited partnership or any partner for any loss suffered by the applicable limited partnership which arises out of any action or inaction of the applicable general partner, so long as such general partner or its affiliates in good faith has determined that such action or inaction did not constitute fraud or misconduct. Further, pursuant to such agreements of limited partnership, each general partner and its affiliates shall be indemnified by the limited partnership to the fullest extent permitted by law against any losses, judgments, liabilities, damages, expenses and amounts paid in settlement of any claims sustained in connection with acts performed or omissions that are within the scope of the applicable limited partnership agreement, provided that such claims are not the result of fraud or willful misconduct. The limited partnerships may advance to their respective general partners or their affiliates any amounts required to defend any claim for which they may be entitled to indemnification. If it is ultimately determined that their respective general partners or their affiliates are not entitled to indemnification, then such person must repay any amounts advanced by the limited partnership.

Indemnification of the Officers and Directors of April Corporation

April Corporation is a corporation organized under the laws of the State of Colorado. Sections 7-109-101 through 7-109-110 of the Colorado Business Corporation Act ("CBCA") provide for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the CBCA, a corporation may purchase insurance on behalf of an officer or director of the corporation against any liability incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the CBCA.

The articles of incorporation of April Corporation provide that the corporation may indemnify each person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee, fiduciary or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner reasonably believed to be in the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The corporation shall indemnify directors, officers, employees, fiduciaries and agents of the corporation in an action by or in the right

of the corporation under the same conditions, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged liable for negligence or misconduct in the performance of the persons duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for those expenses which the court deems proper.

Indemnification of the Officers and Directors of Beazer Realty Corp.

Beazer Realty Corp. is a corporation organized under the laws of the State of Georgia. Sections 14-2-850 through 14-2-859 of the Georgia Business Corporation Code ("GBCC") provides for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the GBCC, a corporation may purchase insurance on behalf of an officer or director of the corporation incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the GBCC. The bylaws of Beazer Realty Corp. ("Realty") provide that Realty shall indemnify each officer and director to the fullest extent allowed by Georgia law and that Realty may obtain insurance on behalf of such officers and directors against any liabilities asserted against such persons whether or not Realty would have the power to indemnify them.

Indemnification of the Managers and Members of Beazer SPE, LLC

Beazer SPE, LLC is a limited liability company organized under the laws of the State of Georgia. Section 14-11-306 of the Georgia Limited Liability Company Act provides that subject to the standards and restrictions, if any, set forth in the article of organization or written operating agreement, a limited liability company may indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever arising in connection with the limited liability company; provided that a limited liability company shall not have the power to indemnify any member or manager for (i) for his or her intentional misconduct or knowing violation of the law or (ii) for any transaction for which the person received a personal benefit in violation of any provision of a written operating agreement. The operating agreement of Beazer SPE, LLC ("SPE") provides that members, employees and agents shall be entitled to indemnification to the fullest extent permitted by law.

Indemnification of the Partners of Beazer Homes Indiana LLP

Beazer Homes Indiana LLP is a limited liability partnership under the laws of the State of Indiana. Section 23-4-1-18 of the Indiana Uniform Partnership Act provides that a partnership must indemnify every partner in respect of payments made and personal liabilities reasonably incurred by him or her in the ordinary and proper conduct of its business, or for the preservation of its business or property. The partnership agreement of Beazer Homes Indiana LLP provides that it shall indemnify the managing partner and hold it harmless against liability to third parties for acts or omissions within the scope of authority of the managing partner.

Indemnification of the Members and Managers of Paragon Title, LLC and Trinity Homes, LLC

Paragon Title, LLC and Trinity Homes, LLC are limited liability companies organized under the laws of the State of Indiana. Section 23-18-4-4 of the Indiana Limited Liability Company Act provides that the operating agreement of a limited liability company may provide for the indemnification of a member or manager for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because such person is or was a member or manager.

The articles of organization of Paragon Title, LLC and Trinity Homes, LLC provide that the company shall indemnify any member or manager (and the responsible officers and directors of such member or manager), to the greatest extent not inconsistent with the laws and public policies of the State of Indiana, who is made a party to any proceeding because such person was or is a member or manager (or the responsible officers and directors of such member or manager), as a matter of right against all liability incurred by such person in connection with such proceeding, provided that (i) the members determine that the person has met the standard required for indemnification or (ii) the person is wholly successful on the merits or otherwise in the defense of such proceeding. A person will meet the standard required for indemnification if (i) the person conducted himself or herself in good faith, (ii) such person reasonably believed that his or her conduct was in or at least not opposed to the company, (iii) in the case of any criminal proceeding, such person had no reasonable cause to believe his or her conduct was unlawful, and (iv) such person's liability was not the result of the person's willful misconduct, recklessness, violation of the company's operating agreement or any improperly obtained financial or other benefit to which the person was not legally entitled.

The articles of organization of Paragon Title, LLC and Trinity Homes, LLC also provide that the company shall reimburse or pay the expenses of any member or manager (and the responsible officers and directors of such member or manager) in advance of the final disposition of the proceeding, provided that (i) the members make a determination that such person met the applicable standard of conduct, (ii) the person provides a written undertaking to repay any advancements if it is ultimately determined that such person is not entitled to them, and (iii) the person provides the company with an affirmation that he or she has met the applicable standard of conduct. The company may purchase insurance for the benefit of any person entitled to indemnification under the articles of organization.

Indemnification of the Members and Managers of Beazer Clarksburg, LLC

Beazer Clarksburg, LLC is a limited liability company organized under the laws of the State of Maryland. Section 4A-203 permits a limited liability company to indemnify and hold harmless any member, agent or employee from and against all claims and demands, except in the case of action or failure to act by the member, agent or employee which constitutes willful misconduct or recklessness, and subject to the standards and restrictions, if any set forth in the articles of organization or operating agreement.

The operating agreement of Beazer Clarksburg, LLC provide that no member or manager shall be liable, responsible or accountable in damages or otherwise to any other member or to the company for any act or omission performed or omitted by such person except for acts of gross negligence or intentional wrongdoing. The operating agreement also provides that the company shall endeavor to obtain liability or other insurance payable to the company (or as otherwise agreed by the members) to protect the company and the members from the acts or omissions of each of the members.

Indemnification of the Officers and Directors of Beazer/Squires Realty, Inc.

Beazer/Squires Realty, Inc. is a corporation organized under the laws of the State of North Carolina. Sections 55-8-50 through 55-8-58 of the North Carolina Business Corporation Act ("NCBA") provide for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the NCBA, a corporation may purchase insurance on behalf of an officer or director of the corporation for amounts incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the NCBA.

The bylaws of Beazer/Squires Realty, Inc. provide that any person who serves or has served as a director or who while serving as a director serves or has served, at the request of the corporation as a director, officer, partner, trustee, employee or agent of another entity or trustee or administrator under an employee benefit plan, shall have the right to be indemnified by the corporation to the fullest extent of the law for reasonable expenses, including attorneys' fees, and reasonable payments for judgments, decrees, fines, penalties or settlements of proceedings seeking to hold him or her liable as a result of his or her service to the corporation.

Indemnification of the Officers and Directors of Beazer Realty, Inc.

Beazer Realty, Inc. ("Beazer Realty") is a corporation organized under the laws of the State of New Jersey. Section 14A:3-5 of the New Jersey Business Corporation Act ("NJBA") provides for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the NJBA, a corporation may purchase insurance on behalf of an officer or director of the corporation against incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the NJBA. The certificate of incorporation and the bylaws of Beazer Realty provide that Beazer Realty shall indemnify its officers and directors to the fullest extent allowed by law.

Indemnification of the Officers and Directors of the Beazer Homes Corp.

Beazer Homes Corp. is a corporation organized under the laws of the State of Tennessee. Sections 48-18-501 through 48-18-509 of the Tennessee Business Corporation Act ("TBCA") provide for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the TBCA, a corporation may purchase insurance on behalf of an officer or director of the corporation against incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the TBCA. The charter and bylaws of Beazer Homes Corp. do not address the indemnification of officers and directors.

Indemnification of General Partner and Employees of Texas Lone Star Title, L.P.

Texas Lone Star Title, L.P. is a limited partnership organized under the laws of the State of Texas. Article 11 of the Texas Revised Limited Partnership Act ("TRLPA") provides for the indemnification of a general partner, limited partner, employee or agent by the limited partnership under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been a general partner, limited partner, employee or agent of the limited partnership. Under the TRLPA, a limited partnership may purchase insurance on behalf of a general partner, limited partner, employee or agent of the limited partnership against any liability incurred regardless of whether the person could be indemnified under the TRLPA.

The limited partnership agreement of Texas Lone Star Title, L.P. provides that in any threatened, pending or completed proceeding to which the general partner was or is a party or is threatened to be made a party by reason of the fact that the general partner was or is acting in such capacity (other than an action by or in the right of the limited partnership), the limited partnership shall indemnify the general partner against expenses, including attorney's fees, judgments and amounts paid in settlement actually and reasonably incurred by such general partner in connection with such action, suit or proceeding if the general partner acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the limited partnership, and provided that the conduct does not constitute fraud, gross negligence or gross misconduct.

Indemnification of the Officers and Directors of Homebuilders Title Services of Virginia Inc.

Homebuilders Title Services of Virginia Inc. is a corporation organized under the laws of the State of Virginia. Sections 13.1-697 through 13.1-704 of the Virginia Stock Corporation Act ("VSCA") provide for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the VSCA, a corporation may purchase insurance on behalf of an officer or director of the corporation against any liability incurred in an official capacity regardless of whether the person could be indemnified under the VSCA. The

bylaws of Homebuilders Title Services of Virginia Inc. provide that the corporation shall indemnify officers and directors to the fullest extent allowed by law.

Indemnification of the Members and Managers of Beazer Commercial Holdings, LLC, Beazer Homes Investments, LLC, Beazer Realty Services, LLC and BH Procurement Services, LLC

Beazer Commercial Holdings, LLC, Beazer Homes Investments, LLC, Beazer Realty Services, LLC and BH Procurement Services, LLC are limited liability companies organized under the laws of the State of Delaware. Section 18-108 of the Delaware Limited Liability Company Act provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. Neither the certificate of formation nor the operating agreement of any of Beazer Commercial Holdings, LLC, Beazer Homes Investments, LLC, Beazer Realty Services, LLC or BH Procurement Services, LLC address indemnification of members or managers.

Item 21. Exhibits and Financial Statement Schedules

Exhibit Number	Title
3.1(a)	Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc.(6)
3.1(b)	Articles of Incorporation of April Corporation(11)
3.1(c)	Certificate of Incorporation of Beazer Allied Companies Holdings, Inc. (11)
3.1(d)	Articles of Organization of Beazer Clarksburg, LLC(11)
3.1(e)	Charter of Beazer Homes Corp. (11)
3.1(f)	Certificate of Incorporation of Beazer Homes Holdings Corp. (11)
3.1(g)*	Certificate of Formation of Beazer Homes Investments, LLC
3.1(h)	Certificate of Incorporation of Beazer Homes Sales, Inc.(11)
3.1(i)	Certificate of Incorporation of Beazer Homes Texas Holdings, Inc. (11)
3.1(j)	Certificate of Limited Partnership of Beazer Homes Texas, L.P. (11)
3.1(k)	Certificate of Incorporation of Beazer Mortgage Corporation(11)
3.1(l)	Articles of Incorporation of Beazer Realty Corp. (11)
3.1(m)	Certificate of Incorporation of Beazer Realty, Inc. (11)
3.1(n)*	Certificate of Formation of Beazer Realty Services, LLC
3.1(o)	Articles of Organization of Beazer SPE, LLC(11)
3.1(p)	Articles of Incorporation of Beazer/Squires Realty, Inc. (11)
3.1(q)*	Registration to qualify as a limited liability partnership for Beazer Homes Indiana, LLP
3.1(r)*	Certificate of Formation of Beazer Commercial Holdings, LLC
3.1(s)*	Certificate of Incorporation Beazer General Services, Inc.
3.1(t)*	Certificate of Incorporation of Beazer Homes Indiana Holdings Corp.
3.1(u)*	Certificate of Incorporation of Beazer Realty Los Angeles, Inc.

3.1(v)*	Certificate of Incorporation of Beazer Realty Sacramento, Inc.
3.1(w)*	Certificate of Limited Partnership of BH Building Products, LP
3.1(x)	Certificate of Incorporation of Homebuilders Title Services of Virginia, Inc. (11)
3.1(y)	Articles of Incorporation of Homebuilders Title Services, Inc. (11)
3.1(z)	Articles of Organization of Paragon Title, LLC(11)
3.1(aa)*	Certificate of Formation of BH Procurement Services, LLC
3.1(ab)	Certificate of Limited Partnership of Texas Lone Star Title, L.P. (11)
3.1(ac)	Articles of Organization of Trinity Homes LLC(11)
3.2(a)	Second Amended and Restated By-laws of Beazer Homes USA, Inc. (16)
3.2(b)	By-Laws of April Corporation(11)
3.2(c)	By-Laws of Beazer Allied Companies Holdings, Inc. (11)
3.2(d)	Operating Agreement of Beazer Clarksburg, LLC(11)
3.2(e)	By-Laws of Beazer Homes Corp. (11)
3.2(f)	By-Laws of Beazer Homes Holdings Corp. (11)
3.2(g)*	Operating Agreement of Beazer Homes Investments, LLC
3.2(h)	By-Laws of Beazer Homes Sales, Inc.(11)
3.2(i)	By-Laws of Beazer Homes Texas Holdings, Inc. (11)
3.2(j)	Agreement of Limited Partnership of Beazer Homes Texas, L.P. (11)
3.2(k)	By-Laws of Beazer Mortgage Corporation(11)
3.2(l)	By-Laws of Beazer Realty Corp. (11)
3.2(m)	By-Laws of Beazer Realty, Inc. (11)
3.2(n)*	Operating Agreement of Beazer Realty Services, LLC
3.2(o)	Operating Agreement of Beazer SPE, LLC(11)
3.2(p)	By-Laws of Beazer/Squires Realty, Inc. (11)
3.2(q)(1)	Partnership Agreement of Beazer Homes Indiana, LLP(11)
3.2(q)(2)*	Amendment of Partnership Agreement of Beazer Homes Indiana, LLP
3.2(r)*	Operating Agreement of Beazer Commercial Holdings, LLC
3.2(s)*	By-Laws of Beazer Homes Indiana Holdings Corp.
3.2(t)*	By-Laws of Beazer Realty Los Angeles, Inc.
3.2(u)*	By-Laws of Beazer Realty Sacramento, Inc.
3.2(v)*	Limited Partnership Agreement of BH Building Products, LP
3.2(w)*	Operating Agreement of BH Procurement Services, LLC
3.2(x)*	First Amendment to Operating Agreement of Beazer Clarksburg, LLC

3.2(y)	By-Laws of Homebuilders Title Services of Virginia, Inc. (11)
3.2(z)	By-Laws of Homebuilders Title Services, Inc. (11)
3.2(aa)	Amended and Restated Operating Agreement of Paragon Title, LLC(11)
3.2(ab)	Limited Partnership Agreement of Texas Lone Star Title, L.P. (11)
3.2(ac)	Second Amended and Restated Operating Agreement of Trinity Homes LLC(11)
3.2(ad)*	By-Laws of Beazer General Services, Inc.
4.1	Indenture dated as of May 21, 2001 among Beazer and U.S. Bank Trust National Association, as trustee, related to Beazer's $8^{5}/_{8}$% Senior Notes due 2011(5)
4.2	Supplemental Indenture ($8^{5}/_{8}$% notes) dated as of May 21, 2001 among Beazer, its subsidiaries party thereto and U.S. Bank Trust National Association, as trustee(5)
4.3	Form of $8^{5}/_{8}$% Senior Notes due 2011(5)
4.4	Specimen of Common Stock Certificate(2)
4.5	Retirement Savings and Investment Plan (the "RSIP")(1)
4.6	RSIP Summary Plan Description(1)
4.7	Rights Agreement, dated as of June 21, 1996, between Beazer and First Chicago Trust Company of New York, as Rights Agent(10)
4.8	Indenture dated as of April 17, 2002 among Beazer, the Guarantors party thereto and U.S. Bank National Association, as trustee, related to Beazer's $8^{3}/_{8}$% Senior Notes due 2012(7)
4.9	First Supplemental Indenture dated as of April 17, 2002 among Beazer, the Guarantors party thereto and U.S. Bank National Association, as trustee, related to Beazer's $8^{3}/_{8}$% Senior Notes due 2012(7)
4.10	Form of $8^{3}/_{8}$% Senior note due 2012(7)
4.11	Second Supplemental Indenture dated as of November 13, 2003 among Beazer, the Guarantors party thereto and U.S. Bank National Association, as trustee, related to Beazer's $6^{1}/_{2}$% Senior Notes due 2013(10)
4.12	Form of $6^{1}/_{2}$% Senior Note due 2013(10)
4.13	Indenture dated as of June 8, 2004 among Beazer, the Guarantors party thereto and SunTrust Bank, as trustee, related to the $4^{5}/_{8}$% Convertible Senior Notes due 2024(12)
4.14	Form of $4^{5}/_{8}$% Convertible Senior Notes due 2024(12)
4.15	Registration Rights Agreement dated as of June 8, 2005, by and among Beazer, the Guarantors named therein and the Initial Purchaser named therein(13)
4.16	Form of Fifth Supplemental Indenture, dated as of June 8, 2005, among Beazer, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee(13)
4.17	Form of 6.875% Senior Note due 2015 (included in Exhibit 4.16)
4.18	Registration Rights Agreement, dated as of July 19, 2005, by and among Beazer, the Guarantors named therein and the Initial Purchaser named therein(14)

5.1*	Opinion of Paul, Hastings, Janofsky & Walker LLP
5.2*	Opinion of Tune, Entrekin & White, P.C.
5.3*	Opinion of Hogan & Hartson L.L.P.
5.4*	Opinion of Gibbons, Del Deo, Dolan, Griffinger & Vecchione, P.C.
5.5*	Opinion of Fossett & Brugger, Chartered
5.6*	Opinion of Young, Goldman & Van Beek, P.C.
5.7*	Opinion of Barnes & Thornburg LLP
5.8*	Opinion of Womble, Carlyle, Sandridge & Rice PLLC
5.9*	Opinion of Gardere Wynne Sewell LLP
10.1	Amended and Restated 1994 Stock Incentive Plan(3)
10.2	Non-Employee Director Stock Incentive Plan(10)
10.3	Amended and Restated 1999 Stock Incentive Plan(8)
10.4	Amended and Restated Employment Agreement dated as of September 1, 2004 for Ian J. McCarthy(16)
10.5	Amended and Restated Employment Agreement dated as of September 1, 2004 for John Skelton(16)
10.6	Amended and Restated Employment Agreement dated as of September 1, 2004 for Michael H. Furlow(16)
10.7-8	Supplemental Employment Agreements dated as of July 17, 1996:
10.7	Ian J. McCarthy(10)
10.8	John Skelton(10)
10.12	Amended and Restated Employment Agreement dated as of September 1, 2004 for C. Lowell Ball(16)
10.13	Employment Agreement dated as of September 1, 2004 for C. Lowell Ball(16)
10.14	Purchase Agreement for Sanford Homes of Colorado LLLP(4)
10.15	Amended and Restated Employment Agreement dated as of September 1, 2004 for James O'Leary(16)
10.16	Employment Agreement dated as of September 1, 2004 for James O'Leary(16)
10.17	Employment Agreement dated as of September 1, 2004 for Michael T. Rand(16)
10.18	Amended and Restated Employment Agreement dated as of September 1, 2004 for Michael T. Rand(16)

10.19	Amended and Restated Credit Agreement dated as of May 28, 2004 between the Company and Bank One, NA as Agent, Guaranty Bank, BNP Paribas and Wachovia Bank, National Association as Syndication Agents, The Royal Bank of Scotland plc as Documentation Agent, SunTrust Bank, PNC Bank, National Association and Washington Mutual Bank, FA as Managing Agents, Comerica Bank and Key Bank National Association as Co-Agents, and Banc One Capital Markets, Inc., as Lead Arranger and Sole Bookrunner.(9)
10.20	Employment Agreement dated as of September 1, 2004 for John Skelton(16)
10.21	Employment Agreement dated as of September 1, 2004 for Jonathan P. Smoke(16)
10.22	Employment Agreement dated as of September 1, 2004 for Cory J. Boydston(15)
10.23	Beazer Homes USA, Inc. Director Stock Purchase Program(15)
10.24	Beazer Homes USA, Inc. Customer Survey Incentive Plan(15)
10.25	Beazer Homes USA, Inc. Amended and Restated Corporate Management Stock Purchase Program(15)
10.26	Beazer Homes USA, Inc. 2005 Value Created Incentive Plan(15)
10.27	Employment Agreement dated as of January 1, 2005 for Fred J. Fratto(17)
10.28	Beazer Homes USA, Inc. 2005 Executive Value Created Incentive Plan(18)
10.29	Employment Agreement dated as of March 14, 2005 for Kenneth J. Gary(19)
10.30	Employment Agreement effective as of March 14, 2005 for Kenneth J. Gary(19)
10.31	Employment Agreement dated as of September 1, 2004 for Michael H. Furlow(16)
10.32	Employment Agreement dated as of September 1, 2004 for Ian J. McCarthy(16)
10.33	Form of Stock Option and Restricted Stock Award Agreement(15)
10.34	Form of Stock Option Award Agreement(15)
12.1*	Statement re Computation of Ratios
21*	List of Subsidiaries of Beazer
23.1*	Consent of Paul, Hastings, Janofsky & Walker LLP (included in Exhibit 5.1)
23.2*	Consent of Tune, Entrekin & White, P.C. (included in Exhibit 5.2)
23.3*	Consent of Hogan & Hartson L.L.P. (included in Exhibit 5.3)
23.4*	Consent of Gibbons, Del Deo, Dolan, Griffinger & Vecchione, P.C. (included in Exhibit 5.4)
23.5*	Consent of Fossett & Brugger, Chartered (included in Exhibit 5.5)
23.6*	Consent of Young, Goldman & Van Beek, P.C. (included in Exhibit 5.6)
23.7*	Consent of Barnes & Thornburg LLP (included in Exhibit 5.7)
23.8*	Consent of Womble, Carlyle, Sandridge & Rice PLLC (included in Exhibit 5.8)
23.9*	Consent of Gardere Wynne Sewell LLP (included in Exhibit 5.9)
23.10*	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm

24.1*	Power of Attorney (included in Part II of the registration statement)
25.1*	Statement of Eligibility of U.S. Bank National Association, as Trustee, on Form T-1
99.1*	Form of Letter of Transmittal
99.2*	Form of Letter to Clients
99.3*	Form of Letter to Registered Holders
99.4*	Form of Notice of Guaranteed Delivery

* Filed herewith.

(1) Incorporated herein by reference to the exhibits to Beazer's Registration Statement on Form S-8 (Registration No. 33-91904) filed on May 4, 1995.

(2) Incorporated herein by reference to the exhibits to Beazer's Registration Statement on Form S-1 (Registration No. 33-72576) initially filed on December 6, 1993.

(3) Incorporated herein by reference to the exhibits to Beazer's report on Form 10-Q for the quarterly period ended December 31, 2000.

(4) Incorporated herein by reference to the exhibits to Beazer's report on Form 8-K filed on August 10, 2001.

(5) Incorporated herein by reference to the exhibits to Beazer's report on Form 10-K for the year ended September 30, 2001.

(6) Incorporated herein by reference to the exhibits to Beazer's Registration Statement on Form S-4/A filed on March 12, 2002.

(7) Incorporated herein by reference to the exhibits to Beazer's Registration Statement on Form S-4 (Registration No. 333-92470) filed on July 16, 2002.

(8) Incorporated herein by reference to the exhibits to Beazer's Registration Statement on Form S-8/S-3 (Registration No. 333-101142) filed on November 12, 2002.

(9) Incorporated herein by reference to the exhibits to Beazer's report on Form 8-K filed on June 2, 2004.

(10) Incorporated herein by reference to the exhibits to Beazer's report on Form 10-K for the year ended September 30, 2003.

(11) Incorporated herein by reference to the exhibits to Beazer's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.

(12) Incorporated by reference to the exhibits to Beazer's Form 10-Q for the quarterly period ended June 30, 2004.

(13) Incorporated by reference to the exhibits to Beazer's report on Form 8-K filed on June 13, 2005.

(14) Incorporated by reference to the exhibits to Beazer's report on Form 8-K filed on July 25, 2005.

(15) Incorporated by reference to the exhibits to Beazer's report on Form 10-K for the year ended September 30, 2004.

(16) Incorporated by reference to the exhibits to Beazer's report on Form 8-K filed on September 1, 2004.

(17) Incorporated by reference to the exhibits to Beazer's report on Form 10-Q for the quarter ended December 31, 2004.

(18) Incorporated by reference to the exhibits to Beazer's report on Form 8-K filed on February 9, 2005.

(19) Incorporated by reference to the exhibits to Beazer's report on Form 8-K filed on March 18, 2005.

All schedules for which provision is made in the applicable accounting regulations of the SEC are not required under the related instructions or are not applicable, and, therefore, have been omitted.

Item 22. Undertakings.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to provisions pursuant to which the directors, officers or controlling persons may be indemnified by the registrant or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of Form S-4 within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on the 3rd day of August, 2005.

BEAZER HOMES USA, INC.

By: /s/ IAN J. MCCARTHY

Ian J. McCarthy
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Ian J. McCarthy and James O'Leary, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution and revocation, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file or cause to be filed the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, as fully to all intents and purposes as he might or could do in person, lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ BRIAN C. BEAZER Brian C. Beazer	Director and Non-Executive Chairman of the Board	August 3, 2005
/s/ IAN J. MCCARTHY Ian J. McCarthy	Director, President and Chief Executive Officer (Principal Executive Officer)	August 3, 2005
/s/ LAURENT ALPERT Laurent Alpert	Director	August 3, 2005
/s/ KATIE J. BAYNE Katie J. Bayne	Director	August 3, 2005

/s/ MAUREEN E. O'CONNELL Maureen E. O'Connell	Director	August 3, 2005
/s/ LARRY T. SOLARI Larry T. Solari	Director	August 3, 2005
/s/ STEPHEN P. ZELNAK, JR. Stephen P. Zelnak, Jr.	Director	August 3, 2005
/s/ JAMES O'LEARY James O'Leary	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	August 3, 2005
/s/ MICHAEL T. RAND Michael T. Rand	Senior Vice President, Corporate Controller (Principal Accounting Officer)	August 3, 2005

Pursuant to the requirements of the Securities Act of 1933, each of the following Registrants has duly caused this Registration Statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on the 3rd day of August, 2005.

BEAZER HOMES CORP.
BEAZER/SQUIRES REALTY, INC.
BEAZER HOMES SALES, INC.
BEAZER REALTY CORP.
BEAZER MORTGAGE CORPORATION
BEAZER HOMES HOLDINGS CORP.
BEAZER HOMES TEXAS HOLDINGS, INC.
BEAZER HOMES TEXAS, L.P.
APRIL CORPORATION
BEAZER SPE, LLC
BEAZER HOMES INVESTMENT, LLC
BEAZER REALTY, INC.
BEAZER CLARKSBURG, LLC
TEXAS LONE STAR TITLE, L.P.
BEAZER ALLIED COMPANIES HOLDINGS, INC.
BEAZER HOMES INDIANA, LLP
BEAZER REALTY SERVICES, LLC
PARAGON TITLE, LLC
TRINITY HOMES LLC
BEAZER COMMERCIAL HOLDINGS, LLC
BEAZER GENERAL SERVICES, INC.
BEAZER HOMES INDIANA HOLDINGS CORP.
BEAZER REALTY LOS ANGELES, INC.
BEAZER REALTY SACRAMENTO, INC.
BH BUILDING PRODUCTS, LP
BH PROCUREMENT SERVICES, LLC

By: /s/ IAN J. MCCARTHY

Ian J. McCarthy
President
(CEO of Beazer Mortgage Corporation)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Ian J. McCarthy and James O'Leary, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution and revocation, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file or cause to be filed the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, as fully to all intents and purposes as he might or could do in person, lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons on behalf of the Registrants and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ BRIAN C. BEAZER Brian C. Beazer	Director	August 3, 2005
/s/ IAN J. MCCARTHY Ian J. McCarthy	Director and President (CEO of Beazer Mortgage Corporation) (Principal Executive Officer)	August 3, 2005
/s/ JAMES O'LEARY James O'Leary	Executive Vice President (Principal Financial Officer)	August 3, 2005
/s/ MICHAEL T. RAND Michael T. Rand	Corporate Controller (Principal Accounting Officer)	August 3, 2005

Pursuant to the requirements of the Securities Act of 1933, each of the following Registrants has duly caused this Registration Statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on the 3rd day of August, 2005.

HOMEBUILDERS TITLE SERVICES, INC.

By: /s/ IAN J. MCCARTHY

Ian J. McCarthy
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Ian J. McCarthy and James O'Leary, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution and revocation, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file or cause to be filed the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, as fully to all intents and purposes as he might or could do in person, lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ BRIAN C. BEAZER Brian C. Beazer	Director	August 3, 2005
/s/ IAN J. MCCARTHY Ian J. McCarthy	Director and Chief Executive Officer (Principal Executive Officer)	August 3, 2005
Cory Boydston	President and Treasurer	
/s/ JAMES O'LEARY James O'Leary	Executive Vice President (Principal Financial Officer)	August 3, 2005
/s/ MICHAEL T. RAND Michael T. Rand	Corporate Controller (Principal Accounting Officer)	August 3, 2005

Pursuant to the requirements of the Securities Act of 1933, each of the following Registrants has duly caused this Registration Statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on the 3rd day of August, 2005.

HOMEBUILDERS TITLE SERVICES OF VIRGINIA, INC.

By: /S/ IAN J. MCCARTHY

Ian J. McCarthy
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Ian J. McCarthy and James O'Leary, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution and revocation, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file or cause to be filed the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, as fully to all intents and purposes as he might or could do in person, lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ BRIAN C. BEAZER Brian C. Beazer	Director	August 3, 2005
/s/ IAN J. MCCARTHY Ian J. McCarthy	Director	August 3, 2005
/s/ MICHAEL FURLOW Michael Furlow	Executive Vice President (Principal Executive Officer)	August 3, 2005
/s/ JAMES O'LEARY James O'Leary	Executive Vice President (Principal Financial Officer)	August 3, 2005
/s/ MICHAEL T. RAND Michael T. Rand	Corporate Controller (Principal Accounting Officer)	August 3, 2005

EXHIBIT INDEX

Exhibit Number	Title
3.1(a)	Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc.(6)
3.1(b)	Articles of Incorporation of April Corporation(11)
3.1(c)	Certificate of Incorporation of Beazer Allied Companies Holdings, Inc.(11)
3.1(d)	Articles of Organization of Beazer Clarksburg, LLC(11)
3.1(e)	Charter of Beazer Homes Corp.(11)
3.1(f)	Certificate of Incorporation of Beazer Homes Holdings Corp.(11)
3.1(g)*	Certificate of Formation of Beazer Homes Investments, LLC
3.1(h)	Certificate of Incorporation of Beazer Homes Sales, Inc.(11)
3.1(i)	Certificate of Incorporation of Beazer Homes Texas Holdings, Inc.(11)
3.1(j)	Certificate of Limited Partnership of Beazer Homes Texas, L.P.(11)
3.1(k)	Certificate of Incorporation of Beazer Mortgage Corporation(11)
3.1(l)	Articles of Incorporation of Beazer Realty Corp.(11)
3.1(m)	Certificate of Incorporation of Beazer Realty, Inc.(11)
3.1(n)*	Certificate of Formation of Beazer Realty Services, LLC
3.1(o)	Articles of Organization of Beazer SPE, LLC(11)
3.1(p)	Articles of Incorporation of Beazer/Squires Realty, Inc.(11)
3.1(q)*	Registration to qualify as a limited liability partnership for Beazer Homes Indiana, LLP
3.1(r)*	Certificate of Formation of Beazer Commercial Holdings, LLC
3.1(s)*	Certificate of Incorporation Beazer General Services, Inc.
3.1(t)*	Certificate of Incorporation of Beazer Homes Indiana Holdings Corp.
3.1(u)*	Certificate of Incorporation of Beazer Realty Los Angeles, Inc.
3.1(v)*	Certificate of Incorporation of Beazer Realty Sacramento, Inc.
3.1(w)*	Certificate of Limited Partnership of BH Building Products, LP
3.1(x)	Certificate of Incorporation of Homebuilders Title Services of Virginia, Inc.(11)
3.1(y)	Articles of Incorporation of Homebuilders Title Services, Inc.(11)
3.1(z)	Articles of Organization of Paragon Title, LLC(11)
3.1(aa)*	Certificate of Formation of BH Procurement Services, LLC
3.1(ab)	Certificate of Limited Partnership of Texas Lone Star Title, L.P.(11)
3.1(ac)	Articles of Organization of Trinity Homes LLC(11)
3.2(a)	Second Amended and Restated By-laws of Beazer Homes USA, Inc.(16)
3.2(b)	By-Laws of April Corporation(11)
3.2(c)	By-Laws of Beazer Allied Companies Holdings, Inc.(11)

3.2(d)	Operating Agreement of Beazer Clarksburg, LLC(11)
3.2(e)	By-Laws of Beazer Homes Corp.(11)
3.2(f)	By-Laws of Beazer Homes Holdings Corp.(11)
3.2(g)*	Operating Agreement of Beazer Homes Investments, LLC
3.2(h)	By-Laws of Beazer Homes Sales, Inc.(11)
3.2(i)	By-Laws of Beazer Homes Texas Holdings, Inc.(11)
3.2(j)	Agreement of Limited Partnership of Beazer Homes Texas, L.P.(11)
3.2(k)	By-Laws of Beazer Mortgage Corporation(11)
3.2(l)	By-Laws of Beazer Realty Corp.(11)
3.2(m)	By-Laws of Beazer Realty, Inc.(11)
3.2(n)*	Operating Agreement of Beazer Realty Services, LLC
3.2(o)	Operating Agreement of Beazer SPE, LLC(11)
3.2(p)	By-Laws of Beazer/Squires Realty, Inc.(11)
3.2(q)(1)	Partnership Agreement of Beazer Homes Indiana, LLP(11)
3.2(q)(2)*	Amendment of Partnership Agreement of Beazer Homes Indiana, LLP
3.2(r)*	Operating Agreement of Beazer Commercial Holdings, LLC
3.2(s)*	By-Laws of Beazer Homes Indiana Holdings Corp.
3.2(t)*	By-Laws of Beazer Realty Los Angeles, Inc.
3.2(u)*	By-Laws of Beazer Realty Sacramento, Inc.
3.2(v)*	Limited Partnership Agreement of BH Building Products, LP
3.2(w)*	Operating Agreement of BH Procurement Services, LLC
3.2(x)*	First Amendment to Operating Agreement of Beazer Clarksburg, LLC
3.2(y)	By-Laws of Homebuilders Title Services of Virginia, Inc.(11)
3.2(z)	By-Laws of Homebuilders Title Services, Inc.(11)
3.2(aa)	Amended and Restated Operating Agreement of Paragon Title, LLC(11)
3.2(ab)	Limited Partnership Agreement of Texas Lone Star Title, L.P.(11)
3.2(ac)	Second Amended and Restated Operating Agreement of Trinity Homes LLC(11)
3.2(ad)*	By-Laws of Beazer General Services, Inc.
4.1	Indenture dated as of May 21, 2001 among Beazer and U.S. Bank Trust National Association, as trustee, related to Beazer's $8^{5}/_{8}$% Senior Notes due 2011(5)
4.2	Supplemental Indenture ($8^{5}/_{8}$% notes) dated as of May 21, 2001 among Beazer, its subsidiaries party thereto and U.S. Bank Trust National Association, as trustee(5)
4.3	Form of $8^{5}/_{8}$% Senior Notes due 2011(5)
4.4	Specimen of Common Stock Certificate(2)

4.5	Retirement Savings and Investment Plan (the "RSIP")(1)
4.6	RSIP Summary Plan Description(1)
4.7	Rights Agreement, dated as of June 21, 1996, between Beazer and First Chicago Trust Company of New York, as Rights Agent(10)
4.8	Indenture dated as of April 17, 2002 among Beazer, the Guarantors party thereto and U.S. Bank National Association, as trustee, related to Beazer's 8 3/8% Senior Notes due 2012(7)
4.9	First Supplemental Indenture dated as of April 17, 2002 among Beazer, the Guarantors party thereto and U.S. Bank National Association, as trustee, related to Beazer's 8 3/8% Senior Notes due 2012(7)
4.10	Form of 8 3/8% Senior note due 2012(7)
4.11	Second Supplemental Indenture dated as of November 13, 2003 among Beazer, the Guarantors party thereto and U.S. Bank National Association, as trustee, related to Beazer's 6 1/2% Senior Notes due 2013(10)
4.12	Form of 6 1/2% Senior Note due 2013(10)
4.13	Indenture dated as of June 8, 2004 among Beazer, the Guarantors party thereto and SunTrust Bank, as trustee, related to the 4 5/8% Convertible Senior Notes due 2024(12)
4.14	Form of 4 5/8% Convertible Senior Notes due 2024(12)
4.15	Registration Rights Agreement dated as of June 8, 2005, by and among Beazer, the Guarantors named therein and the Initial Purchaser named therein(13)
4.16	Form of Fifth Supplemental Indenture, dated as of June 8, 2005, among Beazer, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee(13)
4.17	Form of 6.875% Senior Note due 2015 (included in Exhibit 4.16)
4.18	Registration Rights Agreement, dated as of July 19, 2005, by and among Beazer, the Guarantors named therein and the Initial Purchaser named therein(14)
5.1*	Opinion of Paul, Hastings, Janofsky & Walker LLP
5.2*	Opinion of Tune, Entrekin & White, P.C.
5.3*	Opinion of Hogan & Hartson L.L.P.
5.4*	Opinion of Gibbons, Del Deo, Dolan, Griffinger & Vecchione, P.C.
5.5*	Opinion of Fossett & Brugger, Chartered
5.6*	Opinion of Young, Goldman & Van Beek, P.C.
5.7*	Opinion of Barnes & Thornburg LLP
5.8*	Opinion of Womble, Carlyle, Sandridge & Rice PLLC
5.9*	Opinion of Gardere Wynne Sewell LLP
10.1	Amended and Restated 1994 Stock Incentive Plan(3)
10.2	Non-Employee Director Stock Incentive Plan(10)
10.3	Amended and Restated 1999 Stock Incentive Plan(8)

10.4	Amended and Restated Employment Agreement dated as of September 1, 2004 for Ian J. McCarthy(16)
10.5	Amended and Restated Employment Agreement dated as of September 1, 2004 for John Skelton(16)
10.6	Amended and Restated Employment Agreement dated as of September 1, 2004 for Michael H. Furlow(16)
10.7-8	Supplemental Employment Agreements dated as of July 17, 1996:
10.7	Ian J. McCarthy(10)
10.8	John Skelton(10)
10.12	Amended and Restated Employment Agreement dated as of September 1, 2004 for C. Lowell Ball(16)
10.13	Employment Agreement dated as of September 1, 2004 for C. Lowell Ball(16)
10.14	Purchase Agreement for Sanford Homes of Colorado LLLP(4)
10.15	Amended and Restated Employment Agreement dated as of September 1, 2004 for James O'Leary(16)
10.16	Employment Agreement dated as of September 1, 2004 for James O'Leary(16)
10.17	Employment Agreement dated as of September 1, 2004 for Michael T. Rand(16)
10.18	Amended and Restated Employment Agreement dated as of September 1, 2004 for Michael T. Rand(16)
10.19	Amended and Restated Credit Agreement dated as of May 28, 2004 between the Company and Bank One, NA as Agent, Guaranty Bank, BNP Paribas and Wachovia Bank, National Association as Syndication Agents, The Royal Bank of Scotland plc as Documentation Agent, SunTrust Bank, PNC Bank, National Association and Washington Mutual Bank, FA as Managing Agents, Comerica Bank and Key Bank National Association as Co-Agents, and Banc One Capital Markets, Inc., as Lead Arranger and Sole Bookrunner.(9)
10.20	Employment Agreement dated as of September 1, 2004 for John Skelton(16)
10.21	Employment Agreement dated as of September 1, 2004 for Jonathan P. Smoke(16)
10.22	Employment Agreement dated as of September 1, 2004 for Cory J. Boydston(15)
10.23	Beazer Homes USA, Inc. Director Stock Purchase Program(15)
10.24	Beazer Homes USA, Inc. Customer Survey Incentive Plan(15)
10.25	Beazer Homes USA, Inc. Amended and Restated Corporate Management Stock Purchase Program(15)
10.26	Beazer Homes USA, Inc. 2005 Value Created Incentive Plan(15)
10.27	Employment Agreement dated as of January 1, 2005 for Fred J. Fratto(17)
10.28	Beazer Homes USA, Inc. 2005 Executive Value Created Incentive Plan(18)
10.29	Employment Agreement dated as of March 14, 2005 for Kenneth J. Gary(19)

10.30	Employment Agreement effective as of March 14, 2005 for Kenneth J. Gary(16)
10.31	Employment Agreement dated as of September 1, 2004 for Michael H. Furlow(16)
10.32	Employment Agreement dated as of September 1, 2004 for Ian J. McCarthy(15)
10.33	Form of Stock Option and Restricted Stock Award Agreement(15)
10.34	Form of Stock Option Award Agreement(16)
12.1*	Statement re Computation of Ratios
21*	List of Subsidiaries of Beazer
23.1*	Consent of Paul, Hastings, Janofsky & Walker LLP (included in Exhibit 5.1)
23.2*	Consent of Tune, Entrekin & White, P.C. (included in Exhibit 5.2)
23.3*	Consent of Hogan & Hartson L.L.P. (included in Exhibit 5.3)
23.4*	Consent of Gibbons, Del Deo, Dolan, Griffinger & Vecchione, P.C. (included in Exhibit 5.4)
23.5*	Consent of Fossett & Brugger, Chartered (included in Exhibit 5.5)
23.6*	Consent of Young, Goldman & Van Beek, P.C. (included in Exhibit 5.6)
23.7*	Consent of Barnes & Thornburg LLP (included in Exhibit 5.7)
23.8*	Consent of Womble, Carlyle, Sandridge & Rice PLLC (included in Exhibit 5.8)
23.9*	Consent of Gardere Wynne Sewell LLP (included in Exhibit 5.9)
23.10*	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm
24.1*	Power of Attorney (included in Part II of the registration statement)
25.1*	Statement of Eligibility of U.S. Bank National Association, as Trustee, on Form T-1
99.1*	Form of Letter of Transmittal
99.2*	Form of Letter to Clients
99.3*	Form of Letter to Registered Holders
99.4*	Form of Notice of Guaranteed Delivery

* Filed herewith.

(1) Incorporated herein by reference to the exhibits to Beazer's Registration Statement on Form S-8 (Registration No. 33-91904) filed on May 4, 1995.

(2) Incorporated herein by reference to the exhibits to Beazer's Registration Statement on Form S-1 (Registration No. 33-72576) initially filed on December 6, 1993.

(3) Incorporated herein by reference to the exhibits to Beazer's report on Form 10-Q for the quarterly period ended December 31, 2000.

(4) Incorporated herein by reference to the exhibits to Beazer's report on Form 8-K filed on August 10, 2001.

(5) Incorporated herein by reference to the exhibits to Beazer's report on Form 10-K for the year ended September 30, 2001.

(6) Incorporated herein by reference to the exhibits to Beazer's Registration Statement on Form S-4/A filed on March 12, 2002.

(7) Incorporated herein by reference to the exhibits to Beazer's Registration Statement on Form S-4 (Registration No. 333-92470) filed on July 16, 2002.

(8) Incorporated herein by reference to the exhibits to Beazer's Registration Statement on Form S-8/S-3 (Registration No. 333-101142) filed on November 12, 2002.

(9) Incorporated herein by reference to the exhibits to Beazer's report on Form 8-K filed on June 2, 2004.

(10) Incorporated herein by reference to the exhibits to Beazer's report on Form 10-K for the year ended September 30, 2003.

(11) Incorporated herein by reference to the exhibits to Beazer's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.

(12) Incorporated by reference to the exhibits to Beazer's Form 10-Q for the quarterly period ended June 30, 2004.

(13) Incorporated by reference to the exhibits to Beazer's report on Form 8-K filed on June 13, 2005.

(14) Incorporated by reference to the exhibits to Beazer's report on Form 8-K filed on July 25, 2005.

(15) Incorporated by reference to the exhibits to Beazer's report on Form 10-K for the year ended September 30, 2004.

(16) Incorporated by reference to the exhibits to Beazer's report on Form 8-K filed on September 1, 2004.

(17) Incorporated by reference to the exhibits to Beazer's report on Form 10-Q for the quarter ended December 31, 2004.

(18) Incorporated by reference to the exhibits to Beazer's report on Form 8-K filed on February 9, 2005.

(19) Incorporated by reference to the exhibits to Beazer's report on Form 8-K filed on March 18, 2005.

All schedules for which provision is made in the applicable accounting regulations of the SEC are not required under the related instructions or are not applicable, and, therefore, have been omitted.

QuickLinks

Exhibit 3.1(g)

CERTIFICATE OF FORMATION
OF
BEAZER HOMES INVESTMENTS, LLC

The undersigned, acting as authorized organizer of a limited liability company under the Delaware Limited Liability Company Act ("**Act**"), does hereby adopt this Certificate of Formation for Beazer Homes Investments, LLC and **DOES HEREBY CERTIFY**:

FIRST: The name of the limited liability company formed hereby is Beazer Homes Investments, LLC (the "**Company**");

SECOND: The name of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company;

THIRD: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19801, in the County of New Castle;

FOURTH: The period of existence of the Company is perpetual until dissolution of the Company in accordance with the provisions of its Operating Agreement or the Act;

FIFTH: All members of the Company shall enter into an Operating Agreement with respect to the conduct of the business and affairs of the Company, and the Operating Agreement will be binding on all members. No member of the Company, in such capacity, has authority to act on behalf of, or bind, the Company, unless such act is duly authorized, approved or ratified in accordance with the Operating Agreement; and

SIXTH: The business and affairs of the Company shall be managed by its members.

SEVENTH: That this Certificate of Formation shall be effective as of 11:59 P.M. (EST) on December 30, 2004.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned duly authorized person has executed this Certificate of Formation as of the 27th day of December, 2004.

/s/ IAN J. MCCARTHY

Ian J. McCarthy, Authorized Person

QuickLinks

Exhibit 3.1(n)

CERTIFICATE OF FORMATION
OF
BEAZER REALTY SERVICES, LLC

The undersigned, acting as authorized organizer of a limited liability company under the Delaware Limited Liability Company Act ("**Act**"), does hereby adopt this Certificate of Formation for Beazer Realty Services, LLC:

FIRST. The name of the limited liability company formed hereby is Beazer Realty Services, LLC (the "**Company**").

SECOND. The name of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company.

THIRD. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19801, in the County of New Castle.

FOURTH. The period of existence of the Company is perpetual until dissolution of the Company in accordance with the provisions of its Operating Agreement or the Act.

FIFTH. All members of the Company shall enter into an Operating Agreement with respect to the conduct of the business and affairs of the Company, and the Operating Agreement will be binding on all members. No member of the Company, in such capacity, has authority to act on behalf of, or bind, the Company, unless such act is duly authorized, approved or ratified in accordance with the Operating Agreement.

SIXTH. The business and affairs of the Company shall be managed by its members.

SEVENTH. The effective time of the formation of the Company shall be 11:59 p.m. Eastern Standard Time on December 31, 2004.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned duly authorized person has executed this Certificate of Formation on the 27th day of December, 2004.

/s/ IAN J. MCCARTHY

Ian J. McCarthy, Authorized Person

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Exhibit 3.1(q)

REGISTRATION TO QUALIFY

AS A

LIMITED LIABILITY PARTNERSHIP

OF

BEAZER HOMES INDIANA LLP

BEAZER HOMES INDIANA LLP (the "**Partnership**"), by its duly authorized partner signing below, hereby qualifies as a limited liability partnership under the Indiana Uniform Partnership Act, IND. CODE §23-4-1 *et seq*. (the "**Act**"), by executing and filing with the Indiana Secretary of State this Registration to Qualify as a Limited Liability Partnership (this "**Registration**") under applicable provisions of the Act, and as required or permitted by the Act states herein as follows:

Section 1.1 The name of the Partnership is Beazer Homes Indiana LLP.

Section 1.2 The address of the Partnership's principal office is 1000 Abernathy Road, Suite 1200, Atlanta, Georgia 30328.

Section 1.3 The name of the Partnership's registered agent as required to be maintained by the Act (IND. CODE §23-4-1-50) is Corporation Service Company, whose business address is at the address of the Partnership's registered office for service of process stated below.

Section 1.4 The address of the Partnership's registered office for service of process as required to be maintained by the Act is 251 East Ohio Street, Suite 500, Indianapolis, IN 46204.

Section 1.5 The Partnership engages or intends to engage in the business of development, construction and sales of single-family homes and in any and all other lawful business or businesses in which limited liability partnerships may engage in the State of Indiana.

Section 1.6 From and after the effective time of this Registration, and continuing thereafter so long as the Partnership is a limited liability partnership, no partner of the Partnership shall be personally liable, directly or indirectly (including, without limitation, by way of indemnification, contribution or otherwise), for the debts, obligations or liabilities of or chargeable to the Partnership or any other partner or partners, whether arising in tort, contract or otherwise, or for the acts or omissions of any other partner, except to the extent, and only to the extent, provided otherwise by the Act, it being the intention of the Partnership by filing this Registration to limit the personal liability of all partners of the Partnership to the fullest extent permitted by applicable law.

Section 1.7 The filing of this Registration is evidence of the intent of the Partnership to act as a limited liability partnership.

Section 1.8 This Registration shall be effective immediately upon the filing thereof with the Indiana Secretary of State.

[Signature page follows]

Dated this 27th day of December, 2004.

BEAZER HOMES INDIANA LLP
By: Beazer Homes Investments, LLC,
Its Managing Partner

By: Beazer Homes Corp., Its Managing Member

By: /s/ IAN J. MCCARTHY

Ian J. McCarthy, President

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Exhibit 3.1(r)

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

FIRST: The name of the limited liability company is Beazer Commercial Holdings, LLC.

SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, Delaware 19808. The name of its Registered Agent at such address is Corporation Service Company.

THIRD: The period of duration for the limited liability company shall be perpetual, unless terminated in accordance with the limited liability company's operating agreement or by the consent of the members.

FOURTH: The limited liability company is to be managed by the members.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation this 14th day of February 2005.

By: /s/ IAN J. MCCARTHY

Ian J. McCarthy, Authorized Person
President of Beazer Homes Corp.
Managing Member

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Exhibit 3.1(s)

CERTIFICATE OF INCORPORATION

OF

BEAZER GENERAL SERVICES, INC.

I.

The name of the Corporation is Beazer General Services, Inc. (the "Corporation").

II.

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19801, in the County of New Castle, and the name of its registered agent at that address is Corporation Service Company.

III.

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

IV.

The total number of shares of stock which the Corporation has the authority to issue is one thousand (1,000) shares of Common Stock having a par value of one cent ($.01) per share (hereinafter called "Common Stock").

V.

The management of the business and conduct of the affairs of the Corporation shall be vested in the Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws of the Corporation.

VI.

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the By-Laws of the Corporation subject to the power of the stockholders of the Corporation to alter or repeal any by-law whether adopted by them or otherwise.

VII.

Election of directors at an annual or special meeting of stockholders need not be by written ballot unless the By-Laws of the Corporation shall so provide.

VIII.

No director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

IX.

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

The powers of the incorporator are to terminate upon the filing of this Certificate of Incorporation. The name and mailing address of the persons who are to serve as the initial directors of the Corporation until the first annual meeting of stockholders of the Corporation, or until their successors elected and qualify, are:

Name	Address
Brian C. Beazer	1000 Abernathy Road, Suite 1200 Atlanta, GA 30328
Ian J. McCarthy	1000 Abernathy Road, Suite 1200 Atlanta, GA 30328

X.

The name and address of the incorporator is as follows:

Name	Address
Elizabeth H. Noe	Paul, Hastings, Janofsky & Walker LLP 600 Peachtree Street NE, Suite 2400 Atlanta, GA 30308

The undersigned incorporator hereby acknowledges that the foregoing Certificate of Incorporation is her act and deed on this 12th day of November, 2004.

/s/ ELIZABETH H. NOE

Elizabeth H. Noe, Incorporator

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Exhibit 3.1(t)

CERTIFICATE OF INCORPORATION

OF

BEAZER HOMES INDIANA HOLDINGS CORP.

I.

The name of the Corporation is Beazer Homes Indiana Holdings Corp. (the "Corporation").

II.

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19801, in the County of New Castle, and the name of its registered agent at that address is Corporation Service Company.

III.

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

IV.

The total number of shares of stock which the Corporation has the authority to issue is one thousand (1,000) shares of Common Stock having a par value of one cent ($.01) per share (hereinafter called "Common Stock").

V.

The management of the business and conduct of the affairs of the Corporation shall be vested in the Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws of the Corporation.

VI.

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the By-Laws of the Corporation subject to the power of the stockholders of the Corporation to alter or repeal any by-law whether adopted by them or otherwise.

VII.

Election of directors at an annual or special meeting of stockholders need not be by written ballot unless the By-Laws of the Corporation shall so provide.

VIII.

No director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

IX.

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

The powers of the incorporator are to terminate upon the filing of this Certificate of Incorporation. The name and mailing address of the persons who are to serve as the initial directors of the Corporation until the first annual meeting of stockholders of the Corporation, or until their successors are duly elected and qualified, are:

Name	Address
Brian C. Beazer	1000 Abernathy Road, Suite 1200 Atlanta, GA 30328
Ian J. McCarthy	1000 Abernathy Road, Suite 1200 Atlanta, GA 30328

X.

The name and address of the incorporator is as follows:

Name	Address
Deluxe Homes of Lafayette, Inc.	1000 Abernathy Road, Suite 1200 Atlanta, GA 30328

The undersigned incorporator hereby acknowledges that the foregoing Certificate of Incorporation is its act and deed on this 27th day of December, 2004.

DELUXE HOMES OF LAFAYETTE, INC.

By: /s/ IAN J. MCCARTHY

Ian J. McCarthy, President

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Exhibit 3.1(u)

CERTIFICATE OF INCORPORATION

OF

BEAZER REALTY LOS ANGELES, INC.

I.

The name of the Corporation is Beazer Realty Los Angeles, Inc. (the "Corporation").

II.

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19801, in the County of New Castle, and the name of its registered agent at that address is Corporation Service Company.

III.

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

IV.

The total number of shares of stock which the Corporation has the authority to issue is one thousand (1,000) shares of Common Stock having a par value of one cent ($.01) per share (hereinafter called "Common Stock").

V.

The management of the business and conduct of the affairs of the Corporation shall be vested in the Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws of the Corporation.

VI.

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the By-Laws of the Corporation subject to the power of the stockholders of the Corporation to alter or repeal any by-law whether adopted by them or otherwise.

VII.

Election of directors at an annual or special meeting of stockholders need not be by written ballot unless the By-Laws of the Corporation shall so provide.

VIII.

No director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

IX.

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

The powers of the incorporator are to terminate upon the filing of this Certificate of Incorporation. The name and mailing address of the persons who are to serve as the initial directors of the Corporation until the first annual meeting of stockholders of the Corporation, or until their successors elected and qualify, are:

Name	Address
Brian C. Beazer	1000 Abernathy Road, Suite 1200 Atlanta, GA 30328
Ian J. McCarthy	1000 Abernathy Road, Suite 1200 Atlanta, GA 30328

X.

The name and address of the incorporator is as follows:

Name	Address
Darcy R. White	Paul, Hastings, Janofsky & Walker LLP 600 Peachtree Street NE, Suite 2400 Atlanta, GA 30308

The undersigned incorporator hereby acknowledges that the foregoing Certificate of Incorporation is her act and deed on this 11th day of March, 2005.

/s/ DARCY R. WHITE

Darcy R. White, Incorporator

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Exhibit 3.1(v)

CERTIFICATE OF INCORPORATION

OF

BEAZER REALTY SACRAMENTO, INC.

I.

The name of the Corporation is Beazer Realty Sacramento, Inc. (the "Corporation").

II.

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19801, in the County of New Castle, and the name of its registered agent at that address is Corporation Service Company.

III.

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

IV.

The total number of shares of stock which the Corporation has the authority to issue is one thousand (1,000) shares of Common Stock having a par value of one cent ($.01) per share (hereinafter called "Common Stock").

V.

The management of the business and conduct of the affairs of the Corporation shall be vested in the Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws of the Corporation.

VI.

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the By-Laws of the Corporation subject to the power of the stockholders of the Corporation to alter or repeal any by-law whether adopted by them or otherwise.

VII.

Election of directors at an annual or special meeting of stockholders need not be by written ballot unless the By-Laws of the Corporation shall so provide.

VIII.

No director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

IX.

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

The powers of the incorporator are to terminate upon the filing of this Certificate of Incorporation. The name and mailing address of the persons who are to serve as the initial directors of the Corporation until the first annual meeting of stockholders of the Corporation, or until their successors elected and qualify, are:

Name	Address
Brian C. Beazer	1000 Abernathy Road, Suite 1200 Atlanta, GA 30328
Ian J. McCarthy	1000 Abernathy Road, Suite 1200 Atlanta, GA 30328

X.

The name and address of the incorporator is as follows:

Name	Address
Darcy R. White	Paul, Hastings, Janofsky & Walker LLP 600 Peachtree Street NE, Suite 2400 Atlanta, GA 30308

The undersigned incorporator hereby acknowledges that the foregoing Certificate of Incorporation is her act and deed on this 11th day of March, 2005.

/s/ DARCY R. WHITE

Darcy R. White, Incorporator

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Exhibit 3.1(w)

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BH BUILDING PRODUCTS, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, does hereby certify as follows:

FIRST: The name of the limited partnership is BH Building Products, LP.

SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the city of Wilmington, Delaware 19801, in the County of New Castle. The name of the Registered Agent at such address is Corporation Service Company.

THIRD: The name and mailing address of the sole general partner is as follows:

BH Procurement Services, LLC
c/o Beazer Homes USA, Inc.
1000 Abernathy Road
Suite 1200
Atlanta, Georgia 30328.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership as of the 11th day of March, 2005.

GENERAL PARTNER:

BH PROCUREMENT SERVICES, LLC

By: BEAZER HOMES TEXAS, LP
Its Managing Member

By: BEAZER HOMES TEXAS HOLDINGS, INC.
Its General Partner

By: /s/ TERESA DIETZ

Name: Teresa Dietz
Title: Secretary

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Exhibit 3.1(aa)

CERTIFICATE OF FORMATION
OF
BH PROCUREMENT SERVICES, LLC

The undersigned, acting as authorized organizer of a limited liability company under the Delaware Limited Liability Company Act ("**Act**"), does hereby adopt this Certificate of Formation for BH Procurement Services, LLC and **DOES HEREBY CERTIFY**:

FIRST: The name of the limited liability company formed hereby is BH Procurement Services, LLC (the "**Company**");

SECOND: The name of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company;

THIRD: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19801, in the County of New Castle;

FOURTH: The period of existence of the Company is perpetual until dissolution of the Company in accordance with the provisions of its Operating Agreement or the Act;

FIFTH: All members of the Company shall enter into an Operating Agreement with respect to the conduct of the business and affairs of the Company, and the Operating Agreement will be binding on all members. No member of the Company, in such capacity, has authority to act on behalf of, or bind, the Company, unless such act is duly authorized, approved or ratified in accordance with the Operating Agreement; and

SIXTH: The business and affairs of the Company shall be managed by its members.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned duly authorized person has executed this Certificate of Formation as of the 11th day of March, 2005.

/s/ TERESA DIETZ

Teresa Dietz, Authorized Person

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Exhibit 3.2(g)

OPERATING AGREEMENT OF
BEAZER HOMES INVESTMENTS, LLC

This Operating Agreement (this "**Operating Agreement**") of Beazer Homes Investments, LLC (the "**Company**"), a Delaware limited liability company created by the conversion of Beazer Homes Investment Corp., a Delaware corporation, into the Company pursuant to applicable law, is entered into as of this 30th day of December, 2004, by Beazer Homes Corp., the sole Member of the Company.

ARTICLE I.
DEFINITIONS

For purposes of this Operating Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

"Affiliate" means (a) any person which, directly or indirectly, controls, is controlled by or is under common control with the specified person, (b) any person of which the specified person serves as an officer, partner or trustee or with respect to which the specified person served in a similar capacity, (c) any person of which a specified person is, directly or indirectly, the beneficial owner of ten percent (10%) or more of any class of equity securities of the person, (d) any person that, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of the specified person, and (e) any relative or spouse of the specified person who makes his or her home with the specified person.

"Approval of Members" or "Approved by the Members" means the unanimous consent of all of the Members. An Assignee shall not be a Member for purposes of this definition, and except as expressly provided in the Agreement, the Approval of Members shall not require the consent of any Assignee.

"Certificate of Formation" means the Certificate of Formation of the Company as properly adopted and amended from time to time by the Members and filed with the Delaware Secretary of State pursuant to applicable law.

"Assignee" means an assignee of Units who has not been admitted as a Substituted Member.

"Bankrupt Member" means a Member who: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; or (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief.

"Capital Account" shall mean a financial account to be established and maintained by the Company for each Member, as computed from time to time in accordance with the capital account maintenance rules set forth in Regulations Section 1.704-1(b)(2), as such Regulations may be amended from time to time.

"Capital Contribution" means any contribution of property, services or the obligation to contribute property or services to the Company made by or on behalf of a Member or Assignee.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means Beazer Homes Investments, LLC, a Delaware limited liability company, and any successor limited liability company.

"Distribution" means a transfer of property to a Member on account of Units as described in Article VI.

"Dissociation" means any action which causes a Person to cease being a Member as described in Article IX hereof.

"Dissolution Event" means an event, the occurrence of which will result in the dissolution of the Company under Article XI unless the Members agree to continue the business of the Company as provided therein.

"Majority-In-Interest" means, at any given time, Members that both (i) hold in the aggregate more than fifty percent (50%) of the outstanding Units held by all Members and (ii) own a majority of the outstanding capital interests held by the Members as determined on the basis of the Capital Account balances of the Members.

"Member" means any Person (i) who has signed this Operating Agreement as a Member or who is hereafter admitted as a Member of the Company pursuant to this Operating Agreement and (ii) who holds Units in the Company.

"Profits" and "Losses" for any fiscal year means the net income or net loss of the Company for such fiscal year or fraction thereof, as determined for federal income tax purposes in accordance with the accounting method used by the Company for federal income tax purposes. Profits shall also include all income received by the Company that is exempt from federal income tax, and the difference between the fair market value and adjusted basis for book purposes of any asset distributed to a Member determined at the time of distribution. Losses shall include expenditures of the Company described in Section 705(a)(2)(B) of the Code including items treated under Section 1.704-1(b)(2)(iv)(i) of the Regulations as items described in Section 705(a)(2)(B) of the Code.

"Person" means a natural person, trust, estate, partnership, limited liability company or any incorporated or unincorporated organization.

"Regulations" mean, except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be changed from time to time.

"Substituted Member" means an Assignee who has been admitted as a Member.

"Taxable Year" means the taxable year of the Company as determined pursuant to Section 706 of the Code.

"Transfer" means any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

"Unit" means an interest of a Member or Assignee in the Profits, Losses and Distributions of the Company as determined in accordance with this Agreement. The number of Units issued to each Member is set forth on Exhibit A, which shall be amended in the event that the Company issues additional Units or acquires any outstanding Units.

ARTICLE II.
FORMATION

2.1 *Organization.* The Company was formed pursuant to applicable law upon the filing of a Certificate of Conversion (the "Certificate of Conversion") and the Certificate of Formation on December 30, 2004. The rights and obligations of the Members shall be as provided under applicable law, the Certificate of Conversion, the Certificate of Formation and this Agreement. The Members agree to each of the provisions of the Certificate of Conversion and the Certificate of Formation.

2.2 *Registered Agent and Office.* The Company's registered office shall be 2711 Centerville Road, Suite 400, Wilmington, Delaware 19801, in the County of New Castle, and the name of its registered agent at that address is Corporation Service Company. The Company may designate another registered office or agent at any time by following the procedures set forth in applicable law.

2.3 *Principal office.* The principal office of the Company shall be located at:

1000 Abernathy Road, Suite 1200
Atlanta, GA 30328

2.4 *Business.* The business of the Company shall be:

(a) To pursue any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the benefit of the Company or the protection of its assets.

(b) To exercise all powers which may be legally exercised under applicable law.

(c) To engage in any activities reasonably necessary or convenient to the foregoing.

2.5 *Duration.* The existence of the Company shall continue in perpetuity unless the Company is dissolved pursuant to Article XII or applicable law.

ARTICLE III.
ACCOUNTING AND RECORDS

3.1 *Records to be Maintained.* The Company shall maintain records in accordance with applicable law.

3.2 *Accounts.* The Company shall maintain appropriate books and records, kept in accordance with generally accepted accounting principles and a record of the Capital Account for each Member and Assignee. Each Member shall have the right to inspect and copy any books and records of the Company during normal business hours.

ARTICLE IV.
MEMBERS AND MANAGEMENT

4.1 *Management.* Pursuant to applicable law, each member shall be an agent of the Company for the purpose of the Company's business or affairs, and the act of any member, including the execution in the name of the Company of an instrument for carrying on in the usual way the business or affairs of the Company shall bind the Company. Furthermore, except as expressly set forth in this Operating Agreement, any action which is taken on behalf of the Company by any member shall be deemed to have been approved by all members, and the member taking such action shall be deemed to have been fully authorized to take such action on behalf of the Company; however, the provisions of this sentence shall become null and void if any party other than Beazer Homes USA, Inc. ("**Beazer**"), or any subsidiary of Beazer as to which Beazer maintains voting control, either directly or indirectly (collectively with Beazer, the "**Beazer Entities**"), shall become a Member.

4.2 *Distributions.* Distributions shall be made in accordance with Section 6.3 in such amounts and at such times as determined by a Majority-In-Interest.

4.3 *Liability of Members.* No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or applicable law shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

4.4 *Officers.* Any member may appoint such officers of the Company as it may deem necessary to assist in the operations of the Company, with such duties and powers as are conferred on such officers by such Member; however, if a party other than a Beazer Entity shall become a Member, the officers must be appointed by a Majority-In-Interest.

ARTICLE V.
CONTRIBUTIONS

5.1 *Contributions.* The Members shall not be required to make additional Capital Contributions.

5.2 *Member Loans.* Any Member may, with the approval of a Majority-In-Interest, loan funds to the Company. The repayment terms and interest rate for such loans shall be approved by a Majority-In-Interest; *provided, however,* that in no event shall the interest rate on, such loans be less than the applicable federal rate as announced by the Internal Revenue Service and in effect on the date the loan is made.

5.3 *Return of Capital Contributions.* Except as otherwise provided in this Agreement, a Member shall be entitled to a return of his or its Capital Contribution only upon the dissolution and winding up of the Company as provided in Article XI.

ARTICLE VI.
ALLOCATIONS AND DISTRIBUTIONS

6.1 *Allocations of Profits and Losses.* Subject to the provisions of Section 6.2, Profits, Losses and other items of income, gain, deduction and credit shall be allocated among the Members in proportion to their Units.

6.2 *Contributed Property.* If property which has an adjusted basis that is different from its fair market value is contributed to the Company, gain or loss and depreciation with respect to such property shall be allocated in accordance with Section 704(c) of the Code and the Regulations thereunder as in effect on the date that the property is contributed.

6.3 *Distributions.* Distributions in anticipation of a Dissolution Event or subsequent to a Dissolution Event shall be made as provided in Section 11.3. All other Distributions shall be made to the Members in proportion to their Units.

ARTICLE VII.
TAX MATTERS

7.1 *Method of Accounting.* The records of the Company shall be maintained on the cash method of accounting for tax purposes, unless otherwise provided by the Code or by the Regulations.

7.2 *Tax Matters Partner.* Beazer Homes Corp. shall be designated as the "Tax Matters Partner" of the Company pursuant to Section 6231(a)(7) of the Code. The Tax Matters Partner shall take such actions as are necessary to cause each other Member and Assignee to become a "Notice Partner" within the meaning of Section 6223 of the Code. The Tax Matters Partner shall not take any action contemplated by Section 6223 through 6229 of the Code without the prior written consent of all other Members.

ARTICLE VIII.
TRANSFER OF UNITS

8.1 *Transfer.* No Member or Assignee may Transfer all or a portion of the Member's or Assignee's Units, except to a Beazer Entity, without the unanimous consent of the Members (excluding Assignees).

8.2 *Transfers not in Compliance with this Article Void.* Any attempted Transfer of Units, or any part thereof, not in compliance with this Article is null and void *ab initio*.

ARTICLE IX.
DISSOCIATION OF A MEMBER

9.1 *Dissociation.* A Person shall cease to be a Member upon the happening of any of the following events:

(a) the withdrawal of a Member with the unanimous consent of the remaining Members;

(b) a Member becoming a Bankrupt Member;

(c) in the case of a Member who is a natural person, the death of the Member;

(d) in the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

(e) in the case of a Member that is an organization other than a corporation, the dissolution and commencement of winding up of the separate organization;

(f) in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

(g) in the case of a Member that is an estate, the distribution by the fiduciary of the estate's Units.

Assignees shall not be deemed to be Members for purposes of this Section 9.1.

9.2 *Rights of Dissociating Member.* In the event any Member dissociates prior to the dissolution and winding up of the Company:

(a) if the Dissociation causes a dissolution and winding up of the Company under Article XI, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the Dissolution and winding up;

(b) if the Dissociation does not cause a dissolution and winding up of the Company under Article XI, the Member shall thereafter hold his or its Units as an Assignee.

ARTICLE X.
ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

10.1 *Rights of Assignees.* The Assignee of Units has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive Distributions and return of capital, and to be allocated the Profits and Losses attributable to the Units.

10.2 *Admission of Substitute Members.* An Assignee of Units shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Units only with the unanimous approval of the remaining Members. The Members may grant or withhold the approval of such admission for any Assignee in their sole and absolute discretion. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Units. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Units from any liability to the Company that may have existed prior to the admission.

10.3 *Admission of Additional Members.* Additional Members may be admitted only with a written Approval of the Members and only upon the terms and conditions set forth in such Approval. The Additional Members shall be required to execute either (i) an Admission Agreement evidencing their acceptance of the terms and conditions of the Articles, the written Approval, this Agreement and the terms of their Capital Contributions and their Units or (ii) an amended or an amended and restated Operating Agreement.

ARTICLE XI.
DISSOLUTION AND WINDING UP

11.1 *Dissolution.* The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Dissolution Events):

(a) the expiration of the term, if any, set forth in the Articles, unless the business of the Company is continued with the consent of all of the Members;

(b) the unanimous written consent of all of the Members;

(c) the Dissociation of any Member, unless the business of the Company is continued with the unanimous written consent of the remaining Members within 60 days after such Dissociation.

(d) at any time there cease to be one (1) or more Members.

11.2 *Effect of Dissolution.* Upon dissolution, the existence of the Company shall continue, but the Members shall wind up all of the Company's affairs and proceed to liquidate all of the Company's assets as promptly as is consistent with obtaining their fair value.

11.3 *Distribution of Assets on Dissolution.* Upon the winding up of the Company, the assets of the Company shall be distributed:

(a) to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of the Company's liabilities;

(b) to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by Approval of the Members.

11.4 *Winding Up, and Articles of Dissolution.* The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, articles of dissolution shall be delivered to the Secretary of State for filing. The articles of dissolution shall set forth the information required by applicable law.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

12.1 *Entire Agreement.* This Operating Agreement, the Certificate of Conversion and the Certificate of Formation represent the entire agreement among the Members.

12.2 *Amendment or Modification of this Operating Agreement.* This Operating Agreement may be amended or modified from time to time only by a written instrument executed by all of the Members.

12.3 *No Partnership Intended for Non-tax Purposes.* The Members have formed the Company under applicable law, and expressly do not intend to form a partnership or a limited partnership. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

12.4 *Rights of Creditors and Third Parties under this Operating Agreement.* This Operating Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable. statute, no such creditor or third party shall have any rights under this Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

12.5 *Notice.* Notice to the Company shall be considered as given when mailed by first class mail, postage prepaid, to its principal office. Notice to a Member shall be considered as given when mailed by first class mail, postage prepaid, to the Member at the address reflected in the Company's records unless such Member has notified the Company in writing of a different address.

12.6 *Headings.* Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of any provision of this Agreement.

12.7 *Counterparts.* This Operating Agreement may be executed in any number of counterparts with the same effect as if all such parties executed the same document. All such counterparts shall constitute one agreement.

12.8 *Delaware Law Controlling.* The laws of the State of Delaware, including applicable law, shall govern the validity of this Operating Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

12.9 *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

12.10 *Number and Gender.* All provisions and references to gender shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

12.11 *Binding Effect.* Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors and assigns.

12.12 *No Partition.* Notwithstanding any other provision hereof or of any governing law, no Member shall have the right of partition with respect to any property of the Company during the term hereof; nor shall any Member make application to any court or authority having jurisdiction in the matter, or otherwise commence or prosecute any action or proceeding for partition of Company property or the sale thereof. Upon any breach of the provision of this paragraph, the Company and each other Member, in addition to any other rights or remedies which they have at law or in equity, shall be entitled to a decree or other order restraining and enjoining any such application, action or proceeding.

[Signature page follows]

IN WITNESS WHEREOF, this Operating Agreement has been executed by the undersigned Member as of the date first above written.

MEMBER:

BEAZER HOMES CORP.

By: /s/ IAN J. MCCARTHY

Ian J. McCarthy, President

EXHIBIT A

Member	Units
Beazer Homes Corp.	100

QuickLinks

Exhibit 3.2(n)

OPERATING AGREEMENT OF
BEAZER REALTY SERVICES, LLC

This Operating Agreement (this "**Operating Agreement**") of Beazer Realty Services, LLC (the "**Company**"), a Delaware limited liability company created by the conversion of Beazer Realty, Inc., an Indiana corporation, into the Company pursuant to applicable law, is entered into as of this 31st day of December, 2004, by Beazer Homes Investments, LLC, the sole Member of the Company.

ARTICLE I.
DEFINITIONS

For purposes of this Operating Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

"Affiliate" means (a) any person which, directly or indirectly, controls, is controlled by or is under common control with the specified person, (b) any person of which the specified person serves as an officer, partner or trustee or with respect to which the specified person served in a similar capacity, (c) any person of which a specified person is, directly or indirectly, the beneficial owner of ten percent (10%) or more of any class of equity securities of the person, (d) any person that, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of the specified person, and (e) any relative or spouse of the specified person who makes his or her home with the specified person.

"Approval of Members" or "Approved by the Members" means the unanimous consent of all of the Members. An Assignee shall not be a Member for purposes of this definition, and except as expressly provided in the Agreement, the Approval of Members shall not require the consent of any Assignee.

"Certificate of Formation" means the Certificate of Formation of the Company as properly adopted and amended from time to time by the Members and filed with the Delaware Secretary of State pursuant to applicable law.

"Assignee" means an assignee of Units who has not been admitted as a Substituted Member.

"Bankrupt Member" means a Member who: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; or (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief.

"Capital Account" shall mean a financial account to be established and maintained by the Company for each Member, as computed from time to time in accordance with the capital account maintenance rules set forth in Regulations Section 1.704-1(b)(2), as such Regulations may be amended from time to time.

"Capital Contribution" means any contribution of property, services or the obligation to contribute property or services to the Company made by or on behalf of a Member or Assignee.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means Beazer Realty Services, LLC, a Delaware limited liability company, and any successor limited liability company.

"Distribution" means a transfer of property to a Member on account of Units as described in Article VI.

"Dissociation" means any action which causes a Person to cease being a Member as described in Article IX hereof.

"Dissolution Event" means an event, the occurrence of which will result in the dissolution of the Company under Article XI unless the Members agree to continue the business of the Company as provided therein.

"Majority-In-Interest" means, at any given time, Members that both (i) hold in the aggregate more than fifty percent (50%) of the outstanding Units held by all Members and (ii) own a majority of the outstanding capital interests held by the Members as determined on the basis of the Capital Account balances of the Members.

"Member" means any Person (i) who has signed this Operating Agreement as a Member or who is hereafter admitted as a Member of the Company pursuant to this Operating Agreement and (ii) who holds Units in the Company.

"Profits" and "Losses" for any fiscal year means the net income or net loss of the Company for such fiscal year or fraction thereof, as determined for federal income tax purposes in accordance with the accounting method used by the Company for federal income tax purposes. Profits shall also include all income received by the Company that is exempt from federal income tax, and the difference between the fair market value and adjusted basis for book purposes of any asset distributed to a Member determined at the time of distribution. Losses shall include expenditures of the Company described in Section 705(a)(2)(B) of the Code including items treated under Section 1.704-1(b)(2)(iv)(i) of the Regulations as items described in Section 705(a)(2)(B) of the Code.

"Person" means a natural person, trust, estate, partnership, limited liability company or any incorporated or unincorporated organization.

"Regulations" mean, except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be changed from time to time.

"Substituted Member" means an Assignee who has been admitted as a Member.

"Taxable Year" means the taxable year of the Company as determined pursuant to Section 706 of the Code.

"Transfer" means any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

"Unit" means an interest of a Member or Assignee in the Profits, Losses and Distributions of the Company as determined in accordance with this Agreement. The number of Units issued to each Member is set forth on Exhibit A, which shall be amended in the event that the Company issues additional Units or acquires any outstanding Units.

ARTICLE II.
FORMATION

2.1 *Organization.* The Company was formed pursuant to applicable law upon the filing of the Certificate of Formation and a Certificate of Conversion (the "**Certificate of Conversion**") on December , 2004. The rights and obligations of the Members shall be as provided under applicable law, the Certificate of Conversion, the Certificate of Formation and this Agreement. The Members agree to each of the provisions of the Certificate of Conversion and the Certificate of Formation.

2.2 *Registered Agent and Office.* The Company's registered office shall be 2711 Centerville Road, Suite 400, Wilmington, Delaware 19801, in the County of New Castle, and the name of its registered agent at that address is Corporation Service Company. The Company may designate another registered office or agent at any time by following the procedures set forth in applicable law.

2.3 *Principal office.* The principal office of the Company shall be located at:

1000 Abernathy Road, Suite 1200
Atlanta, GA 30328

2.4 *Business.* The business of the Company shall be:

(a) To pursue any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the benefit of the Company or the protection of its assets.

(b) To exercise all powers which may be legally exercised under applicable law.

(c) To engage in any activities reasonably necessary or convenient to the foregoing.

2.5 *Duration.* The existence of the Company shall continue in perpetuity unless the Company is dissolved pursuant to Article XII or applicable law.

ARTICLE III.
ACCOUNTING AND RECORDS

3.1 *Records to be Maintained.* The Company shall maintain records in accordance with applicable law.

3.2 *Accounts.* The Company shall maintain appropriate books and records, kept in accordance with generally accepted accounting principles and a record of the Capital Account for each Member and Assignee. Each Member shall have the right to inspect and copy any books and records of the Company during normal business hours.

ARTICLE IV.
MEMBERS AND MANAGEMENT

4.1 *Management.* Pursuant to applicable law, each member shall be an agent of the Company for the purpose of the Company's business or affairs, and the act of any member, including the execution in the name of the Company of an instrument for carrying on in the usual way the business or affairs of the Company shall bind the Company. Furthermore, except as expressly set forth in this Operating Agreement, any action which is taken on behalf of the Company by any member shall be deemed to have been approved by all members, and the member taking such action shall be deemed to have been fully authorized to take such action on behalf of the Company; *however*, the provisions of this sentence shall become null and void if any party other than Beazer Homes USA, Inc. ("**Beazer**"), or any subsidiary of Beazer as to which Beazer maintains voting control, either directly or indirectly (collectively with Beazer, the "**Beazer Entities**"), shall become a Member.

4.2 *Distributions.* Distributions shall be made in accordance with Section 6.3 in such amounts and at such times as determined by a Majority-In-Interest.

4.3 *Liability of Members.* No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or applicable law shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

4.4 *Officers.* Any member may appoint such officers of the Company as it may deem necessary to assist in the operations of the Company, with such duties and powers as are conferred on such officers by such Member; *however*, if a party other than a Beazer Entity shall become a Member, the officers must be appointed by a Majority-In-Interest.

ARTICLE V.
CONTRIBUTIONS

5.1 *Contributions.* The Members shall not be required to make additional Capital Contributions.

5.2 *Member Loans.* Any Member may, with the approval of a Majority-In-Interest, loan funds to the Company. The repayment terms and interest rate for such loans shall be approved by a Majority-In-Interest; *provided, however*, that in no event shall the interest rate on such loans be less than the applicable federal rate as announced by the Internal Revenue Service and in effect on the date the loan is made.

5.3 *Return of Capital Contributions.* Except as otherwise provided in this Agreement, a Member shall be entitled to a return of his or its Capital Contribution only upon the dissolution and winding up of the Company as provided in Article XI.

ARTICLE VI.
ALLOCATIONS AND DISTRIBUTIONS

6.1 *Allocations of Profits and Losses.* Subject to the provisions of Section 6.2, Profits, Losses and other items of income, gain, deduction and credit shall be allocated among the Members in proportion to their Units.

6.2 *Contributed Property.* If property which has an adjusted basis that is different from its fair market value is contributed to the Company, gain or loss and depreciation with respect to such property shall be allocated in accordance with Section 704(c) of the Code and the Regulations thereunder as in effect on the date that the property is contributed.

6.3 *Distributions.* Distributions in anticipation of a Dissolution Event or subsequent to a Dissolution Event shall be made as provided in Section 11.3. All other Distributions shall be made to the Members in proportion to their Units.

ARTICLE VII.
TAX MATTERS

7.1 *Method of Accounting.* The records of the Company shall be maintained on the cash method of accounting for tax purposes, unless otherwise provided by the Code or by the Regulations.

7.2 *Tax Matters Partner.* Beazer Homes Investments, LLC shall be designated as the "Tax Matters Partner" of the Company pursuant to Section 6231(a)(7) of the Code. The Tax Matters Partner shall take such actions as are necessary to cause each other Member and Assignee to become a "Notice Partner" within the meaning of Section 6223 of the Code. The Tax Matters Partner shall not take any action contemplated by Section 6223 through 6229 of the Code without the prior written consent of all other Members.

ARTICLE VIII.
TRANSFER OF UNITS

8.1 *Transfer.* No Member or Assignee may Transfer all or a portion of the Member's or Assignee's Units, except to a Beazer Entity, without the unanimous consent of the Members (excluding Assignees).

8.2 *Transfers not in Compliance with this Article Void.* Any attempted Transfer of Units, or any part thereof, not in compliance with this Article is null and void *ab initio*.

ARTICLE IX.
DISSOCIATION OF A MEMBER

9.1 *Dissociation.* A Person shall cease to be a Member upon the happening of any of the following events:

(a) the withdrawal of a Member with the unanimous consent of the remaining Members;

(b) a Member becoming a Bankrupt Member;

(c) in the case of a Member who is a natural person, the death of the Member;

(d) in the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

(e) in the case of a Member that is an organization other than a corporation, the dissolution and commencement of winding up of the separate organization;

(f) in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

(g) in the case of a Member that is an estate, the distribution by the fiduciary of the estate's Units.

Assignees shall not be deemed to be Members for purposes of this Section 9.1.

9.2 *Rights of Dissociating Member.* In the event any Member dissociates prior to the dissolution and winding up of the Company:

(a) if the Dissociation causes a dissolution and winding up of the Company under Article XI, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the Dissolution and winding up;

(b) if the Dissociation does not cause a dissolution and winding up of the Company under Article XI, the Member shall thereafter hold his or its Units as an Assignee.

ARTICLE X.
ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

10.1 *Rights of Assignees.* The Assignee of Units has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive Distributions and return of capital, and to be allocated the Profits and Losses attributable to the Units.

10.2 *Admission of Substitute Members.* An Assignee of Units shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Units only with the unanimous approval of the remaining Members. The Members may grant or withhold the approval of such admission for any Assignee in their sole and absolute discretion. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Units. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Units from any liability to the Company that may have existed prior to the admission.

10.3 *Admission of Additional Members.* Additional Members may be admitted only with a written Approval of the Members and only upon the terms and conditions set forth in such Approval. The Additional Members shall be required to execute either (i) an Admission Agreement evidencing their acceptance of the terms and conditions of the Articles, the written Approval, this Agreement and the terms of their Capital Contributions and their Units or (ii) an amended or an amended and restated Operating Agreement.

ARTICLE XI.
DISSOLUTION AND WINDING UP

11.1 *Dissolution.* The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Dissolution Events):

(a) the expiration of the term, if any, set forth in the Articles, unless the business of the Company is continued with the consent of all of the Members;

(b) the unanimous written consent of all of the Members;

(c) the Dissociation of any Member, unless the business of the Company is continued with the unanimous written consent of the remaining Members within 60 days after such Dissociation.

(d) at any time there cease to be one (1) or more Members.

11.2 *Effect of Dissolution.* Upon dissolution, the existence of the Company shall continue, but the Members shall wind up all of the Company's affairs and proceed to liquidate all of the Company's assets as promptly as is consistent with obtaining their fair value.

11.3 *Distribution of Assets on Dissolution.* Upon the winding up of the Company, the assets of the Company shall be distributed:

(a) to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of the Company's liabilities;

(b) to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by Approval of the Members.

11.4 *Winding Up, and Articles of Dissolution.* The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, articles of dissolution shall be delivered to the Secretary of State for filing. The articles of dissolution shall set forth the information required by applicable law.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

12.1 *Entire Agreement.* This Operating Agreement and the Certificate of Formation represent the entire agreement among the Members.

12.2 *Amendment or Modification of this Operating Agreement.* This Operating Agreement may be amended or modified from time to time only by a written instrument executed by all of the Members.

12.3 *No Partnership Intended for Non-tax Purposes.* The Members have formed the Company under applicable law, and expressly do not intend to form a partnership or a limited partnership. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

12.4 *Rights of Creditors and Third Parties under this Operating Agreement.* This Operating Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

12.5 *Notice.* Notice to the Company shall be considered as given when mailed by first class mail, postage prepaid, to its principal office. Notice to a Member shall be considered as given when mailed by first class mail, postage prepaid, to the Member at the address reflected in the Company's records unless such Member has notified the Company in writing of a different address.

12.6 *Headings.* Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of any provision of this Agreement.

12.7 *Counterparts.* This Operating Agreement may be executed in any number of counterparts with the same effect as if all such parties executed the same document. All such counterparts shall constitute one agreement.

12.8 *Delaware Law Controlling.* The laws of the State of Delaware, including applicable law, shall govern the validity of this Operating Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

12.9 *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

12.10 *Number and Gender.* All provisions and references to gender shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

12.11 *Binding Effect.* Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors and assigns.

12.12 *No Partition.* Notwithstanding any other provision hereof or of any governing law, no Member shall have the right of partition with respect to any property of the Company during the term hereof; nor shall any Member make application to any court or authority having jurisdiction in the matter, or otherwise commence or prosecute any action or proceeding for partition of Company property or the sale thereof. Upon any breach of the provision of this paragraph, the Company and each other Member, in addition to any other rights or remedies which they have at law or in equity, shall be entitled to a decree or other order restraining and enjoining any such application, action or proceeding.

[Signature page follows]

IN WITNESS WHEREOF, this Operating Agreement has been executed by the undersigned Member as of the date first above written.

MEMBER:

BEAZER HOMES INVESTMENTS, LLC
By: Beazer Homes Corp., Its Managing Member

By: /s/ IAN J. MCCARTHY

Ian J. McCarthy, President

EXHIBIT A

Member	Units
Beazer Homes Investments, LLC	100

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 3.2(q)(2)

AMENDMENT OF PARTNERSHIP AGREEMENT
AND CONSENT TO REGISTRATION
AS A LIMITED LIABILITY PARTNERSHIP

I. Amendments.

The undersigned, being all of the Partners of Crossmann Communities Partnership, an Indiana general partnership (the "Partnership"), hereby agree to amend the Partnership Agreement of the Partnership made as of the 1st day of September, 1993, as previously amended (the "Partnership Agreement"), in the following respects:

A. Article II of the Partnership Agreement, "Name of Partnership and Names of Partners," is hereby amended and restated in its entirety to read as follows:

"The name of the partnership shall be Beazer Homes Indiana LLP."

"The names and addresses of the Partners are:

Deluxe Homes of Lafayette, Inc. 1000 Abernathy Road, Suite 1200 Atlanta, GA 30328	Beazer Homes Investments, LLC 1000 Abernathy Road, Suite 1200 Atlanta, GA 30328

B. Article VII of the Partnership Agreement is hereby amended and restated in its entirety to read as follows:

"Each Partner shall share the net profits, net losses, and distributions of the Partnership as follows:

Name	Percentage
Beazer Homes Investments, LLC	83.111%
Deluxe Homes of Lafayette, Inc.	16.889%"

C. Article VIII, Section 8.1 of the Partnership Agreement, "Designation of Managing Partner," is hereby amended and restated in its entirety to read as follows:

"*Section 8.1. Designation of Managing Partner*. Beazer Homes Investments, LLC is hereby designated the Managing Partner of the Partnership."

D. The following is hereby added as Article XII to the Partnership Agreement:

"*Limited Liability*. From and after the registration of the partnership as a limited liability partnership under applicable law, the provisions of this Article shall be applicable. No partner shall be liable, directly or indirectly, including by way of indemnification, contribution, or otherwise, for the debts, obligations, or liabilities of, or chargeable to, the partnership or other partners, whether arising in tort, contract, or otherwise, or the acts or omissions of any other partner, solely by reason of being a partner, acting or failing to act as a partner, or participating as an employee, a consultant, a contractor, or otherwise in the conduct of the business or activities of the partnership while the partnership is a limited liability partnership. The partnership shall be solely liable out of partnership assets for the debts, obligations, and liabilities of the partnership. A partner's liability for the obligations of the partnership shall be limited to the aggregate amount of such partner's capital account and agreed upon contribution to the partnership."

The amendments contained herein shall be deemed effective on and after the date hereof. In all other respects, the Partnership Agreement remains in full force and effect without any other amendment.

II. Consent.

The undersigned partners hereby consent to, and authorize any partner to execute and file with the Indiana Secretary of State, an appropriate registration form, substantially in the form of *Exhibit A* attached hereto, to effect the establishment and registration of the partnership as a limited liability partnership under and in accordance with the applicable laws of the State of Indiana.

[Signature page follows]

Executed as of the 27th day of December, 2004.

BEAZER HOMES INVESTMENTS, LLC
By: Beazer Homes Corp., Its Managing Member

By: /s/ IAN J. MCCARTHY

Ian J. McCarthy, President

DELUXE HOMES OF LAFAYETTE, INC.

By: /s/ IAN J. MCCARTHY

Ian J. McCarthy, President

Exhibit A

REGISTRATION TO QUALIFY

AS A

LIMITED LIABILITY PARTNERSHIP

OF

BEAZER HOMES INDIANA LLP

BEAZER HOMES INDIANA LLP (the "**Partnership**"), by its duly authorized partner signing below, hereby qualifies as a limited liability partnership under the Indiana Uniform Partnership Act, IND. CODE §23-4-1 *et seq*. (the "**Act**"), by executing and filing with the Indiana Secretary of State this Registration to Qualify as a Limited Liability Partnership (this "**Registration**") under applicable provisions of the Act, and as required or permitted by the Act states herein as follows:

Section 1.1 The name of the Partnership is Beazer Homes Indiana LLP.

Section 1.2 The address of the Partnership's principal office is 1000 Abernathy Road, Suite 1200, Atlanta, Georgia 30328.

Section 1.3 The name of the Partnership's registered agent as required to be maintained by the Act (IND. CODE §23-4-1-50) is Corporation Service Company, whose business address is at the address of the Partnership's registered office for service of process stated below.

Section 1.4 The address of the Partnership's registered office for service of process as required to be maintained by the Act is 251 East Ohio Street, Suite 500, Indianapolis, IN 46204.

Section 1.5 The Partnership engages or intends to engage in the business of development, construction and sales of single-family homes and in any and all other lawful business or businesses in which limited liability partnerships may engage in the State of Indiana.

Section 1.6 From and after the effective time of this Registration, and continuing thereafter so long as the Partnership is a limited liability partnership, no partner of the Partnership shall be personally liable, directly or indirectly (including, without limitation, by way of indemnification, contribution or otherwise), for the debts, obligations or liabilities of or chargeable to the Partnership or any other partner or partners, whether arising in tort, contract or otherwise, or for the acts or omissions of any other partner, except to the extent, and only to the extent, provided otherwise by the Act, it being the intention of the Partnership by filing this Registration to limit the personal liability of all partners of the Partnership to the fullest extent permitted by applicable law.

Section 1.7 The filing of this Registration is evidence of the intent of the Partnership to act as a limited liability partnership.

Section 1.8 This Registration shall be effective immediately upon the filing thereof with the Indiana Secretary of State.

[Signature page follows]

Dated this day of December, 2004.

BEAZER HOMES INDIANA LLP

By: Beazer Homes Investments, LLC,
Its Managing Partner

By: Beazer Homes Corp., Its Managing Member

By: _____

Ian J. McCarthy, President

QuickLinks

Exhibit 3.2(r)

OPERATING AGREEMENT OF
BEAZER COMMERCIAL HOLDINGS, LLC

This Operating Agreement (this "**Operating Agreement**") of Beazer Commercial Holdings, LLC (the "**Company**"), a Delaware limited liability company, is entered into as of this 14th day of February, 2005, by Beazer Homes Corp., the sole Member of the Company.

ARTICLE I.
DEFINITIONS

For purposes of this Operating Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

"Affiliate" means (a) any person which, directly or indirectly, controls, is controlled by or is under common control with the specified person, (b) any person of which the specified person serves as an officer, partner or trustee or with respect to which the specified person served in a similar capacity, (c) any person of which a specified person is, directly or indirectly, the beneficial owner of ten percent (10%) or more of any class of equity securities of the person, (d) any person that, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of the specified person, and (e) any relative or spouse of the specified person who makes his or her home with the specified person.

"Approval of Members" or "Approved by the Members" means the unanimous consent of all of the Members. An Assignee shall not be a Member for purposes of this definition, and except as expressly provided in the Agreement, the Approval of Members shall not require the consent of any Assignee.

"Certificate of Formation" means the Certificate of Formation of the Company as properly adopted and amended from time to time by the Members and filed with the Delaware Secretary of State pursuant to applicable law.

"Assignee" means an assignee of Units who has not been admitted as a Substituted Member.

"Bankrupt Member" means a Member who: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; or (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief.

"Capital Account" shall mean a financial account to be established and maintained by the Company for each Member, as computed from time to time in accordance with the capital account maintenance rules set forth in Regulations Section 1.704-1(b)(2), as such Regulations may be amended from time to time.

"Capital Contribution" means any contribution of property, services or the obligation to contribute property or services to the Company made by or on behalf of a Member or Assignee.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means Beazer Commercial Holdings, LLC, a Delaware limited liability company, and any successor limited liability company.

"Distribution" means a transfer of property to a Member on account of Units as described in Article VI.

"Dissociation" means any action which causes a Person to cease being a Member as described in Article IX hereof.

"Dissolution Event" means an event, the occurrence of which will result in the dissolution of the Company under Article XI unless the Members agree to continue the business of the Company as provided therein.

"Majority-In-Interest" means, at any given time, Members that both (i) hold in the aggregate more than fifty percent (50%) of the outstanding Units held by all Members and (ii) own a majority of the outstanding capital interests held by the Members as determined on the basis of the Capital Account balances of the Members.

"Member" means any Person (i) who has signed this Operating Agreement as a Member or who is hereafter admitted as a Member of the Company pursuant to this Operating Agreement and (ii) who holds Units in the Company.

"Profits" and "Losses" for any fiscal year means the net income or net loss of the Company for such fiscal year or fraction thereof, as determined for federal income tax purposes in accordance with the accounting method used by the Company for federal income tax purposes. Profits shall also include all income received by the Company that is exempt from federal income tax, and the difference between the fair market value and adjusted basis for book purposes of any asset distributed to a Member determined at the time of distribution. Losses shall include expenditures of the Company described in Section 705(a)(2)(B) of the Code including items treated under Section 1.704-1(b)(2)(iv)(i) of the Regulations as items described in Section 705(a)(2)(B) of the Code.

"Person" means a natural person, trust, estate, partnership, limited liability company or any incorporated or unincorporated organization.

"Regulations" mean, except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be changed from time to time.

"Substituted Member" means an Assignee who has been admitted as a Member.

"Taxable Year" means the taxable year of the Company as determined pursuant to Section 706 of the Code.

"Transfer" means any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

"Unit" means an interest of a Member or Assignee in the Profits, Losses and Distributions of the Company as determined in accordance with this Agreement. The number of Units issued to each Member is set forth on Exhibit A, which shall be amended in the event that the Company issues additional Units or acquires any outstanding Units.

ARTICLE II.
FORMATION

2.1 *Organization.* The Company was formed pursuant to applicable law upon the filing of the Certificate of Formation on February 14, 2005. The rights and obligations of the Members shall be as provided under applicable law, the Certificate of Formation and this Agreement. The Members agree to each of the provisions of the Certificate of Formation.

2.2 *Registered Agent and Office.* The Company's registered office shall be 2711 Centerville Road, Suite 400, Wilmington, Delaware 19801, in the County of New Castle, and the name of its registered agent at that address is Corporation Service Company. The Company may designate another registered office or agent at any time by following the procedures set forth in applicable law.

2.3 *Principal office.* The principal office of the Company shall be located at:

1000 Abernathy Road, Suite 1200
Atlanta, GA 30328

2.4 *Business.* The business of the Company shall be:

(a) To pursue any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the benefit of the Company or the protection of its assets.

(b) To exercise all powers which may be legally exercised under applicable law.

(c) To engage in any activities reasonably necessary or convenient to the foregoing.

2.5 *Duration.* The existence of the Company shall continue in perpetuity unless the Company is dissolved pursuant to Article XII or applicable law.

ARTICLE III.
ACCOUNTING AND RECORDS

3.1 *Records to be Maintained.* The Company shall maintain records in accordance with applicable law.

3.2 *Accounts.* The Company shall maintain appropriate books and records, kept in accordance with generally accepted accounting principles and a record of the Capital Account for each Member and Assignee. Each Member shall have the right to inspect and copy any books and records of the Company during normal business hours.

ARTICLE IV.
MEMBERS AND MANAGEMENT

4.1 *Management.* Pursuant to applicable law, each member shall be an agent of the Company for the purpose of the Company's business or affairs, and the act of any member, including the execution in the name of the Company of an instrument for carrying on in the usual way the business or affairs of the Company shall bind the Company. Furthermore, except as expressly set forth in this Operating Agreement, any action which is taken on behalf of the Company by any member shall be deemed to have been approved by all members, and the member taking such action shall be deemed to have been fully authorized to take such action on behalf of the Company; *however*, the provisions of this sentence shall become null and void if any party other than Beazer Homes USA, Inc. ("**Beazer**"), or any subsidiary of Beazer as to which Beazer maintains voting control, either directly or indirectly (collectively with Beazer, the "**Beazer Entities**"), shall become a Member.

4.2 *Distributions.* Distributions shall be made in accordance with Section 6.3 in such amounts and at such times as determined by a Majority-In-Interest.

4.3 *Liability of Members.* No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or applicable law shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

4.4 *Officers.* Any member may appoint such officers of the Company as it may deem necessary to assist in the operations of the Company, with such duties and powers as are conferred on such officers by such Member; *however*, if a party other than a Beazer Entity shall become a Member, the officers must be appointed by a Majority-In-Interest.

ARTICLE V.
CONTRIBUTIONS

5.1 *Contributions.* The Members shall not be required to make additional Capital Contributions.

5.2 *Member Loans.* Any Member may, with the approval of a Majority-In-Interest, loan funds to the Company. The repayment terms and interest rate for such loans shall be approved by a Majority-In-Interest; *provided, however*, that in no event shall the interest rate on such loans be less than the applicable federal rate as announced by the Internal Revenue Service and in effect on the date the loan is made.

5.3 *Return of Capital Contributions.* Except as otherwise provided in this Agreement, a Member shall be entitled to a return of his or its Capital Contribution only upon the dissolution and winding up of the Company as provided in Article XI.

ARTICLE VI.
ALLOCATIONS AND DISTRIBUTIONS

6.1 *Allocations of Profits and Losses.* Subject to the provisions of Section 6.2, Profits, Losses and other items of income, gain, deduction and credit shall be allocated among the Members in proportion to their Units.

6.2 *Contributed Property.* If property which has an adjusted basis that is different from its fair market value is contributed to the Company, gain or loss and depreciation with respect to such property shall be allocated in accordance with Section 704(c) of the Code and the Regulations thereunder as in effect on the date that the property is contributed.

6.3 *Distributions.* Distributions in anticipation of a Dissolution Event or subsequent to a Dissolution Event shall be made as provided in Section 11.3. All other Distributions shall be made to the Members in proportion to their Units.

ARTICLE VII.
TAX MATTERS

7.1 *Method of Accounting.* The records of the Company shall be maintained on the cash method of accounting for tax purposes, unless otherwise provided by the Code or by the Regulations.

7.2 *Tax Matters Partner.* Beazer Homes Corp. shall be designated as the "Tax Matters Partner" of the Company pursuant to Section 6231(a)(7) of the Code. The Tax Matters Partner shall take such actions as are necessary to cause each other Member and Assignee to become a "Notice Partner" within the meaning of Section 6223 of the Code. The Tax Matters Partner shall not take any action contemplated by Section 6223 through 6229 of the Code without the prior written consent of all other Members.

ARTICLE VIII.
TRANSFER OF UNITS

8.1 *Transfer.* No Member or Assignee may Transfer all or a portion of the Member's or Assignee's Units, except to a Beazer Entity, without the unanimous consent of the Members (excluding Assignees).

8.2 *Transfers not in Compliance with this Article Void.* Any attempted Transfer of Units, or any part thereof, not in compliance with this Article is null and void *ab initio*.

ARTICLE IX.
DISSOCIATION OF A MEMBER

9.1 *Dissociation.* A Person shall cease to be a Member upon the happening of any of the following events:

(a) the withdrawal of a Member with the unanimous consent of the remaining Members;

(b) a Member becoming a Bankrupt Member;

(c) in the case of a Member who is a natural person, the death of the Member;

(d) in the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

(e) in the case of a Member that is an organization other than a corporation, the dissolution and commencement of winding up of the separate organization;

(f) in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

(g) in the case of a Member that is an estate, the distribution by the fiduciary of the estate's Units.

Assignees shall not be deemed to be Members for purposes of this Section 9.1.

9.2 *Rights of Dissociating Member.* In the event any Member dissociates prior to the dissolution and winding up of the Company:

(a) if the Dissociation causes a dissolution and winding up of the Company under Article XI, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the Dissolution and winding up;

(b) if the Dissociation does not cause a dissolution and winding up of the Company under Article XI, the Member shall thereafter hold his or its Units as an Assignee.

ARTICLE X.
ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

10.1 *Rights of Assignees.* The Assignee of Units has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive Distributions and return of capital, and to be allocated the Profits and Losses attributable to the Units.

10.2 *Admission of Substitute Members.* An Assignee of Units shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Units only with the unanimous approval of the remaining Members. The Members may grant or withhold the approval of such admission for any Assignee in their sole and absolute discretion. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Units. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Units from any liability to the Company that may have existed prior to the admission.

10.3 *Admission of Additional Members.* Additional Members may be admitted only with a written Approval of the Members and only upon the terms and conditions set forth in such Approval. The Additional Members shall be required to execute either (i) an Admission Agreement evidencing their acceptance of the terms and conditions of the Articles, the written Approval, this Agreement and the terms of their Capital Contributions and their Units or (ii) an amended or an amended and restated Operating Agreement.

ARTICLE XI.
DISSOLUTION AND WINDING UP

11.1 *Dissolution.* The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Dissolution Events):

(a) the expiration of the term, if any, set forth in the Articles, unless the business of the Company is continued with the consent of all of the Members;

(b) the unanimous written consent of all of the Members;

(c) the Dissociation of any Member, unless the business of the Company is continued with the unanimous written consent of the remaining Members within 60 days after such Dissociation.

(d) at any time there cease to be one (1) or more Members.

11.2 *Effect of Dissolution.* Upon dissolution, the existence of the Company shall continue, but the Members shall wind up all of the Company's affairs and proceed to liquidate all of the Company's assets as promptly as is consistent with obtaining their fair value.

11.3 *Distribution of Assets on Dissolution.* Upon the winding up of the Company, the assets of the Company shall be distributed:

(a) to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of the Company's liabilities;

(b) to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by Approval of the Members.

11.4 *Winding Up, and Articles of Dissolution.* The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, articles of dissolution shall be delivered to the Secretary of State for filing. The articles of dissolution shall set forth the information required by applicable law.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

12.1 *Entire Agreement.* This Operating Agreement and the Certificate of Formation represent the entire agreement among the Members.

12.2 *Amendment or Modification of this Operating Agreement.* This Operating Agreement may be amended or modified from time to time only by a written instrument executed by all of the Members.

12.3 *No Partnership Intended for Non-tax Purposes.* The Members have formed the Company under applicable law, and expressly do not intend to form a partnership or a limited partnership. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

12.4 *Rights of Creditors and Third Parties under this Operating Agreement.* This Operating Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

12.5 *Notice.* Notice to the Company shall be considered as given when mailed by first class mail, postage prepaid, to its principal office. Notice to a Member shall be considered as given when mailed by first class mail, postage prepaid, to the Member at the address reflected in the Company's records unless such Member has notified the Company in writing of a different address.

12.6 *Headings.* Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of any provision of this Agreement.

12.7 *Counterparts.* This Operating Agreement may be executed in any number of counterparts with the same effect as if all such parties executed the same document. All such counterparts shall constitute one agreement.

12.8 *Delaware Law Controlling.* The laws of the State of Delaware, including applicable law, shall govern the validity of this Operating Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

12.9 *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

12.10 *Number and Gender.* All provisions and references to gender shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

12.11 *Binding Effect.* Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors and assigns.

12.12 *No Partition.* Notwithstanding any other provision hereof or of any governing law, no Member shall have the right of partition with respect to any property of the Company during the term hereof; nor shall any Member make application to any court or authority having jurisdiction in the matter, or otherwise commence or prosecute any action or proceeding for partition of Company property or the sale thereof. Upon any breach of the provision of this paragraph, the Company and each other Member, in addition to any other rights or remedies which they have at law or in equity, shall be entitled to a decree or other order restraining and enjoining any such application, action or proceeding.

[Signature page follows]

IN WITNESS WHEREOF, this Operating Agreement has been executed by the undersigned Member as of the date first above written.

MEMBER:

BEAZER HOMES CORP.

By: /s/ IAN J. MCCARTHY

Ian J. McCarthy, President

EXHIBIT A

Member	Units
Beazer Homes Corp.	100

QuickLinks

Exhibit 3.2(s)

BY-LAWS

OF

BEAZER HOMES INDIANA HOLDINGS CORP.

(A DELAWARE CORPORATION)

(EFFECTIVE AS OF DECEMBER 28, 2004)

ARTICLE I

OFFICES

SECTION 1. REGISTERED OFFICE. The registered office of Beazer Homes Indiana Holdings Corp. (the "Corporation"), in the State of Delaware is located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Service Company.

SECTION 2. OTHER OFFICES. The Corporation may also have offices at such other places, within or without the State of Delaware, as the Board of Directors of the Corporation (the "Board") may from time to time appoint or the business of the Corporation may require.

ARTICLE II

MEETING OF STOCKHOLDERS.

SECTION 1. PLACE OF MEETING. Meetings of the stockholders shall be held either within or without the State of Delaware at such place as the Board may fix and in such manner as the Board may determine.

Alternatively, the Board, in its sole discretion, may determine that such meetings be held solely by means of remote communication. For any meeting of stockholders to be held by remote communication, the Corporation shall (a) implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by remote communication is a stockholder or proxyholder, (b) implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (c) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

SECTION 2. ANNUAL MEETING. The annual meeting of stockholders shall be held in each year on the date specified by the Board for the election of directors and for such other business as may properly be conducted at such meeting.

SECTION 3. SPECIAL MEETINGS. Special meetings of the stockholders may be called at any time by the Chairman of the Board, if any, the President or Chief Executive Officer, a majority of the Board or by the holders of at least a majority of the issued and outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class, to be held at such date, time and place, either within or without the State of Delaware as may be stated in the notice of meeting.

SECTION 4. NOTICE. Notice of every meeting of stockholders shall state the hour, means of remote communication, if any, date and place, if any, thereof, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, and shall, not less than ten (10) and not more

than sixty (60) days before such meeting, be served upon, mailed, or transmitted electronically to each stockholder of record entitled to vote thereat, at such stockholder's address as it appears upon the stock records of the Corporation.

Notice of the hour, means of remote communication, if any, by which stockholders or proxyholders may be deemed to be present and vote at such meeting, date, place, if any, and purpose of any meeting of stockholders may be dispensed with if every stockholder entitled to vote thereat shall attend in person, by proxy, or by remote communication and shall not object to the holding of such meeting for lack of proper notice, or if every absent stockholder entitled to such notice shall in writing or by electronic transmission, filed with the records of the meeting, either before or after the holding thereof, waive such notice.

SECTION 5. QUORUM. Except as otherwise provided by law or by the Certificate of Incorporation of the Corporation (the "Charter"), the holders of a majority of the issued and outstanding stock of the Corporation entitled to vote thereat, present in person or by means of remote communication, or represented by proxy shall constitute a quorum for the transaction of business at all meetings of stockholders.

SECTION 6. VOTING. At each meeting of stockholders, every stockholder of record at the closing of the transfer books, if closed, or on the date set by the Board for the determination of stockholders entitled to vote at such meeting, shall have one vote for each share of stock entitled to vote which is registered in such stockholder's name on the books of the Corporation, and, in the election of directors, may vote cumulatively to the extent and in the manner authorized in the Charter. At each such meeting every stockholder shall be entitled to vote in person or by means of remote communication, or by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three (3) years prior to the meeting in question, unless said instrument provides for a longer period during which it is to remain in force.

All elections of directors shall be held by written ballot, unless otherwise provided in the Charter or prescribed by the Board; if authorized by the Board, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder or proxy holder.

At any meeting at which a quorum is present, a plurality of votes properly cast for election to fill any vacancy on the Board shall be sufficient to elect a candidate to fill such vacancy, and a majority of the votes properly cast upon any other question shall decide the question, except in any case where a larger vote is required by law, the Charter, these By-Laws, or otherwise.

SECTION 7. ORGANIZATION. The Chairman of the Board, if there be one, or in the absence of the Chairman of the Board, the Chief Executive Officer, or in the absence of the Chairman of the Board and the Chief Executive Officer, the President, shall call meetings of the stockholders to order and shall act as the presiding officer thereof. The Secretary of the Corporation, if present, shall act as secretary of all meetings of stockholders, and, in such person's absence, the presiding officer may appoint a secretary.

SECTION 8. INSPECTORS OF ELECTION. The Board, in advance of any stockholders' meeting, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act or if inspectors shall not have been so appointed, the person presiding at a stockholders' meeting may, and on the request of any stockholder entitled to vote thereat shall, appoint one or more inspectors. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his or her ability.

The inspectors, if so appointed, shall determine the number of shares of capital stock outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting or any stockholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them. No director or candidate for office shall act as an inspector of an election of directors.

SECTION 9. LISTS OF STOCKHOLDERS. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, showing the address of each stockholder and the number and class of shares held by each. Nothing contained in this Section 9 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting during ordinary business hours, at the principal place of business of the Corporation. The list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 10. ADJOURNMENT. At any meeting of stockholders of the Corporation, if less than a quorum shall be present, a majority of the stockholders entitled to vote thereat, present in person or by means of remote communication, or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. Any business may be transacted at the adjourned meeting which might have been transacted at the meeting originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

SECTION 11. ACTION BY WRITTEN CONSENT. Any action required or permitted to be taken at any meeting of stockholders may, except as otherwise required by law or the Charter, be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken shall be signed by the holders of not less than the minimum number of votes that would be necessary to authorize or take such action at which all shares entitled to vote thereon were present and voted, and the writing or writings are filed with the permanent records of the Corporation. Prompt notice, or notice within the time prescribed by state law, of the taking of corporate action without a meeting by less than unanimous written consent will be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The management of the business and the conduct of the affairs of the Corporation shall be vested in the Board. The Board shall exercise all of the powers and duties conferred by law except as provided by the Charter or these By-Laws.

SECTION 2. NUMBER AND TERM. A director need not be a stockholder, a citizen of the United States, or a resident of the State of Delaware. The number of directors constituting the whole Board shall be at least one. Subject to the foregoing limitation, the number of directors may be fixed from time to time by action of the directors, or if the number is not fixed, the number shall be two. The number of directors may be increased or decreased only by action of the directors. At each annual meeting of the stockholders of the Corporation, the directors shall be elected to hold office for a term

expiring at the next annual meeting of the stockholders and/or until their respective successors are duly elected and qualified or until their earlier resignation or removal. The persons receiving the votes of a majority of the stock represented at the meeting shall be directors for the term prescribed by these By-Laws or until their successors shall be elected.

SECTION 3. RESIGNATIONS. Any director of the Corporation may resign at any time by giving notice in writing or by electronic transmission to the Board or to the President, Chief Executive Officer or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein or, if the time is not specified, it shall take effect immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 4. REMOVAL BY STOCKHOLDERS. Any director may be removed from office, with or without cause, by the affirmative vote of the holders of a majority of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class.

SECTION 5. VACANCIES. Newly created directorships resulting from any increase in the number of directors and any vacancies on the Board resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum, or by the sole remaining director. Any director elected in accordance with the preceding sentence shall hold office until the next annual meeting of the stockholders and until his or her successor is elected and qualified or until his or her earlier resignation or removal. No decrease in the number of directors constituting the Board shall shorten the term of any incumbent director.

SECTION 6. MEETINGS. Regular meetings of the Board may be held without notice by means of remote communication, if any, or at such places, within or without the State of Delaware, and times as shall be determined from time to time by resolution of the directors.

Special meetings of the Board shall be called by the Chairman of the Board, President, Chief Executive Officer or Secretary of the Corporation or by any of them on the request in writing or by means of electronic communication of any director with at least two (2) days' oral, electronic or written notice to each director and shall be held by remote communication, or at such place, within or without the State of Delaware, as may be determined by the directors or as shall be stated in the notice of meeting.

Meetings may be held at any time and place, if any, or without notice if all the directors are present and do not object to the holding of such meeting for lack of proper notice or if those not present shall, in writing or by electronic transmission, waive notice thereof.

SECTION 7. QUORUM, VOTING AND ADJOURNMENT. If there are more than two directors, a majority of the total number of directors or any committee thereof shall constitute a quorum for the transaction of business. If there are two or less than two directors, all of the directors or any committee thereof shall constitute a quorum for the transaction of business. The vote of a majority of the directors present in person or by remote communication at a meeting at which a quorum is present shall be the act of the Board. In the absence of a quorum, a majority of the directors present thereat in person or by remote communication may adjourn such meeting to another time and place, if any. Notice of the next meeting need not be given to the directors present in person or by remote communication at the adjourned meeting if the time and place, if any, of the next meeting are announced at the meeting so adjourned.

SECTION 8. COMMITTEES. The Board may, by resolution passed by a majority of the Board, designate one or more committees, each such committee to consist of one or more of the directors of the Corporation. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and

affairs of the Corporation; but no such committee shall have the power or authority to amend the Charter, adopt an agreement of merger or consolidation, recommend to the stockholders the sale, lease, or exchange of all or substantially all of the Corporation's properties and assets, recommend to the stockholders a dissolution of the Corporation or a revocation of a dissolution or to amend, or recommend to the stockholders the amendment of, these By-Laws. Unless a resolution of the Board expressly provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock of the Corporation. All committees of the Board shall report their proceedings to the Board when required.

SECTION 9. ACTION WITHOUT A MEETING. Unless otherwise restricted by the Charter or these By-Laws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the Board, or committee. Such filings shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

SECTION 10. COMPENSATION. The Board shall have the authority to fix the compensation of directors for their services. A director may also serve the Corporation in other capacities and receive compensation therefor.

SECTION 11. TELEPHONIC OR ELECTRONIC MEETINGS. Unless otherwise restricted by the Charter, members of the Board, or any committee designated by the Board, may participate in a meeting by means of conference telephone, remote communication or similar communications equipment in which all persons participating in the meeting can hear, speak and/or communicate with each other. Participation in any such meeting shall constitute presence in person at such meeting.

ARTICLE IV

OFFICERS

SECTION 1. OFFICERS. The Board shall elect a President and a Secretary and, in its discretion, may, or may delegate to the President the authority to, elect a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretaries, Assistant Treasurers and other officers and agents as deemed necessary or appropriate. In addition, the Board may, in its discretion, elect one of the aforementioned officers to serve as Chief Executive Officer and/or Chief Operating Officer and such person or persons shall exercise and perform such powers and duties for such term or terms as the Board may determine from time to time. Such officers shall be elected initially at the first meeting of the Board, and each shall hold office until their successors are elected and qualified or until his or her earlier death, resignation or removal. The powers and duties of more than one office may be exercised and performed by the same person.

SECTION 2. OTHER OFFICERS AND AGENTS. The Board may, or may delegate to the President the authority to, appoint such other officers and agents as deemed advisable, including, but not limited to, Regional Presidents, Senior Division Presidents, Division Presidents, Division Executive Vice Presidents, Division Senior Vice Presidents, Division Vice Presidents, Division Controllers and Division Assistant Secretaries who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board or by the President.

SECTION 3. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there be one, shall be a member of the Board and shall preside at all meetings of the Board and of the stockholders. He shall have such powers and perform such duties as from time to time may be assigned to him by the Board.

SECTION 4. CHIEF EXECUTIVE OFFICER/CHIEF OPERATING OFFICER. In the event that the Board elects a Chief Executive Officer and/or a Chief Operating Officer, the person or persons so elected or the members of such office shall individually or jointly, as the case may be, have general and active management of the property, business and affairs of the Corporation, subject to the supervision and control of the Board. The Chief Executive Officer and/or the Chief Operating Officer, as the case may be, also shall have such powers and perform such other duties as prescribed from time to time by the Board.

In the absence, disability or refusal of the Chairman of the Board to act, or the vacancy of such office, the Chief Executive Officer shall preside at all meetings of the stockholders and of the Board.

SECTION 5. PRESIDENT. The President shall have such powers and perform such other duties as prescribed from time to time by the Board.

In the absence, disability or refusal of the Chairman of the Board and Chief Executive Officer to act, or the vacancy of such offices, the President shall preside at all meetings of the stockholders and of the Board. Except as the Board shall otherwise provide with respect to a given transaction or act, the President shall, and may delegate to any officer of the Corporation, by execution of a power of attorney or otherwise, the authority to execute bonds, deeds, mortgages and other contracts on behalf of the Corporation.

SECTION 6. VICE PRESIDENTS. Each Vice President, of whom one or more may be designated a Senior Vice President, or an Executive Vice President, shall have and exercise such powers and shall perform such duties as from time to time may be assigned to him or her by the President or the Board.

SECTION 7. SECRETARY. The Secretary shall (i) keep the minutes of all meetings of the stockholders and of the Board in books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of law and these By-Laws; (iii) maintain custody of the records of the Corporation; and (iv) perform all duties incident to the office of secretary of a corporation, and such other duties as from time to time may be assigned by the President or the Board. In addition, the Secretary may sign, with the President, certificates of stock of the Corporation.

SECTION 8. TREASURER. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. He or she shall deposit, or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies or other depositaries as shall, from time to time, be selected by the Board; he or she may endorse for collection on behalf of the Corporation checks, notes and other obligations; he or she may sign receipts and vouchers for payments made to the Corporation; he or she may sign checks of the Corporation, singly or jointly with another person as the Board may authorize, and pay out and dispose of the proceeds under the direction of the Board; he or she shall render to the President and to the Board, whenever requested, an account of the financial condition of the Corporation; and he or she shall perform all the duties incident as from time to time may be assigned by the President or the Board.

SECTION 9. ASSISTANT TREASURER AND ASSISTANT SECRETARY. Each Assistant Treasurer and each Assistant Secretary shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Treasurer and Secretary respectively, and shall perform such other duties as the President or the Board shall prescribe.

SECTION 10. OWNERSHIP OF STOCK OF ANOTHER CORPORATION. The Chairman of the Board, the President, the Chief Executive Officer or the Treasurer, or such other officer or agent as shall be authorized by the Board, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of stockholders of any corporation in which the Corporation holds

stock and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such stock at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

SECTION 11. DELEGATION. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the President or the Board may delegate all or any of the powers and duties of any officer to any other officer.

SECTION 12. RESIGNATION AND REMOVAL. Any officer of the Corporation may be removed, with or without cause, by action of the Board. An officer may resign at any time in the same manner prescribed under Section 3 of Article III of these By-Laws for the resignation of a director.

SECTION 13. VACANCIES. The Board shall have the power to fill vacancies occurring in any office.

ARTICLE V

CERTIFICATES OF STOCK

SECTION 1. FORM AND EXECUTION OF CERTIFICATES. The interest of each stockholder of the Corporation shall be evidenced by a certificate or certificates for shares of stock in such form as the Board may from time to time prescribe. The certificates of stock of each class shall be consecutively numbered and signed by the Chairman of the Board, the President or the Chief Executive Officer and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary. Any or all of the signatures on the certificate may be a facsimile. The Board shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

SECTION 2. TRANSFER OF SHARES. The shares of the stock of the Corporation shall be transferable on the books of the Corporation by the holder thereof in person or by his or her attorney lawfully constituted, upon surrender for cancellation of certificates for the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, with such proof or guaranty of the authenticity of the signature as the Corporation or its agents may reasonably require. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Board shall have the power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 3. CLOSING OF TRANSFER BOOKS. The stock transfer books of the Corporation may, if deemed appropriate by the Board, be closed for such length of time not exceeding fifty (50) days as the Board may determine, preceding the date of any meeting of stockholders or the date for the payment of any dividend or the date for the allotment of rights or the date when the issuance, change, conversion or exchange of capital stock shall go into effect, during which time no transfer of stock on the books of the Corporation may be made.

SECTION 4. DATES OF RECORD. If deemed appropriate, the Board may fix in advance a date for such length of time not exceeding sixty (60) days (and, in the case of any meeting of stockholders, not less than ten (10) days) as the Board may determine, preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights or the date when any issuance, change, conversion or exchange of capital stock shall go into effect, as a record date for the determination of stockholders entitled to notice of, and to vote at, any such meeting or entitled to receive payment of any such dividend or to any allotment of rights, or to

exercise the rights in respect of any such issuance, change, conversion or exchange of capital stock, as the case may be, and in such case only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any record date fixed as aforesaid. If no such record date is so fixed, the record date shall be determined by applicable law.

SECTION 5. LOST OR DESTROYED CERTIFICATES. A new certificate of stock may be issued in the place of any certificate previously issued by the Corporation, alleged to have been lost, stolen, destroyed, improperly issued or mutilated, and the Board may, in its discretion, require the owner of such lost, stolen, destroyed, improperly issued or mutilated certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Board may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith.

SECTION 6. DIVIDENDS. Subject to the provisions of the Charter, the Board may at any regular or special meeting, out of funds legally available therefor, declare dividends upon the stock of the Corporation. Before the declaration of any dividend, the Board may set apart, out of any funds of the Corporation available for dividends, such sum or sums as from time to time in its discretion may be deemed proper for working capital or as a reserve fund to meet contingencies or for such other purposes as shall be deemed conducive to the interests of the Corporation.

ARTICLE VI

MISCELLANEOUS

SECTION 1. AMENDMENTS. These By-Laws may be amended or repealed or new By-Laws may be adopted by the affirmative vote of a majority of the Board at any regular or special meeting of the Board, provided that the By-Laws adopted by the Board may be amended or repealed by the stockholders.

SECTION 2. INDEMNIFICATION. The Corporation shall, to the fullest extent permitted by the General Corporation Law of the State of Delaware, indemnify members of the Board and may, if authorized by the Board, indemnify its officers, employees and agents and any and all persons whom it shall have power to indemnify against any and all expenses, liabilities or other matters.

SECTION 3. FISCAL YEAR. The fiscal year of the Corporation shall end on September 30 of each year, or such other twelve consecutive months as determined from time to time by vote of the Board.

ARTICLE VII

NOTICE AND WAIVER OF NOTICE

SECTION 1. NOTICE. Whenever notice is required to be given by law, the Charter or these By-Laws, such notice may be mailed or given by a form of electronic transmission consented to by the person to whom the notice is given. Any such consent shall be revocable by such person by written notice to the Corporation. Any such consent shall be deemed revoked if (a) the Corporation is unable to deliver by electronic transmission two consecutive notices in accordance with such consent and (b) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Notice given pursuant to these By-Laws shall be deemed given: (a) if mailed, when deposited in the United States mail, postage pre-paid, addressed to the person entitled to such notice at his or her

address as it appears on the books and records of the Corporation, (b) if by facsimile telecommunication, when directed to a number at which such person has consented to receive notice; (c) if by electronic mail, when directed to an electronic mail address at which such person has consented to receive notice; (d) if by a posting on an electronic network together with separate notice to such person of such specific posting, upon the later of (1) such posting and (2) the giving of such separate notice; and (e) if by any other form of electronic transmission, when directed to such person. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated herein.

For purposes of these By-Laws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

SECTION 2. WAIVER OF NOTICE. Whenever notice is required to be given by law, the Charter or these By-Laws, a waiver thereof submitted by electronic transmission or in writing signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of an individual at a meeting, in person or by means of remote communication, shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and the execution by a person of a consent in writing or by electronic transmission in lieu of meeting shall constitute a waiver of notice of the action taken by such consent. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders, directors, or members of a committee of the Board need be specified in any such waiver of notice.

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Exhibit 3.2(t)

BY-LAWS

OF

BEAZER REALTY LOS ANGELES, INC.

(a Delaware Corporation)

(Effective as of March 11, 2005)

ARTICLE I

OFFICES

SECTION 1. REGISTERED OFFICE. The registered office of Beazer Realty Los Angeles, Inc. (the "Corporation"), in the State of Delaware is located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Service Company.

SECTION 2. OTHER OFFICES. The Corporation may also have offices at such other places, within or without the State of Delaware, as the Board of Directors of the Corporation (the "Board") may from time to time appoint or the business of the Corporation may require.

ARTICLE II

MEETING OF STOCKHOLDERS.

SECTION 1. PLACE OF MEETING. Meetings of the stockholders shall be held either within or without the State of Delaware at such place as the Board may fix and in such manner as the Board may determine.

Alternatively, the Board, in its sole discretion, may determine that such meetings be held solely by means of remote communication. For any meeting of stockholders to be held by remote communication, the Corporation shall (a) implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by remote communication is a stockholder or proxyholder, (b) implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (c) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

SECTION 2. ANNUAL MEETING. The annual meeting of stockholders shall be held in each year on the date specified by the Board for the election of directors and for such other business as may properly be conducted at such meeting.

SECTION 3. SPECIAL MEETINGS. Special meetings of the stockholders may be called at any time by the Chairman of the Board, if any, the President or Chief Executive Officer, a majority of the Board or by the holders of at least a majority of the issued and outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class, to be held at such date, time and place, either within or without the State of Delaware as may be stated in the notice of meeting.

SECTION 4. NOTICE. Notice of every meeting of stockholders shall state the hour, means of remote communication, if any, date and place, if any, thereof, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, and shall, not less than ten (10) and not more than sixty (60) days before such meeting, be served upon, mailed, or transmitted electronically to each stockholder of record entitled to vote thereat, at such stockholder's address as it appears upon the stock records of the Corporation.

Notice of the hour, means of remote communication, if any, by which stockholders or proxyholders may be deemed to be present and vote at such meeting, date, place, if any, and purpose of any meeting of stockholders may be dispensed with if every stockholder entitled to vote thereat shall attend in person, by proxy, or by remote communication and shall not object to the holding of such meeting for lack of proper notice, or if every absent stockholder entitled to such notice shall in writing or by electronic transmission, filed with the records of the meeting, either before or after the holding thereof, waive such notice.

SECTION 5. QUORUM. Except as otherwise provided by law or by the Certificate of Incorporation of the Corporation (the "Charter"), the holders of a majority of the issued and outstanding stock of the Corporation entitled to vote thereat, present in person or by means of remote communication, or represented by proxy shall constitute a quorum for the transaction of business at all meetings of stockholders.

SECTION 6. VOTING. At each meeting of stockholders, every stockholder of record at the closing of the transfer books, if closed, or on the date set by the Board for the determination of stockholders entitled to vote at such meeting, shall have one vote for each share of stock entitled to vote which is registered in such stockholder's name on the books of the Corporation, and, in the election of directors, may vote cumulatively to the extent and in the manner authorized in the Charter. At each such meeting every stockholder shall be entitled to vote in person or by means of remote communication, or by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three (3) years prior to the meeting in question, unless said instrument provides for a longer period during which it is to remain in force.

All elections of directors shall be held by written ballot, unless otherwise provided in the Charter or prescribed by the Board; if authorized by the Board, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder or proxy holder.

At any meeting at which a quorum is present, a plurality of votes properly cast for election to fill any vacancy on the Board shall be sufficient to elect a candidate to fill such vacancy, and a majority of the votes properly cast upon any other question shall decide the question, except in any case where a larger vote is required by law, the Charter, these By-Laws, or otherwise.

SECTION 7. ORGANIZATION. The Chairman of the Board, if there be one, or in the absence of the Chairman of the Board, the Chief Executive Officer, or in the absence of the Chairman of the Board and the Chief Executive Officer, the President, shall call meetings of the stockholders to order and shall act as the presiding officer thereof. The Secretary of the Corporation, if present, shall act as secretary of all meetings of stockholders, and, in such person's absence, the presiding officer may appoint a secretary.

SECTION 8. INSPECTORS OF ELECTION. The Board, in advance of any stockholders' meeting, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act or if inspectors shall not have been so appointed, the person presiding at a stockholders' meeting may, and on the request of any stockholder entitled to vote thereat shall, appoint one or more inspectors. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his or her ability.

The inspectors, if so appointed, shall determine the number of shares of capital stock outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes,

ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting or any stockholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them. No director or candidate for office shall act as an inspector of an election of directors.

SECTION 9. LISTS OF STOCKHOLDERS. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, showing the address of each stockholder and the number and class of shares held by each. Nothing contained in this Section 9 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting during ordinary business hours, at the principal place of business of the Corporation. The list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 10. ADJOURNMENT. At any meeting of stockholders of the Corporation, if less than a quorum shall be present, a majority of the stockholders entitled to vote thereat, present in person or by means of remote communication, or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. Any business may be transacted at the adjourned meeting which might have been transacted at the meeting originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

SECTION 11. ACTION BY WRITTEN CONSENT. Any action required or permitted to be taken at any meeting of stockholders may, except as otherwise required by law or the Charter, be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken shall be signed by the holders of not less than the minimum number of votes that would be necessary to authorize or take such action at which all shares entitled to vote thereon were present and voted, and the writing or writings are filed with the permanent records of the Corporation. Prompt notice, or notice within the time prescribed by state law, of the taking of corporate action without a meeting by less than unanimous written consent will be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The management of the business and the conduct of the affairs of the Corporation shall be vested in the Board. The Board shall exercise all of the powers and duties conferred by law except as provided by the Charter or these By-Laws.

SECTION 2. NUMBER AND TERM. A director need not be a stockholder, a citizen of the United States, or a resident of the State of Delaware. The number of directors constituting the whole Board shall be at least one. Subject to the foregoing limitation, the number of directors may be fixed from time to time by action of the directors, or if the number is not fixed, the number shall be two. The number of directors may be increased or decreased only by action of the directors. At each annual meeting of the stockholders of the Corporation, the directors shall be elected to hold office for a term expiring at the next annual meeting of the stockholders and/or until their respective successors are duly elected and qualified or until their earlier resignation or removal. The persons receiving the votes of a majority of the stock represented at the meeting shall be directors for the term prescribed by these By-Laws or until their successors shall be elected.

SECTION 3. RESIGNATIONS. Any director of the Corporation may resign at any time by giving notice in writing or by electronic transmission to the Board or to the President, Chief Executive Officer or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein or, if the time is not specified, it shall take effect immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 4. REMOVAL BY STOCKHOLDERS. Any director may be removed from office, with or without cause, by the affirmative vote of the holders of a majority of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class.

SECTION 5. VACANCIES. Newly created directorships resulting from any increase in the number of directors and any vacancies on the Board resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum, or by the sole remaining director. Any director elected in accordance with the preceding sentence shall hold office until the next annual meeting of the stockholders and until his or her successor is elected and qualified or until his or her earlier resignation or removal. No decrease in the number of directors constituting the Board shall shorten the term of any incumbent director.

SECTION 6. MEETINGS. Regular meetings of the Board may be held without notice by means of remote communication, if any, or at such places, within or without the State of Delaware, and times as shall be determined from time to time by resolution of the directors.

Special meetings of the Board shall be called by the Chairman of the Board, President, Chief Executive Officer or Secretary of the Corporation or by any of them on the request in writing or by means of electronic communication of any director with at least two (2) days' oral, electronic or written notice to each director and shall be held by remote communication, or at such place, within or without the State of Delaware, as may be determined by the directors or as shall be stated in the notice of meeting.

Meetings may be held at any time and place, if any, or without notice if all the directors are present and do not object to the holding of such meeting for lack of proper notice or if those not present shall, in writing or by electronic transmission, waive notice thereof.

SECTION 7. QUORUM, VOTING AND ADJOURNMENT. If there are more than two directors, a majority of the total number of directors or any committee thereof shall constitute a quorum for the transaction of business. If there are two or less than two directors, all of the directors or any committee thereof shall constitute a quorum for the transaction of business. The vote of a majority of the directors present in person or by remote communication at a meeting at which a quorum is present shall be the act of the Board. In the absence of a quorum, a majority of the directors present thereat in person or by remote communication may adjourn such meeting to another time and place, if any. Notice of the next meeting need not be given to the directors present in person or by remote communication at the adjourned meeting if the time and place, if any, of the next meeting are announced at the meeting so adjourned.

SECTION 8. COMMITTEES. The Board may, by resolution passed by a majority of the Board, designate one or more committees, each such committee to consist of one or more of the directors of the Corporation. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation; but no such committee shall have the power or authority to amend the Charter, adopt an agreement of merger or consolidation, recommend to the stockholders the sale, lease, or exchange of all or substantially all of the Corporation's properties and assets, recommend to the stockholders a dissolution of the Corporation or a revocation of a dissolution or to amend, or

recommend to the stockholders the amendment of, these By-Laws. Unless a resolution of the Board expressly provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock of the Corporation. All committees of the Board shall report their proceedings to the Board when required.

SECTION 9. ACTION WITHOUT A MEETING. Unless otherwise restricted by the Charter or these By-Laws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the Board, or committee. Such filings shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

SECTION 10. COMPENSATION. The Board shall have the authority to fix the compensation of directors for their services. A director may also serve the Corporation in other capacities and receive compensation therefor.

SECTION 11. TELEPHONIC OR ELECTRONIC MEETINGS. Unless otherwise restricted by the Charter, members of the Board, or any committee designated by the Board, may participate in a meeting by means of conference telephone, remote communication or similar communications equipment in which all persons participating in the meeting can hear, speak and/or communicate with each other. Participation in any such meeting shall constitute presence in person at such meeting.

ARTICLE IV

OFFICERS

SECTION 1. OFFICERS. The Board shall elect a President and a Secretary and, in its discretion, may, or may delegate to the President the authority to, elect a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretaries, Assistant Treasurers and other officers and agents as deemed necessary or appropriate. In addition, the Board may, in its discretion, elect one of the aforementioned officers to serve as Chief Executive Officer and/or Chief Operating Officer and such person or persons shall exercise and perform such powers and duties for such term or terms as the Board may determine from time to time. Such officers shall be elected initially at the first meeting of the Board, and each shall hold office until their successors are elected and qualified or until his or her earlier death, resignation or removal. The powers and duties of more than one office may be exercised and performed by the same person.

SECTION 2. OTHER OFFICERS AND AGENTS. The Board may, or may delegate to the President the authority to, appoint such other officers and agents as deemed advisable, including, but not limited to, Regional Presidents, Senior Division Presidents, Division Presidents, Division Executive Vice Presidents, Division Senior Vice Presidents, Division Vice Presidents, Division Controllers and Division Assistant Secretaries who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board or by the President.

SECTION 3. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there be one, shall be a member of the Board and shall preside at all meetings of the Board and of the stockholders. He shall have such powers and perform such duties as from time to time may be assigned to him by the Board.

SECTION 4. PRESIDENT. The President shall have such powers and perform such other duties as prescribed from time to time by the Board.

In the absence, disability or refusal of the Chairman of the Board to act, or the vacancy of such office, the President shall preside at all meetings of the stockholders and of the Board. In the absence,

disability or refusal of the Chairman of the Board and President to act, or the vacancy of such offices, the Chief Executive Officer shall preside at all meetings of the stockholders and of the Board. Except as the Board shall otherwise provide with respect to a given transaction or act, the President shall, and may delegate to any officer of the Corporation, by execution of a power of attorney or otherwise, the authority to execute bonds, deeds, mortgages and other contracts on behalf of the Corporation.

SECTION 5. CHIEF EXECUTIVE OFFICER/CHIEF OPERATING OFFICER. In the event that the Board elects a Chief Executive Officer and/or a Chief Operating Officer, the person or persons so elected or the members of such office shall individually or jointly, as the case may be, have general and active management of the property, business and affairs of the Corporation, subject to the supervision and control of the Board. The Chief Executive Officer and/or the Chief Operating Officer, as the case may be, also shall have such powers and perform such other duties as prescribed from time to time by the Board.

SECTION 6. VICE PRESIDENTS. Each Vice President, of whom one or more may be designated a Senior Vice President, or an Executive Vice President, shall have and exercise such powers and shall perform such duties as from time to time may be assigned to him or her by the President or the Board.

SECTION 7. SECRETARY. The Secretary shall (i) keep the minutes of all meetings of the stockholders and of the Board in books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of law and these By-Laws; (iii) maintain custody of the records of the Corporation; and (iv) perform all duties incident to the office of secretary of a corporation, and such other duties as from time to time may be assigned by the President or the Board. In addition, the Secretary may sign, with the President, certificates of stock of the Corporation.

SECTION 8. TREASURER. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. He or she shall deposit, or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies or other depositaries as shall, from time to time, be selected by the Board; he or she may endorse for collection on behalf of the Corporation checks, notes and other obligations; he or she may sign receipts and vouchers for payments made to the Corporation; he or she may sign checks of the Corporation, singly or jointly with another person as the Board may authorize, and pay out and dispose of the proceeds under the direction of the Board; he or she shall render to the President and to the Board, whenever requested, an account of the financial condition of the Corporation and; he or she shall perform all the duties incident as from time to time may be assigned by the President or the Board.

SECTION 9. ASSISTANT TREASURER AND ASSISTANT SECRETARY. Each Assistant Treasurer and each Assistant Secretary shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Treasurer and Secretary respectively, and shall perform such other duties as the President or the Board shall prescribe.

SECTION 10. OWNERSHIP OF STOCK OF ANOTHER CORPORATION. The Chairman of the Board, the President, the Chief Executive Officer or the Treasurer, or such other officer or agent as shall be authorized by the Board, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of stockholders of any corporation in which the Corporation holds stock and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such stock at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

SECTION 11. DELEGATION. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the President or the Board may delegate all or any of the powers and duties of any officer to any other officer.

SECTION 12. RESIGNATION AND REMOVAL. Any officer of the Corporation may be removed, with or without cause, by action of the Board. An officer may resign at any time in the same manner prescribed under Section 3 of Article III of these By-Laws for the resignation of a director.

SECTION 13. VACANCIES. The Board shall have the power to fill vacancies occurring in any office.

ARTICLE V

CERTIFICATES OF STOCK

SECTION 1. FORM AND EXECUTION OF CERTIFICATES. The interest of each stockholder of the Corporation shall be evidenced by a certificate or certificates for shares of stock in such form as the Board may from time to time prescribe. The certificates of stock of each class shall be consecutively numbered and signed by the Chairman of the Board, the President or the Chief Executive Officer and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary. Any or all of the signatures on the certificate may be a facsimile. The Board shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

SECTION 2. TRANSFER OF SHARES. The shares of the stock of the Corporation shall be transferable on the books of the Corporation by the holder thereof in person or by his or her attorney lawfully constituted, upon surrender for cancellation of certificates for the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, with such proof or guaranty of the authenticity of the signature as the Corporation or its agents may reasonably require. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Board shall have the power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 3. CLOSING OF TRANSFER BOOKS. The stock transfer books of the Corporation may, if deemed appropriate by the Board, be closed for such length of time not exceeding fifty (50) days as the Board may determine, preceding the date of any meeting of stockholders or the date for the payment of any dividend or the date for the allotment of rights or the date when the issuance, change, conversion or exchange of capital stock shall go into effect, during which time no transfer of stock on the books of the Corporation may be made.

SECTION 4. DATES OF RECORD. If deemed appropriate, the Board may fix in advance a date for such length of time not exceeding sixty (60) days (and, in the case of any meeting of stockholders, not less than ten (10) days) as the Board may determine, preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights or the date when any issuance, change, conversion or exchange of capital stock shall go into effect, as a record date for the determination of stockholders entitled to notice of, and to vote at, any such meeting or entitled to receive payment of any such dividend or to any allotment of rights, or to exercise the rights in respect of any such issuance, change, conversion or exchange of capital stock, as the case may be, and in such case only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting, or to receive payment of such

dividend, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any record date fixed as aforesaid. If no such record date is so fixed, the record date shall be determined by applicable law.

SECTION 5. LOST OR DESTROYED CERTIFICATES. A new certificate of stock may be issued in the place of any certificate previously issued by the Corporation, alleged to have been lost, stolen, destroyed, improperly issued or mutilated, and the Board may, in its discretion, require the owner of such lost, stolen, destroyed, improperly issued or mutilated certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Board may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith.

SECTION 6. DIVIDENDS. Subject to the provisions of the Charter, the Board may at any regular or special meeting, out of funds legally available therefor, declare dividends upon the stock of the Corporation. Before the declaration of any dividend, the Board may set apart, out of any funds of the Corporation available for dividends, such sum or sums as from time to time in its discretion may be deemed proper for working capital or as a reserve fund to meet contingencies or for such other purposes as shall be deemed conducive to the interests of the Corporation.

ARTICLE VI

MISCELLANEOUS

SECTION 1. AMENDMENTS. These By-Laws may be amended or repealed or new By-Laws may be adopted by the affirmative vote of a majority of the Board at any regular or special meeting of the Board, provided that the By-Laws adopted by the Board may be amended or repealed by the stockholders.

SECTION 2. INDEMNIFICATION. The Corporation shall, to the fullest extent permitted by the General Corporation Law of the State of Delaware, indemnify members of the Board and may, if authorized by the Board, indemnify its officers, employees and agents and any and all persons whom it shall have power to indemnify against any and all expenses, liabilities or other matters.

SECTION 3. FISCAL YEAR. The fiscal year of the Corporation shall end on September 30 of each year, or such other twelve consecutive months as determined from time to time by vote of the Board.

ARTICLE VII

NOTICE AND WAIVER OF NOTICE

SECTION 1. NOTICE. Whenever notice is required to be given by law, the Charter or these By-Laws, such notice may be mailed or given by a form of electronic transmission consented to by the person to whom the notice is given. Any such consent shall be revocable by such person by written notice to the Corporation. Any such consent shall be deemed revoked if (a) the Corporation is unable to deliver by electronic transmission two consecutive notices in accordance with such consent and (b) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Notice given pursuant to these By-Laws shall be deemed given: (a) if mailed, when deposited in the United States mail, postage pre-paid, addressed to the person entitled to such notice at his or her address as it appears on the books and records of the Corporation, (b) if by facsimile telecommunication, when directed to a number at which such person has consented to receive notice; (c) if by electronic mail, when directed to an electronic mail address at which such person has

consented to receive notice; (d) if by a posting on an electronic network together with separate notice to such person of such specific posting, upon the later of (1) such posting and (2) the giving of such separate notice; and (e) if by any other form of electronic transmission, when directed to such person. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated herein.

For purposes of these By-Laws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

SECTION 2. WAIVER OF NOTICE. Whenever notice is required to be given by law, the Charter or these By-Laws, a waiver thereof submitted by electronic transmission or in writing signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of an individual at a meeting, in person or by means of remote communication, shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and the execution by a person of a consent in writing or by electronic transmission in lieu of meeting shall constitute a waiver of notice of the action taken by such consent. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders, directors, or members of a committee of the Board need be specified in any such waiver of notice.

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Exhibit 3.2(u)

BY-LAWS

OF

BEAZER REALTY SACRAMENTO, INC.

(a Delaware Corporation)

(Effective as of March 11, 2005)

ARTICLE I

OFFICES

SECTION 1. REGISTERED OFFICE. The registered office of Beazer Realty Sacramento, Inc. (the "Corporation"), in the State of Delaware is located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Service Company.

SECTION 2. OTHER OFFICES. The Corporation may also have offices at such other places, within or without the State of Delaware, as the Board of Directors of the Corporation (the "Board") may from time to time appoint or the business of the Corporation may require.

ARTICLE II

MEETING OF STOCKHOLDERS.

SECTION 1. PLACE OF MEETING. Meetings of the stockholders shall be held either within or without the State of Delaware at such place as the Board may fix and in such manner as the Board may determine.

Alternatively, the Board, in its sole discretion, may determine that such meetings be held solely by means of remote communication. For any meeting of stockholders to be held by remote communication, the Corporation shall (a) implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by remote communication is a stockholder or proxyholder, (b) implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (c) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

SECTION 2. ANNUAL MEETING. The annual meeting of stockholders shall be held in each year on the date specified by the Board for the election of directors and for such other business as may properly be conducted at such meeting.

SECTION 3. SPECIAL MEETINGS. Special meetings of the stockholders may be called at any time by the Chairman of the Board, if any, the President or Chief Executive Officer, a majority of the Board or by the holders of at least a majority of the issued and outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class, to be held at such date, time and place, either within or without the State of Delaware as may be stated in the notice of meeting.

SECTION 4. NOTICE. Notice of every meeting of stockholders shall state the hour, means of remote communication, if any, date and place, if any, thereof, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, and shall, not less than ten (10) and not more than sixty (60) days before such meeting, be served upon, mailed, or transmitted electronically to each stockholder of record entitled to vote thereat, at such stockholder's address as it appears upon the stock records of the Corporation.

Notice of the hour, means of remote communication, if any, by which stockholders or proxyholders may be deemed to be present and vote at such meeting, date, place, if any, and purpose of any meeting of stockholders may be dispensed with if every stockholder entitled to vote thereat shall attend in person, by proxy, or by remote communication and shall not object to the holding of such meeting for lack of proper notice, or if every absent stockholder entitled to such notice shall in writing or by electronic transmission, filed with the records of the meeting, either before or after the holding thereof, waive such notice.

SECTION 5. QUORUM. Except as otherwise provided by law or by the Certificate of Incorporation of the Corporation (the "Charter"), the holders of a majority of the issued and outstanding stock of the Corporation entitled to vote thereat, present in person or by means of remote communication, or represented by proxy shall constitute a quorum for the transaction of business at all meetings of stockholders.

SECTION 6. VOTING. At each meeting of stockholders, every stockholder of record at the closing of the transfer books, if closed, or on the date set by the Board for the determination of stockholders entitled to vote at such meeting, shall have one vote for each share of stock entitled to vote which is registered in such stockholder's name on the books of the Corporation, and, in the election of directors, may vote cumulatively to the extent and in the manner authorized in the Charter. At each such meeting every stockholder shall be entitled to vote in person or by means of remote communication, or by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three (3) years prior to the meeting in question, unless said instrument provides for a longer period during which it is to remain in force.

All elections of directors shall be held by written ballot, unless otherwise provided in the Charter or prescribed by the Board; if authorized by the Board, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder or proxy holder.

At any meeting at which a quorum is present, a plurality of votes properly cast for election to fill any vacancy on the Board shall be sufficient to elect a candidate to fill such vacancy, and a majority of the votes properly cast upon any other question shall decide the question, except in any case where a larger vote is required by law, the Charter, these By-Laws, or otherwise.

SECTION 7. ORGANIZATION. The Chairman of the Board, if there be one, or in the absence of the Chairman of the Board, the Chief Executive Officer, or in the absence of the Chairman of the Board and the Chief Executive Officer, the President, shall call meetings of the stockholders to order and shall act as the presiding officer thereof. The Secretary of the Corporation, if present, shall act as secretary of all meetings of stockholders, and, in such person's absence, the presiding officer may appoint a secretary.

SECTION 8. INSPECTORS OF ELECTION. The Board, in advance of any stockholders' meeting, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act or if inspectors shall not have been so appointed, the person presiding at a stockholders' meeting may, and on the request of any stockholder entitled to vote thereat shall, appoint one or more inspectors. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his or her ability.

The inspectors, if so appointed, shall determine the number of shares of capital stock outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes,

ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting or any stockholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them. No director or candidate for office shall act as an inspector of an election of directors.

SECTION 9. LISTS OF STOCKHOLDERS. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, showing the address of each stockholder and the number and class of shares held by each. Nothing contained in this Section 9 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting during ordinary business hours, at the principal place of business of the Corporation. The list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 10. ADJOURNMENT. At any meeting of stockholders of the Corporation, if less than a quorum shall be present, a majority of the stockholders entitled to vote thereat, present in person or by means of remote communication, or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. Any business may be transacted at the adjourned meeting which might have been transacted at the meeting originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

SECTION 11. ACTION BY WRITTEN CONSENT. Any action required or permitted to be taken at any meeting of stockholders may, except as otherwise required by law or the Charter, be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken shall be signed by the holders of not less than the minimum number of votes that would be necessary to authorize or take such action at which all shares entitled to vote thereon were present and voted, and the writing or writings are filed with the permanent records of the Corporation. Prompt notice, or notice within the time prescribed by state law, of the taking of corporate action without a meeting by less than unanimous written consent will be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The management of the business and the conduct of the affairs of the Corporation shall be vested in the Board. The Board shall exercise all of the powers and duties conferred by law except as provided by the Charter or these By-Laws.

SECTION 2. NUMBER AND TERM. A director need not be a stockholder, a citizen of the United States, or a resident of the State of Delaware. The number of directors constituting the whole Board shall be at least one. Subject to the foregoing limitation, the number of directors may be fixed from time to time by action of the directors, or if the number is not fixed, the number shall be two. The number of directors may be increased or decreased only by action of the directors. At each annual meeting of the stockholders of the Corporation, the directors shall be elected to hold office for a term expiring at the next annual meeting of the stockholders and/or until their respective successors are duly elected and qualified or until their earlier resignation or removal. The persons receiving the votes of a majority of the stock represented at the meeting shall be directors for the term prescribed by these By-Laws or until their successors shall be elected.

SECTION 3. RESIGNATIONS. Any director of the Corporation may resign at any time by giving notice in writing or by electronic transmission to the Board or to the President, Chief Executive Officer or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein or, if the time is not specified, it shall take effect immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 4. REMOVAL BY STOCKHOLDERS. Any director may be removed from office, with or without cause, by the affirmative vote of the holders of a majority of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class.

SECTION 5. VACANCIES. Newly created directorships resulting from any increase in the number of directors and any vacancies on the Board resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum, or by the sole remaining director. Any director elected in accordance with the preceding sentence shall hold office until the next annual meeting of the stockholders and until his or her successor is elected and qualified or until his or her earlier resignation or removal. No decrease in the number of directors constituting the Board shall shorten the term of any incumbent director.

SECTION 6. MEETINGS. Regular meetings of the Board may be held without notice by means of remote communication, if any, or at such places, within or without the State of Delaware, and times as shall be determined from time to time by resolution of the directors.

Special meetings of the Board shall be called by the Chairman of the Board, President, Chief Executive Officer or Secretary of the Corporation or by any of them on the request in writing or by means of electronic communication of any director with at least two (2) days' oral, electronic or written notice to each director and shall be held by remote communication, or at such place, within or without the State of Delaware, as may be determined by the directors or as shall be stated in the notice of meeting.

Meetings may be held at any time and place, if any, or without notice if all the directors are present and do not object to the holding of such meeting for lack of proper notice or if those not present shall, in writing or by electronic transmission, waive notice thereof.

SECTION 7. QUORUM, VOTING AND ADJOURNMENT. If there are more than two directors, a majority of the total number of directors or any committee thereof shall constitute a quorum for the transaction of business. If there are two or less than two directors, all of the directors or any committee thereof shall constitute a quorum for the transaction of business. The vote of a majority of the directors present in person or by remote communication at a meeting at which a quorum is present shall be the act of the Board. In the absence of a quorum, a majority of the directors present thereat in person or by remote communication may adjourn such meeting to another time and place, if any. Notice of the next meeting need not be given to the directors present in person or by remote communication at the adjourned meeting if the time and place, if any, of the next meeting are announced at the meeting so adjourned.

SECTION 8. COMMITTEES. The Board may, by resolution passed by a majority of the Board, designate one or more committees, each such committee to consist of one or more of the directors of the Corporation. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation; but no such committee shall have the power or authority to amend the Charter, adopt an agreement of merger or consolidation, recommend to the stockholders the sale, lease, or exchange of all or substantially all of the Corporation's properties and assets, recommend to the stockholders a dissolution of the Corporation or a revocation of a dissolution or to amend, or

recommend to the stockholders the amendment of, these By-Laws. Unless a resolution of the Board expressly provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock of the Corporation. All committees of the Board shall report their proceedings to the Board when required.

SECTION 9. ACTION WITHOUT A MEETING. Unless otherwise restricted by the Charter or these By-Laws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the Board, or committee. Such filings shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

SECTION 10. COMPENSATION. The Board shall have the authority to fix the compensation of directors for their services. A director may also serve the Corporation in other capacities and receive compensation therefor.

SECTION 11. TELEPHONIC OR ELECTRONIC MEETINGS. Unless otherwise restricted by the Charter, members of the Board, or any committee designated by the Board, may participate in a meeting by means of conference telephone, remote communication or similar communications equipment in which all persons participating in the meeting can hear, speak and/or communicate with each other. Participation in any such meeting shall constitute presence in person at such meeting.

ARTICLE IV

OFFICERS

SECTION 1. OFFICERS. The Board shall elect a President and a Secretary and, in its discretion, may, or may delegate to the President the authority to, elect a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretaries, Assistant Treasurers and other officers and agents as deemed necessary or appropriate. In addition, the Board may, in its discretion, elect one of the aforementioned officers to serve as Chief Executive Officer and/or Chief Operating Officer and such person or persons shall exercise and perform such powers and duties for such term or terms as the Board may determine from time to time. Such officers shall be elected initially at the first meeting of the Board, and each shall hold office until their successors are elected and qualified or until his or her earlier death, resignation or removal. The powers and duties of more than one office may be exercised and performed by the same person.

SECTION 2. OTHER OFFICERS AND AGENTS. The Board may, or may delegate to the President the authority to, appoint such other officers and agents as deemed advisable, including, but not limited to, Regional Presidents, Senior Division Presidents, Division Presidents, Division Executive Vice Presidents, Division Senior Vice Presidents, Division Vice Presidents, Division Controllers and Division Assistant Secretaries who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board or by the President.

SECTION 3. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there be one, shall be a member of the Board and shall preside at all meetings of the Board and of the stockholders. He shall have such powers and perform such duties as from time to time may be assigned to him by the Board.

SECTION 4. PRESIDENT. The President shall have such powers and perform such other duties as prescribed from time to time by the Board.

In the absence, disability or refusal of the Chairman of the Board to act, or the vacancy of such office, the President shall preside at all meetings of the stockholders and of the Board. In the absence,

disability or refusal of the Chairman of the Board and President to act, or the vacancy of such offices, the Chief Executive Officer shall preside at all meetings of the stockholders and of the Board. Except as the Board shall otherwise provide with respect to a given transaction or act, the President shall, and may delegate to any officer of the Corporation, by execution of a power of attorney or otherwise, the authority to execute bonds, deeds, mortgages and other contracts on behalf of the Corporation.

SECTION 5. CHIEF EXECUTIVE OFFICER/CHIEF OPERATING OFFICER. In the event that the Board elects a Chief Executive Officer and/or a Chief Operating Officer, the person or persons so elected or the members of such office shall individually or jointly, as the case may be, have general and active management of the property, business and affairs of the Corporation, subject to the supervision and control of the Board. The Chief Executive Officer and/or the Chief Operating Officer, as the case may be, also shall have such powers and perform such other duties as prescribed from time to time by the Board.

SECTION 6. VICE PRESIDENTS. Each Vice President, of whom one or more may be designated a Senior Vice President, or an Executive Vice President, shall have and exercise such powers and shall perform such duties as from time to time may be assigned to him or her by the President or the Board.

SECTION 7. SECRETARY. The Secretary shall (i) keep the minutes of all meetings of the stockholders and of the Board in books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of law and these By-Laws; (iii) maintain custody of the records of the Corporation; and (iv) perform all duties incident to the office of secretary of a corporation, and such other duties as from time to time may be assigned by the President or the Board. In addition, the Secretary may sign, with the President, certificates of stock of the Corporation.

SECTION 8. TREASURER. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. He or she shall deposit, or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies or other depositaries as shall, from time to time, be selected by the Board; he or she may endorse for collection on behalf of the Corporation checks, notes and other obligations; he or she may sign receipts and vouchers for payments made to the Corporation; he or she may sign checks of the Corporation, singly or jointly with another person as the Board may authorize, and pay out and dispose of the proceeds under the direction of the Board; he or she shall render to the President and to the Board, whenever requested, an account of the financial condition of the Corporation and; he or she shall perform all the duties incident as from time to time may be assigned by the President or the Board.

SECTION 9. ASSISTANT TREASURER AND ASSISTANT SECRETARY. Each Assistant Treasurer and each Assistant Secretary shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Treasurer and Secretary respectively, and shall perform such other duties as the President or the Board shall prescribe.

SECTION 10. OWNERSHIP OF STOCK OF ANOTHER CORPORATION. The Chairman of the Board, the President, the Chief Executive Officer or the Treasurer, or such other officer or agent as shall be authorized by the Board, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of stockholders of any corporation in which the Corporation holds stock and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such stock at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

SECTION 11. DELEGATION. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the President or the Board may delegate all or any of the powers and duties of any officer to any other officer.

SECTION 12. RESIGNATION AND REMOVAL. Any officer of the Corporation may be removed, with or without cause, by action of the Board. An officer may resign at any time in the same manner prescribed under Section 3 of Article III of these By-Laws for the resignation of a director.

SECTION 13. VACANCIES. The Board shall have the power to fill vacancies occurring in any office.

ARTICLE V

CERTIFICATES OF STOCK

SECTION 1. FORM AND EXECUTION OF CERTIFICATES. The interest of each stockholder of the Corporation shall be evidenced by a certificate or certificates for shares of stock in such form as the Board may from time to time prescribe. The certificates of stock of each class shall be consecutively numbered and signed by the Chairman of the Board, the President or the Chief Executive Officer and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary. Any or all of the signatures on the certificate may be a facsimile. The Board shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

SECTION 2. TRANSFER OF SHARES. The shares of the stock of the Corporation shall be transferable on the books of the Corporation by the holder thereof in person or by his or her attorney lawfully constituted, upon surrender for cancellation of certificates for the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, with such proof or guaranty of the authenticity of the signature as the Corporation or its agents may reasonably require. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Board shall have the power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 3. CLOSING OF TRANSFER BOOKS. The stock transfer books of the Corporation may, if deemed appropriate by the Board, be closed for such length of time not exceeding fifty (50) days as the Board may determine, preceding the date of any meeting of stockholders or the date for the payment of any dividend or the date for the allotment of rights or the date when the issuance, change, conversion or exchange of capital stock shall go into effect, during which time no transfer of stock on the books of the Corporation may be made.

SECTION 4. DATES OF RECORD. If deemed appropriate, the Board may fix in advance a date for such length of time not exceeding sixty (60) days (and, in the case of any meeting of stockholders, not less than ten (10) days) as the Board may determine, preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights or the date when any issuance, change, conversion or exchange of capital stock shall go into effect, as a record date for the determination of stockholders entitled to notice of, and to vote at, any such meeting or entitled to receive payment of any such dividend or to any allotment of rights, or to exercise the rights in respect of any such issuance, change, conversion or exchange of capital stock, as the case may be, and in such case only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting, or to receive payment of such

dividend, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any record date fixed as aforesaid. If no such record date is so fixed, the record date shall be determined by applicable law.

SECTION 5. LOST OR DESTROYED CERTIFICATES. A new certificate of stock may be issued in the place of any certificate previously issued by the Corporation, alleged to have been lost, stolen, destroyed, improperly issued or mutilated, and the Board may, in its discretion, require the owner of such lost, stolen, destroyed, improperly issued or mutilated certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Board may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith.

SECTION 6. DIVIDENDS. Subject to the provisions of the Charter, the Board may at any regular or special meeting, out of funds legally available therefor, declare dividends upon the stock of the Corporation. Before the declaration of any dividend, the Board may set apart, out of any funds of the Corporation available for dividends, such sum or sums as from time to time in its discretion may be deemed proper for working capital or as a reserve fund to meet contingencies or for such other purposes as shall be deemed conducive to the interests of the Corporation.

ARTICLE VI

MISCELLANEOUS

SECTION 1. AMENDMENTS. These By-Laws may be amended or repealed or new By-Laws may be adopted by the affirmative vote of a majority of the Board at any regular or special meeting of the Board, provided that the By-Laws adopted by the Board may be amended or repealed by the stockholders.

SECTION 2. INDEMNIFICATION. The Corporation shall, to the fullest extent permitted by the General Corporation Law of the State of Delaware, indemnify members of the Board and may, if authorized by the Board, indemnify its officers, employees and agents and any and all persons whom it shall have power to indemnify against any and all expenses, liabilities or other matters.

SECTION 3. FISCAL YEAR. The fiscal year of the Corporation shall end on September 30 of each year, or such other twelve consecutive months as determined from time to time by vote of the Board.

ARTICLE VII

NOTICE AND WAIVER OF NOTICE

SECTION 1. NOTICE. Whenever notice is required to be given by law, the Charter or these By-Laws, such notice may be mailed or given by a form of electronic transmission consented to by the person to whom the notice is given. Any such consent shall be revocable by such person by written notice to the Corporation. Any such consent shall be deemed revoked if (a) the Corporation is unable to deliver by electronic transmission two consecutive notices in accordance with such consent and (b) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Notice given pursuant to these By-Laws shall be deemed given: (a) if mailed, when deposited in the United States mail, postage pre-paid, addressed to the person entitled to such notice at his or her address as it appears on the books and records of the Corporation, (b) if by facsimile telecommunication, when directed to a number at which such person has consented to receive notice; (c) if by electronic mail, when directed to an electronic mail address at which such person has

consented to receive notice; (d) if by a posting on an electronic network together with separate notice to such person of such specific posting, upon the later of (1) such posting and (2) the giving of such separate notice; and (e) if by any other form of electronic transmission, when directed to such person. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated herein.

For purposes of these By-Laws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

SECTION 2. WAIVER OF NOTICE. Whenever notice is required to be given by law, the Charter or these By-Laws, a waiver thereof submitted by electronic transmission or in writing signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of an individual at a meeting, in person or by means of remote communication, shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and the execution by a person of a consent in writing or by electronic transmission in lieu of meeting shall constitute a waiver of notice of the action taken by such consent. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders, directors, or members of a committee of the Board need be specified in any such waiver of notice.

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Exhibit 3.2(v)

AGREEMENT OF LIMITED PARTNERSHIP OF
BH BUILDING PRODUCTS, LP

THIS AGREEMENT OF LIMITED PARTNERSHIP (this "**Agreement**") is entered into as of the 11th day of March, 2005 between BH Procurement Services, LLC, a Delaware limited liability company (the "**General Partner**"), and Beazer Homes Texas, L.P., a Delaware limited partnership (the "**Limited Partner**" and together with the General Partner, the "**Partners**" and individually a "**Partner**").

RECITALS

WHEREAS, the General Partner and the Limited Partner desire to form a limited partnership under the Delaware Revised Uniform Limited Partnership Act, as amended and in effect from time to time (the "**Act**"); and

WHEREAS, in order to effect the business objectives of the Partnership, the parties hereto desire to provide the terms for the formation, capitalization and governance of the Partnership and to set forth in detail their rights and obligations relating to the Partnership.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

TERMS OF AGREEMENT

Section I. GENERAL PROVISIONS.

1.1 *Formation.* The parties hereto hereby agree to form the Partnership. The General Partner shall take all necessary action required by law to maintain the Partnership as a limited partnership under the Act and under the laws of all other jurisdictions in which the Partnership may elect to conduct business.

1.2 *Name.* The name of the Partnership shall be BH Building Products, LP.

1.3 *Business of the Partnership.* The purpose of the Partnership shall be to engage in the business of procuring building materials and supplies in the United States and to engage in any business activity related or incidental thereto.

1.4 *Place of Business.* The Partnership shall maintain its principal office and place of business at the address set forth on the signature page hereto. The Partnership shall also maintain an address and a place of business in the state of Delaware, located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19801. The registered agent of the Partnership at such address shall be Corporation Service Company. The General Partner may, at any time and from time to time, change the location of its place of business. The General Partner may establish such additional place or places of business as it may from time to time determine.

1.5 *Duration of the Partnership.* The Partnership shall commence on the date the Certificate of Limited Partnership for the Partnership is filed in accordance with the Act and shall continue its existence without interruption, subject to the provisions of the Act, until September 30, 2035, unless terminated at an earlier date in accordance with **Section VIII** of this Agreement. Notwithstanding the foregoing, and subject to the provisions of **Section VIII** hereof, the Partners may extend the Partnership's term beyond September 30, 2035 by unanimous vote.

1.6 *Title to Partnership Property.* All property owned by the Partnership, whether real or personal, tangible or intangible, shall be owned by the Partnership as an entity, and no Partner individually shall have any ownership interest in such property.

1.7 *Qualification to Do Business.* For the purpose of authorizing the Partnership to do business under the laws of any state, territory or possession of the United States or of any foreign country in

which it is necessary or convenient for the Partnership to transact business, the General Partner of the Partnership be, and they hereby are, authorized, directed and empowered, in the name and on behalf of the Partnership, to take such action as may be necessary or advisable to effect the qualification of the Partnership to do business as a foreign corporation in any of such states, territories, possessions or foreign countries and in connection therewith to appoint and substitute all necessary agents or attorneys for service of process, to designate or change the location of all necessary statutory offices, and to execute, acknowledge, verify, deliver, file or cause to be published any necessary applications, papers, certificates, reports, consents to service of process, powers of attorney and other instruments as may be required by any of such laws, and, whenever it is expedient for the Partnership to cease doing business and withdraw from any such state, territory, possession or foreign country, to revoke any appointment of agent or attorney for service of process and to file such applications, papers, certificates, reports, revocation of appointment or surrender of authority as may be necessary to terminate the authority of the Partnership to do business in any such state, territory, possession or foreign country.

1.8 *Fiscal Year.* The fiscal year of the Partnership shall end on September 30.

Section II. DEFINITIONS. For purposes of this Agreement, unless the context otherwise requires, the following terms shall have the following respective meanings:

2.1 *Act.* Defined in the recitals.

2.2 *Affiliate.* When used with reference to a specific Person, (a) any director, officer, employee or general partner of such Person and (b) a Person who directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified Person. As used herein, "**control**" shall mean the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

2.3 *Agreement.* This Agreement of Limited Partnership, as it may be amended from time to time.

2.4 *Applicable Law.* As to any Person, any law, act, ordinance, code, requirement, rule, regulation, policy, subpoena, order, writ, award, injunction, judgment or decree, whether foreign or domestic, and whether national, federal, state, provincial, or local, applicable to such Person or its assets.

2.5 *Bankruptcy.* For purposes of this Agreement, the filing by any Person of any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state bankruptcy, insolvency or other similar statute, law or regulation; or the filing by any Person of any answer admitting (or the failure by such Person to make a required responsive pleading to) the material allegations of a petition filed against such Person in any such proceeding; or the seeking or consenting to or acquiescence in the judicial appointment of any trustee, fiscal agent, receiver or liquidator of such Person or of all or any substantial part of its properties or the taking of any action looking to its dissolution or liquidation; or the failure, within ninety (90) days after the commencement of an involuntary case or action against any such Person seeking any bankruptcy, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, of such case or action to have been dismissed or of all orders and proceedings thereunder affecting the operations or the business of such Person to have been stayed, or the setting aside of the stay of any such order or proceeding thereafter; or the failure, within ninety (90) days after the judicial appointment without the consent or acquiescence of such Person of any trustee. fiscal agent, receiver or liquidator of such person or of all or any substantial part of its properties, of such appointment to have been vacated; or the assignment by such Person for the benefit of creditors or the admission in writing by such Person that its assets are insufficient to pay its liabilities as they come due.

2.6 *Capital Account.* The account maintained by the Partnership for each Partner as provided in Section 4.3 of this Agreement.

2.7 *Capital Contributions.* The total amount of all cash and the fair market value of all property contributed (or deemed to be contributed) by each Partner to the Partnership.

2.8 *Cash Flow.* Any cash generated by the Partnership in any manner to the extent that the General Partner determines such cash is not necessary for the operation of the Partnership's business.

2.9 *Claims.* Defined in Section 3.4 hereof.

2.10 *Code.* The Internal Revenue Code of 1986, as amended and in effect from time to time, and any successor statute, statutes or statutory provisions thereto.

2.11 *General Partner.* Defined in the preamble hereof and any and all other Persons who become substitute or successor general partners in accordance with the provisions of this Agreement.

2.12 *Limited Partner.* Defined in the preamble hereof and any and all other Persons who become substitute or successor limited partners in accordance with the provisions of this Agreement.

2.13 *Liquidating Share.* In the case of the dissolution of the Partnership, the positive Capital Account balance of a Partner as of the close of business on the effective date of such dissolution.

2.14 *Liquidator.* Defined in Section 8.2(a) hereof.

2.15 *Partner and Partners.* Defined in the Recitals.

2.16 *Partnership.* BH Building Products, LP, the Delaware limited partnership.

2.17 *Partnership Interest.* The ownership interest of a Partner in the Partnership from time to time, including the right of such Partner to any and all distributions (liquidating and otherwise) and allocations of the income, gains, losses, deductions and credits of the Partnership to which such Partner may be entitled, as provided in this Agreement and in the Act, together with the management and participation rights devolving on such Partner by virtue of his or her status as a partner under the Act and as specifically set forth in this Agreement, and the obligations of such Partner to comply with all the terms and provisions of this Agreement and of the Act.

2.18 *Percentage Interest.* Each Partner's allocable share of all income, gains, losses, deductions, credits and, when specified herein, distributions of the Partnership.

2.19 *Person.* Any individual, partnership, corporation, trust, limited liability company or other entity,

2.20 *Service.* The Internal Revenue Service, an agency of the United States Government, or any successor agency thereto.

Section III. POWERS, DUTIES, LIABILITIES AND COMPENSATION.

3.1 *Management of the Partnership.* The management and control of the business and affairs of the Partnership shall be vested in the General Partner.

3.2 *Authority of the General Partner.*

(a) The General Partner shall have all the authority, rights and powers conferred by law and those required or appropriate to the management and operation of the Partnership's business. Except as otherwise expressly provided in this Agreement, all decisions with respect to any matter set forth in this Agreement or otherwise affecting or arising out of the conduct of the business of

the Partnership shall be made by the General Partner. Specifically, but not by way of limitation, the General Partner shall be authorized in the name of and on behalf of the Partnership:

(i) to borrow and lend money and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the Partnership:

(ii) to employ such agents, employees, managers, investment managers, accountants, attorneys, consultants and other Persons, including itself, necessary or appropriate to carry out the business and affairs of the Partnership, whether or not any such Persons so employed are associated with or related to any Partner, and to pay such fees, expenses, salaries, wages and other compensation to such Persons as it shall, in its sole discretion, determine;

(iii) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including any relating to the payment of taxes, either in favor of or against the Partnership;

(iv) to pay any and all fees and to make any and all expenditures which it in its sole discretion, deems necessary or appropriate in connection with the organization of the Partnership and the carrying out of its obligations and responsibilities under this Agreement;

(v) to enter into agreements and engage in any transaction with Persons with which or whom the General Partner is or may be affiliated or with any other Persons;

(vi) to make all elections required or permitted to be made by the Partnership under the Code, including but not limited to the election pursuant to Code Section 754 to adjust the basis of the Partnership's assets for United States Federal income tax purposes; and

(vii) to assume and exercise all rights, powers and responsibilities granted to general partners by the Act.

(b) With respect to all of its rights, powers and responsibilities under this Agreement, the General Partner is authorized to execute and deliver, in the name and on behalf of the Partnership, such notes and other evidences of indebtedness, contracts, assignments, deeds, leases, loan agreements, mortgages, deeds of trust and other security instruments as it deems proper, all on such terms and conditions as it deems proper.

3.3 *Services of the General Partner.* The General Partner shall devote such time and effort to the business of the Partnership as may be necessary to promote adequately the interests of the Partnership and the mutual interests of the Partners; *provided*, *however*, that it is specifically understood and agreed that the General Partner (and the officers and directors of the General Partner) shall not be required to devote full time to the business of the Partnership; *provided*, *further, that*, the General Partner and its Affiliates may at any time and from time to time engage in and possess interests in other business ventures (whether or not in competition with the business of the Partnership) of any and every type and description, independently or with others, and neither the Partnership nor any Partner shall by virtue of this Agreement or otherwise have any right, title or interest in or to such independent ventures.

3.4 *Liability of the General Partner; Indemnification of the General Partner.* Neither the General Partner nor any of its Affiliates shall have any liability to the Partnership or to any Partner for any loss suffered by the Partnership which arises out of any action or inaction of the General Partner or any of its Affiliates, so long as the General Partner or such Affiliates, in good faith, shall have determined that such action or inaction was in the best interest of the Partnership and such action or inaction did not constitute fraud or willful misconduct. The General Partner and its Affiliates shall be indemnified by the Partnership to the fullest extent permitted by law against any losses, judgments, liabilities, damages, expenses and amounts paid in settlement of any claims (together, the "**Claims**") sustained in

connection with any act performed or omission within the scope of authority conferred by this Agreement; *provided*, *that*, such Claims were not the result of fraud or willful misconduct on the part of the General, Partner, or any of its Affiliates. The Partnership may advance to the General Partner and any of its Affiliates any amounts required to defend against any Claim for which the General Partner or any of such Affiliates may be entitled to indemnification in accordance with this **Section 3.4**. If it is ultimately determined that the Person receiving such advance is not entitled to indemnification pursuant to this **Section 3.4**, such Person shall promptly repay to the Partnership any amounts so advanced by the Partnership.

3.5 *Limitations on Limited Partner.* Except as set forth in this Agreement, the Limited Partner, in its capacity as Limited Partner, shall not (a) be permitted to take part in the control of the business or affairs of the Partnership, (b) have any voice in the management or operation of the Partnership or (c) have the authority or power in its capacity as Limited Partner to act as agent for or on behalf of the Partnership or any other Partner, to do any act that would be binding on the Partnership or any other Partner or to incur any expenditures on behalf of or with respect to the Partnership. A Limited Partner shall not have the right to demand or receive property other than cash for its Partnership Interest.

3.6 *Liability of Limited Partners.* So long as a Limited Partner complies with the provisions of **Section 3.5** hereof, it shall not be required to make any contributions to the capital of the Partnership to restore a loss or deficit Capital Account balance in excess of its Capital Contribution, and it shall have no liability for the losses, debts, liabilities or other obligations of the Partnership in excess of its Capital Contribution except as otherwise provided under the Act.

3.7 *Rights of Limited Partners.* The Limited Partners shall have only the rights expressly granted to them in this Agreement and as required under the Act. Each Limited Partner may receive any distributions or allocations to which it is entitled in accordance with **Section V** hereof.

3.8 *Certain Fees and Expenses.* Except as specifically provided to the contrary in this Agreement, all out-of-pocket expenses incurred by the General Partner, whether or not in direct connection with the organization and operation of the Partnership's business, including, without limitation, legal fees and accounting fees relating to the organization of the Partnership, shall be paid by the Partnership or reimbursed to the General Partner by the Partnership without the consent of the Limited Partners.

3.9 *Action Without a Meeting.* To the extent that any matter must be approved by a vote of the Limited Partners, such vote may be submitted to the Limited Partners for their approval by written consent without a meeting. Written consents shall be treated for all purposes as votes at a meeting.

Section IV. CAPITAL CONTRIBUTIONS.

4.1 *General Partner Capital Contribution.* The General Partner has contributed the amount set forth on **Exhibit A** attached hereto to the Partnership in exchange for its 1% Partnership Interest in the Partnership.

4.2 *Limited Partner Capital Contribution.* The Limited Partner hat contributed the amount set forth on **Exhibit A** attached hereto to the Partnership in exchange for its 99% Partnership Interest in the Partnership.

4.3 *Capital Accounts.*

(a) A Capital Account shall be maintained for each Partner in accordance with the capital account maintenance rules set forth in Treasury Regulations Section 1.704-1(b)(2)(iv). Without limiting the generality of the foregoing, each Partner's Capital Account shall be increased by (i) the amount of any money contributed by such Partner to the Partnership, (ii) the fair market value (as determined by the General Partner) of property contributed by such Partner to the

Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Code Section 752) and (iii) allocations to such Partner of Partnership income and gain, including income and gain exempt from tax and income and gain described in Treasury Regulations Section 1.704-1(b)(2)(iv)(g), but excluding items of income and gain described in Treasury Regulations Section 1.704-1(b)(4)(i), and each Partner's Capital Account shall be decreased by (A) the amount of any money distributed to such Partner by the Partnership, (B) the fair market value (as determined by the General Partner) of property distributed to such Partner by the Partnership (net of liabilities secured by such distributed property that the distributee Partner is considered to assume or take subject to under Code Section 752), (C) allocations to such Partner of expenditures of the Partnership described in Code Section 705(a)(2)(B) and (D) allocations to such Partner of Partnership loss and deduction, including loss and deduction described in Treasury Regulations Section 1.704-1(b)(2)(iv)(g), but excluding items of loss or deduction described in clause (B) of this **Section 4.3(a)** and Treasury Regulations Section 1.704-1(b)(4)(i) and 1.704-1(b)(4)(iii). The Capital Account of each Partner shall be appropriately adjusted for income, gain, loss and deduction as required by Treasury Regulations Section 1.704-1(b)(2)(iv)(g) (relating to allocations and adjustments resulting from the reflection of property on the books of the Partnership at book value, or a revaluation thereof, rather than at such property's adjusted tax basis).

(b) No interest shall be paid by the Partnership on any Capital Contribution. No Partner shall be entitled to withdraw from the Partnership, or demand the return of any part of its Capital Contribution or any balance in its Capital Account, or to receive any distribution, except in accordance with the terms of this Agreement. No Partner shall be liable for the return of the Capital Contributions of any other Partner.

Section V. DISTRIBUTIONS AND ALLOCATIONS.

5.1 *Distributions.* The Partnership may make distributions to the Partners in U.S. dollars out of Cash Flow at such times and in such amounts as the General Partner may determine, in its sole discretion. Distributions pursuant to this **Section 5.1** will be made 99% to the Limited Partner and 1% to the General Partner.

5.2 *Allocation of Income, Gain, Loss, Deduction and Credit.*

(a) Items of income, gain, loss and deduction shall be allocated to the Partners in accordance with, and in proportion to, their respective Percentage Interests.

(b) Except to the extent otherwise provided in Treasury Regulations Section 1.704-1(b)(4)(ii), any tax credits or tax credit recapture for any year shall be allocated among the Partners in accordance with each Partner's Percentage interest as of the time such tax credit or tax credit recapture arises.

(c) Notwithstanding the foregoing, all allocations of income, gain, loss and deduction are intended to have substantial economic effect within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2). Accordingly, the General Partner shall have the authority to cause any item of income, gain, loss or deduction to be allocated in such a manner as to comply with the substantial economic effect and capital account maintenance rules set forth under Code Section 704 and the Treasury Regulations promulgated thereunder. In this regard, each Partner shall be specially allocated items of Partnership income and gain in the amounts necessary to comply with Treasury Regulations Sections 1,704-1(b)(2)(ii)(d) ("qualified income offset"), 1.704-2(1) ("minimum gain chargeback") and 1.704-2(i)(4) ("partner minimum gain chargeback"), respectively. The previous sentence is intended to comply with the qualified income offset, minimum gain chargeback and partner minimum gain chargeback requirements in Treasury

Regulations Sections 1.704-1(b)(2)(ii)(d), 1.704-2(f) and 1.704-2(i)(4), respectively, and shall be interpreted consistently therewith.

5.3 *Allocations Upon Transfer of Partnership Interests.* In the event of the transfer of any Partnership Interest, all items of income, gain, loss, deduction and credit for the fiscal year in which the transfer occurs shall be allocated for Federal income tax purposes between the transferor and the transferee on the basis of the ownership of the interest at the time the particular item is taken into account by the Partnership for Federal income tax purposes, except to the extent otherwise required by Code Section 706(d). Distributions made on or after the effective date of transfer shall be made to the transferee, regardless of when such distributions accrued on the books of the Partnership. The effective date of the transfer shall be (a) in the case of a voluntary transfer, the actual date the transfer is recorded on the books of the Partnership or (b) in the case of an involuntary transfer, the date of the operative event.

Section VI. BOOKS AND RECORDS; ACCOUNTS.

6.1 *Books and Records.* The General Partner shall maintain at the office of the Partnership full and accurate books of the Partnership showing the names and addresses of the Partners, all receipts and expenditures, assets and liabilities, profits and losses, and all other books, records and information required by the Act or necessary for recording the Partnership's business and affairs including (a) federal, state and local income tax or information returns and reports, if any, and (b) audited financial statements of the Partnership. All Partners and their duly authorized representatives shall have the right to inspect and copy during reasonable business hours, at their expense, any and all of the Partnership's books and records, including books and records necessary to enable a Partner to defend any tax audit or related proceeding.

6.2 *Tax Matters Partners; Annual Tax Returns.* The General Partner is hereby designated the "Tax Matters Partner" for federal income tax purposes pursuant to Section 6231 of the Code (or any successor provision thereof) and is authorized to take all necessary action to qualify as such. The General Partner shall prepare or cause to be prepared all tax returns and any other reports or forms (including IRS Forms K-1) as required by the Service or as may be necessary for a Partner to file its Federal or any required state or local income tax return. In the event that the Tax Matters Partner shall determine that it is prudent to modify the manner in which Capital Accounts, or any debits or credits thereto are computed in order to comply with Treasury Regulations Section 1.704-1(b), the Tax Matters Partner may make such modifications.

6.3 *Delivery to Partners and Inspection.* Each Partner, or its duly authorized representative, has the right, upon reasonable request and at its own expense, to do each of the following:

(a) Subject to applicable law and confidentiality agreements to which the Partnership or the General Partner is a party, inspect and copy during normal business hours any of the Partnership records as provided in Section 6.1;

(b) Obtain from the General Partner, promptly after becoming available, a copy of the Partnership's federal, state and local income or other tax or information returns for each year, and

(c) Each Partner agrees to hold in confidence, (i) information determined by the General Partner to be confidential, such determination to be based upon the General Partner's reasonable belief that disclosure of such information is likely to have an adverse effect on the Partnership or its business and (ii) information which the Partnership is required by agreements with third parties to hold confidential.

6.4 *Reports to Partners.* Within one hundred twenty (120) days after the end of each fiscal year (or such later date as the General Partner shall determine), the General Partner shall furnish the Partners within an unaudited financial report of the Partnership.

Section VII. ASSIGNABILITY OF INTERESTS

7.1 *Transfer Restrictions; Substitute Partners.* Any Partner may transfer its Partnership interest only in accordance with Applicable Law. No assignee, purchaser or transferee of any Partner's Partnership Interest shall have the right to become a substitute Partner, unless:

(a) The transferring Partner has designated such intention in a written instrument of assignment, a sale or transfer, a copy of which has been delivered to the General Partner and has otherwise complied with the provisions of Section 7.1;

(b) The person acquiring the Partner's Partnership Interest has adopted and agreed in writing to be bound by all of the provisions hereof, as the same may have been amended, and to assume all outstanding funding commitments of the transferring Partner:

(c) The transferring Partner has obtained the written consent of the General Partner, which consent shall not be unreasonably withheld;

(d) All documents reasonably required by the General Partner and the Act to effect the substitution of the person acquiring the Partner's Partnership Interest as a Partner shall have been executed and filed at no cost to the Partnership; and

(e) Any necessary prior consents have been obtained from any regulatory authorities.

7.2 *Resignation.*

(a) The General Partner may voluntarily resign at any time. Subject to the prior admission to the Partnership of a substituted General Partner, the General Partner shall be deemed to have resigned on the 90th day after the occurrence of its Bankruptcy. Upon the resignation, Bankruptcy or dissolution of the General Partner, the business of the Partnership shall terminate and the Partnership shall thereafter be dissolved in accordance with the Act, unless a successor General Partner is appointed or elected pursuant to Section 7.2(c) of this Agreement and a majority in interest of the remaining Partners elect to continue the Partnership in accordance with the Act. To the extent permitted by law, the General Partner shall not cease to be the General Partner of the Partnership for any reason other than the reasons set forth in this Section 7.2.

(b) If the General Partner shall voluntarily or involuntarily cease for any reason to be the general partner of the Partnership, (i) it nevertheless shall be and remain liable for all obligations and liabilities incurred by it as General Partner prior to the time it shall cease to be the General Partner, but it shall be free of any obligation or liability incurred on account of the activities of the Partnership from and after that time and (ii) it shall remain entitled to exculpation and indemnification from the Partnership to the extent provided herein or elsewhere.

(c) At any time within ninety (90) days after the date of notice of resignation, dissolution or Bankruptcy of the General Partner, a majority in interest of the remaining Partners may elect or designate a substituted General Partner in accordance with the Act. Upon the payment by the substituted General Partner to the Partnership of an amount equal to the fair market value of a 1 percent Percentage Interest in the Partnership and the written agreement of the substituted General Partner elected or designated to be bound by this Agreement, it shall thereafter serve as General Partner subject to all of the terms, conditions and liabilities to which the predecessor General Partner was subject; *provided, however*, that, the substituted General Partner must be admitted to the Partnership prior to the withdrawal of the predecessor General Partner.

Section VIII. DISSOLUTION AND TERMINATION.

8.1 *Dissolution.* Unless sooner terminated in accordance with its terms, the Partnership shall be dissolved upon the occurrence of any one of the following:

(a) an election to dissolve the Partnership made by the General Partner;

(b) the sale, exchange or other disposition of all or substantially all of the property of the Partnership;

(c) the Bankruptcy, dissolution, liquidation, death, disability, legal incapacity, removal or withdrawal of the General Partner, absent the appointment of a substituted General Partner by the Limited Partners;

(d) the expiration of the term of the Partnership pursuant to **Section 1.5**; or

(e) any other event causing dissolution of the Partnership under the Act.

8.2 *Liquidation of Partnership Assets.*

(a) Upon the dissolution of the Partnership, a Person (which may include the General Partner) shall be appointed by the General Partner (or, if the General Partner has been dissolved, a majority in interest of the Limited Partners) to act as liquidator (the "**Liquidator**") to wind up the Partnership. The Liquidator shall be required to agree not to resign at any time without fifteen (15) days' prior written notice and (if other than the General Partner) may be removed at any time, with or without cause, by notice of removal approved by the General Partner (or, if the General Partner has been dissolved, a majority in interest of the Limited Partners). Upon the resignation or removal of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and obligations of the original Liquidator) shall, within thirty (30) days thereafter, be approved by the General Partner (or, if the General Partner has been dissolved, a majority in interest of the Limited Partners). Except as expressly provided in this **Section 8.2**, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or approval of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (provided that the Liquidator shall be subject to all applicable limitations, contractual and otherwise, upon the exercise of such powers) to the extent appropriate or necessary in the reasonable and good faith judgment of the Liquidator to carry out the duties and functions of the Liquidator hereunder for and during such period of time as shall be reasonably required to complete the winding-up and liquidation of the Partnership as provided for herein.

(b) The proceeds of liquidation shall be:

(i) First, applied to the payment of the debts and liabilities of the Partnership (including any loans to the Partnership made by any Partner or any Affiliate thereof), the expenses of liquidation, and the establishment of such reserves as the Liquidator may reasonably deem necessary for potential or contingent liabilities of the Partnership;

(ii) Next, distributed to the Partners in proportion to, and to the extent of, each Partner's Liquidating Share, after giving effect to all contributions, distributions and allocations for all periods; and

(iii) Thereafter, to the Partners in accordance with, and in proportion to, their respective Percentage Interests.

(c) Liquidating distributions must be made by the later of (i) the end of the fiscal year in which the liquidation occurs or (ii) ninety (90) days after the date of liquidation.

8.3 *Distribution in Kind.*

(a) If the Liquidator shall determine that the Partners would be materially adversely affected if the Partnership were to convert the Partnership's assets to cash or cash equivalents, then the Liquidator may distribute all assets, at their then prevailing fair market values, in kind to the Partners. If so, the Liquidator shall obtain an independent appraisal of the fair market value of each such asset as of a date reasonably close to the date of liquidation. Any unrealized appreciation or depreciation with respect to such assets shall be allocated among the Partners (in accordance with **Section 5.2** hereof, assuming that the property was sold for fair market value) and distribution of any such assets in kind to Partners shall be considered for purposes of **Section 8.2** hereof a distribution of an amount equal to the assets' fair market value less any liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Section 752 of the Code.

(b) Notwithstanding the provisions of **Section 8.3(a)** hereof, if, upon liquidation of the Partnership, the Liquidator shall determine in good faith that an immediate sale of part or all of the Partnership's assets would cause undue loss to the Partners, the Liquidator may, in order to avoid such loss, either.

(i) defer the liquidation of, and withhold from distribution for a reasonable time, any assets of the Partnership except those necessary to satisfy debts and liabilities of the Partnership (other than those to the Partners); or

(ii) liquidate such Partnership assets as may be necessary to pay the debts and liabilities of the Partnership and then distribute to the remaining Partners, in lieu of cash, as tenants in common and in accordance with the provisions of **Section 8.2** hereof, undivided interests in any remaining Partnership assets.

8.4 *Cancellation of Certificate of Limited Partnership.* Upon the completion of the distribution of Partnership assets as provided in this **Section VIII**, the Partnership shall be terminated, and the Liquidator (or the Partners, if necessary) shall cause the cancellation of the Certificate of Limited Partnership and all amendments thereto, and shall take such other actions as may be necessary or appropriate to terminate the Partnership.

Section IX. RULES OF CONVENTION.

9.1 *Notices.* Any notices, elections or demands permitted or required to be made under this Agreement shall be in writing, signed by the Partner giving such notice, election or demand and shall be delivered personally, or sent by facsimile or by regular mail or by registered or certified mail, return receipt requested, to each of the other Partners, at its address set forth in the records of the Partnership, or at such other address as may be supplied by written notice given in conformity with the terms of this **Section 9.1.** All notices shall be deemed to have been delivered on the date of their personal delivery or mailing.

9.2 *Successors and Assigns.* Subject to the restrictions on transfer set forth in this Agreement. this Agreement and each provision of this Agreement shall be binding upon and shall inure to the benefit of the Partners, their respective successors, successors-in-title, heirs and permitted assigns, and each successor-in-interest to any Partner, whether such successor acquires such interest by way of gift, purchase, foreclosure or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

9.3 *Power of Attorney.* Each Limited Partner, including any substituted Limited Partner, by the execution of this Agreement or any counterpart of this Agreement, hereby irrevocably constitutes and appoints the General Partner, each officer and director of the General Partner, any person or entity that becomes a substituted General Partner of the Partnership and each of them acting singly, in each

case with full power of substitution, his or its true and lawful agent and attorney-in-fact, with full power and authority in his name, place and stead, to make, execute, acknowledge, swear to, deliver, file and record such documents and instruments as may be necessary or appropriate to carry out the provisions of this Agreement, including, but not limited to (i) such amendments to this Agreement as are necessary to admit a substituted Limited Partner or substituted General Partner to the Partnership pursuant to the terms of this Agreement and (ii) such documents and instruments as are necessary to cancel the Partnership's Certificate of Limited Partnership. This power of attorney, being coupled with an interest, is irrevocable, and shall survive the death, dissolution or incapacity of the respective Limited Partners.

9.4 *Amendments.* In addition to any amendments otherwise authorized in this Agreement, amendments generally may be made to this Agreement from time to time by a written document duly executed by the General Partner and by the Limited Partner; *provided*, *however*, that any amendment that would change the allocations or distributions among the Partners or that would require additional Capital Contributions will require the unanimous approval of the Limited Partners.

9.5 *Partition.* No Partner or any successor-in-interest to any Partner shall have the right while this Agreement remains in effect to have any property of the Partnership partitioned, and each Partner, on behalf of itself, its successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Partners that during the term of this Agreement the rights of the Partners and their successors-in-interest, as among themselves, shall be governed by the terms of this Agreement and that the rights of any Partner or successor-in-interest to assign, transfer, sell or otherwise dispose of his interest in any property shall be subject to the limitations and restrictions of this Agreement.

9.6 *No Waiver.* The failure of any Partner to insist upon strict performance of a covenant under this Agreement or of any obligation under this Agreement, irrespective of the length of time for which such failure continues, shall not be a waiver of that Partner's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation under this Agreement.

9.7 *Entire Agreement.* This Agreement constitutes the full and complete agreement of the parties to this Agreement with respect to the subject matter of this Agreement.

9.8 *Further Action.* The Partners shall execute and deliver all documents, provide all information, and take or forebear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

9.9 *Captions.* The titles or captions of Sections or Sections contained in this Agreement are inserted only as a matter of convenience and for reference, are not a part of this Agreement, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement.

9.10 *Counterparts.* This Agreement maybe executed in any number of counterparts, all of which together shall for all purposes constitute one agreement, binding on all the Partners, notwithstanding that all Partners have not signed the same counterpart.

9.11 *Severability.* In case any of the provisions contained in this Agreement or any application of any of those provisions shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and other applications of those provisions shall not in any way be affected or impaired thereby.

9.12 *Proxy.* Whenever the vote of the Limited Partners is referred to in this Agreement, the General Partner may vote on behalf of any Limited Partner if such Limited Partner has by written proxy authorized the General Partner to do so.

9.13 *Signature.* The signature of the General Partner shall be sufficient to bind the Partnership to any agreement or any document.

9.14 *Construction.* None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditors of the Partnership or other third parties. No provision of this Agreement may be waived except by a writing specifically waiving such provision and executed by the party chargeable with such waiver.

9.15 *Applicable Law.* This Agreement, and the application or interpretation thereof, shall be governed exclusively by its teens and by the laws of the State of New York, excluding the conflicts of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BH Procurement Services, LLC

By: **Beazer Homes Texas, L.P.,**
its Managing Member

By: **Beazer Homes Texas Holdings, Inc.,**
its General Partner

By: /s/ IAN J. MCCARTHY

Name: Ian J. McCarthy
Title: President

Address for Notices:
1000 Abernathy Road
Suite 1220
Atlanta, GA 30328

Beazer Homes Texas, L.P.

By: **Beazer Homes Texas Holdings, Inc.**
Its General Partner

By: /s/ IAN J. MCCARTHY

Name: Ian J. McCarthy
Title: President

Address for Notices:
1000 Abernathy Road
Suite 1220
Atlanta, GA 30328

EXHIBIT A

Capital Contributions

General Partner	Capital Contributions	Percentage Interest
BH Procurement Services, LLC	$ 1	1%

Limited Partner	Capital Contributions	Percentage Interest
Beazer Homes Texas, L.P.	$ 99	99%

QuickLinks

Exhibit 3.2(w)

OPERATING AGREEMENT OF
BH PROCUREMENT SERVICES, LLC

THIS OPERATING AGREEMENT (this "**Operating Agreement**") of BH Procurement Services, LLC (the "**Company**"), a Delaware limited liability company created pursuant to applicable law, is entered into as of this 11th day of March, 2005, by Beazer Homes Texas, L.P., the sole Member of the Company.

ARTICLE I.
DEFINITIONS

For purposes of this Operating Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

"Affiliate" means (a) any person which, directly or indirectly, controls, is controlled by or is under common control with the specified person, (b) any person of which the specified person serves as an officer, partner or trustee or with respect to which the specified person served in a similar capacity, (c) any person of which a specified person is, directly or indirectly, the beneficial owner of ten percent (10%) or more of any class of equity securities of the person, (d) any person that, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of the specified person, and (e) any relative or spouse of the specified person who makes his or her home with the specified person.

"Approval of Members" or "Approved by the Members" means the unanimous consent of all of the Members. An Assignee shall not be a Member for purposes of this definition, and except as expressly provided in the Agreement, the Approval of Members shall not require the consent of any Assignee.

"Certificate of Formation" means the Certificate of Formation of the Company as properly adopted and amended from time to time by the Members and filed with the Delaware Secretary of State pursuant to applicable law.

"Assignee" means an assignee of Units who has not been admitted as a Substituted Member.

"Bankrupt Member" means a Member who: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; or (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief.

"Capital Account" shall mean a financial account to be established and maintained by the Company for each Member, as computed from time to time in accordance with the capital account maintenance rules set forth in Regulations Section 1.704-1(b)(2), as such Regulations may be amended from time to time.

"Capital Contribution" means any contribution of property, services or the obligation to contribute property or services to the Company made by or on behalf of a Member or Assignee.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means BH Procurement Services, LLC, a Delaware limited liability company, and any successor limited liability company.

"Distribution" means a transfer of property to a Member on account of Units as described in Article VI.

"Dissociation" means any action which causes a Person to cease being a Member as described in Article IX hereof.

"Dissolution Event" means an event, the occurrence of which will result in the dissolution of the Company under Article XI unless the Members agree to continue the business of the Company as provided therein.

"Majority-In-Interest" means, at any given time, Members that both (i) hold in the aggregate more than fifty percent (50%) of the outstanding Units held by all Members and (ii) own a majority of the outstanding capital interests held by the Members as determined on the basis of the Capital Account balances of the Members.

"Member" means any Person (i) who has signed this Operating Agreement as a Member or who is hereafter admitted as a Member of the Company pursuant to this Operating Agreement and (ii) who holds Units in the Company.

"Profits" and "Losses" for any fiscal year means the net income or net loss of the Company for such fiscal year or fraction thereof, as determined for federal income tax purposes in accordance with the accounting method used by the Company for federal income tax purposes. Profits shall also include all income received by the Company that is exempt from federal income tax, and the difference between the fair market value and adjusted basis for book purposes of any asset distributed to a Member determined at the time of distribution. Losses shall include expenditures of the Company described in Section 705(a)(2)(B) of the Code including items treated under Section 1.704-1(b)(2)(iv)(i) of the Regulations as items described in Section 705(a)(2)(B) of the Code.

"Person" means a natural person, trust, estate, partnership, limited liability company or any incorporated or unincorporated organization.

"Regulations" mean, except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be changed from time to time.

"Substituted Member" means an Assignee who has been admitted as a Member.

"Taxable Year" means the taxable year of the Company as determined pursuant to Section 706 of the Code.

"Transfer" means any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

"Unit" means an interest of a Member or Assignee in the Profits, Losses and Distributions of the Company as determined in accordance with this Agreement. The number of Units issued to each Member is set forth on Exhibit A, which shall be amended in the event that the Company issues additional Units or acquires any outstanding Units.

ARTICLE II.
FORMATION

2.1 *Organization.* The Company was formed pursuant to applicable law upon the filing of a Certificate of Formation on March 11, 2005. The rights and obligations of the Members shall be as provided under applicable law, the Certificate of Formation and this Agreement. The Members agree to each of the provisions of the Certificate of Formation.

2.2 *Registered Agent and Office.* The Company's registered office shall be 2711 Centerville Road, Suite 400, Wilmington, Delaware 19801, in the County of New Castle, and the name of its registered agent at that address is Corporation Service Company. The Company may designate another registered office or agent at any time by following the procedures set forth in applicable law.

2.3 *Principal Office.* The principal office of the Company shall be located at:

1000 Abernathy Road, Suite 1200
Atlanta, GA 30328

2.4 *Business.* The business of the Company shall be:

(a) To pursue any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the benefit of the Company or the protection of its assets.

(b) To exercise all powers which may be legally exercised under applicable law.

(c) To engage in any activities reasonably necessary or convenient to the foregoing.

2.5 *Duration.* The existence of the Company shall continue in perpetuity unless the Company is dissolved pursuant to Article XII or applicable law.

ARTICLE III.
ACCOUNTING AND RECORDS

3.1 *Records to be Maintained.* The Company shall maintain records in accordance with applicable law.

3.2 *Accounts.* The Company shall maintain appropriate books and records, kept in accordance with generally accepted accounting principles and a record of the Capital Account for each Member and Assignee. Each Member shall have the right to inspect and copy any books and records of the Company during normal business hours.

3.3 *Fiscal Year.* The fiscal year of the Company shall end on September 30.

ARTICLE IV.
MEMBERS AND MANAGEMENT

4.1 *Management.* Pursuant to applicable law, each member shall be an agent of the Company for the purpose of the Company's business or affairs, and the act of any member, including the execution in the name of the Company of an instrument for carrying on in the usual way the business or affairs of the Company shall bind the Company. Furthermore, except as expressly set forth in this Operating Agreement, any action which is taken on behalf of the Company by any member shall be deemed to have been approved by all members, and the member taking such action shall be deemed to have been fully authorized to take such action on behalf of the Company; *however*, the provisions of this sentence shall become null and void if any party other than Beazer Homes USA, Inc. ("**Beazer**"), or any subsidiary of Beazer as to which Beazer maintains voting control, either directly or indirectly (collectively with Beazer, the "**Beazer Entities**"), shall become a Member.

4.2 *Distributions.* Distributions shall be made in accordance with Section 6.3 in such amounts and at such times as determined by a Majority-In-Interest.

4.3 *Liability of Members.* No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or applicable law shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

4.4 *Officers.* Any member may appoint such officers of the Company as it may deem necessary to assist in the operations of the Company, with such duties and powers as are conferred on such officers by such Member; *however*, if a party other than a Beazer Entity shall become a Member, the officers must be appointed by a Majority-In-Interest.

ARTICLE V.
CONTRIBUTIONS

5.1 *Contributions.* The Members shall not be required to make additional Capital Contributions.

5.2 *Member Loans.* Any Member may, with the approval of a Majority-In-Interest, loan funds to the Company. The repayment terms and interest rate for such loans shall be approved by a Majority-In-Interest; *provided, however*, that in no event shall the interest rate on such loans be less

than the applicable federal rate as announced by the Internal Revenue Service and in effect on the date the loan is made.

5.3 *Return of Capital Contributions.* Except as otherwise provided in this Agreement, a Member shall be entitled to a return of his or its Capital Contribution only upon the dissolution and winding up of the Company as provided in Article XI.

ARTICLE VI.
ALLOCATIONS AND DISTRIBUTIONS

6.1 *Allocations of Profits and Losses.* Subject to the provisions of Section 6.2, Profits, Losses and other items of income, gain, deduction and credit shall be allocated among the Members in proportion to their Units.

6.2 *Contributed Property.* If property which has an adjusted basis that is different from its fair market value is contributed to the Company, gain or loss and depreciation with respect to such property shall be allocated in accordance with Section 704(c) of the Code and the Regulations thereunder as in effect on the date that the property is contributed.

6.3 *Distributions.* Distributions in anticipation of a Dissolution Event or subsequent to a Dissolution Event shall be made as provided in Section 11.3. All other Distributions shall be made to the Members in proportion to their Units.

ARTICLE VII.
TAX MATTERS

7.1 *Method of Accounting.* The records of the Company shall be maintained on the accrual method of accounting for tax purposes, unless otherwise provided by the Code or by the Regulations.

7.2 *Tax Matters Partner.* Beazer Homes Texas, L.P. shall be designated as the "Tax Matters Partner" of the Company pursuant to Section 6231(a)(7) of the Code. The Tax Matters Partner shall take such actions as are necessary to cause each other Member and Assignee to become a "Notice Partner" within the meaning of Section 6223 of the Code. The Tax Matters Partner shall not take any action contemplated by Section 6223 through 6229 of the Code without the prior written consent of all other Members.

ARTICLE VIII.
TRANSFER OF UNITS

8.1 *Transfer.* No Member or Assignee may Transfer all or a portion of the Member's or Assignee's Units, except to a Beazer Entity, without the unanimous consent of the Members (excluding Assignees).

8.2 *Transfers not in Compliance with this Article Void.* Any attempted Transfer of Units, or any part thereof, not in compliance with this Article is null and void *ab initio*.

ARTICLE IX.
DISSOCIATION OF A MEMBER

9.1 *Dissociation.* A Person shall cease to be a Member upon the happening of any of the following events:

(a) the withdrawal of a Member with the unanimous consent of the remaining Members;

(b) a Member becoming a Bankrupt Member;

(c) in the case of a Member who is a natural person, the death of the Member;

(d) in the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

(e) in the case of a Member that is an organization other than a corporation, the dissolution and commencement of winding up of the separate organization;

(f) in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

(g) in the case of a Member that is an estate, the distribution by the fiduciary of the estate's Units.

Assignees shall not be deemed to be Members for purposes of this Section 9.1.

9.2 *Rights of Dissociating Member.* In the event any Member dissociates prior to the dissolution and winding up of the Company:

(a) if the Dissociation causes a dissolution and winding up of the Company under Article XI, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the Dissolution and winding up;

(b) if the Dissociation does not cause a dissolution and winding up of the Company under Article XI, the Member shall thereafter hold his or its Units as an Assignee.

ARTICLE X.
ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

10.1 *Rights of Assignees.* The Assignee of Units has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive Distributions and return of capital, and to be allocated the Profits and Losses attributable to the Units.

10.2 *Admission of Substitute Members.* An Assignee of Units shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Units only with the unanimous approval of the remaining Members. The Members may grant or withhold the approval of such admission for any Assignee in their sole and absolute discretion. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Units. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Units from any liability to the Company that may have existed prior to the admission.

10.3 *Admission of Additional Members.* Additional Members may be admitted only with a written Approval of the Members and only upon the terms and conditions set forth in such Approval. The Additional Members shall be required to execute either (i) an Admission Agreement evidencing their acceptance of the terms and conditions of the Articles, the written Approval, this Agreement and the terms of their Capital Contributions and their Units or (ii) an amended or an amended and restated Operating Agreement.

ARTICLE XI.
DISSOLUTION AND WINDING UP

11.1 *Dissolution.* The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Dissolution Events):

(a) the expiration of the term, if any, set forth in the Articles, unless the business of the Company is continued with the consent of all of the Members;

(b) the unanimous written consent of all of the Members;

(c) the Dissociation of any Member, unless the business of the Company is continued with the unanimous written consent of the remaining Members within 60 days after such Dissociation.

(d) at any time there cease to be one (1) or more Members.

11.2 *Effect of Dissolution.* Upon dissolution, the existence of the Company shall continue, but the Members shall wind up all of the Company's affairs and proceed to liquidate all of the Company's assets as promptly as is consistent with obtaining their fair value.

11.3 *Distribution of Assets on Dissolution.* Upon the winding up of the Company, the assets of the Company shall be distributed:

(a) to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of the Company's liabilities;

(b) to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by Approval of the Members.

11.4 *Winding Up, and Articles of Dissolution.* The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, articles of dissolution shall be delivered to the Secretary of State for filing. The articles of dissolution shall set forth the information required by applicable law.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

12.1 *Entire Agreement.* This Operating Agreement and the Certificate of Formation represent the entire agreement among the Members.

12.2 *Amendment or Modification of this Operating Agreement.* This Operating Agreement may be amended or modified from time to time only by a written instrument executed by all of the Members.

12.3 *No Partnership Intended for Non-tax Purposes.* The Members have formed the Company under applicable law, and expressly do not intend to form a partnership or a limited partnership. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

12.4 *Rights of Creditors and Third Parties under this Operating Agreement.* This Operating Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

12.5 *Notice.* Notice to the Company shall be considered as given when mailed by first class mail, postage prepaid, to its principal office. Notice to a Member shall be considered as given when mailed by first class mail, postage prepaid, to the Member at the address reflected in the Company's records unless such Member has notified the Company in writing of a different address.

12.6 *Headings.* Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of any provision of this Agreement.

12.7 *Counterparts.* This Operating Agreement may be executed in any number of counterparts with the same effect as if all such parties executed the same document. All such counterparts shall constitute one agreement.

12.8 *Delaware Law Controlling.* The laws of the State of Delaware, including applicable law, shall govern the validity of this Operating Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

12.9 *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

12.10 *Number and Gender.* All provisions and references to gender shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

12.11 *Binding Effect.* Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors and assigns.

12.12 *No Partition.* Notwithstanding any other provision hereof or of any governing law, no Member shall have the right of partition with respect to any property of the Company during the term hereof; nor shall any Member make application to any court or authority having jurisdiction in the matter, or otherwise commence or prosecute any action or proceeding for partition of Company property or the sale thereof. Upon any breach of the provision of this paragraph, the Company and each other Member, in addition to any other rights or remedies which they have at law or in equity, shall be entitled to a decree or other order restraining and enjoining any such application, action or proceeding.

[Signature page follows]

IN WITNESS WHEREOF, this Operating Agreement has been executed by the undersigned Member as of the date first above written.

MEMBER:

BEAZER HOMES TEXAS, L.P.

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

By: /s/ IAN J. MCCARTHY

Ian J. McCarthy, President

EXHIBIT A

Member	Units
Beazer Homes Texas, L.P.	100

QuickLinks

Exhibit 3.2(x)

FIRST AMENDMENT TO OPERATING AGREEMENT
OF
BEAZER CLARKSBURG, LLC
A MARYLAND LIMITED LIABILITY COMPANY

THIS FIRST AMENDMENT TO OPERATING AGREEMENT ("First Amendment") is entered into as of this 1st day of May, 2002, by **BEAZER HOMES CORP.**, a Tennessee corporation ("Beazer")

RECITALS:

WHEREAS, Beazer entered into an Operating Agreement dated May 15, 2001 and caused certain Articles of Organization to be filed with the Maryland State Department of Assessments and Taxation establishing an entity known as "Beazer Clarksburg, LLC" (the "Company"); and

WHEREAS, the parties now desire to amend Exhibit C of the Operating Agreement to correct a typographical error as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals each of which is incorporated by reference herein, the mutual promises, rights and obligations contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. The Operating Agreement is hereby amended as provided below; the original terms of which, except as herein amended, are hereby ratified and affirmed.

2. Exhibit C of the Operating Agreement is hereby amended and restated as attached hereto and incorporated herien by reference. The revision to Exhibit C corrects a typographical error in the title which erroneously referred to the Casey Property, LLC instead of Beazer Clarksburg, LLC.

IN WITNESS WHEREOF, the party hereto has executed this First Amendment to Operating Agreement of Beazer Clarksburg LLC, a Maryland Limited Liability Company as of the date first above written.

WITNESS/ATTEST

/s/ ROBERT GENTRY

BEAZER HOMES CORP.
a Tennessee corporation

By: /s/ DAVID CARNEY (SEAL)
David Carney
Vice President

EXHIBIT "C"

OPERATING AGREEMENT
OF
BEAZER CLARKSBURG, LLC

MEMBER NAME AND ADDRESS	CAPITAL CONTRIBUTION	PERCENTAGE OF INTEREST
Beazer Homes Corp. 8965 Guilford Road, Suite 290 Columbia, MD 21046 Attention: Davis Carney	$ 100.00	100%
TOTAL	$ 100.00	100.00%

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 3.2(ad)

BY-LAWS

OF

BEAZER GENERAL SERVICES, INC.

(a Delaware Corporation)

(Effective as of November 15, 2004)

ARTICLE I

OFFICES

SECTION 1. REGISTERED OFFICE. The registered office of Beazer General Services, Inc. (the "Corporation"), in the State of Delaware is located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Service Company.

SECTION 2. OTHER OFFICES. The Corporation may also have offices at such other places, within or without the State of Delaware, as the Board of Directors of the Corporation (the "Board") may from time to time appoint or the business of the Corporation may require.

ARTICLE II

MEETING OF STOCKHOLDERS.

SECTION 1. PLACE OF MEETING. Meetings of the stockholders shall be held either within or without the State of Delaware at such place as the Board may fix and in such manner as the Board may determine.

Alternatively, the Board, in its sole discretion, may determine that such meetings be held solely by means of remote communication. For any meeting of stockholders to be held by remote communication, the Corporation shall (a) implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by remote communication is a stockholder or proxyholder, (b) implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (c) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

SECTION 2. ANNUAL MEETING. The annual meeting of stockholders shall be held in each year on the date specified by the Board for the election of directors and for such other business as may properly be conducted at such meeting.

SECTION 3. SPECIAL MEETINGS. Special meetings of the stockholders may be called at any time by the Chairman of the Board, if any, the President or Chief Executive Officer, a majority of the Board or by the holders of at least a majority of the issued and outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class, to be held at such date, time and place, either within or without the State of Delaware as may be stated in the notice of meeting.

SECTION 4. NOTICE. Notice of every meeting of stockholders shall state the hour, means of remote communication, if any, date and place, if any, thereof, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, and shall, not less than ten (10) and not more than sixty (60) days before such meeting, be served upon, mailed, or transmitted electronically to each stockholder of record entitled to vote thereat, at such stockholder's address as it appears upon the stock records of the Corporation.

Notice of the hour, means of remote communication, if any, by which stockholders or proxyholders may be deemed to be present and vote at such meeting, date, place, if any, and purpose of any meeting of stockholders may be dispensed with if every stockholder entitled to vote thereat shall attend in person, by proxy, or by remote communication and shall not object to the holding of such meeting for lack of proper notice, or if every absent stockholder entitled to such notice shall in writing or by electronic transmission, filed with the records of the meeting, either before or after the holding thereof, waive such notice.

SECTION 5. QUORUM. Except as otherwise provided by law or by the Certificate of Incorporation of the Corporation (the "Charter"), the holders of a majority of the issued and outstanding stock of the Corporation entitled to vote thereat, present in person or by means of remote communication, or represented by proxy shall constitute a quorum for the transaction of business at all meetings of stockholders.

SECTION 6. VOTING. At each meeting of stockholders, every stockholder of record at the closing of the transfer books, if closed, or on the date set by the Board for the determination of stockholders entitled to vote at such meeting, shall have one vote for each share of stock entitled to vote which is registered in such stockholder's name on the books of the Corporation, and, in the election of directors, may vote cumulatively to the extent and in the manner authorized in the Charter. At each such meeting every stockholder shall be entitled to vote in person or by means of remote communication, or by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three (3) years prior to the meeting in question, unless said instrument provides for a longer period during which it is to remain in force.

All elections of directors shall be held by written ballot, unless otherwise provided in the Charter or prescribed by the Board; if authorized by the Board, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder or proxy holder.

At any meeting at which a quorum is present, a plurality of votes properly cast for election to fill any vacancy on the Board shall be sufficient to elect a candidate to fill such vacancy, and a majority of the votes properly cast upon any other question shall decide the question, except in any case where a larger vote is required by law, the Charter, these By-Laws, or otherwise.

SECTION 7. ORGANIZATION. The Chairman of the Board, if there be one, or in the absence of the Chairman of the Board, the Chief Executive Officer, or in the absence of the Chairman of the Board and the Chief Executive Officer, the President, shall call meetings of the stockholders to order and shall act as the presiding officer thereof. The Secretary of the Corporation, if present, shall act as secretary of all meetings of stockholders, and, in such person's absence, the presiding officer may appoint a secretary.

SECTION 8. INSPECTORS OF ELECTION. The Board, in advance of any stockholders' meeting, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act or if inspectors shall not have been so appointed, the person presiding at a stockholders' meeting may, and on the request of any stockholder entitled to vote thereat shall, appoint one or more inspectors. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his or her ability.

The inspectors, if so appointed, shall determine the number of shares of capital stock outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes,

ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting or any stockholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them. No director or candidate for office shall act as an inspector of an election of directors.

SECTION 9. LISTS OF STOCKHOLDERS. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, showing the address of each stockholder and the number and class of shares held by each. Nothing contained in this Section 9 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting during ordinary business hours, at the principal place of business of the Corporation. The list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 10. ADJOURNMENT. At any meeting of stockholders of the Corporation, if less than a quorum shall be present, a majority of the stockholders entitled to vote thereat, present in person or by means of remote communication, or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. Any business may be transacted at the adjourned meeting which might have been transacted at the meeting originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

SECTION 11. ACTION BY WRITTEN CONSENT. Any action required or permitted to be taken at any meeting of stockholders may, except as otherwise required by law or the Charter, be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken shall be signed by the holders of not less than the minimum number of votes that would be necessary to authorize or take such action at which all shares entitled to vote thereon were present and voted, and the writing or writings are filed with the permanent records of the Corporation. Prompt notice, or notice within the time prescribed by state law, of the taking of corporate action without a meeting by less than unanimous written consent will be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The management of the business and the conduct of the affairs of the Corporation shall be vested in the Board. The Board shall exercise all of the powers and duties conferred by law except as provided by the Charter or these By-Laws.

SECTION 2. NUMBER AND TERM. A director need not be a stockholder, a citizen of the United States, or a resident of the State of Delaware. The number of directors constituting the whole Board shall be at least one. Subject to the foregoing limitation, the number of directors may be fixed from time to time by action of the directors, or if the number is not fixed, the number shall be two. The number of directors may be increased or decreased only by action of the directors. At each annual meeting of the stockholders of the Corporation, the directors shall be elected to hold office for a term expiring at the next annual meeting of the stockholders and/or until their respective successors are duly elected and qualified or until their earlier resignation or removal. The persons receiving the votes of a majority of the stock represented at the meeting shall be directors for the term prescribed by these By-Laws or until their successors shall be elected.

SECTION 3. RESIGNATIONS. Any director of the Corporation may resign at any time by giving notice in writing or by electronic transmission to the Board or to the President, Chief Executive Officer or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein or, if the time is not specified, it shall take effect immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 4. REMOVAL BY STOCKHOLDERS. Any director may be removed from office, with or without cause, by the affirmative vote of the holders of a majority of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class.

SECTION 5. VACANCIES. Newly created directorships resulting from any increase in the number of directors and any vacancies on the Board resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum, or by the sole remaining director. Any director elected in accordance with the preceding sentence shall hold office until the next annual meeting of the stockholders and until his or her successor is elected and qualified or until his or her earlier resignation or removal. No decrease in the number of directors constituting the Board shall shorten the term of any incumbent director.

SECTION 6. MEETINGS. Regular meetings of the Board may be held without notice by means of remote communication, if any, or at such places, within or without the State of Delaware, and times as shall be determined from time to time by resolution of the directors.

Special meetings of the Board shall be called by the Chairman of the Board, President, Chief Executive Officer or Secretary of the Corporation or by any of them on the request in writing or by means of electronic communication of any director with at least two (2) days' oral, electronic or written notice to each director and shall be held by remote communication, or at such place, within or without the State of Delaware, as may be determined by the directors or as shall be stated in the notice of meeting.

Meetings may be held at any time and place, if any, or without notice if all the directors are present and do not object to the holding of such meeting for lack of proper notice or if those not present shall, in writing or by electronic transmission, waive notice thereof.

SECTION 7. QUORUM, VOTING AND ADJOURNMENT. If there are more than two directors, a majority of the total number of directors or any committee thereof shall constitute a quorum for the transaction of business. If there are two or less than two directors, all of the directors or any committee thereof shall constitute a quorum for the transaction of business. The vote of a majority of the directors present in person or by remote communication at a meeting at which a quorum is present shall be the act of the Board. In the absence of a quorum, a majority of the directors present thereat in person or by remote communication may adjourn such meeting to another time and place, if any. Notice of the next meeting need not be given to the directors present in person or by remote communication at the adjourned meeting if the time and place, if any, of the next meeting are announced at the meeting so adjourned.

SECTION 8. COMMITTEES. The Board may, by resolution passed by a majority of the Board, designate one or more committees, each such committee to consist of one or more of the directors of the Corporation. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation; but no such committee shall have the power or authority to amend the Charter, adopt an agreement of merger or consolidation, recommend to the stockholders the sale, lease, or exchange of all or substantially all of the Corporation's properties and assets, recommend to the stockholders a dissolution of the Corporation or a revocation of a dissolution or to amend, or

recommend to the stockholders the amendment of, these By-Laws. Unless a resolution of the Board expressly provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock of the Corporation. All committees of the Board shall report their proceedings to the Board when required.

SECTION 9. ACTION WITHOUT A MEETING. Unless otherwise restricted by the Charter or these By-Laws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the Board, or committee. Such filings shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

SECTION 10. COMPENSATION. The Board shall have the authority to fix the compensation of directors for their services. A director may also serve the Corporation in other capacities and receive compensation therefor.

SECTION 11. TELEPHONIC OR ELECTRONIC MEETINGS. Unless otherwise restricted by the Charter, members of the Board, or any committee designated by the Board, may participate in a meeting by means of conference telephone, remote communication or similar communications equipment in which all persons participating in the meeting can hear, speak and/or communicate with each other. Participation in any such meeting shall constitute presence in person at such meeting.

ARTICLE IV

OFFICERS

SECTION 1. OFFICERS. The Board shall elect a President and a Secretary and, in its discretion, may, or may delegate to the President the authority to, elect a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretaries, Assistant Treasurers and other officers and agents as deemed necessary or appropriate. In addition, the Board may, in its discretion, elect one of the aforementioned officers to serve as Chief Executive Officer and/or Chief Operating Officer and such person or persons shall exercise and perform such powers and duties for such term or terms as the Board may determine from time to time. Such officers shall be elected initially at the first meeting of the Board, and each shall hold office until their successors are elected and qualified or until his or her earlier death, resignation or removal. The powers and duties of more than one office may be exercised and performed by the same person.

SECTION 2. OTHER OFFICERS AND AGENTS. The Board may, or may delegate to the President the authority to, appoint such other officers and agents as deemed advisable, including, but not limited to, Regional Presidents, Senior Division Presidents, Division Presidents, Division Executive Vice Presidents, Division Senior Vice Presidents, Division Vice Presidents, Division Controllers and Division Assistant Secretaries who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board or by the President.

SECTION 3. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there be one, shall be a member of the Board and shall preside at all meetings of the Board and of the stockholders. He shall have such powers and perform such duties as from time to time may be assigned to him by the Board.

SECTION 4. PRESIDENT. The President shall have such powers and perform such other duties as prescribed from time to time by the Board.

In the absence, disability or refusal of the Chairman of the Board to act, or the vacancy of such office, the President shall preside at all meetings of the stockholders and of the Board. In the absence,

disability or refusal of the Chairman of the Board and President to act, or the vacancy of such offices, the Chief Executive Officer shall preside at all meetings of the stockholders and of the Board. Except as the Board shall otherwise provide with respect to a given transaction or act, the President shall, and may delegate to any officer of the Corporation, by execution of a power of attorney or otherwise, the authority to execute bonds, deeds, mortgages and other contracts on behalf of the Corporation.

SECTION 5. CHIEF EXECUTIVE OFFICER/CHIEF OPERATING OFFICER. In the event that the Board elects a Chief Executive Officer and/or a Chief Operating Officer, the person or persons so elected or the members of such office shall individually or jointly, as the case may be, have general and active management of the property, business and affairs of the Corporation, subject to the supervision and control of the Board. The Chief Executive Officer and/or the Chief Operating Officer, as the case may be, also shall have such powers and perform such other duties as prescribed from time to time by the Board.

SECTION 6. VICE PRESIDENTS. Each Vice President, of whom one or more may be designated a Senior Vice President, or an Executive Vice President, shall have and exercise such powers and shall perform such duties as from time to time may be assigned to him or her by the President or the Board.

SECTION 7. SECRETARY. The Secretary shall (i) keep the minutes of all meetings of the stockholders and of the Board in books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of law and these By-Laws; (iii) maintain custody of the records of the Corporation; and (iv) perform all duties incident to the office of secretary of a corporation, and such other duties as from time to time may be assigned by the President or the Board. In addition, the Secretary may sign, with the President, certificates of stock of the Corporation.

SECTION 8. TREASURER. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. He or she shall deposit, or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies or other depositaries as shall, from time to time, be selected by the Board; he or she may endorse for collection on behalf of the Corporation checks, notes and other obligations; he or she may sign receipts and vouchers for payments made to the Corporation; he or she may sign checks of the Corporation, singly or jointly with another person as the Board may authorize, and pay out and dispose of the proceeds under the direction of the Board; he or she shall render to the President and to the Board, whenever requested, an account of the financial condition of the Corporation and; he or she shall perform all the duties incident as from time to time may be assigned by the President or the Board.

SECTION 9. ASSISTANT TREASURER AND ASSISTANT SECRETARY. Each Assistant Treasurer and each Assistant Secretary shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Treasurer and Secretary respectively, and shall perform such other duties as the President or the Board shall prescribe.

SECTION 10. OWNERSHIP OF STOCK OF ANOTHER CORPORATION. The Chairman of the Board, the President, the Chief Executive Officer or the Treasurer, or such other officer or agent as shall be authorized by the Board, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of stockholders of any corporation in which the Corporation holds stock and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such stock at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

SECTION 11. DELEGATION. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the President or the Board may delegate all or any of the powers and duties of any officer to any other officer.

SECTION 12. RESIGNATION AND REMOVAL. Any officer of the Corporation may be removed, with or without cause, by action of the Board. An officer may resign at any time in the same manner prescribed under Section 3 of Article III of these By-Laws for the resignation of a director.

SECTION 13. VACANCIES. The Board shall have the power to fill vacancies occurring in any office.

ARTICLE V

CERTIFICATES OF STOCK

SECTION 1. FORM AND EXECUTION OF CERTIFICATES. The interest of each stockholder of the Corporation shall be evidenced by a certificate or certificates for shares of stock in such form as the Board may from time to time prescribe. The certificates of stock of each class shall be consecutively numbered and signed by the Chairman of the Board, the President or the Chief Executive Officer and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary. Any or all of the signatures on the certificate may be a facsimile. The Board shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

SECTION 2. TRANSFER OF SHARES. The shares of the stock of the Corporation shall be transferable on the books of the Corporation by the holder thereof in person or by his or her attorney lawfully constituted, upon surrender for cancellation of certificates for the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, with such proof or guaranty of the authenticity of the signature as the Corporation or its agents may reasonably require. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Board shall have the power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 3. CLOSING OF TRANSFER BOOKS. The stock transfer books of the Corporation may, if deemed appropriate by the Board, be closed for such length of time not exceeding fifty (50) days as the Board may determine, preceding the date of any meeting of stockholders or the date for the payment of any dividend or the date for the allotment of rights or the date when the issuance, change, conversion or exchange of capital stock shall go into effect, during which time no transfer of stock on the books of the Corporation may be made.

SECTION 4. DATES OF RECORD. If deemed appropriate, the Board may fix in advance a date for such length of time not exceeding sixty (60) days (and, in the case of any meeting of stockholders, not less than ten (10) days) as the Board may determine, preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights or the date when any issuance, change, conversion or exchange of capital stock shall go into effect, as a record date for the determination of stockholders entitled to notice of, and to vote at, any such meeting or entitled to receive payment of any such dividend or to any allotment of rights, or to exercise the rights in respect of any such issuance, change, conversion or exchange of capital stock, as the case may be, and in such case only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting, or to receive payment of such

dividend, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any record date fixed as aforesaid. If no such record date is so fixed, the record date shall be determined by applicable law.

SECTION 5. LOST OR DESTROYED CERTIFICATES. A new certificate of stock may be issued in the place of any certificate previously issued by the Corporation, alleged to have been lost, stolen, destroyed, improperly issued or mutilated, and the Board may, in its discretion, require the owner of such lost, stolen, destroyed, improperly issued or mutilated certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Board may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith.

SECTION 6. DIVIDENDS. Subject to the provisions of the Charter, the Board may at any regular or special meeting, out of funds legally available therefor, declare dividends upon the stock of the Corporation. Before the declaration of any dividend, the Board may set apart, out of any funds of the Corporation available for dividends, such sum or sums as from time to time in its discretion may be deemed proper for working capital or as a reserve fund to meet contingencies or for such other purposes as shall be deemed conducive to the interests of the Corporation.

ARTICLE VI

MISCELLANEOUS

SECTION 1. AMENDMENTS. These By-Laws may be amended or repealed or new By-Laws may be adopted by the affirmative vote of a majority of the Board at any regular or special meeting of the Board, provided that the By-Laws adopted by the Board may be amended or repealed by the stockholders.

SECTION 2. INDEMNIFICATION. The Corporation shall, to the fullest extent permitted by the General Corporation Law of the State of Delaware, indemnify members of the Board and may, if authorized by the Board, indemnify its officers, employees and agents and any and all persons whom it shall have power to indemnify against any and all expenses, liabilities or other matters.

SECTION 3. FISCAL YEAR. The fiscal year of the Corporation shall end on September 30 of each year, or such other twelve consecutive months as determined from time to time by vote of the Board.

ARTICLE VII

NOTICE AND WAIVER OF NOTICE

SECTION 1. NOTICE. Whenever notice is required to be given by law, the Charter or these By-Laws, such notice may be mailed or given by a form of electronic transmission consented to by the person to whom the notice is given. Any such consent shall be revocable by such person by written notice to the Corporation. Any such consent shall be deemed revoked if (a) the Corporation is unable to deliver by electronic transmission two consecutive notices in accordance with such consent and (b) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Notice given pursuant to these By-Laws shall be deemed given: (a) if mailed, when deposited in the United States mail, postage pre-paid, addressed to the person entitled to such notice at his or her address as it appears on the books and records of the Corporation, (b) if by facsimile telecommunication, when directed to a number at which such person has consented to receive notice; (c) if by electronic mail, when directed to an electronic mail address at which such person has

consented to receive notice; (d) if by a posting on an electronic network together with separate notice to such person of such specific posting, upon the later of (1) such posting and (2) the giving of such separate notice; and (e) if by any other form of electronic transmission, when directed to such person. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated herein.

For purposes of these By-Laws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

SECTION 2. WAIVER OF NOTICE. Whenever notice is required to be given by law, the Charter or these By-Laws, a waiver thereof submitted by electronic transmission or in writing signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of an individual at a meeting, in person or by means of remote communication, shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and the execution by a person of a consent in writing or by electronic transmission in lieu of meeting shall constitute a waiver of notice of the action taken by such consent. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders, directors, or members of a committee of the Board need be specified in any such waiver of notice.

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Exhibit 5.1

August 3, 2005

Beazer Homes USA, Inc.
1000 Abernathy Road, Suite 1200
Atlanta, Georgia 30328

Re: Beazer Homes USA, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

This opinion is delivered in our capacity as counsel to Beazer Homes USA, Inc., a Delaware corporation ("Beazer Homes"), and to the subsidiaries of Beazer Homes named on Schedules I and II hereto (each, a "Guarantor" and collectively, the "Guarantors"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by Beazer Homes and the Guarantors with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the issuance by Beazer Homes of up to $350,000,000 aggregate principal amount of its 6.875% Senior Notes due 2015 (the "New Notes") and the issuance by the Guarantors of guarantees (the "Guarantees") with respect to the New Notes.

The New Notes and the Guarantees will be issued under an indenture, dated as of April 17, 2002, and a fifth supplemental indenture, dated as of June 8, 2005 (as so supplemented, the "Indenture") among Beazer Homes, the Guarantors and U.S. Bank National Association, as trustee (the "Trustee"). The New Notes and Guarantees will be offered by the Company in exchange for $350,000,000 aggregate principal amount of its outstanding 6.875% Senior Notes due 2015 and the related guarantees of those notes.

As such counsel and for purposes of our opinions set forth below, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or appropriate as a basis for the opinions set forth herein, including, without limitation:

(i) the Registration Statement;

(ii) the Indenture;

(iii) the Notes;

(iv) the Guarantees;

(v) the certificate of incorporation of the Company and the bylaws of the Company as presently in effect as certified by the Secretary of the Company as of the date hereof (collectively, the "Company Charter Documents");

(vi) the certificate of incorporation or corresponding formation document of each of the Guarantors listed on Schedule I hereto (such Guarantors are hereinafter referred to individually as a "Georgia/Delaware Guarantor" and collectively as the "Georgia/Delaware Guarantors") and the bylaws or corresponding governance document of each of the Georgia/Delaware Guarantors as presently in effect as certified by the Secretary of each Georgia/Delaware Guarantor as of the date hereof;

(vii) a certificate of the Secretary of State of the State of Delaware as to the incorporation and good standing of the Company under the laws of the State of Delaware as of July 29, 2005;

(viii) certificates of the Secretaries of State of the state of incorporation or formation as to the incorporation or formation of each of the Georgia/Delaware Guarantors under the laws of such entities' state of incorporation or formation; and

(ix) resolutions adopted by the Company's and each Georgia/Delaware Guarantor's board of directors (or equivalent governing body), certified by the respective Secretary of the Company and each such Georgia/Delaware Guarantor, relating to the execution and delivery of, and the performance by the Company and each of the Georgia/Delaware Guarantors of its respective obligations under, the Transaction Documents.

In addition to the foregoing, we have made such investigations of law as we have deemed necessary or appropriate as a basis for the opinions set forth herein.

The Notes, the Guarantees and the Indenture are referred to herein, individually, as a "Transaction Document" and, collectively, as the "Transaction Documents".

In such examination and in rendering the opinions expressed below, we have assumed: (i) the due authorization of all agreements, instruments and other documents by all the parties thereto (other than the due authorization of each such agreement, instrument and document by the Company and the Guarantors); (ii) the due execution and delivery of all agreements, instruments and other documents by all the parties thereto (other than the due execution and delivery of each such agreement, instrument and document by the Company and the Georgia/Delaware Guarantors); (iii) the genuineness of all signatures on all documents submitted to us; (iv) the authenticity and completeness of all documents, corporate records, certificates and other instruments submitted to us; (v) that photocopy, electronic, certified, conformed, facsimile and other copies submitted to us of original documents, corporate records, certificates and other instruments conform to the original documents, records, certificates and other instruments, and that all such original documents were authentic and complete; (vi) the legal capacity of all individuals executing documents; (vii) that the Transaction Documents executed in connection with the transactions contemplated thereby are the valid and binding obligations of each of the parties thereto (other than the Company and the Guarantors), enforceable against such parties (other than the Company and the Guarantors) in accordance with their respective terms and that no Transaction Document has been amended or terminated orally or in writing except as has been disclosed to us; (viii) that the statements contained in the certificates and comparable documents of public officials, officers and representatives of the Company and the Guarantors and other persons on which we have relied for the purposes of this opinion are true and correct; (ix) that the rights and remedies set forth in the Transaction Documents will be exercised reasonably and in good faith and were granted without fraud or duress and for good, valuable and adequate consideration and without intent to hinder, delay or defeat any rights of any creditors or stockholders of the Company or any Guarantor; (x) that each of the Guarantors (other than the Georgia/Delaware Guarantors) is validly existing under the laws of their respective jurisdiction of incorporation or organization; and (xi) that the execution, delivery and performance by each of the Guarantors listed on Schedule II hereto (the "Non-Georgia/Delaware Guarantors") of the Guarantees and the Indenture will not violate the laws of the jurisdiction of such Non-Georgia/Delaware Guarantor's organization or any other applicable laws (excepting the laws of the State of New York and the Federal laws of the United States). As to all questions of fact material to this opinion and as to the materiality of any fact or other matter referred to herein, we have relied (without independent investigation) upon certificates or comparable documents of officers and representatives of the Company.

Based upon the foregoing, and in reliance thereon, and subject to the limitations, qualifications and exceptions set forth herein, we are of the following opinion:

1. When the New Notes have been duly authenticated by U.S. Bank National Association, in its capacity as Trustee, and duly executed and delivered on behalf of Beazer Homes as contemplated by the Registration Statement, the New Notes will be legally issued and will constitute binding obligations of Beazer Homes enforceable against Beazer Homes in accordance with their terms.

2. When (a) the New Notes have been duly executed, authenticated, issued and delivered in accordance with the provisions of the Indenture upon the exchange and (b) the Guarantees have been

duly endorsed on the New Notes, the Guarantees will constitute binding obligations of the Georgia/Delaware Guarantors enforceable against the Georgia/Delaware Guarantors in accordance with their terms.

3. When (a) the New Notes have been duly executed, authenticated, issued and delivered in accordance with the provisions of the Indenture upon the exchange and (b) the Guarantees have been duly endorsed on the New Notes, the Guarantees will constitute valid and binding obligations of the Non-Georgia/Delaware Guarantors enforceable against the Non-Georgia/Delaware Guarantors in accordance with their terms.

Our opinions set forth above are subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance and transfer, moratorium or other laws now or hereafter in effect relating to or affecting the rights or remedies of creditors generally and by general principles of equity (whether applied in a proceeding at law or in equity) including, without limitation, standards of materiality, good faith and reasonableness in the interpretation and enforcement of contracts, and the application of such principles to limit the availability of equitable remedies such as specific performance.

We are members of the Bar of the States of New York and Georgia, and accordingly, do not purport to be experts on or to be qualified to express any opinion herein concerning the laws of any jurisdiction other than laws of the States of New York and Georgia and the Delaware General Corporation Law, the Delaware Limited Liability Company Act and the Delaware Revised Uniform Limited Partnership Act.

This opinion is rendered solely to you in connection with the Registration Statement. This opinion may not be relied upon by you for any other purpose or delivered to or relied upon by any other person without our express prior written consent. This opinion is rendered to you as of the date hereof, and we assume no obligation to advise you or any other person hereafter with regard to any change after the date hereof in the circumstances or the law that may bear on the matters set forth herein even though the change may affect the legal analysis or a legal conclusion or other matters in this opinion letter.

We hereby consent to being named as counsel to Beazer Homes and the Guarantors in the Registration Statement, to the references therein to our Firm under the caption "Legal Matters" and to the inclusion of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Paul, Hastings, Janofsky & Walker LLP

SCHEDULE I

Beazer Allied Companies Holdings, Inc.
Beazer Commercial Holdings, LLC
Beazer General Services, Inc.
Beazer Homes Holdings Corp.
Beazer Homes Indiana Holdings Corp.
Beazer Homes Investments, LLC
Beazer Homes Sales, Inc.
Beazer Homes Texas Holdings, Inc.
Beazer Homes Texas, L.P.
Beazer Mortgage Corporation
Beazer Realty Corp.
Beazer Realty Los Angeles, Inc.
Beazer Realty Sacramento, Inc.
Beazer Realty Services, LLC
Beazer SPE, LLC
BH Building Products, LP
BH Procurement Services, LLC
Homebuilders Title Services, Inc.

SCHEDULE II

April Corporation
Beazer Clarksburg, LLC
Beazer Homes Corp.
Beazer Homes Indiana, LLP
Beazer Realty, Inc.
Beazer/Squires Realty, Inc.
Homebuilders Title Services of Virginia, Inc.
Paragon Title, LLC
Texas Lone Star Title, L.P.
Trinity Homes, LLC

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Exhibit 5.2

[Tune, Entrekin & White, P.C. Letterhead]

August 3, 2005

Beazer Homes USA, Inc.
1000 Abernathy Road
Suite 1200
Atlanta, Georgia 30328

Re: Beazer Homes USA, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to Beazer Homes Corp., a Tennessee corporation (the "Guarantor"), a subsidiary of Beazer Homes USA, Inc. ("Beazer"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by Beazer and the subsidiaries of Beazer listed in the Registration Statement, including the Guarantor, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the issuance by the Company of up to $350,000,000 aggregate principal amount of its 6.875% Senior Notes due 2015 (the "New Notes") and the issuance by the Guarantor and certain other subsidiaries listed in the Registration Statement of guarantees (the "New Guarantees") with respect to the New Notes. The New Notes will be offered by Beazer in exchange for $350,000,000 aggregate principal amount of its outstanding 6.875% Senior Notes due 2013 which have not been registered under the Securities Act. All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Registration Statement.

The New Notes and the New Guarantees will be issued under an indenture, dated April 17, 2002 (the "Original Indenture"), and a Fifth Supplemental Indenture, dated as of June 8, 2005 (the "Fifth Supplemental Indenture", and the Original Indenture as supplemented to date is referred to herein as the "Indenture") among Beazer, the Guarantor, certain other subsidiary guarantors listed in the Registration Statement and U.S. Bank National Association, as trustee (the "Trustee").

In rendering our opinions expressed below, we have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of our opinions set forth below.

In connection with this opinion, we have examined copies or originals of such documents, resolutions, certificates and instruments of the Guarantor as we have deemed necessary to form a basis for the opinions hereinafter expressed. In addition, we have reviewed certificates of public officials, statutes, records and other instruments and documents as we have deemed necessary to form a basis for the opinion hereinafter expressed. In our examination of the foregoing, we have assumed, without independent investigation, (i) the genuineness of all signatures, (ii) the legal capacity of natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies, and (v) the authenticity of the originals of such latter documents. With regard to certain factual matters, we have relied, without independent investigation or verification, upon statements and representations of representatives of the Guarantor.

Based on the foregoing, we are of the opinion that:

1. The Guarantor is validly existing as a corporation, and in good standing under the laws of the jurisdiction of its incorporation or formation and has all requisite power and authority, corporate or otherwise, to conduct its business, to own its properties, and to execute, deliver and perform all of its obligations under the Guarantee.

2. The Guarantor has duly authorized, executed and delivered the Indenture.

3. The execution and delivery by the Guarantor of the Indenture and the Guarantee and the performance of its obligations thereunder have been duly authorized by all necessary corporate or other action and do not and will not (i) require any consent or approval of its stockholders, or (ii) violate any provision of any law, rule or regulation of the state of Tennessee or, to our knowledge, any order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to each Guarantor which violation would impair its ability to perform its obligations under the Guarantee or (iii) or violate any of its charter or by-laws.

The opinions set forth above are subject to the following qualifications and exceptions:

Counsel is a member of the Bar of the state of Tennessee. In rendering the foregoing opinions we express no opinion as to the effect (if any) of laws of any jurisdiction except those of the state of Tennessee. Our opinions are rendered only with respect to such laws, and the rules, regulations and orders thereunder, that are currently in effect, and we disclaim any obligation to advise you of any change in law or fact that occurs after the date hereof.

We hereby consent to the references in the Registration Statement, to our Firm under the caption "Legal Matters" and to the inclusion of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder.

Very truly yours,

Tune, Entrekin & White, P.C.

/s/ Thomas C. Scott

By: Thomas C. Scott

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Exhibit 5.3

[Hogan & Hartson L.L.P. Letterhead]

August 3, 2005

Beazer Homes USA, Inc.
100 Abernathy Road
Suite 1200
Atlanta, Georgia 30328

Ladies and Gentlemen:

The firm has acted as counsel to April Corporation, a Colorado corporation (the "Guarantor"), a subsidiary of Beazer Homes USA, Inc. ("Beazer"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by Beazer and the subsidiaries of Beazer listed in the Registration Statement, including the Guarantor, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the issuance by Beazer of up to $350,000,000 aggregate principal amount of its 6.875% Senior Notes due 2015 (the "New Notes") and the issuance by the Guarantor and certain other subsidiaries listed in the Registration Statement of guarantees on June 8, 2005 and July 19, 2005 (the "New Guarantees") with respect to the New Notes. The New Notes will be offered by Beazer in exchange for $350,000,000 aggregate principal amount of its outstanding 6.875% Senior Notes due 2013 which have not been registered under the Securities Act. All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Registration Statement.

The New Notes and the New Guarantees will be issued under an indenture, dated April 17, 2002 (the "Original Indenture"), and a Fifth Supplemental Indenture, dated as of June 8, 2005 (the "Fifth Supplemental Indenture," and the Original Indenture as supplemented to date is referred to herein as the "Indenture") among Beazer, the Guarantor, certain other subsidiary guarantors listed in the Registration Statement and U.S. Bank National Association, as trustee.

For purposes of this opinion letter, we have examined copies of the following documents (the "Documents"):

1. Executed copy of the Indenture.

2. Executed copy of the New Guarantees.

3. The Articles of Incorporation of the Guarantor, as certified by the Secretary of the State of the State of Colorado on July 11, 2005, and as certified by the Secretary of the Guarantor on the date hereof as being complete, accurate, and in effect on June 8, 2005, July 19, 2005, and on the date hereof.

4. The Bylaws of the Guarantor, as certified by the Secretary of the Guarantor on the date hereof as being complete, accurate, and in effect on June 8, 2005, July 19, 2005, and on the date hereof.

5. A certificate of good standing of the Guarantor issued by the Secretary of State of the State of Colorado dated August 1, 2005.

6. Joint Resolution of the Board of Directors of the Guarantor adopted by unanimous written consent on June 1, 2005, as certified by the Secretary of the Guarantor on the date hereof as being complete, accurate, and in effect relating to, among other things, authorization of the Indenture and the New Guarantees and arrangements in connection therewith.

7. Certificate of Secretary of Guarantor dated June 8, 2005.

8. Certificate of Secretary of Guarantor dated July 19, 2005.

9. A certificate of certain officers of the Guarantor dated as of the date hereof as to certain facts relating to the Guarantor.

10. A certificate of the Secretary of the Guarantor dated as of the date hereof as to the incumbency and signatures of certain officers of Guarantor.

In our examination of the aforesaid Documents, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents, and the conformity to authentic original documents of all Documents submitted to us as copies (including telecopies). As to matters of fact relevant to the opinions expressed herein, we have relied on the representations and statements of fact made in the Documents, we have not independently established the facts so relied on, and we have not made any investigation or inquiry other than our examination of the Documents. We have also assumed the validity and constitutionality of each statute covered by this opinion letter. This opinion letter is given, and all statements herein are made, in the context of the foregoing.

For the purposes of the opinion set forth in paragraph (c) below, we have made the further assumption that (i) all agreements and contracts would be enforced as written; (ii) that the Guarantor has not and will not take any discretionary action (including a decision not to act) permitted under the Documents that would result in a violation of law or constitute a breach or default under any order, judgment, decree, agreement or contract; (iii) that the Guarantor has and will obtain all permits and governmental approvals required and take all actions required, relevant to subsequent consummation of the transactions contemplated under the Documents or performance of the Indenture or New Guarantees; and (iv) that all parties to the Indenture and New Guarantees will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Indenture and New Guarantees.

This opinion letter is based as to matters of law solely on internal Colorado law, as amended, except to the extent excluded below (but not including any statutes, ordinances, administrative decisions, rules or regulations of any political subdivision below the state level); provided, however, that the laws described above shall not include (and we express no opinion as to) federal or state securities, antitrust, unfair competition, banking or tax laws or regulations; and further provided that the opinions expressed herein are based upon a review of those laws, statutes and regulations that in our experience are generally recognized or applicable to the transaction contemplated by Guarantor in the Fifth Supplemental Indenture and New Guarantees ("Applicable State Law").

Based upon, subject to and limited by the foregoing, we are of the opinion that:

(a) The Guarantor is validly existing as a corporation and in good standing as of the date of the certificate specified in paragraph 5 above under the laws of the State of Colorado.

(b) The Guarantor had the corporate power to execute, deliver and perform the Fifth Supplemental Indenture and the New Guarantees. The execution, delivery and performance by the Guarantor of the Fifth Supplemental Indenture and the New Guarantees have been duly authorized by all necessary corporate action of the Guarantor.

(c) The execution, delivery and performance by the Guarantor of the Fifth Supplemental Indenture and the New Guarantees did (and do) not (i) require any approval of its shareholders which has not been obtained, (ii) violate the Articles of Incorporation or Bylaws of the Guarantor, or (iii) violate any provision of Applicable State Law.

This opinion letter has been prepared for your use in connection with the Registration Statement and speaks as of the date hereof. We assume no obligation to advise you of any changes in the foregoing subsequent to the delivery of this opinion letter.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to this firm under the caption "Legal Matters" in the prospectus constituting a part of the Registration Statement. In giving this consent, we do not thereby admit that we are an "expert" within the meaning of the Securities Act of 1933, as amended.

Very truly yours,

/s/ HOGAN & HARTSON L.L.P.

HOGAN & HARTSON L.L.P.

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Exhibit 5.4

[Gibbons, Del Deo, Dolan, Griffinger & Vecchione Letterhead]

August 3, 2005

Beazer Homes USA, Inc.
1000 Abernathy Road
Suite 1200
Atlanta, Georgia 30328

Re: ***Local Counsel Opinion for Beazer Realty, Inc.***

Dear Ladies and Gentlemen:

We have acted as local New Jersey counsel to Beazer Realty, Inc., a New Jersey corporation (the "Guarantor"), a subsidiary of Beazer Homes USA, Inc. ("Beazer"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by Beazer and the subsidiaries of Beazer listed in the Registration Statement, including the Guarantor, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the issuance by the Company of up to $350,000,000 aggregate principal amount of its 6$^{7}/_{8}$% Senior Notes due 2015 (the "New Notes") and the issuance by the Guarantor and certain other subsidiaries listed in the Registration Statement of guarantees with respect to the New Notes. The New Notes will be offered by Beazer in exchange for $350,000,000 aggregate principal amount of its outstanding 6$^{7}/_{8}$% Senior Notes due 2015 which have not been registered under the Securities Act.

The New Notes and the New Guarantees will be issued under an indenture, dated April 17, 2002 (the "Original Indenture"), and a Fifth Supplemental Indenture, dated as of June 8, 2005 (the "Fifth Supplemental Indenture", and the Original Indenture as supplemented to date is referred to herein as the "Indenture") among Beazer, the Guarantor, certain other subsidiary guarantors listed in the Registration Statement and U.S. Bank National Association, as trustee.

Our engagement as local New Jersey counsel has been solely for the purpose of issuing this opinion letter. We did not participate in the negotiation or drafting of the Registration Statement or the Indenture. Except as specifically provided herein, we have not made any independent review or investigation of the organization, existence, good standing, assets, business or affairs of the Guarantor, or of any other matters. Except as specifically identified herein, we have not been retained or engaged to perform, nor have we performed, any independent review or investigation of any statutes, ordinances, laws, regulations, orders, corporate records, agreements, documents or instruments to which the Guarantor may be a party or to which the Guarantor or any of its property may be subject, or by which the Guarantor or any of its property may be bound, nor have we, except as specifically identified herein, been retained or engaged to perform, or performed, any independent review or investigation as to: (a) the existence of any actions, suits, arbitrations, claims, investigations or legal or administrative proceedings before any court or governmental department, commission, board, bureau, agency or instrumentality pending or threatened against or relating to the Guarantor or in which the Guarantor is a party; (b) the existence of violations by the Guarantor of its certificate of incorporation or by-laws or any predecessor version of the certificate of incorporation or by-laws or any notes, indentures, mortgages, leases, agreements, or other contracts or agreements or instruments to which the Guarantor may be a party or to which its property may be subject; or (c) the existence of, or violations by the Guarantor of, any rulings, injunctions, judgments, orders, writs or decrees to which the Guarantor or its property is subject.

Without limiting any of the other limitations, exceptions and qualifications stated elsewhere herein, we express no opinion with regard to the applicability or effect of federal law or the law of any jurisdiction other than, as in effect on the date of this opinion letter, the internal laws of the State of New Jersey.

For purposes of this opinion letter, we have examined copies of the following:

(A) the Original Indenture;

(B) the Fifth Supplemental Indenture;

(C) the certificate of incorporation of the Guarantor, certified as of July 27, 2005 by the Treasurer of the State of New Jersey, and the bylaws of the Guarantor as presently in effect, certified by the Secretary of the Guarantor as of the date hereof (collectively, the "Charter Documents");

(D) resolutions adopted by the board of directors of the Guarantor on April 17, 2002, certified by the Secretary of the Guarantor as of the date hereof, relating to the execution and delivery of, and the performance by the Guarantor of its obligations under the Original Indenture;

(E) resolutions adopted by the board of directors of the Guarantor on June 1, 2005, certified by the Secretary of the Guarantor as of the date hereof, relating to the execution and delivery of, and the performance by the Guarantor of its obligations under the Fifth Supplemental Indenture;

(F) written consent to action of Beazer Homes Corp, as the sole shareholder of the Guarantor, dated as of the date hereof, relating to the execution and delivery of, and the performance by the Guarantor of its obligations under the Fifth Supplemental Indenture; and

(G) A certificate of the Treasurer of the State of New Jersey, dated July 26, 2005, with respect to the incorporation and good standing of the Guarantor under the laws of the State of New Jersey (the "Good Standing Certificate").

The foregoing documents A and B are sometimes hereinafter referred to collectively as the "Transaction Documents".

In giving the following opinions, we have assumed (i) the genuineness of all signatures on the documents submitted to us, (ii) the authenticity and completeness of all documents submitted to us, (iii) the conformity to the originals of all such documents submitted to us as copies, (iv) the due authorization, execution and delivery of each document submitted to us by all of the parties thereto (other than the due authorization of the Transaction Documents by the Guarantor), (v) the legal capacity of all natural persons executing the Transaction Documents, (vi) that the Transaction Documents are the valid and binding obligations of each of the parties thereto, enforceable against such parties in accordance with their respective terms and that such Transaction Documents accurately describe and contain the mutual understanding of the parties, and that there are no oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms of the Transaction Documents and (vii) that the statements contained in the certificates and comparable documents of public officials, officers and representatives of the Guarantor and other persons on which we have relied for purposes of this opinion are true and correct and that there has not been any change in the good standing status of the Company from that reported in the Good Standing Certificate. As to questions of fact material to the opinions rendered herein, we have relied (without independent investigation, except as expressly indicated herein) upon certificates or comparable documents of the Guarantor and upon the representations and warranties made by the Guarantor in the Transaction Documents.

Statements in this opinion which are qualified by the expression "to our knowledge", "of which we have knowledge", "known to us" or "we have no reason to believe" or other expressions of like import are limited to the current actual knowledge of the individual attorneys in this firm who have devoted

substantive attention to the representation of the Guarantor in connection with the preparation, execution and delivery of this opinion (but not the knowledge of any other attorney in this firm or any constructive or imputed knowledge of any information, whether by reason of our representation of the Guarantor or otherwise). We have not undertaken any independent investigation to determine the accuracy of any such statement, and any limited inquiry undertaken by us during the preparation of this opinion should not be regarded as such an investigation.

Based upon and subject to the foregoing and the qualifications and limitations set forth below, we are of the opinion that:

1. The Guarantor is validly existing as a corporation in good standing under the laws of the State of New Jersey, and the Guarantor has the corporate power to enter into and carry out its obligations under the Transaction Documents.

2. The execution, delivery and performance of the Transaction Documents by the Guarantor have been duly authorized by all necessary corporate action on the part of the Guarantor.

3. The execution and delivery by the Guarantor of the Transaction Documents and the performance of its obligations thereunder do not (i) require any consent or approval of its stockholders that has not been obtained, (ii) cause the Guarantor to violate any New Jersey State law, rule or regulation, (iii) to our knowledge, cause the Guarantor to violate any order, writ, judgment, injunction, decree, determination or award of any New Jersey state court to which the Guarantor is a named party which violation would impair the Guarantor's ability to perform its obligations under the Transaction Documents, or (iii) violate any provision of the Charter Documents.

The opinions expressed herein are subject to the following exceptions, qualifications and limitations:

A. We express no opinion with respect to any of the following (collectively, the "Excluded Laws"): (i) anti-fraud laws or other federal and state securities laws; (ii) pension and employee benefit laws; (iii) federal and state antitrust and unfair competition laws; (iv) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and other anti-trust laws and the Exon-Florio Act; (v) the statutes, ordinances, administrative decisions and rules and regulations of counties, towns, municipalities and other political subdivisions (whether created or enabled through legislative action at the federal, state or regional level); (vi) federal and state environmental laws; (vii) federal and state land use and subdivision laws; (viii) federal and state tax laws; (ix) federal and state laws relating to communications (including, without limitation, the Communications Act of 1934, as amended, and the Telecommunications Act of 1996, as amended); (x) federal patent, copyright, and trademark, state trademark and other federal and state intellectual property laws; (xi) federal and state racketeering laws; (xii) federal and state health and safety laws; (xiii) federal and state laws concerning aviation; (xiv) federal and state laws concerning public utilities; (xv) federal and state labor laws; (xvi) federal and state laws and policies concerning (A) national and local emergencies, (B) possible judicial deference to acts of sovereign states, and (C) criminal and civil forfeiture laws; and (xvii) other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g. mail fraud and wire fraud statutes); and in the case of each of the foregoing, all rules and regulations promulgated thereunder or administrative or judicial decisions with respect thereto.

B. We express no opinion with respect to any document, instrument or agreement (including the exhibits or schedules to any Transaction Document) other than the Transaction Documents regardless of whether such document, instrument or agreement is referred to in the Transaction Documents.

C. With respect to our opinion set forth in paragraph 1 above, with your permission, we are relying solely and without independent investigation on our review and examination of the Good Standing Certificate and a certificate of an officer of the Guarantor and any documents certified to us thereby.

D. Our opinion in clause (i) of paragraph 3 above is limited solely to laws, rules and regulations (other than Excluded Laws) that in our experience are generally applicable to transactions in the nature of those contemplated by the Transaction Documents between unregulated parties.

This opinion is rendered to you, and is based upon the law in effect, on the date hereof, and we assume no obligation to revise or supplement this opinion with regard to any change after the date hereof in the circumstances or the law that may bear on the matters set forth herein even though the change may affect the legal analysis or a legal conclusion or other matters in this opinion letter.

This opinion letter deals only with the specified legal issues expressly addressed herein, and you should not infer any opinion that is not explicitly addressed herein from any matter stated in this letter.

This opinion is rendered solely to you in connection with the issuance by the Guarantor and of guarantees with respect to the New Notes. This opinion may not be relied upon by you for any other purpose or delivered to or relied upon by any other person without our express prior written consent.

We hereby consent to the references in the Registration Statement, to our Firm under the caption "Legal Matters" and to the inclusion of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Gibbons, Del Deo, Dolan, Griffinger & Vecchione, P.C.

GIBBONS, DEL DEO, DOLAN,
GRIFFINGER & VECCHIONE
A Professional Corporation

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Exhibit 5.5

August 3, 2005

Beazer Homes USA, Inc.
1000 Abernathy Road
Suite 1200
Atlanta, Georgia 30328

Re: Beazer Homes USA, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to Beazer Clarksburg, LLC, a Maryland limited liability company (the "Guarantor"), a subsidiary of Beazer Homes USA, Inc. ("Beazer"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by Beazer and the subsidiaries of Beazer listed in the Registration Statement, including the Guarantor, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the issuance by the Company of up to $350,000,000 aggregate principal amount of its 6.875% Senior Notes due 2015 (the "New Notes") and the issuance by the Guarantor and certain other subsidiaries listed in the Registration Statement of guarantees (the "New Guarantees") with respect to the New Notes. The New Notes will be offered by Beazer in exchange for $350,000,000 aggregate principal amount of its outstanding 6.875% Senior Notes due 2013 which have not been registered under the Securities Act. All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Registration Statement.

It is our understanding that the New Notes and the New Guarantees will be issued under an indenture, dated April 17, 2002 (the "Original Indenture"), and a Fifth Supplemental Indenture, dated as of June 8, 2005 (the "Fifth Supplemental Indenture", and the Original Indenture as supplemented to date is referred to herein as the "Indenture") among Beazer, the Guarantor, certain other subsidiary guarantors listed in the Registration Statement and U.S. Bank National Association, as trustee (the "Trustee").

In rendering our opinions expressed below, we have examined the following documents:

1. A Certificate of Good Standing with respect to the Guarantor issued by the Maryland State Department of Assessments and Taxation ("SDAT") and dated July 27, 2005.

2. The Articles of Organization of the Guarantor (a copy of which was included with the Certificate of Secretary of the Guarantor dated June 8, 2005).

3. The Operating Agreement and amendments thereto of the Guarantor (copies of which were included with the Certificate of Secretary of the Guarantor dated June 8, 2005).

4. Certificate of the Secretary of Guarantors dated July 19, 2005; and Joint Resolution No. 2005-03 dated June 1, 2005.

In connection with this opinion, we have examined copies or originals of such documents, resolutions, certificates and instruments of the Guarantor as we have deemed necessary to form a basis for the opinions hereinafter expressed. In addition, we have reviewed certificates of public officials, statutes, records and other instruments and documents as we have deemed necessary to form a basis for the opinion hereinafter expressed. In our examination of the foregoing, we have assumed, without independent investigation, (i) the genuineness of all signatures, (ii) the legal capacity of natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to

original documents of all documents submitted to us as duplicates or certified or conformed copies, and (v) the authenticity of the originals of such latter documents. With regard to certain factual matters, we have relied, without independent investigation or verification, upon statements and representations of representatives of the Guarantor.

Based on the foregoing, we are of the opinion that:

1. The Guarantor is validly existing as a limited liability company, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority, limited liability company or otherwise, to conduct its business, to own its properties, and to execute, deliver and perform all of its obligations under the Guarantee.

2. The Guarantor has duly authorized, executed and delivered the Indenture.

3. The execution and delivery by the Guarantor of the Indenture and the Guarantee and the performance of its obligations thereunder have been duly authorized by all necessary limited liability company or other action and do not and will not (i) require any additional consent or approval of its members, or (ii) violate any provision of any law, rule or regulation of the state of Maryland or, to our knowledge, any order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to each Guarantor which violation would impair its ability to perform its obligations under the Guarantee or (iii) or violate any of its articles of organization or limited liability company operating agreement.

The opinions set forth above are subject to the following qualifications and exceptions:

1. Counsel is a member of the Bar of the state of Maryland. In rendering the foregoing opinions we express no opinion as to the effect (if any) of laws of any jurisdiction except those of the state of Maryland. The undersigned expresses no opinion as to any matter relating to any state or federal securities law or regulation. Our opinions are rendered only with respect to such laws, and the rules, regulations and orders thereunder, that are currently in effect, and we disclaim any obligation to advise you of any change in law or fact that occurs after the date hereof.

2. In basing the opinions and other matters set forth herein on "our knowledge", the words "our knowledge" signify that, in the course of our representation of the Guarantor in matters with respect to which we have been engaged by the Guarantor as counsel, no information has come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the foregoing documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or verification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the lawyers within our firm who have recently worked on matters on behalf of the Guarantor.

3. The opinions set forth herein are subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance and transfer, moratorium or other laws now or hereafter in effect relating to or affecting the rights or remedies of creditors generally and by general principles of equity (whether applied in a proceeding at law or in equity) including, without limitation, standards of materiality, good faith and reasonableness in the interpretation and enforcement of contracts, and the application of such principles to limit the availability of equitable remedies such as specific performance.

4. The undersigned expresses no opinion as to any matter other than as expressly set forth above, and no opinion is or may be implied or inferred herefrom, and specifically we express no opinion as to (a) the financial ability of the Guarantor to meet its obligations under the Indenture, the Guarantee or any other document related thereto, (b) the truthfulness or accuracy of any applications, reports, plans, documents, financial statements or other matters furnished by or on behalf of the Guarantor in connection with the Indenture, the Guarantee or any other document related thereto, or

(c) the truthfulness or accuracy of any representation or warranty as to matters of fact made by the Guarantor in the Guarantee or any other document.

We hereby consent to the references in the Registration Statement, to our Firm under the caption "Legal Matters" and to the inclusion of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder.

The opinions expressed in this letter are limited to the matters set forth herein and no other opinion should be inferred beyond the matters expressed as stated. This opinion is rendered solely to you in connection with the Registration Statement. This opinion may not be relied upon by you for any other purpose or delivered to or relied upon by any other person without our express prior written consent. This opinion is rendered to you as of the date hereof, and we assume no obligation to advise you or any other person hereafter with regard to any change after the date hereof in the circumstances or the law that may bear on the matters set forth herein even though the change may affect the legal analysis or a legal conclusion or other matters in this opinion letter. This letter is to be interpreted in accordance with the report of the Special Joint Committee on Lawyers' Opinions in commercial transactions of the Maryland State Bar Association, Inc.

Very truly yours,

FOSSETT & BRUGGER, CHARTERED

By: /s/ WILLIAM M. SHIPP

William M. Shipp, Principal

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Exhibit 5.6

[Original on Young, Goldman & Van Beek, P.C. Letterhead]

August 3, 2005

Beazer Homes USA, Inc.
1000 Abernathy Road
Suite 1200
Atlanta, Georgia 30328

Re: Beazer Homes USA, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to Homebuilders Title Services of Virginia, Inc., a Virginia corporation (the "Guarantor"), a subsidiary of Beazer Homes USA, Inc. ("Beazer"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by Beazer and the subsidiaries of Beazer listed in the Registration Statement, including the Guarantor, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the issuance by the Company of up to $350,000,000 aggregate principal amount of its 6.875% Senior Notes due 2015 (the "New Notes") and the issuance by the Guarantor and certain other subsidiaries listed in the Registration Statement of guarantees (collectively the "New Guarantees"; individually the guaranty issued by Guarantor is referred to herein as the "Guarantee") with respect to the New Notes. The New Notes will be offered by Beazer in exchange for $350,000,000 aggregate principal amount of its outstanding 6.875% Senior Notes due 2013 which have not been registered under the Securities Act. All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Registration Statement.

The New Notes and the New Guarantees will be issued under an indenture, dated April 17, 2002 (the "Original Indenture"), and a Fifth Supplemental Indenture, dated as of June 8, 2005 (the "Fifth Supplemental Indenture"; the Fifth Supplemental Indenture and the Original Indenture as supplemented to date is referred to herein as the "Indenture") among Beazer, the Guarantor, certain other subsidiary guarantors listed in the Registration Statement and U.S. Bank National Association, as trustee (the "Trustee").

In rendering our opinions expressed below, we have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of our opinions set forth below.

In connection with this opinion, we have examined copies or originals of such documents, resolutions, certificates and instruments of the Guarantor as we have deemed necessary to form a basis for the opinions hereinafter expressed. In addition, we have reviewed certificates of public officials, statutes, records and other instruments and documents as we have deemed necessary to form a basis for the opinion hereinafter expressed. In our examination of the foregoing, we have assumed, without independent investigation, (i) the genuineness of all signatures, (ii) the legal capacity of natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies, and (v) the authenticity of the originals of such latter documents. With regard to certain factual matters, we

have relied, without independent investigation or verification, upon statements and representations of representatives of the Guarantor.

Based on the foregoing, we are of the opinion that:

1. The Guarantor is validly existing as a corporation, and in good standing under the laws of the jurisdiction of its incorporation or formation and has all requisite power and authority, corporate or otherwise, to conduct its business, to own its properties, and to execute, deliver and perform all of its obligations under the Guarantee.

2. The Guarantor has duly authorized, executed and delivered the Indenture.

3. The execution and delivery by the Guarantor of the Indenture and the Guarantee and the performance of its obligations thereunder have been duly authorized by all necessary corporate or other action and do not and will not (i) require any consent or approval of its stockholders, or (ii) violate any provision of any law, rule or regulation of the state of incorporation or, to our knowledge, any order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to each Guarantor which violation would impair its ability to perform its obligations under the Guarantee or (iii) or violate any of its charter or by-laws.

The opinions set forth above are subject to the following qualifications and exceptions:

Counsel is a member of the Bar of the state of Virginia. In rendering the foregoing opinions we express no opinion as to the effect (if any) of laws of any jurisdiction except those of the state of Virginia. Our opinions are rendered only with respect to such laws, and the rules, regulations and orders thereunder, that are currently in effect, and we disclaim any obligation to advise you of any change in law or fact that occurs after the date hereof.

We express no opinion as to the enforceability of the Indenture or the Guarantee. We express no opinion on whether the issuance of the New Notes and/or the Guarantee require registration under the Virginia Securities Act, Va. Code Ann. § § 13.1-501 et seq., nor whether such issuance is exempt from registration under that Act. We express no opinion on whether the Registration Statement complies with the requirements of the Securities Act, nor any other applicable Federal law governing the issuance of securities.

We hereby consent to the references in the Registration Statement, to our Firm under the caption "Legal Matters" and to the inclusion of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ YOUNG, GOLDMAN & VAN BEEK, P.C.

YOUNG, GOLDMAN & VAN BEEK, P.C.

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Exhibit 5.7

August 3, 2005

Beazer Homes USA, Inc.
1000 Abernathy Road
Suite 1200
Atlanta, Georgia 30328

Re: Beazer Homes USA, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to (i) Beazer Homes Indiana, LLP, an Indiana limited liability partnership, (ii) Paragon Title, LLC, an Indiana limited liability company, and (iii) Trinity Homes, LLC, an Indiana limited liability company (collectively, the "Guarantors"), all of which are remote subsidiaries of Beazer Homes USA, Inc. ("Beazer"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by Beazer and the direct and remote subsidiaries of Beazer listed in the Registration Statement, including the Guarantors, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the issuance by Beazer of up to $350,000,000 aggregate principal amount of its 6.875% Senior Notes due 2015 (the "New Notes") and the issuance by the Guarantors and certain other subsidiaries listed in the Registration Statement of guarantees (the "New Guarantees") with respect to the New Notes. The New Notes will be offered by Beazer in exchange for $350,000,000 aggregate principal amount of its outstanding 6.875% Senior Notes due 2013 which have not been registered under the Securities Act. All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Registration Statement.

The New Notes and the New Guarantees will be issued under an indenture, dated April 17, 2002 (the "Original Indenture"), and a Fifth Supplemental Indenture, dated as of June 8, 2005 (the "Fifth Supplemental Indenture", and the Original Indenture as supplemented to date is referred to herein as the "Indenture") among Beazer, the Guarantors, certain other subsidiary guarantors listed in the Registration Statement and U.S. Bank National Association, as trustee (the "Trustee"). We have assumed, with your permission, that the Indenture has not been further amended, modified or supplemented since the Fifth Supplemental Indenture dated June 8, 2005. We have also assumed, with your permission, that the substantive provisions of the New Guarantees, when issued, will be identical to the provisions of Article Four of the Indenture.

In rendering our opinions expressed below, we have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of our opinions set forth below.

In connection with this opinion letter, we have examined copies or originals of such documents, resolutions, certificates and instruments of Beazer, its direct and remote subsidiaries and the Guarantors as we have deemed necessary to form a basis for the opinions hereinafter expressed. In addition, we have reviewed certificates of public officials, statutes, records and other instruments and documents as we have deemed necessary to form a basis for the opinions hereinafter expressed. In our examination of the foregoing, we have assumed, without independent investigation, (i) the genuineness of all signatures, (ii) the legal capacity of natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies, and (v) the authenticity of the originals of such latter documents. With regard to certain factual matters, we have relied, without independent investigation or

verification, upon certificates, statements and representations of representatives of Beazer and the Guarantors, including without limitation those factual matters included in the Registration Statement.

Based on the foregoing, we are of the opinion that:

1. Beazer Homes Indiana, LLP is a general partnership subject to the Uniform Partnership Act of the State of Indiana, became registered as an Indiana limited liability partnership pursuant to a Registration to Qualify as a Limited Liability Partnership filed with the Indiana Secretary of State on December 29, 2004, and has all requisite power and authority under Indiana law and its current partnership agreement to conduct its business and to own its properties (all as described in the Registration Statement) and to execute, deliver and perform all of its obligations under the New Guarantees.

2. Each of Paragon Title, LLC and Trinity Homes, LLC is validly existing as a limited liability company under the laws of the State of Indiana and has all requisite power and authority, limited liability company or otherwise, to conduct its business and to own its properties (all as described in the Registration Statement) and to execute, deliver and perform all of its obligations under the New Guarantees.

3. Each of the Guarantors has duly authorized, executed and delivered the Indenture.

4. The execution and delivery by each of the Guarantors of the Indenture and the New Guarantees and the performance of its obligations thereunder have been duly authorized by all necessary limited liability company or limited liability partnership or other action, as applicable, and do not and will not (i) require any further consent or further approval of its managers, members or partners, as applicable, or (ii) violate any provision of any law, rule or regulation of the State of Indiana or, to our knowledge, any order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to such Guarantor which violation would impair its ability to perform its obligations under the New Guarantees or (iii) violate its (A) current partnership agreement with respect to Beazer Homes Indiana, LLP, or (B) Articles of Organization or Operating Agreement with respect to Paragon Title, LLC or Trinity Homes, LLC.

The opinions set forth above are subject to the following qualifications and exceptions:

Wherever this opinion is qualified by the phrase "to our knowledge" it is intended to indicate that during the course of the representation of the Guarantors as herein described by this firm, the lawyers who have been actively involved in such representation and the preparation of this opinion (the "**Primary Lawyer Group**") have not become consciously aware of information that would give this firm actual knowledge of the existence or absence of such facts. We have not undertaken any independent investigation to determine the existence or absence of such facts, and we accept no responsibility to make such investigation. No inferences to this firm's knowledge of the existence or the absence of such facts regarding the Guarantors should be drawn from the fact of our representation of them as herein described. For the purposes of this paragraph, the Primary Lawyer Group shall include Robert V. Kixmiller and Hillary J. Spike Fordice only.

Counsel is a member of the Bar of the State of Indiana. In rendering the foregoing opinions we express no opinion as to the effect (if any) of laws of any jurisdiction except those of the State of Indiana. Our opinions are rendered only with respect to such laws, and the rules, regulations and orders thereunder, that are currently in effect, and we disclaim any obligation to advise you of any change in law or fact that occurs after the date hereof.

We hereby consent to the references in the Registration Statement, to our Firm under the caption "Legal Matters" and to the inclusion of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Barnes & Thornburg LLP

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[Womble Carlyle Sandridge & Rice PLLC Letterhead]

August 3, 2005

Beazer Homes USA, Inc.
1000 Abernathy Road
Suite 1200
Atlanta, Georgia 30328

Re: Beazer Homes USA, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special North Carolina counsel to Beazer/Squires Realty, Inc., a North Carolina corporation (the "Guarantor"), a subsidiary of Beazer Homes USA, Inc. ("Beazer"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by Beazer and the subsidiaries of Beazer listed in the Registration Statement, including the Guarantor, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the issuance by the Company of up to $350,000,000 aggregate principal amount of its 6.875% Senior Notes due 2015 (the "New Notes") and the issuance by the Guarantor and certain other subsidiaries listed in the Registration Statement of guarantees (the "New Guarantees") with respect to the New Notes. The New Notes and the New Guarantees will be offered by Beazer in exchange for $350,000,000 aggregate principal amount of its outstanding 6.875% Senior Notes due 2015 which have not been registered under the Securities Act and the guarantees of the Guarantor and certain other subsidiaries of Beazer with respect thereto. The New Notes and the New Guarantees will be issued under an Indenture, dated as of April 17, 2002, as modified, supplemented and amended from time to time, and as further supplemented and amended by a Fifth Supplemental Indenture, dated as of June 8, 2005 (the "Fifth Supplemental Indenture"), among Beazer, the Guarantor, certain other subsidiary guarantors listed in the Registration Statement and U.S. Bank National Association, as trustee (the "Trustee"). This opinion is being delivered to you at your request pursuant to the requirements of Item 21(a) of Form S-4 and Item 601(b)(5) of Regulation S-K. All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Registration Statement.

We have reviewed the Guarantor's articles of incorporation and bylaws, each as amended to date (the "Governance Documents"), and have examined the originals, or copies certified or otherwise identified to our satisfaction, of corporate records of the Guarantor, including resolutions adopted by the Board of Directors of the Guarantor as furnished to us by the Guarantor, certificates of public officials and of representatives of the Guarantor, statutes and other instruments and documents, as a basis for the opinions hereinafter expressed. In rendering this opinion, we have relied upon the certificates of public officials and representatives of the Guarantor with respect to the accuracy of the factual matters contained in such certificates. In rendering our opinion in paragraph 1 below, we have relied solely upon a certificate of existence regarding the Guarantor issued by the Secretary of State of North Carolina dated July 28, 2005.

In our examination of the foregoing, we have assumed, without independent investigation, (i) the genuineness of all signatures and the legal capacity of all signatories, (ii) the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents

submitted to us as certified or photostatic copies, and (iii) the proper issuance and accuracy of certificates of public officials and representatives of the Guarantor.

Whenever any opinion below as to the existence or absence of facts is qualified by the phrase "to our knowledge," such phrase indicates only that the lawyers of this firm substantively involved in the representation of the Guarantor with respect to the delivery of this opinion have no actual knowledge of the existence or absence of such facts. Except to the extent expressly stated herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence or absence of such facts should be drawn from the fact of our representation of the Guarantor.

Based on and subject to the foregoing and the qualifications and limitations set forth below, and having regard for such legal considerations as we deem relevant, it is our opinion that:

1. The Guarantor is a corporation in existence under the laws of North Carolina and has the corporate power to execute, deliver and perform its obligations under the New Guarantees.

2. The Guarantor has authorized the execution, delivery and performance of the Fifth Supplemental Indenture by all necessary corporate action.

3. The Fifth Supplemental Indenture has been duly executed by the Guarantor.

4. The execution and delivery by the Guarantor of the Fifth Supplemental Indenture and the New Guarantees and the performance of its obligations thereunder do not (i) require any consent or approval of the Guarantor's shareholder(s), or (ii) to our knowledge, violate any applicable law or any judgment or order of any court or governmental authority that is binding on the Guarantor, which violation would impair its ability to perform its obligations under the New Guarantees, or (iii) violate any of the Governance Documents.

The opinions set forth above are subject to the following qualifications and exceptions:

This opinion is limited to the laws of the State of North Carolina, excluding local laws of the State of North Carolina (*i.e.*, the statutes and ordinances, the administrative decisions and the rules and regulations of counties, towns, municipalities and special political subdivisions of, or authorities or quasi-governmental bodies constituted under the laws of, the State of North Carolina and judicial decisions to the extent they deal with any of the foregoing), and we are expressing no opinion as to the effect of the laws of any other jurisdiction.

This opinion is rendered as of the date hereof, and we undertake no obligation to advise you of any changes in applicable law or any other matters that may come to our attention after the date hereof.

This opinion is delivered solely for your benefit in connection with the Registration Statement and, except as provided in the following paragraph with respect to the inclusion of this opinion as an exhibit to the Registration Statement, this opinion may not be quoted in whole or in part, filed with any governmental agency or otherwise used or relied upon by any other person or for any purpose without our prior written consent.

We hereby consent to the references in the Registration Statement to our Firm under the caption "Legal Matters" and to the inclusion of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Womble Carlyle Sandridge & Rice PLLC

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Exhibit 5.9

Direct: 214-999-4645
Direct Fax: 214-999-3645
dearhart@gardere.com

August 3, 2005

Beazer Homes USA, Inc.
1000 Abernathy Road, Suite 1200
Atlanta, Georgia 30328

RE: Beazer Homes USA, Inc.
Registration Statement of Form S-4

Ladies and Gentlemen:

We have acted as special Texas counsel to Texas Lone Star Title, L.P., a Texas limited partnership (the "*Guarantor*") and subsidiary of Beazer Homes USA, Inc. ("*Beazer*"), in connection with the Registration Statement on Form S-4 (the "*Registration Statement*") filed by Beazer and the subsidiaries of Beazer listed in the Registration Statement, including the Guarantor, with the Securities and Exchange Commission (the "*Commission*") under the Securities Act of 1933, as amended. The Registration Statement relates to the issuance by Beazer of up to $350,000,000 aggregate principal amount of its 6.875% Senior Notes due 2015 (the "*New Notes*") and the issuance by the Guarantor and certain other subsidiaries listed in the Registration Statement of guarantees (the "*New Guarantees*") with respect to the New Notes. The New Notes will be offered by Beazer in exchange for $350,000,000 aggregate principal amount of its outstanding 6.875% Senior Notes due 2013 which have not been registered under the Securities Act. All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Registration Statement.

The New Notes and the New Guarantees will be issued under an Indenture, dated April 17, 2002 (the "*Original Indenture*"), and a Fifth Supplemental Indenture, dated as of June 8, 2005 (the "*Fifth Supplemental Indenture*" and together with the Original Indenture as supplemented to date the "*Indenture*") by and among Beazer, the Guarantor, certain other subsidiary guarantors listed in the Registration Statement and U.S. Bank National Association, as trustee.

In rendering our opinions expressed below, we have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of our opinions set forth below.

In connection with this Opinion Letter, we have examined copies or originals of such documents, resolutions, certificates and instruments of the Guarantor as we have deemed necessary to form a basis for the opinions hereinafter expressed. In addition, we have reviewed certificates of public officials, statutes, records and other instruments and documents as we have deemed necessary to form a basis for the opinions hereinafter expressed.

In our examination, we have assumed, without independent investigation, (i) the genuineness of all signatures, (ii) the legal capacity of natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies, and (v) the authenticity of the originals of such latter documents. With regard to certain factual matters, we have relied, without independent investigation or verification, upon statements and representations of representatives of the Guarantor.

Based upon the foregoing, and subject to the exceptions, limitations, and qualifications set forth below, we are of the opinion that:

1. The Guarantor is validly existing as a limited partnership in the State of Texas and has all requisite power and authority, limited partnership or otherwise, to conduct its business as currently conducted, to own its properties, and to execute, deliver and perform all of its obligations under the Guarantee to be issued by it (the "*Guarantee*").

2. The Guarantor has duly authorized, executed and delivered the Indenture.

3. The execution and delivery by the Guarantor of the Indenture and the Guarantee and the performance of its obligations thereunder have been duly authorized by all necessary limited partnership or other action and do not and will not (i) require any further consent or approval of its partners, or (ii) violate any provision of any law, rule or regulation of the State of Texas or, to our knowledge, any order, writ, judgment, injunction, decree, determination, or award presently addressed to and binding on Guarantor which violation would impair its ability to perform its obligations under the Guarantee, or (iii) violate its certificate of limited partnership or limited partnership agreement.

The opinions expressed herein are subject to the following exceptions, limitations, and qualifications:

A. We are members of the Bar of the State of Texas. In rendering the foregoing opinions, we express no opinion as to the effect (if any) of laws of any jurisdiction except those of the State of Texas. Our opinions are rendered only with respect to such laws, and the rules, regulations, and orders thereunder that are currently in effect, and we disclaim any obligation to advise you of any change in law or fact that occurs after the date hereof. We express no opinion as to the enforceability of the Indenture or the Guarantee.

B. We hereby consent to the references in the Registration Statement to our Firm under the caption "Legal Matters" and to the inclusion of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder.

Very truly yours,

GARDERE WYNNE SEWELL LLP

By: /s/ DAVID R. EARHART

David R. Earhart, Partner

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Exhibit 12.1

BEAZER HOMES USA, INC.

STATEMENT REGARDING COMPUTATIONS OF RATIO OF EARNINGS TO FIXED CHARGES

(In thousands, except ratios)

	Year ended September 30,					9 months ended	
	2000	2001	2002	2003	2004	6/30/2004	6/30/2005
Earnings:							
Income before income taxes	71,485	122,748	202,059	285,529	386,575	255,285	239,538
Less: equity in (income) loss of unconsolidated joint ventures	(299)	63	(2,338)	(1,597)	(1,561)	(1,748)	(3,150)
Fixed charges from below	32,894	38,348	54,389	69,149	80,740	58,317	68,414
Distributed income of unconsolidated joint ventures	299	—	2,353	1,137	1,761	1,756	3,361
Less: interest capitalized	(30,897)	(35,825)	(51,171)	(65,295)	(76,035)	(54,872)	(64,269)
Interest amortized to cost of sales	27,704	33,235	43,001	55,451	66,199	46,183	54,880
Earnings available for fixed charges	101,186	158,569	248,293	344,374	457,679	304,921	298,774
Fixed Charges:							
Interest expense, including capitalized amounts and amortization of debt costs	30,897	35,825	51,171	65,295	76,035	54,872	64,269
Estimated interest component of rent expense	1,997	2,523	3,218	3,854	4,705	3,445	4,145
Total fixed charges	32,894	38,348	54,389	69,149	80,740	58,317	68,414
Ratio of earnings to fixed charges	3.08	4.14	4.57	4.98	5.67	5.23	4.37

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Exhibit 21

SUBSIDIARIES OF BEAZER

Subsidiary	State of Incorporation/Formation
Wholly Owned Subsidiaries of Beazer Homes USA, Inc.	
Beazer Homes Holdings Corp.	Delaware
Beazer Mortgage Corporation	Delaware
Homebuilders Title Services, Inc.	Delaware
Homebuilders Title Services of Virginia, Inc.	Virginia
Security Title Insurance Company	Vermont
Wholly Owned Subsidiaries of Beazer Homes Holdings Corp.	
April Corporation	Colorado
Beazer Allied Companies Holdings, Inc.	Delaware
Beazer General Services, Inc.	Delaware
Beazer Homes Corp.	Tennessee
Beazer Homes Sales, Inc.	Delaware
Beazer Homes Texas Holdings, Inc.	Delaware
Beazer Realty Los Angeles, Inc.	Delaware
Beazer Realty Sacramento, Inc.	Delaware
Beazer SPE, LLC	Georgia
Beazer Title Agency of Arizona, LLC	Arizona
Beazer Title Agency of Nevada, LLC	Arizona
Wholly Owned Subsidiaries of Beazer Homes Corp.	
Arden Park, LLC	Florida
Beazer Clarksburg, LLC	Maryland
Beazer Commercial Holdings, LLC	Delaware
Beazer Homes Investments, LLC	Delaware
Beazer Realty Corp.	Georgia
Beazer Realty, Inc.	New Jersey
Beazer/Squires Realty, Inc.	North Carolina
Wholly Owned Subsidiaries of Beazer Homes Investments, LLC	
Beazer Homes Indiana Holdings Corp.	Delaware
Beazer Realty Services, LLC	Delaware
Paragon Title, LLC	Indiana

Subsidiary	State of Incorporation/Formation	Ownership
Beazer Homes Indiana, LLP	Indiana	Beazer Homes Investments, LLC—98% Beazer Homes Indiana Holdings Corp.—1% Beazer Homes Corp.—1%
Beazer Homes Texas, LP	Delaware	Beazer Homes Texas Holdings, Inc.—1% Beazer Homes Corp—99%
BH Building Products, LP	Delaware	Beazer Homes Texas, LP—99% BH Procurement Services, LLC—1%
BH Procurement Services, LLC	Delaware	Beazer Homes Texas, LP—100%
Texas Lone Star Title, LP	Texas	Beazer Homes Sales, Inc.—99% Beazer Homes Texas Holdings, Inc.—1%
Trinity Homes, LLC	Indiana	Beazer Homes Investments, LLC—50% Beazer Homes Indiana, LLP—50%
United Home Insurance Corporation	Vermont	Beazer Homes Holdings Corp.—26.50% Beazer Homes Texas Holdings, Inc.—27.28% Beazer Homes Corp.—46.22%

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Exhibit 23.10

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement of Beazer Homes USA, Inc. on Form S-4 of our report dated November 5, 2004 (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the impact of the adoption of Financial Accounting Standards Board Interpretation No. 46) relating to the consolidated financial statements of Beazer Homes USA, Inc. and subsidiaries, appearing in the Annual Report on Form 10-K of Beazer Homes USA, Inc. for the year ended September 30, 2004 and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

DELOITTE & TOUCHE LLP
Atlanta, Georgia
August 3, 2005

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Exhibit 25.1

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE
Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2)

U.S. BANK NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall **Minneapolis, Minnesota** (Address of principal executive offices)	**55402** (Zip Code)

Richard Prokosch
U.S. Bank National Association
60 Livingston Avenue
St. Paul, MN 55107
(651) 495-3918
(Name, address and telephone number of agent for service)

Beazer Homes USA, Inc.
(Issuer with respect to the Securities)

Delaware (State or other jurisdiction of incorporation or organization)	**58-2086934** (I.R.S. Employer Identification No.)
1000 Abernathy Road **Suite 1200** **Atlanta, GA** (Address of Principal Executive Offices)	**30328** (Zip Code)

$6^{7}/_{8}$% Senior Notes Due 2015
(Title of the Indenture Securities)

FORM T-1

Item 1. **GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

Item 2. **AFFILIATIONS WITH OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*
None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. **LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.*
2. A copy of the certificate of authority of the Trustee to commence business.*
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers.*
4. A copy of the existing bylaws of the Trustee.*
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of March 31, 2005 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

---

* Incorporated by reference to Registration Number 333-67188.

NOTE

The answers to this statement insofar as such answers relate to what persons have been underwriters for any securities of the obligors within three years prior to the date of filing this statement, or what persons are owners of 10% or more of the voting securities of the obligors, or affiliates, are based upon information furnished to the Trustee by the obligors. While the Trustee has no reason to doubt the accuracy of any such information, it cannot accept any responsibility therefor.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of St. Paul, State of Minnesota on the 19th of July, 2005.

By: /s/ RICHARD PROKOSCH

Richard Prokosch
Vice President

By: /s/ BENJAMIN J. KRUEGER

Benjamin J. Krueger
Assistant Vice President

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: July 19, 2005

By: /s/ RICHARD PROKOSCH

Richard Prokosch
Vice President

By: /s/ BENJAMIN J. KRUEGER

Benjamin J. Krueger
Assistant Vice President

Exhibit 7

U.S. Bank National Association
Statement of Financial Condition
As of 3/31/2005

($000's)

		3/31/2005
Assets		
Cash and Due From Depository Institutions	$	8,894,661
Federal Reserve Stock		0
Securities		42,846,194
Federal Funds		2,861,316
Loans & Lease Financing Receivables		125,284,459
Fixed Assets		1,780,370
Intangible Assets		10,263,150
Other Assets		8,917,028
Total Assets	**$**	**197,847,178**
Liabilities		
Deposits	$	126,268,324
Fed Funds		10,290,860
Treasury Demand Notes		0
Trading Liabilities		144,277
Other Borrowed Money		27,701,315
Acceptances		91,307
Subordinated Notes and Debentures		6,814,193
Other Liabilities		6,028,535
Total Liabilities	**$**	**177,338,811**
Equity		
Minority Interest in Subsidiaries	$	1,022,821
Common and Preferred Stock		18,200
Surplus		11,792,288
Undivided Profits		7,675,058
Total Equity Capital	**$**	**20,508,367**
Total Liabilities and Equity Capital	**$**	**197,847,178**

To the best of the undersigned's determination, as of the date hereof, the above financial information is true and correct.

U.S. Bank National Association

By: /s/ RICHARD PROKOSCH

Vice President

Date: July 19, 2005

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Exhibit 99.1

LETTER OF TRANSMITTAL

Offer to Exchange
any and all outstanding
6.875% Senior Notes due July 15, 2015,
which are not registered under the Securities Act of 1933,
for any and all outstanding
6.875% Senior Notes due July 15, 2015,
which have been registered under the Securities Act of 1933,
of

BEAZER HOMES USA, INC.

PURSUANT TO THE PROSPECTUS DATED , 2005.

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2005, UNLESS EXTENDED (THE "EXPIRATION DATE"). ORIGINAL NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

The Exchange Agent for the Exchange Offer is:

U.S. Bank National Association

By Mail, Overnight Courier or Hand Delivery:

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS2N
St. Paul, MN 55107
Attention: Specialized Finance Department
Reference: Beazer Homes USA, Inc. Exchange

By Facsimile:

(651) 495-8158
Attention: Specialized Finance Department
Confirm by Telephone:
(800) 934-6802
Reference: Beazer Homes USA, Inc. Exchange

To confirm by telephone or for information:

(800) 934-6802
Reference: Beazer Homes USA, Inc. Exchange

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE OR OTHERWISE THAN AS PROVIDED ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. THE INSTRUCTIONS CONTAINED HEREIN SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is to be completed by holders of Original Notes (as defined below) either if Original Notes are to be forwarded herewith or if tenders of Original Notes are to be made by book-entry transfer to an account maintained by U.S. Bank National Association (the "Exchange Agent") at The Depository Trust Company ("DTC") pursuant to the procedures set forth in ***"The Exchange Offer—Exchange Offer Procedures"*** in the Prospectus.

Holders of Original Notes (i) whose certificates (the "Certificates") for such Original Notes are not immediately available or (ii) who cannot deliver their Original Notes, the Letter of Transmittal or any other required documents to the Exchange Agent prior to 5:00 p.m., New York City time, on the Expiration Date or (iii) who cannot complete the procedures for delivery by book-entry transfer prior to 5:00 p.m., New York City time, on the Expiration Date, must tender their Original Notes according to the guaranteed delivery procedures set forth in ***"The Exchange Offer—Guaranteed Delivery Procedures"*** in the Prospectus.

SEE INSTRUCTION 1. DELIVERY OF DOCUMENTS TO DTC DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT.

NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

ALL TENDERING HOLDERS COMPLETE THIS BOX:

DESCRIPTION OF ORIGINAL NOTES TENDERED

If blank, please print Name and Address of Registered Holder	Original Notes Tendered (Attach Additional List of Notes)		
	Certificate Number(s)*	Principal Amount of Original Notes	Principal Amount of Original Notes Tendered (If Less Than All)**
		Total Amount Tendered:	

* Need not be completed by book-entry holders.

** Original Notes may be tendered in whole or in part in denominations of $1,000 and integral multiples thereof. Unless otherwise indicated in this column, a holder will be deemed to have tendered ALL of the Original Notes held by such holder indicated in the corresponding column to the left of this column.

BOXES BELOW TO BE CHECKED BY ELIGIBLE INSTITUTIONS ONLY:

o **CHECK HERE IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC AND COMPLETE THE FOLLOWING:**

Name of Tendering Institution: _____

DTC Account No. _____ Transaction Code No. _____

o **CHECK HERE AND ENCLOSE A PHOTOCOPY OF THE NOTICE OF GUARANTEED DELIVERY IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:**

Name(s) of Registered Holder(s): _____

Window Ticket Number (if any): _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Institution which Guaranteed Delivery: _____

IF GUARANTEED DELIVERY IS TO BE MADE BY BOOK-ENTRY TRANSFER:

Name of Tendering Institution: _____

DTC Account No. _____ Transaction Code No. _____

o **CHECK HERE IF TENDERED BY BOOK-ENTRY TRANSFER AND NON-EXCHANGED ORIGINAL NOTES ARE TO BE RETURNED BY CREDITING THE DTC ACCOUNT NUMBER SET FORTH ABOVE.**

o **CHECK HERE IF YOU ARE A BROKER-DEALER WHO ACQUIRED THE ORIGINAL NOTES FOR ITS OWN ACCOUNT AS A RESULT OF MARKET MAKING OR OTHER TRADING ACTIVITIES (A "PARTICIPATING BROKER-DEALER") AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.**

Name: _____

Address: _____

Ladies and Gentlemen:

The undersigned hereby tenders to Beazer Homes USA, Inc., a Delaware corporation (the "Issuer"), the above described aggregate principal amount of the Issuer's 6.875% Senior Notes due July 15, 2015, which are not registered under the Securities Act of 1933 (the "Original Notes"), in exchange for a like aggregate principal amount of the Issuer's 6.875% Senior Notes due July 15, 2015, which have been registered under the Securities Act of 1933 (the "New Notes"), upon the terms and subject to the conditions set forth in the Prospectus, dated , 2005 (as the same may be amended or supplemented from time to time, the "Prospectus"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which, together with the Prospectus, constitute the "Exchange Offer").

Subject to and effective upon the acceptance for exchange of all or any portion of the Original Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby tenders, exchanges, sells, assigns and transfers to or upon the order of the Issuer all right, title and interest in and to such Original Notes as are being tendered herewith. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its agent and attorney-in-fact (with full knowledge that the Exchange Agent is also acting as agent of the Issuer in connection with the Exchange Offer) with respect to the tendered Original Notes, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), subject only to the right of withdrawal described in the Prospectus, to (i) deliver Certificates for Original Notes to the Issuer together with all accompanying evidences of transfer and authenticity to, or upon the order of, the Issuer, upon receipt by the Exchange Agent, as the undersigned's agent, of the New Notes to be issued in exchange for such Original Notes, (ii) present Certificates for such Original Notes for transfer, and to transfer the Original Notes on the books of the Issuer and (iii) receive for the account of the Issuer all benefits and otherwise exercise all rights of beneficial ownership of such Original Notes, all in accordance with the terms and conditions of the Exchange Offer.

THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT THE UNDERSIGNED HAS FULL POWER AND AUTHORITY TO TENDER, EXCHANGE, SELL, ASSIGN AND TRANSFER THE ORIGINAL NOTES TENDERED HEREBY AND THAT, WHEN THE SAME ARE ACCEPTED FOR EXCHANGE, THE ISSUER WILL ACQUIRE GOOD, MARKETABLE AND UNENCUMBERED TITLE THERETO, FREE AND CLEAR OF ALL LIENS, RESTRICTIONS, CHARGES AND ENCUMBRANCES, AND THAT THE ORIGINAL NOTES TENDERED HEREBY ARE NOT SUBJECT TO ANY ADVERSE CLAIMS OR PROXIES. THE UNDERSIGNED WILL, UPON REQUEST, EXECUTE AND DELIVER ANY ADDITIONAL DOCUMENTS DEEMED BY THE ISSUER OR THE EXCHANGE AGENT TO BE NECESSARY OR DESIRABLE TO COMPLETE THE EXCHANGE, ASSIGNMENT AND TRANSFER OF THE ORIGINAL NOTES TENDERED HEREBY, AND THE UNDERSIGNED WILL COMPLY WITH ITS OBLIGATIONS UNDER THE REGISTRATION RIGHTS AGREEMENTS, DATED AS OF JUNE 8, 2005 AND JULY 19, 2005 (THE "REGISTRATION RIGHTS AGREEMENTS"), AMONG THE ISSUER, THE GUARANTORS NAMED THEREIN AND THE INITIAL PURCHASERS NAMED THEREIN, FOR THE BENEFIT OF THE INITIAL PURCHASERS AND THE HOLDERS OF THE ORIGINAL NOTES. THE UNDERSIGNED HAS READ AND AGREES TO ALL OF THE TERMS OF THE EXCHANGE OFFER.

The name(s) and address(es) of the registered holder(s) of the Original Notes tendered hereby should be printed above, if they are not already set forth above, as they appear on the Certificates representing such Original Notes or, in the case of book-entry securities, on the relevant securities position listing. The Certificate number(s) and the Original Notes that the undersigned wishes to tender should be indicated in the appropriate boxes above.

If any tendered Original Notes are not exchanged pursuant to the Exchange Offer for any reason, or if Certificates are submitted for more Original Notes than are tendered or accepted for exchange, Certificates for such nonexchanged or nontendered Original Notes will be returned (or, in the case of Original Notes tendered by book-entry transfer, such Original Notes will be credited to an account maintained at DTC), without expense to the tendering holder, promptly following the expiration or termination of the Exchange Offer.

The undersigned understands that tenders of Original Notes pursuant to any one of the procedures described in ***"The Exchange Offer—Exchange Offer Procedures"*** in the Prospectus and in the instructions hereto will, upon the Issuer's acceptance for exchange of such tendered Original Notes, constitute a binding agreement between the undersigned and the Issuer upon the terms and subject to the conditions of the Exchange Offer. The undersigned recognizes that, under certain circumstances set forth in the Prospectus, the Issuer may not be required to accept for exchange any of the Original Notes tendered hereby.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, the undersigned hereby directs that the New Notes be issued in the name(s) of the undersigned or, in the case of a book-entry transfer of Original Notes, that such New Notes be credited to the account indicated above maintained at DTC. If applicable, substitute Certificates representing Original Notes not exchanged or not accepted for exchange will be issued to the undersigned or, in the case of a book-entry transfer of Original Notes, will be credited to the account indicated above maintained at DTC. Similarly, unless otherwise indicated under "Special Delivery Instructions," please deliver New Notes to the undersigned at the address shown below the undersigned's signature.

By tendering Original Notes and executing this Letter of Transmittal, the undersigned hereby represents and agrees that (i) any New Notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of its business, (ii) the undersigned has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act of 1933) of New Notes to be received in the Exchange Offer in violation of the provisions of the Securities Act of 1933, (iii) the undersigned is not an "affiliate" (as defined in Rule 405 under the Securities Act of 1933) of the Issuer or any of its subsidiaries, or, if the undersigned is an affiliate, the undersigned will comply with the registration and prospectus delivery requirements of the Securities Act of 1933 to the extent applicable, (iv) if the undersigned is not a broker-dealer, the undersigned is not engaged in, and does not intend to engage in, a distribution (within the meaning of the Securities Act of 1933) of such New Notes and (v) if the undersigned is a broker-dealer that received New Notes for its own account in the Exchange Offer, where such Original Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, such broker-dealer will deliver a Prospectus in connection with any resale of such New Notes (provided that, by so acknowledging and by delivering a prospectus, such broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933). See ***"The Exchange Offer—Terms of the Exchange Offer—Purpose of the Exchange Offer," "The Exchange Offer—Exchange Offer Procedures"*** and ***"Plan of Distribution"*** in the Prospectus.

The Issuer has agreed that, subject to the provisions of the Registration Rights Agreements, the Prospectus, as it may be amended or supplemented from time to time, may be used by a Participating Broker-Dealer in connection with resales of New Notes received in exchange for Original Notes, where such Original Notes were acquired by such Participating Broker-Dealer for its own account as a result of market-making activities or other trading activities, for a period ending 180 days of the Prospectus (subject to extension under certain limited circumstances described in the Prospectus) or, if earlier, when all such New Notes have been disposed of by such Participating Broker-Dealer. However, a Participating Broker-Dealer who intends to use the Prospectus in connection with the resale of New Notes received in exchange for Original Notes pursuant to the Exchange Offer must notify the Issuer, or cause the Issuer to be notified, on or prior to the Expiration Date, that it is a Participating Broker-

Dealer. Such notice may be given in the space provided herein for that purpose or may be delivered to the Exchange Agent at one of the addresses set forth in the Prospectus under ***"The Exchange Offer—Exchange Agent."*** In that regard, each Participating Broker-Dealer, by tendering such Original Notes and executing this Letter of Transmittal, agrees that, upon receipt of notice from the Issuer of the occurrence of (i) the request of the Securities and Exchange Commission for amendments or supplements to the Registration Statement or the Prospectus included therein, (ii) the issuance by the Securities and Exchange Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose, (iii) the receipt by the Issuer or its legal counsel of any notification with respect to the suspension of the qualification of the New Notes for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose or (iv) the happening of any event that requires the Issuer to make changes in the Registration Statement or the Prospectus in order that the Registration Statement or the Prospectus does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made), not misleading, such Participating Broker-Dealer shall suspend the use of such Prospectus, until the Issuer has promptly prepared and filed a post-effective amendment to the Registration Statement or a supplement to the related Prospectus and any other document required so that, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and has furnished an amended or supplemented Prospectus to the Participating Broker- Dealer or the Issuer has given notice that the sale of the New Notes may be resumed, as the case may be.

If the Issuer gives such notice to suspend the sale of the New Notes, it shall extend the 180-day period referred to above during which Participating Broker-Dealers are entitled to use the Prospectus in connection with the resale of New Notes by the number of days in the period from and including the date of the giving of such notice to and including the date when the Issuer shall have made available to Participating Broker-Dealers copies of the supplemented or amended Prospectus necessary to resume resales of the New Notes or to and including the date on which the Issuer has given notice that the use of the applicable Prospectus may be resumed, as the case may be.

Holders of New Notes on the relevant record date for the first interest payment date following the consummation of the exchange offer will receive interest accruing from June 8, 2005. Such interest will be paid with the first interest payment on the New Notes on January 15, 2006.

All authority herein conferred or agreed to be conferred in this Letter of Transmittal shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, legal representatives, successors and assigns of the undersigned. Except as stated in the Prospectus, this tender is irrevocable.

HOLDER(S) SIGN HERE
(SEE INSTRUCTIONS 1,2, 5 AND 6)
(PLEASE COMPLETE SUBSTITUTE FORM W-9 BELOW)

(NOTE: SIGNATURE(S) MUST BE GUARANTEED IF REQUIRED BY INSTRUCTION 2)

Must be signed by registered holder(s) exactly as name(s) appear(s) on Certificate(s) for the Original Notes hereby tendered or on a security position listing, or by any person(s) authorized to become the registered holder(s) by endorsements and documents transmitted herewith (including such opinions of counsel, certifications and other information as may be required by the Issuer or the Trustee for the Original Notes to comply with the restrictions on transfer applicable to the Original Notes). If the signature is by an attorney-in-fact, executor, administrator, trustee, guardian, officer of a corporation or another acting in a fiduciary capacity or representative capacity, please set forth the signer's full title. See Instruction 5.

(SIGNATURE(S) OF HOLDER(S))

Signature(s): _____ Dated: _____ , 2005

Name(s): _____

(Please Print)

Address: _____

(Include Zip Code)

Area Code and Telephone Number: _____

TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER(S)

GUARANTEE OF SIGNATURE(S)
(SEE INSTRUCTIONS 2 AND 5)

Authorized Signature: _____

Name: _____

(Please Print)

Date: _____ , 2005

Capacity or Title: _____

Name of Firm: _____

Address: _____

(Include Zip Code)

Area Code and Telephone Number: _____

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 1, 5 AND 6)

To be completed ONLY if the New Notes are to be issued in the name of someone other than the registered holder of the Original Notes whose name(s) appear(s) above:

Issue New Notes to:

Name: _____

(Please Print)

Address: _____

_____

(Include Zip Code)

_____

(Taxpayer Identification or Social Security No.)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 5 AND 6)

To be completed ONLY if the New Notes are to be delivered to someone other than the registered holder of the Original Notes whose name(s) appear(s) above, or to such registered holder(s) at an address other than that shown above.

Mail New Notes to:

Name: _____

(Please Print)

Address: _____

_____

(Include Zip Code)

_____

(Taxpayer Identification or Social Security No.)

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. ***Delivery of Letter of Transmittal and Certificates; Guaranteed Delivery Procedures***. This Letter of Transmittal is to be completed either if (a) Certificates are to be forwarded herewith or (b) tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in ***"The Exchange Offer—Exchange Offer Procedures"*** in the Prospectus. Certificates, or timely confirmation of a book-entry transfer of such Original Notes into the Exchange Agent's account at DTC, as well as a Letter of Transmittal (or manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message in the case of a book-entry delivery, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at one of its addresses set forth herein prior to 5:00 p.m., New York City time, on the Expiration Date. Original Notes may be tendered in whole or in part in the principal amount of $1,000 and integral multiples thereof.

Holders who wish to tender their Original Notes and (i) whose Certificate of such Original Notes are not immediately available or (ii) who cannot deliver their Original Notes, the Letter of Transmittal or any other required documents to the Exchange Agent prior to 5:00 p.m., New York City time, on the Expiration Date or (iii) who cannot complete the procedures for delivery by book-entry transfer prior to 5:00 p.m., New York City time, on the Expiration Date, must tender their Original Notes by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in ***"The Exchange Offer—Guaranteed Delivery Procedures"*** in the Prospectus. Pursuant to such procedures: (i) such tender must be made by or through an Eligible Guarantor Institution (as defined below); (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by the Issuer, must be received by the Exchange Agent prior to 5:00 p.m., New York City time, on the Expiration Date; and (iii) the Certificates (or a book-entry confirmation (as defined in the Prospectus)) representing all tendered Original Notes, in proper form for transfer, together with a Letter of Transmittal (or manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message in the case of a book-entry delivery, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent within three business days after the Expiration Date, all as provided in ***"The Exchange Offer—Guaranteed Delivery Procedures"*** in the Prospectus.

The Notice of Guaranteed Delivery may be delivered by hand, overnight courier or mail or transmitted by facsimile to the Exchange Agent, and must include a guarantee by an Eligible Guarantor Institution in the form set forth in such Notice. For Original Notes to be properly tendered pursuant to the guaranteed delivery procedure, the Exchange Agent must receive a Notice of Guaranteed Delivery prior to 5:00 p.m., New York City time, on the Expiration Date. As used herein and in the Prospectus, "Eligible Guarantor Institution" means a firm or other entity identified in Rule 17Ad-15 under the Exchange Act as "an eligible guarantor institution," including (as such terms are defined therein) (i) a bank; (ii) a broker, dealer, municipal securities broker or dealer or government securities broker or dealer; (iii) a credit union; (iv) a national securities exchange, registered securities association or clearing agency; or (v) a savings association.

THE METHOD OF DELIVERY OF CERTIFICATES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS IS AT THE OPTION AND SOLE RISK OF THE TENDERING HOLDER AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE EXCHANGE AGENT. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, OR OVERNIGHT OR HAND DELIVERY SERVICE IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

The Issuer will not accept any alternative, conditional or contingent tenders. Each tendering holder, by executing a Letter of Transmittal (or manually signed facsimile thereof), waives any right to receive any notice of the acceptance of such tender.

2. ***Guarantee of Signatures.*** No signature guarantee on this Letter of Transmittal is required if:

(i) this Letter of Transmittal is signed by the registered holder (which term, for purposes of this document, shall include any participant in DTC whose name appears on the relevant security position listing as the owner of the Original Notes) of Original Notes tendered herewith, unless such holder(s) has completed either the box entitled "Special Issuance Instructions" or the box entitled "Special Delivery Instructions" above, or

(ii) such Original Notes are tendered for the account of a firm that is an Eligible Guarantor Institution.

In all other cases, an Eligible Guarantor Institution must guarantee the signature(s) on this Letter of Transmittal. See Instruction 5.

3. ***Inadequate Space.*** If the space provided in the box captioned "Description of Original Notes" is inadequate, the Certificate number(s) and/or the aggregate principal amount of Original Notes and any other required information should be listed on a separate signed schedule which is attached to this Letter of Transmittal.

4. ***Partial Tenders and Withdrawal Rights.*** Tenders of Original Notes will be accepted only in the principal amount of $1,000 and integral multiples thereof. If less than all the Original Notes evidenced by any Certificate submitted are to be tendered, fill in the principal amount of Original Notes which are to be tendered in the box entitled "Principal Amount of Original Notes Tendered (if less than all)." In such case, new Certificate(s) for the remainder of the Original Notes that were evidenced by your old Certificate(s) will only be sent to the holder of the Original Notes, or such other party as you identify in the box captioned "Special Delivery Instructions" promptly after the Expiration Date. All Original Notes represented by Certificates delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated.

Except as otherwise provided herein, tenders of Original Notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date. In order for a withdrawal to be effective on or prior to that time, a written, telegraphic, telex or facsimile transmission of such notice of withdrawal must be timely received by the Exchange Agent at one of its addresses set forth above or in the Prospectus prior to 5:00 p.m., New York City time, on the Expiration Date. Any such notice of withdrawal must specify the name of the person who tendered the Original Notes to be withdrawn, the aggregate principal amount of Original Notes to be withdrawn, and (if Certificates for Original Notes have been tendered) the name of the registered holder of the Original Notes as set forth on the Certificate for the Original Notes, if different from that of the person who tendered such Original Notes. If Certificates for the Original Notes have been delivered or otherwise identified to the Exchange Agent, then prior to the physical release of such Certificates for the Original Notes, the tendering holder must submit the serial numbers shown on the particular Certificates for the Original Notes to be withdrawn and the signature on the notice of withdrawal must be guaranteed by an Eligible Guarantor Institution, except in the case of Original Notes tendered for the account of an Eligible Guarantor Institution. If Original Notes have been tendered pursuant to the procedures for delivery by book-entry transfer set forth in ***"The Exchange Offer—Exchange Offer Procedures,"*** in the Prospectus, the notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawal of Original Notes, in which case a notice of withdrawal will be effective if delivered to the Exchange Agent by written, telegraphic, telex or facsimile transmission. Withdrawals of tenders of Original Notes may not be rescinded. Original Notes properly withdrawn will not be deemed validly tendered for purposes of the Exchange Offer, but may be retendered at any subsequent time

prior to 5:00 p.m., New York City time, on the Expiration Date by following any of the procedures described in the Prospectus under ***"The Exchange Offer—Exchange Offer Procedures."***

All questions as to the validity, form and eligibility (including time of receipt) of such withdrawal notices will be determined by the Issuer, in its sole discretion, whose determination shall be final and binding on all parties. Neither the Issuer, any affiliates or assigns of the Issuer, the Exchange Agent nor any other person shall be under any duty to give any notification of any irregularities in any notice of withdrawal or incur any liability for failure to give any such notification. Any Original Notes which have been tendered but which are withdrawn will be returned to the holder thereof without cost to such holder promptly after withdrawal.

5. ***Signatures on Letter of Transmittal, Assignments and Endorsements.*** If this Letter of Transmittal is signed by the registered holder(s) of the Original Notes tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the Certificate(s) or, in the case of book-entry securities, on the relevant security position listing) without alteration, enlargement or any change whatsoever.

If any of the Original Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Original Notes are registered in different name(s) on several Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or manually signed facsimiles thereof) as there are different registrations of Certificates.

If this Letter of Transmittal or any Certificates or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and must submit proper evidence satisfactory to the Issuer, in its sole discretion, of such persons' authority to so act.

When this Letter of Transmittal is signed by the registered owner(s) of the Original Notes listed and transmitted hereby, no endorsement(s) of Certificate(s) or separate bond power(s) are required unless New Notes are to be issued in the name of a person other than the registered holder(s). Signature(s) on such Certificate(s) or bond power(s) must be guaranteed by an Eligible Guarantor Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Original Notes listed, the Certificates must be endorsed or accompanied by appropriate bond powers, signed exactly as the name or names of the registered owner(s) appear(s) on the Certificates, and also must be accompanied by such opinions of counsel, certifications and other information as the Issuer or the Trustee for the Original Notes may require in accordance with the restrictions on transfer applicable to the Original Notes. Signatures on such Certificates or bond powers must be guaranteed by an Eligible Guarantor Institution.

6. ***Special Issuance and Delivery Instructions.*** If New Notes are to be issued in the name of a person other than the signer of this Letter of Transmittal, or if New Notes are to be sent to someone other than the signer of this Letter of Transmittal or to an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Certificates for Original Notes not exchanged will be returned by mail or, if tendered by book-entry transfer, by crediting the account indicated above maintained at DTC. See Instruction 4.

7. ***Irregularities.*** The Issuer determines, in its sole discretion, all questions as to the form of documents, validity, eligibility (including time of receipt) and acceptance for exchange of any tender of Original Notes, which determination shall be final and binding on all parties. The Issuer reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance of which, or exchange for, may, in the view of counsel to the Issuer, be unlawful. The Issuer also

reserves the absolute right, subject to applicable law, to waive any of the conditions of the Exchange Offer set forth in the Prospectus under ***"The Exchange Offer —Conditions"*** or any conditions or irregularity in any tender of Original Notes of any particular holder whether or not similar conditions or irregularities are waived in the case of other holders. The Issuer's interpretation of the terms and conditions of the Exchange Offer (including this Letter of Transmittal and the instructions hereto) will be final and binding. No tender of Original Notes will be deemed to have been validly made until all irregularities with respect to such tender have been cured or waived. Neither the Issuer, any affiliates or assigns of the Issuer, the Exchange Agent, nor any other person shall be under any duty to give notification of any irregularities in tenders or incur any liability for failure to give such notification.

8. ***Questions, Requests for Assistance and Additional Copies.*** Questions and requests for assistance may be directed to the Exchange Agent at one of its addresses and telephone number set forth on the front of this Letter of Transmittal. Additional copies of the Prospectus, the Notice of Guaranteed Delivery and the Letter of Transmittal may be obtained from the Exchange Agent or from your broker, dealer, commercial bank, trust company or other nominee.

9. ***28% Backup Withholding; Substitute Form W-9.*** Under U.S. Federal income tax law, a U.S. holder whose tendered Original Notes are accepted for exchange is required to provide the Exchange Agent with such U.S. holder's correct taxpayer identification number ("TIN") on Substitute Form W-9 below. If the Exchange Agent is not provided with the correct TIN, the Internal Revenue Service (the "IRS") may subject the U.S. holder or other payee to a $50 penalty. In addition, payments to such U.S. holders or other payees with respect to Original Notes exchanged pursuant to the Exchange Offer may be subject to a 28% (in 2005) backup withholding.

The box in Part 2 of the Substitute Form W-9 may be checked if the tendering U.S. holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part 2 is checked, the U.S. holder or other payee must also complete the Certificate of Awaiting Taxpayer Identification Number below in order to avoid backup withholding. Notwithstanding that the box in Part 2 is checked and the Certificate of Awaiting Taxpayer Identification Number is completed, the Exchange Agent will withhold 28% of all payments made prior to the time a properly certified TIN is provided to the Exchange Agent. The Exchange Agent will retain such amounts withheld during the 60 day period following the date of the Substitute Form W-9. If the U.S. holder furnishes the Exchange Agent with its TIN within 60 days after the date of the Substitute Form W-9, the amounts retained during the 60 day period will be remitted to the U.S. holder and no further amounts shall be retained or withheld from payments made to the U.S. holder thereafter. If, however, the U.S. holder has not provided the Exchange Agent with its TIN within such 60 day period, amounts withheld will be remitted to the IRS as backup withholding. In addition, 28% of all payments made thereafter will be withheld and remitted to the IRS until a correct TIN is provided.

The U.S. holder is required to give the Exchange Agent the TIN (e.g., social security number or employer identification number) of the registered owner of the Original Notes or of the last transferee appearing on the transfers attached to, or endorsed on, the Original Notes. If the Original Notes are registered in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which number to report.

Certain U.S. holders (including, (1) an organization exempt from tax under Section 501(a), any IRA, or a custodial account under Section 403(b)(7) if the account satisfies the requirements of Section 401(f)(2); (2) the United States or any of its agencies or instrumentalities; (3) a state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities; (4) a foreign government or any of its political subdivisions, agencies or instrumentalities; (5) an international organization or any of its agencies or instrumentalities; (6) a corporation; (7) a foreign central bank of issue; (8) a dealer in securities or commodities required to

register in the U.S., the District of Columbia or a possession of the U.S.; (9) a futures commission merchant registered with the Commodity Futures Trading Commission; (10) a REIT; (11) an entity registered at all times during the tax year under the Investment Company Act of 1940; (12) a common trust fund operated by a bank under Section 584(a); (13) a financial institution; (14) a middleman known in the investment community as a nominee or custodian; or (15) a trust exempt from tax under Section 664 or described in Section 4947) may not be subject to these backup withholding and reporting requirements. Such U.S. holders should nevertheless complete the attached Substitute Form W-9 below, and check the box "Exempt from backup withholding" provided on Substitute Form W-9, to avoid possible erroneous backup withholding. A foreign person may qualify as an exempt recipient by submitting a properly completed IRS Form W-8 BEN, signed under penalties of perjury, attesting to that U.S. holder's exempt status.

Backup withholding is not an additional U.S. Federal income tax. Rather, the U.S. Federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained.

10. ***Lost, Destroyed or Stolen Certificates.*** If any Certificate(s) representing Original Notes has been lost, destroyed or stolen, the holder should promptly notify the Exchange Agent. The holder will then be instructed as to the steps that must be taken in order to replace the Certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen Certificate(s) have been followed.

11. ***Security Transfer Taxes.*** Holders who tender their Original Notes for exchange will not be obligated to pay any transfer taxes in connection therewith. If, however, New Notes are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the Original Notes tendered, or if a transfer tax is imposed for any reason other than the exchange of Original Notes in connection with the Exchange Offer, then the amount of any such transfer tax (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the Letter of Transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR MANUALLY SIGNED FACSIMILE THEREOF) AND ALL OTHER REQUIRED DOCUMENTS MUST BE RECEIVED BY THE EXCHANGE AGENT PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

TO BE COMPLETED BY ALL TENDERING NOTEHOLDERS
(SEE INSTRUCTION 9)

PAYERS NAME: U.S. Bank National Association

Name:

Business name, if different from above:

Check appropriate box:o Individual/ sole proprietoro Corporationo Partnershipo Othero Exempt from backup withholding

Address (number, street and apt. or suite no.):

City, state and ZIP code:

List account number(s) here (optional):

SUBSTITUTE
Form W-9
Department of the Treasury,
Internal Revenue Service

PART 1—PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW

Social Security Number
OR
Employer Identification Number

Payer's Request for Taxpayer Identification Number ("TIN") and Certification

CERTIFICATE—UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT:
(1) the number on this form is my correct Taxpayer Identification Number (or that I am waiting for a number to be issued to me).

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to withholding.

(3) I am a U.S. person (including a U.S. resident alien).

CERTIFICATION INSTRUCTIONS—YOU MUST CROSS OUT ITEM (2) ABOVE IF YOU HAVE BEEN NOTIFIED BY THE IRS THAT YOU ARE CURRENTLY SUBJECT TO BACKUP WITHHOLDING BECAUSE OF UNDER-REPORTING INTEREST OR DIVIDENDS ON YOUR TAX RETURN. HOWEVER, IF AFTER BEING NOTIFIED BY THE IRS THAT YOU WERE SUBJECT TO BACKUP WITHHOLDING, YOU RECEIVED ANOTHER NOTIFICATION FROM THE IRS THAT YOU ARE NO LONGER SUBJECT TO BACKUP WITHHOLDING, DO NOT CROSS OUT ITEM (2).

SIGNATURE _____ DATE: _____, 2005 **PART 2**—AWAITING TIN o

NOTE: **FAILURE TO COMPLETE AND RETURN THIS FORM MAY IN CERTAIN CIRCUMSTANCES RESULT IN BACKUP WITHHOLDING OF 28% (in 2005) OF ANY AMOUNTS PAID TO YOU PURSUANT TO THE EXCHANGE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.**

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 2 OF SUBSTITUTE FORM W-9.

CERTIFICATION OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a Taxpayer Identification Number has not been issued to me, and either (1) I have mailed or delivered an application to receive a Taxpayer Identification Number to the appropriate Internal Revenue Service Center or Social Security Administrative Office or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a Taxpayer Identification Number by the time of payment, 28% of all payments made to me on account of the New Notes shall be retained until I provide a Taxpayer Identification Number to the Exchange Agent and that, if I do not provide my Taxpayer Identification Number within 60 days, such retained amounts shall be remitted to the Internal Revenue Service as backup withholding and 28% of all reportable payments made to me thereafter will be withheld and remitted to the Internal Revenue Service until I provide a Taxpayer Identification Number:

Signature _____ Date _____ , 2005

QuickLinks

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Exhibit 99.2

Offer to Exchange
6.875% Senior Notes due July 15, 2015,
which are not registered under the Securities Act of 1933,
for any and all outstanding
6.875% Senior Notes due July 15, 2015,
which have been registered under the Securities Act of 1933,
of
BEAZER HOMES USA, INC.

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2005, UNLESS EXTENDED (THE "EXPIRATION DATE"). ORIGINAL NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

To Our Clients:

We are enclosing herewith a Prospectus, dated , 2005 (the "Prospectus"), of Beazer Homes USA, Inc., a Delaware corporation (the "Issuer"), and the related Letter of Transmittal (which, together with the Prospectus, constitute the "Exchange Offer") relating to the offer by the Issuer to exchange its 6.875% Senior Notes due July 15, 2015, which have been registered under the Securities Act of 1933 (the "New Notes"), for a like principal amount of its issued and outstanding 6.875% Senior Notes due July 15, 2015, which are not registered under the Securities Act of 1933 (the "Original Notes"), upon the terms and subject to the conditions set forth in the Exchange Offer.

The Exchange Offer is not conditioned upon any minimum number of Original Notes being tendered.

We are the holder of record of Original Notes held by us for your own account. A tender of such Original Notes can be made only by us as the record holder and pursuant to your instructions. The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Original Notes held by us for your account.

We request instructions as to whether you wish to tender any or all of the Original Notes held by us for your account pursuant to the terms and conditions of the Exchange Offer. We also request that you confirm that we may on your behalf make the representations contained in the Letter of Transmittal.

Pursuant to the Letter of Transmittal, each holder of Original Notes will represent to the Issuer that (i) any New Notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of its business, (ii) the holder has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act of 1933) of New Notes to be received in the Exchange Offer in violation of the provisions of the Securities Act of 1933, (iii) the holder is not an "affiliate" (as defined in Rule 405 under the Securities Act of 1933) of the Issuer or any of its subsidiaries, or, if the holder is an affiliate, the holder will comply with the registration and prospectus delivery requirements of the Securities Act of 1933 to the extent applicable, (iv) if the holder is not a Broker-Dealer, the holder is not engaged in, and does not intend to engage in, a distribution (within the meaning of the Securities Act of 1933) of such New Notes and (v) if the holder is a Broker-Dealer that received New Notes for its own account in the Exchange Offer, where such Original Notes were acquired by such Broker-Dealer as a result of market-making activities or other trading activities, such Broker-Dealer will deliver a Prospectus in connection with any resale of such New Notes (by so acknowledging and delivering a prospectus meeting the requirements of the Securities Act of 1933 in connection with any resale of such New Notes, the holder is not deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933).

Instructions with Respect to the Exchange Offer

The undersigned hereby acknowledges receipt of the Prospectus and the accompanying Letter of Transmittal relating to the exchange of the Issuer's 6.875% Senior Notes due July 15, 2015, which have been registered under the Securities Act of 1933 (the "New Notes"), for a like principal amount of issued and outstanding 6.875% Senior Notes due July 15, 2015 (the "Original Notes"), upon the terms and subject to the conditions set forth in the Exchange Offer.

This will instruct you, the registered holder and/or book-entry transfer facility participant, as to the action to be taken by you relating to the Exchange Offer with respect to the Original Notes held by you for the account of the undersigned.

The aggregate face amount of the Original Notes held by you for the account of the undersigned is (fill in an amount):

$ of the 6.875% Senior Notes due July 15, 2015

With respect to the Exchange Offer, the undersigned hereby instructs you (**check appropriate box**):

o To tender the following Original Notes held by you for the account of the undersigned (**insert amount of Original Notes to be tendered (if any)**):

$ of the 6.875% Senior Notes due July 15, 2015

o Not to tender any Original Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Original Notes held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner, including but not limited to the representations, that (i) any New Notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of its business, (ii) the undersigned has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act of 1933) of New Notes to be received in the Exchange Offer in violation of the provisions of the Security Act of 1933, (iii) the undersigned is not an "affiliate" (as defined in Rule 405 under the Securities Act of 1933) of the Issuer or any of its subsidiaries, or, if the undersigned is an affiliate, the undersigned will comply with the registration and prospectus delivery requirements of the Securities Act of 1933 to the extent applicable, (iv) if the undersigned is not a Broker-Dealer, the undersigned is not engaged in, and does not intend to engage in, a distribution (within the meaning of the Securities Act of 1933) of such New Notes and (v) if the undersigned is a Broker-Dealer that received New Notes for its own account in the Exchange Offer, where such Original Notes were acquired by such Broker-Dealer as a result of market-making activities or other trading activities, such Broker-Dealer will deliver a Prospectus in connection with any resale of such New Notes (by so acknowledging and delivering a prospectus meeting the requirements of the Securities Act of 1933 in connection with any resale of such New Notes, the undersigned is not deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933).

Name of beneficial owner(s):

Signature(s):

Name(s) (please print):

Address:

Telephone Number:

Taxpayer Identification or Social Security Number:

Date:

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Exhibit 99.3

Offer to Exchange
6.875% Senior Notes due July 15, 2015,
which are not registered under the Securities Act of 1933,
for any and all outstanding
6.875% Senior Notes due July 15, 2015,
which have been registered under the Securities Act of 1933,
of
BEAZER HOMES USA, INC.

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2005, UNLESS EXTENDED (THE "EXPIRATION DATE"). ORIGINAL NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

To Registered Holders and The Depository Trust Company Participants:

We are enclosing herewith the materials listed below relating to the offer by Beazer Homes USA, Inc., a Delaware corporation (the "Issuer"), to exchange its 6.875% Senior Notes due July 15, 2015, which have been registered under the Securities Act of 1933 (the "New Notes"), for a like principal amount of its issued and outstanding 6.875% Senior Notes due July 15, 2015, which are not registered under the Securities Act of 1933 (the "Original Notes"), upon the terms and subject to the conditions set forth in the Issuer's Prospectus, dated , 2005 (the "Prospectus") and the related Letter of Transmittal (which, together with the Prospectus constitute the "Exchange Offer").

Enclosed herewith are copies of the following documents:

1. Prospectus;
2. Letter of Transmittal;
3. Notice of Guaranteed Delivery; and
4. Letter which may be sent to your clients for whose account you hold Original Notes in your name or in the name of your nominee, with space provided for obtaining such client's instruction with regard to the Exchange Offer.

We urge you to contact your clients promptly. Please note that the Exchange Offer will expire on 5:00 p.m., New York City time, on the Expiration Date unless extended.

The Exchange Offer is not conditioned upon any minimum number of Original Notes being tendered.

The Issuer will not pay any fee or commissions to any broker or dealer or to any other persons (other than the Exchange Agent) in connection with the solicitation of tenders of Original Notes pursuant to the Exchange Offer. The Company will pay or cause to be paid any transfer taxes payable on the transfer of Original Notes to it, except as otherwise provided in Instruction 11 of the enclosed Letter of Transmittal.

Additional copies of the enclosed material may be obtained from the Exchange Agent.

QuickLinks

Offer to Exchange 6.875% Senior Notes due July 15, 2015, which are not registered under the Securities Act of 1933, for any and all outstanding 6.875% Senior Notes due July 15, 2015, which have been registered under the Securities Act of 1933, of BEAZER HOMES USA, INC.

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Exhibit 99.4

NOTICE OF GUARANTEED DELIVERY

Offer to Exchange
6.875% Senior Notes due July 15, 2015,
which are not registered under the Securities Act of 1933,
for any and all outstanding
6.875% Senior Notes due July 15, 2015,
which have been registered under the Securities Act of 1933,
of
BEAZER HOMES USA, INC.

This Notice of Guaranteed Delivery, or one substantially equivalent to this form, must be used to accept the Exchange Offer (as defined below) if (i) certificates for the Issuer's (as defined below) 6.875% Senior Notes due July 15, 2015 (the "Original Notes") are not immediately available, (ii) Original Notes, the Letter of Transmittal or any other required documents cannot be delivered to U.S. Bank National Association (the "Exchange Agent") prior to 5:00 p.m., New York City time, on the Expiration Date (as defined below) or (iii) the procedures for delivery by book-entry transfer cannot be completed prior to 5:00 p.m., New York City time, on the Expiration Date (as defined below). This Notice of Guaranteed Delivery may be delivered by hand, overnight courier or mail, or transmitted by facsimile transmission, to the Exchange Agent. See "The Exchange Offer—Guaranteed Delivery Procedures" in the Prospectus (as defined below).

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2005 UNLESS EXTENDED (THE "EXPIRATION DATE"). ORIGINAL NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

The Exchange Agent for the Exchange Offer is:

U.S. Bank National Association

By Mail, Overnight Courier or Hand Delivery:

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS2N
St. Paul, MN 55107
Attention: Specialized Finance Department
Reference: Beazer Homes USA, Inc. Exchange

By Facsimile:

(651) 495-8158
Attention: Specialized Finance Department
Confirm by Telephone:
(800) 934-6802
Reference: Beazer Homes USA, Inc. Exchange

To confirm by telephone or for information:

(800) 934-6802
Reference: Beazer Homes USA, Inc. Exchange

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF THIS NOTICE OF GUARANTEED DELIVERY VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE OR OTHERWISE THAN AS PROVIDED ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THIS NOTICE OF GUARANTEED DELIVERY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN "ELIGIBLE GUARANTOR INSTITUTION" UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE LETTER OF TRANSMITTAL.

THE GUARANTEE ON THE NEXT PAGE MUST BE COMPLETED.

Ladies and Gentlemen:

The undersigned hereby tenders to Beazer Homes USA, Inc., a Delaware corporation (the "Issuer"), upon the terms and subject to the conditions set forth in the Prospectus, dated , 2005 (as the same may be amended or supplemented from time to time, the "Prospectus"), and the related Letter of Transmittal (which, together with the Prospectus, constitute the "Exchange Offer"), receipt of which is hereby acknowledged, the aggregate principal amount of Original Notes set forth below pursuant to the guaranteed delivery procedures set forth in the Prospectus under the caption "***The Exchange Offer—Guaranteed Delivery Procedures***." All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned, and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

6.875% Senior Notes due July 15, 2015

Aggregate Principal Amount Tendered:* _____

Name(s) of Registered Holder(s): _____

Certificate No.(s) (if available): _____

Addresses: _____

If Original Notes will be tendered by book-entry transfer, provide the following information:
DTC Account Number: _____

Area Code and
Telephone Number(s): _____

Signatures: _____

* Original Notes may be tendered in whole or in part in denominations of $1,000 and integral multiples thereof. Unless otherwise indicated here, a holder will be deemed to have tendered ALL of the Original Notes held by such holder.

GUARANTEE
(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a firm or other entity identified in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, as an "eligible guarantor institution," including (as such terms are defined therein): (i) a bank; (ii) a broker, dealer, municipal securities broker, municipal securities dealer, government securities broker, government securities dealer; (iii) a credit union; (iv) a national securities exchange, registered securities association or clearing agency; or (v) a savings association (each, an "Eligible Guarantor Institution"), hereby guarantees to deliver to the Exchange Agent, at one of its addresses set forth above, either the Original Notes tendered hereby in proper form for transfer, or confirmation of the book-entry transfer of such Original Notes to the Exchange Agent's account at The Depository Trust Company ("DTC"), pursuant to the procedures for book-entry transfer set forth in the Prospectus, in either case together with one or more properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof), or an Agent's Message in the case of a book-entry delivery, and any other required documents within three New York Stock Exchange trading days after the date of execution of this Notice of Guaranteed Delivery.

The undersigned acknowledges that it must deliver the Letter of Transmittal and the Original Notes tendered hereby to the Exchange Agent within the time period set forth above, and that failure to do so could result in a financial loss to the undersigned.

Name of Firm: _____

Address: _____

Area Code and Telephone Number: _____

_____

(Authorized Signature)

Title: _____

Name: _____

(Please type or print)

Date: _____

NOTE: DO NOT SEND ORIGINAL NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. ACTUAL SURRENDER OF ORIGINAL NOTES MUST BE MADE PURSUANT TO, AND BE ACCOMPANIED BY, A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS.

INSTRUCTIONS FOR NOTICE OF GUARANTEED DELIVERY

1. ***Delivery of this Notice of Guaranteed Delivery***. A properly completed and duly executed copy of this Notice of Guaranteed Delivery and any other documents required by this Notice of Guaranteed Delivery must be received by the Exchange Agent at its address set forth herein prior to 5:00 p.m., New York City time, on the Expiration Date. The method of delivery of this Notice of Guaranteed Delivery and any other required documents to the Exchange Agent is at the election and sole risk of the holder, and the delivery will be deemed made only when actually received by the Exchange Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. As an alternative to delivery by mail, the holders may wish to consider using an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure timely delivery. For a description of the guaranteed delivery procedures, see Instruction 1 of the Letter of Transmittal.

2. ***Signatures on this Notice of Guaranteed Delivery***. If this Notice of Guaranteed Delivery is signed by the registered holder(s) of the Original Notes, the signature must correspond with the name(s) written on the face of the Original Notes without alteration, enlargement, or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a participant of the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of the Original Notes, the signature must correspond with the name shown on the security position listing as the owner of the Original Notes.

If this Notice of Guaranteed Delivery is signed by a person other than the registered holder(s) of any Original Notes listed or a participant of the Book-Entry Transfer Facility, this Notice of Guaranteed Delivery must be accompanied by appropriate bond powers, signed as the name of the registered holder(s) appears on the Original Notes or signed as the name of the participant shown on the Book-Entry Transfer Facility's security position listing.

3. ***Requests for Assistance or Additional Copies***. Questions and requests for assistance for additional copies of the Prospectus may be directed to the Exchange Agent at the address specified in the Prospectus. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

NOTE: DO NOT SEND ORIGINAL NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. ACTUAL SURRENDER OF ORIGINAL NOTES MUST BE MADE PURSUANT TO, AND BE ACCOMPANIED BY, A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS.

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