

**Mira Lagos Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Policy for Priority of Payments

WHEREAS, Mira Lagos Homeowners Association, Inc. (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; A-2B - Document No. 20020327000445320, Cabinet A, Slide 11516, 11517; E-1A - Slide 11600, 11601, Cabinet A; G-1 – Slide 11844. Lots in Mira Lagos are subject to the Declaration of Covenants, Conditions & Restrictions for Chapel Creek Homeowners Association, recorded on October 29, 2002 as Document Number 202307561 in the Real Property Records, Tarrant County, Texas. Additional filings are; Annexation and Covenants recorded on April 30, 2004 as Document Number 0204131697; Supplement Declaration for Mira Lagos, recorded on July 2, 2004 as Document Number D204210300 in the Real Property Records, Tarrant County, Texas. **The Association wishes to adopt reasonable guidelines for priority of payments for the Association for delinquent regular or special assessments or any other amount owed to the Association; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached priority of payment policy has been established by the Board and is to be recorded with the Real Property Records.

Mira Lagos Homeowners Association, INC.
3025 S. Camino Lagos
Grand Prairie, TX 75054

Policy for Priority of Payments

WHEREAS, the Board of Directors (the “Board”) of *Mira Lagos Homeowners Association, INC.* (the “Association”) wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.0063 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.0063 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for Priority of Payments is established by the Board:

- A. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner’s debt in the following order of priority:
 1. any delinquent assessment;
 2. any current assessment;
 3. any attorney’s fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 4. any attorney’s fees incurred by the association that are not subject to Subsection (3) above;
 5. any fines assessed by the Association;
 6. any other amount owed to the Association.

- B. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the owner’s debt in the following order of priority:

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES
3102 OAK LAWN AVE STE 202
DALLAS, TX 75219

Submitter: MIRA LAGOS HOMEOWNERS
ASSOCIATION INC

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Filed For Registration: 12/21/2011 12:22
PM

Instrument #: D211307599

OPR 9 PGS \$44.00

By: Mary Louise Garcia

D211307599

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

8

**Mira Lagos Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Policy for Records Production and Copying

WHEREAS, Mira Lagos Homeowners Association, Inc. (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; A-2B - Document No. 20020327000445320, Cabinet A, Slide 11516, 11517; E-1A - Slide 11600, 11601, Cabinet A; G-1 - Slide 11844. Lots in Mira Lagos are subject to the Declaration of Covenants, Conditions & Restrictions for Chapel Creek Homeowners Association, recorded on October 29, 2002 as Document Number 202307561 in the Real Property Records, Tarrant County, Texas. Additional filings are; Annexation and Covenants recorded on April 30, 2004 as Document Number 0204131697; Supplement Declaration for Mira Lagos, recorded on July 2, 2004 as Document Number D204210300 in the Real Property Records, Tarrant County, Texas. **The Association wishes to adopt reasonable guidelines for records production and copying for the Association; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached records production and copying policy has been established by the Board and is to be recorded with the Real Property Records.

Mira Lagos Homeowners Association, INC.
3025 S. Camino Lagos
Grand Prairie, TX 75054

Records Production and Copying Policy

WHEREAS, the Board of Directors (the "Board") of *Mira Lagos Homeowners Association, INC.* (the "Association") wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Records Production and Copying Policy is established by the Board:

- A. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under 1 T.A.C. Section 70.3, the pertinent part of which is reproduced in italics below, and are subject to increase in the event 1 T.A.C. Section 70.3 is amended:

1. Copy charge.

(A) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(B) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- *Diskette--\$1.00;*
- *Magnetic tape--actual cost;*
- *Data cartridge--actual cost;*
- *Tape cartridge--actual cost;*
- *Rewritable CD (CD-RW)--\$1.00;*
- *Non-rewritable CD (CD-R)--\$1.00;*
- *Digital video disc (DVD)--\$3.00;*

- *JAZ drive--actual cost;*
- *Other electronic media--actual cost;*
- *VHS video cassette--\$2.50;*
- *Audio cassette--\$1.00;*
- *Oversize paper copy (e.g.: 11 inches by 17 inches greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;*
- *Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.*

2. *Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.*

(A) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(B) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(C) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

3. *Labor charge for locating, compiling, manipulating data, and reproducing public information.*

(A) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(B) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(i) Two or more separate buildings that are not physically connected with each other; or

(ii) A remote storage facility.

(C) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(i) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(ii) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(D) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(E) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(F) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

4. Overhead charge.

(A) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph(3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(B) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(C) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

5. *Microfiche and microfilm charge.*

(A) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(B) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

6. *Remote document retrieval charge.*

(A) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply

with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(B) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

7. Computer resource charge.

(A) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(B) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(C) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(D) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular

request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .

(E) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

- 8. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.*
 - 9. Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.*
 - 10. Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).*
 - 11. Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.*
- B. Any requesting owner must provide advance payment of the costs of compilation, production, and reproduction for the requested information, as estimated by the Association. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES
3102 OAK LAWN AVE STE 202
DALLAS, TX 75219

Submitter: MIRA LAGOS HOMEOWNERS
ASSOCIATION INC

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Filed For Registration: 12/21/2011 12:22
PM

Instrument #: D211307598

OPR 4 PGS \$24.00

By: Mary Louise Garcia

D211307598

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

7

**Mira Lagos Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Policy for Document Retention

WHEREAS, Mira Lagos Homeowners Association, Inc. (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; A-2B - Document No. 20020327000445320, Cabinet A, Slide 11516, 11517; E-1A - Slide 11600, 11601, Cabinet A; G-1 – Slide 11844. Lots in Mira Lagos are subject to the Declaration of Covenants, Conditions & Restrictions for Chapel Creek Homeowners Association, recorded on October 29, 2002 as Document Number 202307561 in the Real Property Records, Tarrant County, Texas. Additional filings are; Annexation and Covenants recorded on April 30, 2004 as Document Number 0204131697; Supplement Declaration for Mira Lagos, recorded on July 2, 2004 as Document Number D204210300 in the Real Property Records, Tarrant County, Texas. **The Association wishes to adopt reasonable guidelines for document retention for the Association; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached document retention policy has been established by the Board and is to be recorded with the Real Property Records.

Mira Lagos Homeowners Association, INC.
3025 S. Camino Lagos
Grand Prairie, TX 75054

Document Retention Policy

WHEREAS, the Board of Directors (the "Board") of *Mira Lagos Homeowners Association, INC.* (the "Association") wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Document Retention Policy is established by the Board:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

[signature page to follow]

This is to certify that the foregoing Enforcement Policy was adopted by the Board of Directors at a duly convened meeting held on the 13 day of January 2010, and that the same shall be filed of record in the Real Property Records of Tarrant and of Dallas County, Texas.

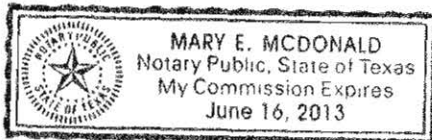
DATE: 1/13/10



Walter Damon
President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 13th day of January, 2010, by Walter Damon the Secretary of Mira Lagos Homeowners Association, Inc., on behalf of said corporation.


Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Premier Communities Management Company
3201 Oak Lawn Ave
Suite 202
Dallas, Texas 75219

FEB 16 2010

SUZANNE HENDERSON

FEB 16 2010

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES MANAGEMENT CO
3201 OAK LAWN AVE STE 202
DALLAS, TX 75219

Submitter: MIRA LAGOS HOMEOWNERS
ASSOCIATIONS INC

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Instrument #: D210023239

OPR

3

PGS

\$20.00

By: _____

Suzanne Henderson

D210023239

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

In addition to charging the cost of the maintenance service required to cure the violation to the violating owner's account, the Board may in its discretion, and after giving the notices required by Chapter 209 of the Texas Property code, [i] assess the fine specified in Section 8.4(b) for the period between the expiration of the 10-day notice period and the curing of the violation by the Association; and/or [ii] charge the account of the owner in violation with a \$50.00 administrative fee to cover the cost to the Association of the time and expenses incurred due to the violation and the necessity for the use of self-help to correct it. For subsequent similar violations of Lot Maintenance within six months of the exercise of self-help no notice or time to cure will be given.

2. Trash Can Violations. In the event an owner fails or refuses to comply with the Governing Documents, including the guidelines below, as to the trash receptacles on his Lot, after compliance with the provisions of Chapter 209 of the Texas Property Code, the Association may, in the Board's discretion, assess the owner a fine in the amount of \$50.00 for each trash can violation committed. For subsequent similar violations of Trash Can rules within six months of the exercise of self-help no notice or time to cure will be given.

3. Guidelines Regarding Trash Receptacles.

WHEREAS, the Board desires to supplement the provisions of the Governing Documents in the manner set forth below,

BE IT FURTHER RESOLVED, that trash receptacles must be

- Put out for pick-up no earlier than 6:00 p.m. the night before trash pick-up, and returned for storage no later than 12:00 midnight the day of trash pick-up; and
- Maintained in clean, well kept receptacles;
- Stored in the garage out of public view; or
- Stored in the back yard out of public view; or stored on the side of the home, screened from public view by shrubbery which blocks the view from the street, or other screening as approved in writing by the Architectural Control Committee;

IT IS FURTHER RESOLVED that this Enforcement Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors.

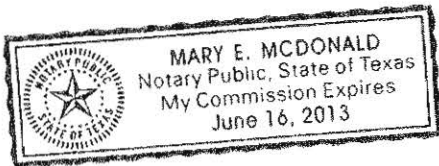
This is to certify that the foregoing Enforcement Policy was adopted by the Board of Directors at a duly convened meeting held on the 18th day of September 2009, and that the same shall be filed of record in the Real Property Records of Tarrant and of Dallas County, Texas.

DATE: 9/18/09

Walter Damon
Walter Damon
President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

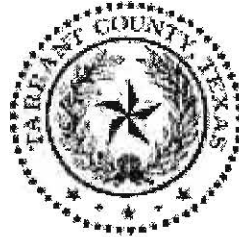
This instrument was acknowledged before me on this 18th day of September 2009, by Walter Damon, the President of Mira Lagos Homeowners Association, Inc., on behalf of said corporation.



Mary E. McDonald
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Premier Communities
3201 Oak Lawn #202
Dallas, TX 75219

SEP 29 2009



PREMIER COMMUNITIES
3201 OAK LAWN 202

DALLAS TX 75219

Submitter: MIRA LAGOS HOA INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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Instrument #: D209251553
OPR 4 PGS \$24.00

By: _____



D209251553

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: WD

**MIRA LAGOS
HOMEOWNERS ASSOCIATION, INC.**

Brick Requirement on Certain Lots

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF TARRANT §
 & DALLAS §

This rule ("**Supplemental Brick Guideline**") is promulgated to supplement the current provisions of Section 4.5 of that certain Declaration of Covenants, Conditions and Restrictions for Mira Lagos recorded October 29, 2002, in Volume 16091, Pages 0021.001 through 0021.067 of the Deed Records of Tarrant County, Texas (which instrument together with amendments and supplements thereto hereinafter called the "**Declaration**");

WHEREAS, Section 5.4 of the Declaration provides that the Architectural Control Committee may promulgate guidelines to carry forward the spirit and intention of the Declaration; and


WHEREAS, a majority of the Board of Directors of Mira Lagos Homeowners Association, Inc. has voted in favor of the provisions of this Supplemental Brick Guideline;

NOW THEREFORE, the Architectural Control Committee hereby promulgates the provisions of this Supplemental Brick Guideline relating specifically to the Lots referenced below:

All Lots in Section G-1 on La Mancha which back up to the Oncor easement will require coverage of 80% brick (exclusive of windows and porches) on the rear of the homes built thereon.

This restriction is supplemental to the criteria in the Declaration and/or other governing documents.

MIRA LAGOS HOMEOWNERS
ASSOCIATION, INC

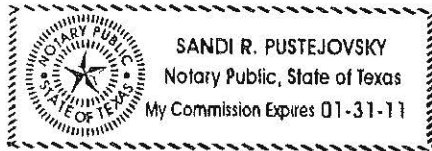

Name: WALTER DAMON
Title: President

MIRA LAGOS HOMEOWNERS
ASSOCIATION, INC.


Name: WALTER DAMON
Chairman, Architectural Control Committee

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 18th day of September, 2009 by Walter Damon, President of Mira Lagos Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

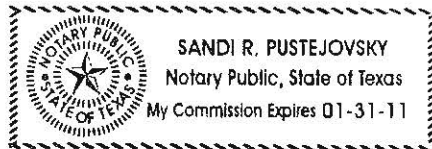


Sandi R. Pustejovsky

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 18th day of September, 2009, by Walter Damon, Chairman of the Architectural Control Committee of Mira Lagos Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said committee and corporation.



Sandi R. Pustejovsky

Notary Public, State of Texas

WHEN RECORDED RETURN TO:
Charles W. Spencer
7920 Belt Line Road
Suite 935
Dallas, TX 75254



WALTER DAMON
HANOVER PROPERTY CO
5950 BERKSHIRE LN 1200
DALLAS TX 75225

Submitter: WALTER H DAMON III

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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Filed For Registration: 12/07/2007 11:16 AM
Instrument #: D207434193
WD 4 PGS \$24.00

By: _____



D207434193

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: WD

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TARRANT COUNTY TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AM 11:09
PERSON
CLERK

BY _____

SPECIAL WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§ KNOW ALL MEN BY THESE PRESENTS;
§

That MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership (the "Grantor") acting herein by and through its duly authorized representative for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid and caused to be paid in the manner hereinafter stated by MIRA LAGOS HOMEOWNERS ASSOCIATION, INC., a Texas not-for-profit corporation (the "Grantee") the receipt of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, whose address is 5950 Berkshire Lane, Suite 1200, Dallas, Texas 75225 the property (the "Property") described on Exhibit A, attached hereto and hereby made a part hereof, together with (i) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to the Property and the improvements to the Property, if any, (ii) all rights, titles, powers, privileges, licenses, easements, rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way or sidewalks, open or proposed, in front of, above, over, under, through or adjoining the Property and in and to any strips or gores of real estate adjoining the Property, and (iii) all rights,

titles, powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, subject to all matters of record, to the extent (but no further) that same are valid and subsisting as of the date hereof and affect title to the Property (collectively, the "Permitted Encumbrances"), and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

**Remainder of This Page
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IN TESTIMONY WHEREOF, this instrument is executed this 1st day of June, 2007.

MIRA LAGOS DEVELOPMENT LIMITED
PARTNERSHIP, a Texas limited partnership

By: Hanover Services Group, Inc.,
a Texas corporation,
its general partner

By: Walter Damon
Name: Walter Damon
Title: Executive Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on June 1, 2007, by Walter Damon, Executive Vice President of Hanover Services Group, Inc., a Texas corporation, acting in its capacity as general partner of Mira Lagos Development Limited Partnership, a Texas limited partnership, on behalf of said corporation and partnership.



Mary McDonald
Notary Public in and for
the State of TEXAS
Printed Name: Mary McDonald
My commission expires: 6/13/09

Exhibit A - Property Description

Signature Page to Special Warranty Deed

DALLAS: 040485.00073: 1606409v1

PROPERTY DESCRIPTION

Being a parcel of land located in the City of Grand Prairie, Tarrant County, Texas, a part of the T.D. Curry Survey, Abstract No. 335, and being all of Lot 1 of Mira Lagos, an addition to the City of Grand Prairie according to the amending plat thereof as recorded in Cabinet A, Slide 10029, Tarrant County Plat Records.



WALTER DAMON
HANOVER PROPERTY CO
5950 BERKSHIRE LN 1200
DALLAS TX 75225

Submitter: WALTER H DAMON III

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/07/2007 11:16 AM
Instrument #: D207434193
WD 4 PGS \$24.00

By: _____



D207434193

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: WD

11/20/06

MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.

2711 N. Haskell, Ste. 2650 / Dallas, Texas 75204

214-871-9700 / 214-871-0335 (fax)

WHEREAS, pursuant to "Article V "ARCHITECTURAL CONTROL COMMITTEE", Section 5.4 "Standards" of the Declaration of Covenants, Conditions and Restrictions for the Mira Lagos Homeowners Association, Inc., "The Architectural Control Committee (ACC) may from time to time publish and promulgate Design Guidelines, which shall be fair, reasonable and uniformly applied, and shall carry forward the spirit and intention of this Declaration."

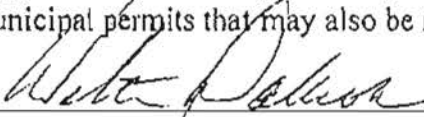
WHEREAS, Section 4.19, "Signs, Advertisements and Billboards" states, "No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any residential unit, fence or other improvement upon such Lot so as to be visible from another Lot....."

WHEREAS, the ACC desires to further illustrate the criteria for "Signs, Advertisements and Billboards" as found in Section 4.19 of the Declaration as follows:

ARCHITECTURAL DESIGN GUIDELINE #3/FLAGS

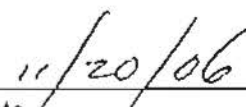
- 1.) Any flag displayed must be either the official flag representing the United States of America or the State of Texas.
- 2.) The maximum size of the flag must be no larger four (4') wide by six (6') feet long
- 3.) A flag may be flown from a flag holder mounted on the front façade of the residence.
- 4.) Flagpoles must be approved in writing by the ACC and must be no higher than twenty feet (20') high, and no further away from the residence than eight feet (8').

The approval or lack of approval by the ACC shall not represent authority for any required local or municipal permits that may also be required.



Walter Damon, Chairman
Architectural Control Committee
Mira Lagos Homeowners Association, Inc.

Date



11/20/06

Mira Lagos dated January 21, 2004 and recorded April 30, 2004, as Instrument No. D204131698 in the Deed Records of Tarrant County, Texas; (iii) Second Declaration of Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Mira Lagos dated as of June 10, 2004 and recorded July 7, 2004 as Instrument No. D204210300 in the Deed Records of Tarrant County, Texas (the "Second Amendment"); (iv) Partial Release of Property from Declaration of Covenants, Conditions and Restrictions for Mira Lagos dated as of December 15, 2004 and recorded December 28, 2004 as Instrument No. D204397362 in the Deed Records of Tarrant County, Texas (the "MISD Release"); and (v) Third Declaration of Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Mira Lagos dated as of December 12, 2005, and recorded December 30, 2005 as Instrument No. D205388318 in the Deed Records of Tarrant County, Texas (the "Third Amendment") (said Declaration of Covenants, Conditions and Restrictions as so amended, herein called the "Declaration").

WHEREAS, the Declaration covers and affects (i) the approximate 664.657 acres of Land described in Attachment A to the Second Amendment and therein defined as the Original Mira Lagos Property less the approximate 12.00 acres of land released from the Declaration pursuant to the MISD Release (herein called the "Original Mira Lagos Property"); and (ii) the ML East Property (herein so called) described in Attachment C to the Second Amendment and therein defined as the ML East Property; and (iii) the Mozley Property as described on Exhibits A-1 and A-2 to the Third Amendment.

WHEREAS, the Conversion Date (as defined in the Declaration) has not yet occurred.

WHEREAS, Investor and the Other Owners represent more than 66-2/3% of the outstanding votes of the Class A Members of the Association.

WHEREAS, Declarant, Investor and the Other Owners desire to amend the Declaration in certain respects hereinafter provided.

NOW THEREFORE, Declarant, Investor and the Other Owners hereby enter into this Amendment to amend the Declaration as hereinafter provided.

1. Location of Improvements Upon the Lot. Section 4.9 of the Declaration is hereby amended to add the following language:

"The side yard fence on each Lot must be set back at least twenty feet (20') from the front corner of the residential building unless otherwise approved by the ACC."

2. Storage of Automobiles, Boats, Trailers and Other Vehicles Section 4.12 of the Declaration is hereby amended and restated in its entirety to read as follows:

"Without prior written board approval, the following types of vehicles and vehicular equipment – mobile or otherwise – may not be kept, parked, or stored anywhere on the Property – including overnight parking on driveways – if the vehicle is visible from a street or from another lot, with

exception if the vehicle is parked or stored in a garage and is not visible from a street or another lot: mobile homes, motor homes, buses, trailers, boats, aircraft, inoperable vehicles, commercial truck cabs, trucks with tonnage over one ton, vehicles which are not customary personal passenger vehicles, and any vehicle which the board deems to be a nuisance, unsightly, or inappropriate. A passenger vehicle which has any commercial signage on the vehicle may not be kept, parked or stored anywhere on the property – including overnight parking on the driveway – if the vehicle is visible from a street or from another lot. This restriction does not apply to vehicles and equipment temporarily on the Property in connection with the construction or maintenance of a dwelling. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. For purposes of this Section, no garage may be enlarged over and above the builder's standard size garage as normally delivered by the builder for two (2) passenger, daily use, non-commercial vehicles in order to make the garage fit an outside commercial vehicle. If a complaint is received about a violation of any part of this Section, the ACC will be the final authority on the matter."

3. Walls, Fences and Hedges. The 7th and 8th sentences of Section 4.15 of the Declaration are hereby amended and restated in their entirety to read as follows:

"Unless otherwise approved by the ACC, wood fences will be stained with Wood Defender Semi-Transparent Fence Stain by Standard Paints, Inc. (color: Rustic Oak #808404). The use or application of paint (or any stain which cures in a solid color or which alters the fence color from a natural wood color) is prohibited."

4. Liens for Assessments. Sections 3.9 and 3.10 of the Declaration are hereby amended and restated in a single Section 3.9 to read in its entirety as follows:

"**Section 3.9. Lien for Assessments.** The Declarant does hereby establish, reserve, create and subject each Lot to a perfected contractual lien in favor of the Association to secure payment of delinquent assessments owed on account of such Lot, as well as interest (subject to the limitations of Texas law) and costs of collection (including attorney's fees). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments and other levies which by law would be superior thereto, and (b) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value. Declarant hereby assigns such lien to the Association without recourse. The lien shall be self operative and shall continue in inchoate form without being reserved or referenced in any deed or other document and

without any other action required. Such lien, when delinquent, may be enforced by suit, judgment and judicial or non-judicial foreclosure in accordance with Texas law.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Lot the amount of the delinquent sums due the Association at the time such document is executed and the fact that lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance with Chapter 51 of the Texas Property Code (the "Foreclosure Statute"), as it may be amended from time to time, in like manner of any deed of trust on real property. In connection with the lien created herein, each Owner of a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other conveyance to such Owner, a power of sale to be exercised in accordance with the Foreclosure Statute. At any foreclosure proceeding, any person, including but not limited to Declarant, the Association and any Owner, shall have the right to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any assessments thereafter becoming due. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a first mortgage shall extinguish the lien as to any installments of such assessments which became due prior to such sale or transfer. Where the mortgagee holding a first mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or non-judicial foreclosure of the mortgage, it shall not be personally liable for the share of the assessments by the Association chargeable to such Lot which became due prior to such acquisition of title."

5. Any document or instrument required by the Declaration to be recorded in Tarrant County, Texas shall also be recorded in Dallas County, Texas.

6. Except as otherwise provided in this Amendment, the Declaration shall continue in full force and effect in accordance with its terms.

7. Except as otherwise provided in this Amendment, terms defined in the Declaration shall have the same meaning when used in this Amendment.

**REMAINDER OF THIS PAGE
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EXECUTED as of September 12, 2006.

DECLARANT:

MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership

By: HANOVER SERVICES GROUP, INC.,
a Texas corporation
its sole general partner

By: Walter Damon
Name: Walter Damon
Title: Executive Vice President

INVESTOR:

PENINSULA INVESTMENT LIMITED PARTNERSHIP, a Texas limited partnership

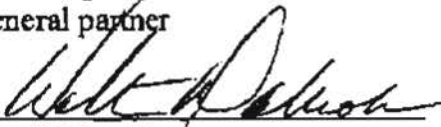
By: HANOVER SERVICES GROUP, INC.,
a Texas corporation
its sole general partner

By: Walter Damon
Name: Walter Damon
Title: Executive Vice President

OTHER OWNERS:

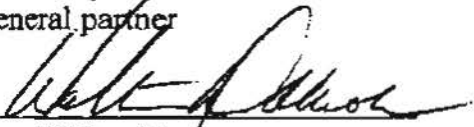
LA ENSENADA PARTNERS NO. 1, LTD.,
a Texas limited partnership

By: HANOVER SERVICES GROUP, INC.,
a Texas corporation
Its general partner

By: 
Name: Walter Damon
Title: Executive Vice President

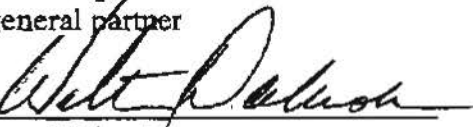
MIRA LAGOS SECTION B PARTNERS,
LTD., a Texas limited partnership

By: HANOVER SERVICES GROUP, INC.,
a Texas corporation
Its general partner

By: 
Name: Walter Damon
Title: Executive Vice President


LA ENSENADA PARTNERS NO. 2, LTD.
a Texas limited partnership

By: HANOVER DEVELOPMENT COMPANY,
a Texas corporation
Its general partner

By: 
Name: Walter Damon
Title: Executive Vice President

MIRA LAGOS SECTION E PARTNERS NO.
3, LTD., a Texas limited partnership

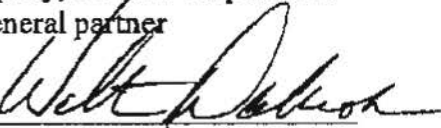
By: HANOVER SERVICES GROUP, INC.,
a Texas corporation
Its general partner

By: 
Name: Walter Damon
Title: Executive Vice President

VALENCIA PARTNERS, LTD.,
a Texas limited partnership

By: MLE RESIDENTIAL GP PARTNERS,
LTD., a Texas limited partnership
Its general partner

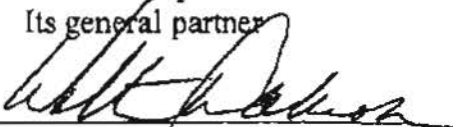
By: Hanover Development
Company, a Texas corporation
Its general partner

By: 
Name: Walter Damon
Title: Executive Vice
President

LA ENSENADA PARTNERS NO. 3, LTD.,
a Texas limited partnership

By: HPC LA ENSENADA NO. 3 GP
PARTNERS, LTD.,
a Texas limited partnership
Its general partner

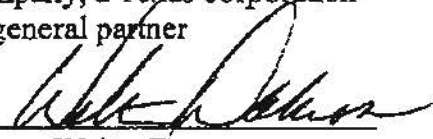
By: Hanover Services Group, Inc.
a Texas corporation
Its general partner

By: 
Name: Walter Damon
Title: Executive Vice President

MARBELLA PARTNERS, LTD.,
a Texas limited partnership

By: MLE RESIDENTIAL GP PARTNERS,
LTD., a Texas limited partnership
Its general partner

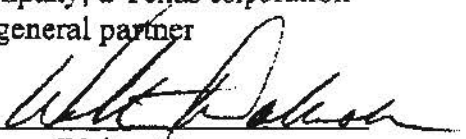
By: Hanover Development
Company, a Texas corporation
Its general partner

By: 
Name: Walter Damon
Title: Executive Vice
President

MIRA LAGOS EAST PARTNERS, LTD.,
a Texas limited partnership

By: ML EAST GP PARTNERS, LTD.,
a Texas limited partnership
Its general partner

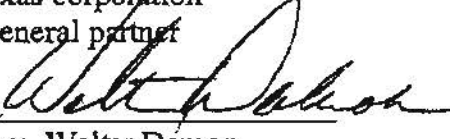
By: Hanover Development
Company, a Texas corporation
Its general partner

By: 
Name: Walter Damon
Title: Executive Vice
President

MOZLEY ACQUISITION AND
DEVELOPMENT PARTNERS, L.P., a Texas
limited partnership

By: MOZLEY-GP PARTNERS, LTD., a
Texas limited partnership,
Its general partner

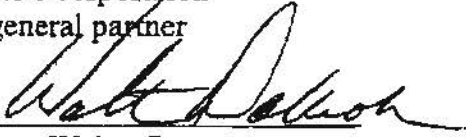
By: Hanover Services Group, Inc.,
a Texas corporation
Its general partner

By: 
Name: Walter Damon
Title: Executive Vice
President

ML BELLA VISTA II PARTNERS, L.P.,
a Texas limited partnership

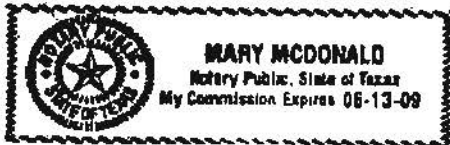
By: ML BELLA VISTA II--GP PARTNERS,
LTD., a Texas limited partnership
Its general partner

By: Hanover Services Group, Inc.
a Texas corporation
Its general partner

By: 
Name: Walter Damon
Title: Executive Vice
President

STATE OF TEXAS §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this 12th day of September, 2006, by WALTER DAMON, Executive Vice President of Hanover Services Group, Inc., a Texas corporation, in its capacity as general partner of LA ENSENADA PARTNERS NO. 1, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.



Mary McDonald
Notary Public
My Commission Expires 6/13/09

STATE OF TEXAS §
COUNTY OF DALLAS §

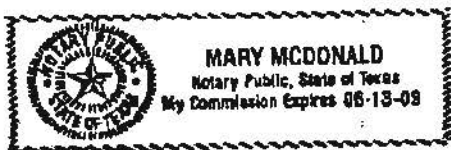
The foregoing instrument was acknowledged before me on this 12th day of September, 2006, by WALTER DAMON, Executive Vice President of Hanover Services Group, Inc., a Texas corporation, in its capacity as general partner of MIRA LAGOS SECTION B PARTNERS, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.



Mary McDonald
Notary Public
My Commission Expires 6/13/09

STATE OF TEXAS §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this 12th day of September, 2006, by WALTER DAMON, Executive Vice President of Hanover Development Company, a Texas corporation, in its capacity as general partner of LA ENSENADA PARTNERS NO. 2, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.



Mary McDonald
Notary Public
My Commission Expires 6/13/09

**JOINDER BY LIENHOLDER
(Texas Capital Bank, National Association)**

The undersigned, Texas Capital Bank, National Association, a national banking association ("Lender"), the beneficiary under (i) that certain Deed of Trust (as assigned, the "Deed of Trust") dated as of October 23, 2002 from Peninsula Master Limited Partnership to John D. Hudgens, Trustee, recorded in Volume 16090, Page 509, of the Deed of Trust Records of Tarrant County, Texas, (ii) that certain Second Lien Deed of Trust (as amended, the "Second Lien Deed of Trust"), dated as of October 23, 2002 from Peninsula Master Limited Partnership to John D. Hudgens, Trustee, recorded in Volume 2002211, Page 3242, of the Deed of Trust Records of Dallas County, Texas and Volume 16091, Page 1, of the Deed of Trust Records of Tarrant County, Texas, (iii) that certain Deed of Trust (the "Section A Deed of Trust") dated as of July 11, 2003 from La Ensenada Partners No. 1, Ltd. to John D. Hudgens, Trustee, recorded in Volume 16956-0011, Page 001, of the Deed of Trust Records of Tarrant County, Texas, and (iv) that certain Deed of Trust (the "La Ensenada No. 2 Deed of Trust") dated as of December 22, 2004 from La Ensenada Partners No. 2, Ltd. to John D. Hudgens, Trustee, recorded as Instrument No. D204401475, of the Deed of Trust Records of Tarrant County, Texas and as amended by that certain Amended and Restated Deed of Trust (the "La Ensenada No. 2 Amended Deed of Trust") dated as of May 4, 2005 from La Ensenada Partners No. 2, Ltd. to John D. Hudgens, Trustee, recorded as Instrument No. 205129065, of the Deed of Trust Records of Tarrant County, Texas, covering and affecting the Property, hereby joins in the execution of this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions (this "Amendment") for the purpose of evidencing Lender's consent to this Amendment.

Dated September 20, 2006.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

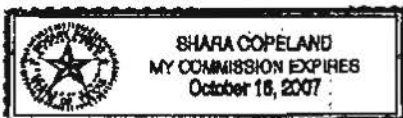
By: Brett Walker
Name: BRETT WALKER
Title: VICE PRESIDENT

STATE OF TEXAS

COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me this 20th day of September, 2006, by Brett A. Walker, Vice President of Texas Capital Bank, National Association, a Texas state banking association, on behalf of said association.



Shara Copeland
Notary Public for the State of Texas

**JOINDER BY LIENHOLDER
(Bank of the Ozarks)**

The undersigned, Bank of the Ozarks ("Lender"), the beneficiary under (i) that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Deed of Trust") dated as of January 21, 2004 from Mira Lagos East Partners, Ltd. to Donald H. Snell, Trustee, recorded under Document No. D204025506, of the Deed of Trust Records of Tarrant County, Texas and recorded in Volume 2004014, Page 07334, of the Deed of Trust Records of Dallas County, Texas, covering and affecting the Property, and (ii) that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Valencia Deed of Trust") dated as of September 3, 2004 from Valencia Partners, Ltd. to Donald H. Snell, Trustee recorded under Document No. 204287299 of the Deed of Trust Records of Tarrant County, Texas, covering and affecting the Property, hereby joins in the execution of this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions (this "Amendment") for the purpose of evidencing Lender's consent to this Amendment.

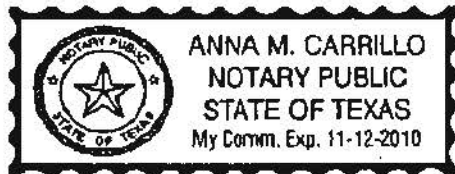
Dated September 25, 2006.

BANK OF THE OZARKS

By: Dan Thomas
Name: Dan Thomas
Title: President - Real Estate Specialists Group

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me this 25th day of September 2006, by Dan Thomas, Pres., Real Estate Specialists Group of Bank of the Ozarks, on behalf of said bank.



Anna M. Carrillo
Notary Public for the State of Texas

**JOINDER BY LIENHOLDER
(Comerica Bank)**

The undersigned, Comerica Bank ("Lender"), the beneficiary under that certain Deed of Trust, Security Agreement and Assignment of Rents (the "Deed of Trust") dated as of July 11, 2003 from Mira Lagos Section E Partners No. 3, Ltd. to Melinda Chausse, Trustee, recorded in Volume 16956-0020, Page 001, of the Deed of Trust Records of Tarrant County, Texas, covering and affecting the Property, hereby joins in the execution of this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions ("Amendment") for the purpose of evidencing Lender's consent to this Amendment.

Dated September 26, 2006.

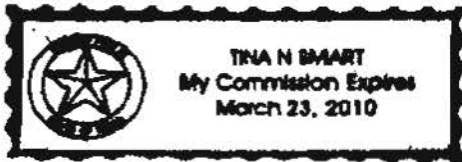
COMERICA BANK

By: Ronald K. Tomlin
Name: RONALD K. TOMLIN
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me this 26 day of September 2006, by Ronald Tomlin, Vice President of Comerica Bank, on behalf of said bank.

Tina N. Smart
Notary Public for the State of Texas



**JOINDER BY LIENHOLDER
(Texas State Bank)**

The undersigned, Texas State Bank ("Lender"), the beneficiary under that certain Deed of Trust, Security Agreement and Assignment of Rents, Leases, Incomes and Agreements (the "Deed of Trust") dated as of March 29, 2005 from Mozley Acquisition and Development Partners, L.P. to William C. Murphy, Trustee, recorded as Instrument No. D205094570, of the Deed of Trust Records of Tarrant County, Texas, covering and affecting the Property, hereby joins in the execution of this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions ("Amendment") for the purpose of evidencing Lender's consent to this Amendment.

Dated September 18, 2006.

TEXAS STATE BANK

By: [Signature]
Name: Wayne R. Reynolds
Title: Senior Vice President

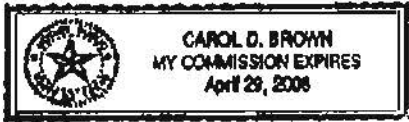
STATE OF TEXAS

COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me this 18 day of September, 2006, by Wayne R. Reynolds, Sr. of Texas State Bank, on behalf of said bank.

[Signature]
Notary Public for the State of Texas



**JOINDER BY LIENHOLDER
(The Frost National Bank)**

The undersigned, The Frost National Bank ("Lender"), the beneficiary under that certain Deed of Trust Security Agreement -- Financing Statement (the "Deed of Trust") dated as of April 27, 2006 from La Ensenada Partners No. 3 Ltd. to Jimmy R. Locke, Trustee, recorded in INSTRUMENT # 206124388 of the Deed of Trust Records of Tarrant County, Texas, covering and affecting the Property, hereby joins in the execution of this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions ("Amendment") for the purpose of evidencing Lender's consent to this Amendment.

Dated SEPTEMBER 22, 2006.

THE FROST NATIONAL BANK

By: [Signature]
Name: J. TERRY SMITH
Title: SVP

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me this 22 day of Sept, 2006, by J. Terry Smith, Sr. Vice Pres. of The Frost National Bank, a national banking association, on behalf of said association.

[Signature]
Notary Public for the State of Texas



