

June 10, 2004 and recorded July 7, 2004 as Instrument No. D204210300 in the Deed Records of Tarrant County, Texas (the "Second Amendment"); and (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") (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.

WHEREAS, Mozley is the owner of those two (2) certain tracts, being that certain approximate 57.17-acre tract described in Exhibit A-1 to this Declaration of Annexation (the "Estates at Mira Lagos ") and that certain approximate 77.16-acre tract described in Exhibit A-2 to this Declaration of Annexation (the "Villas at Mira Lagos") (the Estates at Mira Lagos and the Villas at Mira Lagos are herein collectively called the "Mozley Property").

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

WHEREAS, Investor, Mozley 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, Mozley and the Other Owners desire to subject the Mozley Property to all of the covenants, conditions, and restrictions set forth in the Declaration in order to establish a uniform plan for the development, improvement and sale of Lots on the Original Mira Lagos Property, the ML East Property and the Mozley Property and to insure the preservation of such uniform plan for the benefit of Declarant, Investor, Mozley and other current and future owners of Lots on the Original Mira Lagos Property, the ML East Property and the Mozley Property.

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

NOW THEREFORE, Declarant, Investor, Mozley and the Other Owners hereby declare that all of the Mozley Property shall be held, sold, used and conveyed subject to the covenants, conditions, and restrictions set forth in the Declaration, and further Declarant, Investor, Mozley and the Other Owners for and on behalf of their respective heirs, executors, administrators, successors and assigns, hereby adopt, establish and impose upon the Mozley Property, and declare the Declaration applicable thereto, which is for the purposes of enhancing and protecting the value, desirability and attractiveness of the Mozley Property, and which shall run with the Mozley Property and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

The Declaration shall be further amended as follows:

1. Additional Definitions. Article I of the Declaration is hereby amended to add the following definitions:

"Mozley Designated Fence Lots shall mean the Lots developed on Estates at Mira Lagos and shown on the Mozley Estates Fencing Overview and on Villas at Mira Lagos and shown on the Mozley Villas Fencing Overview as requiring that all front or side yard fences be a Builder Decorative Wood Fence or as requiring that fences along the rear Lot line be a Builder Econo Wood Fence."

"Mozley Estates Fencing Overview shall mean the Fencing Overview attached to this Annexation of Declaration as Exhibit B-1 and made a part hereof."

"Mozley Villas Fencing Overview shall mean the Fencing Overview attached to this Annexation of Declaration as Exhibit B-2 and made a part hereof."

"Mozley Ordinance shall mean (i) Ordinance No. 7160, adopted by the City Council of the City on January 18, 2005, applicable to Estates at Mira Lagos and (ii) Ordinance No. 7159, adopted by the City Council of the City on January 18, 2005, copies of which are attached to this Declaration of Annexation as Exhibits C-1 and C-2, respectively, and made a part hereof."

"Mozley One Story Lots shall mean Lots developed on Estates at Mira Lagos and Villas at Mira Lagos which abut any Common Area or Common Maintenance Area on which an entrance feature is located, such Mozley One Story Lots being shown on the Mozley Estates Fencing Overview and the Mozley Villas Fencing Overview, respectively."

"Mozley Open Space Lots shall mean any Lot developed on Estates at Mira Lagos and Villas at Mira Lagos the side or rear Lot line of which abuts the Linear Park, any drainage/buffer area or any "Open Space" designated as such on a Plat, such Mozley Open Space Lots being shown on the Mozley Estates Fencing Overview and the Mozley Villas Fencing Overview, respectively, as requiring a Builder Steel Fence."

2. Definition of Designated Fence Lots. The definition of "Designated Fence Lots" set forth in Section 1.16 is hereby amended and restated in its entirety to read as follows:

"Designated Fence Lots shall mean the Lots shown on Exhibits 6 through 11 and Exhibit 16 of the Interior Screening and Fence Standards Plan as requiring that all front or side yard fences be a Builder Decorative Wood Fence or as requiring that fences along

the rear Lot line be a Builder Econo Wood Fence and the Mozley Designated Fence Lots."

3. Definition of One Story Lots. The definition of "One Story Lots" set forth in Section 1.25 is hereby amended and restated in its entirety to read as follows:

"One Story Lots shall mean Lots which abut any Common Area or Common Maintenance Area on which an entrance feature is located, such One Story Lots being shown on Exhibits 6 through 11 and Exhibit 16 of the Interior Screening and Fence Standards Plan and the Mozley One Story Lots."

4. Definition of Open Space Lots. The definition of "Open Space Lots" set forth in Section 1.26 is hereby amended and restated in its entirety to read as follows:

"Open Space Lots shall mean any Lot the side or rear Lot line of which abuts the Linear Park, any drainage/buffer area or any "Open Space" designated as such on a Plat, such Open Space Lots being shown on Exhibits 6 through 11 and Exhibit 16 of the Interior Screening Plan and Fence Standards Plan as requiring a Builder Steel Fence and the Mozley Open Space Lots."

5. Definition of Ordinance. The definition of "Ordinance" set forth in Section 1.24 is hereby amended and restated in its entirety to read as follows:

"Ordinance shall mean the Original Mira Lagos Ordinance as applicable to the Original Mira Lagos Property, the Mira Lagos East Ordinance as applicable to the ML East Property or the Mozley Ordinance as applicable to the Mozley Property, as the case may be."

6. Definition of Perimeter Lots. The definition of "Perimeter Lots" set forth in Section 1.28 is hereby amended and restated in its entirety to read as follows:

"Perimeter Lots shall mean Lots the rear Lot line of which abuts Day Miar Road, Arlington Webb Britton Road, Grand Peninsula Drive and Seeton Road in the Original Mira Lagos Property Broad Street in the ML East Property and Grand Peninsula Drive and Arlington Webb Britton Road in the Mozley Property."

7. Definition of Property. The definition of "Property" set forth in Article I of the Declaration is hereby amended and restated in its entirety to read as follows:

"Property shall mean the Original Mira Lagos Property, the ML East Property and the Mozley Property, collectively."

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

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

10. Except as otherwise provided in this Declaration of Annexation, terms defined in the Declaration shall have the same meaning when used in this Declaration of Annexation.

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EXECUTED as of 12/12, 2005.

**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

**MOZLEY:**

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

MIRA LAGOS SECTION G PARTNERS,  
LTD., 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

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



STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

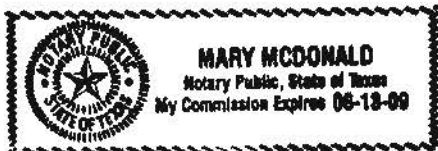
The foregoing instrument was acknowledged before me on this 12<sup>th</sup> day of December, 2005, by WALTER DAMON, Executive Vice President of Hanover Services Group, Inc., a Texas corporation, in its capacity as general partner of LA ENSENADA PARTNERS NO. 1, LTD., a Texas limited partnership, on behalf 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 12<sup>th</sup> day of December, 2005, 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 12<sup>th</sup> day of December, 2005, 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





STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of December, 2005, by WALTER DAMON, Executive Vice President of Hanover Development Company, a Texas corporation, in its capacity as general partner of MLE Residential GP Partners, Ltd., a Texas limited partnership, in its capacity as general partner of MARBELLA PARTNERS, LTD., a Texas limited partnership, on behalf of said corporation and limited partnerships.

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



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

The undersigned, Bank of the Ozarks, an Arkansas bank holding company ("Lender"), the beneficiary under 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 under Volume 2004014, Page 07334, of the Deed of Trust Records of Dallas County, Texas, covering and affecting the Property, hereby joins in the execution of this Third Declaration of Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions ("Declaration of Annexation") for the purpose of evidencing Lender's consent to this Declaration of Annexation.

Dated December 13, 2005.

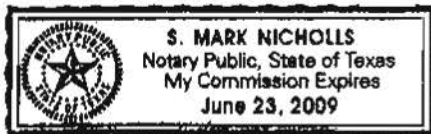
BANK OF THE OZARKS

By: *Dan Thomas*  
Name: Dan Thomas  
Title: President - Real Estate Specialties Group

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me this 13<sup>th</sup> day of December, 2005, by Dan Thomas, President - Real Estate Specialties Group of Bank of the Ozarks, an Arkansas bank holding company, on behalf of said bank.

*S. Mark Nicholls*  
Notary Public for the State of Texas



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

The undersigned, Bank of Texas, N.A., a national banking association ("Lender"), the beneficiary under (i) that certain Deed of Trust (the "Section G Deed of Trust") dated as of June 30, 2003 from Mira Lagos Section G Partners, Ltd. to John Maintz and John Girard, Trustee, recorded in Volume 16956-0007, Page 001, of the Deed of Trust Records of Tarrant County, Texas and (ii) that certain Deed of Trust (the "Section G Minerals Deed of Trust") dated as of June 30, 2003 from Mira Lagos Mineral Partners, Ltd. to John Maintz and John Girard, Trustee, recorded in Volume 16956-008, Page 001, of the Deed of Trust Records of Tarrant County, Texas, covering and affecting the Property, hereby joins in the execution of this Third Declaration of Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions ("Declaration of Annexation") for the purpose of evidencing Lender's consent to this Declaration of Annexation.

Dated December 13, 2005.

BANK OF TEXAS, N.A.

By: Brenda Gribble  
Name: Brenda Gribble  
Title: Vice President

STATE OF TEXAS                    §  
   §  
COUNTY OF Dallas            §

This instrument was acknowledged before me this 13<sup>th</sup> day of December, 2005, by Brenda Gribble, VP of Bank of Texas, N.A., on behalf of said bank.

[Signature]  
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 Third Declaration of Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions ("Declaration of Annexation") for the purpose of evidencing Lender's consent to this Declaration of Annexation.

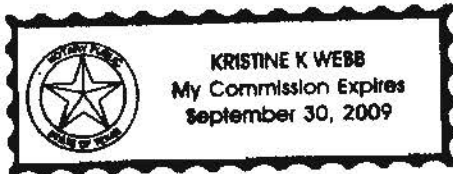
Dated December 15, 2005.

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 15<sup>TH</sup> day of December, 2005, by RONALD K. TOMLIN Vice Pres. of Comerica Bank, on behalf of said bank.



Kristine K Webb  
Notary Public for the State of Texas

**JOINDER BY LIENHOLDER  
(Regions Bank)**

The undersigned, Regions Bank ("Lender"), the beneficiary under (i) that certain Deed of Trust, Assignment of Rents and Leases and Security Agreement (the "Section B Deed of Trust") dated as of July 1, 2003, from Mira Lagos Section B Partners, Ltd. to Fielder F. Nelms, Trustee, recorded in Volume 16955-0307, Page 001, of the Deed of Trust Records of Tarrant County, Texas and (ii) that certain Deed of Trust, Assignment of Rents and Leases and Security Agreement (the "Section B Minerals Deed of Trust") dated as of July 1, 2003, from Mira Lagos Mineral Partners, Ltd. to Fielder F. Nelms, Trustee, recorded in Volume 16955-0308, Page 001, of the Deed of Trust Records of Tarrant County, Texas, covering and affecting the Property, hereby joins in the execution of this Third Declaration of Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions ("Declaration of Annexation") for the purpose of evidencing Lender's consent to this Declaration of Annexation.

Dated December 13, 2005.

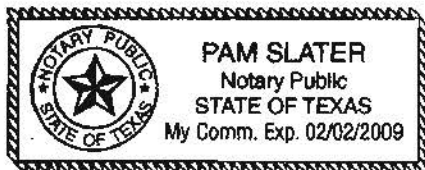
REGIONS BANK

By: *S. Richard Shook*  
Name: S. Richard Shook  
Title: City President

STATE OF TEXAS           §  
  §  
COUNTY OF Tarrant   §

This instrument was acknowledged before me this 13<sup>th</sup> day of December, 2005, by S. Richard Shook, City President of Regions Bank, on behalf of said bank.

*Pam Slater*  
Notary Public for the State of Texas



**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 in Volume \_\_\_\_\_, Page \_\_\_\_\_, 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 in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Deed of Trust Records of Tarrant County, Texas, covering and affecting the Property, hereby joins in the execution of this Third Declaration of Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions ("Declaration of Annexation") for the purpose of evidencing Lender's consent to this Declaration of Annexation.

Dated December 14, 2005.

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 14 day of December 2005, by Brett 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  
(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 Third Declaration of Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions ("Declaration of Annexation") for the purpose of evidencing (i) Lender's consent to this Declaration of Annexation and (ii) and subordination of the Deed of Trust to the rights, interests and easements contained in the Declaration. Lender's subordination shall be to the same effect as if the Declaration had been executed and recorded prior to the recording of the Deed of Trust.

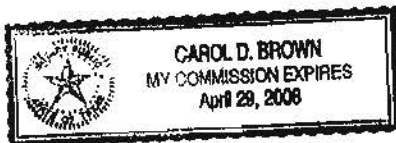
Dated December 13, 2005.

TEXAS STATE BANK

By: W. Reynolds  
Name: WAYNE R. REYNOLDS  
Title: SENIOR VICE PRESIDENT

STATE OF TEXAS                   §  
  §  
COUNTY OF Dallas           §

This instrument was acknowledged before me this 13th day of December, 2005, by Wayne R. Reynolds, Sr. V.P. of Texas State Bank, on behalf of said bank.



Carol D. Brown  
Notary Public for the State of Texas

Schedule of Exhibits:

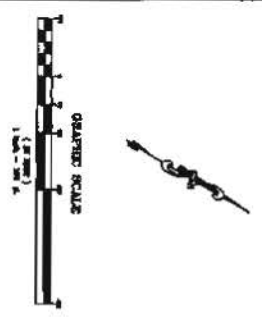
- Exhibit A-1 - Legal Description of Estates at Mira Lagos
- Exhibit A-2 - Legal Description of Villas at Mira Lagos
- Exhibit B-1 - Mozley Estates Fencing Overview
- Exhibit B-2 - Mozley Villas Fencing Overview
- Exhibit C-1 - Estates Ordinance
- Exhibit C-2 - Villas Ordinance



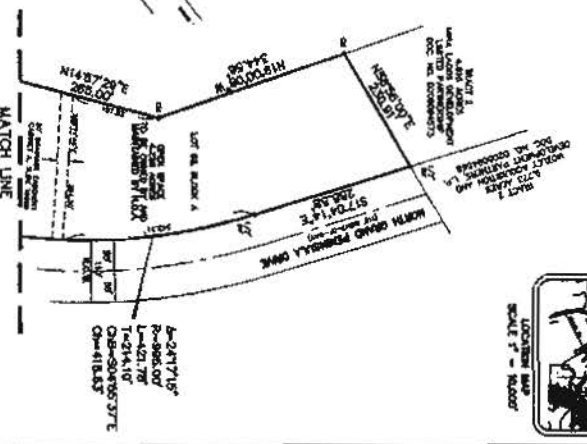
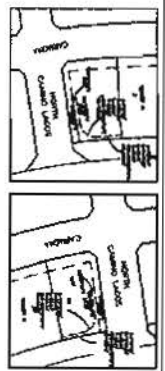
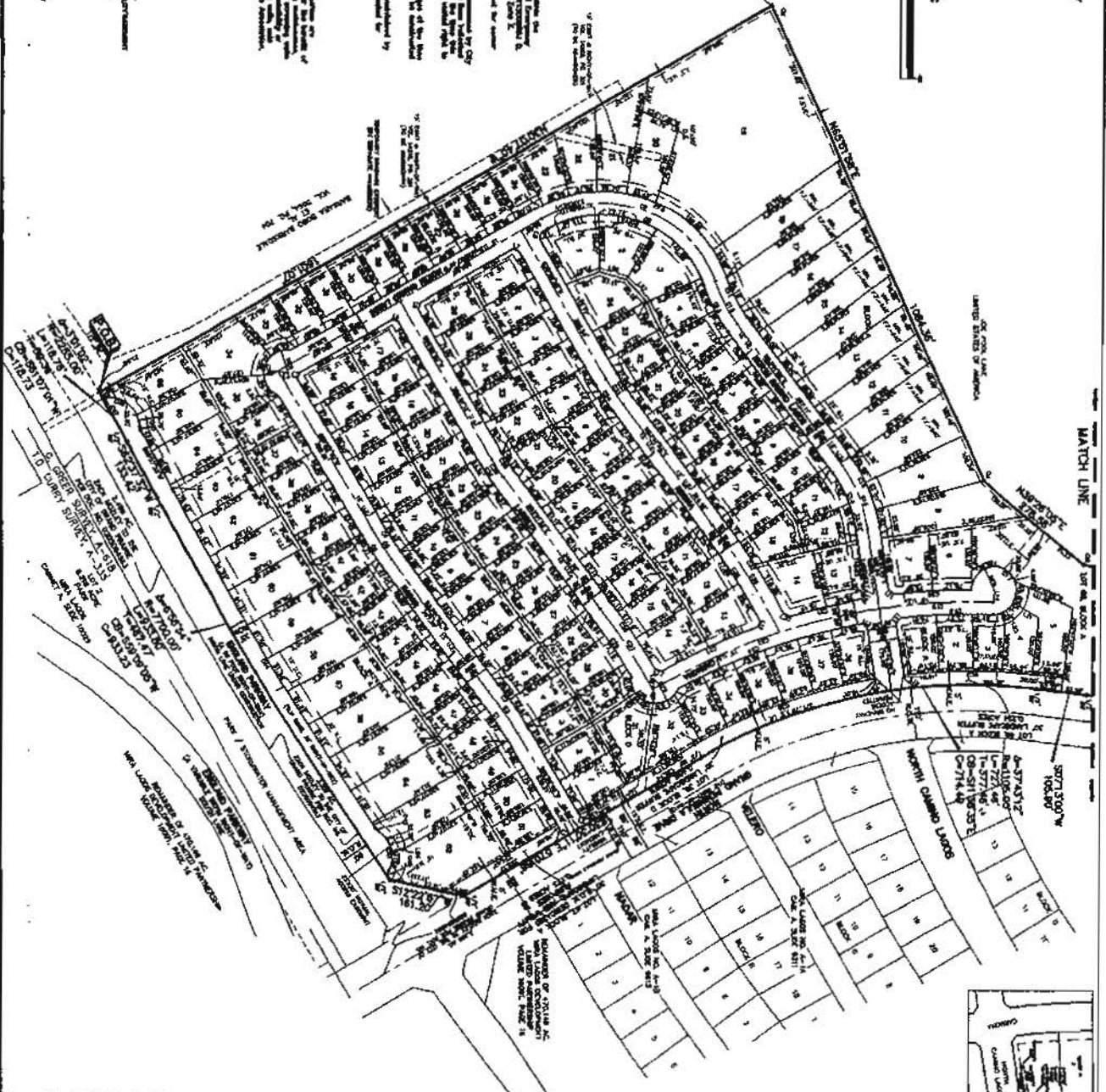
**EXHIBIT A-1**

**LEGAL DESCRIPTION OF ESTATES AT MIRA LAGOS**

[SEE ATTACHED]



- LEGEND**
- 1. ALL LOTS ARE TO BE SUBDIVIDED
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**CASE# P050503**  
**FINAL PLAT**  
**ESTATES AT MIRA LAJOS**  
 11.56 ACRES OUT OF  
 CONJUNCT OWNERS' RESUBDIVISION NO. 618  
 TARRANT COUNTY, TEXAS AND BEING A REPLAT OF  
 LOT 3, MIRA LAJOS

**MIRA LAJOS DEVELOPMENT**  
 LIMITED PARTNERSHIP  
 2000 Spring Lane, Suite 800  
 Dallas, Texas 75244  
 (214) 373-1882  
**OWNER/DEVELOPER**

**MIRBY ACQUISITION AND**  
**DEVELOPMENT PARTNERS, L.P.**  
 2000 Spring Lane, Suite 800  
 Dallas, Texas 75244  
 (214) 373-1882  
**OWNER/DEVELOPER**

**JONES & BORTH, INC.**  
 17000 Westchase Parkway, Suite 200  
 Houston, Texas 77058  
 (281) 462-8888  
**ARCHITECT/ENGINEER**

194 LOTS  
 RECORDED MAY 11, 2008  
 CASE# P050503  
 SHEET 1 OF 2

## LEGAL DESCRIPTION

BEING all that tract of land in the City of Grand Prairie, Tarrant County, Texas, a part of the George Greer Survey, Abstract No. 618, and being all of a 46.599 acre tract of land described as Tract 5 conveyed to Mozley Acquisition and Development, L.P. as recorded in Document Number D205094569, Tarrant County Deed Records, and being all of Tract 3, Mira Lagos, an addition to the City of Grand Prairie according to the amending plat recorded in Cabinet A, Slide 10029, Tarrant County Map Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found for the south corner of said Tract 5, said point being in the northeast line of a tract of land conveyed to Barbara Bobo Barksdale, et al, as recorded in Volume 5664, Page 704, Tarrant County Deed Records, and said point being in the northwest line of England Parkway (a 60 foot right-of-way);

THENCE North 30 degrees 07 minutes 40 seconds West, 1601.07 feet along the northeast line of said Barbara Bobo Barksdale, et al tract of land to a concrete monument found at the west corner of said Tract 5, said point being in the southeast line of Joe Pool Lake Reservoir;

THENCE along the southeast line of Joe Pool Lake Reservoir as follows:

North 65 degrees 51 minutes 58 seconds East, 1084.36 feet along the northwest line of said Tract 5 to a concrete monument found for corner;

North 39 degrees 26 minutes 05 seconds East, 278.56 feet to a concrete monument found for corner, said point being the north corner of said Tract 5, said point being the most southerly west corner of said Lot 3;

North 14 degrees 57 minutes 29 seconds East, 265.00 feet along the northwest line of said Lot 3 to a concrete monument found for corner;

North 19 degrees 00 minutes 08 seconds West, 344.56 feet along the northwest line of said Lot 3 to a concrete monument found for corner, said point being the south corner of a 4.816 acre tract of land described as Tract 2 conveyed to Mozley Development Limited Partnership as recorded in Document Number D205094573, Tarrant County Deed Records;

THENCE North 58 degrees 56 minutes 00 seconds East, 230.91 feet along the northwest line of said Lot 3 and along the southeast line of said Tract 2 to a one-half inch iron rod found for north corner of said Lot 3, said point being in the west line of North Grand Peninsula Drive (a 110 foot right-of-way);

THENCE along the east line of said Lot 3 and along the west line of North Grand Peninsula Drive as follows:

South 17 degrees 04 minutes 14 seconds East 288.58 feet along the east line of said Lot 3 to a one-half inch iron rod found for corner;

Southeasterly, 421.78 feet along a curve to the right having a central angle of 24 degree 17 minutes 15 seconds, a radius of 995.00 feet, a tangent of 214.10 feet,

and whose chord bears South 04 degrees 55 minutes 37 seconds East, 418.63 feet to a one-half inch iron rod found for corner;  
South 07 degrees 13 minutes 00 seconds West, 105.90 feet to a one-half inch iron rod found for corner;

THENCE Southeasterly, 727.46 feet along the east line of said Lot 3, along the northeast line of said Tract 5, along the west line of said North Grand Peninsula Drive, and along a curve to the left having a central angle of 37 degrees 43 minutes 12 seconds, a radius of 1105.00 feet, a tangent of 377.46 feet, and whose chord bears South 11 degrees 38 minutes 35 seconds East, 714.40 feet to a one-half inch iron rod found for corner;

THENCE South 30 degrees 30 minutes 11 seconds East, 570.88 feet to a one-half inch iron found for the east corner of said Tract 5;

THENCE South 12 degrees 22 minutes 57 seconds West, 161.20 feet along the southeast line of said Tract 5 to a one-half inch iron found for corner, said point being in the northwest line of England Parkway;

THENCE along the southeast line of Tract 5 and along the northwest line of England Parkway as follows:

Southwesterly, 933.80 feet along a curve to the right having a central angle of 06 degrees 56 minutes 54 seconds, a radius of 7700.00 feet, a tangent of 467.47 feet, and whose chord bears South 59 degrees 09 minutes 05 seconds West, 933.23 feet to a one-half inch iron rod found for corner;

South 62 degrees 37 minutes 32 seconds West, 133.42 feet to a one-half inch iron found for corner;

Southwesterly, 118.75 feet along a curve to the left having a central angle of 03 degrees 01 minutes 02 seconds, a radius of 2255.00 feet, a tangent of 59.39 feet, and whose chord bears South 61 degrees 07 minutes 01 seconds West, 118.73 feet to the POINT OF BEGINNING and containing 2,237,644 square feet or 51.369 acres of land.

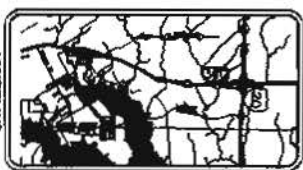
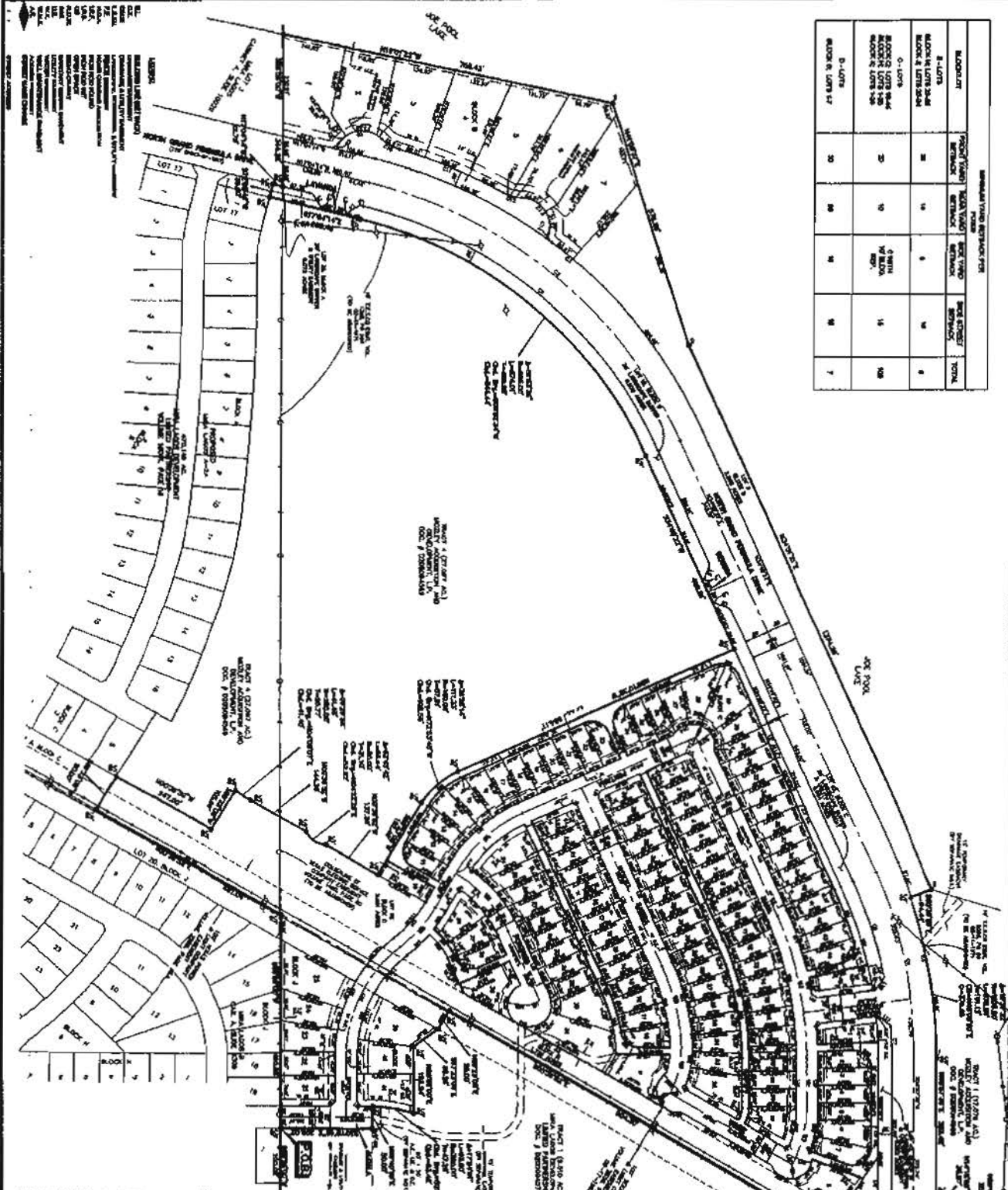


**EXHIBIT A-2**

**LEGAL DESCRIPTION OF VILLAS AT MIRA LAGOS**

[SEE ATTACHED]

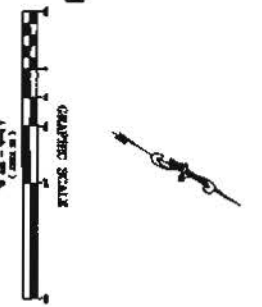
UNIT TYPE	NO. OF UNITS	NO. OF UNITS	NO. OF UNITS	NO. OF UNITS	TOTAL
A-LOFTS	10	10	10	10	40
B-LOFTS	10	10	10	10	40
C-LOFTS	10	10	10	10	40
D-LOFTS	10	10	10	10	40
<b>TOTAL</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>160</b>



1. All units in this development are to be constructed by 12/31/2008. The developer shall provide a schedule of construction for the units and shall provide a schedule of construction for the common areas. The developer shall provide a schedule of construction for the common areas. The developer shall provide a schedule of construction for the common areas.

2. The developer shall provide a schedule of construction for the common areas. The developer shall provide a schedule of construction for the common areas. The developer shall provide a schedule of construction for the common areas.

3. The developer shall provide a schedule of construction for the common areas. The developer shall provide a schedule of construction for the common areas. The developer shall provide a schedule of construction for the common areas.



**THE WALLS AT MARA LAGOS, PHASE 1**  
**FINAL PLAT**  
 CASE# P050602  
 ALTYN AGES, DIV. OF  
 GEORGE OYUN & ASSOCIATES, INC.  
 TARRANT COUNTY, TEXAS

**OWNER/DEVELOPER:**  
 MARA LAGOS DEVELOPMENT  
 5800 Lyndon Ln., Suite 800  
 Dallas, TX 75240  
 (214) 373-1882

**OWNER/DEVELOPER:**  
 JOZEY ACQUISITION AND  
 DEVELOPMENT PARTNERS, L.P.  
 5800 Lyndon Ln., Suite 800  
 Dallas, TX 75240  
 (214) 373-1882

**OWNER/DEVELOPER:**  
 JAMES & BOVA, INC.  
 17000 Dallas Parkway, Suite 300  
 Dallas, Texas 75248  
 (972) 248-7578

RECORDED JULY 22, 2008  
 WY 01, 2008 Sheet 1 of 2

## LEGAL DESCRIPTION

BEING a tract of land in the City of Grand Prairie, Tarrant County, Texas, a part of the G. GREER SURVEY, ABSTRACT NO. 618, and being a part of that 86.531 acre tract of land conveyed to Zack M. Mozley as recorded in Volume 15343, Page 77, Tarrant County Deed Records and being part of that 470.149 acre tract of land conveyed to Mira Lagos Development Limited Partnership, as recorded in Volume 16091, Page 16, Tarrant County Deed Records, Texas and being further described as follows:

COMMENCING at a P.K. nail found at the east corner of said 86.351 acre tract of land, said point being the north corner of said 470.149 acre tract of land, said point being the north corner of Mira Lagos No. B, an addition to the City of Grand Prairie, Texas as recorded in Cabinet A, Slide 9309, Tarrant County Map Records, and said point being in the center of County Road No. 2017 (Arlington Webb Britton Road, a prescriptive use right-of-way);

THENCE South 58 degrees 56 minutes 00 seconds West, 690.69 feet along the southeast line of said 86.351 acre tract of land and along the northwest line of said 470.149 acre tract of land to a one-half inch iron rod found for the POINT OF BEGINNING of the tract of land, said point being the west corner of Lot 20, Block J of said Mira Lagos No. B;

THENCE South 00 degrees 36 minutes 52 seconds East, 481.04 feet along the southwest line of said Mira Lagos B to a one-half inch iron rod set for corner;

THENCE South 89 degrees 23 minutes 08 seconds West, 260.00 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 36 minutes 52 seconds West, 39.55 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 106.28 feet along a curve to the left having a central angle of 05 degrees 49 minutes 38 seconds, a radius of 1045.00 feet, a tangent of 53.19 feet and whose chord bears South 83 degrees 47 minutes 06 seconds West, 106.23 feet to a one-half inch iron rod set for corner;

THENCE South 80 degrees 52 minutes 17 seconds West, 106.10 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 312.27 feet along a curve to the left having a central angle of 15 degrees 17 minutes 31 seconds, a radius of 1170.00 feet, a tangent of 157.07 feet and whose chord bears South 73 degrees 13 minutes 32 seconds West, 311.34 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 555.39 feet along a curve to the left having a central angle of 06 degrees 54 minutes 10 seconds, a radius of 4610.00 feet, a tangent of 278.03 feet and whose chord bears South 62 degrees 07 minutes 41 seconds West, 555.06 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 75.87 feet along a curve to the right having a central angle of 14 degrees 15 minutes 09 seconds, a radius of 305.00 feet, a tangent of 38.13 feet and whose chord bears South 65 degrees 48 minutes 11 seconds West, 75.67 feet to a one-half inch iron rod set for corner;

THENCE South 72 degrees 55 minutes 46 seconds West, 105.85 feet to a one-half inch iron rod set for corner, said point being in the northeast line of the proposed relocation of Grand Peninsula Drive, (a 110 foot right-of-way);

THENCE North 17 degrees 04 minutes 14 seconds West, 22.75 feet along the northeast line of the proposed relocation of Grand Peninsula Drive to a one-half inch iron rod set for corner, said point being in the northwest line of said 470.149 acre tract of land and said point being in the southeast line of said 86.351 acre tract of land;

THENCE South 58 degrees 56 minutes 00 seconds West, 113.37 feet along the southeast line of said 86.351 acre tract of land and along the northwest line of said 470.149 acre tract of land to a one-half inch iron rod set for corner;

THENCE North 17 degrees 04 minutes 14 seconds West, 214.11 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 506.36 along a curve to the right having a central angle of 26 degrees 15 minutes 19 seconds, a radius 1105.00 feet, a tangent of 257.70 feet and whose chord bears North 03 degrees 56 minutes 35 seconds West, 501.94 feet to a one-half inch iron rod set for corner;

THENCE North 80 degrees 48 minutes 56 seconds West, 225.12 feet to a one-half inch iron rod set for corner; said point being in the northwest line of said 86.351 acre tract of land and said point being in the southeast line of said Joe Pool Lake;

THENCE along the northwest line of said 86.351 acre tract of land and along the southeast line of Joe Pool Lake as follows:

North 41 degrees 08 minutes 37 seconds East, 386.30 feet to a brass cap monument found in concrete for corner;

North 34 degrees 51 minutes 21 seconds East, 1374.28 feet to a brass cap monument found in concrete for corner;

North 13 degrees 54 minutes 07 seconds West, 936.11 feet to a brass cap monument found in concrete for corner;

North 31 degrees 02 minutes 23 seconds East, 567.25 feet to a P.K. nail found at the north corner of said 86.351 acre tract of land, said point being in the center of County Road No. 2017;

THENCE South 30 degrees 19 minutes 44 seconds East, 1481.26 along the northeast line of said 86.351 acre tract of land and along the center of County Road No. 2017 to a P.K. nail set for corner;

THENCE South 59 degrees 38 minutes 43 seconds West, 25.00 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 36 minutes 52 seconds East, 1342.87 feet to the POINT OF BEGINNING and containing 3,381,155 square feet of land or 77.621 acres.

**EXHIBIT B-1**

**MOZLEY ESTATES FENCING OVERVIEW**

[SEE ATTACHED]



6'-0" ECONO WOOD FENCE (TYP.) BY BUILDER

6'-0" DECORATIVE WOOD FENCE (TYP.) BY BUILDER

6'-0" DECORATIVE WOOD FENCE (TYP.) BY BUILDER




BUILDER RESTRICTED - ONE STORY RESIDENCE

6'-0" DECORATIVE WOOD FENCE (TYP.) BY BUILDER

6'-0" MASONRY WALL (TYP.) - BY DEVELOPER

NOTE: ALL FRONT YARD FENCES VISIBLE FROM STREET ARE DEED RESTRICTED.

LEGEND:

	BUILDER DEC. WOOD FENCE
	BUILDER ECONO WOOD FENCE
	DEVELOPER MASONRY WALL



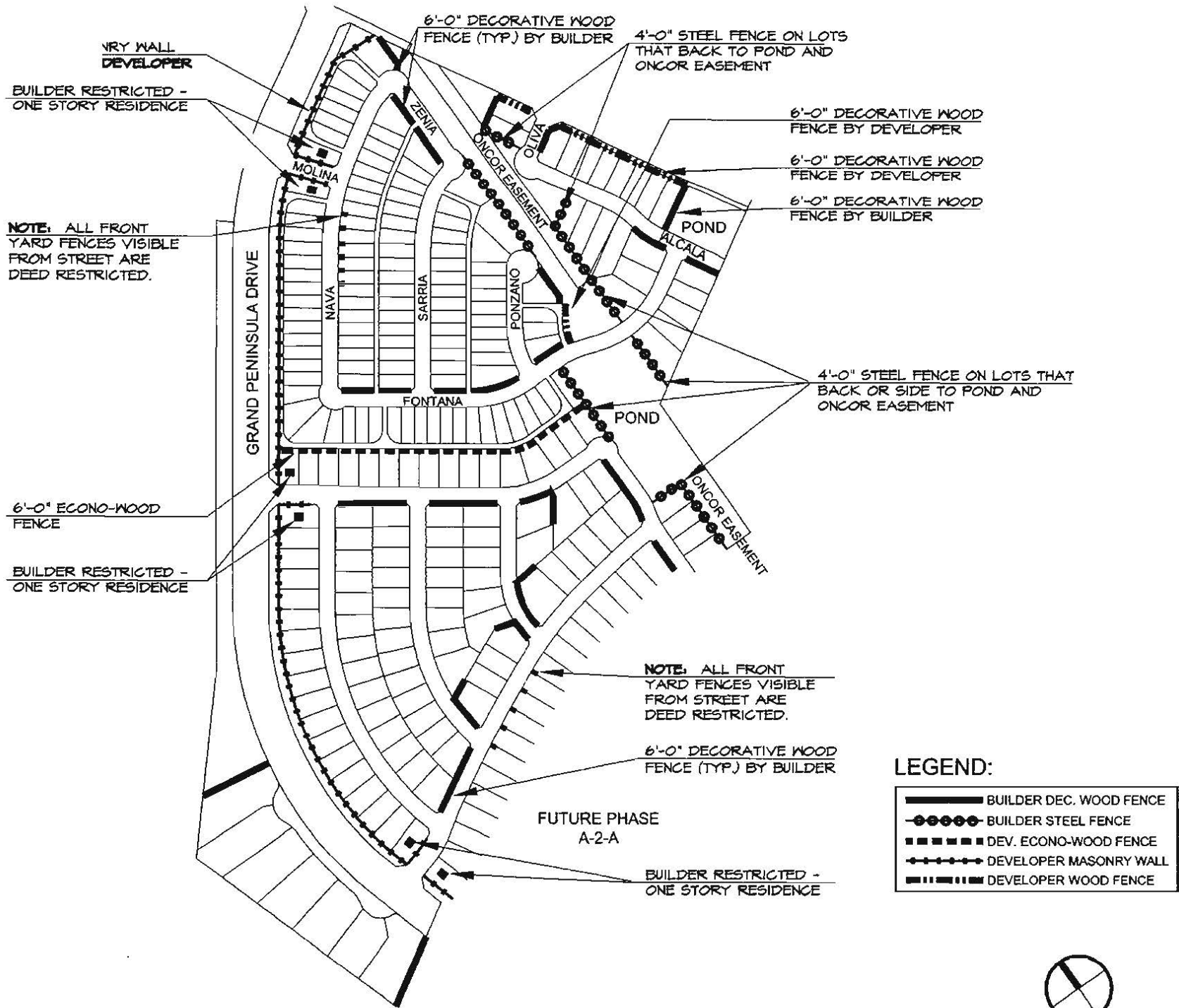
MIRA LAGOS - THE ESTATES - FENCING OVERVIEW



**EXHIBIT B-2**

**MOZLEY VILLAS FENCING OVERVIEW**

[SEE ATTACHED]



**MIRA LAGOS - THE VILLAS - FENCING OVERVIEW**



**EXHIBIT C-1**  
**ESTATES ORDINANCE**

[SEE ATTACHED]

**ORDINANCE NO. 7160  
PLANNED DEVELOPMENT NO. 310  
CASE NO. Z040505B**

**AN ORDINANCE AMENDING THE ZONING MAP AND ORDINANCE TO REZONE A 52.404 ACRE TRACT OF LAND SITUATED IN THE GEORGE GREER SURVEY, ABSTRACT NO. 618, TARRANT COUNTY, CITY OF GRAND PRAIRIE, TEXAS, GENERALLY LOCATED NORTH OF BROAD STREET, SOUTH OF THE NORTH FORK OF JOE POOL LAKE, AND WEST OF FUTURE GRAND PENINSULA BOULEVARD, FROM AGRICULTURE (A) DISTRICT TO A PLANNED DEVELOPMENT DISTRICT FOR SINGLE FAMILY DETACHED (SF) RESIDENTIAL USES; SAID ZONING MAP AND ORDINANCE BEING ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL.**

**WHEREAS**, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and map of said city so as to rezone and reclassify said property (the zoning area) from its classification as follows:

**From Agriculture (A) District to a Planned Development District for Single Family Detached (SF) Residential Uses, and**

**WHEREAS**, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on January 10, 2005 after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

**WHEREAS**, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 7 to 0 to recommend to the City Council of Grand Prairie, Texas, that the hereinafter described property (the zoning area) be rezoned from its classification as follows:

**From Agriculture (A) District to a Planned Development District for Single Family Detached (SF) Residential Uses, and**

**WHEREAS**, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on January 18, 2005 to consider the advisability of amending the Zoning Ordinance and Map as recommended by

the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

**WHEREAS**, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Grand Prairie, Texas, has changed in character since the enactment of the original Zoning Ordinance from its classification of **Agriculture (A) District** and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:**

**I.**

That Ordinance Number 4779, being the Zoning Ordinance and Map of the City of Grand Prairie, Texas, showing the locations and boundaries of certain districts, and said Zoning Ordinance and Map having been made a part of an Ordinance entitled:

"AN ORDINANCE AMENDING IN ITS ENTIRETY CHAPTER 28 OF THE CODE OF ORDINANCES KNOWN AS THE ZONING ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AS PASSED AND APPROVED BY THE CITY COUNCIL ON THE 20TH DAY OF NOVEMBER, 1990, TOGETHER WITH ALL AMENDMENTS THERETO AND ENACTING A REVISED ORDINANCE ESTABLISHING AND PROVIDING FOR ZONING REGULATIONS; CREATING USE DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN..."

and passed and approved November 20, 1990, as amended, is hereby further amended so as to rezone the above described zoning area more particularly described and shown on the attached Exhibit "A" incorporated herein by reference.

**II.**

**RESIDENTIAL SUBDIVISION DESIGN GUIDELINES**

- A. Residential streets are to be curvilinear in design. Alternatives such as "Traditional Grid" street patterns may only be used in those instances where other traditional design and architectural elements are incorporated into the development.
- B. Developments should have at least two points of access for traffic distribution. Streets should be "stubbed" out to undeveloped tracts to allow connectivity as adjacent residential tracts develop.

- C. A residential development with a density of four (4) units or less per developable acre must have a minimum twenty-seven (27) foot wide street. A residential development with a density greater than four (4) units per developable acre must use: (1) a minimum twenty-seven (27) foot wide street with an alley; or (2) a minimum thirty-one (31) foot wide street without an alley. All other street classifications will be based on the city's Thoroughfare Plan. Developable acreage is based on the total platted property less the area used or dedicated for drainage or open space.
- D. Residential streets with a standard paved width of twenty-seven (27) feet shall not intersect arterial or collector thoroughfares unless the paving width is flared to thirty-seven (37) feet at the point of intersection with said thoroughfare. The thirty-seven (37) foot paved width shall taper back to a standard twenty-seven (27) foot paved width at a certain distance back from said thoroughfare in accordance with applicable provisions contained in Article 23, Master Transportation Plan of the Unified Development Code (UDC).
- E. Development must include landscaping and open spaces that are planned and coordinated throughout the development in a manner generally depicted on the proposed land plan shown on Exhibit "C".
- F. All utilities shall be placed underground.

### III.

#### LANDSCAPING AND SCREENING GUIDELINES

- A. Screening fences are to be coordinated throughout the residential subdivision. Screening shall consist of masonry walls, berms, landscaping, wrought iron, or a combination of these elements. Screening walls shall be designed to turn into the neighborhood to avoid uncoordinated fences at all entry points.
  - 1. Six (6) foot high screening fence constructed of masonry with a mortar bond finish on each side shall be provided along all thoroughfares designated as an arterial or collector street on the City's Master Transportation Plan. Brick columns or pilasters shall be spaced at minimum 50-foot centers or placed on residential lot corners. Where a local street cul-de-sac adjoins a thoroughfare designated as an arterial or collector street on the City's Master Transportation Plan, such cul-de-sac shall be fenced with a 6-foot high wrought iron type fence with at least 3 brick columns spaced evenly across the cul-de-sac frontage.
  - 2. Screening fences required along designated arterial or collector streets shall extend (or wrap) into and along the side or rear lots lines, where such conditions exist, of residential lots that abut the local residential entry street(s) that extend into the subdivision from the arterial or collector street. The extended (or wrapping) portion of said screen fence shall not encroach into the required front



yard setback for any residential lot.

3. In those instances where two consecutive and adjoining side or rear yard residential fences are located across the street from a front yard condition, a Type 3 fence constructed of cement fiberboard, concrete thin-wall, or an alternate material shall be installed. A mandatory property-owners association or a public improvement district ("PID") shall maintain such fences.



4. Private residential fences shall consist of cedar and steel posts. Pine is not allowed.

B. Each residential subdivision shall have entry signage that is coordinated with the development screening wall. A plan for all entry signage and screening walls shall be submitted for approval in conjunction with the final plat submittal.

1. One landscaped monument sign feature will be required at a minimum of one street entry along a designated collector or arterial thoroughfare.

C. Single-family lot landscaping:

1. Each house at the time of occupancy shall have the following minimum landscaping:

- a. Two (2)-three-inch caliper trees shall be provided for each residential lot. One tree shall be planted in front of each house with the second tree to be located per homeowner/builder preference.



- b. Tree and shrub species shall be in accordance with the City of Grand Prairie approved tree and plant list contained in Article 8 of the Unified Development Code.



- c. Shrubs shall be provided for each house in any size increment totaling a minimum of 30-gallons per residential lot.

- d. Residential lots shall be fully sodded in accordance with the requirements of the Unified Development Code with full irrigation for entire lot.

D. Tree preservation shall be implemented through development incentives and landscaping requirements.

1. Staff shall administratively approve building setback variances for the purpose of preserving existing trees. Tree protection provisions will be applied as condition of approval.

## IV.

**DENSITY AND DIMENSIONAL REQUIREMENTS**

- A. The zoning area should offer a variety of single family detached housing and lot types in a variety of sizes in conformance with density and dimensional standards prescribed in the attached Exhibit "B", Density and Dimensional Table, with said standards being more particularly described below.
1. The design and location of single family detached residential lots, drainage areas and open spaces shall substantially conform to the proposed land plan depicted on Exhibit "C".
  2. A 25-foot front yard building setback is required for residential lots developed with front entry (street facing) garages. A 20-foot minimum front yard setback will be permitted for residential lots that are built with non-front entry (J-swing /side swing type) garages. This building setback provision shall be noted on the final plat for all phases of the Planned Development zoning area.
  3. Covered front yard porches with a minimum depth of 5 feet, built in front of or attached to the front (street facing) side of the residential living unit, may be constructed with a 20-foot minimum front yard setback. This building setback provision shall be noted on the final plat for all phases of the Planned Development zoning area.
  4. Architectural building projections, such as exterior stairs, exterior chimneys, stoops, bay and/or boxed windows, awnings, and other similar features may project in to the respective building set back by no more than 24-inches.
  5. No main building or structure shall be constructed with less than a 20-foot minimum front yard building setback. This building setback provision shall be noted on the final plat for all phases of the Planned Development zoning area.

## V.

**SUPPLEMENTAL DEVELOPMENT STANDARDS**

- A. Architectural guidelines are to be established for the Planned Development zoning area.
1. Minimum roof pitch to be 8:12 for all roof structures covering main (climate controlled) living areas. Variation in roofing material shall be required in accordance with Section V. A. 5. c. of this Ordinance.
  2. A minimum roof pitch of 6:12 shall be permitted for front yard porches and non-front entry garages that shall include, but not be limited to, side entry, front oriented (J swing) side entry, or detached rear yard garage configurations.

Variation in roofing material shall be required in accordance with Section V. A. 5. c. of this Ordinance.

3. Exterior construction to be predominately composed of masonry materials.
  - a. Minimum eighty percent (80%) of all exterior wall surfaces for 2-story structures or higher shall be structurally designed for and constructed of masonry and/or stone. Certain architectural features shall be excluded from the masonry calculation that would include, but not be limited to, doors, windows, boxed or bay windows, dormers, areas under covered porches one-story in height, and other similar architectural projections. Masonry shall be defined as standard-size full-width brick, stone, cultured stone or stone veneer units. Color variation for brick masonry exteriors shall be required in accordance with Section V. A. 5. a. and b. of this Ordinance.
  - b. Minimum one-hundred percent (100%) of all exterior wall surfaces for 1-story structures shall be structurally designed for and constructed of masonry and/or stone. Certain architectural features shall be excluded from the masonry calculation that would include, but not be limited to, doors, windows, boxed or bay windows, dormers, areas under covered porches one-story in height, and other similar architectural projections. Masonry shall be defined as standard-size full-width brick, stone, cultured stone or stone veneer units. Color variation for brick masonry exteriors shall be required in accordance with Section V. A. 5. a. and b. of this Ordinance.
  - c. Minimum one-hundred percent (100%) of all building elevations directly facing, siding, and/or backing up to a major arterial, collector street, or local residential street shall be structurally designed for and constructed of masonry and/or stone. Certain architectural features shall be excluded from the masonry calculation that would include, but not be limited to, doors, windows, boxed or bay windows, dormers, areas under covered porches one-story in height, and other similar architectural projections. Masonry shall be defined as standard-size full-width brick, stone, cultured stone or stone veneer units. Color variation for brick masonry exteriors shall be required in accordance with Section V. A. 5. a. and b. of this Ordinance.
  - d. All fireplace chimney flues shall be encased in 100% masonry for all chimney types and locations.
4. Residential garage alternatives to be provided to the home owner/purchaser.
  - a. Minimum thirty percent (30%) of all platted residential lots with a width of

60-feet to 69-feet shall have non-front entry garages that shall include, but not be limited to, side entry, front oriented (J-swing) side entry, or detached rear yard garage configurations.

- b. Minimum fifty percent (50%) of all platted residential lots with a width of 70-feet or greater shall have non-front entry garages that shall include, but not be limited to, side entry, front oriented (J-swing) side entry, or detached rear yard garage configurations.
- c. Front entry garages with two or more doors are to have a minimum 12-inch offset between garage doors.
- d. Two-car wide single garage doors are not permitted for front entry garages, but shall be permitted for non-front entry garages that shall include, but not be limited to, side entry, front oriented (J swing) side entry, or detached rear yard garage configurations.
- e. Front entry garages shall not be permitted on lots directly facing a "T" type street intersection, where said lots has frontage along the visual terminus (or "dead-end" position) facing towards the end of the projecting intersecting street. Where two lots have a common side lot line that generally aligns with the center of the projecting intersecting street, non-front entry garages shall be required for both lots. *See Figures 1 and 2 below for examples.*

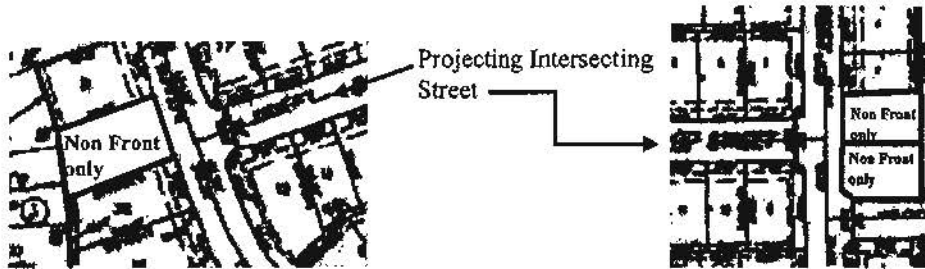


Figure 1 – One lot facing "T" intersection

Figure 2 – Two lots facing "T" intersection

- 5. Variation in architectural design, color scheme, and building profile required.
  - a. No use of the same brick masonry color, duplicate building elevation, and building profile shall be allowed on a house built on a lot that is within 4 lots of a structure constructed with similar building elements that is located on the same side of a street in-between intersecting street(s). No residential building may be built with similar aforementioned building elements and color pallet as one located directly across the street.
  - b. The use of stone, cultured stone, or stone veneer units of the same color



and hue shall be permitted within the Planned Development zoning area but shall not consume more than thirty-five percent (35%) of an exterior wall surface, or a collective series of exterior wall surfaces composing a facade, that are directly facing, siding, and/or backing up to a major arterial thoroughfare, collector street, and/or local residential street.

- c. Three-tab type roof shingles are to be disallowed. One roof shingle color may be used throughout the Planned Development zoning area. However, no use of the same shade or tone of roof shingle color shall be allowed on a house built on a lot within 3 lots of a structure constructed with a similar roof shingle shade or tone that is located on the same side of street in-between intersecting streets. No house may be built with a similar roof shingle shade or tone as one located directly across the street. Home buyers to be provided with at least 5 different shade or tone options for roof shingles.
- B. A unifying urban design theme is to be provided for amenities and streetscape elements with provision for centralized property management to be in place.
1. Unified street signage, mail boxes and street lighting to be coordinated throughout the development.
  2. A mandatory property-owners association and/or a public improvement district ("PID") shall be created to enforce the restrictions contained in this ordinance at the expense of the property owners association and/or PID, and said association and/or PID shall also maintain required masonry screening walls, street landscaping, monument signage, common irrigation, and other common areas within the development. Documentation establishing such district and/or association shall be required at time of final plat review.

## VI.

### FACADE PLANS TO BE SUBMITTED FOR STAFF REVIEW

- A. For the purpose of verifying compliance with the architectural requirements prescribed in Section V. A. of this Ordinance, the developer/builder shall submit proposed building elevations at time of final plat review with associated information describing masonry content, masonry color, garage orientation, and roof shingle specifications. This information will be required for data entry into City's "PD Tracking System" prior to the issuance of building permits for the Planned Development zoning area.

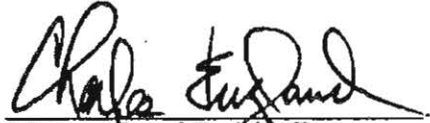
## VII.

All ordinances or parts of ordinances in conflict herewith are specifically repealed.

VIII.


That this Ordinance shall be in full force and effect from its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS THE 18<sup>TH</sup> DAY OF JANUARY, 2005.

  
\_\_\_\_\_  
Mayor, Grand Prairie, Texas

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Secretary

  
\_\_\_\_\_  
City Attorney

Zoning Case No. Z040505B

## Exhibit "A"

Page 1 of 2

## LEGAL DESCRIPTION

BEING all that tract of land in the City of Grand Prairie, Tarrant County, Texas, a part of the George Greer Survey, Abstract No. 618, and being all that 52.382 acre tract of land conveyed to Zack M. Mozley as recorded in Volume 15343, Page 75, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found for the south corner of said 52.382 acre tract of land and said point being the east corner of a tract of land conveyed to Barbara Bobo Barksdale, et al as recorded in Volume 5664, Page 704, Tarrant County Deed Records;

THENCE North 30 degrees 07 minutes 40 seconds West, 1740.94 feet along the southwest line of said 52.382 acre tract of land and along the northeast line of said Barbara Bobo Barksdale tract of land to a concrete monument found at the west corner of said 52.382 acre tract of land, said point being in the southeast line of Joe Pool Lake Reservoir;

THENCE along the northwest line of said 52.382 acre tract of land and along the southeast line of Joe Pool Lake Reservoir as follows:

North 65 degrees 51 minutes 58 seconds East, 1084.36 feet to a concrete monument found for corner;

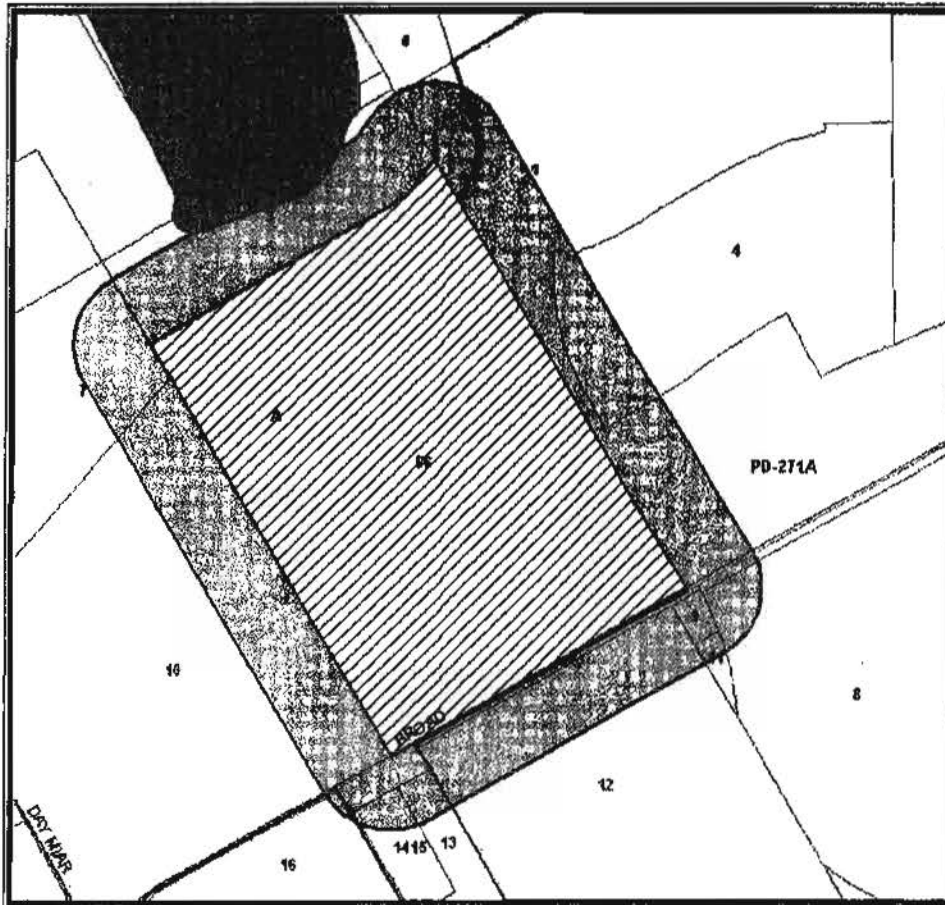
North 39 degrees 26 minutes 05 seconds East, 278.56 feet to a concrete monument found for corner, said point being the north corner of said 52.382 acre tract of land;

THENCE South 30 degrees 30 minutes 11 seconds East, 1753.09 feet along the northeast line of said 52.382 acre tract of land to a one-half inch iron rod found for the east corner of said 52.382 acre tract of land;

THENCE South 61 degrees 03 minutes 46 seconds West, 1351.24 feet along the southeast line of said 52.382 acre tract of land to the POINT OF BEGINNING and containing 2,282,720 square feet or 52.404 acres of land.



# PROPERTY OWNER NOTIFICATION / LOCATION MAP



Cross Hatched Area  
Indicates Property  
Under Review

Shaded Area Indicates  
Notification Boundary  
(if applicable)

CASE NUMBER: Z040505  
ZONING REQUEST -  
ESTATES AT THE PENINSULA

CURRENT ZONING: A

REQUEST:

A request for approval of a  
Zoning Change for the  
Estates at the Peninsula

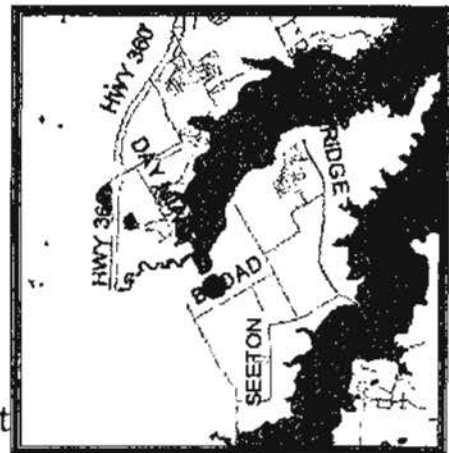
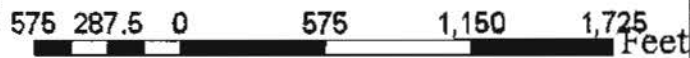
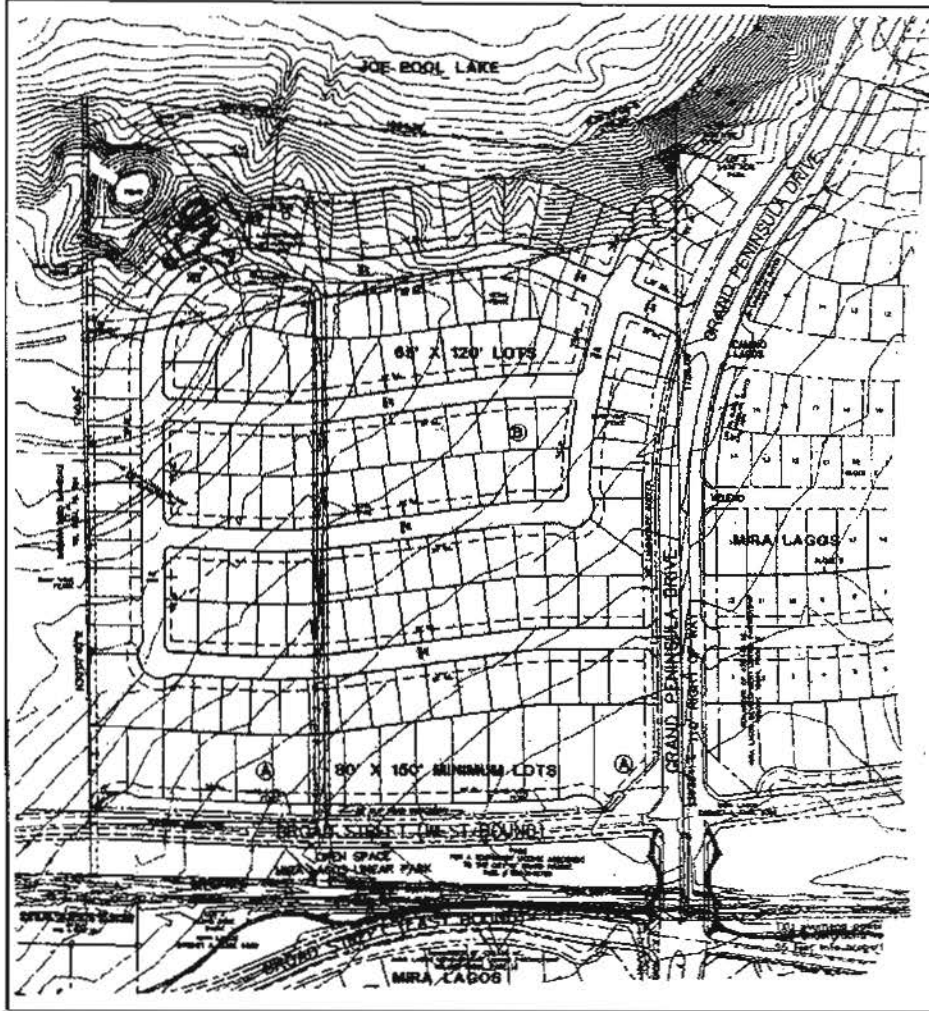
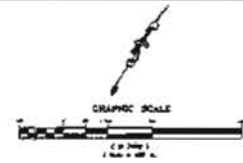


Exhibit "B"  
Density and  
Dimensional Table

Zoning Area Designation	Maximum Density per Gross Acre	Minimum Living Area per Unit (SF)	Minimum Lot Sizes & Dimensions			Min Yard Setbacks in Feet						Max. Height (Foot)	Max. Lot Coverage
			Area (SF)	Width (Feet)	Depth (Feet)	Front w/ front facing garage	Front w/ non front facing garage, and/or front facing porches min. 5' deep	Rear	Internal Side Yard	Side on Street	Rear on Street Greater than 50-foot Right-of-Way		
<b>A</b> (15 lots) 9.7%	4.0	2,200 SF	12,000	80	150	25	20	15	8	15	20	35	40%
<b>B</b> (139 lots) 90.3%	4.0	1,800 SF 20% lots	7,800	65	120	25	20	10	6	15	15	35	50%
		2,000 SF 80% lots											



**NOTE:** This site plan is subject to the City of Grand Prairie, Texas Ordinance No. 7160, which requires that all lots be at least 10,000 square feet in area. The City of Grand Prairie, Texas Ordinance No. 7160 also requires that all lots be at least 10,000 square feet in area. The City of Grand Prairie, Texas Ordinance No. 7160 also requires that all lots be at least 10,000 square feet in area. The City of Grand Prairie, Texas Ordinance No. 7160 also requires that all lots be at least 10,000 square feet in area.



Development Standards			
Standard/Requirement	Min.	Max.	Lot Size
Minimum Lot Area	10,000	10,000	10,000
Minimum Lot Width	30	30	30
Minimum Lot Depth	30	30	30
Minimum Front Setback	10	10	10
Minimum Side Setback	5	5	5
Minimum Rear Setback	5	5	5
Maximum Density	10	10	10
Maximum Coverage	30	30	30

**LOT SIZE LEGEND**  
 (A) - 80' X 150' MINIMUM LOTS: 15  
 (B) - 65' X 120' LOTS (7,800 SF): 139  
**TOTAL LOTS 154**

**ZONING CASE NO Z040505B  
 PLANNED DEVELOPMENT SITE PLAN  
 ESTATES AT THE PENINSULA**

62.404 ACRES OUT OF  
 GEORGE GREER SURVEY ABSTRACT NO. 418  
 CITY OF GRAND PRAIRIE  
 TARRANT COUNTY, TEXAS

**OWNER:**  
 JACK B. MOBLEY  
 3008 ALABAMA STREET, SUITE 400  
 GRAND PRAIRIE, TEXAS 75042 (972) 475-8893

**DEVELOPER:**  
 JAMES B. BOYLE, INC.  
 2200 Parkview Lane, Suite 400  
 Grand Prairie, Texas 75042 (972) 273-1882

**ENGINEER/ARCHITECT:**  
 BUNNEY/MORSE/ROBERTS  
 10000 West Loop West, Suite 100  
 Grand Prairie, Texas 75042 (972) 261-1000

Drawing: C:\Projects\7160\7160\_PDP\7160\_PDP.dwg Date: 11/20/08 1:11 PM

**EXHIBIT C-2**

**VILLAS ORDINANCE**

[SEE ATTACHED]

**ORDINANCE NO. 7159  
PLANNED DEVELOPMENT NO. 309  
CASE NO. Z040504B**

**AN ORDINANCE AMENDING THE ZONING MAP AND ORDINANCE TO REZONE A 92.000 ACRE TRACT OF LAND SITUATED IN THE GEORGE GREER SURVEY, ABSTRACT NO. 618, TARRANT COUNTY, CITY OF GRAND PRAIRIE, TEXAS, GENERALLY LOCATED SOUTH AND WEST OF ARLINGTON-WEBB BRITTON ROAD AND BEING SITUATED ALONG THE SOUTH SIDE OF THE NORTH RESERVOIR OF JOE POOL LAKE, FROM AGRICULTURE (A) DISTRICT TO A PLANNED DEVELOPMENT DISTRICT FOR SINGLE FAMILY - ZERO LOT LINE (SF-ZLL) RESIDENTIAL USES AND SINGLE FAMILY DETACHED RESIDENTIAL USES; SAID ZONING MAP AND ORDINANCE BEING ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL.**

**WHEREAS**, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and map of said city so as to rezone and reclassify said property (the zoning area) from its classification as follows:

**From Agriculture (A) District to a Planned Development District for Single Family - Zero Lot Line (SF-ZLL) Residential Uses and Single Family Detached Residential Uses, and**

**WHEREAS**, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on January 10, 2005 after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

**WHEREAS**, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 7 to 0 to recommend to the City Council of Grand Prairie, Texas, that the hereinafter described property (the zoning area) be rezoned from its classification as follows:

**From Agriculture (A) District to a Planned Development District for Single Family - Zero Lot Line (SF-ZLL) Residential Uses and Single Family Detached Residential Uses, and**

**WHEREAS**, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on January 18, 2005 to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

**WHEREAS**, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Grand Prairie, Texas, has changed in character since the enactment of the original Zoning Ordinance from its classification of **Agriculture (A) District** and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:**

**I.**

That Ordinance Number 4779, being the Zoning Ordinance and Map of the City of Grand Prairie, Texas, showing the locations and boundaries of certain districts, and said Zoning Ordinance and Map having been made a part of an Ordinance entitled:

"AN ORDINANCE AMENDING IN ITS ENTIRETY CHAPTER 28 OF THE CODE OF ORDINANCES KNOWN AS THE ZONING ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AS PASSED AND APPROVED BY THE CITY COUNCIL ON THE 20TH DAY OF NOVEMBER, 1990, TOGETHER WITH ALL AMENDMENTS THERETO AND ENACTING A REVISED ORDINANCE ESTABLISHING AND PROVIDING FOR ZONING REGULATIONS; CREATING USE DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN..."

and passed and approved November 20, 1990, as amended, is hereby further amended so as to rezone the above described zoning area more particularly described and shown on the attached Exhibit "A" incorporated herein by reference.

**II.**

**RESIDENTIAL SUBDIVISION DESIGN GUIDELINES FOR ALL DEVELOPMENT AREAS**

- A. Residential streets are to be curvilinear in design. Alternatives such as "Traditional Grid" street patterns may only be used in those instances where other traditional design and



architectural elements are incorporated into the development.

- B. Developments should have at least two points of access for traffic distribution. Streets should be “stubbed” out to undeveloped tracts to allow connectivity as adjacent residential tracts develop.
- C. A residential development with a density of four (4) units or less per developable acre must have a minimum twenty-seven (27) foot wide street. A residential development with a density greater than four (4) units per developable acre must use: (1) a minimum twenty-seven (27) foot wide street with an alley; or (2) a minimum thirty-one (31) foot wide street without an alley. All other street classifications will be based on the city’s Thoroughfare Plan. Developable acreage is based on the total platted property less the area used or dedicated for drainage or open space.
- D. Residential streets with a standard paved width of twenty-seven (27) feet shall not intersect arterial or collector thoroughfares unless the paving width is flared to thirty-seven (37) feet at the point of intersection with said thoroughfare. The thirty-seven (37) foot paved width shall taper back to a standard twenty-seven (27) foot paved width at a certain distance back from said thoroughfare in accordance with applicable provisions contained in Article 23, Master Transportation Plan of the Unified Development Code (UDC).
- E. Development must include landscaping and open spaces that are planned and coordinated throughout the development in a manner generally depicted on the proposed land plan shown on Exhibit “C”.
- F. All utilities shall be placed underground.
- G. Rear alleyways serving Zero Lot Line subdivisions shall be constructed with a minimum 15-foot right-of-way width. Pavement width for rear alleyways shall be a minimum of 12-feet. A 2.5 foot fence easement shall be platted on each side of the right-of-way of the rear alleyway. Such fence easement provision shall be noted on the final plat for all phases of Zero Lot Line development located within the Planned Development zoning area.

### III.

#### **LANDSCAPING AND SCREENING GUIDELINES FOR ALL DEVELOPMENT AREAS**

- A. Screening fences are to be coordinated throughout the residential subdivision. Screening shall consist of masonry walls, berms, landscaping, wrought iron, or a combination of these elements. Screening walls shall be designed to turn into the neighborhood to avoid uncoordinated fences at all entry points.
  - 1. Six (6) foot high screening fence constructed of masonry with a mortar bond finish on each side shall be provided along all thoroughfares designated as an



arterial or collector street on the City's Master Transportation Plan. Brick columns or pilasters shall be spaced at minimum 50-foot centers or placed on residential lot corners. Where a local street cul-de-sac adjoins a thoroughfare designated as an arterial or collector street on the City's Master Transportation Plan, such cul-de-sac shall be fenced with a 6-foot high wrought iron type fence with at least 3 brick columns spaced evenly across the cul-de-sac frontage.

2. Screening fences required along designated arterial or collector streets shall extend (or wrap) into and along the side or rear lot lines, where such conditions exist, of residential lots that abut the local residential entry street(s) that extend into the subdivision from the arterial or collector street. The extended (or wrapping) portion of said screen fence shall not encroach into the required front yard setback for any residential lot.
  3. In those instances where two consecutive and adjoining side or rear yard residential fences are located across the street from a front yard condition, a Type 3 fence constructed of cement fiberboard, concrete thin-wall, or an alternate material shall be installed. A mandatory property-owners association or a public improvement district ("PID") shall maintain such fences.
  4. Private residential fences shall consist of cedar and steel posts - no pine allowed.
- B. Each residential subdivision shall have entry signage that is coordinated with the development screening wall. A plan for all entry signage and screening walls shall be submitted for approval in conjunction with the final plat submittal.
1. One landscaped monument sign feature will be required at a minimum of one street entry along a designated collector or arterial thoroughfare.
- C. Single-family lot landscaping:
1. Each house at the time of occupancy shall have the following minimum landscaping:
    - a. Two (2)-three-inch caliper trees shall be provided for each residential lot. One tree shall be planted in front of each house with the second tree to be located per homeowner/builder preference.
    - b. Tree and shrub species shall be in accordance with the City of Grand Prairie approved tree and plant list contained in Article 8 of the Unified Development Code.
    - c. Shrubs shall be provided for each house in any size increment totaling a minimum of 30-gallons per residential lot.
    - d. Residential lots shall be fully sodded in accordance with the requirements of