

40004-0004-0004

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
MIRA LAGOS**

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made on the date hereinafter set forth by MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership ("Declarant") and PENINSULA INVESTMENT LIMITED PARTNERSHIP, a Texas limited partnership ("Investor").

WITNESSETH:

A. Declarant is the owner of certain real property located in Grand Prairie, Tarrant County, Texas described on Exhibit A-1 attached hereto and made a part hereof ("Declarant's Property"). Investor is the owner of certain real property located in Grand Prairie, Tarrant County, Texas described on Exhibit A-2 attached hereto and made a part hereof ("Investor's Property"). Declarant's Property and Investor's Property is herein collectively called the "Property."

B. Declarant and Investor desire for the Property, together with such other land, if any, as may from time to time be added to the Property in accordance with this Declaration, to be developed as a planned residential community known as MIRA LAGOS.

C. Declarant and Investor desire to provide for the organization of the Association (hereinafter defined) which will be responsible for, among other matters, the administration and enforcement of this Declaration and maintenance of the Common Maintenance Areas (hereinafter defined).

D. To accomplish these objectives, Declarant and Investor desire to subject the Property to the covenants, conditions, restrictions, reservations, easements, servitudes, liens, charges and other terms provided in this Declaration.

NOW, THEREFORE, Declarant and Investor hereby adopt, establish and impose upon the Property and declare that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, servitudes, liens, charges, and other terms provided in this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and all of which shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest therein or any part thereof.

**ARTICLE I
DEFINITIONS**

Section 1.1 "55' Lot" shall mean a Lot approximately 55 feet wide and 120 feet deep.

Section 1.2 "60' Lot" shall mean a Lot approximately 60 feet wide and 120 feet deep.

Section 1.3 "70' Lot" shall mean a Lot approximately 70 feet wide and 120 feet deep.

Section 1.4 "80' Lot" shall mean a Lot approximately 80 feet wide and 120 feet deep.

Section 1.5 "85' Lot" shall mean a Lot approximately 85 feet wide and 120 feet deep.

Section 1.6 "Association" shall mean and refer to MIRA LAGOS Homeowners Association, Inc., a Texas not-for-profit corporation, established for the purposes set forth in this Declaration, and its successors and assigns.

Section 1.7 "ACC" shall mean the Architectural Control Committee organized pursuant to Article V of this Declaration.

Section 1.8 "Board" shall mean the Board of Directors of the Association.

Section 1.9 "City" shall mean the City of Grand Prairie, Tarrant County, Texas.

Section 1.10 "Common Areas" shall mean any areas of land designated as "Common Area" or "Open Space" on any Plat together with any and all Improvements situated thereon and all such other land and Improvements as the Association may, at any time and from time to time, acquire by purchase, dedication or otherwise, subject however to the easements, limitations, restrictions, dedications, and reservations applicable thereto pursuant to this Declaration, any Plat or prior grants or dedications by Declarant or the City.

Section 1.11 "Common Maintenance Areas" shall mean the Common Areas and such entrance features and monuments, drainage facilities, detention ponds, median and right-of-way landscaping and other areas, Improvements or facilities lying within private easement areas or dedicated public easements or rights-of-way as the Board from time to time shall elect to maintain for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Members.

Section 1.12 "Conversion Date" shall have the meaning given to such term in Section 3.3(b) of this Declaration.

Section 1.13 "Declarant" shall mean and refer to MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership and its successors and assigns to whom the rights and powers reserved herein to Declarant are expressly conveyed or assigned in writing and who consent in writing to assume such rights and powers.

Section 1.14 "Decorative Metal Fence Specifications" shall mean the specifications attached hereto as Exhibit D for the decorative metal fence to be constructed and maintained on each Open Space Lot as provided in this Declaration.

Section 1.15 "Design Guidelines" shall mean such written design standards and guidelines as the ACC may adopt, supplement and/or amend from time to time establishing standards and guidelines relating to, among other matters, front, side and rear yard sizes, exterior wall materials, roof materials and pitch, fencing standards, screening, landscaping and other architectural, design or aesthetic matters.

7500-H-00NH-00P

Section 1.16 "Designated Fence Lots" shall mean the Lots designated as such by Declarant from time to time by written amendment to this Declaration.

Section 1.17 "Designated Fence Specifications" shall mean the specifications attached hereto as Exhibit B for the six foot (6') wood fence to be constructed and maintained on each Designated Fence Lot as provided in this Declaration.

Section 1.18 "Developer" shall mean and refer to any person or entity who acquires and holds title to any portion of the Property for the purpose of subdividing such property into Lots and developing within such subdivision streets, utilities and other infrastructure Improvements.

Section 1.19 "Improvement" shall mean every facility, amenity or structure and all appurtenances thereto of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, patios, tennis courts, swimming pools, garages, driveways, storage buildings, recreational facilities and equipment, sidewalks, fences, gates, screening walls, retaining walls, entry features or monuments, stairs, decks, landscaping, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, lakes or ponds (whether used for recreation and/or as part of a storm drainage system), pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

Section 1.20 "Linear Park" shall mean the approximate 43-acre park to be constructed by Declarant at the approximate location shown on Exhibit C attached.

Section 1.21 "Lot" shall mean and refer to any plot of land indicated on any Plat creating single family homesites together with all Improvements thereon.

Section 1.22 "Maintenance Fund" shall have the meaning given to such term in Section 3.7(a) of this Declaration.

Section 1.23 "Member" shall mean and refer to every person or entity who holds membership in the Association. The Declarant and each Owner shall be a Member in the Association.

Section 1.24 "Ordinance" shall mean Ordinance No. 6657, adopted by the City Council of the City on July 2, 2002, a copy of which is attached hereto as Exhibit E and made a part hereof.

Section 1.25 "One Story Lots" shall mean Lots the side or rear Lot line of which abut any Common Area or Common Maintenance Area on which an entrance feature is located, such One Story Lots being designated as such by Declarant from time to time by written amendment to this Declaration.

Section 1.26 "Open Space Lots" shall mean any Lot the side or rear Lot line of which abuts the Linear Park, any open space designated as such on a Plat and such other Lots as may be designated as such by Declarant from time to time in a written amendment to this Declaration.

Section 1.27 "Owner" shall mean and refer to the record owner, including sellers

0000 • 4200 • 42000072

pursuant to executory contracts for conveyance and whether one or more persons or entities, of fee simple title to any Lot, but excluding those persons or entities having such interest merely as security for the performance of an obligation. A Developer that owns any portion of the Property shall be deemed to be the Owner of the number of Lots shown on a preliminary plat approved by the City of that portion of the Property owned by such Developer until such time as a Plat has been recorded.

Section 1.28 "Perimeter Lots" shall mean Lots the rear Lot line of which abuts Day Mirar Road, Arlington Webb Britton Road, Grand Peninsula Drive and Seeton Road and such other Lots as may be designated as Perimeter Lots by Declarant from time to time by written amendment to this Declaration.

Section 1.29 "Plat" shall mean a subdivision plat or plats of any portion of the Property now or hereafter filed for record in the Map or Plat Records of Tarrant County, Texas, as such plat or plats may be amended from time to time.

ARTICLE II RESERVATIONS, EASEMENTS AND DEDICATIONS

Section 2.1. Recorded Plats. All dedications, limitations, restrictions and reservations shown on any Plat now or hereafter filed for record are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each contract, deed or conveyance conveying any portion of the Property or any Lot included within such Plat, whether specifically referred to therein or not. No variance granted by the City from the minimum setback lines shown on the applicable Plat shall reduce the set back requirement of this Section unless such reduction is approved in writing by the ACC.

Section 2.2. Easements. Easements and rights-of-way may be reserved on any Plat now or hereafter filed for record for the purposes of constructing, maintaining and repairing a system or systems of streets, alleys, electric light, electric power, gas, telegraph, telephone, water distribution, sewers, cable television, garbage collection or any other utility which the Developer of any portion of the Property included within such Plat sees fit to install in, across and/or under the Property. Conveyance of any portion of the Property or any Lot included within such Plat, by contract, deed or otherwise, shall be subject to all such easements. Subject to obtaining any consent or approval required by the City and subject to the approval of Declarant, such approval not to be unreasonably withheld, any Developer, for the benefit of itself or its successors and assigns, shall have the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing such Improvements. No structure, plant or material shall be placed or permitted in any easement area which may damage or interfere with installation or maintenance of any of the foregoing utilities, including, without limitation, any structure, plant or material which may hinder or change the direction or flow of drainage channels or slopes in any easement for stormwater retention, a detention pond and/or a conservation area. The Owner of each Lot shall mow grass and weeds and keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot. Neither Declarant nor any Developer or utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees, flowers or any other Improvements on the land covered by such easements.

1000H-000H-000

Section 2.3. Declarant's Easement of Correct Drainage. Declarant hereby reserves a blanket easement on, over and under the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance, and prior to the Conversion Date, the Declarant shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage for any portion of the Property. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

Section 2.4. Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structures upon the Common Areas caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.

Section 2.5. Temporary Completion Easement. Each Lot shall be subject to an easement of ingress and egress for the benefit of a Developer, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of such Lot as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon adjacent Lots, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the first Owner of the Lot who acquires the Lot for the purpose of constructing and occupying a single family residence on the Lot.

Section 2.6. Owners' Easement of Enjoyment. Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Members of the Association;

(b) the right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) the right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to the conditions as may be agreed by the Association.

The easements described in this Section 2.6 are easements appurtenant to and running with the land which shall at all times inure to the benefit of and be binding upon the Owners, and all of their grantees, and their respective heirs, successors, personal representatives and assigns. No portion of the Common Area may be mortgaged or conveyed without the consent of the Declarant and 66-2/3% of the Class A Members. In the event that ingress or egress to any residence is through any Common Area, any such encumbrance or conveyance shall be made subject to an easement providing the Owner of such residence ingress and egress.

**ARTICLE III
MIRA LAGOS HOMEOWNERS ASSOCIATION**

Section 3.1. Forming a Homeowners Association.

(a) The establishment of the Association shall be accomplished by the filing of Articles of Incorporation for the Association with the Secretary of State of Texas and the subsequent issuance by the Secretary of State of a Certificate of Incorporation for the Association.

(b) The Declarant shall have no responsibility or liability for (i) the management or operation of the Association, (ii) any actions taken or omitted to be taken by or on behalf of the Association as a result of, in connection with, under or pursuant to this Declaration or the Property or (iii) except as otherwise provided in Section 3.11, any liabilities, obligations, debts, actions, causes of action, claims, debts, suits or damages incurred by or on behalf of or arising in connection with the Association, the Property or the duties and obligations of the Association pursuant to this Declaration.

Section 3.2. Membership in the Association. The Declarant and every other Owner of a Lot, including any successive buyer(s), shall become automatically and mandatorily a Member of the Association; provided, after the Conversion Date, the Declarant shall be a Member only if and to the extent that it is also an Owner. Membership shall be appurtenant to, and shall not be separated from, ownership of a Lot, but no person or entity shall be a Member merely by having an interest in a Lot as security for the performance of an obligation.

Section 3.3. Voting Rights. The Association shall have two (2) classes of voting membership:

(a) **Class A.** The Class A Members shall be all Owners (other than the Declarant) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) **Class B.** The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each vote allocated to Class A Members. The Class B membership shall terminate and be converted to Class A membership (the "Conversion Date") upon the earlier to occur of (i) seventy-five percent (75%) of the Lots to be developed on the Property have been conveyed to homeowners, or (ii) December 31, 2020. The Declarant may at any time elect to terminate its Class B membership and its status as Declarant by written notice to the Board, whereupon such Class B membership shall be converted to a Class A membership with respect to any Lots then owned by Declarant.

All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Declaration or is otherwise in default hereunder or under the By-Laws or any other rules or regulations of the Association. Members are expressly prohibited from cumulating their votes in any election for Directors of the Association. Prior to all meetings of Members, the Board shall determine the

total number of votes outstanding and the Members entitled to vote.

Section 3.4. Board of Directors.

(a) The Members of the Association shall elect the Board of the Association subject to the provisions of Section 3.4(b), and the Board shall, by majority vote, conduct all of the business of the Association, except when membership votes are required pursuant to this Declaration or pursuant to the Articles of Incorporation or By-Laws of the Association.

(b) The Board, for the benefit of the Members, shall have the following general powers and duties, in addition to the specific powers and duties provided for in this Declaration and in the Articles of Incorporation or the By-Laws of the Association or by law:

(i) to execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of the Association;

(ii) to borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners;

(iii) to enter into contracts and maintain one or more bank accounts;

(iv) to retain the services of lawyers, accountants and any other persons or service providers reasonably necessary for the operation and management of the Association;

(v) to delegate certain of its duties and powers to one or more committees of the Board who shall be appointed by and serve at the pleasure of the Board;

(vi) to annually prepare separate operating and capital Improvements budgets and to annually establish the amount of annual assessments and special assessments, if any, required to meet the operating and projected capital needs of the Association;

(vii) to make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by Members of the Association constituting a majority of the outstanding votes of the Members;

(viii) to make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals;

(ix) to adjust the amount, collect and use any insurance proceeds to repair damaged or replace lost property, and if proceeds are insufficient to repair damaged or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;

H000H - 00NH - 0HN

(x) to enforce the provisions of this Declaration and any rules and regulations duly adopted by the Board or any committee acting under the authority of the Board and to enjoin and seek damages from any Owner for violation of such provisions or rules and regulations;

(xi) to collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings; and

(xii) to have any and all other powers which are necessary or incidental to the operation and management of the Association.

(c) The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the Maintenance Fund, and except as otherwise expressly provided for herein, the exclusive right and obligation to manage the business and affairs of the Association.

(d) The Association shall indemnify its directors and officers to the fullest extent provided by the Texas Non-Profit Corporation Act as the same exists or may hereafter be amended.

(e) The Board may retain the services of a professional management company to operate and manage the Association, and in connection therewith, may contract for the performance of certain of the Board's duties and obligations upon such terms and conditions as the Board may determine to be necessary or appropriate.

Section 3.5. By-Laws. Bylaws for the Association shall be adopted by the Board and may be amended from time to time in the manner provided in the By-Laws or the Articles of Incorporation. In the event of any conflict between the By-Laws and this Declaration, this Declaration shall prevail.

Section 3.6. Funding of Association Expenses. No mandatory assessments shall be due for any period prior to the formation of the Association. Except as otherwise provided in Section 3.11 with respect to the Declarant, each Owner shall pay to the Association (a) annual assessments as provided in Section 3.7 and (b) special assessments as provided in Section 3.8, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on each Lot, and if unpaid as described in Section 3.10, shall constitute a continuing lien upon the Lot against which each such unpaid assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall be the personal obligation of the Owner of such Lot at the time when the assessment is due and payable. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, provided that the lien for such assessments shall continue and may be enforced against the Lot.

Section 3.7. Annual Assessments.

(a) Lots Owned by Class A Members. From and after the date the Association is formed, each Lot owned by a Class A Member shall be subject to an annual assessment of \$420.00 for the purpose of creating a fund to be designated and known as the

WPC - HND - H00074

"Maintenance Fund". The rate at which each Lot will be assessed for subsequent calendar years and whether such assessment will be paid monthly, quarterly or annually will be determined annually by the Board not later than December 1 of each year. Such rate may be adjusted from year to year by the Board as the needs of the Association may, in the judgment of the Board, require, and as reflected in annual operating and capital Improvements budgets adopted by the Board; provided, in any calendar year the rate may not be increased by more than ten percent (10%) of the rate in effect for the preceding calendar year. The assessment for each Lot owned by a Class A Member shall be uniform.

(b) Purpose of Maintenance Fund. The Maintenance Fund shall be used to improve, beautify, maintain, manage and operate the Common Maintenance Areas and to operate and manage the Association so as to promote the recreation, health, safety, convenience and welfare of the Members of the Association. Such uses and benefits to be provided by the Association may include, by way of example and not limitation, any or all of the following: normal, recurring maintenance and operation of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking and otherwise caring for existing landscaping) and the Improvements to such Common Maintenance Areas, including without limitation, entry features, walls, retaining walls, monuments, signage, irrigation systems, payment of all reasonable and necessary expenses in connection with the collection and administration of assessments (both annual and special); taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas; services of such personnel as the Board shall determine to be necessary or proper for the operation of the Association, employing one or more architects, engineers, attorneys, accountants or other consultants for the purpose of advising the Board or the ACC in connection with their respective duties and authorities; providing insurance, including liability, casualty or workers compensation, to the extent determined to be necessary or advisable by the Board or otherwise required by this Declaration; providing service contractors to manage and maintain recreational facilities, if any; establishing a reserve fund for the periodic maintenance, repair and replacement of Improvements in the Common Maintenance Areas in accordance with the capital Improvements budget in effect from time to time; and doing any other thing or things necessary or desirable in the opinion of the Board to keep the Property neat and in good order, or which is considered to be for the general benefit of the Members of the Association, it being understood that the judgment of the Board in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. The purpose of any reserve fund established by the Board shall be to ensure the continuous and perpetual use, operation, maintenance and/or supervision of all Common Maintenance Areas.

Section 3.8. Special Assessments. In any calendar year, the Board may make a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital Improvement upon any Common Maintenance Area, including fixtures and personal property related thereto. Without the prior approval of the Class B Member and a majority of the Class A Members, in no event may the Board make a special assessment in excess of \$200 per Lot in any calendar year. The Association shall not commingle the proceeds of any special assessment with the Maintenance Fund. The proceeds of a special assessment shall used solely and exclusively for the purpose for which such assessment was made.

15004 • 00NH • 04H

Section 3.9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid in full at the lesser of eighteen percent (18%) per annum or the maximum non-usurious rate allowed by applicable law. The Association shall have the authority to impose late charges to compensate for the administrative costs of processing late payments on such terms as may be established by the Board. The Association may bring an action at law against the Owner personally obligated to pay the same, may foreclose the lien against the Lot and/or may pursue any other legal or equitable remedy available to it.

Section 3.10. Subordinated Lien to Secure Payment. To secure the payment of any assessments levied by the Association, there is hereby reserved a continuing lien on each Lot for the benefit of the Association, which lien, together with any liens created pursuant to Section 8.4(b), shall be subordinate and inferior to the liens of any valid, bona fide mortgage or deed of trust lien now existing or hereafter created and encumbering such Lot to secure any purchase money or home improvement loan. Sale or transfer of any Lot shall not impair the enforceability or priority of the liens reserved by this Declaration against such Lot.

Section 3.11. Declarant Liable for Association Deficits. Declarant shall not be obligated to pay any assessments against any Lots owned by Declarant; provided, prior to the Conversion Date, Declarant shall be obligated to contribute to the Association amounts sufficient to cover any shortfall between the amount of dues paid by Class A members and the amount necessary to pay the ordinary and necessary operating expenses of the Association.

ARTICLE IV USE RESTRICTIONS

Section 4.1. Residential Use. The Property and all Lots platted on the Property shall be used for single-family residential purposes only and for streets, parks, open spaces, amenity centers and other facilities ancillary to single-family residential purposes, except that Declarant may authorize a Lot to be used by a builder for a model home or as a temporary parking lot adjacent to model homes. No building shall be erected, altered, placed or permitted to remain on a Lot other than one detached single-family residence not exceeding two stories in height with a private garage as provided below. No residence on any One Story Lot may exceed one story in height.

Section 4.2. Single-Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three unrelated persons living together as a single housekeeping unit, together with any household servants.

Section 4.3. Garage Required. Each residence shall have a minimum of a two-car garage conforming with then-applicable City zoning ordinances and codes, and the garage must conform in design and materials with the main structure of the residence. No garage shall be converted to living space or used for any purpose other than customary storage of household items and the parking of automobiles, except for temporary usage as part of the sales facilities contained in any model homes constructed by a home builder.

Section 4.4. Driveways. All driveways shall be surfaced with concrete or a similar substance approved in writing by the ACC.

Section 4.5. Single Family Residential Construction. As used in this Declaration, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of such Lots for garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purposes. Unless otherwise approved in writing by the ACC or unless further restricted by City ordinances, rules or regulations, (i) the masonry requirement for all residential construction is a minimum of eighty percent (80%) of the total structure; 100% masonry, masonry veneer or stucco coverage where structurally possible (exclusive of openings, insets, protrusions or areas under covered porches) on the front elevation; (ii) the rear elevation of residences on all Perimeter Lots shall be 100% masonry, where structurally possible (exclusive of openings, insets or protrusions); (iii) as to each Lot (other than a 60' Lot or a 55' Lot): the side and front elevations of the roof of each residence shall have a minimum 8/12 roof pitch and the rear elevations of the roof of each residence shall have a minimum 6/12 roof pitch; and as to each 55' Lot and each 60' Lot: side, front and rear elevations of the roof of each residence shall have a minimum 6/12 roof pitch; (iv) the shingles for the roof of each residence shall be a minimum twenty-year warranty shingle or its equivalent, weatherwood or similar color; all roofing materials must be fireproof to conform to all applicable requirements of the City and are subject to prior written ACC approval. Any retaining wall visible from a public street shall be constructed of "builder's granbury stone" laid in a running bond pattern with white mortar and regular sand. Any chimney constructed on an exterior wall of a residence shall have 100% masonry coverage. As used in this Declaration, "masonry" shall mean brick, stone or stucco and shall not include concrete bricks or cement fibreboard products such as hardiplank.

Section 4.6. Minimum Living Area Within Improvements. Each single-family residence constructed on a Lot shall contain at least the minimum amount of living area required by the Ordinance.

As used herein, the term "living area" shall mean the number of air conditioned square feet of interior floor space in the residential structure on the Lot, exclusive of open porches, garages or carports, and detached accessory buildings.

Section 4.7. Sidewalks. Sidewalks shall be constructed in conformance with City specifications and regulations and the plans for each residential building on each Lot shall include plans and specifications for such sidewalks on the front of each Lot and on the side of each corner Lot, and the same shall be constructed and completed before the main residence is occupied.

Section 4.8. Mailboxes. Mailboxes shall be constructed of a uniform design and materials determined by the ACC in writing and shall conform to the Ordinance and all other requirements of the City. Mailboxes shall be maintained by the Owners of the Lots.

Section 4.9. Location of the Improvements upon the Lot. No building shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on a Plat unless approved by the City and the ACC. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

Section 4.10. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be conducted on any Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the Property and the advertising and lighting effects utilized to display model homes.

Section 4.11. Use of Temporary Structures. No structure of a temporary character, whether dwelling, shop, trailer, basement, tent, shack, garage, barn or other outbuilding, or above-ground swimming pool of any kind, shall be maintained or used on any Lot at any time as a residence or for any other purpose with the exception of children's playhouses, dog houses, or other uses that may be approved by the ACC; provided, however, that Declarant reserves the right to permit the erection, placement and maintenance of any such temporary facilities in or upon any portions of the Property as, in the discretion of Declarant, may be necessary or convenient while selling or constructing residences and constructing other Improvements upon the Property. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model homes, signs, parking lots and portable toilet facilities.

Section 4.12. Storage of Automobiles, Boats, Trailers and Other Vehicles. No motor vehicle or non-motorized vehicle, recreational vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any portion of the Property for more than twenty four (24) hours in any seventy two (72) hour period unless such vehicle is less than twenty one (21) feet in length and is completely concealed from public view inside a garage or other enclosure approved by the City and the ACC except passenger automobiles and vans, motorcycles, pick-up trucks or pick-up trucks with attached bed campers that are in operating condition with current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. None of the foregoing vehicles shall at any time be used as a residence or office on any Lot, temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of a home or homes in the immediate vicinity. No automobile, truck or other vehicle, regardless of ownership, age, condition or appearance shall remain on or about any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use except pursuant to written approval and authorization of the ACC. If a complaint is received about a violation of any part of this Section, then the ACC will be the final authority on the matter.

Section 4.13. Mineral Operations. No drilling, development operation, refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnel, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

Section 4.14. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No more than four (4) pets will be permitted on each Lot. It is the expressed intent and purpose of this Section to restrict the use of the Property so that no person shall quarter on any part of the Property cows, horses, bees, snakes, hogs, sheep, goats, guinea, fowls, ducks, chickens, turkeys, skunks or any

HOOVER • CONN • OHN

other animal that may interfere with the quietude, health or safety of the community. If common household pets are kept, they must be restrained or confined inside a fenced area in the rear of the Lot or within the home. When away from the home, pets must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. All animals must be tagged for identification and vaccinated against rabies.

Section 4.15. Walls, Fences and Hedges. Unless approved in writing by the ACC, each rear yard of a Lot shall be enclosed by a privacy fence. No hedge in excess of three (3) feet in height, no wall and no fence shall be erected or maintained so that the same extends less than five feet behind the front façade of the residence. No side or rear fence or wall shall be more than eight (8) feet high. All fences must be constructed of wooden, tubular steel or brick masonry material or materials approved by the ACC before installation. All fences shall be constructed so that the sides of the fence containing the structural supports are not facing any street right-of-way, Common Area or school yard. Any fence or wall shall be erected and completed within thirty (30) days after the main residence is occupied and shall become the property of the Lot on which the same is erected and shall be maintained and repaired by the Owner of the Lot. No wood fence may be stained to alter the fence color from a natural wood color. Clear sealants may be applied without prior approval of the ACC, including, by way of example, Olympic Oil Base Cedar Natural Tone Semi-Transparent Stain, Ready Seal OIS, Thompson's Clear Water Seal, Sherwin Williams' Clear Wood Finish or equivalent products. The use or application of paint (or any stain which cures in a solid color) is prohibited. The Owner of each Designated Fence Lot shall construct and maintain a six foot (6') wood fence in accordance with the Designated Fence Specifications along the rear and side Lot line of each such Designated Fence Lot. The Owner of each Open Space Lot shall construct and maintain a four foot (4') decorative metal fence in accordance with the Decorative Metal Fence Specifications along any Lot line which abuts the Linear Park. If the abutting Lot line is the rear Lot line, then the decorative metal fence shall extend along each side yard boundary at least ten feet (10') from the rear Lot line. Fences or walls erected by any Developer or builder shall become the property of the Owner of the Lot on which the same are erected and, in the event no other party maintains such fences or walls, shall be maintained and repaired by such Owner. In the event that any fence intersects with any other fence, the higher fence shall be decreased in height, at a steady rate, over the last ten feet in length of such fence before it intersects with the lower fence so that there is a smooth transition from the higher level down to the lower level of the fence. No two fence segments of different heights shall meet without the ten-foot transition area required above unless otherwise permitted in writing by the ACC. For the purposes of this Section, a fence shall "intersect" with another fence at any point where there is an appearance from any street that the fence segments meet or are in close proximity to each other.

Section 4.16. Landscaping. A landscape plan shall be reviewed and approved by the ACC for each Lot. At a minimum, the landscaping for each Lot shall consist of a fully sodded front yard and a fully grassed side yard on the street side of each corner Lot and the planting of two (2) trees a minimum of three inch (3") caliper in the front yard of each Lot between the building set back line and the sidewalk or in the front parkway between the sidewalk and the curb. Landscaping shall be in place within thirty (30) days after the main residence is occupied.

Section 4.17. Visual Obstruction at the Intersections of Public Streets. Unless otherwise approved in writing by the ACC, no fence, wall, hedge, shrub plantings or any other obstruction which obstructs sight lines at elevations between three and six feet above the

roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within ten feet from the pavement unless otherwise approved in writing by the ACC. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 4.18. Lot Maintenance. Each Owner or occupant of any Lot shall at all times keep all weeds and grass cut in a sanitary, healthful and attractive manner, edge the street curbs and sidewalks that run near their Lot lines, and shall in no event use any Lot for storage of materials and equipment, except for normal residential requirements in conformity with this Declaration or incident to construction of Improvements thereon as herein permitted. The drying of clothes in full public view is prohibited, and the Owner or occupant of any Lot at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment or storage piles which are incident to the normal residential requirements of a typical family. No vegetables shall be grown in any area of the Lot visible from a street. Compost heaps may be maintained only in rear yards. No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained if they are visible from the front street side of the Lot, and no air conditioning apparatus shall be installed on the roof of any residence or on the ground in front of a residence. No solar collectors may be installed on the roof of any building. All Owners and occupants shall comply with any ordinances enacted by the City pertaining to the storage and disposal of garbage, trash and other waste materials. No Lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view in a manner approved by the ACC. Equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. New building materials used in the construction of Improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of Improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 4.19. Signs, Advertisements and Billboards. 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 public view except the following:

(a) **For Sale Signs.** An Owner may erect (1) sign not exceeding 2' X 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

(b) **Declarant's Signs.** Signs or billboards may be erected by the Declarant or builders advertising their homes for sale during the period of original construction and home sales, provided all such signs shall be subject to approval by the ACC.

(c) **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

Safety Signs (as hereinafter defined) may be displayed on a Lot. "Safety Sign" shall mean (a) "No Trespassing" signs placed on fencing of a Lot; (b) home security system warning signs or (c) "Beware of Dog" signs; provided, however, that no Safety Sign shall exceed six inches by eight inches in size. The ACC or the Association shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. In addition to the foregoing, to protect the safety and harmony of the community, no person shall engage in picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner or Declarant.

Section 4.20. Antennas. Unless otherwise approved in writing by the ACC, exterior antennae, aerials, satellite dishes or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind may not be placed on the exterior of any residence constructed on any Lot or on any portion of any Lot, except that (i) antennae, satellite dishes or other apparatuses that are one meter or less in diameter and that are designed to receive transmissions other than television broadcast signals shall be permitted, and (ii) antennae or satellite dishes designed to receive television broadcast signals shall be permitted. Any of the foregoing permitted devices (a "Permitted Device") must be located in an area where such Permitted Device is not visible from any portion of any street. A Permitted Device that complies with the provisions of this paragraph shall not require ACC approval prior to installation. If the Owner of a Lot reasonably determines that the Permitted Device cannot be located in compliance with the foregoing non-visibility requirement without precluding reception of an acceptable quality signal, then the Owner may install the Permitted Device in the least conspicuous alternative location on the Lot where an acceptable quality signal can be obtained. The ACC shall have the right to approve such alternative location, such approval not to be unreasonably withheld.

Section 4.21. Parking. No vehicles, trailers, implements or apparatus may be driven or parked in any Common Maintenance Area (except temporary parking of motor vehicles in designated parking areas while using such Common Maintenance Area for its intended purpose) or on any easement.

Section 4.22. EPA Compliance. The Owner of each Lot shall comply with all Environmental Protection Agency rules and regulations regarding erosion control and compliance with a Storm Water Pollution Prevention Plan affecting the Lots (the "Plan") which will include elements necessary for compliance with the National Pollutant Discharge Elimination System. Neither Declarant nor any commercial homebuilder will bear any responsibility for complying with a Plan on any Lot upon the sale of such Lot to an Owner.

Section 4.23. Exterior Storage. No exterior storage items of any kind such as storage buildings, greenhouses or workshops shall be permitted on any Lot except with prior written approval and authorization of the ACC. Any such storage building shall be built of substantially the same material and design as the house situated on the Lots and must be approved by the ACC. Storage items must be placed in areas attractively screened or concealed from view from neighboring property, pathways and streets.

Section 4.24. Decorative Street Signs. The Association will, at its expense, maintain, repair and replace all decorative street signs in the Property or reimburse the City for such maintenance, repair and replacement costs.

Section 4.25. Other.

(a) Except within fireplaces in the main residential dwelling and except for outdoor cooking in barbecue grills, no burning of anything shall be permitted anywhere on the Property.

(b) All utilities shall be installed underground unless otherwise approved in writing by the ACC. No gas meter shall be set nearer the street than the front or side of the dwelling unless the meter is designed for and installed underground.

(c) No patio covers or other patio roofing structure shall be erected or constructed on a Lot without the prior written approval of the ACC, unless part of the initial construction by a builder.

(d) Basketball goals must have clear plexiglass backboards and black poles and may be installed only with the prior written approval of the ACC. Temporary basketball goals may be placed on a Lot only with the prior written approval of the ACC.

(e) No garage sales may be held except on dates and times, and in accordance with written rules, prescribed by the ACC.

(f) All exterior holiday decorations must be removed within 30 days after the holiday to which they relate.

WITHIN EASEMENTS ON EACH LOT, AND WITHIN DRAINAGE SWALES RUNNING BETWEEN LOTS, UNLESS OTHERWISE APPROVED IN WRITING BY THE ACC, NO STRUCTURES, PLANTING OR MATERIALS SHALL BE PLACED OR PERMITTED TO REMAIN THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES, WHICH MAY CHANGE THE DIRECTION OF FLOW WITHIN DRAINAGE CHANNELS OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH DRAINAGE CHANNELS. DECLARANT OR THE ACC MAY REQUIRE ANY OWNER CAUSING ANY CHANGE IN THE FLOW OF SURFACE WATER TO REMOVE AT SUCH OWNER'S EXPENSE, ANY STRUCTURE OR IMPROVEMENTS CAUSING SUCH ALTERATION.

AFTER DECLARANT OR ANOTHER DEVELOPER HAS GRADED THE LOT, THE GENERAL GRADING, SLOPE AND DRAINAGE PLAN OF A LOT (INCLUDING THE INSTALLATION OF RAISED SHRUB BEDS, SWIMMING POOLS OR SIMILAR

HND • HND • HND • HND

IMPROVEMENTS) MAY NOT BE ALTERED WITHOUT (i) THE PRIOR WRITTEN APPROVAL OF THE ACC AND (ii) THE PRIOR WRITTEN APPROVAL OF THE CITY AND OTHER APPROPRIATE AGENCIES HAVING AUTHORITY TO GRANT SUCH APPROVAL.

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE

Section 5.1. Appointment. There is hereby created an Architectural Control Committee (the "ACC") which shall have the power and authority to exercise the duties provided in this Article V. The ACC shall consist of three (3) members who prior to the Conversion Date shall be appointed and subject to removal by the Declarant and thereafter shall be appointed and subject to removal by the Board. In the event of the death, resignation or removal by the appointing party of any member of the ACC, such appointing party shall have full authority to designate and appoint a successor within sixty (60) days after such death, resignation or removal. If no such appointment is made on a timely basis, the remaining member(s) of the ACC shall appoint a successor member. No member of the ACC shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration.

Section 5.2. Authority.

(a) No portion of the Property may be platted, subdivided, replatted or resubdivided without the prior written approval of the ACC; provided, a plat of any portion of the Property which plat does not vary materially from the Concept Plan attached hereto as Exhibit C will not require ACC approval. No landscaping may be undertaken and no Improvement may be commenced, erected, placed, maintained or altered on any Lot or on any other portion of the Property, nor may any exterior painting of, exterior addition to, or alteration of, such items be made by any party other than the Declarant until all plans therefore have been submitted to and approved in writing by the ACC in accordance with procedures and guidelines adopted by the ACC. In reviewing matters submitted for its approval, the ACC may consider any information that it deems appropriate, including, without limitation, any one or more of the following:

(i) conformity and harmony of the proposed plat or replat and of any landscaping or other Improvement to existing development in the Property, surrounding areas and community standards and any design guidelines from time to time in effect for the Property;

(ii) quality of workmanship and materials, adequacy of site dimensions, adequacy of design and proper facing of main elevation with respect to nearby streets;

(iii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed Improvements and in relation to Improvements on other Lots in the Property;

MNO • HNOO • HGOOH

(iv) permits, environmental impact statements or percolation tests that may be required by the ACC or any other entity;

(v) obstruction of views from the development or other Lots; and

(vi) any other standards set forth within this Declaration or matters as to which the ACC has been vested with the authority to render a final interpretation and decision.

Without limiting the foregoing, the ACC is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the ACC, adversely affect the living enjoyment of one or more Owners or the general value of Lots in the Property. In considering the harmony of external design between existing structures and a proposed building being erected, replaced or altered, the ACC shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans. Declarant and the ACC will require that Developers and homebuilders developing any portion of the Property will construct and install screening walls, entry features and monuments and other hardscape/landscape features in a consistent manner throughout the Property and that the same shall be consistent in design, materials and quality so as to create a harmonious community identity. Such screening walls, entry features and monuments and other hardscape/landscape features for any portion of the Property shall be required to be completed at or within a reasonable time following substantial completion of subdivision improvements within such portion of the Property or phases thereof, if such portion of the Property is developed in phases.

(b) The ACC may refuse to approve any matters submitted to it on any grounds that, in its sole and absolute discretion, are deemed sufficient, including, including purely aesthetic grounds. The Declarant and the Association shall have the authority and standing to enforce in a court of competent jurisdiction any decision of the ACC.

Section 5.3. Procedure for Approval.

(a) As to any matter within the scope of the ACC's authority under this Declaration, each of the following documents (and all modifications thereof) to the extent applicable, must be submitted to the ACC in duplicate, at the office of the Declarant, 5950 Berkshire Lane, Suite 850, Dallas, Texas 75225, or such other address as may hereafter be designated in writing from time to time, and its approval must be obtained, in writing, prior to the document's submission to the City (to the extent the City's approval is required) or prior to its implementation:

- (i) preliminary plat or replat;
- (ii) final plat or replat
- (iii) engineering plans and specifications;
- (iv) landscaping, fencing and general development plans;

WINDY • CONDO • #100074

(v) plans for any Improvements, showing the nature, kind, shape, height, materials and location of all landscaping and Improvements, and specifying any requested variance from the setback lines, garage location or other requirement set forth in this Declaration, and, if requested by the ACC, samples of proposed construction materials; and

(vi) any other data or information requested or deemed reasonably necessary by the ACC.

(b) The ACC may postpone its review of any matter submitted for approval pending receipt of any information or material which the ACC, in its sole discretion, may require. At such time as the submitted documents meet the approval of the ACC, one complete set of the submitted documents will be retained by the ACC, and the ACC will notify the appropriate party in writing of its approval. If disapproved by the ACC, the ACC shall deliver to the appropriate party a written statement of disapproval setting forth the reasons for disapproval, which statement shall be signed by an authorized representative of the ACC. In no event shall the ACC give oral approval of any documents. If the ACC fails to respond to any submitted documents within forty-five (45) days after the date of submission, the matters submitted shall be deemed to be approved ten (10) days after written notice to the ACC which written notice shall state that the ACC's failure to respond within such ten-day period will result in a deemed approval of the submitted item. Notwithstanding the foregoing, the forty-five (45) day period referenced in the preceding sentence shall not commence until all information required to be submitted to the ACC or requested by it has been received; there shall be no deemed approval of a request for variance under Section 5.5, any such approval to be evidenced only by express written approval. Material modifications or changes in any materials submitted to the ACC following approval by the ACC shall be resubmitted for its inspection and approval.

(c) Once the ACC has approved a set of final plans and specifications submitted by a builder for a house to be constructed on a Lot, that builder may use such plans and specifications for other homes it will construct in the Property provided that (a) there shall be at least one Lot on the same side of the street between Lots with houses using the same or substantially the same floor plan; (b) there shall be at least three Lots on the same side of the street between Lots with houses using the same or substantially the same exterior elevations; and (c) no houses with the same or substantially the same exterior elevations shall be constructed on Lots directly across the street from each other. The term "builder" shall mean a person or entity regularly engaged in the on-going business of constructing single-family homes for sale to owner-occupants.

Section 5.4. Standards. The ACC shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with the standards set forth in this Declaration, provided that the ACC shall have sole discretion with respect to all standards specified herein. One objective of the ACC is to conform generally with community standards and prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built or maintained in the Property. The ACC shall have the authority, among other things, to prohibit the use of lightweight composition roof material, to require that the colors of roofing materials be earth tones, to require the use of certain types of divided light windows (such as bronzed, white or black), to prohibit or regulate the use of solar or heating panels, to regulate the construction and maintenance of awnings, to require street

#1000H-000H-000H

signs, mail boxes and address plates to be of a certain uniform type, material and design, to regulate the style of chimney caps and generally to require that any plans meet the standards of the existing Improvements on neighboring Lots. The 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; provided, however, any such published Design Guidelines shall not be binding on the ACC and shall not constitute the sole basis for approval or disapproval of plans, specifications and other materials submitted to the ACC for approval.

Section 5.5. Variances. Upon submission of a written request for same, the ACC may, from time to time, in its sole discretion, permit Owners to construct, erect or install Improvements which are in variance from this Declaration or architectural standards which are provided for in this Declaration or which may be promulgated in the future. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. Written requests for variances shall be deemed to be disapproved if the ACC has not expressly and in writing approved such request within thirty (30) days of the submission of such request. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests, and the grant of a variance to any Owner shall not constitute a waiver of the ACC's right to strictly enforce this Declaration and architectural standards provided hereunder against any other Owner. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent for any future waiver, modification or amendment of the terms and provisions hereof.

Section 5.6. Duration of Approval. The approval of the ACC of any matter submitted to it, whether by action or inaction and any variances granted by the Master Architectural Committee shall be valid for a period of 90 days only. If the action approved is not undertaken within such 90-day period and diligently prosecuted to completion thereafter, the matters shall be resubmitted to the ACC, and the ACC shall have the authority to re-evaluate such matter in accordance with this Declaration and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval thereof.

Section 5.7. No Waiver of Future Approval. The approval of the ACC to any matter requiring the approval or consent of the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other matter subsequently or additionally submitted for approval by the same or a different person, nor shall such approval or consent be deemed to have established a precedent for future approvals by the ACC.

Section 5.8. Liability of Declarant and Committee. Neither the Declarant, Members of the ACC, the Association, nor the officers, directors, employees, agents or representatives of any of them shall have any liability to any one submitting matters to the ACC for approval or to any Owner of property affected by any decision of the ACC by reason of mistake in judgment, negligence or malfeasance or for any other reason arising out of or in connection with approval or disapproval of matters submitted to the ACC. Any defects or errors in or omissions from the

UNNO • UNDO • UNO • UNO • UNO

documents submitted to the ACC shall be the responsibility of the entity or person submitting the documents, and the ACC shall have no obligation to check for defects or errors in or omissions from any such documents or to check for such documents' compliance with the general provisions of this Declaration, City codes and regulations, FHA or VA regulations, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

ARTICLE VI ANNEXATION

Section 6.1. Annexation by Declarant. At any time prior to the Conversion Date subject to Section 8.6 of this Declaration, the Declarant may, at its sole option, annex additional property to this Declaration to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant and the owners of the property to be annexed setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property. From and after the date of such annexation, the term "Property" shall include any such annexed property.

Section 6.2. Annexation by Action of Members. At any time after the Conversion Date, the Board may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by Owners constituting at least two-thirds (2/3) of the outstanding votes of the Members of the Association. Such annexation shall be evidenced by a Declaration of Annexation as described in Section 6.1 above executed by the owners of the property to be annexed and by or on behalf of the requisite number of Owners.

Section 6.3. No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any Owner to annex any property to this Declaration and no owner of property excluded from the Declaration shall have any right to have such property annexed thereto.

ARTICLE VII INSURANCE; REPAIR AND RESTORATION

Section 7.1. Insurance. The Board shall have the authority to and shall obtain insurance for all insurable Improvements in the Common Maintenance Areas. Such insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall obtain (i) a public liability policy applicable to the Common Areas covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents and (ii) a directors' and officers' liability insurance covering the Board and any officers of the Association against such liabilities and in such amounts as the Board shall determine to be commercially reasonable. The public liability

6100-H-0004-010

policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

Premiums for all insurance shall be an expense of the Association payable from the Maintenance Fund. Each policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether any casualty insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Texas and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) Other than directors' and officers' liability insurance policies, all policies shall be written in the name of the Association for the benefit of the Owners.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board.

(d) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants or their mortgagees, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Dallas or Tarrant County, Texas, area.

(f) The Board of Directors shall make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, the Association, its manager and the Owners;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be cancelled, invalidated, or suspended on account of any defect or the conduct of any director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association or its manager;

(iv) that any "other insurance" clause in any policy shall exclude individual Owners' policies from consideration; and

(v) that no policy may be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association.

In addition to the other insurance required by this Section 7.1, the Board shall obtain workmen's compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be at least the sum of three (3) months assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 7.2. Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Board. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of property.

Section 7.3. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Section 3.8 of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as his undivided responsibility, pay any excess costs of repair or replacement.

Section 7.4. Destruction of Improvements on Individual Lots. In the event of destruction (total or partial) to the Improvements on any individual Lot due to fire or any other cause, each Owner covenants and agrees to commence all necessary repairs, reconstruction or complete removal of the damaged Improvements within four (4) months of the date that the damage occurs and to complete such repair, reconstruction or removal to completion within a reasonable time from the commencement of such work. Repairs, reconstruction or complete removal of damaged Improvements may be commenced more than four (4) months after the date of occurrence of damage if the delays in commencement are caused by factors beyond the reasonable control of the Owners of the damaged Improvements.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1. Term. The covenants, conditions and restrictions set forth in this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time the term of this Declaration shall be automatically extended for successive periods of ten (10) years each. Upon the expiration of the initial twenty-five (25) year term or any extension, Owners constituting at least seventy-five percent (75%) of the outstanding votes of the Members of the Association may elect to terminate the Declaration so long as prior written consent has been obtained from the City, which election to so terminate the Declaration shall be evidenced by a written instrument signed by or on behalf of Members holding the requisite

number of votes, countersigned by a duly authorized representative of the City and properly recorded in the land records of Tarrant County, Texas.

Section 8.2. Amendments. This Declaration may not be amended except pursuant to a written instrument setting forth such amendment that is signed by a duly authorized representative of the Declarant or the Association certifying that such amendment has been approved by Declarant and by Owners (or on behalf of Owners) constituting at least 66-2/3% of the outstanding votes of the Class A Members of the Association. Such written instrument shall be properly recorded in the land records of Tarrant County, Texas.

Section 8.3. Other Jurisdictional Authority. No Lot shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of any governmental agency or subdivision having jurisdiction over the Property.

Section 8.4. Remedies.

(a) In the event of any default by any Owner under the provisions of this Declaration or the By-Laws, rules and regulations of the Association, the Declarant, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the By-Laws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for the payment of money and collection thereof, or for any combination of such remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Declarant or the Association in connection with any such action or proceeding, including court costs and attorneys' fees and other fees and expenses, and all damages, permitted by law from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed a part of assessments (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and Improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Declarant, the Association or any Owner.

(b) In the event that any Owner of a Lot shall fail to observe or comply with any restriction, condition, covenant, term or provision of this Declaration, or in the event any Lot (including any building or residence located thereon) is, in the judgment of the ACC or of the Association, through the Board, so maintained by its Owner as to not comply with this Declaration or so as to present a public or private nuisance or so as to substantially detract from the appearance or quality of the neighboring Lots or other areas of the Property which are substantially affected thereby or related thereto, the ACC or the Association, through the Board, may, by resolution, make a finding to that effect specifying the particular condition or conditions which exist, and pursuant to such resolution deliver notice to the offending Owner that unless corrective action is taken within ten (10) days, the Association will cause such action to be taken at such Owner's cost. If at the expiration of said ten (10) day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered, on behalf of the Association, to cause such action to be taken and the cost (the "Maintenance Cost") thereof

110001-0001-110001

AND • HND • HND • HND • HND

shall be assessed against the Lot of the offending Owner. In addition to and cumulative of any other right or remedy available to the Association at law or in equity to enforce the provisions of this Declaration, including the right to recover any Maintenance Cost incurred by the Association, the Association may assess such Owner a fine of \$25 per day for each day that the Owner fails to be in compliance. Maintenance Costs and any such fine and the costs of collection (including attorneys' fees) shall be the personal obligation of the Owner of the Lot against which Maintenance Costs and/or any such fine are levied, and shall be secured by a continuing lien hereby created against such Lot and all Improvements thereon. Each Owner, by accepting a deed or ownership interest in a Lot, shall be deemed conclusively to have granted a power of sale to the Association to secure and enforce the lien hereinabove granted. Any duly authorized representative of the Association may, at its option, prepare a written notice of lien setting forth the amount of Maintenance Costs and/or any such unpaid fine, the name of the Owner of the Lot and a description of the Lot and cause the same to be filed in the Real Property Records of Tarrant County, Texas. Such lien may be enforced by the non-judicial foreclosure of the defaulting Owner's Lot by the Association in the manner provided for the foreclosure of real property mortgages with power of sale under Texas Property Code §51.002. Any member of the Board may post notices of foreclosure as trustee for the Association and conduct the foreclosure sale. Any such Maintenance Cost and/or fine shall be paid to the Association.

Section 8.5. Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying any unplatted portion of the Property or any one or more Lots or any ownership interest in a Lot whatsoever, the person to whom such portion of the Property, Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and By-Laws, whether or not mention thereof is made in said deed.

Section 8.6. HUD/VA Approval. As long as there is a Class B Member, the following actions shall require the approval of the Federal Housing Administration or Veterans Administration so long as such entity is guaranteeing any mortgage in the Property: annexation of additional property to the Declaration, except for annexation by Declarant pursuant to a plan of annexation previously approved by the HUD or the VA; dedication or mortgaging of Common Areas to any public entity; and material amendment of the Declaration or Bylaws or Articles of Incorporation of the Association; mergers and consolidations or dissolution of the Association.

Section 8.7. Captions. The captions and headings in this Declaration are for convenience only, are not substantive terms, and shall not affect the meaning of or construction given to any term or provision of this Declaration.

Section 8.8. Unenforceability of Any Provision. Determination that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this Declaration which shall remain in full force and effect and shall to the maximum extent possible under applicable law be construed to give effect to the intent of the Declaration including the invalid or unenforceable provisions.

Section 8.9. Governing Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Texas.

**The Remainder of This Page
Left Blank Intentionally**

040485-00073

EXECUTED effective as of the 18th day of October, 2002.

DECLARANT:

MIRA LAGOS DEVELOPMENT
LIMITED PARTNERSHIP, a
Texas limited partnership

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

By: Richard E. LeBlanc
Name: Richard E. LeBlanc
Title: V. Pres

INVESTOR:

PENINSULA INVESTMENT
LIMITED PARTNERSHIP, a
Texas limited partnership

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

By: Richard E. LeBlanc
Name: Richard E. LeBlanc
Title: V. Pres

Signature Page to
Declaration of Covenants, Conditions and Restrictions
for
Mira Lagos

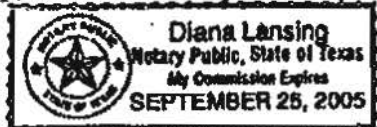
1400071-0004-0001

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me this 18 day of October, 2002, by ~~Walter Damon~~ Richard E. LeBlanc, Vice, President of Hanover Services Group, Inc., a Texas corporation, on behalf of said corporation, acting in its capacity as general partner of Mira Lagos Development Limited Partnership, a Texas limited partnership.



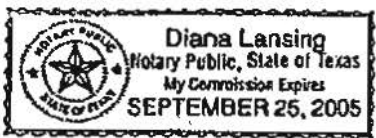
Diana Lansing
Notary Public for the State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me this 18 day of October, 2002, by ~~Walter Damon~~ Richard E. LeBlanc, Vice, President of Hanover Services Group, Inc., a Texas corporation, on behalf of said corporation, acting in its capacity as general partner of Peninsula Investment Limited Partnership, a Texas limited partnership.



Diana Lansing
Notary Public for the State of Texas

Signature Page to
Declaration of Covenants, Conditions and Restrictions
for
Mira Lagos

4500M • 000H • 400SH

JOINDER BY LIENHOLDER

The undersigned, Texas Capital Bank, National Association, a national banking association ("Lender"), the beneficiary under that certain Deed of Trust, Security Agreement and Assignment of Rents and Leases (the "Deed of Trust") dated as of October 23, 2002 from Peninsula Master Limited Partnership to John D. Hudgens, Trustee to be recorded in the Real Property Records of Tarrant County, Texas covering and affecting the Property, hereby joins in the execution of this Declaration of Covenants, Conditions and Restrictions ("Declaration") for the purpose of evidencing Lender's (i) consent to this Declaration and (ii) subordination of the Deed of Trust to the rights, interests and easements contained in this Declaration. Lender's subordination of the Deed of Trust shall be to the same effect as if this Declaration had been executed and recorded prior to the execution and recording of the Deed of Trust.

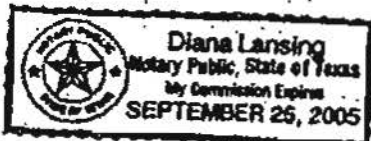
Dated October 23, 2002.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: Brett Walker
Name: Brett Walker
Title: AVP

STATE OF TEXAS §
 §
 §
 §
COUNTY OF ~~TARRANT~~ §

This instrument was acknowledged before me this 23 day of October, 2002 by Brett Walker, Asst. Vice President of Texas Capital Bank, National Association, a Texas state banking association, on behalf of said association.



Diana Lansing
Notary Public for the State of Texas

DECLARANT'S PROPERTY

FWO • HNOO • HOOH

BEING all that tract of land in the City of Grand Prairie, Tarrant County, Texas, a part of the C.M. Adams Survey, Abstract No. 38, A.N. Curry Survey, Abstract No. 332, T.D. Curry Survey, Abstract No. 335, J.A. Curry Survey, Abstract No. 338, G. Greer Survey, Abstract No. 618, R. McCoy Survey, Abstract No. 1104, S.C. Neill Survey, Abstract No. 1159, and the G.A.F. Wash Survey, Abstract No. 1945 and being all of the 12.67 acre tract of land and the 11.0 acre tract of land conveyed to Kong Meng Vang as recorded in Volume 11155, Page 2160, Tarrant County Deed Records, and being all of the 11.000 acre tract of land conveyed to Ge Long Yang as recorded in Volume 12113, Page 1718, Tarrant County Deed Records, and being all of Lot 2, Block 1, Cornerstone Acres, an addition to the City of Grand Prairie as recorded in Cabinet A, Slide 7836, Tarrant County Plat Records, being all of the 35.36 acre tract of land conveyed to James Donald Duke Trust No. 1, as recorded in Volume 12952, Page 537, Tarrant County Deed Records, being all of the 35.19 acre tract of land conveyed to James Donald Duke Trust No. 1, as recorded in Volume 12952, Page 537, Tarrant County Deed Records, being all of the 45.72 acre tract of land conveyed to John F. Day, as recorded in Volume 1121, Page 391, Tarrant County Deed Records, being all of the 44.393 acre tract of land conveyed to Ronnie McGlothlin, as recorded in Volume 14337, Page 440, Tarrant County Deed Records, being all of the 48.8725 acre tract of land conveyed to Day Miar 48.75, LP, as recorded in Volume 14933, Page 43, Tarrant County Deed Records, being a part of a 72.231 acre tract of land conveyed to Lester A. Levy, Trustee, as recorded in Volume 5491, Page 752, Tarrant County Deed Records, being a part of the 301.58 acre tract of land conveyed to Lester A. Levy, Trustee, as recorded in Volume 5491, Page 745, Tarrant County Deed Records, and being all of the tract of land conveyed to Harvey Children Trust, as recorded in Volume 7576, Page 1440, Tarrant County Deed Records, and being all of the 155.818 acre tract of land conveyed to J. Morris Back Family Trust, as recorded in Volume 13072, Page 247, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a P.K. nail found at the west corner of said 12.67 acre tract of land, said point being the intersection of the center of Day Miar Road with the southeast line of Broad Street;

THENCE along the northwest line of said 12.67 acre tract of land and the southeast line of Broad Street as follows:

North 36 degrees 52 minutes 20 seconds East, 107.36 feet to a three-eighths inch iron rod found for corner;

Northeasterly, 339.20 feet along a curve to the right having a central angle of 24 degrees 06 minutes 24 seconds, a radius of 806.20 feet, a tangent 172.15 feet, and whose chord bears North 48 degrees 46 minutes 33 seconds East, 336.70 feet to a three-eighths inch iron rod found for corner;

North 60 degrees 50 minutes 56 seconds East, 702.42 feet to a steel fence post found for the north corner of said 12.67 acre tract of land;

THENCE South 29 degrees 55 minutes 59 seconds East, 100.01 feet along the northeast line of said 12.67 acre tract of land to a three-eighths inch iron rod found at the west corner of said Lot 2;

Exhibit A-1
Declarant's Property
Page A-1-1

UTLHO - HANCO - H. COON - CHUN

THENCE North 60 degrees 49 minutes 37 seconds East, 10.00 feet along the northwest line of said Lot 2 to a one-half inch iron rod set for the west corner of Lot 1R of said Cornerstone Acres;

THENCE South 29 degrees 55 minutes 59 seconds East, 475.77 feet to a one-half inch iron rod set for the south corner of Lot 1R of said Cornerstone Acres;

THENCE North 60 degrees 15 minutes 39 seconds East, 191.90 feet to a one-half inch iron rod set for the east corner of Lot 1R of said Cornerstone Acres;

THENCE North 28 degrees 44 minutes 29 seconds West, 473.84 feet to a one-half inch iron rod set for the north corner of Lot 1R of said Cornerstone Acres and being in the northwest line of said Lot 2;

THENCE North 60 degrees 49 minutes 37 seconds East, 148.15 feet to a three-eighths inch iron rod found at the north corner of said Lot 2, said point being in the southwest line of said 35.36 acre tract of land;

THENCE North 29 degrees 55 minutes 27 seconds West, 100.01 feet to a P.K. nail found in fence post at the west corner of said 35.36 acre tract of land, said point being in the southeast line of Broad Street;

THENCE North 60 degrees 49 minutes 53 seconds East, 1165.53 feet along the southeast line of said Broad Street to a one-half inch iron rod found for corner;

THENCE North 29 degrees 59 minutes 27 seconds West, 24.23 feet to a P.K. nail set in the centerline of Broad Street;

THENCE North 60 degrees 00 minutes 00 seconds East, 81.42 feet along the centerline of said Broad Street to a railroad spike set at the south corner said 155.818 acre tract of land;

THENCE along the southwest line of said 155.818 acre tract of land as follows;

North 30 degrees 30 minutes 11 seconds West, 1778.09 feet to a concrete monument found for corner;

North 14 degrees 57 minutes 29 seconds East, 265.00 feet to a concrete monument found for corner;

North 19 degrees 00 minutes 08 seconds West, 344.56 feet to a concrete monument found at the south corner of a 86.351 acre tract of land conveyed to JPHL, INC. as recorded in Volume 10983, Page 706, Tarrant County Deed Records;

THENCE North 58 degrees 56 minutes 00 seconds East, 2705.91 feet to a railroad spike found for the north corner of said 155.818 acre tract of land, said point being the east corner of said 86.351 acre tract of land, said point being in the centerline of Arlington Webb Britton Road;

THENCE South 30 degrees 19 minutes 45 seconds East, 3054.10 feet along the centerline of Arlington Webb Britton Road to a P.K. nail set at the east corner of said Harvey Children Trust

Exhibit A-1
Declarant's Property
Page A-1-2

1000H • CONT • 0119

tract of land, said point being the north corner of a tract of land conveyed to Patricio Medrano, Jr. as recorded in Volume 7364, Page 374, Tarrant County Deed Records;

THENCE South 60 degrees 18 minutes 09 seconds West, 634.05 feet to a one-half inch iron rod set at the south corner of said Harvey Children Trust Tract of land and at the west corner of said Patricio Medrano, Jr. tract of land, said point being in the northeast line of a tract of land conveyed to Sherry Lynn Sever, et al as recorded in Volume 10538, Page 1027, Tarrant County Deed Records;

THENCE North 30 degrees 17 minutes 10 seconds West, 696.56 feet along the southwest line of said Harvey Tract of land and along the northeast line of said Sever tract of land to a p.k. nail set at the west corner of said Harvey tract of land said point being the north corner of said Sever tract of land, said point being in the center line of Broad Street;

THENCE South 60 degrees 00 minutes 00 seconds West, 2267.83 feet along the center line of Broad Street to a p.k. nail set for the corner;

THENCE Southeasterly, 476.98 feet along a curve to the right having a central angle of 24 degrees 43 minutes 56 seconds, a radius of 1105.00 feet, a tangent of 242.26 feet, and whose chord bears South 18 degrees 06 minutes 43 seconds East, 473.29 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 108.24 feet along a curve to the left having a central angle of 06 degrees 13 minutes 58 seconds, a radius of 995.00 feet, a tangent of 54.17 feet, and whose chord bears South 08 degrees 51 minutes 44 seconds East, 108.19 feet to a one-half inch iron rod set for corner, said point being in the southwest line of said 72.231 acre tract of land, and said point being in the northeast line of said 35.19 acre tract of land;

THENCE South 29 degrees 59 minutes 26 seconds East, 615.34 feet along the southwest line of said 72.231 acre tract of land and along the northeast line of said 35.19 acre tract of land;

THENCE Southeasterly, 1236.91 feet along a curve to the left having a central angle of 71 degrees 13 minutes 32 seconds, a radius of 995.00 feet, a tangent of 712.69 feet, and whose chord bears South 83 degrees 36 minutes 56 seconds East, 1158.79 feet to a one-half inch iron rod set for corner;

THENCE North 60 degrees 46 minutes 18 seconds East, 185.04 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 292.38 feet along a curve to the left having a central angle of 15 degrees 09 minutes 38 seconds, a radius of 1105.00 feet, a tangent of 147.05 feet, and whose chord bears South 39 degrees 08 minutes 17 seconds East, 291.53 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 803.35 feet along a curve to the right having a central angle of 46

Exhibit A-1
Declarant's Property
Page A-1-3

JULIO • INOC • INOC • ONT

degrees 15 minutes 35 seconds, a radius of 995.00 feet, a tangent of 425.02 feet, and whose chord bears South 23 degrees 35 minutes 18 seconds East, 781.71 feet to a one-half inch iron rod set for corner said point being in the center line of Seeton Road;

THENCE South 00 degrees 27 minutes 31 seconds East, 1033.42 feet along the centerline of Seeton Road to a p.k. nail set in the south line of said Levy tract of land, said point being the north corner of a 13.400 acre tract of land conveyed to Aziz K. Budri, et ux as recorded in Volume 11710, Page 1138, Tarrant County Deed Records;

THENCE South 88 degrees 44 minutes 49 seconds West, 906.96 feet along the south line of said Levy tract of land and along the northwest line of said Budri tract of land to a two and one-half inch iron pipe found for east corner of said 44.393 acre tract of land;

THENCE South 60 degrees 05 minutes 45 seconds West, 669.08 feet along the southeast line of said 44.393 acre tract of land to a five-eighths inch iron rod found at the northeast corner of said 48.8725 acre tract of land;

THENCE South 00 degrees 36 minutes 52 seconds East, 2017.70 feet along the east line of said 48.8725 acre tract of land to a five-eighths inch iron rod found at the southeast corner of said 48.8725 acre tract of land, said point being in the west line of a 50.000 acre tract of land conveyed to Daniel Gonzales as recorded in Volume 11530, Page 220, Tarrant County Deed Records, said point being in the north line of a 5.86 acre tract of land conveyed to Laurence T. Hamrick as recorded in Volume 12412, Page 1031, Tarrant County Deed Records;

THENCE North 89 degrees 39 minutes 08 seconds West, 659.44 feet along the south line of said 48.8725 acre tract of land to a one-half inch iron rod set at the northwest corner of said 5.86 acre tract of land;

THENCE North 89 degrees 47 minutes 32 seconds West, 138.65 feet along the south line of said 48.8725 acre tract of land to a one-half inch iron rod found at the southwest corner of said 48.8725 acre tract of land and being in the southeast line of Day Miar Road;

THENCE with the southeast line of Day Miar Road as follows:

North 48 degrees 57 minutes 16 seconds West, 390.28 feet to a one-half inch iron rod found for corner;

Northwesterly, 272.29 feet along a curve to the right having a central angle of 17 degrees 51 minutes 42 seconds, a radius of 873.45 feet, a tangent of 137.26 feet, and whose chord bears North 39 degrees 28 minutes 18 seconds West, 271.19 feet to a one-half inch iron rod found for corner;

North 29 degrees 48 minutes 01 seconds West, 716.99 feet to a one-half inch iron rod found for corner;

North 30 degrees 07 minutes 56 seconds West, 182.96 feet to a one-half inch iron rod found for corner;

North 30 degrees 54 minutes 56 seconds West, 376.45 feet to a one-half inch iron rod found for corner;

Exhibit A-1
Declarant's Property
Page A-1-4

HOUSTON • DALLAS • SAN ANTONIO • HOUSTON

Northwesterly, 186.28 feet along a curve to the right having a central angle of 05 degrees 48 minutes 50 seconds, a radius of 1835.78 feet, a tangent of 93.22 feet, and whose chord bears North 27 degrees 59 minutes 36 seconds West, 186.20 feet to a one-half inch iron rod found for corner;

North 21 degrees 49 minutes 00 seconds West, 437.03 feet to a one-half inch iron rod found for corner;

THENCE North 29 degrees 17 minutes 53 seconds West, 2119.94 feet to the POINT OF BEGINNING and containing 20,479,618 square feet or 470.149 acres of land.

INVESTOR'S PROPERTY

LEGAL DESCRIPTION - TRACT 1

BEING all that tract of land in the City of Grand Prairie, Tarrant County, Texas, a part of the J.A. Curry Survey, Abstract No. 338, a part of the R. McCoy Survey, Abstract No. 1104, a part of the G. A. F. Wash Survey, Abstract No. 1945, and being a part of that 301.58 acre tract of land conveyed to Lester A. Levy, Trustee as recorded in Volume 5491, Page 745, Tarrant County Deed Records, and being a part of that 72.231 acre tract of land conveyed to Lester A. Levy, Trustee as recorded in Volume 5491, Page 752, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a P.K. nail set at the north corner of said 72.231 acre tract of land, said point being in the center of Broad Street, said point being in the southeast line of a 155.818 acre tract of land conveyed to J. Morris Back, Family Trust as recorded in Volume 13072, Page 247, Tarrant County Deed Records, said point being the west corner of a 3.825 acre tract of land conveyed to Robert H. Chambers and wife, Edna M. Chambers as recorded in Volume 6264, Page 512, Tarrant County Deed Records;

THENCE South 29 degrees 53 minutes 00 seconds East, 2653.78 feet along the northeast line of said 72.231 acre tract of land to a P.K. nail set for corner in the center of Seeton Road;

THENCE North 80 degrees 18 minutes 38 seconds East, 630.46 feet along the center of Seeton Road to a P.K. nail set for corner, said point being in the westerly line of a 189.68 acre tract of land conveyed to the United States of America from Lester A. Levy, Trustee as recorded in Volume 7168, Page 1088, Tarrant County Deed Records;

THENCE along the westerly line of said 189.68 acre tract of land and along the boundary line of Joe Pool Lake as follows:

South 22 degrees 01 minutes 51 seconds East, 598.55 feet to a concrete monument found for corner;

South 61 degrees 41 minutes 33 seconds East, 435.20 feet to a concrete monument found for corner;

South 25 degrees 02 minutes 44 seconds East, 530.49 feet to a concrete monument found for corner;

North 72 degrees 00 minutes 39 seconds East, 199.96 feet to a concrete monument found for corner;

North 48 degrees 18 minutes 52 seconds East, 483.34 feet to a concrete monument found for corner;

South 59 degrees 38 minutes 58 seconds East, 331.40 feet to a concrete monument found for corner;

South 39 degrees 44 minutes 04 seconds West, 690.84 feet to a concrete monument found for corner;

South 86 degrees 45 minutes 16 seconds West, 524.57 feet to a concrete monument found for corner;

Exhibit A-2
Investor's Property
Page A-2-1

ROBERT H. CHAMBERS

10004 • 0044 • 040

South 45 degrees 44 minutes 08 seconds West, 838.19 feet to a concrete monument found for corner;

North 84 degrees 59 minutes 41 seconds West, 316.88 feet to a concrete monument found for corner;

North 56 degrees 55 minutes 06 seconds West, 555.50 feet to a P.K. nail set in the center of Seeton Road;

THENCE North 00 degrees 27 minutes 31 seconds West, 1373.08 feet along the center of Seeton Road to a P.K. nail set for corner;

THENCE Northwesterly, 803.35 feet along a curve to the left which has a central angle of 46 degrees 15 minutes 35 seconds, a radius of 995.00 feet, a tangent of 425.02 feet, and whose chord bears North 23 degrees 35 minutes 18 seconds West, 781.71 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 292.38 feet along a curve to the right which has a central angle of 15 degrees 09 minutes 38 seconds, a radius of 1105.00 feet, a tangent of 147.05 feet, and whose chord bears North 39 degrees 08 minutes 17 seconds West, 291.53 feet to a one-half inch iron rod set for corner;

THENCE South 60 degrees 46 minutes 18 seconds West, 185.04 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 1236.91 feet along a curve to the right which has a central angle of 71 degrees 13 minutes 32 seconds, a radius of 995.00 feet, a tangent of 712.69 feet, and whose chord bears North 83 degrees 36 minutes 56 seconds West, 1158.79 feet to a one-half inch iron rod set for corner, said point being in the southwest line of said 72.231 acre tract of land, said point being in the northeast line of a 35.19 acre tract of land conveyed to James Donald Duke Trust No. 1, as recorded in Volume 12952, Page 537, Tarrant County Deed Records;

THENCE North 29 degrees 59 minutes 26 seconds West, 615.34 feet along the southwest line of said 72.231 acre tract of land and along the northeast line of said 35.19 acre tract of land to a one-half inch iron rod set for corner;

THENCE Northwesterly, 108.24 feet along a curve to the right which has a central angle of 06 degrees 13 minutes 58 seconds, a radius of 995.00 feet, a tangent of 54.17 feet, and whose chord bears North 08 degrees 51 minutes 44 seconds West, 108.19 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 476.98 feet along a curve to the left which has a central angle of 24 degrees 43 minutes 56 seconds, a radius of 1105.00 feet, a tangent of 242.26 feet, and whose chord bears North 18 degrees 06 minutes 43 seconds West, 473.29 feet to a P.K. nail set in the northwest line of said 72.231 acre tract of land and being in the southeast line of said 155.818 acre tract of land, said point being in the center of Broad Street;

Exhibit A-2
Investor's Property
Page A-2-2

THENCE North 60 degrees 00 minutes 00 seconds East, 1184.63 feet along the northwest line of said 72.231 acre tract of land and along the southeast line of said 155.818 acre tract of land to the POINT OF BEGINNING and containing 5,052,347 square feet or 115.985 acres of land.

LEGAL DESCRIPTION - TRACT 2

BEING all that tract of land in the City of Grand Prairie, Tarrant County, Texas, a part of the R. McCoy Survey, Abstract No. 1104, and being all of that tract of land conveyed to Sherry Lynn Sever, et al as recorded in Volume 10538, Page 1027, Tarrant County Deed Records, and being all of that 6.173 acre tract of land conveyed to D.H. Joint Venture as recorded in Volume 7767, Page 476, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a P.K. nail set at the north corner of said Sever tract of land, said point being in the center of Broad Street, said point being in the southeast line of a 155.818 acre tract of land conveyed to J. Morris Back Family Trust as recorded in Volume 13072, Page 247, Tarrant County Deed Records, said point being the west corner of a tract of land conveyed to Harvey Children Trust as recorded in Volume 7576, Page 1140, Tarrant County Deed Records;

THENCE South 30 degrees 17 minutes 10 seconds East, 1996.77 feet along the northeast line of said Sever tract of land to a one-half inch iron rod found for the east corner of the said Sever tract of land, said point being the north corner of Lot 1, Block 1, Foster Acres, an addition to the City of Grand Prairie as recorded in Cabinet A, Slide 1762, Tarrant County Plat Records, said point being in the southwest line of a tract of land conveyed to Samuel S. R. Haung, et ux as recorded in Volume 10177, Page 373, Tarrant County Deed Records;

THENCE South 60 degrees 46 minutes 18 seconds West, 877.73 feet to a one-half inch iron rod found at the south corner of said Sever tract of land, said point being the east corner of a tract of land conveyed to Robert H. Chambers, et ux as recorded in Volume 6264, Page 512, Tarrant County Deed Records;

THENCE North 29 degrees 52 minutes 40 seconds West, 608.00 feet along the southwest line of said Sever tract of land and along the northeast line of said Chambers tract of land to a one-half inch iron rod set for the east corner of said D.H. Joint Venture tract of land;

THENCE South 61 degrees 10 minutes 06 seconds West, 195.43 feet along the southeast line of said D.H. Joint Venture tract of land and along the northeast line of said Chambers tract of land to a one-half inch iron rod found for the south corner of said D.H. Joint Venture Tract of land, said point being in the northeast line of said Chambers tract of land;

THENCE North 29 degrees 53 minutes 37 seconds West, 1372.94 feet along the southwest line of said D.H. Joint Venture tract of land and along the northeast line of said Chambers tract of land to a P.K. nail set for the west corner of said D.H. Joint Venture, said point being the north corner of said Chambers tract of land, said point being in the southeast line of said 155.818 acre tract of land, and said point being in the center of Broad Street;

Exhibit A-2
Investor's Property
Page A-2-3

450001-0001-0001

THENCE North 60 degrees 00 minutes 00 seconds East, 1059.22 feet along the southeast line of said Back Family tract of land and along the center line of Broad Street to the POINT OF BEGINNING and containing 2,002,003 square feet or 45.960 acres of land.

LEGAL DESCRIPTION - TRACT 3

BEING all that tract of land in the City of Grand Prairie, Dallas County and Tarrant County, Texas, a part of the B.B.B. & C.R.R. Co. Survey (Dallas County Abstract No. 1700 and Tarrant County Abstract No. 199), and being all of that tract of land conveyed to Jack A. Morey and wife Marjorie L. Morey as recorded in Volume 72017, Page 474, Dallas County Deed Records, and recorded in Volume 5173, Page 621, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a P.K. nail set at the west corner of said Morey tract of land, said point being in the center of Arlington Webb Britton Road, said point being South 30 degrees 19 minutes 45 seconds East, 243.33 feet from a railroad spike found at the intersection of the center of Arlington Webb Britton Road with the center of Broad Street;

THENCE North 59 degrees 35 minutes 12 seconds East, 2762.85 feet along the northwest line of said Morey tract and along the southeast line of that tract of land conveyed to Duke United Limited as recorded in Volume 9529, Page 266, Tarrant County Deed Records, to a one-half inch iron rod set at the north corner of said Morey tract of land and at the east corner of said Duke tract of land, said point being in the southwest line of that tract of land conveyed to the United States of America as recorded in Volume 83071, Page 5038, Dallas County Deed Records, and recorded in Volume 7497, Page 95, Tarrant County Deed Records;

THENCE South 29 degrees 17 minutes 33 seconds East, 475.87 feet along the southwest line of said United States of America tract of land to a one-half inch iron rod found at the east corner of said Morey tract of land, said point being the north corner of that tract of land conveyed to William Baynard Calhoun and Betty Jean Calhoun, Trustees of The William Baynard Calhoun and Betty Jean Calhoun Revocable Living Trust as recorded in Volume 13739, Page 552, Tarrant County Deed Records;

THENCE South 59 degrees 35 minutes 18 seconds West, 2754.24 feet along the southeast line of said Morey tract of land and along the northwest line of said Calhoun tract of land to a P.K. nail set at the south corner of said Morey tract of land and at the west corner of said Calhoun tract of land, said point being in the center of Arlington Webb Britton Road;

THENCE North 30 degrees 19 minutes 45 seconds West, 475.70 feet along the southwest line said Morey tract of land and along the center of Arlington Webb Britton Road to the POINT OF BEGINNING and containing 1,312,348 square feet or 30.127 acres of land.

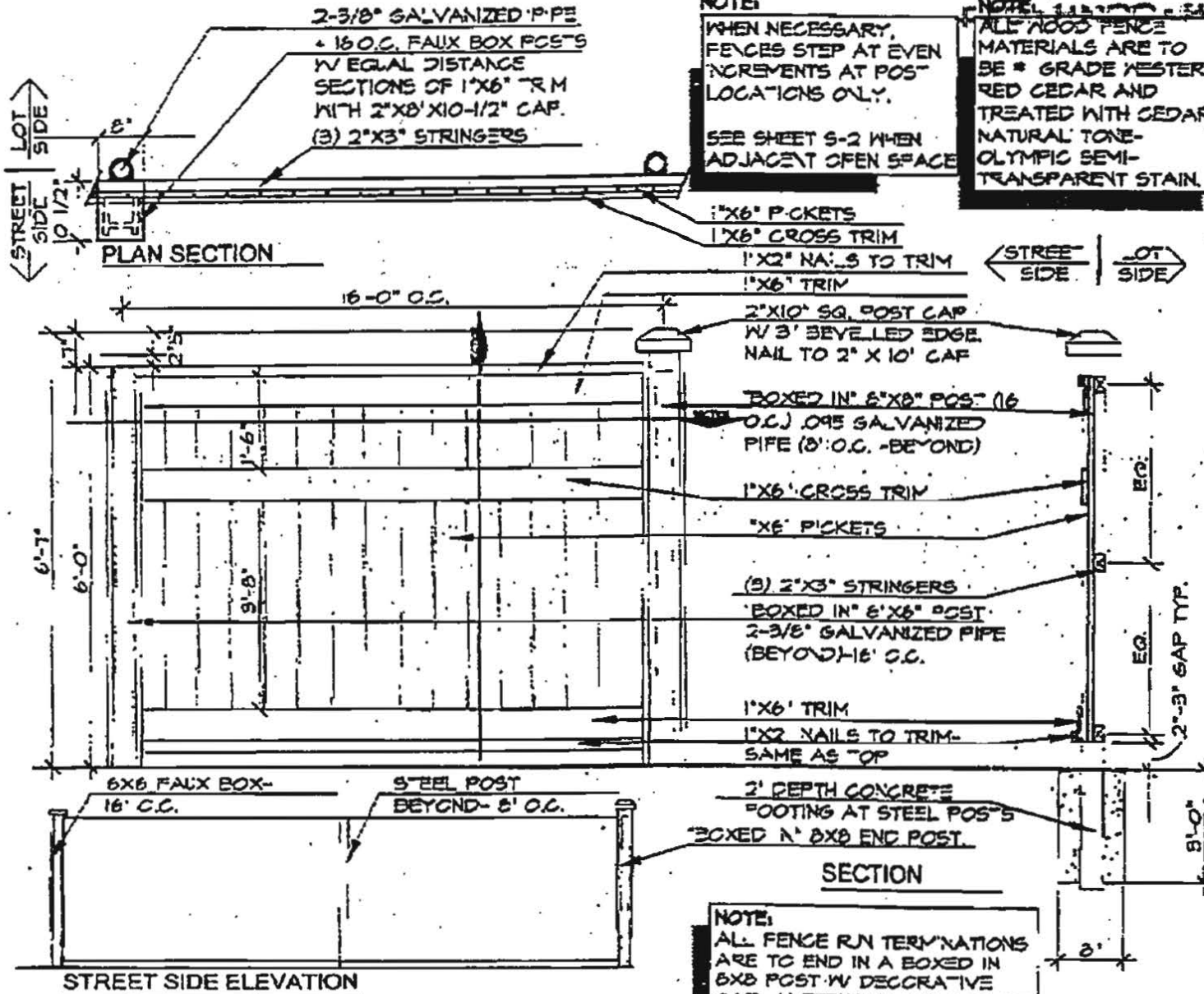
Exhibit A-2
Investor's Property
Page A-2-4

DESIGNATED FENCE SPECIFICATIONS

See Attached

040485:00073 : DALLAS : 1031775.5

Exhibit B
Designated Fence Specifications
Page B- 1



NOTE:
WHEN NECESSARY,
FENCES STEP AT EVEN
INCREMENTS AT POST
LOCATIONS ONLY.

SEE SHEET S-2 WHEN
ADJACENT OPEN SPACE

NOTE:
ALL WOOD FENCE
MATERIALS ARE TO
BE # GRADE WESTERN
RED CEDAR AND
TREATED WITH CEDAR
NATURAL TONE-
OLYMPIC SEMI-
TRANSPARENT STAIN.

NOTE:
ALL FENCE RUN TERMINATIONS
ARE TO END IN A BOXED IN
6"x8" POST W/ DECORATIVE
CAP. ALTERNATE 6"x6" BOX AT
16' O.C. ON ALL OTHER POSTS

(A) DECORATIVE WOOD FENCE - INTERIOR SIDEYARDS
SCALE: 1/2" = 1'-0"

THE PENINSULA
GRAND PRAIRIE, TEXAS
DECORATIVE WOOD FENCE

SRG/FLW
Checked
ON 23-02
Date

JVD
Design
21082
Project No

Number 16
of Posts/Date

DATE: 09 02 05:58P
PROJECT: HANOVER PROPERTY
NO: 2143687895
SHEET: P. 8

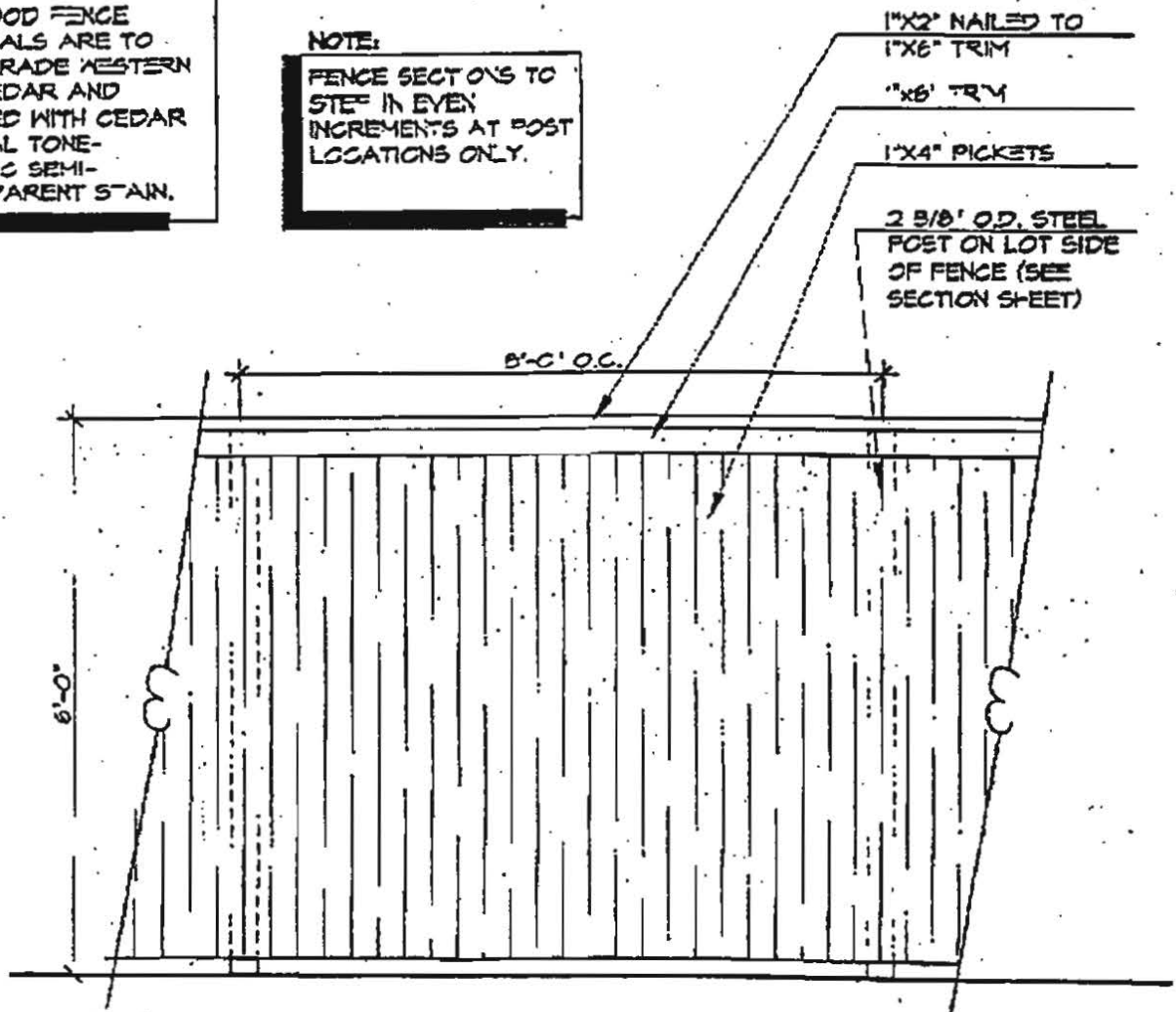
DATE: 09 02 05:58P
PROJECT: HANOVER PROPERTY
NO: 2143687895
SHEET: P. 8

DATE: 09 02 05:58P
PROJECT: HANOVER PROPERTY
NO: 2143687895
SHEET: P. 8

1600H • 00NH • 01H

NOTE:
ALL WOOD FENCE MATERIALS ARE TO BE #1 GRADE WESTERN RED CEDAR AND TREATED WITH CEDAR NATURAL TONE-OLYMPIC SEMI-TRANSPARENT STAIN.

NOTE:
FENCE SECTIONS TO SET IN EVEN INCREMENTS AT POST LOCATIONS ONLY.



A ECONO WOOD FENCE - PUBLIC SIDE
SCALE: 1/2" = 1'-0"



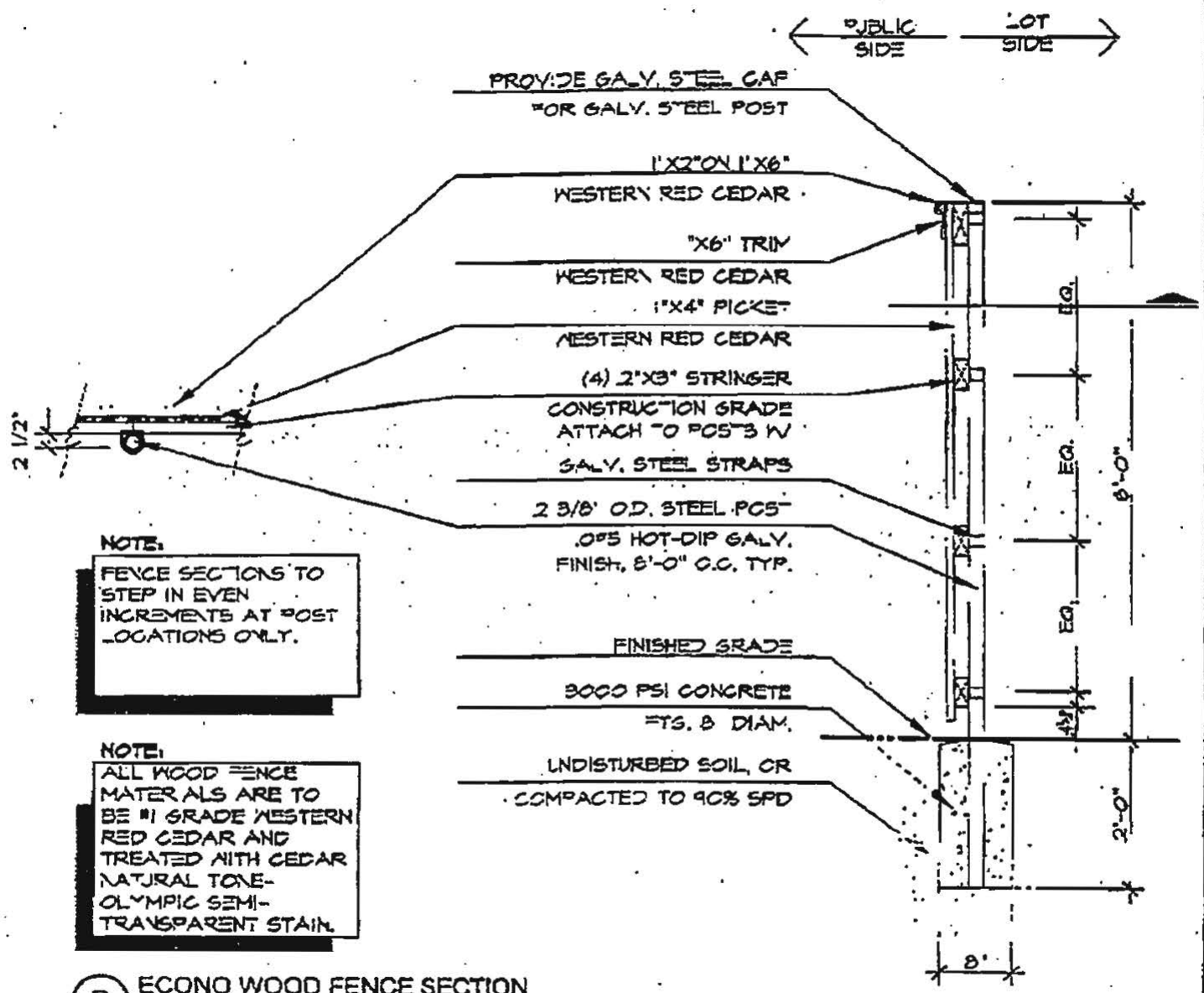
THE PENINSULA ARCHITECTS & PLANNERS
10000 W. 10TH STREET, SUITE 100
DALLAS, TEXAS 75243
PHONE: 972-412-1111
FAX: 972-412-1112
© Copyright 2008 The Peninsula Group

Project No.	21082	Revision No.	
Client	AJD	Project Name	
Drawn	SRC/JLW	Scale	
Checked		Date	08.23.02

THE PENINSULA
GRAND PRAIRIE, TEXAS
ECONO WOOD FENCE



Page B-2



NOTE:
 FENCE SECTIONS TO STEP IN EVEN INCREMENTS AT POST LOCATIONS ONLY.

NOTE:
 ALL WOOD FENCE MATERIALS ARE TO BE #1 GRADE WESTERN RED CEDAR AND TREATED WITH CEDAR NATURAL TONE-OLYMPIC SEMI-TRANSPARENT STAIN.

(B) ECONO WOOD FENCE SECTION
 SCALE: 1/2" = 1'-0"

THIS DRAWING AND THE DESIGN THEREON IS THE PROPERTY OF THE ENGINEER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.	
SRC/FLW Checked	Date 08.23.02
AJD Drawn	Project No. 21062
Revision Title	Revision No.

THE PENINSULA
 GRAND PRAIRIE, TEXAS
 ECONO WOOD FENCE SECTION

Page B-3

LINEAR PARK

See Attached

49064-0024-024

Exhibit C
Linear Park
Page C- 1

MIRA LAGOS DEED RESTRICTIONS

INTERIOR SCREENING AND FENCE STANDARDS

MAIL BOX REQUIREMENTS & STREET TREE STANDARDS

revised 27 May 2004

HANOVER PROPERTY

5950 BERKSHIRE LANE

SUITE 850

DALLAS, TEXAS 75225

214.373.1892

- EXHIBIT 1: OVERVIEW OF REQUIREMENTS
- EXHIBIT 2: TYPICAL FENCING: STANDARD LOT & BLOCK CONFIGURATION
- EXHIBIT 3: TYPICAL FENCING: SIDE YARD TO FRONT YARD CONNECTION
- EXHIBIT 4: TYPICAL FENCING: UNUSUAL LOTTING CONFIGURATION / CONNECTIONS
- EXHIBIT 5: TYPICAL FENCING: ONCOR POWERLINE EASEMENT
- EXHIBIT 6: PARCELS "A", "B", & "C" INTERIOR SCREENING PLAN
- EXHIBIT 7: PARCELS "C" & "D" INTERIOR SCREENING PLAN
- EXHIBIT 8: PARCELS "C" & "E" INTERIOR SCREENING PLAN
- EXHIBIT 9: PARCELS "F" INTERIOR SCREENING PLAN
- EXHIBIT 10: PARCELS "G" INTERIOR SCREENING PLAN
- EXHIBIT 11: PARCELS "H" INTERIOR SCREENING PLAN
- EXHIBIT 12: DECORATIVE WOOD FENCE
- EXHIBIT 13: DECORATIVE STEEL FENCE
- EXHIBIT 14: ECONO WOOD FENCE
- EXHIBIT 15: WOOD FENCE TRANSITION @ WOOD FENCE & STEEL FENCE
- EXHIBIT 16: CAMINO LAGOS FRONT/SIDE YARDS DEED RESTRICTED TREE PLANTING
- EXHIBIT 17: MAIL BOX SPECIFICATION
- EXHIBIT 18: FRONT YARD UTILITY TRANSFORMER EASEMENT



3100 McKinnon Street
Suite 905, LB 152
Dallas, Texas 75201
(214) 871-0568 Fax: 871-1507

Mira Lagos Landscape Deed Restrictions – Overview of Requirements

In an effort to unify the streetscape appearance within the overall development and all phases of the Mira Lagos community, several installations on each residential lot are to be “deed restricted.” These elements will protect homeowners and preserve the continuity of the master planned streetscape identity of the neighborhoods and overall development.

Residential Fences

Wood Fence: All fences that face a street, including front and side yard fences, shall conform to the design in attached exhibit 6. The design is to be a six feet high board on board wood fence as shown in the attached details and layout plans. Fence layouts shall be submitted to the design review committee for approval prior to installation. Interior fences between lots that are not visible from the public street need not comply with this requirement.

Steel Fences: Lots that back or side to the ONCOR overhead powerline easement shall construct a 4’ tubular steel fence per attached exhibit 7. The tubular steel fence shall terminate at lot lines with an enhanced steel post with cap per shown details.

Project Perimeter Screening: Residential Lots along the perimeter of the development that back or side to Day Miar, Arlington Webb Britton, or Grand Peninsula Drive will have special screening upgrades, some of which will be installed by the master developer and all of which will be maintained by the HOA. These may include evergreen screening plant material, brick thinwall, or upgraded board on board wood fences.

Residential Mailboxes

All mailboxes shall be installed per the attached exhibit 8. This covers the mailbox itself as well as the support pole.

Front Yard Trees

In keeping with the city zoning regulations, residential lots shall include two canopy trees in the front yard. These shall be chosen from the approved list of trees below.

Camino Lagos Lots – Street Tree Planting -

Lots Fronting Camino Lagos: In an effort to enhance the streetscape appearance on the community loop road of Camino Lagos, one of the two required front yard trees shall be planted in the street Right of Way between the front yard sidewalk and the curb (the right of way along Camino Lagos is widened for this purpose). See exhibit 9.

Lots Siding Camino Lagos: Additionally, lots that side to Camino Lagos shall plant a total of four trees: two in the front yard and two in the side yard. This placement will ensure a randomized uniformity of tree cover along Camino Lagos and compensate for the longer side yard vs. front yard tree cover. Please see attached exhibit 9.

All Lots along Camino Lagos: Each lot shall have at least two different tree species, with corner lots having at least three different tree species spread between the front and side yards.

Approved Tree List

Trees shall be chosen from the following list and are to be 3” caliper minimum upon installation.

Bald Cypress	<i>Taxodium distichum</i>	Pecan	<i>Carya illinoensis</i>
Burr Oak	<i>Quercus macrocarpa</i>	Shumard Oak	<i>Quercus shumardii</i>
Cedar Elm	<i>Ulmus crassifolia</i>	Sweet Gum	<i>Liquidambar Styraciflua</i>
Chinese Pistache	<i>Pistachia chinensis</i>	Texas Red Oak	<i>Quercus texana</i>
Chinquapin Oak	<i>Quercus muehlenbergii</i>		

Front Yard Utility Easements

In order to preserve a streetside parkway as free from visual clutter as possible, Electric Utility Transformers are to be placed within a 10’ wide by 15’ deep utility easement in the front yard. The front face of the transformer is to be placed out of the drainage swale 10’-0” back from the front property line.

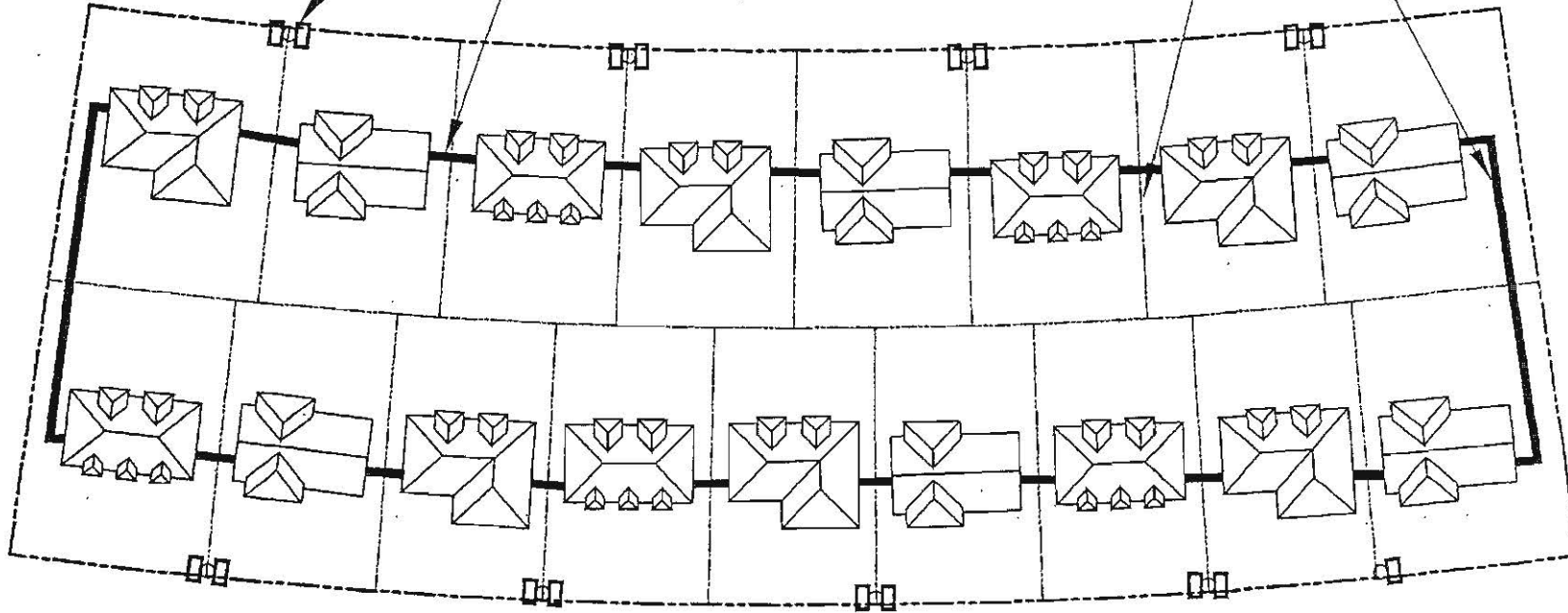
Exhibit 1 – Mira Lagos Deed Restrictions

SHARED MAILBOX POLE
BETWEEN LOTS @
PROPERTY LINE -
MAILBOXES TO BE MODEL
5504 BY ARCHITECTURAL
MAILBOXES. INSTALLED
PER SPEC AND POST
OFFICE REGULATIONS.

6'-0" BOARD ON BOARD
DEED RESTRICTED WOOD
FENCE (TYP.) @ END OF
BLOCK SIDEYARDS

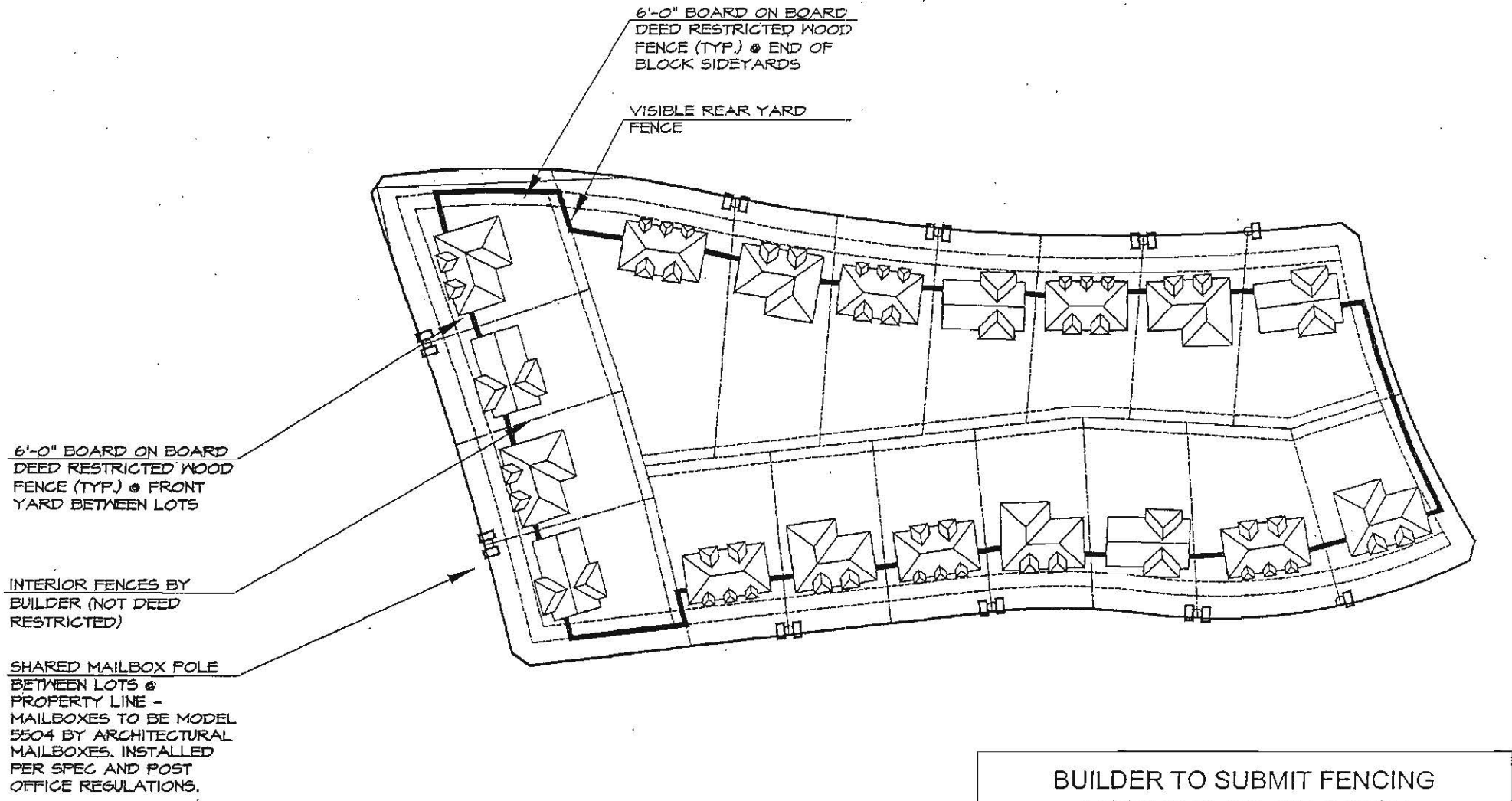
6'-0" BOARD ON BOARD
DEED RESTRICTED WOOD
FENCE (TYP.) @ FRONT
YARD BETWEEN LOTS

INTERIOR FENCES BY
BUILDER (NOT DEED
RESTRICTED)



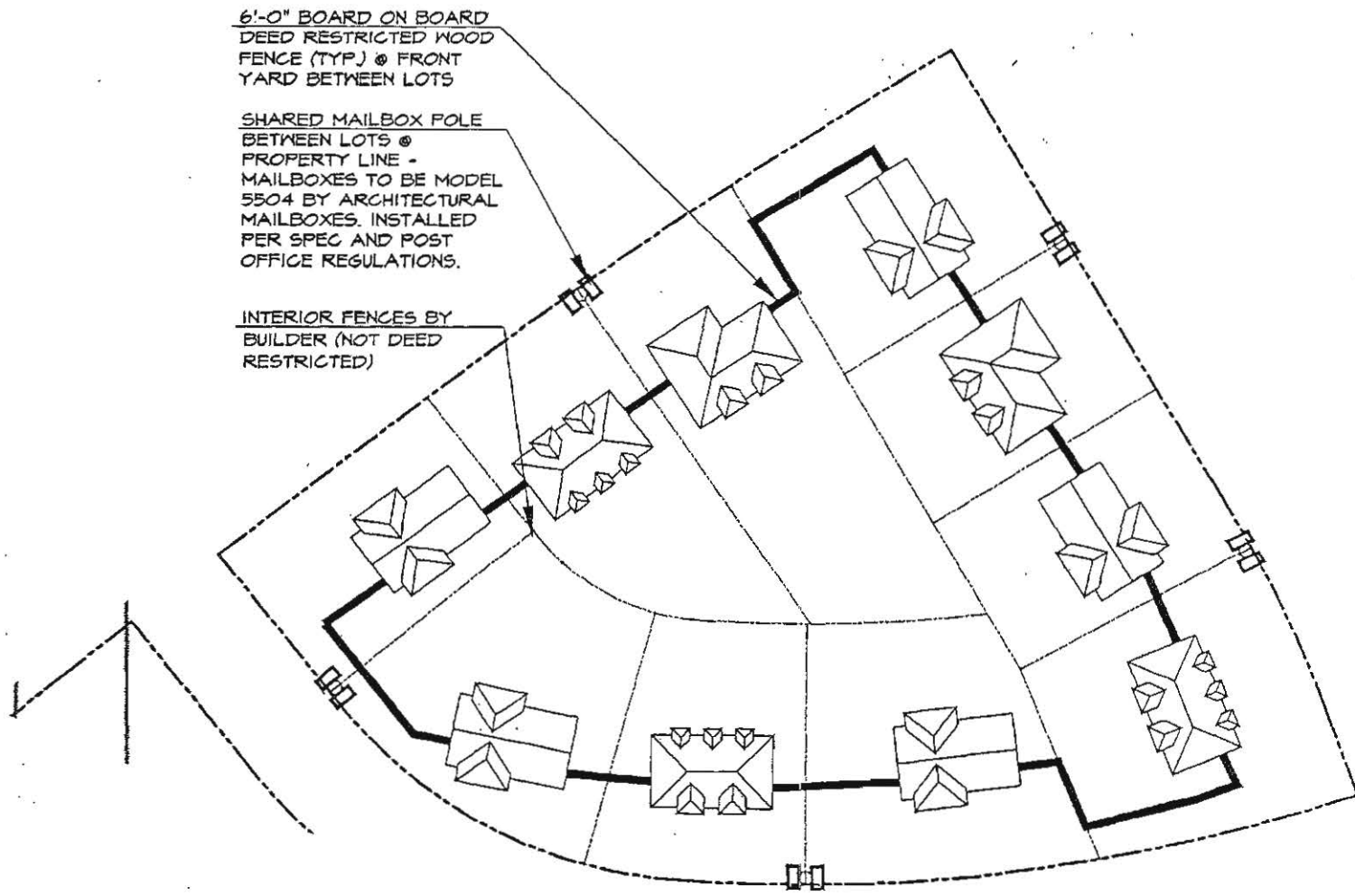
BUILDER TO SUBMIT FENCING
LAYOUT PLAN TO DESIGN
REVIEW COMMITTEE FOR
APPROVAL PRIOR TO CONSTRUCTION.

EXHIBIT 2: TYPICAL FENCING: STANDARD LOT & BLOCK CONFIGURATION



BUILDER TO SUBMIT FENCING
LAYOUT PLAN TO DESIGN
REVIEW COMMITTEE FOR
APPROVAL PRIOR TO CONSTRUCTION.

EXHIBIT 3: TYPICAL FENCING: SIDE YARD TO FRONT YARD CONNECTION



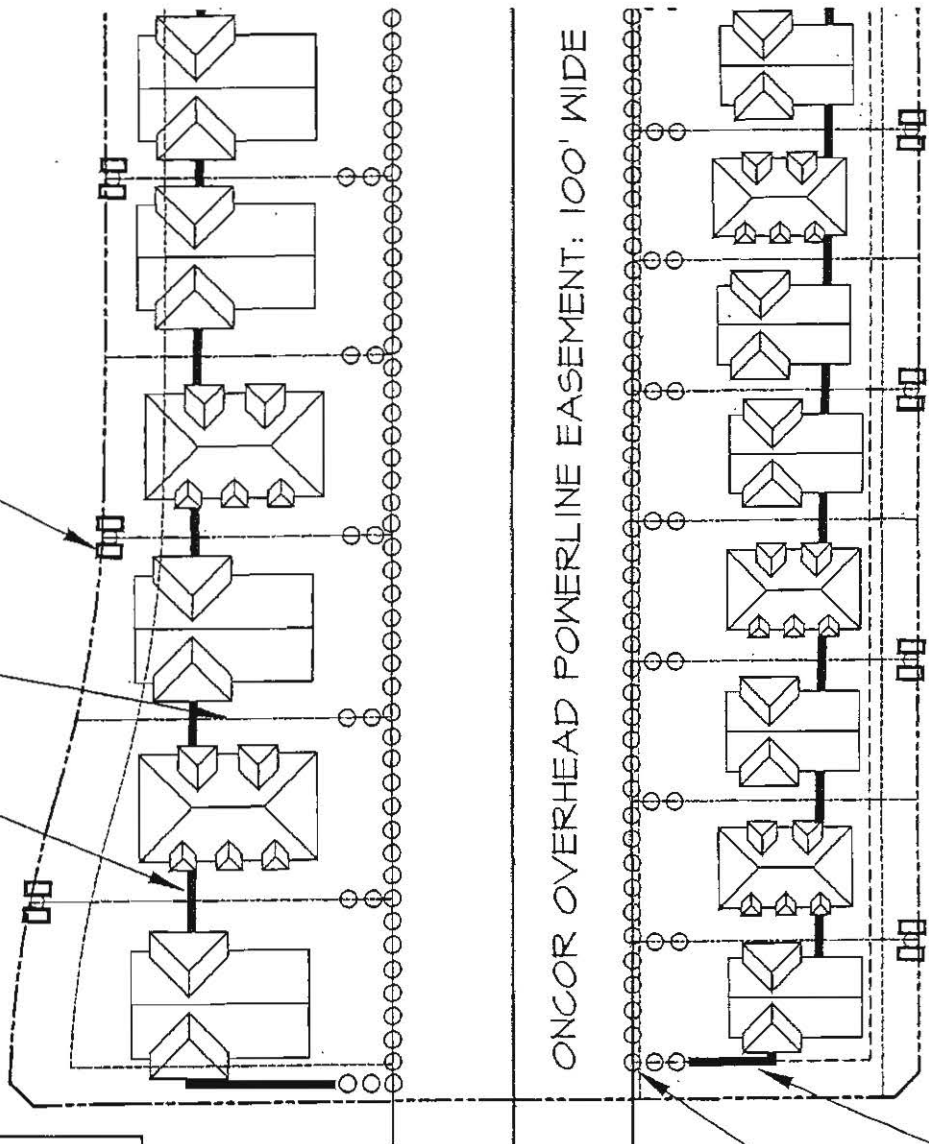
BUILDER TO SUBMIT FENCING
LAYOUT PLAN TO DESIGN
REVIEW COMMITTEE FOR
APPROVAL PRIOR TO CONSTRUCTION.

EXHIBIT 4: TYPICAL FENCING: UNUSUAL LOTTING CONFIGURATION / CONNECTIONS

SHARED MAILBOX POLE
 BETWEEN LOTS @
 PROPERTY LINE -
 MAILBOXES TO BE MODEL
 5504 BY ARCHITECTURAL
 MAILBOXES. INSTALLED
 PER SPEC AND POST
 OFFICE REGULATIONS.

INTERIOR FENCES BY
 BUILDER (NOT DEED
 RESTRICTED)

6'-0" BOARD ON BOARD
 DEED RESTRICTED WOOD
 FENCE (TYP.) @ FRONT
 YARD BETWEEN LOTS.



ONCOR OVERHEAD POWERLINE EASEMENT: 100' WIDE

6'-0" BOARD ON BOARD
 WOOD FENCE SHALL
 SLOPE DOWN IN FINAL
 8'-0" PANEL TO MEET
 4'-0" STEEL FENCE.

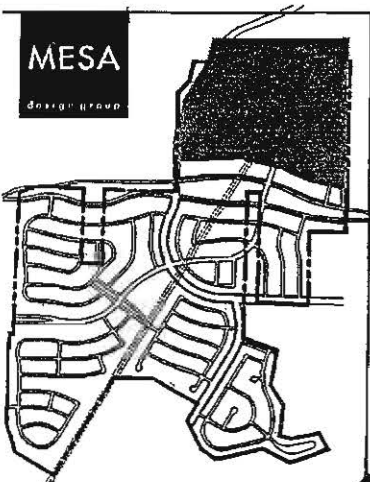
4'-0" STEEL FENCE
 (TYP.) EXTENDS
 8' - 0" INTO
 REAR YARD

BUILDER TO SUBMIT FENCING
 LAYOUT PLAN TO DESIGN
 REVIEW COMMITTEE FOR
 APPROVAL PRIOR TO CONSTRUCTION.

EXHIBIT 5: TYPICAL FENCING: ONCOR POWERLINE EASEMENT

MESA

design group

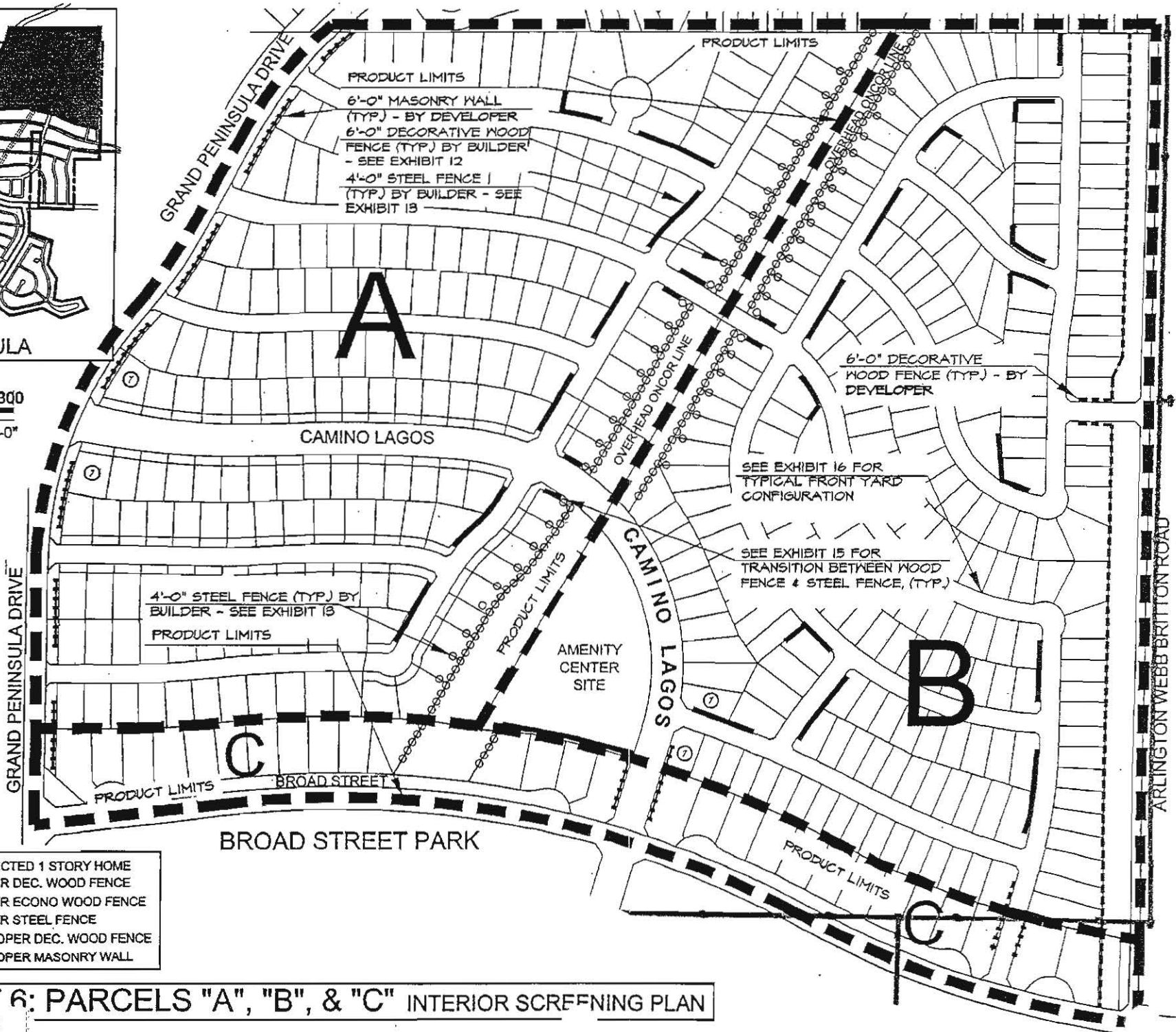


THE PENINSULA

0 300
SCALE: 1"=300'-0"

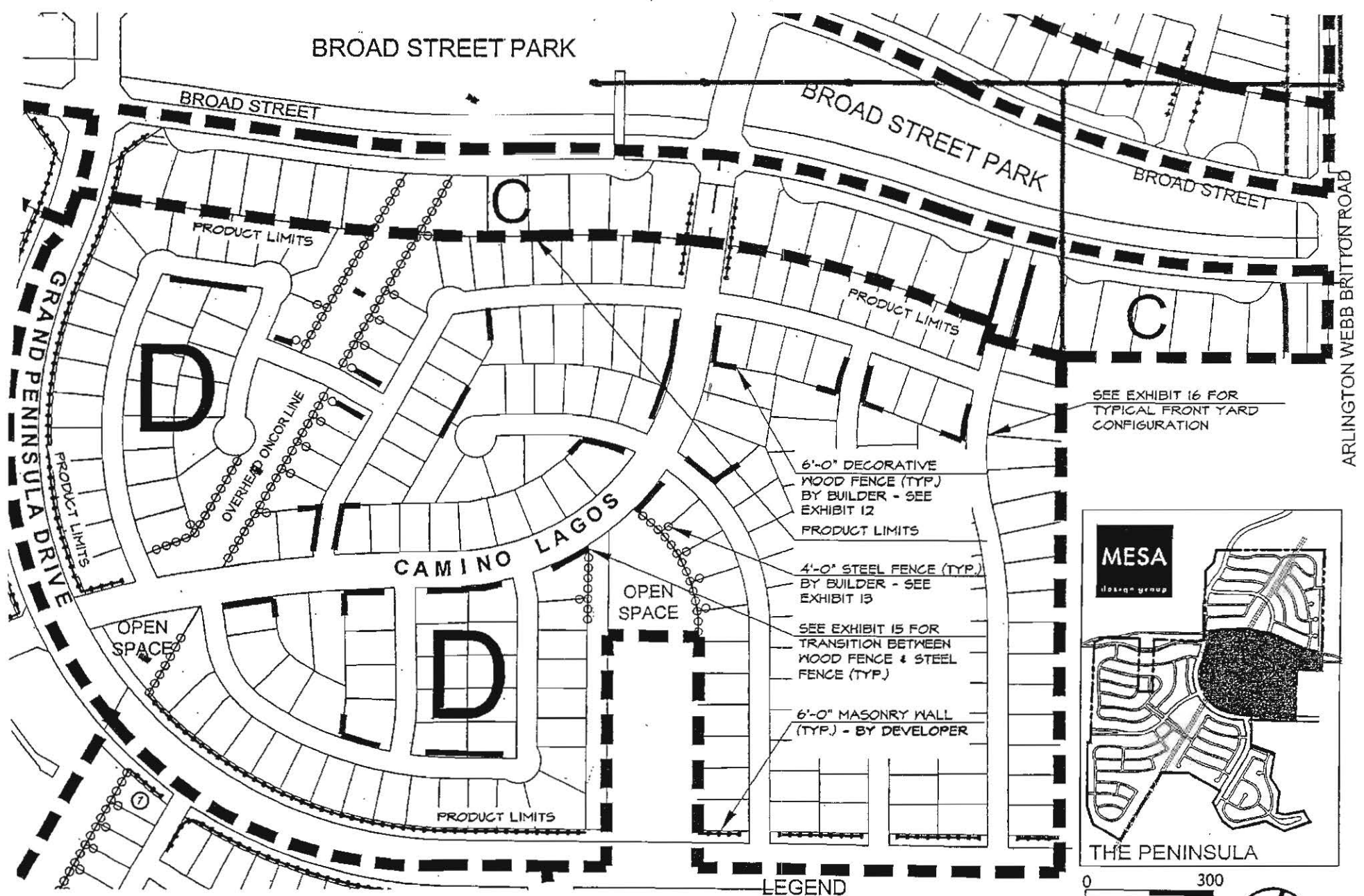


NORTH



- LEGEND**
- ① RESTRICTED 1 STORY HOME
 - BUILDER DEC. WOOD FENCE
 - BUILDER ECONO WOOD FENCE
 - ⊙⊙⊙⊙ BUILDER STEEL FENCE
 - ⋯ DEVELOPER DEC. WOOD FENCE
 - DEVELOPER MASONRY WALL

EXHIBIT 6: PARCELS "A", "B", & "C" INTERIOR SCREENING PLAN



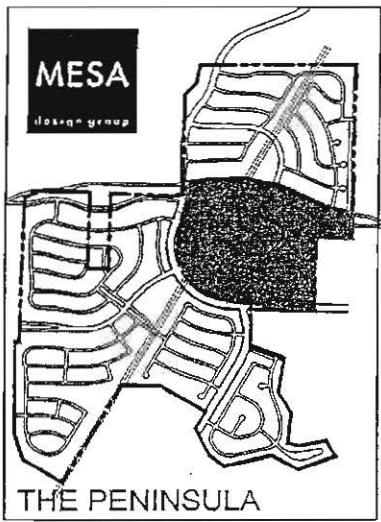
SEE EXHIBIT 16 FOR
TYPICAL FRONT YARD
CONFIGURATION

6'-0" DECORATIVE
WOOD FENCE (TYP.)
BY BUILDER - SEE
EXHIBIT 12
PRODUCT LIMITS

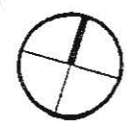
4'-0" STEEL FENCE (TYP.)
BY BUILDER - SEE
EXHIBIT 13

SEE EXHIBIT 15 FOR
TRANSITION BETWEEN
WOOD FENCE & STEEL
FENCE (TYP.)

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



0 300
SCALE: 1"=300'-0"

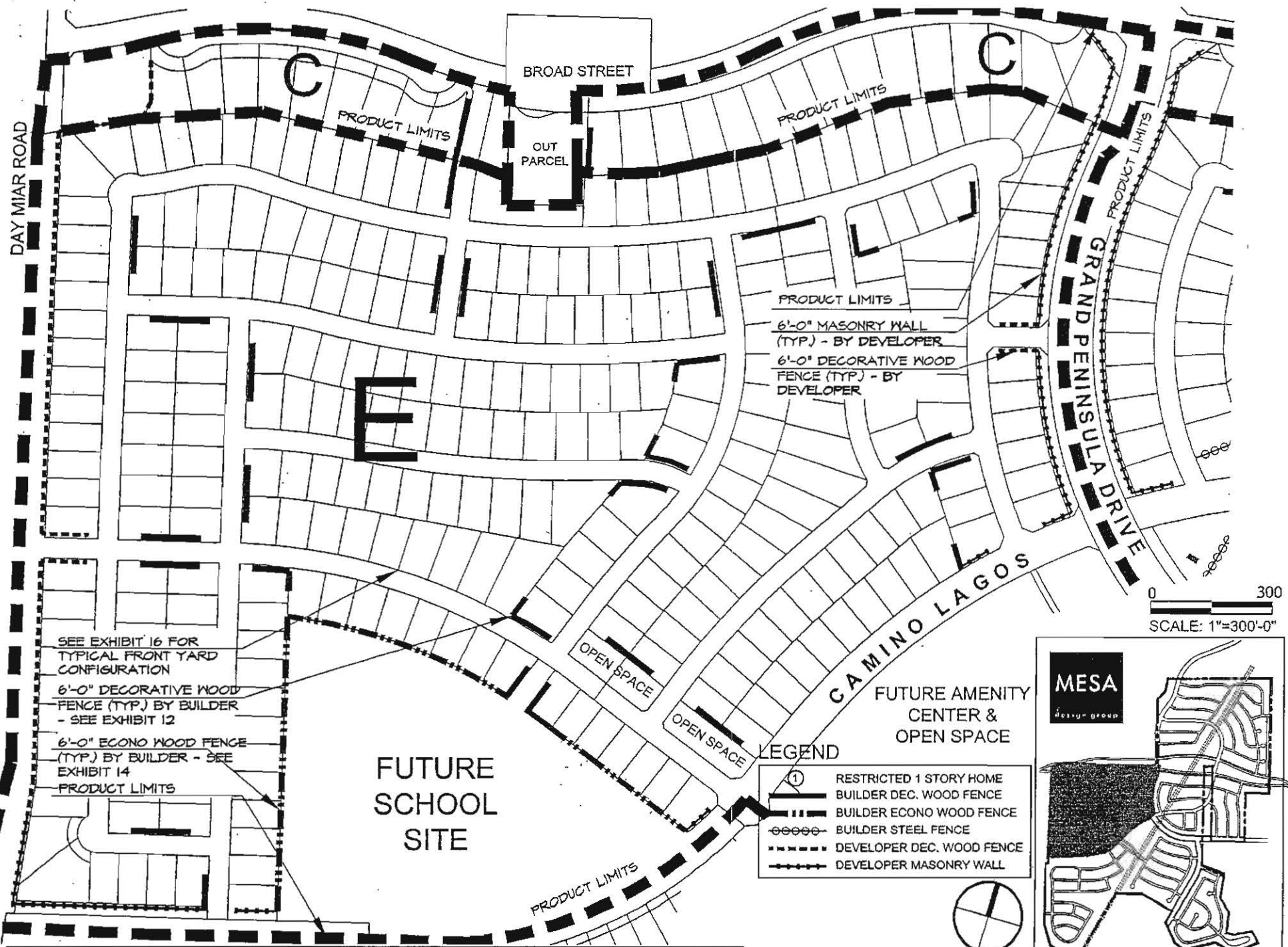


NORTH

LEGEND

- ① RESTRICTED 1 STORY HOME
- BUILDER DEC. WOOD FENCE
- BUILDER ECONO WOOD FENCE
- BUILDER STEEL FENCE
- DEVELOPER DEC. WOOD FENCE
- DEVELOPER MASONRY WALL

EXHIBIT 7:
PARCELS "C" & "D" INTERIOR SCREENING PLAN



SEE EXHIBIT 16 FOR
TYPICAL FRONT YARD
CONFIGURATION

6'-0" DECORATIVE WOOD
FENCE (TYP.) BY BUILDER
- SEE EXHIBIT 12

6'-0" ECONO WOOD FENCE
(TYP.) BY BUILDER - SEE
EXHIBIT 14

PRODUCT LIMITS

FUTURE
SCHOOL
SITE

- LEGEND
- ① RESTRICTED 1 STORY HOME
 - BUILDER DEC. WOOD FENCE
 - ... BUILDER ECONO WOOD FENCE
 - BUILDER STEEL FENCE
 - DEVELOPER DEC. WOOD FENCE
 - △ DEVELOPER MASONRY WALL

MESA
design group

THE PENINSULA

EXHIBIT 8: PARCELS "C" & "E" INTRIOR SCREENING PLAN