Page 1 of 13

Fee: \$64.00 Submitter: SIMPLIFILE D216115080 5/31/2016 9:53 AM PGS 13

Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Jourse Garcia Mary Louise Garcia

After recording return to: Walter Damon 3001 Knox Street, Suite 207 Dallas, Texas 75205

SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MIRA LAGOS

STATE OF TEXAS 8 § COUNTY OF TARRANT and DALLAS

This SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MIRA LAGOS ("Seventh Amendment") is made as of December 14, 2015 by MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership ("Declarant"), PENINSULA INVESTMENT PARTNERSHIP, a Texas limited partnership ("Investor"), and MOZLEY ACQUISITION AND DEVELOPMENT PARTNERS, L.P., a Texas limited partnership ("Mozley").

WITNESSETH

RECITALS:

WHEREAS, Declarant and Investor executed that certain Declaration of Covenants, Conditions and Restrictions of Mira Lagos dated as of October 18, 2002 and caused the Declaration to be recorded October 29, 2002 at Volume 16091, Page 21 in the Deed Records of Tarrant County, Texas, as amended by (i) Declaration of Annexation to Declaration of Covenants, Conditions and Restrictions for Mira Lagos dated January 21, 2004 and recorded April 30, 2004, as Instrument No. D204131697 in the Deed Records of Tarrant County, Texas: (ii) Partial Release of Property from Declaration of Covenants, Conditions and Restrictions for Mira Lagos dated January 21, 2004 and recorded April 30, 2004, as Instrument No. D204131698 in the Deed Records of Tarrant County, Texas; (iii) Second Declaration of Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Mira Lagos dated as of June 10, 2004 and recorded July 7, 2004 as Instrument No. D204210300 in the Deed Records of Tarrant County, Texas ("Second Amendment"); (iv) Partial Release of Property from Declaration of Covenants, Conditions and Restrictions for Mira Lagos dated as of December 15. 2004 and recorded December 28, 2004 as Instrument No. D204397362 in the Deed Records of Tarrant County, Texas ("MISD Release"); (v) Third Declaration of Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Mira Lagos dated as of December

Seventh Amendment to Declaration of Covenants, Conditions and Restrictions For Mira Lagos N: sch/p/p/24007/4/7th Amend 121415

Page 1

12, 2005 and recorded December 30, 2005 as Instrument No. D205388318 in the Deed Records of Tarrant County, Texas ("Third Amendment"); (vi) Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Mira Lagos dated as of April 28, 2006 and recorded October 17, 2006 as Instrument No. D206324519 in the Deed Records of Tarrant County, Texas ("Fourth Amendment"); (vii) Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Mira Lagos dated as of January 16, 2015 and recorded January 27, 2015 as Instrument No. D215017060 ("Fifth Amendment"), and (viii) Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Mira Lagos dated as of April 30, 2015 and recorded May 1, 2015 as Instrument No. D215090197 ("Sixth Amendment"), all in the Official Public Records of Tarrant County, Texas (said Declaration of Covenants, Conditions and Restrictions as so amended, herein collectively, the "Declaration").

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

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

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

WHEREAS, Declarant, Investor and Mozley desire to amend the Declaration to replace the fencing standards and requirements that are attached to the Fifth Amendment as <u>Exhibit D</u>, as more particularly set forth in this Seventh Amendment.

AGREEMENTS:

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Amended Fencing Standards and Requirements. The Las Brisas Fencing Standards in the form attached to the Fifth Amendment as Exhibit D are hereby superseded and replaced by the fencing standards and requirements for the Las Brisas Property (as that term is defined in the Fifth Amendment) attached hereto as Exhibit A and incorporated herein for all purposes ("Las Brisas Fencing Standards"). To the extent the fencing standards of the Las Brisas Fencing Standards differ from the fencing standards of the Declaration, the fencing standards of the Las Brisas Fencing Standards which differ shall control for the lots of the Las Brisas Property.

- 2. <u>Governing Law</u>. This Amendment shall be governed and construed in accordance with the laws of the State of Texas
- 3. Recording. Any document or instrument required by the Declaration to be recorded in Tarrant County, Texas shall also be recorded in Dallas County, Texas.
- 4. <u>Ratification</u>. Except as otherwise provided in this Seventh Amendment, the Declaration shall continue in full force and effect in accordance with its terms.
- Definitions. Except as otherwise provided in this Seventh Amendment, terms defined in the Declaration shall have the same meaning when used in this Seventh Amendment.
- 6. <u>Counterparts</u>. This Seventh Amendment may be executed in two or more identical counterparts, each of which shall constitute an original and when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the first date written above.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES AND NOTARIZATIONS ON FOLLOWING PAGES

DECLARANT:

MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP,

a Texas limited partnership

By: HANOVER SERVICES GROUP, INC.,

a Texas corporation, its sole general partner

Ву:

Name: Walter Damon

Title: Executive Vice President

STATE OF TEXAS

§ 8

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me on this ______day of December, 2015, by WALTER DAMON, Executive Vice President of Hanover Services Group, Inc., a Texas corporation, in its capacity as sole general partner of MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said corporation and limited partnership.

(2002) (2004) (2003)

Sandi R. Pustejovsky
Natary Public, State of Jesus
Commission # 223305
Expires: 01/30/2019

Notary Public, State of Texas

INVESTOR:

PENINSULA INVESTMENT LIMITED PARTNERSHIP,

a Texas limited partnership

By: HANOVER SERVICES GROUP, INC.,

a Texas corporation, its sole general partner

By:

Name: Walter Damon

Title: Executive Vice President

STATE OF TEXAS

§

COUNTY OF DALLAS

8

The foregoing instrument was acknowledged before me on this // day of December, 2015, by WALTER DAMON, Executive Vice President of Hanover Services Group, Inc., a Texas corporation, in its capacity as sole general partner of PENINSULA INVESTMENT LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said corporation and limited partnership.

Notary Public, State of Texas

MOZLEY:

MOZLEY ACQUISITION AND DEVELOPMENT PARTNERS, L.P.,

a Texas limited partnership

By: Mozley-GP Partners, Ltd., a Texas limited partnership, its general partner

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

> > By: Noth Malega

Name: Walter Damon

Title: Executive Vice President

STATE OF TEXAS §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this ______day of December, 2015, by WALTER DAMON, Executive Vice President of Hanover Services Group, Inc., a Texas corporation, in its capacity as sole general partner of Mozley-GP Partners, Ltd., a Texas limited partnership, in its capacity as general partner of MOZLEY ACQUISITION AND DEVELOPMENT PARTNERS, L.P., a Texas limited partnership, on behalf of said corporation and limited partnerships.

Sandi R. Pustejovsky
Notary Public, State of Texas
Commission # 223305
Expires: 01/30/2019

Sand R. Pusty Ely Notary Public, State of Texas

EXHIBIT A

Las Brisas Fencing Standard

[See Attached.]

POPEN SPACE FENCING ENDS 20" FROM BACK OF BUILDING SETTACK STONE AND BRICK MASONRY * All FENCHAG MOT GLUSTRAZED TO BE BUIDGR FENCE. MESA ******* Tubular Steel Fencing **** DECORATIVE PENCING HANOVER PROFERTY COMPANY LAS BRISAS SCREENING EXHIBIT ORAND PRAIRIE, TEXAS "70 LF OF BECORATIVE FENCING TO THIN WALL FROM BUILDING SETBACK **60 LF OF DECORATIVE FENCING (Starts and ends 10' from building setanck) decorative fence at front de lot between home is 10° from building setback line N FROM LINEAR PARK TO BUILDING SETRACK IS TUBBILAR STREL FRICING -SSE DETAIL A SEE DETAIL 3 Open Space Fencing ends adjacent to suitching setback from front of lot DECDRATIVE FENCING ENDS 10" FROM BUILDING SETRACK AT FRONT OF LOT SEE DETAIL A

MIRA LAGOS CORBUNIC BANDA Pranto Drame Tracs

HAMOVER PROPERTY COMPANY

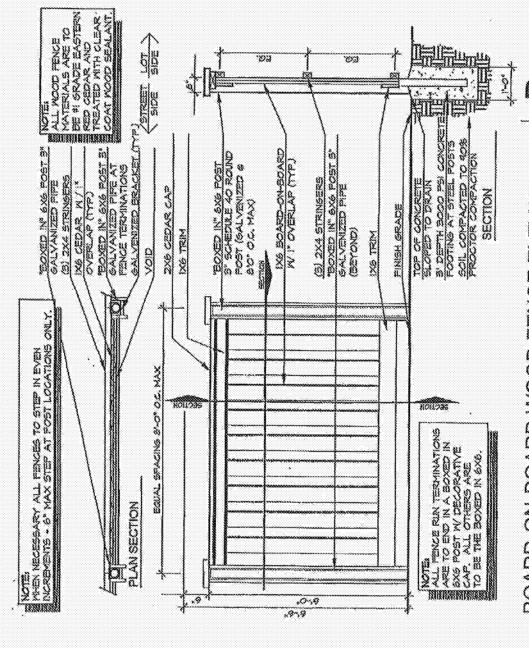
BOARD-TO-BOARD WOOD FENCE W/ CAP ELEVATION

Scale: 1/2" = 1'-0"

MESA

HANOVER PROFERTY COMPANY

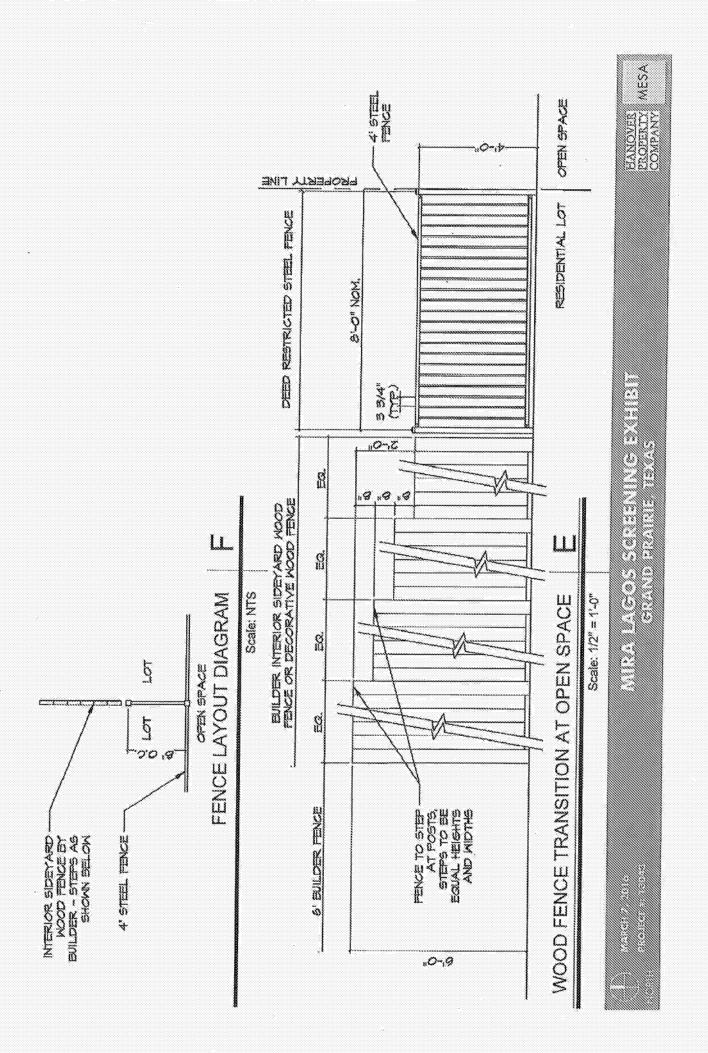


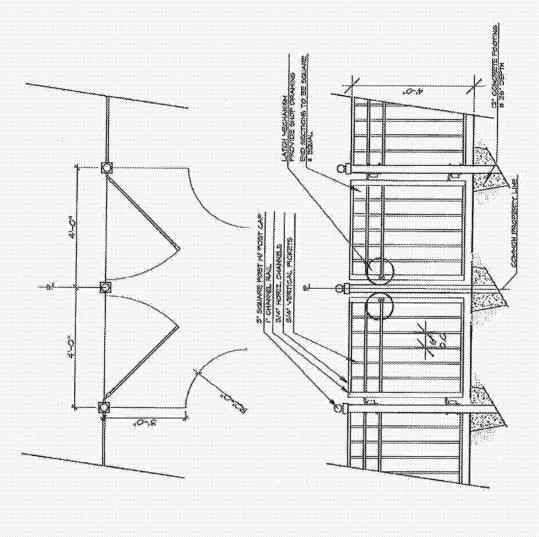


BOARD-ON-BOARD WOOD FENCE ELEVATION

Scale: 1/2" = 1'-0"

MIRA LACTOR SCHRENING BY THE STATE OF S





GATE ELEVATION AT COMMON AREAS

Scale: 1/2" = 1'-0"