

the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. When a meeting of the Members is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. When a meeting is adjourned for less than thirty (30) days, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting other than by adjournment at the meeting at which the adjournment is taken.

Section 4. Quorum. Members holding one-tenth (1/10) of the votes of each class of membership entitled to be cast at a meeting of Members, represented in person or by proxy, shall constitute a quorum for any action to be taken at such meeting. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. At such adjourned meeting at which the requisite amount of votes shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The vote of the holders of a majority of the votes entitled to be cast and thus represented at a meeting at which a quorum is present shall be required to constitute the act of the Members, unless the vote of a greater number is required by law, the Articles of Incorporation, these Bylaws or the Declaration.

Section 5. Voting and Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and signed by the Member or his or her duly authorized attorney in fact and shall bear a date not more than eleven (11) months prior to any such meeting, unless the proxy provides that it is to be valid for a period in excess of eleven (11) months. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for more than eleven (11) months. A proxy granted by any Member shall automatically cease as to any Lot conveyed by such Member to another person. At any election of Directors, every Member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of votes allocated to such Member for as many persons as there are Directors to be elected and for whose election he or she has a right to vote. Members are expressly prohibited from cumulating their votes in any election for Directors of the corporation.

Section 6. Membership in the Association. The Declarant and every Owner shall be a Member of the Association; provided, after the Conversion Date, the Declarant shall be a Class 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. Declarant may, at any time, terminate its Class B membership and its status as Declarant by giving written notice to the Board.

Section 7. Voting Rights. The right to cast votes and the number of votes which may be cast for election of members of the Board and on all other matters to be voted on by the Members shall be determined as follows:

- (a) The Association shall have two (2) classes of voting membership, Class A and Class B.
- (b) Each Owner of a Lot (other than Declarant) shall automatically and mandatorily be a Class A Member. Each Owner of a Lot shall be entitled to one (1) vote for each Lot so owned. When more than one Person owns the fee simple interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as such Persons among themselves determine and so advise the Secretary of the Association prior to the vote, but in no event shall the vote for such Lot exceed the total vote to which such Lot is otherwise entitled under this Section 7.
- (c) The sole 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.
- (d) The right of any Owner to vote may be suspended by the Board, for any period during which any Assessment against such Owner's Lot remains past due and for any period during which such Owner or such Owner's Lot is in violation of the Restrictions.
- (e) Members are expressly prohibited from cumulating their votes in any election for members of the Board. Prior to submitting any matter for a vote of the Members, the Board shall determine the total number of votes outstanding and the Members entitled to vote.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

Section 2. Term of Office. Each Director shall be elected for a term of three (3) years. Each Director shall hold office for the term for which he or she is elected and until his or her successor shall be elected and qualified unless sooner removed as provided in these Bylaws.

Section 3. Removal; Vacancies. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association at any meeting of the Members duly called and held. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining Directors and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. Any Director may, however, be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Annual Meetings. The annual meeting of the Board shall be held, without further notice, immediately following the annual meeting of Members, and at the same place or at such other time and place as shall be fixed with the consent in writing of all Directors.

Section 6. Regular Meetings. Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 7. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any Director, after not less than three (3) days notice to each Director.

Section 8. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly called and held at which a quorum is present shall be regarded as the act of the Board.

Section 9. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 10. Powers of Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws upon them, the Board may exercise all such powers, duties and authority vested in or delegated to the Association by law, the Articles of Incorporation or the Declaration and do all other lawful acts and things, except to the extent that any of the foregoing are directed or required by law, the Articles of Incorporation, the Declaration or these Bylaws to be exercised or done by the Members.

Section 11. Committees. The Board may designate one or more committees, which, to the extent provided in the resolution establishing such committee, shall have and exercise the authority of the Board in the management of the corporation. Each such committee shall consist of two or more persons, a majority of whom are Directors; the remainder need not be Directors. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law. Any non-director who becomes a member of any such committee shall have the same responsibility with respect to such committee as a Director who is a member thereof. Other committees not having and exercising the authority of the Board in the management of the corporation may be designated and appointed by the Board. Membership on such committees may, but need not be, limited to Directors.

ARTICLE V OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice President, who shall at all times be Members of the Board, a Secretary and a

Treasurer and such other officers as the Board may from time to time designate. Any two or more offices may be held by the same person, except the offices of president and secretary.

Section 2. Election of Officers; Term. The officers of the corporation shall be chosen annually by the Board at its annual meeting or as soon after such annual meeting as practicable. Each officer shall hold office until his or her successor is chosen and qualified, or until his or her death or until he or she shall have resigned or shall have been removed.

Section 3. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5. Duties. All officers and agents of the corporation, as between themselves and the corporation, shall have such authority, perform such duties and manage the corporation as provided in these Bylaws or as may be determined by resolution of the Board not inconsistent with these Bylaws. Without limiting the generality of the foregoing, the following officers shall have the duties provided below:

President

The President shall be the executive manager of the operation of the corporation and shall preside at all meetings of the Board.

Vice President

The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The Secretary shall record the vote and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of account; and shall perform such other duties as required by the Board.

ARTICLE VI INDEMNIFICATION

The corporation shall indemnify any person who was, is or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person is or was a Director or officer of the corporation to the fullest extent that a corporation may grant indemnification to a person serving in such capacity under the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the corporation for all expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the corporation within ninety (90) days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Texas Non-Profit Corporation Act, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board or any committee thereof, special legal counsel or Members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the corporation (including its Board or any committee thereof, special legal counsel or Members) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. The corporation shall additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. As used herein, the term "proceeding" means a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, any appeal in such an action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding. The corporation shall maintain insurance, at its expense, for its benefit in respect of such indemnification and for the benefit of any such person, whether or not the corporation would otherwise have the power to indemnify such person to the extent provided in the Declaration.

ARTICLE VII BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Members, Board and committees having any authority of

the Board and shall keep at its registered or principal office in the State of Texas a record of the names and addresses of its Members entitled to vote. A Member, on written demand stating the purpose of the demand, shall have the right to examine and copy, in person or by agent, accountant or attorney, at any reasonable time, for any proper purpose, the books and records of the corporation relevant to the stated purpose, at the expense of the Member.

ARTICLE VIII CORPORATE SEAL

The Association shall not have a seal.

ARTICLE IX AMENDMENTS

The power to alter, amend or repeal these Bylaws shall be vested in the Board.

ARTICLE X MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Conflicting Provisions. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. Invalid Provisions. If any part of these provisions shall be held invalid or inoperative for any reason, the remaining parts, so far as possible and reasonable, shall be valid and operative.

Section 4. Headings. The headings used in these Bylaws have been inserted for convenience only and shall not be given effect in construing the meaning of any provision.

Section 5. Resale Certificates. The Association shall comply, or shall cause its managing agent, if any, to comply, with any properly submitted request for information under Section 207.003(a) of the Texas property Code. Neither the Association nor its managing agent shall have any duty to inspect the Property prior to issuing a resale certificate pursuant to any such request, nor shall the Association, or its managing agent, have a duty to update any information provided pursuant to any such request, except in response to a properly submitted further request for updated information. The Association may establish a reasonable fee to assemble, copy and deliver the information requested pursuant to Section 207.003 of the Texas Property Code.

**UNANIMOUS ORGANIZATIONAL CONSENT OF THE
BOARD OF DIRECTORS
OF
MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being all of the Directors named in the Articles of Incorporation of MIRA LAGOS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (herein called the "Corporation"), hereby waive the requirement of holding an Organizational Meeting of the Board of Directors of the Corporation and hereby unanimously consent to the adoption by the Board of Directors of the Corporation of the following resolutions:

RESOLVED: That the form of Bylaws heretofore submitted to each of the undersigned be and it is hereby adopted as and for the Bylaws of the Corporation, and the Secretary of the Corporation be and he is hereby instructed to cause the same to be inserted in the Minute Book of the Corporation.

RESOLVED, FURTHER: That Walter Damon be and he is hereby elected President and Treasurer of the Corporation and Richard E. LeBlanc be and he is hereby elected Vice President and Secretary of the Corporation, each to serve subject to the Bylaws.

RESOLVED, FURTHER: That any and all action taken in good faith by the officers and directors of the Corporation prior to the date hereof on behalf of the Corporation and in furtherance of the transactions contemplated by the foregoing resolutions are in all respects ratified, confirmed, and approved by the Corporation as its own act and deed, and shall be conclusively deemed to be such corporate act and deed for all purposes.

RESOLVED, FURTHER: That the officers of the Corporation be and they are hereby authorized and directed to execute any and all further instruments and to do and perform any and all such other acts and things that may be necessary or proper to carry out the purposes and intent of the foregoing resolutions.

**Remainder of This Page
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IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the Corporation have set their hands as of the 30th day of DECEMBER, 2003.



Name: Richard E. LeBlanc



Name: Walter Damon



Name: Tom Marsh

Dallas County

"Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association."

is hereby amended to read as follows:

"Section 1. Number. The affairs of this Association shall be managed by a Board of not less than five (5) directors, all of whom, except for the members of the first Board, must be Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner. The number of directors may be changed by amendment of these Bylaws."

2. **Term of Office.** Section 2 of Article IV of the Bylaws which currently reads as follows:

"Section 2. Term of Office. Each Director shall be elected for a term of three (3) years. Each Director shall hold office for the term for which he or she is elected and until his or her successor shall be elected and qualified unless soon removed as provided in these Bylaws."

is hereby amended to read as follows:

"Section 2. Term of Office. From and after the effective date of this Amendment Directors of Mira Lagos Homeowners Association shall be elected for terms of office as follows:

- The three initial directors ("Developer Members") shall be elected or appointed by the Declarant until after the Conversion Date after which all directors shall be elected by the Class A Members.
- Until the Conversion Date, two members of the Board ("Owner Members") will be selected via on-line poll of the HOA members, to serve from October 15, 2009, until the annual meeting to occur in the spring of 2011.
- At the 2011 annual meeting, two Owner Members will be elected, the party receiving the greatest number of votes to serve for a two year term and the one receiving the next highest number of votes to serve for a one year term.
- Thereafter the directors will be elected at each annual meeting to fill the vacancy of expiring terms to serve for two year terms.
- After the Conversion Date all five directors will be Owner Members. At the first election after the Conversion Date the three persons receiving the highest number of votes will serve for two years. The party receiving the next highest number of votes will serve for one year. The Owner Member whose two year term is not then expired will continue in office until his term expires at which time his position will be filled for a two year term.

3. Qualifications and Conditions of Office. The following provision is added to the Bylaws as Section 5 of Article IV:

Section 5. Qualifications and Conditions of Office. The following rules as to qualifications and conditions for directors of the Association shall govern the election to the Board and conduct of Board members:

- All nominees must be in good standing in order to be qualified for election to, and continued service on the Board. "Good standing" includes [i] such member shall not be delinquent in assessments, fees, or fines as reflected on the member's account with the Association; [ii] the property of such member shall not have uncured violations of the restrictive covenants to which his property is subject and of which he has received written notice from the Association or management company.
- Persons qualified to be elected to the Board must be owners. Tenants or other occupants are not qualified. This does not include a husband or wife of the person shown in the public records to hold title. A spouse of the record owner is qualified to serve.
- After their election, Owner Members will be required to attend an orientation and quarterly Board meetings during regular office hours, as well as quarterly committee chair meetings. Each Owner Member will also be required to be a participating member of a committee.
- Each director will be required, immediately after election, to sign a Code of Conduct to be promulgated by the Board. This agreement may be amended and updated from time to time by the Board with each member agreeing to abide by the Code as changed.
- Section 3 of Article IV is hereby supplemented and amended to provide that a Director may be removed from the Board for cause, by a majority vote of the Board. Cause for removal includes violation of the above requirements and further includes, without limitation, [i] public communications, offensive, drunken, or disorderly conduct, violation of law, or other conduct which, in the opinion of a majority of the Board, is detrimental to the reputation of the Association and community; [ii] violation of, or refusal to abide by, the Articles, Bylaws, Declaration, or rules and policies promulgated by the Board after reasonable written notice; [iii] conduct calculated, in the opinion of a majority of the Board, to disrupt the harmony of the community or the conduct of business of the Board or Association including verbal or written attacks on other Board members; and [iv] failure to sufficiently exercise the duties and assignments accompanying the position as Director. A Declarant Director removed under this provision shall be replaced by the Declarant. A Member Director removed under this provision shall be replaced by a majority of the Board not including such removed director. The removed director will be replaced with 60 days from date of removal and will serve until the next annual meeting.

4. Director's Proxy. The following provision is added to the Bylaws as Section 6 of Article IV:

Section 6. Voting in Person or by Proxy. A director may vote in person or by proxy in accordance with Section 22.215 of the Business Organizations Code ("BOC") codifying Article 1396-2.17D of the Texas Non-Profit Corporation Act. Per BOC Section 22.213(b) a director present by proxy at a meeting may not be counted toward a quorum. A director proxy must be in writing, executed by the director giving the proxy, and maintained on file by the Secretary of the Association or the management company which maintains the Association records. Per BOC Section 22.216 a proxy expires three months after the date of execution and is revocable by the party granting it. It can be replaced with a new proxy within the three-month time period. A director proxy may be given to more than one director any director holding the proxy may vote for the director granting it. But the directors holding the proxy can vote only once on any issue and, if both are present, must agree or the vote cannot be taken.

5. Actions Without a Meeting. Article IV, Section 9, of the Bylaws which currently reads as follows:

Section 9. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

is hereby supplemented by the addition of the following provision:

I am not sure this achieves what we desire. The existing section requires unanimous consent to act between board meetings. We want majority consent to act between board meetings. So I think we should delete Section 9 as existing and replace with language to all approval of A MAJORITY OF the directors rather than ALL the directors. We could then add a section to allow telephonic attendance at board meetings.

IN WITNESS WHEREOF, this Amendment the Bylaws is hereby executed by its duly authorized officer or agent as of the date first above written.

Richard E. LeBlanc
Name: Richard E. LeBlanc
Title: Director

Walter Damon
Name: Walter Damon
Title: Director

Ben Luedtke
Name: Ben Luedtke
Title: Director

DECLARANT:

MIRA LAGOS DEVELOPMENT
LIMITED PARTNERSHIP,
a Texas limited partnership

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

By: Walter Damon
Name: WALTER DAMON
Title: VICE-PRESIDENT


STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 18th day of SEPTEMBER, 2009, by Walter Damon the Vice President of Hanover Services Group, Inc., a Texas non-profit corporation, the sole general partner of Mira Lagos Development Limited Partnership, on behalf of said entities.

 SANDI R. PUSTEJOVSKY
Notary Public, State of Texas
Sandi R. Pustejovsky
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 18th day of September, 2009, by Richard E. LeBlanc, Walter Damon, and Ben Luedtke.

 SANDI R. PUSTEJOVSKY
Notary Public, State of Texas
Sandi R. Pustejovsky
Notary Public, State of Texas

Filed and Recorded
Official Public Records
John F. Warren County Clerk
Dallas County TEXAS
09/25/2009 01:33:41 PM
\$32.00

AFTER RECORDING RETURN TO:

 [Signature]



200900274345 ✓

MISC 1/3

MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.

OPERATIONAL GUIDELINES

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

The following Operational Guidelines are hereby adopted by the Board of Mira Lagos Homeowners Association, Inc., a Texas nonprofit corporation:

1. **Communications.** The Board will have meetings quarterly and Directors are encouraged to communicate any matters that should come before the Board at that time. If there is a crucial matter known to a Director which he or she feels cannot wait until the regular meeting that Director should contact the manager to attempt to resolve the issue between Board meetings. The meeting may be held by telephone conference or by exchange of emails among the Directors as provided in the Bylaws as amended or may be scheduled for a time and place designated by the President. Members will be instructed to email any issues which they may have to the Manager. Certain parties have gone to extremes on emails and coming to the office to such an unreasonable degree that the regular duties of management are impeded. The Manager is instructed to discourage such conduct in as pleasant a manner as is possible and encourage an occasional email with such issues as the member may have.

2. **Reports.** Monthly financial reports will be sent to the Board members by the management company by the 20th of each month. Any questions regarding the financials should be submitted in summary via email to management. Any questions regarding financials during those months in which Board meetings are scheduled must be submitted to management three business days in advance of the meeting to provide the Board and Management the opportunity to be prepared to resolve as many outstanding issues as is possible to provide for the most effective use of time during the meeting.

3. **Agenda.** Matters to be included on the agenda for quarterly Board meetings must be submitted to management three business days prior to the meeting. Agendas for the Board meetings will contain a quarterly management report, and only those agenda items submitted to and approved by a majority of the Board.

4. **Quarterly Management Reports.** Quarterly management reports will be presented at each quarterly Board meeting.

5. Regular Operational Issues. Questions and inquiries as to status on regular operational issues, such as work orders, violations, status of dues on delinquent accounts, will be available via access to PremierConnect.

6. Bidding. The Board of Directors will request management to bid all maintenance contracts at least once every two years. Three bids for maintenance contracts shall be submitted and decided upon by the Board. It is expected that relationships will exist with regular vendors for small maintenance duties, such as repairs, outside regular contracts. Management shall have the duty and ability to request such services from time to time, in keeping with their duties as managing agent, and within the scope of the approved operating budget Maintenance projects in excess of \$10,000.00 will require competitive bids, and shall be presented to the Board for approval.

7. Management Agreement. Management will have the duties and authority set forth in the management agreement by and between the management company and the Association. In addition, the day to day matters should not be brought to the Board for determination since that is the reason for contracting for professional management. The financial and accounting matters, not reserved specifically to the Board of Directors, will be handled by management. Before foreclosure proceedings are commenced the Board will be asked for a resolution authorized and instructing such action. Demand letters and liens may be placed on property without Board approval although the Board may make rules, guidelines and collection policies dictating the procedures, time deadlines, etc, to be followed in collection activities. The manager may refer a specific violation to counsel for a demand letter after sending the usual management company letters including the notices required by Section 209.006 and .007 of the Texas Property Code. No litigation will be commenced in any case without specific Board authority.

8. Amendments and Letter Authority. The Board may make changes to the Operational Guidelines from time to time to add to or change the matters contained herein. The Board may also give instructions and authority to management, committees, or officers which may or may not be in strict accordance with the provisions hereof. Such letter authority approved by a majority of the Board shall be considered a variance and not an amendment of these Guidelines.

[End of text. Signature Page follows.]

The Directors unanimously approve and agree to the terms of these Operational Guidelines and direct that they be filed in the Real Property Records of Tarrant and Dallas Counties.

Richard E. LeBlanc
Richard E. LeBlanc, Secretary

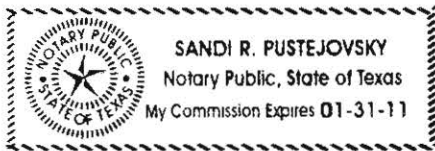
Walter Damon
Walter Damon, President

Ben Luedke
Ben Luedke, Director
Luedke

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 18th day of September, 2009, by Richard E. LeBlanc, Walter Damon, and Ben Luedke.



Sandi R. Pustejovsky
Notary Public, State of Texas

Filed and Recorded
Official Public Records
John F. Warren County Clerk
Dallas County TEXAS
09/25/2009 01:33:42 PM
\$24.00



JF

AFTER RECORDING RETURN TO:

200900274345

Declaration of CC&R's

Tarrant County

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

Dedicatory Instruments

Guidelines for Display of Certain Religious Items

WHEREAS, lots in Mira Lagos Homeowners Association, Inc., are subject to the Declaration of Covenants, Conditions & Restrictions for Mira Lagos Homeowners Association, Inc., recorded October 29, 2002, in Volume 16091, Pages 0021.001 through 0021.067 of the Deed Records of Tarrant County, Texas. **The Association wishes to adopt reasonable guidelines for Display of Certain Religious Items; and**

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

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

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for display of certain religious items have been established by the Board and are to be recorded with the Real Property Records.

**MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS Mira Lagos Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

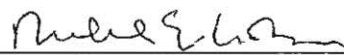
WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

5. A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include anything related to any faith that is motivated by the resident's sincere religious belief or tradition.
6. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
7. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
8. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
9. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines.
10. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Tarrant County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 22nd day of August 2013.



Name of Board Member
Title Board President
Mira Lagos Homeowners Association, Inc.

STATE OF TEXAS

§
§
§

COUNTY OF Tarrant

Before me, the undersigned authority, on this day personally appeared Richard E. LeBlanc
Board President (title), of Mira Lagos Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 22nd day of August, 2013.



[Signature]
Notary Public, State of Texas

Stacy McGrath
Printed Name
My commission expires: 4-5-14

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

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

Dedicatory Instruments

Guidelines for Rainwater Recovery Systems

WHEREAS, lots in Mira Lagos Homeowners Association, Inc., are subject to the Declaration of Covenants, Conditions & Restrictions for Mira Lagos Homeowners Association, Inc., recorded October 29, 2002, in Volume 16091, Pages 0021.001 through 0021.067 of the Deed Records of Tarrant County, Texas. **The Association wishes to adopt reasonable guidelines for Rainwater Recovery Systems; and**

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

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

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for rainwater recovery systems have been established by the Board and are to be recorded with the Real Property Records.

**MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS Mira Lagos Homeowners Association, Inc. (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) (“Section 202.007”) thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as “Rainwater Recovery Systems”); and

WHEREAS, the Board of Directors (“Board”) of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee (“ACC”) subject to these guidelines.
 2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
 3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
 4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- 2) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 3) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage

containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.

- 4) Harvested water must be used and not allowed to become stagnant or a threat to health.
- 5) All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Tarrant County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

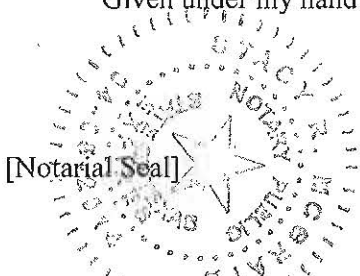
Approved and adopted by the Board on this 22nd day of August 2013.

Richard E. LeBlanc
 Name of Board Member
 Title President
 Mira Lagos Homeowners Association, Inc.

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared Richard E. LeBlanc, Board President (title), of Mira Lagos Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 22nd day of August, 2013.



Stacy McGrath
 Notary Public, State of Texas
Stacy McGrath
 Printed Name
 My commission expires: 4-5-14

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MIRA LAGOS HOA INC
3102 OAK LAWN STE 202
DALLAS, TX 75219

Submitter: MIRA LAGOS HOA INC

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

Filed For Registration: 8/29/2013 9:16 AM

Instrument #: D213229112

OPR 7 PGS \$36.00

By: _____

Mary Louise Garcia

D213229112

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

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

CHARLES W SPENCER
7920 BELT LINE RD STE 935
DALLAS, TX 75254

Submitter: CHARLES W SPENCER &
ASSOCIATES PLLC

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

Filed For Registration: 7/24/2012 3:01 PM

Instrument #: D212178295

OPR

6

PGS

\$32.00

By: _____

Mary Louise Garcia

D212178295

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

Prepared by: CRKUNAU

CERTIFICATE
FOR
RECORDATION OF DEDICATORY INSTRUMENT
OF
MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located."; and

WHEREAS, Mira Lagos Homeowners Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Tarrant County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Mira Lagos was recorded October 29, 2002, in Volume 16091, Pages 0021.001 through 0021.067 of the Deed Records of Tarrant County, Texas (this instrument together with amendments and supplements thereto hereinafter called the "Declaration");

NOW, THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

[Signature page follows.]

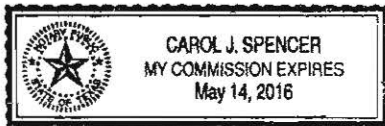
EXECUTED this 23rd day of July, 2012.

MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: Charles W. Spencer
Charles W. Spencer,
Authorized Representative

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 23rd day of July, 2012,
by Charles W. Spencer, authorized representative of Mira Lagos Homeowners
Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Carol J. Spencer
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Charles W. Spencer
7920 Belt Line Road
Suite 935
Dallas, TX 75254

MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.
GUIDELINES AND ENFORCEMENT POLICY RELATING TO
LOT MAINTENANCE AND TRASH RECEPTACLES

[Revised as of the Date of Execution Shown Below]

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

WHEREAS, the Board of Directors of the Mira Lagos Homeowners Association, Inc. (the "**Association**") finds there is a need to establish orderly procedures for the enforcement of the Rules & Regulations of the Association, and the restrictive covenants set forth in the Declaration of Covenants, Conditions and Restrictions for the Association recorded October 29, 2002, in Volume 16091, Pages 0021.001 through 0021.067, Real Property Records of Tarrant County, Texas (hereinafter referred to, collectively, as the "**Governing Documents**") against violating owners insofar as same relate to Lot Maintenance and Trash Can Violations.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Association Governing Documents and for the elimination of violations of such provisions found to exist in, on and about the property subject to the Governing Documents relating to Lot Maintenance and Trash Can Violations (to be referred to herein as the "**Enforcement Policy**").

1. **Lot Maintenance Violation.** This rule is supplemental to the provision contained in Section 8.4(b) of the Declaration which provides that in the event of the failure of an owner to maintain his Lot

"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 seven (7) days, the Association will cause such action to be taken at such Owner's cost. If at the expiration of said seven (7) 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 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 of this Declaration, including the right to recover any Maintenance Costs incurred by the Association, the Association may

assess such Owner a fine of \$25.00 per day for each day that the Owner fails to be in compliance."

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

2. Trash Can Violations. In the event an owner fails or refuses to comply with the Governing Documents, including the guidelines below, as to the trash receptacles on his Lot, after compliance with the provisions of Chapter 209 of the Texas Property Code, the Association may, in the Board's discretion, assess the owner a fine in the amount of \$50.00 for each trash can violation committed.

3. Guidelines Regarding Trash Receptacles.

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

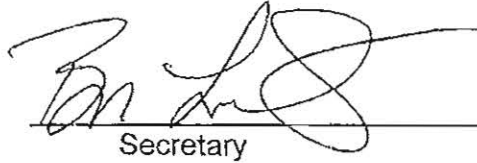
BE IT FURTHER RESOLVED, that trash receptacles must be

- Put out for pick-up no earlier than 8:00 p.m. the night before trash pick-up, and returned for storage no later than 12:00 midnight the day of trash pick-up; and
- Maintained in clean, well kept receptacles;
- Stored in the garage out of public view; or
- Stored in the back yard out of public view; or stored on the side of the home, screened from public view by shrubbery which blocks the view from the street, or other screening as approved in writing by the Architectural Control Committee;

IT IS FURTHER RESOLVED that this Enforcement Policy is effective upon adoption hereof and recordation in the Real Property Records of the County where the Property, or a part thereof, is located and will remain in force and effect until revoked, modified or amended by the Board of Directors.

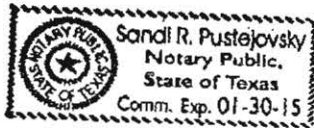
This is to certify that the foregoing Enforcement Policy was adopted by the Board of Directors at a duly convened meeting held on the 23rd day of July 2012, and that the same shall be filed of record in the Real Property Records of Tarrant and of Dallas County, Texas.

DATE: 7/23/12


Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 23rd day of July, 2012, by Ben Ludtke the Secretary of Mira Lagos Homeowners Association, Inc., on behalf of said corporation.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

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

Submitter: MIRA LAGOS HOMEOWNERS
ASSOCIATION INC

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

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

Instrument #: D211307594

OPR 6 PGS \$32.00

By: Mary Louise Garcia

D211307594

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

Prepared by: CAMADDOCK

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

Guidelines for Display of Flags

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

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

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

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for display of flags have been established by the Board and are to be recorded with the Real Property Records.

**Mira Lagos Homeowners Association
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TARRANT}

§

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WHEREAS the Mira Lagos Homeowners Association, Inc. (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 (“Section 202.011”) thereto regarding the display of flags; and

WHEREAS, the Board of Directors (“Board”) of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of (“Permitted Flags”):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee (“ACC”) is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3’) by five foot (5’) in size.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Dallas County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 11 day of October 2011.

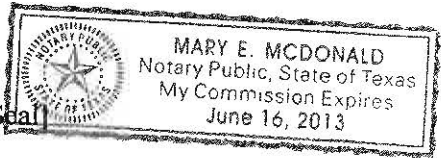


Richard E. LeBlanc
President
Mira Lagos Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared Richard E. LeBlanc, General Manager of Mira Lagos Homeowners Association, Inc. a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 11th day of October, 2011.



[Notarial Seal]

Mary McDonald
Notary Public, State of Texas

Mary McDonald
Printed Name

My commission expires: 6/16/13

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

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

Submitter: MIRA LAGOS HOMEOWNERS
ASSOCIATION INC

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

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

Instrument #: D211307595

OPR 5 PGS \$28.00

By: Mary Louise Garcia

D211307595

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

Prepared by: CAMADDOCK

4

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

Guidelines for Solar Energy Devices

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

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

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

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for solar energy devices have been established by the Board and are to be recorded with the Real Property Records.

**Mira Lagos Homeowners Association
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TARRANT

§

§

WHEREAS the Mira Lagos Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and

Mira Lagos Homeowners Association

Guidelines for Solar Energy Devices

Page 2 of 3

- d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
- a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Dallas County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Mira Lagos Homeowners Association
Guidelines for Solar Energy Devices
Page 3 of 3

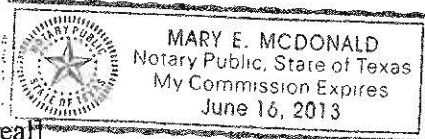
Approved and adopted by the Board on this 11th day of October 2011.

Richard E. LeBlanc
Richard E. LeBlanc
President
Mira Lagos Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared Richard E. LeBlanc, General Manager of Mira Lagos Homeowners Association, Inc. a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 11th day of October, 2011.

[Notarial Seal] 

Mary McDonald
Notary Public, State of Texas
Mary McDonald
Printed Name

My commission expires: 6/16/13

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

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

Submitter: MIRA LAGOS HOMEOWNERS
ASSOCIATION INC

DO NOT DESTROY
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Filed For Registration: 12/21/2011 12:22
PM

Instrument #: D211307597

OPR 5 PGS \$28.00

By: Mary Louise Garcia

D211307597

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

Prepared by: CAMADDOCK

4

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

Collection Policy

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

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

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

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



a FirstService Residential company

Creating the most desirable residential communities in which to live.

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

Mira Lagos Homeowners Association, Inc. COLLECTION POLICY		
Mira Lagos Homeowners Association, Inc. collection process includes the following steps <i>unless authorized exceptions to this process are communicated in writing from the Board of Directors through the Association Manager.</i>		
Notice	Description	Fees
1 st Friendly Notice	<ul style="list-style-type: none"> Issued by the billing department after the Association's late date as a statement showing the total amount due. The late date is the 30th. Only issued to owners <u>with a balance of \$10 or more.</u> <ul style="list-style-type: none"> Late/interest fees may vary based on governing documents. Interest is not calculated on balances under \$2. Late date may vary based on governing documents. 	18% per annum + \$8.00 processing fee
2 nd Formal Notice	<ul style="list-style-type: none"> Issued by the billing department as a late letter (typically 30 days after the Friendly Notice). Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account. <ul style="list-style-type: none"> Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure. Only issued to owners <u>with a balance of \$50 or more.</u> <ul style="list-style-type: none"> A second late statement may be sent to owners in lieu of or in addition to the second notice, but the processing fees and collateral costs (print, envelopes, postage, etc.) still apply to each review and mailing. 	\$18.00 processing fee
Demand Letter	<ul style="list-style-type: none"> This is a second 30-day collection notice (similar to the 2nd Formal Notice); sent via certified mail. The billing department will automatically proceed with referring an account for demand <i>unless the Manager or Board of Directors stipulates otherwise.</i> Association collection policies may require demand letter processing through an attorney's office. NOTE: For Associations under developer control, builder referral for advanced collection action requires approval from the divisional Director in addition to the Manager. 	\$35.00 request for demand + collection agency/attorney fees (fees vary by office/agency)
Lien	<ul style="list-style-type: none"> If an account is referred directly to an attorney's office, the billing department will automatically proceed with an Authorization to Lien <i>unless the Manager or Board of Directors stipulates otherwise.</i> 	\$20.00 request for lien + collection agency/attorney fees

Loyalty • Integrity • Respect • Fun

Premier Communities Management Company
 3102 Oak Lawn Avenue
 Suite 202
 Dallas, TX 75219




Teamwork • Work Ethic • Positive Attitude

Office: 214.871.9700
 Toll Free: 866.424.8072
 Fax: 214.889.9980
www.premiercommunities.net

	<ul style="list-style-type: none"> • If an account is referred to a collection agency (e.g., Red Rock), the account is automatically processed for a lien subsequent to the 30-day timeline referenced in the demand letter. • The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in question. • Processing and filing a lien with the county clerk can take up to 30 (thirty) days. 	<p><i>(fees vary by office/agency and county)</i></p>
Foreclosure	<ul style="list-style-type: none"> • Authorization for Foreclosure must be Board-approved in writing. <ul style="list-style-type: none"> ○ The approval should be in the form of Board-approved meeting minutes or a signature on an approved form. ○ The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board. • Processing an account for foreclosure can take up to ninety (90) days • A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees; a condominium owner has a three month (90-day) right of redemption. <ul style="list-style-type: none"> ○ If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict. ○ The Association can proceed with Authorization to Evict once the property has been foreclosed. • NOTE 1: The Association lien is subordinate to the first lien holder (mortgage company). If the mortgage company forecloses on the property, the Association lien is relinquished and the amount owed is written off to unrecovered assessments. The mortgage company is responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property. • NOTE 2: There are two types of foreclosure available to Associations, judicial and expedited non-judicial. The governing documents for each community will specify which methods of foreclosure are available to the Association. <ul style="list-style-type: none"> ○ Expedited non-judicial foreclosure is a new requirement for Associations that do not require judicial foreclosure per HB 1228 effective 1/1/2012. 	<p>\$20.00 request for foreclosure + collection agency/attorney fees <i>(fees vary by office and county)</i></p>

This is to certify that the foregoing Collection Policy was adopted by the Board of Directors.


 Name: Richard E. LeBlanc
 Title: President
 Date: October 11, 2011



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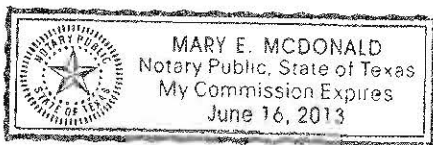
Creating the most desirable residential communities in which to live.

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 11th day of Oct.,
20 11, by Richard E. LeBlanc, President of
Mira Lago Homeowner Association, Inc Texas non-profit corporation, on behalf of said
corporation.



Mary McDonald
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

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

Submitter: MIRA LAGOS HOMEOWNERS
ASSOCIATION INC

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Filed For Registration: 12/21/2011 12:22
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Instrument #: D211307596

OPR 4 PGS \$24.00

By: *Mary Louise Garcia*

D211307596

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

Prepared by: CAMADDOCK

3

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

Alternative Payment Schedule Guidelines for Certain Assessments

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

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

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

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines have been established by the Board and are to be recorded with the Real Property Records.

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

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the “Board”) of *Mira Lagos Homeowners Association, INC.* (the “Association”) wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

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

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

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
 - b. An Alternative Payment Schedule will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner’s default of such Alternative Payment Schedule.
 - c. During the course of an Alternative Payment Schedule, additional monetary penalties, other than reasonable costs associated with administering the Alternative Payment Schedule and interest, shall not be charged against an owner.
 - d. The minimum term for an Alternative Payment Schedule is three months from the date of the owner’s request for an Alternative Payment Schedule. The maximum term for an Alternative Payment Schedule is eighteen months from the date of the owner’s request for an Alternative Payment Schedule.
 - e. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain

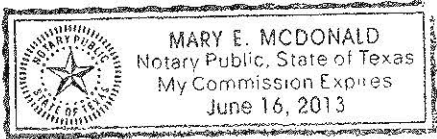
Alternate Payments Schedule Policy

Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Richard E. LeBlanc
Name: Richard E. LeBlanc
Title: President
Date: 10/11/11

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 11th day of Oct.,
2011, by Richard E. LeBlanc, President of
Home Depot Homeowners Assoc, Inc, a Texas non-profit corporation, on
behalf of said corporation.



Mary McDonald
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

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ASSOCIATION INC

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Instrument #: D211307600

OPR 4 PGS \$24.00

By: Mary Louise Garcia

D211307600

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Prepared by: CAMADDOCK