

the Unified Development Code with full irrigation for entire lot.

- D. Tree preservation shall be implemented through development incentives and landscaping requirements.
 - 1. Staff shall administratively approve building setback variances for the purpose of preserving existing trees. Tree protection provisions will be applied as condition of approval.

IV.

DENSITY AND DIMENSIONAL REQUIREMENTS

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

1. A 20-foot front yard building setback is required for zero lot line residential lots developed with rear entry (rear alley accessed) garages. This building setback provision shall be noted on the final plat for all phases of the Planned Development zoning area.
2. Covered front yard porches with a minimum depth of 5 feet, built in front of or attached to the front (street facing) side of a zero lot line residential living unit, may be constructed with a 15-foot minimum front yard setback. This building setback provision shall be noted on the final plat for all phases of the Planned Development zoning area.

V.

SUPPLEMENTAL DEVELOPMENT STANDARDS

- A. Architectural guidelines are to be established for the Planned Development zoning area.
 1. Minimum roof pitch to be 8:12 for all roof structures covering main (climate controlled) living areas. Variation in roofing material shall be required in accordance with Section V. A. 5. c. of this Ordinance.
 2. A minimum roof pitch of 6:12 shall be permitted for front yard porches and non-front entry garages that shall include, but not be limited to, side entry, front oriented (J-swing) side entry, or detached rear yard garage configurations. Variation in roofing material shall be required in accordance with Section V. A. 5. c. of this Ordinance.
 3. Exterior construction to be predominately composed of masonry materials.
 - a. Minimum eighty percent (80%) of all exterior wall surfaces for 2-story structures or higher shall be structurally designed for and constructed of masonry and/or stone. Certain architectural features shall be excluded from the masonry calculation that would include, but not be limited to, doors, windows, boxed or bay windows, dormers, areas under covered porches one-story in height, and other similar architectural projections. Masonry shall be defined as standard-size full-width brick, stone, cultured stone or stone veneer units. Color variation for brick masonry exteriors shall be required in accordance with Section V. A. 5. a. and b. of this Ordinance.
 - b. Minimum one-hundred percent (100%) of all exterior wall surfaces for 1-story structures shall be structurally designed for and constructed of masonry and/or stone. Certain architectural features shall be excluded from the masonry calculation that would include, but not be limited to, doors, windows, boxed or bay windows, dormers, areas under covered porches one-story in height, and other similar architectural projections. Masonry

shall be defined as standard-size full-width brick, stone, cultured stone or stone veneer units. Color variation for brick masonry exteriors shall be required in accordance with Section V. A. 5. a. and b. of this Ordinance.

- c. Minimum one-hundred percent (100%) of all building elevations directly facing, siding, and/or backing up to a major arterial, collector street, or local residential street shall be structurally designed for and constructed of masonry and/or stone. Certain architectural features shall be excluded from the masonry calculation that would include, but not be limited to, doors, windows, boxed or bay windows, dormers, areas under covered porches one-story in height, and other similar architectural projections. Masonry shall be defined as standard-size full-width brick, stone, cultured stone or stone veneer units. Color variation for brick masonry exteriors shall be required in accordance with Section V. A. 5. a. and b. of this Ordinance.
 - d. All fireplace chimney flues shall be encased in 100% masonry for all chimney types and locations.
4. Residential garage alternatives to be provided to the home owner/purchaser.
- a. Minimum thirty percent (30%) of all platted residential lots with a width of 60-feet to 69-feet shall have non-front entry garages that shall include, but not be limited to, side entry, front oriented (J-swing) side entry, or detached rear yard garage configurations.
 - b. Minimum fifty percent (50%) of all platted residential lots with a width of 70-feet or greater shall have non-front entry garages that shall include, but not be limited to, side entry, front oriented (J-swing) side entry, or detached rear yard garage configurations.
 - c. Front entry garages with two or more doors are to have a minimum 12-inch offset between garage doors.
 - d. Two-car wide single garage doors are not permitted for front entry garages, but shall be permitted for non-front entry garages that shall include, but not be limited to, side entry, front oriented (J-swing) side entry, or detached rear yard garage configurations.
 - e. Front entry garages shall not be permitted on lots directly facing a "T" type street intersection, where said lots has frontage along the visual terminus (or "dead-end" position) facing towards the end of the projecting intersecting street. Where two lots have a common side lot line that generally aligns with the center of the projecting intersecting street, non-front entry garages shall be required for both lots. *See Figures 1 and 2*

below for examples.

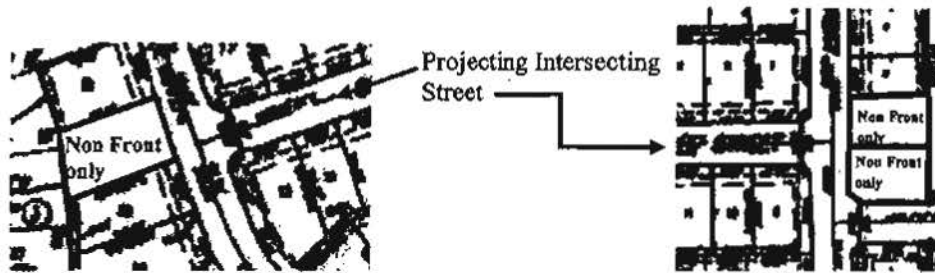


Figure 1 – One lot facing “T” intersection

Figure 2 – Two lots facing “T” intersection

5. Variation in architectural design, color scheme, and building profile required.
 - a. No use of the same brick masonry color, duplicate building elevation, and building profile shall be allowed on a house built on a lot that is within 4 lots of a structure constructed with similar building elements that is located on the same side of a street in-between intersecting street(s). No residential building may be built with similar aforementioned building elements and color pallet as one located directly across the street.
 - b. The use of stone, cultured stone, or stone veneer units of the same color and hue shall be permitted within the Planned Development zoning area but shall not consume more than thirty-five percent (35%) of an exterior wall surface, or a collective series of exterior wall surfaces composing a facade, that are directly facing, siding, and/or backing up to a major arterial thoroughfare, collector street, and/or local residential street.
 - c. Three-tab type roof shingles are to be disallowed. One roof shingle color may be used throughout the Planned Development zoning area. However, no use of the same shade or tone of roof shingle color shall be allowed on a house built on a lot within 3 lots of a structure constructed with a similar roof shingle shade or tone that is located on the same side of street in-between intersecting streets. No house may be built with a similar roof shingle shade or tone as one located directly across the street. Home buyers to be provided with at least 5 different shade or tone options for roof shingles.
- B. A unifying urban design theme is to be provided for amenities and streetscape elements with provision for centralized property management to be in place.
 1. Unified street signage, mail boxes and street lighting to be coordinated throughout the development.
 2. A mandatory property-owners association and/or a public improvement district

("PID") shall be created to enforce the restrictions contained in this ordinance at the expense of the property owners association and/or PID, and said association and/or PID shall also maintain required masonry screening walls, street landscaping, monument signage, common irrigation, and other common areas within the development. Documentation establishing such district and/or association shall be required at time of final plat review.

VI.

FACADE PLANS TO BE SUBMITTED FOR STAFF REVIEW

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

VII.

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

VIII.

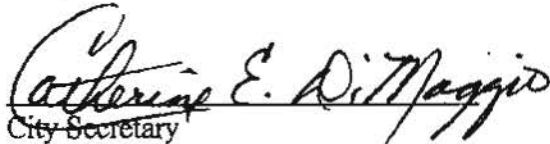
That this Ordinance shall be in full force and effect from its passage and approval.

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



Mayor, Grand Prairie, Texas

ATTEST:



City Secretary

APPROVED AS TO FORM:



City Attorney

Exhibit "A"
Page 1 of 3

LEGAL DESCRIPTION

BEING all that tract of land in the City of Grand Prairie, Tarrant County, Texas, a part of the George Greer Survey, Abstract No. 618, and being all that 86.351 acre tract of land conveyed to Zack M. Mozley as recorded in Volume 15343, Page 77, Tarrant County Deed Records, and being a part of that 470.149 acre tract of land conveyed to Peninsula Development Limited Partnership as recorded in Volume 16091, Page 16, Tarrant County Deed Records, and being further described as follows:

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

THENCE South 58 degrees 56 minutes 00 seconds West, 690.69 feet along the southeast line of 86.351 acre tract of land and along the northwest line of said 470.149 acre tract of land, to one-half inch iron rod found for the west corner of said Mira Lagos B;

THENCE South 00 degrees 36 minutes 52 seconds East, 490.04 feet along the southwest line of said Mira Lagos B to a one-half inch iron rod set for corner;

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

THENCE North 00 degrees 36 minutes 52 seconds West, 48.55 feet to a one-half inch iron rod set for corner;

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

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

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

THENCE Southwesterly, 555.39 feet along a curve to the left having a central angle of 06 degrees 54 minutes 10 seconds, a

Exhibit "A"

Page 2 of 3

radius of 4610.00 feet, a tangent of 278.03 feet, and whose chord bears South 62 degrees 07 minutes 41 seconds West, 555.06 feet to a one-half inch iron rod set for corner;

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

THENCE South 72 degrees 55 minutes 46 seconds West, 105.85 feet to a one-half inch iron rod set for corner;

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

THENCE South 58 degrees 56 minutes 00 seconds West, 344.28 feet along the southeast line of said 86.351 acre tract of land and along the northwest line of said 470.149 acre tract of land to a concrete monument found at the south corner of said 86.351 acre tract of land, said point being in the southeast line of a 57.57 acre tract of land granted to the United States of America for Joe Pool Lake as described in Volume 7244, Page 416, Tarrant County Deed Records;

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

North 19 degrees 01 minutes 22 seconds West, 758.42 feet to a concrete monument found for corner;

North 41 degrees 08 minutes 37 seconds East, 576.88 feet to a concrete monument found for corner;

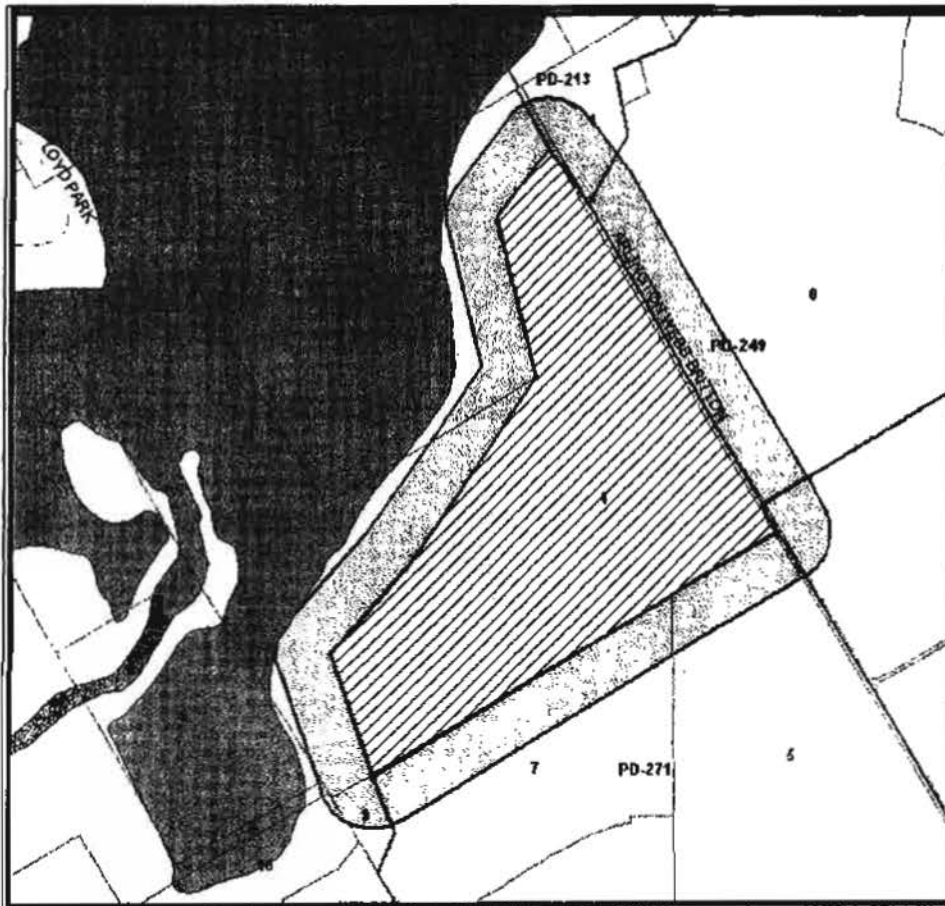
North 34 degrees 51 minutes 21 seconds East, 1374.28 feet to a concrete monument found for corner;

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

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

THENCE South 30 degrees 19 minutes 45 seconds East, 2638.66 feet along the northeast line of said 86.351 acre tract of land and along the center of County Road No. 2017 to the POINT OF BEGINNING and containing 4,007,537 square feet or 92.000 acres of land.

PROPERTY OWNER NOTIFICATION / LOCATION MAP



Cross Hatched Area
Indicates Property
Under Review

Shaded Area Indicates
Notification Boundary
(if applicable)

CASE NUMBER: Z040504
ZONING REQUEST -
VILLAS AT THE PENINSULA

CURRENT ZONING: A

REQUEST:

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

30150 300600900
Feet

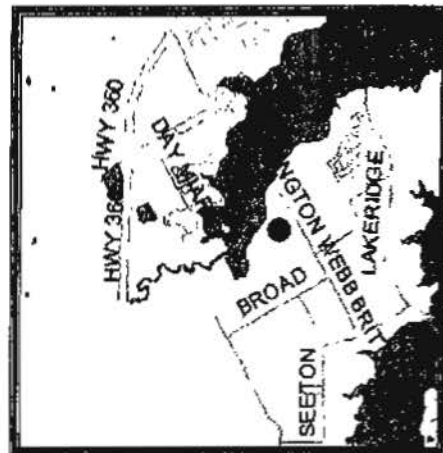


Exhibit "B"
Density and
Dimensional Table

Zoning Area Designation	Maximum Density per Gross Acre	Minimum Living Area per Unit (SF)	Minimum Lot Sizes & Dimensions			Min Yard Setbacks in Feet						Max. Height (Feet)	Max. Lot Coverage
			Area (SF)	Width (Feet)	Depth (Feet)	Front w/ front facing garage (1.)	Front w/ non front facing garage, and/or front facing porches min. 5' deep	Rear	Internal Side Yard	Side on Street	Rear on Street Greater than 50-foot Right-of-Way		
A (149 lots)	4.0	2,000 SF	7,130	62	115	25	20	10	6	15	15	35	50%
B (20 lots)	4.0	1,800 SF	6,600	55	120	25	20	10	5	15	15	35	50%
C (109 lots) ZLL Option	4.0	1,800 SF	4,400	40	115	20 (Std. setback for ZLL w/ rear alleys)	15 (Applies only if front porch is provided)	10	0 with 10' bldg. sep. 5' for non ZLL	15	15	35	50%
D (7 lots)	4.0	2,500 SF	20,000	90	200	30	25	50	10	15	15	35	40%

(1.) A 20-foot front yard building setback is required for zero lot line residential lots developed with rear entry (rear alley accessed) garages in accordance with Section IV. C. 1. of this Ordinance.



WALTER DAMON
HANOVER PROPERTY CO.
5950 BERKSHIRE LANE SUITE 850
DALLAS TX 75225

Submitter: WALTER DAMON III

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

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

Filed For Registration: 12/30/2005 10:56 AM
Instrument #: D205388318
A 63 PGS \$260.00

By: _____



D205388318

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.

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

SPECIAL WARRANTY DEED

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

THAT MIRA LAGOS SECTION B PARTNERS, LTD., a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid to Grantor by PULTE HOMES OF TEXAS, L.P., a Texas limited partnership, having an address at 1234 Lakeshore Drive, #750A, Coppell, Texas 75019 ("Grantee"), has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, those certain lots (the "Lots") situated in Tarrant County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes, together with all rights and appurtenances pertaining or appertaining thereto, including, without limitation, any and all rights, title and interests of Grantor in and to any adjacent streets, alleys and rights-of-way, and all improvements located thereon (the Lots, improvements and appurtenances are hereinafter collectively referred to as the "Property").

This conveyance and the warranties of title contained herein are expressly made subject only to those certain encumbrances, easements and other matters more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Permitted Exceptions"), but only to the extent that such Permitted Exceptions are valid, subsisting and, in fact, affect the Property. Notwithstanding anything to the contrary contained or implied elsewhere herein, Grantor hereby excepts from this conveyance all of the oil, gas and other minerals in, on or under the Property, provided that Grantor hereby expressly waives in favor of Grantee and its successors and assigns, any and all rights to utilize the surface estate of the Property for any all uses whatsoever including, but not limited to, drilling, extraction, production or other exploration or mining for oil, gas or other minerals or the storage or transportation thereof or any other use relating to such reserved oil, gas or other minerals. Such waiver shall not, however, restrict or prohibit the pooling or unitization of the mineral estate reserved by Grantor hereunder with land other than the Property or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that such operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property. Grantor shall indemnify, defend and hold harmless Grantee and its successors and assigns from and against any and all claims, liabilities, damages and costs incurred or suffered by the Property or Grantee and/or its successors and assigns in connection with or as a result of the rights reserved by Grantor hereunder, provided, the foregoing indemnity shall not apply to claims, liabilities, damages or costs resulting from the gross negligence or willful misconduct of Grantee or its successors or assigns.

TO HAVE AND TO HOLD the Property (subject to the foregoing) unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Ad valorem taxes relating to the Land have been prorated between Grantor and Grantee as of December 24, 2004. Notwithstanding the foregoing, certain taxes, penalties, interest and/or assessments (collectively, the "Rollback Taxes") may be incurred or assessed against the Property as a result of the change in usage or ownership of said Property, which Rollback Taxes accruing for all periods prior to and up through the date of this Special Warranty Deed, if any, are Grantor's sole responsibility. In this regard, Grantor hereby affirms its obligations to pay such Rollback Taxes accruing for all periods prior to and up through the date of this Special Warranty Deed, and agrees to indemnify and defend Grantee and hold Grantee harmless from and against any and all costs, expenses or claims of any nature whatsoever, known or unknown, direct or indirect, in connection with such Rollback Taxes.

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EXECUTED to be effective as of the 27th day of September, 2005.

GRANTOR:

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

By: Hanover Services Group, Inc.,
a Texas corporation
its General Partner

By: *Walter Damon*
Walter Damon, President

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me on this day personally appeared Walter Damon, President of Hanover Services Group, Inc., a Texas corporation, General Partner of Mira Lagos Section B Partners, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 27th day of September, 2005.

SEAL

My Commission Expires:

6/13/09

Mary McDonald
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Pulte Homes of Texas, L.P.
1234 Lakeshore Drive, Suite 750A
Coppell, Texas 75019
Attention: Bill Senkel



SEND TAX NOTICES TO:
Pulte Homes of Texas, L.P.
1234 Lakeshore Drive, Suite 750A
Coppell, Texas 75019
Attention: Bill Senkel

**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

LEGAL DESCRIPTION OF THE LOTS

Lot 15, Block A; Lot 18, Block E; Lot 49, Block F; Lots 10, 11, 13, 15 and 23, Block G; Lots 7 and 11, Block J; MIRA LAGOS No. B, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 9309, Plat Records, Tarrant County, Texas together with Correction of Plat recorded under Clerk's File No. 04-397568, Tarrant County, Texas.

EXHIBIT B
TO
SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Any covenant, condition or restriction contained in the Covenants, Conditions and Restrictions for Mira Lagos ("CCR's") recorded in Volume 16091, Page 21; Dedicatory Instruments Certificate Mira Lagos Homeowners Association, Inc. recorded as Document No. D204073739; Declaration of Annexation to CCR's recorded as Document No. D204131697; and Second Declaration of Annexation and Amendment to CCR's recorded as Document No. D204210300, Deed Records of Tarrant County, Texas, and Cabinet A, Slide 9309 and 9310, Map Records, Tarrant County, Texas, as affected by the Certificate of Correction filed under Clerk's File No. 04-397568, Tarrant County, Texas.
2. Easement granted by C.A. Back and Lula B. Back to Texas Electric Service Company, filed 04/29/1941, recorded in Volume 1460, Page 80, Deed of Records of Tarrant County, Texas, and as shown on survey of Jones & Boyd, Inc., certified to by Dan Ramsey, R.P.L.S. #4172, dated 05/28/2003.
3. Easement granted by C.A. Back and Lula B. Back to Texas Power & Light Company, filed 07/30/1953, recorded in Volume 2595, Page 554, Deed of Records of Tarrant County, Texas, and as shown on survey of Jones & Boyd, Inc., certified to by Dan B. Ramsey, R.P.L.S. #4172, dated 05/28/2003.
4. Development Agreement dated 10/18/2002, among Mira Lagos Development Limited Partnership, Peninsula Investment Limited Partnership, Pulte Homes of Texas, L.P., RH of Texas Limited Partnership and Texas Capital Bank, National Association, as evidenced by a Memorandum filed 10/29/2002, recorded in Volume 16091, Page 22, Deed Records, Tarrant County, Texas.
5. Any and all easements, building lines, and conditions, covenants, and restrictions as set forth in plat recorded under Cabinet A, Slide 9309 and 9310 (and as affected by certificate of correction recorded under Clerks File No. 04-397568), of the map records of Tarrant County, Texas.
6. Mineral Deed subject to a surface waiver recorded in Volume 16911, Page 133, of the Deed records, of Tarrant County, Texas.
7. Terms, Conditions and Stipulations in the Subordination Agreement recorded on July 21, 2003, in Volume 16955, Page 310, Deed Records, Tarrant County, Texas.
8. Terms, Conditions and Stipulations in the Subordination Agreement recorded on July 21, 2003, Volume 16956, Page 1, Deed Records, Tarrant County, Texas.

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

TARRANT COUNTY, TEXAS
FILED
11:25
S. J. ... PERSON
CLERK
BY _____

SPECIAL WARRANTY DEED

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

That MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership (the "Grantor") acting herein by and through its duly authorized representative for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid and caused to be paid in the manner hereinafter stated by MIRA LAGOS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation (the "Grantee") the receipt of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, whose address is 5950 Berkshire Lane, Suite 850, Dallas, Texas 75225 the property (the "Property") described on Exhibit A, attached hereto and hereby made a part hereof, together with (i) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to the Property and the improvements to the Property, if any, (ii) all rights, titles, powers, privileges, licenses, easements, rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way or sidewalks, open or proposed, in front of, above, over, under, through or adjoining the Property and in and to any strips or gores

of real estate adjoining the Property, and (iii) all rights, titles, powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing.

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

Grantee does hereby assume and agree to perform any and all of Grantor's obligations under that certain Deed Restriction – Mitigation dated June 2, 2005, executed by Grantor and recorded in the Tarrant County Clerk's records June 9, 2005, under Instrument #D205163790, including, without limitation, maintenance and short/long term management of the Property in accordance with Section IV of the Mitigation Plan, and Grantee shall indemnify, defend and hold Grantor and its partners and their respective direct and indirect partners, officers, directors, employees and agents harmless from and against any and all liabilities, claims, obligations, damages, losses, costs or expenses incurred by or asserted against any such indemnified person arising out of the performance, or failure to perform, such obligations.

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IN TESTIMONY WHEREOF, this instrument is executed this 29th day of August, 2005.

MIRA LAGOS DEVELOPMENT
LIMITED PARTNERSHIP, a
Texas limited partnership

By: Hanover Services Group, Inc.
a Texas corporation

By: Walter Damon
Name: WALTER DAMON
Title: PRESIDENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me this 29th day of August, 2005, by Walter Damon, President, of Hanover Services Group, Inc., a Texas corporation, acting in its capacity as general partner of Mira Lagos Development Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.



Mary McDonald
Notary Public in and for
the State of Texas
Printed Name: MARY MCDONALD
My commission expires: _____

Exhibit A - Property Description
Exhibit B - Permitted Encumbrances

SIGNATURE PAGE TO SPECIAL WARRANTY DEED

EXHIBIT A

PROPERTY DESCRIPTION

BEING a tract of land in the City of Grand Prairie, Tarrant County, Texas, a part of the C.M. Adams Survey, Abstract No. 38 and the S.C. Neill Survey, Abstract No. 1159 and being a part of that 60.500 acre tract of land conveyed to RH of Texas Limited Partnership as recorded in Volume 16091, Page 27, Tarrant County Deed Records, Texas and being further described as follows:

COMMENCING at a one-half inch iron rod found for the most easterly northeast corner of said 60.500 acre tract of land, said point being in the southeast line of a 470.149 acre tract of land conveyed to Mira Lagos Development Limited Partnership as recorded in Volume 16091, Page 16, Tarrant County Deed Records, Texas, and said point being the west corner of a 13.400 acre tract of land conveyed to Aziz K. Budri, et ux as recorded in Volume 11710, Page 1138, Tarrant County Deed Records, Texas;

THENCE South 00 degrees 36 minutes 52 seconds East, 593.80 feet to a point for corner;

THENCE South 89 degrees 23 minutes 08 seconds West, 25.00 feet to the POINT OF BEGINNING of this easement;

THENCE South 00 degrees 36 minutes 52 seconds East, 1423.14 feet to a point for corner, said point being in the south line of said 60.500 acre tract of land and being in the northwest line of a 5.86 acre tract of land conveyed to Laurence T. Hamrick, as recorded in Volume 12412, Page 1031, Tarrant County Deed Records, Texas;

THENCE North 89 degrees 39 minutes 08 seconds West, 634.44 feet along the southwest line of said 60.500 acre tract and along the northwest line of said 5.86 acre tract of land to a one-half inch iron rod found for the west corner of said 5.86 acre tract of land, said point being in the northeast line of Day Miar Road (a variable width right-of-way);

THENCE along the southwest line of said 60.500 acre tract of land and along the northeast line of Day Miar Road as follows:

North 89 degrees 47 minutes 32 seconds West, 138.65 feet to a one-half inch iron rod found for corner;

North 48 degrees 57 minutes 16 seconds West, 153.28 feet to a point for corner;

THENCE South 89 degrees 40 minutes 36 seconds East, 679.00 feet to a point for corner;

THENCE North 63 degrees 07 minutes 10 seconds East, 104.37 feet to a point for corner;

THENCE North 00 degrees 36 minutes 52 seconds West, 1273.54 feet to a point for corner;

THENCE North 89 degrees 23 minutes 08 seconds East, 115.00 feet to the POINT OF BEGINNING and containing 237,209 square feet or 5.446 acres of land.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Standby fees, taxes and assessments by any taxing authority for the year 2005 and subsequent years which are not yet due and payable.
2. Terms, provisions, conditions, easements, obligations, assessments and liens contained in Restrictive covenants recorded in Volume 11678, Page 1740, Deed Records of Tarrant County, Texas.
3. Easement granted by Mrs. C. Trees to Texas Electric Service Company, filed 07/31/1945, recorded in Volume 1722, Page 273, Deed Records of Tarrant County, Texas.
4. Easement granted by Joseph E. Trees to Tarrant County, filed 10/14/1947, recorded in Volume 1946, Page 412, Deed Records of Tarrant County, Texas.
5. Easement granted by Joseph E. Trees to Tarrant County, filed 10/14/1947, recorded in Volume 1946, Page 408, Deed Records of Tarrant County, Texas.
6. Easement granted by W. E. Dixon and wife, Daisy Dixon to Texas Power & Light Company, filed 07/02/1953, recorded in Volume 2585, Page 483, Deed Records of Tarrant County, Texas.
7. Easement granted by Joseph E. Trees to Texas Power & Light Company, filed 07/18/1953, recorded in Volume 2592, Page 36, Deed Records of Tarrant County, Texas.
8. Easement granted by N. D. Hopkins et al to Southwestern Bell Telephone Company, filed 03/22/1972, recorded in Volume 5211, Page 645, Deed Records of Tarrant County, Texas.
9. Easement granted by RH of Texas Limited Partnership to the City of Grand Prairie, filed 09/15/2003, recorded in Volume 17190, Page 316, Deed Records of Tarrant County, Texas.
10. Easement granted by RH of Texas Limited Partnership to the City of Grand Prairie, filed 09/15/2003, recorded in Volume 17190, Page 318, Deed Records of Tarrant County, Texas.
11. Mineral estate and interest, and all rights incident thereto, described in instrument filed 07/10/2003, recorded in Volume 16911, Page 133, Deed Records of Tarrant County, Texas.

12. Terms, provisions, conditions, easements, obligations, assessments and liens contained in Declaration of Covenants, Conditions and Restrictions for Mira Lagos, filed 10/29/2002, recorded in Volume 16091, Page 0021, Deed Records of Tarrant County, Texas, as the same has been or may hereafter be amended or supplemented from time to time.
13. Terms, provisions, and conditions contained in Development Agreement by and among Mira Lagos Development Limited Partnership, Peninsula Investment Limited Partnership, Pulte Homes of Texas, L.P., RH of Texas Limited Partnership and Texas Capital Bank, National Association, as evidenced by Memorandum of Development Agreement, filed 10/29/2002, recorded in Volume 16091, Page 0022, Deed Records of Tarrant County, Texas, as the same has been or may hereafter be amended or supplemented from time to time.
14. Terms, provisions, and conditions contained in Marketing Agreement by and among Mira Lagos Development Limited Partnership, Peninsula Investment Limited Partnership, Pulte Homes of Texas, L.P., and RH of Texas Limited Partnership, as evidenced by Memorandum of Marketing Agreement, filed 10/29/2002, recorded in Volume 16091, Page 0024, Deed Records of Tarrant County, Texas, as the same has been or may hereafter be amended or supplemented from time to time.
15. Terms, provisions, and conditions contained in Amenity Center Development Agreement by and among Mira Lagos Development Limited Partnership, Peninsula Investment Limited Partnership, Pulte Homes of Texas, L.P., RH of Texas Limited Partnership and Texas Capital Bank, National Association, as evidenced by Memorandum of Amenity Center Development Agreement, filed 10/29/2002, recorded in Volume 16091, Page 0025, Deed Records of Tarrant County, Texas, as the same has been or may hereafter be amended or supplemented from time to time.
16. Terms, provisions, and conditions of Agreement by and between Mira Lagos Development Limited Partnership and RH of Texas Limited Partnership, as evidenced by Memorandum of Agreement, filed 10/29/2002, recorded in Volume 16091, Page 0028, Deed Records of Tarrant County, Texas.
17. Terms, provisions, and conditions contained in Deed Restriction – Mitigation dated June 2, 2005, recorded under Instrument #D205163790, Deed Records of Tarrant County, Texas.
18. Any and all other matters of record which affect the Property.

WALTER DAMON
5950 BERKSHIRE LANE

DALLAS TX 75225

Submitter: WALTER DAMON



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

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

Filed For Registration: 09/01/2005 11:25 AM
Instrument #: D205260396
WD 9 PGS \$44.00

By: _____



D205260396

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.

MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.

2711 N. Haskell, Ste. 2650 / Dallas, Texas 75204
214-871-9700 / 214-871-0335 (fax)

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

WHEREAS, the ACC desires to further illustrate the criteria for storage buildings as found in **Article IV: Use Restrictions, Sub-section 4.23: Exterior Storage**, of the Declaration,

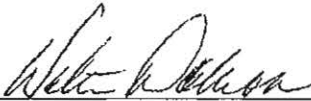
THEN, the ACC hereby promulgates:

ARCHITECTURAL DESIGN GUIDELINE
BULLETIN #1:
STORAGE BUILDINGS

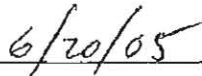
Section 4.23 states:... "Any storage building shall be built of substantially the same material and design of the house situated on the Lots and must be approved by the ACC." The following criteria will be used by the ACC in consideration of any such storage buildings to be placed on Lots:

- No building will exceed 80 square feet (e.g. 8 x 10)
- The building must be placed on concrete slab foundation
- No building will exceed 8 feet in height at the ridge line of the roof
- Roof pitch will be similar to that of the house
- Must be constructed of brick matching the house and/or cement fiber board (hardplank)
- All paintable surfaces must be painted to match the trim color of the house or other colors as approved by the ACC
- Shingles must match that of the house
- Screening may be required based on visibility
- Placement of storage buildings are subject to ACC approval
- **PLANS FOR ALL STORAGE BUILDINGS MUST BE SUBMITTED TO, AND APPROVED BY THE ACC PRIOR TO COMMENCEMENT OF CONSTRUCTION**

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



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



Date

06/07/05

MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.

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

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

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

WHEREAS, the ACC desires to further illustrate the criteria for fencing as found in **Section 4.15** of the Declaration,

THEN, the ACC hereby promulgates

ARCHITECTURAL DESIGN GUIDELINE #2/FENCE STAIN

Section 4.15 Walls, Fences and Hedges state: ... No wood fence may be stained to alter the fence from a natural wood color. The following criteria will be used by the ACC in consideration of any such stain used by residents to stain any fence bordering their property:


Wood Defender Semi-Transparent Stain by Standard Paints, Inc. Color -Rustic Oak #808404

**Purchase Sources: Standard Paints, Inc
940 S. 6th Avenue
Mansfield TX
817-477-5060**

**Or through: Master Halco (multiple Metroplex store locations)
Jamieson Fence Supply (multiple Metroplex store locations)**

Application Note: Apply stain unaltered, i.e. do not thin to achieve best appearance and longest lasting results.

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



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

Date 6/7/05

WHEREAS, ML East Developer is the owner of approximately 97.724 acres of land shown as Residential A Tract, Residential B Tract and SF-T Tract on the Preliminary Plat attached hereto as Attachment B, all of said tracts being more particularly described on Attachment C attached hereto and made a part hereof (collectively, the "ML East Property");

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

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

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

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

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

The Declaration shall be further amended as follows:

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

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

2. Definition of Decorative Metal Fence Specifications. The Decorative Metal Fence Specifications attached to this Declaration of Annexation as Exhibit 13 (Decorative Steel Fence) of the Interior Screening and Fence Standards Plan shall supersede and replace in its entirety the Decorative Metal Fence Specifications attached to the Declaration as Exhibit D.

Second Declaration of Annexation and Amendment to
Declaration of Covenants, Conditions, and Restrictions for Mira Lagos
Page 2

3. Definition of Designated Fence Specifications. The Designated Fence Specifications attached to this Declaration of Annexation as Exhibit 12 (Decorative Wood Fence) and Exhibit 14 (Econo Wood Fence) of the Interior Screening and Fence Standards Plan shall supersede and replace and in its entirety the Designated Fence Specifications attached to the Declaration as Exhibit B.

4. Definition of Interior Screening and Fence Standards Plan. Article I of the Declaration is hereby amended to add a definition of the term "Interior Screening and Fence Standards Plan" to read as follows:

"Interior Screening and Fence Standards Plan shall mean the Interior Screening and Fence Standards Plan attached hereto as Attachment E and made a part hereof."

5. Definition of Mira Lagos East Ordinance. Article I of the Declaration is hereby amended to add a definition of the term "Mira Lagos East Ordinance" to read as follows:

"Mira Lagos East Ordinance shall mean Ordinance Nos. 6956 and 6993, adopted by the City Council of the City on February 17, 2004, a copy of which is attached to this Declaration of Annexation as Attachment D and made a part hereof."

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

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

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

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

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

"Ordinance shall mean either the Original Mira Lagos Ordinance as applicable to the Original Mira Lagos Property or the Mira

Lagos East Ordinance as applicable to the ML East Property, as the case may be."

9. Definition of Original Mira Lagos Ordinance. Article I of the Declaration is hereby amended to add a definition of the term "Original Mira Lagos Ordinance" to read as follows:

"Original Mira Lagos Ordinance shall mean Ordinance No. 6657, adopted by the City Council of the City on July 2, 2002, a copy of which is attached to the Declaration as Exhibit E and made a part hereof."

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

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

11. Definition of Property. Article I of the Declaration is hereby amended to add a definition of the term "Property" to read as follows (which definition shall supersede and replace the definition of the term "Property" in the Declaration):

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

12. Definition of Townhouse Lot. Article I of the Declaration is hereby amended to add a definition of the term "Townhouse Lot" to read as follows:

"Townhouse Lot shall mean any Lot situated on the SF-T Tract of the ML East Property, being more particularly described on Attachment B to this Declaration of Annexation."

13. Residential Use. The second (2nd) sentence of Section 4.1 is hereby amended and restated in its entirety to read as follows:

"No building shall be erected, altered, placed or permitted to remain on any Lot (other than a Townhouse Lot) other than one detached single-family residence not exceeding two stories in height with a private garage as provided below. Each Townhouse Lot may be improved with a townhouse conforming to all relevant requirements of the Mira Lagos East Ordinance and of the Single Family Townhouse (SF-T) District as established in the Unified Development Code of the City, except as otherwise provided in any applicable provision of the Mira Lagos East Ordinance and otherwise in accordance with this Declaration."

14. Walls, Fences and Hedges. The ninth (9th) and tenth (10th) sentences of Section 4.15 are hereby amended and restated in their entirety to read as follows:

"The Owner of each Designated Fence Lot shall construct and maintain a Builder Decorative Wood Fence or a Builder Econo Wood Fence, as applicable, in accordance with the Designated Fence Specifications at the locations shown in the Interior Screening and Fence Standards Plan. The Owner of each Open Space Lot shall construct and maintain a four foot (4') decorative metal fence in accordance with the Decorative Metal Fence Specifications."

15. Other. The last paragraph of Section 4.25 is hereby amended and restated in its entirety to read as follows:

"AFTER DECLARANT OR ANOTHER DEVELOPER HAS GRADED THE LOT, THE GENERAL GRADING, SLOPE AND DRAINAGE PLAN OF A LOT MAY NOT BE ALTERED (INCLUDING ALTERATION RESULTING FROM INSTALLATION OF RAISED SHRUB BEDS, SWIMMING POOLS OR SIMILAR IMPROVEMENTS) WITHOUT (i) THE PRIOR WRITTEN APPROVAL OF THE ACC AND (ii) THE PRIOR WRITTEN APPROVAL OF THE CITY AND OTHER APPROPRIATE AGENCIES HAVING AUTHORITY TO GRANT SUCH APPROVAL."

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

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

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

**REMAINDER OF THIS PAGE
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EXECUTED as of June 10, 2004.

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: PRESIDENT

INVESTOR:

PENINSULA INVESTMENT LIMITED
PARTNERSHIP, a Texas limited partnership

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

By: Walter Damon
Name: WALTER DAMON
Title: PRESIDENT

ML EAST DEVELOPER:

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

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

By: Walter Damon
Name: WALTER DAMON
Title: V. PRESIDENT

OTHER OWNERS:

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

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

By: Walter Damon
Name: WALTER DAMON
Title: PRESIDENT

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

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

By: Walter Damon
Name: WALTER DAMON
Title: PRESIDENT

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

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

By: Walter Damon
Name: WALTER DAMON
Title: PRESIDENT

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

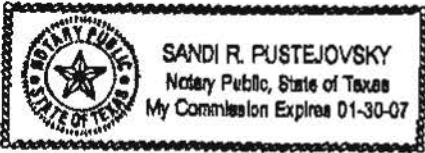
By: Hanover Services Group, Inc., a
Texas corporation
Its general partner

By: Walter Damon
Name: WALTER DAMON
Title: PRESIDENT

STATE OF TEXAS §

COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this 16th day of June, 2004, by Walter Daman, President of Hanover Services Group, Inc., a Texas corporation, in its capacity as general partner of MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said corporation and limited partnership.

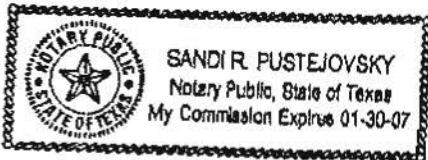


Sandi R. Pustejovsky
Notary Public
My Commission Expires _____

STATE OF TEXAS §

COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this 16th day of June, 2004, by Walter Daman, President of Hanover Services Group, Inc., a Texas corporation, in its capacity as general partner of PENINSULA INVESTMENT LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said corporation and limited partnership.

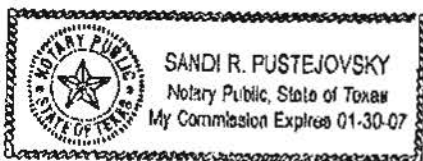


Sandi R. Pustejovsky
Notary Public
My Commission Expires _____

STATE OF TEXAS §

COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this 16th day of June, 2004, by Walter Daman, V. President of Hanover Development Company, a Texas corporation, in its capacity as general partner of MIRA LAGOS EAST PARTNERS, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.



Sandi R. Pustejovsky
Notary Public
My Commission Expires _____

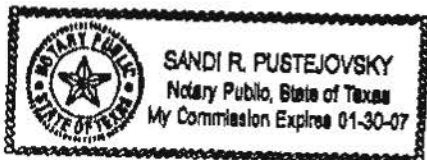
Second Declaration of Annexation and Amendment to
Declaration of Covenants, Conditions, and Restrictions for Mira Lagos
Signature Page 3

STATE OF TEXAS

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COUNTY OF DALLAS

The foregoing instrument was acknowledged before me on this 16th day of June, 2004, by Walter Daman, President of Hanover Services Group, Inc., a Texas corporation, in its capacity as general partner of LaENSENADA PARTNERS NO. 1, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.



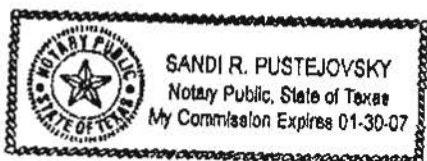
Sandi R. Pustejovsky
Notary Public
My Commission Expires _____

STATE OF TEXAS

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§
§

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me on this 16th day of June, 2004, by Walter Daman, President of Hanover Services Group, Inc., a Texas corporation, in its capacity as general partner of MIRA LAGOS SECTION B PARTNERS, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.



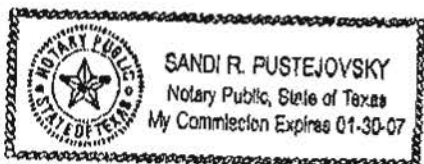
Sandi R. Pustejovsky
Notary Public
My Commission Expires _____

STATE OF TEXAS

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§
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COUNTY OF DALLAS

The foregoing instrument was acknowledged before me on this 16th day of June, 2004, by Walter Daman, President of Hanover Services Group, Inc., a Texas corporation, in its capacity as general partner of MIRA LAGOS SECTION E PARTNERS NO. 3, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.



Sandi R. Pustejovsky
Notary Public
My Commission Expires _____

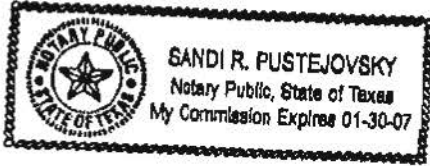
Second Declaration of Annexation and Amendment to
Declaration of Covenants, Conditions, and Restrictions for Mira Lagos
Signature Page 4

STATE OF TEXAS

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§
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COUNTY OF DALLAS

The foregoing instrument was acknowledged before me on this 16th day of June, 2004, by Walter Daman, President of Hanover Services Group, Inc., a Texas corporation, in its capacity as general partner of MIRA LAGOS SECTION G PARTNERS, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.



Sandi R. Pustejovsky
Notary Public
My Commission Expires _____

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

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

Dated 6/23, 2004.

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION

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

STATE OF TEXAS §
COUNTY OF Texas Dallas §

This instrument was acknowledged before me this 23rd day of June, 2004, by Brett Walker, Vice President of Texas Capital Bank, National Association, a Texas state banking association, on behalf of said association.



Lela A. Naggar
Notary Public for the State of Texas

Second Declaration of Annexation and Amendment to
Declaration of Covenants, Conditions, and Restrictions for Mira Lagos
Joinder by Lienholder (Texas Capital Bank, National Association)

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

The undersigned, Bank of the Ozarks, an Arkansas bank holding company ("Lender"), the beneficiary under that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Deed of Trust") dated as of January 21, 2004 from Mira Lagos East Partners, Ltd. to Donald H. Snell, Trustee, recorded under Document No. D204025506, of the Deed of Trust Records of Tarrant County, Texas and recorded under Document No. _____, of the Deed of Trust Records of Dallas County, Texas, covering and affecting the Property, hereby joins in the execution of this Second Declaration of Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions ("Declaration of Annexation") for the purpose of evidencing Lender's consent to this Declaration of Annexation.

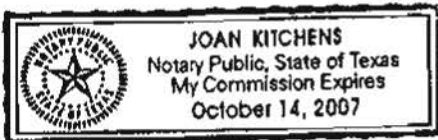
Dated June 24, 2004.

BANK OF THE OZARKS

By: [Signature]
Name: DAN THOMAS
Title: EXECUTIVE VICE PRESIDENT

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me this 24 day of June, 2004, by Dan Thomas, EVP of Bank of the Ozarks, an Arkansas bank holding company, on behalf of said bank.



[Signature]
Notary Public for the State of Texas

Second Declaration of Annexation and Amendment to
Declaration of Covenants, Conditions, and Restrictions for Mira Lagos
Joiner by Lienholder (Bank of the Ozarks)



"Sandl Pustejovsky"
<sandlp@hanoverprop
erty.com>

To: "Richard Shook" <srs4180@regionsbank.com>
cc:
Subject: from Walter Damon

06/22/2004 05:11 PM

**JOINDER BY LIENHOLDER
(Regions Bank)**

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

Dated June 22, 2004.

REGIONS BANK

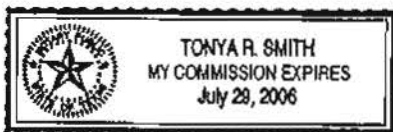
By: [Signature]
Name: S. Richard Shook
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me this 22nd day of June, 2004, by S. Richard Shook, Vice President of Regions Bank, on behalf of said bank.

[Signature]

Notary Public for the State of Texas



Second Declaration of Annexation and Amendment to
Declaration of Covenants, Conditions, and Restrictions for Mira Lagos
Joinder by Lienholder (Regions Bank)

**JOINDER BY LIENHOLDER
(Comerica Bank)**

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

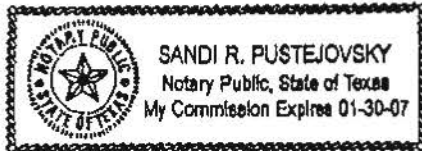
Dated June 16, 2004.

COMERICA BANK

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

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me this 16th day of June, 2004, by Ronald K. Tomlin, Vice President of Comerica Bank, on behalf of said bank.



Sandi R. Pustejovsky
Notary Public for the State of Texas

Second Declaration of Annexation and Amendment to
Declaration of Covenants, Conditions, and Restrictions for Mira Lagos
Joinder by Lienholder (Comerica Bank)

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

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

Dated June 23, 2004.

BANK OF TEXAS, N.A.

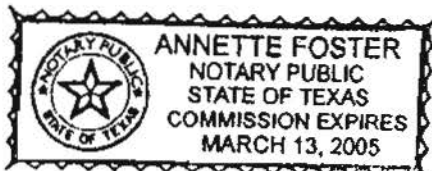
By: *Kimberly W. Kittle*
Name: Kimberly W. Kittle
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me this 23rd day of June, 2004, by Kimberly W. Kittle, Vice President of Bank of Texas, N.A., on behalf of said bank.

Annette Foster

Notary Public for the State of Texas



Second Declaration of Annexation and Amendment to
Declaration of Covenants, Conditions, and Restrictions for Mira Lagos
Joinder by Lienholder (Bank of Texas)

Schedule of Attachments:

- Attachment A - Legal Description of Original Mira Lagos Property
- Attachment B - Preliminary Plat of Mira Lagos East
- Attachment C - Legal Description of ML East Property
- Attachment D - Mira Lagos East Ordinance
- Attachment E - Interior Screening and Fence Standards Plan
- Exhibit 1 - Reserved
- Exhibit 2 - Typical Fencing: Standard Lot and Block Configuration
- Exhibit 3 - Typical Fencing: Side Yard to Front Yard Connection
- Exhibit 4 - Typical Fencing: Unusual Lotting Configuration/Connections
- Exhibit 5 - Typical Fencing: Open Space Lot
- Exhibit 6 - Parcels "A", "B", and "C" Interior Screening Plan
- Exhibit 7 - Parcels "C" and "D" Interior Screening Plan
- Exhibit 8 - Parcels "C" and "E" Interior Screening Plan
- Exhibit 9 - Parcel "F" Interior Screening Plan
- Exhibit 10 - Parcel "G" Interior Screening Plan
- Exhibit 11 - Parcel "H" Interior Screening Plan
- Exhibit 12 - Decorative Wood Fence
- Exhibit 13 - Decorative Steel Fence
- Exhibit 14 - Econo Wood Fence
- Exhibit 15 - Wood Fence Transition at Wood Fence and Steel Fence
- Exhibit 16 - Mira Lagos East: Interior Screening Plan

Attachment A

LEGAL DESCRIPTION OF ORIGINAL MIRA LAGOS PROPERTY

DECLARANT'S PROPERTY

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

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

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

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

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

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

Second Declaration of Annexation and Amendment to
Declaration of Covenants, Conditions, and Restrictions for Mira Lagos
Attachment A - Legal Description of Original Mira Lagos Property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE South 30 degrees 19 minutes 45 seconds East, 3054.10 feet along the centerline of Arlington Webb Britton Road to a P.K. nail set at the east corner of said Harvey Children Trust tract of land, said point being the north corner of a tract of land conveyed to Patricio Medrano, Jr. as recorded in Volume 7364, Page 374, Tarrant County Deed Records;

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

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

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

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

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

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

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

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

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

THENCE Southeasterly, 803.35 feet along a curve to the right having a central angle of 46 degrees 15 minutes 35 seconds, a radius of 995.00 feet, a tangent of 425.02 feet, and whose chord bears South 23 degrees 35 minutes 18 seconds East, 781.71 feet to a one-half inch iron rod set for corner said point being in the center line of Seeton Road;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INVESTOR'S PROPERTY

LEGAL DESCRIPTION – TRACT 1

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

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

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

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

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

South 22 degrees 01 minutes 51 seconds East, 598.55 feet to a concrete monument found for corner;
South 61 degrees 41 minutes 33 seconds East, 435.20 feet to a concrete monument found for corner;
South 25 degrees 02 minutes 44 seconds East, 530.49 feet to a concrete monument found for corner;
North 72 degrees 00 minutes 39 seconds East, 199.96 feet to a concrete monument found for corner;
North 48 degrees 18 minutes 52 seconds East, 483.34 feet to a concrete monument found for corner;
South 59 degrees 38 minutes 58 seconds East, 331.40 feet to a concrete monument found for corner;
South 39 degrees 44 minutes 04 seconds West, 690.84 feet to a concrete monument found for corner;
South 86 degrees 45 minutes 16 seconds West, 524.57 feet to a concrete monument found for corner;

Second Declaration of Annexation and Amendment to
Declaration of Covenants, Conditions, and Restrictions for Mira Lagos
Attachment A - Legal Description of Original Mira Lagos Property
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South 45 degrees 44 minutes 08 seconds West, 838.19 feet to a concrete monument found for corner;
North 84 degrees 59 minutes 41 seconds West, 316.88 feet to a concrete monument found for corner;
North 56 degrees 55 minutes 06 seconds West, 555.50 feet to a P.K. nail set in the center of Seeton Road;

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

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

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

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

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

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

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

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

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

LEGAL DESCRIPTION - TRACT 2

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

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

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

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

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

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

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

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

LEGAL DESCRIPTION – TRACT 3

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

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

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

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

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

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

PLUS THE FOLLOWING AS PART OF INVESTOR'S PROPERTY:

BEING all that tract of land in the City of Grand Prairie, Tarrant County, Texas, a part of the B.B.B. & C.R.R. Survey, Abstract No. 199 and being a part of that tract of land conveyed to William Baynard Calhoun and Betty Jean Calhoun, Trustees of the William Baynard Calhoun and Betty Jean Calhoun Revocable Living Trust as recorded in Volume 13739, Page 552, Tarrant County Deed Records, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod found for the north corner of said Calhoun tract of land, said point being the east corner of a tract of land described as Tract 3 conveyed to Peninsula Investment Limited Partnership as recorded in Volume 16091, Page 17, Tarrant County Deed Records, Texas, and Volume 2002211, Page 3305, Dallas County Deed Records, Texas, said point being in the southwest line of a tract of land conveyed to the United States of America as recorded in Volume 7497, Page 95, Tarrant County Deed Records, Texas, and Volume 83071, Page 5038, Dallas County Deed Records, Texas;

THENCE South 59 degrees 35 minutes 18 seconds West, 672.35 feet along the northwest line of said Calhoun tract of land and along the southeast line of said Tract 3 to a one-half inch iron rod set for the POINT OF BEGINNING of this tract of land;

THENCE South 29 degrees 17 minutes 51 seconds East, 383.22 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 04 minutes 23 seconds West, 30.37 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 228.17 feet along a curve to the right having a central angle of 07 degrees 06 minutes 18 seconds, a radius of 1840.00 feet, a tangent of 114.23 feet, and whose chord bears South 82 degrees 38 minutes 42 seconds West, 228.03 feet to a one-half inch iron rod set for corner;

THENCE South 86 degrees 11 minutes 51 seconds West, 714.47 feet to a one-half inch iron rod set for corner, said point being in the northwest line of said Calhoun tract of land, and said point being in the southeast line of said Tract 3;

THENCE North 59 degrees 35 minutes 18 seconds East, 871.46 feet along the northwest line of said Calhoun tract of land and along the southeast line of said Tract 3 to the POINT OF BEGINNING and containing 186,791 square feet or 4.288 acres of land.

SAVE AND EXCEPT THE FOLLOWING:

BEING all that tract of land in the City of Grand Prairie, Dallas County and Tarrant County, Texas, a part of the B.B.B. & C.R.R. Survey, Abstract No. 199 (Tarrant County), Abstract No. 1700 (Dallas County) and being a part of that tract of land described as Tract 3 conveyed to Peninsula Investment Limited Partnership as recorded in Volume 16091, Page 17, Tarrant