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DECLARATION OF COVENANTS AND RESTRICTIONS
St. Emilion, Southlake, TexasSTATE OF TEXAS
COUNTY OF TARRANT

These Covenants made as of the 29 day of August, 2007, by St. Emilion Partners, L.P., a Texas limited partnership, (the "Declarant"), with respect to the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes the "Land".

WITNESSETH:

Whereas, Developer desires to establish certain covenants, easements and restrictions for La Mirada for the mutual benefit and protection of the Owners; and Whereas, because of the benefits expected to accrue, Developer desires to obligate Declarant as "Declarant" to implement said Covenants, easements and restrictions, and Declarant is willing to act as Declarant on the terms and conditions herein set forth.

Now therefore, Declarant does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, liens, restrictions, reservations, uses, limitations and obligations shall run with the Land, and shall be a burden and benefit to the Developer, the Owners and their heirs, legal representatives, successors and assigns and hereby adopts this Declaration of Covenants and Restrictions, as Follows:

ARTICLE I

DEFINITIONS

Section 1.01 As used in these Covenants, the following terms shall have the meaning set forth below:

(a) "Addition" shall mean La Mirada, additions to the Town of Southlake, Tarrant County, Texas, according to the Plat filed in Cabinet A Slide 12117 and any amended plats thereof to be recorded in the Plat Records of Tarrant County, Texas, as the same may be amended from time to time and any other phase or addition made subject to this Declaration.

(b) "Association" shall mean La Mirada HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit corporation, to be created for the purposes and possessing the rights, powers and authority set forth herein and in the Charter.

(c) "Architectural Control Committee" or "ACC" shall mean a committee of two or more members initially appointed by the Declarant as further defined in Article VII. Declaration of Covenants and Restrictions of La Mirada.

(d) "Board of Directors" shall mean the Board of Directors of the Association named in the Charter and their successors as duly elected and qualified from time to time.

- (e) "Building(s)" shall mean any vertical structure located on the Land.
- (f) "Bylaws" shall mean the Bylaws of the Association initially adopted by the Board of Directors, as duly amended from time to time.
- (g) "Charter" shall mean the Articles of Incorporation of the Association filed with the Secretary of State of Texas, as duly amended from time to time.
- (h) "Common Area" shall refer to Lot 8 & Lot 9 as shown on the Plat.
- (i) "Town" shall mean the Town of Southlake, Texas, or its assignees.
- (j) "County" shall mean the County of Tarrant in the State of Texas.
- (k) "Common Area" or "Common Properties" shall mean those areas, if any, within or upon the Land, or any Lot so designated by Developer, the maintenance, repair or replacement of which is or becomes the responsibility of the Association, together with those areas if any, which by contract with or ordinance of the local governmental authority is or becomes the responsibility of the Association, including without limitation, any areas designated as "Common Areas", Pedestrian Access Easements (PAE), Emergency Access Easements (EAE), Landscape Easements (LE or Landscape Easements as shown on the Plat may include fencing, walls, or other structures installed by developer as well as sprinkler system(s) and plantings), and Streets on the La Mirada Plat, or on any other plats or re-plats associated with any other tract or land made subject to this Declaration pursuant to Section 2.03. In certain circumstances, Common Properties may not be owned by the Developer or the Association in fee, but may in some instances be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Developer or the Association but which are maintained by the Association or the Developer for the use and benefit of the Members and the Properties. Declarant shall at all times have and retain the right but without obligation whatsoever to affect minor redesigns or reconfigurations of the Common Area and to execute any open space declarations applicable to the Common Area which may be permitted in order to reduce property taxes, and to take whatever steps as may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes.
- (l) "Common Expenses" shall mean all costs and expenses payable by the Association pursuant to the provisions of these Covenants, the Bylaws or a resolution duly adopted by the Board of Directors or the Owners.
- (m) "Covenants" shall mean the covenants, conditions, easements, charges, servitudes, liens, reservations and assessments set forth herein.
- (n) "Deed" shall mean a deed or other instruments conveying the fee simple title to a Lot.

(o) "Declarant" is and shall mean St. Emilion Partners, L.P., a Texas Limited Partnership, and any party to whom it shall expressly assign in writing its rights, powers, privileges or prerogatives hereunder.

(p) "Developer" is and shall mean St. Emilion Partners, L.P. a Texas Limited Partnership, and any party to whom it shall expressly assign in writing its rights, powers, privileges or prerogatives hereunder.

(q) "First Lien Indebtedness" shall mean any indebtedness incurred for the acquisition of a Lot/Residence or construction of a Residence on a Lot which, by its terms is secured by a first and prior lien or encumbrance upon a Lot, and any refinancing of any such indebtedness.

(r) "First Mortgagee" shall mean any bank, insurance company, savings and loan association, mortgage company, agency or instrumentality of the United States Government or other institutional holder of First Lien Indebtedness.

(s) "Home Builder" or "Builder" shall mean any builder building a Residence upon a Lot in the normal course of the builder's business for profit.

(t) "Land" shall mean that certain tract of land located in Tarrant County, Texas, and more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all and singular the rights and appurtenances pertaining thereto, and any other tract or land made subject to this Declaration as a result of the recording of any Supplemental Declaration pursuant to Section 2.03 below.

(u) "Lot" or "Lots" shall mean, individually or collectively, those Lots and all rights and appurtenances thereto upon which a Residence exists or is to be constructed and which may be added or changed on the final plat to be filed with the Town of Southlake, all of La Mirada, future additions according to the Plats thereof recorded per Section 1.01(a) and any other tract, land, or other such Lots made subject to this Declaration or "Future Phase(s), or any other tract, land or other such Lots made subject to Covenants with which are made Supplemental to these Covenants."

(v) "Owner" shall mean and refer to the person or persons, entity or entities, who own of record fee simple title to a Lot including any other tract or land made subject to this Declaration or any Supplemental Declaration per Section 2.03 below. Owner is not the Developer for purposes of this Declaration. The foregoing is not intended to include persons or entities holding interest merely as security for the performance of an obligation unless and until it acquires legal title to a Lot.

(w) "Plat" shall mean that certain Plat depicting the Addition, as recorded per Section 1.01.

(x) "Property" shall mean the real Property described above and on Exhibit "A".

(y) "Residence" shall mean a Building which is located wholly on a Lot and which is designed as a single-family dwelling unit.

(z) "Subdivision" shall mean the same as "Addition" in Section 1.01, Item (a).

(aa) "Taxing Authority" shall mean Tarrant County; Town of Southlake; and the Carroll Independent School District. La Mirada is located in Tarrant County. Legal filings for the Land will be filed in Tarrant County.

ARTICLE II

GENERAL PROVISIONS

Section 2.01 As of the date the Covenants are filed of record in the Deed Records of Tarrant County, Texas, the Land shall be subject to the Covenants and said Covenants shall run with the Land, be for the benefit of, and bind all successors, heirs, and assignees of the property owner and burden the Land.

Section 2.02 As of the date the Covenants are filed of record in the Deed Records of Tarrant County, Texas, the Covenants shall be binding upon and for the benefit of each Developer, Declarant and Owner and such Owner's heirs, executors, administrators, trustees, personal representatives, successors and assigns, whether or not so provided or otherwise mentioned in the Deed.

Section 2.03 The Association as contemplated herein shall be the Association created under these Covenants, and the ACC as contemplated herein shall be the ACC created under these Covenants. The terms "Owner", "Lot", "Land", "Property", "Common Area", and other defined terms, as used herein, shall include Owners, Lots, Land, Property, Common Areas and other comparable terms as context requires, as described in these Covenants. The provisions of this Section 2.03 shall govern and control over any other inconsistent or conflicting provision of these Covenants.

ARTICLE III

USE RESTRICTIONS

Section 3.00 CONSTRUCTION PROVISIONS

(a) Plan Approval Required. No Residence or Structure shall be constructed within the Property until the plans therefore have been approved by the ACC as provided herein. (See Article VII)

(b) Establishment of Architectural Control Committee (See Article VII)

(c) Approval Process. (See Article VII)

(1) Submission of Plans. Any party wishing to construct a Residence or any Structure on the Property shall submit two (2) copies of complete plans and specifications thereof to the ACC for its approval prior to commencing construction. Such plans and specifications shall include engineering information, landscaping description, and construction plans showing the location and elevations of the proposed Residence or Structure and the materials to be used in constructing the same, all in sufficient detail to enable the ACC to evaluate the proposed Structure or Residence. The ACC may request additional information, including samples of proposed materials to aid it in its decision process. After receipt of a complete set of plans and specifications, the ACC shall promptly review the same and notify the Person submitting whether it approves the plans or whether it requires changes thereto. Alternately, the ACC may disapprove a set of plans by so noting by Letter delivered to the Person submitting, accompanied by a statement of the reasons for disapproval. No construction shall be commenced on any portion of the Property unless and until the plans for the Residence or Structure in questions have been approved by the ACC. (See Article VII for details)

(2) Time for Review/Approval. 30 days - See Article 7.02

(3) Review Standards. The ACC, in reviewing and approving plans for construction of Structures or Residences, shall use reasonable efforts to promote and ensure a high level of taste, design quality, aesthetic harmony, and conformity throughout the Property, consistent with the standards established by this Declaration.

(4) Guidelines/Building Standards. The Declarant or the ACC may, from time to time, establish specific guidelines and building standards to assist Persons in determining the type of Structures and Residences which may be constructed on the Property. Declarant may amend or modify such guidelines or standards from time to time in its sole discretion. Such guidelines or standards shall supplement this Declaration and be general guides to permitted construction within the Property, but shall not diminish the authority of the ACC to approve plans as otherwise herein provided.

(5) Limitation of Liability. Neither the Declarant, its officers, partners, agents, employees or representatives, nor the Association, Board (including its members), or Developer shall be liable to any person for any official ACC act related to submitted plans. No approval of any plans by the ACC shall be construed to mean that the plans comply with any applicable law, building code, or governmental regulation, it being the responsibility of the Person submitting any plans to assure compliance with all applicable laws. Declarant and members of the ACC shall have no liability for decisions made by them regarding the approval of plans, so long as the decisions are made in good faith and are not discriminatory, arbitrary, or capricious.

Section 3.01 Permitted Uses

(a) Lots Limited to Residential Use. Except as otherwise provided in this

Declaration, Lots shall be used only for single family, private residential purposes and activities reasonably related thereto. The Owners of any Lot shall have the right to lease or rent all, but not less than all, of such Lot with the Residence and appurtenances thereon. Any such lease or tenancy is and shall be subject to all of the provisions of this Declaration.

(b) Sales Offices and Similar Uses. Declarant may maintain one or more offices or trailers on Lots; otherwise, no other trailers are allowed.

Section 3.02 Prohibited Uses and Activities.

(a) No Further Subdivision. No Lot may be subdivided. Lots may be combined for the purpose of constructing a single residence on more than one Lot only upon written approval of the Declarant or the ACC. Without regard to any such permitted subdivision or combination, the Lots involved shall continue to be treated as single individual Lots hereunder for all other purposes, including voting in the Association and assessing and collecting Assessments.

(b) Changes in Grade. Grading shall be in compliance with the Town approved development grading plan and in compliance with all applicable laws.

(c) Disease - No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.

(d) Disrepair - No Building shall be permitted to fall into disrepair and any such Building shall at all times be kept in good condition and repair, adequately painted or otherwise finished.

(e) Exterior Storage - No exterior storage of any items of any kind such as storage buildings, greenhouses and workshops shall be permitted except with prior written approval and authorization of the ACC. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view from neighboring property, pathways and streets. This provision shall apply without limitation, to wood piles, camping trailers, boat trailers, travel trailers, motor homes, boats, mobile homes and un-mounted pickup camper units. None of the foregoing vehicles shall at any time be used as a residence or office on any Lot, temporarily or permanently.

(1) Lot - No Lot shall be maintained or utilized in violation of these Covenants.

(g) Loud Speakers - No radio, stereo, broadcast or loud speaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any Building without prior written approval and authorization of the ACC.

(h)(1) Machinery - No machinery, fixtures or equipment of any type, including without limitation, heating, air conditioning, or refrigeration equipment shall be placed, allowed or maintained upon the ground on any Lot, except with the prior written approval and authorization of the ACC and then only in areas attractively screened or concealed (subject to all required approvals as to architectural control) from the view of neighboring property, pathways and streets; and no such machinery, fixtures, or equipment shall be placed, allowed or maintained anywhere other than on the ground (such as on the roof) except if screened or concealed (subject to all required approvals as to architectural control) in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the Building and does not have the appearance of a separate piece or pieces of machinery, fixtures or equipment.

(h)(2) Air Conditioning and Pool Equipment - As indicated in (h)(1) above the location of the air conditioning equipment and pool equipment must be approved by the ACC. Air conditioning and pool equipment shall be attractively screened or concealed (subject to all required approvals as to architectural control) from the view of neighboring property, pathways and streets.

(i) Common Maintenance - Each Owner of a Lot shall share in the cost of maintenance of entries, walls, fencing, open areas and landscaping that are designated on the Plat.

(j) Mining - No oil exploration, drilling, development or refining operation and no quarrying or mining operations of any kind, including oil wells, service tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

(k) Occupancy. Each Lot shall be improved with a single family Residence. No Person shall occupy any garage or other cabana with a bedroom or other outbuilding at any time.

(l) Outdoor Burning Restrictions. Outdoor burning of trash, leaves, and other items is prohibited. This restriction shall not be construed as prohibiting outdoor cooking on barbecue grills in connection with use of a Residence.

(m) Outside Lighting -No flag poles shall be permitted on any Lot without prior written approval and authorization of the ACC. No tennis court lighting shall be allowed.

(n) Parking and Vehicle Restrictions. All Vehicles shall be parked, stored or placed so as not to be visible from any street or from ground level view from an adjoining Lot, except for temporary parking in the driveway constructed on a Lot. On-street parking shall be limited to temporary parking of guests or invitees of Owners during parties, delivery of services, and similar limited (no more than twelve (12) hour) time periods. Trucks with tonnage in excess of one ton and Vehicles with signage or

advertising displays shall not be permitted to repetitively park overnight on the streets, driveways, or other areas within the Property. No Vehicle which transports inflammatory or explosive cargo may be parked or stored within the Property. No inoperative or unlicensed Vehicles may be parked or stored, other than in an enclosed garage, within the Property. Also without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use except pursuant to written approval and authorization of the ACC. All work on Vehicles (other than routine maintenance) shall be performed only in an enclosed garage. The foregoing provisions shall not restrict the parking of trucks and other Vehicles as necessary in connection with construction of Residences or other Structures on Lots.

(o) Specific Use Restrictions. The Property is restricted solely to residential and related uses; accordingly, no industrial, business, commercial, professional, manufacturing, mineral or other similar use shall be permitted on any part of the Property. This Section shall not be construed so as to prohibit the conduct of a reasonable amount of in-home work, such as computer work or similar activities, provided that such work or activity does not involve the parking of Vehicles of employees, consultants, or other parties other than the occupants of the Residences in question, and does not involve the delivery or pick-up of any materials or services. No church may be maintained on the Property.

(p) Pet and Animal Restrictions. Only regular household pets such as cats and dogs shall be permitted on the Property and then only for personal use and not for any business use such as breeding, kennel operations and the like. No other animals shall be permitted to be maintained upon the Property, including the following: cows, horses, bees, hogs, sheep, goats, poultry, or skunks. No more than four (4) domesticated household pets are permitted in any Residence. All pets shall be kept within the fenced-in area of an Owner's Lot and shall not be permitted to run free through the Property. An exception shall be granted to Lot 7 for horses, the number not to exceed two (2).

(q) Playground Equipment. No bright colored yard equipment of any kind. Plans for playground equipment, play forts, swing sets and other outdoor yard items must be submitted to the ACC before installation. These items are allowed on a Lot only if they are in subdued colors and in good taste. In addition no statuary is allowed without prior written consent and approval of the ACC.

(r) Trash/Garbage Disposal. Trash, garbage and other waste shall at all times be kept in clean, well maintained, sanitary containers for regular scheduled pickup for removal of such items. Trash, garbage or other waste shall not be dumped on the ground of any Lot or in any Common Area.

(s) Projections from Structures. Window air conditioning units and other similar projections are prohibited. The ACC prefers that any vent type projection through the roof of any structure on the Property should be painted the same color as the roof.

(t) Private Water/Sewer Systems. Each Resident shall be connected to the Public water and sanitary sewer system, and no private water well, water system or sewer system is permitted within the Property. Lot 7 has a water well that shall be allowed. Should the HOA desire to install a well, it shall be allowed, and the costs shared equally by the seven (7) lot owners, subject to necessary approvals by county and city governing bodies.

(u) Visible Activities - Outdoors. Outdoor drying of clothes is prohibited. Lawn mowers, rakes, carts, and other yard equipment shall be stored out of view from adjoining Lots and streets when not in use.

(v) Statuary and Fountains - Front yard are not permitted without prior written approval of the ACC.

(w) General Restriction - Nuisances. In general, no Lot shall be used for any purpose that would constitute a public or private nuisance or that would unreasonably disturb any other Owner in the use and enjoyment of its Lot.

Section 3.03 Specific Construction Provisions

(a) Setbacks. All Residences and other Structures shall be constructed in conformity with the setback requirements of the Town and the building lines reflected on the Plat.

(b) Structure Size and Type. Each Residence shall have the minimum of 6,500 square feet of enclosed air-conditioned area or as set forth by the Town in the applicable zoning ordinance. The ACC at its sole discretion has the right to make a variance to this rule up to 10%. Each Residence shall be of new construction on a Lot and no mobile homes or manufactured housing shall be permitted on the Property.

(c) Garages. Garages may not face a street and must be side entry or rear entry except in the case of a four (4) car garage constructed so that no more than a one car garage faces the street and is at least twenty feet behind the front building or side line and the two car garage faces a minimum of a 90 degree angle to any street. Any other size garage may not face any street except a written approval at the sole discretion of the ACC is obtained because of circumstances such as distance from the street, screened by other structures or parts of the house, or other unusual circumstances. Written approval of the ACC must be obtained for any variation to the garage entrance requirement. Garages shall provide space for a minimum of four (4) conventional automobiles. A Porte-cochere must also have the approval of the ACC.

(d) Antennas and Aerials - All television antennas and other antennas and aerials shall be located inside the attic of the residence constructed on the Lot. Satellite dishes greater than one meter in diameter shall be permitted only if they are properly screened and not visible from any street or the ground level of an adjoining Lot, and do

not extend above the height of any fence. Satellite dishes one meter in diameter or smaller may be placed on the roof of a home as long as the dish is mounted behind the peak of the roof. The location of any satellite dish (including one meter in diameter and smaller satellite dish on a roof) must be approved by the ACC. Amateur radio towers and antennas (whether for reception or transmission) and other towers of any kind are prohibited. No exterior television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot or Building without prior written approval and authorization of the ACC.

(e) Drainage - All Lots shall be graded so that no storm water drainage shall flow onto other Lots except as may be shown on the engineers plans on file with the Town of Southlake. All drainage easements are for surface drainage and property owners may not modify drainage gradients or block drainage easements with fencing or landscaping.

(f) Fences and Walls - (a) No solid fencing shall be allowed unless made of stone or brick that will match the materials on the house. To provide continuity in the fencing, all side fencing shall be made of matching wrought iron per Exhibit "D". All fences and walls shall be six feet (6'0") in height, (see Exhibit "D").

(g) Mailboxes - Each Lot must have a Mailbox assembly which complies as to color, style, size, specifications and locations as provided on Exhibit "B".

(h) Outbuildings - Location and plans for all outbuildings must be approved by the ACC.

(i) Pools - The location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the ACC.

(j) Retaining Walls - Front yard retaining walls must be constructed from the same brick or stone used on the house. No railroad type ties or interlocking concrete block walls are allowed.

(k) Signage - No signage may be maintained on any Lot or in the Common Area other than signs of a reasonable size (not to exceed 2'x3') and of tasteful design advertising a Lot or Residence for sale or rent, any such advertising signs shall be subject to approval of the ACC. All signs must be professionally produced and manufactured. Each Owner hereby grants permission to the Developer and the ACC (or either of its duly authorized agents) to enter upon a Lot or any part of the Property and remove any sign, billboard or advertising structure that does not comply with the above requirements and, in doing so, shall not be subject to any liability to any Person whatsoever for trespass, conversion, or any claim for damages in connection with such removal. The Developer and ACC's cost to remove any sign shall be added to the Owner's Maintenance Cost assessment account, be payable upon demand and secured by the Maintenance Lien created in Article VI.

(1) Tennis court / sports court / swimming pool / recreational facilities - May be constructed within any Lot provided the plans therefore are approved prior to construction by the ACC. No tennis court lighting is allowed.

(m) Trash Containers - All trash containers shall be screened from view from adjacent Lots and streets.

(n) Utility Lines - All utility lines from each Residence to the common utility lines (i.e., water, gas, sewer, power, cable, etc., utility lines which carry any utility to or sewage from such Residence) shall be maintained by the Owner of such Residence at his own cost and expense.

Section 3.04 Construction Materials. All construction materials shall conform to the following provisions:

(a) Exterior Materials. All exterior construction materials shall be subject to approval by the ACC as to aesthetic appearance and shall conform to the town ordinances. No dwelling shall be constructed or permitted to exist on any Lot unless at least eighty-five percent (95%) of the exterior is stone or other masonry materials approved in writing by the ACC. The exterior walls of any improvement or structure placed or erected on any Lot or tract shall likewise conform to the Town Building Code. Carports, garages or other outbuildings which may be detached from main dwellings are specifically required to conform with this Construction requirement.

All chimneys and fireplaces shall have a brick or other masonry material finish. Brick, Stone and Stucco material are considered masonry. Hardy Plank type materials are not considered masonry material for this purpose pertaining to the chimney.

Windows shall be wood in the front and aluminum is allowed in the rear and sides.

There shall not be erected on any Lot a Residence whose quality of structure and finish does not meet minimum Property standards established by the Building Code of the Town, nor shall any alteration or addition to any Residence be made which does not meet the same minimum Property standards.

Section 3.05 Roof Restrictions. The roof of main structures and on garage structures shall have a least a 12/12 pitch unless otherwise approved by the ACC. Wood roofs are not allowed. Roof Materials allowed are Concrete Tile, Clay Tile, Hardi Slate or Hardi Shake, Standing Seam Metal Roof (allowed only if composed of either Copper, "Paint Grip Galvanized" unpainted or Microzinc. Pre-Finished (Factory Painted Metal Roofing is NOT allowed), and composition roofs which meet or exceed at least a minimum thirty

C30) year warranty roof, 300 lb., laminated shingle or equivalent. Weathered wood, Slate and Oxford Gray colors are pre-approved. All roofs must be approved for material and color. A lessor pitch may be approved for a tile or slate roof providing the design and Lot lend themselves to such slope. A slope less than 12/12 must have ACC approval in all cases. The ACC prefers that, any vent type projection through the roof of any structure on the Property should be painted the same color as the roof.

Section 3.06 Construction Period and Process. Construction of any Residence shall be pursued with all due diligence and, in any event, shall be completed within eighteen (18) months after commencement. Construction of any other Structure shall be completed within the time periods specified in the plan approval process. Builder must provide erosion control during construction. All areas under construction shall be maintained in a clean, safe condition, and debris, trash, and rubble shall be stored in appropriate containers and promptly removed from the Property.

(a) Landscaping. All landscaping shall be in accordance with the Town of Southlake's landscaping, tree preservation and open space ordinances. Variations shall meet or exceed the goals of the ordinance. The Home Builder shall be responsible for providing landscaping for each individual Lot as required by the Town of Southlake's Unified Development Code. Thus, In the case of new construction, landscaping and required tree planting shall be installed by and is the responsibility of the Builder to complete such landscaping and required tree planting prior to occupancy of the Residence. All Lots shall be appropriately landscaped, including planting of grass and other plants and maintenance of such in conformity with other improvements on the Property. The height of all hedges shall be in conformity with height of fences and walls, and no hedge shall be maintained in a manner that obstructs the visibility of intersections of streets.

(b) Sprinkler System - Each Lot on which a residential living unit is constructed shall have and contain an underground water sprinkler system for the purpose of providing sufficient water (to preserve and maintain landscaping in a healthy and attractive condition) to the yard.

(c) Right to Waive or Modify Specific Construction Provisions. The ACC shall have the right, in its discretion, to grant reasonable waivers of the construction provisions set forth in this Declaration, and any such waiver shall not entitle any other person to a similar waiver.

Section 3.07 Declarant Rights. So long as Declarant owns any Lot, Declarant may exercise any other rights of the ACC under this Article III.

ARTICLE IV

ASSOCIATION. ORGANIZATION AND MANAGEMENT

Section 4.01 The Board of Directors of the Association shall consist of not less than three (3) nor more than nine (9) members, the exact number to be fixed in accordance with the provisions of the Bylaws.

Section 4.02 The Association shall have two classes of voting memberships:

(a) Class A: Class A members shall be all Owners with the exception of Class B members. After Section 4.02 (b) requirements have been met, Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be members of the Association; however, the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B: Class B members shall be the Declarant and any Builder. All builder(s) votes are automatically conveyed to the Declarant. The Declarant, at its sole discretion, may convey a builder(s) vote back to any Builder in writing. Until the earlier of December 31, 2009 or such time as all Lots held by the Class B member(s) have been sold, all votes of the Association shall be cast solely by the Class B Members, to the exclusion of the Class A Members. At such time as all Lots held by Class B Members have been sold and conveyed, the Class B membership of the Association shall terminate and all votes shall thereafter be cast solely by Class A members. The Declarant may at its sole discretion and at any time convert Class B member(s) to Class A member(s) and give up its rights as Class B member(s).

Section 4.03 Each Owner of a Lot shall be a member of the Association, and such membership shall continue so long as such person or entity continues to be an Owner. The membership of an Owner in the Association shall be appurtenant to and may not be separated from record ownership of any Lot, and the transfer of any membership in the Association which is not made as a part of a transfer of a Lot shall be null and void. Ownership of a Lot shall be the sole qualification of being a member of the Association. Each Owner shall comply with all rules and regulations as established by the Association from time to time.

Section 4.04 The Association shall have the duty to maintain all Common Areas on the Land (see Section 1.01 (k)) and shall have the right, power and authority to do any act which is consistent with or required by the provisions of these Covenants or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

(a) The power to levy and collect Assessments (of whatever nature) for the maintenance, repair or replacement of the common areas existing on the Land and for such other purposes as are herein provided for;

(b) The power to keep accounting records with respect to all activities and operation of the Association.

- (c) The power to contract with and employ others for maintenance and repair;
- (d) The power to adopt schedules, procedures, rules and regulations concerning the operation of the Association, including, but not limited to any and all Common Areas and Association amenities owned by the Association;
- (e) The power to appoint a Management Company to operate the Association;
- (t) The Board of Directors may, at its sole discretion, enter into contracts with third parties to oversee the daily operation and management of the Association. These third parties may, and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a Resale Certificate. The Association or its agent shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its agent. Transfer fees and fees for issuance of a Resale Certificate are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments. This section does not obligate the Board of Directors or any third party to levy such fees.
- (g) Any and all powers as contemplated by the Articles of Incorporation and By-Laws. When there is a conflict between these covenants and the Articles of Incorporation and By-Laws, the Board of Directors is entitled to decide which rule will apply.

Section 4.05 The Association, through the Board of Directors, shall have the right to enforce these Covenants, except and to the extent that the right to enforce certain provisions hereof has been granted to the ACC, whether expressly or by implication. If the Board of Directors shall fail or refuse to enforce these Covenants for a period of time of no more than fifteen (15) days, after written request to do so, then any aggrieved Owner may enforce these Covenants on his own behalf by appropriate action, whether in law or in equity.

ARTICLE V

ASSESSMENTS, MAINTENANCE FUND AND ASSESSMENT LIENS

Section 5.01 The Association shall possess the right, power, authority and obligation to establish and collect an annual assessment sufficient in the judgment of the Board of Directors to pay when due all charges and expenses related to the operations of the Association. The annual assessment for Builders and home Owners shall be the sum of two thousand dollars (\$2,000.00) per lot for the first year beginning January 01, 2008 and prorated on Lot sales after that date. The Board may revise the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased during any calendar year more than twenty-five percent (25%) above the maximum annual assessment for the previous year unless approved by the Association's Members as provided in Article IV. The Board will determine, at its sole discretion, when a Residence is a completed Residence. A one time Capital Improvement Assessment of

\$1,000 per Lot is charged at the closing of each Lot. The Developer(s) does (do) not pay Association dues and at the Developer's sole discretion may, but shall have no obligation to, make up shortfalls in the Association expenditures until such time as the Declarant turns the Association over to the Association Members. (If the Developer decides to make up any shortfall in the operating budget of the Association due in part to the failure of the Association to collect delinquent Assessments, then the Association shall immediately and vigorously pursue collection of such delinquent Assessments through foreclosure, if necessary, and shall reimburse the Developer the amounts, if any, so collected.) Association funds are used to maintain the common landscape, Association management fees, Open Space Corridor and other Association expenses. The annual assessments so established shall be payable by the Owners on or before the twentieth (20th) day of January of each year during the term of these Covenants. If any assessment or any part thereof is not paid when due, the unpaid amount of such assessment shall be subject to a late charge handling fee of \$25.00 per month, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection incurred by the Association, including reasonable attorney's fees. No consent or approval of the Owners shall be required for the establishment of the annual assessments contemplated by this Section.

Section 5.02 Prior to the commencement of each calendar year, the Association, through the Board of Directors, shall prepare a budget setting forth the anticipated expenses and assessment for each Lot for the ensuing year. Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the expenses anticipated to be incurred, and shall be accompanied by a statement setting forth each Owner's annual pro rata share thereof. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the annual assessment payable hereunder, and the failure of the Board of Directors to timely deliver the budget provided for herein shall in no event excuse or relieve an Owner from the payment of the annual assessments contemplated hereby. Any budget prepared and delivered to the Owners as hereby contemplated may be amended as and to the extent reasonably necessary, and the amount of an Owner's annual assessment changed, to correspond therewith.

Section 5.03 In addition to the annual assessments contemplated hereunder, the Association shall possess the right, power and authority to establish special assessments from time to time as may be necessary or appropriate in the judgment of the Board of Directors to pay

- (i) nonrecurring expenses relating to the proper operation, management and the administration of the Association, or
- (ii) nonrecurring expenses relating to the proper maintenance, care, alteration, improvement, or reconstruction of specific Lots (including the Buildings thereon) in the manner hereafter specified.

Section 5.04 Each Owner shall be personally obligated to pay his pro rata share of all

assessments established pursuant to these Covenants. Each Owner's pro rata share shall be equal to a percentage of the total amount of the assessments established pursuant to these Covenants determined by dividing one (1) by the total number of Lots. Any unpaid assessments shall constitute the personal obligation of the Owner of such Lot at the time such assessment is due. No Owner shall be entitled to exempt himself from the liability of such Owner's obligation to pay such assessment by an abandonment of his Lot or by any other action whatsoever. Any such assessment not paid within twenty (20) days of the date due shall be subject to a \$25 late charge, and the Association may, at its election, bring action at Law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added an amount of such unpaid assessment any and all costs of collection incurred by the Association, including reasonable attorney's fees. It shall be the responsibility of the Board of Directors to collect any such delinquent assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and such Owner's First Mortgagee.

Section 5.05 An Owner's pro rata share of all assessments established pursuant to these Covenants shall be secured by a lien upon such Owner's Lot and the Residence located thereon in favor of the Association, which lien shall be prior and superior to all of the liens and encumbrances upon such Lot and Residence, regardless of how created, evidenced or perfected, other than the liens securing the payment of First Lien Indebtedness and the lien for unpaid taxes, assessments and other governmental impositions. Such lien and encumbrances may be enforced by any means available at law or in equity, including, without limitation, a non-judicial foreclosure sale of the Lot of a defaulting Owner conducted in accordance with the provisions of V.T.C.A. Property Code Section 5 1.002 with the Board of Directors having the power to appoint a trustee to conduct such a sale. The Association or any other Owner may be the purchaser at such foreclosure sale.

Section 5.06 The Association shall promptly transmit to an Owner, such Owner's First Mortgagee, or any other interested party requesting such information, a statement setting forth the amount of any delinquent assessment payable by an Owner, as well as the amount of the annual assessment payable at the time of such request.

Section 5.07

(a) The La Mirada Homeowner's Association shall maintain the landscaped areas shown on the Plat as Lot 8 and Lot 9.

ARTICLE VI

IMPROPER MAINTENANCE BY OWNER

Section 6.01 In the event any Lot (including any Building or Residence located thereon) is, in the judgment of the ACC or of the Association, through the Board of Directors, so maintained by its Owner as to not comply with these Covenants or so as to present a public or private nuisance or so as to substantially detract from the appearance or quality of the neighboring Lots or other areas of the Land which are substantially affected thereby or related thereto, the ACC or the Association, through the Board of Directors, may, by resolution, make a finding to that effect specifying the particular condition or conditions which exist, and pursuant thereto deliver notice thereof to the offending Owner that unless corrective action is taken within ten (10) days, the Association will cause such action to be taken at such Owner's cost. If at the expiration of said ten (10) day period of time the requisite corrective action has not been taken, the Board of Directors shall be authorized and empowered, on behalf of the Association, to cause such action to be taken without liability to the Declarant, Developer or Board of Directors and the cost (the "Maintenance Cost") thereof shall be assessed against the Lot of the offending Owner and shall be secured by the Maintenance Lien as hereinafter provided. Written notice of such assessment shall be delivered to the offending Owner, which notice shall specify the amount of such Maintenance Cost and shall demand payment thereof within thirty (30) days after the date of said notice.

Section 6.02 The Board of Directors shall have the right, at any time there are unpaid Maintenance Costs outstanding with respect to a Lot, to file with the County Clerk of the County (1.01(j)), a statement describing such Lot and declaring the amount of unpaid Maintenance Costs relating thereto in which event, upon such filing, there shall automatically be imposed upon such Lot a Lien (the "Maintenance Lien") in favor of the Association for the amount of such unpaid Maintenance Costs and reasonable attorney's fees and collection costs relating to any such Lot. Upon payment of the Maintenance Costs secured by such Maintenance Lien by or on behalf of the Lot against which the Maintenance Lien is imposed, the Board of Directors shall file of record with the County Clerk of the County (1.01(j)), an appropriate release of such Maintenance Lien previously filed against the Lot thereof for such Maintenance Costs. The Maintenance Lien shall be for the sole benefit of the Association.

Section 6.03 Each Owner, for himself, his heirs, executors, administrators, trustee, personal representatives, successors and assigns, covenants and agrees:

(a) That he will pay to the Association within fifteen (15) days after the date of written notice thereof any Maintenance Costs assessed against his Lot; and

(b) That by accepting any Deed of his Lot, he shall be and remain personally liable for any and all Maintenance Costs assessed against his Lot while he is (or was) the Owner thereof, regardless of whether such Covenants or agreements are expressed in such Deed and regardless of whether he signed the Deed.

Section 6.04 If the Owner of any Lot fails to pay the Maintenance Costs when due, the Board of Directors may enforce the payment of the Maintenance Costs and/or the Maintenance Lien by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Board of Directors does not preclude or waive its rights to exercise the other remedy):

(a) Bring an action at law and recover judgment against the Owner personally obligated to pay Maintenance Costs;

(b) Foreclose the Maintenance Lien against the Lot in accordance with the prevailing Texas law relating to the foreclosure of realty mortgages and liens (including the power of conducting a non-judicial sale in accordance with the provisions of V.T.C.A. Property Code Section 51.002 and the right to recover a deficiency). The Board of Directors shall have the power to appoint a trustee to conduct such sale.

The sale or transfer of any Lot shall not affect the Maintenance Lien.

Section 6.05 In any action taken pursuant to Section 6.04 of this Article, the Owner shall be personally liable for, and the Maintenance Lien shall be deemed to secure the amount of, the Maintenance Cost together with a \$25 handling charge, and the Association may, at its election, bring action at Law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added an amount of such unpaid assessment any and all costs of collection incurred by the Association, including reasonable attorney's fees.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.01 The Architectural Control Committee (ACC) (herein so called), which shall be composed of two (2) or more individuals selected and appointed by the Declarant and shall serve for as long as the Declarant at its sole discretion desires or until such time as the Declarant gives control of the ACC to the Board of Directors. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of the residential development.

All matters before the ACC shall be decided by majority vote of its members. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. In the event of the death, incapacity or resignation of a member of the ACC, the successor for such member shall be appointed by the Declarant if such death, incapacity or resignation occurs on or before the Declarant conveys these powers to the

Association, and by the Association if such death, incapacity or resignation occurs thereafter.

Section 7.02 No Building, fence, wall, sign, exterior light, or other structure or apparatus, either permanent or temporary shall be commenced, erected, placed or maintained upon the Land (or any Lot constituting a part thereof), nor shall alteration, excavation, subdivision or re-subdivision thereof, including without limitation changes in or alterations of grade, roadways and walkways, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location and other material attributes of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ACC. All plans and specifications submitted to the ACC shall include a plot plan showing the location of the Improvements, the plan for drainage and the construction plans giving the dimensions of the plan for drainage and the construction plans giving the dimensions of all improvements, and shall specify in addition to construction diagrams and specifications, all materials to be used and color schemes for all improvements. Plans must be submitted ten (10) days prior to any construction, and plans will be kept on file until the Residence is completed. If the ACC fails to approve, respond in writing for more information or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval of the ACC will be deemed to have given, and this Article will be deemed to have been fully complied with. If the ACC has responded to the applicant in writing within the thirty (30) day time period, the applicant must meet the request of the ACC in writing by additional plans or information. The ACC then must review the revised plans and approve or disapprove such plans within thirty (30) days after such plans and specifications have been re-submitted to it. The ACC shall have the right, all in the sole discretion of the ACC, to disapprove any plans and specifications submitted to it for any of the following reasons:

- (a) If such plans and specifications are not in accordance with any of the provisions of these Covenants or the codes, ordinances and regulations of the Town;
- (b) If the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surroundings of the Land or with the adjacent dwellings or structures or with the topography;
- (c) If the plans and specifications submitted are incomplete;
- (d) If the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;
- (e) If the plans do not provide for adequate structural integrity or structural support for the improvements; or
- (f) If the ACC deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the Land.

The ACC is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the ACC shall be final, conclusive and binding upon all Owners. Neither the ACC nor Declarant nor Developer shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications. In addition the Owner is solely responsible for the plans and specifications meeting applicable governmental regulations. The signature of any member of the ACC on any such plans and specifications with "approved" or "disapproved" written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full ACC.

ARTICLE VIII

VARIANCES

Section 8.01 The ACC may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof and provided also that in every instance such variance or adjustments will not be materially detrimental or injurious to other Lots or improvements on the Land.

ARTICLE IX

LAND SUBJECT TO THIS DECLARATION

Section 9.01 All of the Property on Exhibit "A" and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Developer, and any subsequent owner of all or any part thereof, is subject to these Covenants and the covenants, restrictions, charges and liens set forth herein.

ARTICLE X

MISCELLANEOUS

Section 10.01 These Covenants may be revoked or amended in the following manner:

(a) Until December 31, 2049, seventy-five percent (75%) of the Owners may from time to time, revoke or amend these Covenants for any purpose by instrument bearing the signature of seventy-five (75%) of the Owners, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County (1.01(j)).

(b) On or after December 31, 2049, fifty-five percent (55%) of Owners may from time to time, revoke or amend these Covenants for any purpose by instrument

bearing the signatures of fifty-five percent (55%) of the Owners, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County (1.01(j)).

Section 10.02 These Covenants shall be effective upon the date of recordation hereof, and as amended from time to time, shall continue in full force and effect to and including December 31, 2049, from and after said date, these Covenants, as amended, shall be automatically extended for successive periods of ten (10) years, unless an affirmative vote to terminate these Covenants is signed by the then Owners of fifty-five percent (55%) of the Lots and filed, at the Association's expense, in the Real Property Records of the County (1.01(j)).

Section 10.03 If any provision(s) of these Covenants shall be held invalid or unenforceable the same shall not affect the validity or enforceability of any of the other provisions hereof.

Section 10.04 Whenever notices are required to be sent hereunder, the same shall be sent to the Owner who is the intended recipient, by certified or registered mail, return receipt requested and postage prepaid at the address of such Owner's Lot and further provided that any such notice may be delivered in person. Notices shall be deemed received when actually received and whether or not received when deposited in a regularly maintained receptacle of the United States Postal Service in accordance with the provisions hereof. Notices sent to the ACC or the Association shall be sent by certified or registered mail, return receipt requested and postage prepaid, only at such address as has previously been specified by the ACC to the Owners or by the Board of Directors to the Owners, respectively. The ACC and the Association may, from time to time, change such specified addresses by giving the Owners notice of such change in the manner herein provided.

Section 10.05 Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

Section 10.06 All captions, titles or headings of the Articles and Sections in these Covenants are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any other provisions hereof, or be used in determining the intent or content hereof.

Section 10.07 If any interest purported to be created by these Covenants is challenged under the Rule Against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.

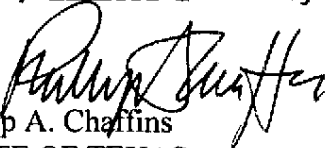
Section 10.08 At a time the Developer chooses, the Developer shall convey to Association, and Association shall accept, the Common Areas, subject to any valid

easements and restrictions of record. Ad Valorem taxes on all Common Areas (as defined 1.01(k)) will be paid by the Association for all years beginning with the year of the date of this document.

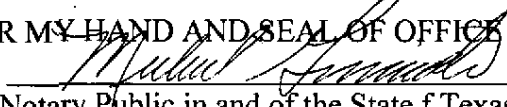
DATED on the date first above written.

DECLARANT

St. Emilion Partners, L.P.
A Texas Limited Partnership,
By: Elliott and Chaffins, L.L.C.
a Texas ~~Corporation~~, its General Partner
/ ~~Limited Liability Company~~

By: 
Phillip A. Chaffins
STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared ~~xxx~~ ~~Texas Corporation~~, General Partner of St. Emilion Partners, L.P. a Texas limited partnership, known to me to be the person whose name is affixed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and content therein expressed, as the act and deed of St. Emilion Partners, L.P., a Texas limited partnership, and in the capacity therein stated.
****Phillip A. Chaffins, President of Elliott and Chaffins, L.L.C.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ~~day of Feb., 2006~~ 29 day of August, 2007.
(Seal) 
Notary Public in and of the State of Texas

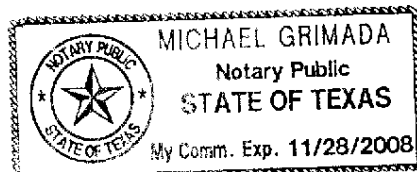
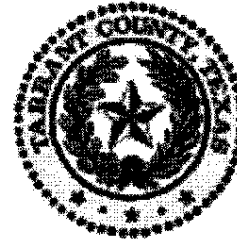


EXHIBIT A

LOTS 1 THRU 9, BLOCK 1, LA MIRADA, AN ADDITION TO THE CITY OF
SOUTHLAKE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF
RECORDED IN CABINET A, SLIDE 12117, PLAT RECORDS OF TARRANT COUNTY,
TEXAS.



ST EMILION PARTNERS LP
1504 BRENTWOOD TRL

KELLER TX 76248

Submitter: AMERICAN TITLE, (LANDAMERICA)

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: 08/30/2007 09:02 AM
Instrument #: D207308481
OPR 24 PGS \$104.00

By: _____



D207308481

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.