

SUPPLEMENTARY DECLARATION NO. 214

LAS COLINAS AREA CCXIV

DALLAS COUNTY, TEXAS

This Supplementary Declaration, made this 19th day of December, 2006, by HINES LAS COLINAS LAND LIMITED PARTNERSHIP, hereinafter called the "Declarant").

- A. Declarant's predecessor in interest, Las Colinas Corporation ("LCC"), executed a Declaration (as previously corrected and supplemented (the "Declaration") on the 22nd of August, 1973, applicable to certain real property described in Exhibit "A" thereto and located in or adjacent to the City of Irving, County of Dallas, State of Texas.
- B. The Declaration was filed of record in Volume 73166, Page 1001, of the Deed Records of Dallas County, Texas, a Correction to Declaration was filed of record in Volume 77154, Page 1096, of the Deed Records of Dallas County, Texas, a Second Correction to Declaration was filed of record in Volume 79122, Page 0749, of the Deed Records of Dallas County, Texas, and a Third Correction to Declaration was filed of record in Volume 82071, Page 3244, of the Deed Records of Dallas County, Texas.
- C. LCC assigned all of its rights as "Declarant" under the Declaration to Las Colinas Land Limited Partnership ("LCLLP") pursuant to a Corrected Assignment and Transfer of Rights of Declarant under Declaration dated as of June 29, 1989, recorded in Volume 92041, Page 0446, of the Deed Records of Dallas County, Texas.
- D. LCLLP assigned all of its rights as "Declarant" under the Declaration to Declarant pursuant to an Assignment and Transfer of Rights of Declarant and Class B Member under Declaration dated as of December 23, 2005, recorded in Volume 200503641275, Deed Records, Dallas County, Texas.
- E. Additional real property has been added to the scheme of the Declaration as contemplated in Article I, Section 3, thereof by recording Supplementary Declarations in the Deed Records of Dallas County, Texas.
- F. Article V of the Declaration (entitled Protective Covenants), as originally written and as modified by the previous Supplementary Declarations is applicable only to the real property described in Exhibit "A" to the Declaration and in Exhibits to the previous Supplementary Declarations and not to additional real property which may be added to the scheme of the Declaration by subsequent Supplementary Declarations.
- G. Article I, Section 3, of the Declaration permits the addition of additional property to the scheme thereof by filing a Supplementary Declaration of record, which Supplementary Declaration may modify Article V of the Declaration as it pertains to the additional property.

- H. Declarant desires to add additional property located within the boundaries of the property described in Exhibit "A-214" to the Declaration to the scheme of the Declaration and to modify Article V of the Declaration as it pertains to the additional property.

NOW THEREFORE, Declarant declares as follows:

1. The real property described in Exhibit A-214 attached hereto and incorporated herein by reference for all purposes (designated as Area CCXIV for purposes of this Supplementary Declaration) is and shall be subject to the scheme of the Declaration, and is and shall be held, transferred, sold, conveyed, used, and occupied subject to covenants, restrictions, easements, charges, and liens set forth in the Declaration (the Declaration being incorporated herein by reference for all purposes) as modified herein.
2. Article V of the Declaration is modified by the addition thereto of the following Section 214, which is applicable only to Area CCXIV of the Properties.

Section 214. Covenants Applicable to Area CCXIV. The following provisions are applicable to any and all construction, improvement, alteration, addition, and use of, in, or to Area CLXXXIV of the Properties:

- a. Use Limitations. Sites in Area CCXIV may be used for single family residential dwellings (as defined by The Las Colinas Association), and for parks and open spaces created as part of the development process.
 - (1) No lot shall be used except for residential purposes or parks and open spaces created as part of the development process or for those lots specifically designated by Declarant for temporary marketing offices, construction trailers and field offices. No building shall be erected, altered, placed, or permitted to remain on any lot other than (i) one detached single family dwelling with a private garage for not more than four vehicles, or (ii) park and open space related facilities created as part of the development process.
 - (2) The floor area of the main structure, exclusive of porches and garages, shall be no less than 1100 square feet for one story dwellings and no less than 1600 square feet for two story and 2½ story dwellings.
 - (3) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance, dangerous or a nuisance to the neighborhood.
 - (4) No structure of a temporary character, recreational vehicle, mobile home, trailer, boat trailer, tent, shed, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

- (5) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or a sign of not more than five square feet advertising the property for sale, or signs of a size and design approved by the Architectural Control Committee used by a builder to advertise the property during the construction and sale period.
- (6) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot; except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes
- (7) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All garbage and trash shall be kept in sanitary containers fully enclosed by walled structure.
- (8) No truck, trailer, mobile home, or vehicle other than passenger vehicles or temporary marketing offices, construction trailers and field offices on specifically approved lot(s), shall be permitted to park on the streets, in the driveways, or on any lot overnight.
- (9) No motorboat, boat, trailer, recreational vehicle, mobile home, or other similar vehicle may be maintained, stored, or kept on a lot unless housed completely within an enclosed and roofed structure approved by the Architectural Control Committee except for temporary marketing offices, construction trailers, and field offices on specifically approved lot(s).
- (10) No clothesline may be maintained on any lot.
- (11) Except as otherwise governed by Federal statutes and/or rulings and regulations of the Federal Communications Commission applicable to the use of antennas including without limitation, dish type antennas and towers must be approved by the Architectural Control Committee, which may consider things like size, location, and ability to screen the antenna(s) and tower(s) from view from adjacent properties and from public and private streets and highways.
- (12) No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon except for activities consistent with temporary marketing offices, construction trailers, and field offices on specifically approved lot(s). This Section 214.a.(12) does not, however, prohibit a resident from using a dwelling for personal business or professional pursuits provided that: (i) the uses are incidental to the use of the dwelling as a residence; (ii) the uses conform to applicable governmental ordinances; and (iii) there is no external evidence of the uses.

- (13) The use of any carport, driveway, street, or parking area that may be in front of, adjacent to, or part of any lot as a habitual parking place for trucks, trailers, mobile homes, recreational vehicles, boats, or commercial vehicles, except for vehicles used in conjunction with temporary marketing offices, construction trailers, and field offices on specifically approved lot(s) or model homes, is prohibited. The term "Commercial Vehicle" shall include all passenger vehicles, trucks, and vehicular equipment which shall bear signs or shall have printed on the sides of same reference to any commercial undertaking or enterprise.
- (14) No above ground level swimming pool may be installed on any lot, and any swimming pool shall be designed and engineered in compliance with Paragraph e (1) of this Section 214.

b. Minimum Setback Lines.

- (1) No structure of any kind and no part thereof may be placed within these setback lines:
 - A) 10 feet from any street right of way.
 - B) 30 feet from Colwell Boulevard.
 - C) 30 feet from LaVillita Boulevard
 - D) Side yard setback – as determined by City of Irving.
 - E) Rear yard setback – as determined by City of Irving.
 - F) Side yard setbacks shall be as determined by the City of Irving and approved by the Irving City Council and/or Planning and Zoning Commission.
- (2) The following improvements are expressly excluded from these setback restrictions:
 - A) Structures below and covered by the ground.
 - B) Steps, walks, patios, swimming pools, driveways, and curbing.
 - C) Planters, walls, fences or hedges not to exceed 4 feet in height within the front "Minimum Setback Lines" (b.)(1)(A-C) or 9 feet in height within rear and side street "Minimum Setback Lines", accept as approved by the Architectural Control Committee.
 - D) Landscaping.
 - E) Box or bay windows.
 - F) Fireplaces and chimneys, to the extent any portion of same project from the side of a residential structure.
 - G) Any other improvements approved in writing by Declarant. Roofed structures, other than the following, may in no event be approved:
 - [1] guard houses
 - [2] gate houses
 - [3] swimming pool equipment houses and cabanas

[4] greenhouses

- (3) Declarant may grant exceptions to or variances from any setback lines established in 2b(1) above, provided that any variances or exceptions must be in writing.

c. Garages and Parking.

- (1) The interior walls of all garages must be finished (tape, bed, and paint as a minimum) like other rooms in the building.
- (2) No garage shall be permitted to be enclosed for living or used for purposes other than storage of passenger vehicles and related normal uses except for the temporary use of a home as a builder's model.

d. Landscaping, Walls and Fences:

- (1) The horizontal visibility triangle area (as determined by the City of Irving Transportation Department) at the intersection of a street, alley or driveway shall remain clear of any man-made or natural items between an elevation of 2.5 feet and 7.5 feet above the pavement as measured at the gutter line. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
- (2) No structure, wall, fence, or hedge over 4 feet in height shall be constructed, erected, placed, planted, set out, maintained, or permitted upon any lot outside the front building line on any lot or any side street building line, except as approved by the Architectural Control Committee.
- (3) The owners of the lots shall be responsible for the maintenance of parkways located between their lot lines and the back of curb of streets and alleys on which said lots abut. The owners thereof shall likewise maintain the exterior of all structures on their lot and their yards, hedges, plants, and shrubs in a neat and trim condition at all times.

e. Construction Standards. The main structure on all lots shall meet with the following requirements (except as modified by the Architectural Control Committee):

- (1) The foundation system shall be designed by a Registered Professional Engineer based on recommendations given in a geotechnical soils report prepared by a geotechnical engineering firm. The soils investigation and analysis, and the design of the foundation system, shall be prepared and stamped or sealed by a registered professional engineer. Any swimming pool shall be designed utilizing the data provided by the soils report and analysis with adequate surface and subsurface drainage provided.

- (2) All roofs shall be constructed of clay or concrete tile, provided that other materials may be used if prior written approval of the Declarant is obtained.
- (3) The exposed exterior wall area, exclusive of doors, windows, and covered porch areas, shall be masonry, lathe and plaster stucco, or other low maintenance material approved by the Architectural Control Committee.
- (4) Complete guttering (save and except those areas where encroachments are not allowed by the City of Irving requirements) must be installed on all houses with downspouts carried to an outfall well away from the foundation.
- (5) Garages and all other outbuildings are to be given the same architectural treatment and be constructed of the same materials as the main structure.
- (6) No exterior alterations of any existing building may be permitted without the prior written approval of the Architectural Control Committee. No additional windows, balconies, platforms, etc. which may invade the privacy of adjacent dwellings are permitted.
- (7) Any and all lines or wires for communication or for transmission of current outside of the building shall be constructed, placed and maintained underground.
- (8) No exterior light shall be installed or maintained on any lot which is found to be objectionable by the Architectural Control Committee. Upon being given notice by the Association that any exterior light is objectionable, the owner of the lot will immediately remove said light or have the light shielded in such a way that it is no longer objectionable.
- (9) Mailboxes shall be of a design and at all locations as approved by the Architectural Control Committee.
- (10) No excavation may be made except in conjunction with construction or maintenance of an improvement. When the improvement or maintenance is completed, all exposed openings must be back filled, compacted, graded and landscaped in accordance with the approved landscape plan.
- (11) Once commenced, construction must be diligently pursued so it is not left in a partly finished condition for a period longer than ninety (90) days without written approval from the Architectural Control Committee.
- (12) Temporary portable buildings may be used for construction purposes or as field offices or temporary marketing offices within Area CCXIV in support of the sale of lots within Area CCXIV only with the prior written approval of the Declarant. Such temporary portable buildings shall meet the following requirements:

- A) Be landscaped to the same standards as other residential lots.
- B) Allow no overnight parking of construction vehicles.
- C) Provide screening for all construction materials to be kept on site.
- D) Be kept in a clean, well-kept condition at all times.

Such temporary portable buildings shall be removed two (2) months after the date on which construction starts on the last of the lots. All landscaping, irrigation systems, hardscaping, signs and debris are to be removed and the area is to be graded, cleaned and turf established to the satisfaction of the Architectural Control Committee.

- (13) During construction on any lot, all trash and construction debris shall be contained within an on-site enclosure to be approved by the Association. The trash container shall be maintained on the lot throughout the period of construction (subject to the need to promptly remove and replace same as it becomes full), and all waste materials and construction debris shall be placed therein on a daily basis in order to reduce the possible dispersal of such waste materials and construction debris to any other lot and to maintain a neat and orderly appearance on the lot on which construction is being performed. Such temporary trash container shall be removed within 10 calendar days following completion of construction on the lot.
 - (14) The type and style of dwellings constructed on the lots shall be varied and distributed in such a manner that no dwellings having a substantially identical front elevation may be duplicated on either side of a street within viewing distance of another dwelling when viewed from the centerline of the street right-of-way directly in front of such dwelling. The same restriction shall apply for dwellings constructed on corner lots, provided that the viewing reference point applicable to such lots shall be the centerpoint of the intersection of the rights-of-way of the abutting streets, rather than the centerline of the street right-of-way directly in front of the dwelling.
- f. Escena Design and Development Guidelines. Notwithstanding anything contained herein to the contrary, all improvements within Area CCXIV must conform to the standards established under the "Design Guidelines for Escena, Las Colinas", as same may be modified from time to time by Declarant. The Design Guidelines for Escena, Las Colinas are held on file with The Las Colinas Association. In the event of any conflict between the rules, regulations, and requirements set out in sections a. through e. above and the rules, regulation, and requirements set out in the Design Guidelines for Escena, Las Colinas that are applicable to the same subject matter, the rules, regulations and requirements set out in the Design Guidelines for Escena, Las Colinas shall be controlling. Declarant shall have the right, in its sole discretion, to grant exceptions to or variances from the rules, regulations, and requirements of the Design Guidelines for Escena, Las Colinas, provided that any such exceptions or variances must be in writing.

3. No approval of plans and specifications and no publication of requirements or guidelines herein or in the Declaration or otherwise by the Association or the Architectural Control Committee or granting of any exceptions or variances by Declarant may be construed as representing or implying that improvements built in accordance therewith will be free of defects or comply with applicable laws or ordinances. Any approvals and observations incident thereto concern matters of an aesthetic nature. No approvals and guidelines may be construed as representing or guaranteeing that any improvements built in accordance therewith will be designed or built in a good and workmanlike manner. The granting of any exceptions or variances by Declarant shall be in Declarant's sole discretion. Declarant, the Association, their respective directors, officers, employees, and agents, the Architectural Control Committee, and members of the Architectural Control Committee are not responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land subject to the Declaration for any defects in any plans or specifications submitted, revised, or approved, any loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, any loss or damage arising from the noncompliance of the plans or specifications with any governmental ordinance or regulation, or any defects in construction undertaken pursuant to the plans and specifications. Approval of plans and specifications by the Architectural Control Committee may not be construed as approval by the City of Irving, Texas, as the approval processes are mutually exclusive. Unconditional approval of a complete set of plans and specifications by the Architectural Control Committee satisfies the requirements of all applicable subsections of this Supplementary Declaration that require written approval by the Architectural Control Committee for the plans and specifications. Any determination made by Declarant under this Supplementary Declaration, and the grant or denial of any exception or variance by Declarant under this Supplementary Declaration, is in Declarant's sole discretion.
4. The Declaration, except as expressly modified herein, remains in force and effect and is ratified and confirmed.

SIGNATURE PAGE TO SUPPLEMENTARY DECLARATION

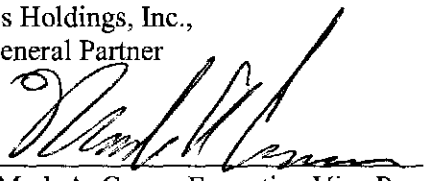
SELLER:

HINES LAS COLINAS LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By: Hines Las Colinas Land GP LLC,
its General Partner

By: Hines Interests Limited Partnership,
its sole member

By: Hines Holdings, Inc.,
its General Partner

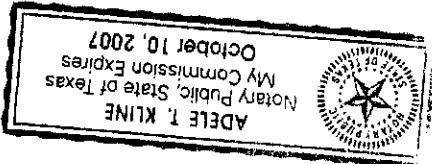
By: 
Mark A. Cover, Executive Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 15, 2006, by Mark A. Cover, the Executive Vice President of Hines Holdings, Inc., the General Partner of Hines Interests Limited Partnership, the sole member of Hines Las Colinas Land GP LLC, the General Partner of Hines Las Colinas Land Limited Partnership, a Texas limited partnership, on behalf of said corporation, limited liability company and limited partnerships.



Signature of Notary Public

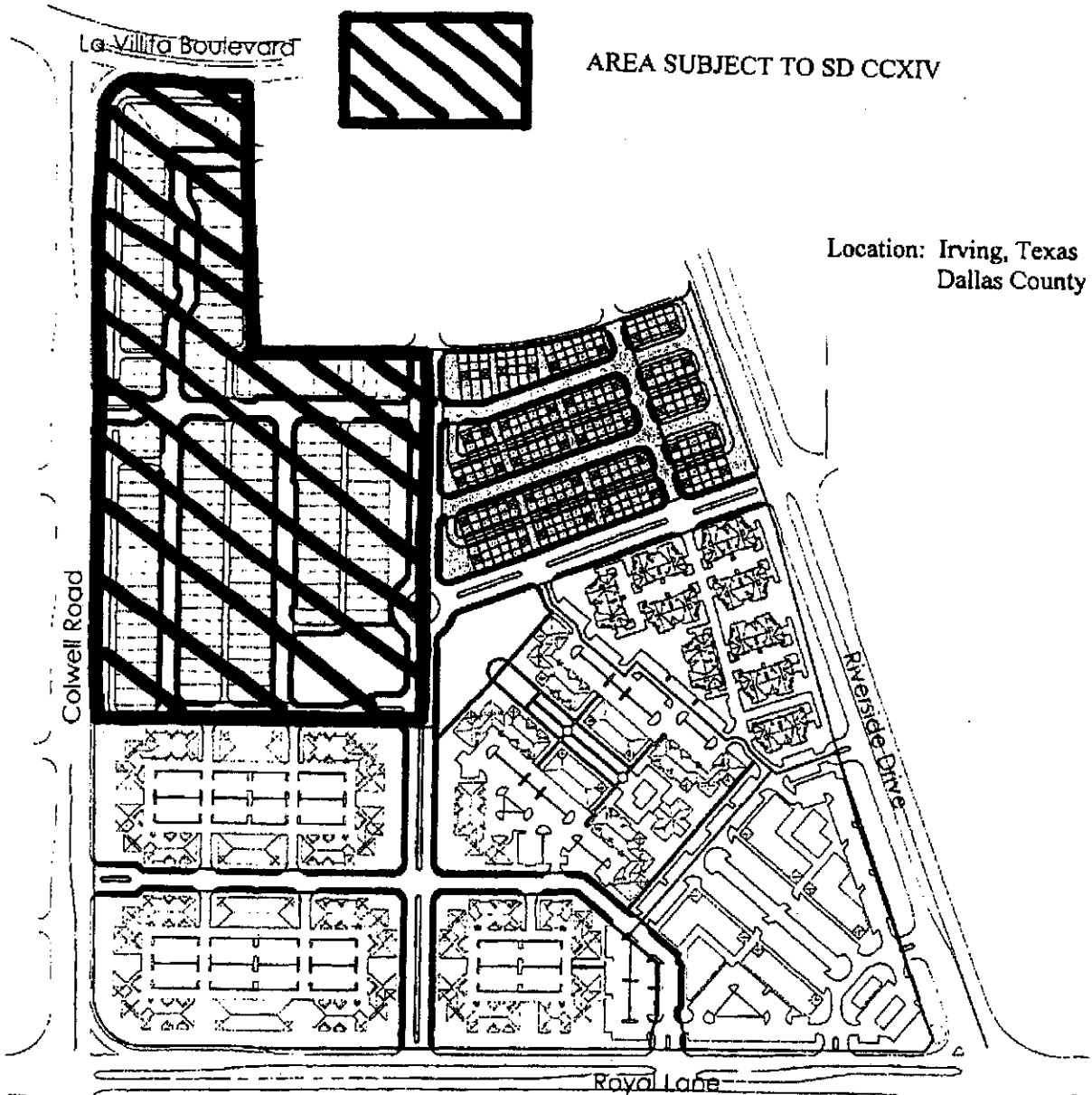


[Personalized Notary Seal]

EXHIBIT A-214

LAS COLINAS AREA CCXIV

Being the area depicted below, which is part of the land referred to as Site 50C and more particularly described in Schedule 1 to the Exhibit A-214



Note: A metes and bounds legal description for the subject area shall be filed by Declarant at the time of platting of the subject tract, and shall not be subject to the amending language of the Declaration.

SCHEDULE 1 TO EXHIBIT A-214

Being an approximately 70.89 acre tract of land, situated in the Antonio Hernandez Survey, Abstract No. 550 in the City of Irving, Dallas County, Texas and being a portion of that certain tract of land conveyed to Las Colinas Land Limited Partnership as recorded in Volume 89128, Page 0714, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set for corner, said point being at the intersection of the north line of Royal Lane (a variable width right-of-way) and the west line of Riverside Drive (a variable width right-of-way), said point being the most easterly southeast corner of said 70.89 acre tract of land being described;

THENCE South 35 degrees 13 minutes 18 seconds West, along the intersection of said Royal Lane and said Riverside Drive, a distance of 32.73 feet to a 1/2 inch iron rod set corner;

THENCE North 89 degrees 58 minutes 51 seconds West, along the north line of said Royal Lane, a distance of 1197.35 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 24 minutes 55 seconds West, continuing along the north line of said Royal Lane, a distance of 371.61 feet to a 1/2 inch iron rod set for corner, said point being the beginning of a curve to the left having a radius of 509.00 feet, a delta angle of 09 degrees 09 minutes 36 seconds, and a chord bearing and distance of North 86 degrees 00 minutes 18 seconds West, 81.29 feet;

THENCE in a northwesterly direction along said curve to the left, and continuing along the north line of said Royal Lane, an arc distance of 81.37 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 24 minutes 55 seconds West, continuing along the north line of said Royal Lane, a distance of 200.00 feet to a 1/2 inch iron rod set for corner, said point being at the intersection of the north line of said Royal Lane and east line of Colwell Boulevard (a variable width right-of-way) same point being the beginning of a curve to the right having a radius of 120.00 feet, a delta angle of 89 degrees 59 minutes 05 seconds, and a chord bearing and distance of North 45 degrees 35 minutes 33 seconds West, 169.68 feet;

THENCE in a northwesterly direction along said curve to the right, an arc distance of 188.46 feet to a 1/2 inch iron rod set for corner;

THENCE North 00 degrees 36 minutes 01 seconds West, along the east line of said Colwell Boulevard, a distance of 1630.10 feet to a 1/2 inch iron rod set for corner, said point being the beginning of a curve to the right having a radius of 390.00 feet, a delta angle of 09 degrees 22 minutes 00 seconds, and a chord bearing and distance of North 04 degrees 04 minutes 59 seconds East, 63.69 feet;

THENCE in a northeasterly direction along said curve to the right, and continuing along the east line of said Colwell Boulevard, an arc distance of 63.76 feet to a 1/2 inch iron rod set for corner, said point being the beginning of a curve to the left having a radius of 510.00 feet, a delta angle

of 09 degrees 22 minutes 00 seconds, and a chord bearing and distance of North 04 degrees 05 minutes 00 seconds East, 83.28 feet;

THENCE in a northeasterly direction along said curve to the left, and continuing along the east line of said Colwell Boulevard, an arc distance of 83.37 feet to a 1/2 inch iron rod set for corner;

THENCE North 00 degrees 36 minutes 01 seconds West, continuing along the east line of said Colwell Boulevard, a distance of 283.71 feet to a 1/2 inch iron rod set for corner, said point being the beginning of a curve to the right having a radius of 91.00 feet, a delta angle of 99 degrees 14 minutes 39 seconds, and a chord bearing and distance of North 49 degrees 01 minutes 19 seconds East, 138.65 feet;

THENCE in a northeasterly direction along said curve to the right, and continuing along the east line of said Colwell Boulevard, an arc distance of 157.62 feet to a 1/2 inch iron rod set for corner, said point being at the intersection of the south line of La Villita Boulevard (a variable width right-of-way) and the east line of said Colwell Boulevard, same point being the beginning of a curve to the left having a radius of 1366.39 feet, a delta angle of 10 degrees 07 minutes 20 seconds, and a chord bearing and distance of South 86 degrees 25 minutes 02 seconds East, 241.08 feet;

THENCE in a northeasterly direction along said curve to the left, and continuing along the south line of said La Villita Boulevard, an arc distance of 241.40 feet to a 5/8 inch iron rod found for corner, said point being in most northerly northeast corner of said 70.89 acre tract being described and the northwest corner of a tract of land conveyed to Texas Health Resources by deed as recorded in Volume 2003031, Page 10303, Deed Records, Dallas County, Texas;

THENCE South 00 degrees 40 minutes 06 seconds East, along the common line of said Texas Health Resources tract and said 70.89 acre tract of land being described, a distance of 614.35 feet to a 1/2 inch iron rod set for corner, said point being the southwest corner of said Texas Health Resources tract;

THENCE North 89 degrees 19 minutes 54 seconds East, continuing along the common line of said Texas Health Resources tract and said 70.89 acre tract of land being described, a distance of 511.16 feet to a 1/2 inch iron rod set for corner, said point being the beginning of a curve to the left having a radius of 1000.00 feet, a delta angle of 19 degrees 29 minutes 00 seconds, and a chord bearing and distance of North 79 degrees 35 minutes 24 seconds East, 338.41 feet;

THENCE in a northeasterly direction along said curve to the left, an arc distance of 340.05 feet to a 1/2 inch iron rod set for corner;

THENCE North 69 degrees 50 minutes 54 seconds East, continuing along the common line of said Texas Health Resources tract and said 70.89 acre tract of land being described, a distance of 194.20 feet to a 5/8 inch iron rod found for corner, said point being the beginning of a curve to the left having a radius of 30.00 feet, a delta angle of 89 degrees 28 minutes 18 seconds, and a chord bearing and distance of North 24 degrees 36 minutes 50 seconds East, 42.23 feet;

THENCE in a northeasterly direction along said curve to the left, an arc distance of 46.85 feet to a 5/8 inch iron rod found for corner, said point being in the westerly line of said Riverside Drive, same point being the southeast corner of said Texas Health Resources tract and the northeast corner of said 70.89 acre tract of land being described;

THENCE South 20 degrees 09 minutes 06 seconds East, along the westerly line of said Riverside Drive, a distance of 617.55 feet to a 1/2 inch iron rod set for corner;

THENCE South 16 degrees 17 minutes 26 seconds East, continuing along the westerly line of said Riverside Drive, a distance of 727.68 feet to a 1/2 inch iron rod set for corner;

THENCE South 20 degrees 09 minutes 06 seconds East, continuing along the westerly line of said Riverside Drive, a distance of 541.41 feet to the POINT of BEGINNING and containing 3,088,109 square feet or 70.89 acres of land.

Schedule 1 to Supplementary Declaration No. 214 – FRAM (Site V)
509895 000013 DALLAS 2084835.2 clc 12/15/06

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Cynthia Figueroa Calhoun

Cynthia Figueroa Calhoun, County Clerk
Dallas County TEXAS

December 20 2006 12:15 PM

FEE: \$ 64.00

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