

DECLARATION

LAS COLINAS AREA I  
DALLAS COUNTY, TEXAS

THIS DECLARATION, MADE THIS 27<sup>th</sup> DAY OF August,  
1973, by LAS COLINAS CORPORATION, hereinafter called Declarant.

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Article I, Section 2, of this Declaration; and

WHEREAS, Declarant desires to subject the real property described in Article I, Section 2 hereof to the covenants, restrictions, charges and liens hereinafter set forth; and

WHEREAS, the Las Colinas Association has been incorporated under the Laws of the State of Texas as a nonprofit corporation, and has been granted powers of administering and enforcing the said covenants, restrictions, charges, and liens and disbursing the assessments and charges hereinafter created;

NOW, THEREFORE, LAS COLINAS CORPORATION, Declarant, declares that the real property described in Article I, Section 2, and such additions thereto as may hereafter be made pursuant to Article I, Section 3, hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, charges and liens hereinafter set forth.

ARTICLE I

GENERAL

Section 1. Definition. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

1001 AUG 28 1973

- a. "Association" shall mean and refer to the Las Colinas Association.
- b. "The Properties" shall mean and refer to the real property (including improvements) described in Section 2 hereof, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Section 3 hereof.
- c. "Common Properties" shall mean and refer to those areas of land shown on any recorded plat or its equivalent of The Properties or any portion thereof filed or approved by Declarant and identified thereon as "Common Properties of the Las Colinas Association".
- d. "Declarant" shall mean and refer to Las Colinas Corporation and its successors and assigns and shall include any person or entity to which Declarant may assign its rights and privileges, duties, and obligations hereunder, which are and shall be assignable.
- e. "Area", when followed by a roman numeral, shall mean and refer to a specific portion of The Properties, the exact geographic location of which shall have been described and defined either in Exhibit "A" referred to in Section 2 of this Article I or in one of the Supplementary Declarations provided for in Section 3 of this Article I.

Section 2. Property Subject to Declaration. The real property covered by this Declaration is described in Exhibit "A" attached hereto and incorporated herein by reference. For purposes of this Declaration such real property is designated as Area I. All of The Properties and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth herein.

Section 3. Additions to Property Subject to Declaration. Additional property may become subject to this Declaration in the following manner:

- a. If Declarant or any other person, firm or corporation is the owner of any property which it desires to add to the scheme of this Declaration, it may do so by filing of record a Supplementary Declaration, which shall extend the scheme of the covenants and of this Declaration to such

property, PROVIDED HOWEVER, that such covenants and restrictions as applied to the property which is so added may be altered or modified by said Supplementary Declaration, and PROVIDED FURTHER, if property is added to the scheme of this Declaration by any person, firm, or corporation other than Declarant, the Association, acting through its Board of Directors, must give written consent thereto. Properties may be added to the scheme of this Declaration if such properties are within the boundaries set out in Exhibit "A" attached hereto and incorporated herein by reference, whether or not such properties are contiguous to the properties covered by this Declaration. Each Supplementary Declaration shall include a geographical description of the property added and shall designate said area with the term "Area" followed by a roman numeral so as to differentiate each respective area from other areas within The Properties.

- b. Such Supplementary Declaration shall contain covenants and restrictions to which the added properties shall be subject. Such covenants and restrictions may contain additions, deletions, and modifications from those contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within "Area I", nor revoke, modify, or add to the covenants established by previously filed Supplementary Declarations within previously designated "Areas", nor shall such Supplementary Declaration in any way change the provisions of Articles I, II, III, IV, VI, VII, and VIII.
- c. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to The Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to The Properties except as hereinafter provided.

ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS  
IN THE ASSOCIATION

Section 1. Membership. Each and every person, persons or legal entity who shall own any lot, tract, or parcel of land in The Properties, shall automatically be a member of the Association, PROVIDED that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a member.

Section 2. Classes of Voting Members. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those members described in Section 1 hereof with the exception of Las Colinas Corporation. Class A members shall be entitled to one vote for each one hundred dollars (\$100.00), or major fraction thereof, of value of that portion of The Properties owned by each such member as assessed by the City of Irving, Texas, for ad valorem tax purposes for the preceding year. When two or more persons or entities hold undivided interests in any part of The Properties, all such persons or entities shall be Class A members, and the vote for such part of The Properties shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each one hundred dollars (\$100.00), or major fraction thereof, of value of the part of The Properties in which such members own undivided interests.

Class B. The Class B member shall be Las Colinas Corporation. The Class B member shall be entitled to ten (10) votes for each one hundred dollars (\$100.00), or major fraction thereof, of value of that portion of The Properties owned by it as assessed by the City of Irving, Texas, for ad valorem tax purposes for the preceding year, PROVIDED, HOWEVER, that from and after December 31, 1990, notwithstanding any other provision of this Article, the Class B

member shall be entitled to only one vote for each one hundred dollars (\$100.00), or major fraction thereof, of value of that portion of The Properties owned by it as assessed by the City of Irving, Texas, for ad valorem tax purposes for the preceding year.

In the event that the Class A and/or Class B members own any portion of The Properties not in the City of Irving, Texas, then the value of such property, for voting purposes under this Section shall be based on the value as assessed by the County of Dallas, Texas, for ad valorem tax purposes. Voting rights may be assigned, in whole or in part, as such rights relate to a particular tract of land, to a lessee holding a ground lease on such particular tract of land, PROVIDED that the primary term of such ground lease is for a period of not less than forty (40) years.

### ARTICLE III

#### ASSESSMENTS

Section 1. Covenants for Assessments. The Declarant for each lot, tract or parcel of land owned by it within The Properties, hereby covenants, and each purchaser of any such lot, tract or parcel of land by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual assessments or charges (as specified in Section 3 hereof); (2) special assessments for capital improvements (as specified in Section 4 hereof), all of such assessments to be fixed, established, and collected from time to time as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety, and welfare of the owners of The Properties, or any part thereof, and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Annual Assessment. Each owner of any part of The Properties shall pay to the Association an annual

assessment of thirty cents (\$0.30) per one hundred dollars (\$100.00) of value of that portion of The Properties so owned, as assessed by the City of Irving, Texas, (or the County of Dallas, Texas, if outside the City of Irving) for ad valorem tax purposes for the preceding year. The rate of annual assessment may be increased by vote of the membership of the Association, as provided in Section 5 hereof. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. The Association may not accumulate a surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as above defined) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus.

Section 4. Special Assessments. In addition to the annual assessments authorized by Section 3 hereof, the Association may, by vote of its members as set out in Section 6 hereof, levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in its Articles of Incorporation.

Section 5. Vote Required for Increase in Rate of Annual Assessment. The increase in the rate of the annual assessment as authorized by Section 3 hereof must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Vote Required for Special Assessment.

The Special Assessment authorized by Section 4 hereof must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. Commencement Date of Annual Assessment.

The first annual assessment provided for herein shall commence with the year 1975 and shall continue thereafter from year to year.

Section 8. Due Date of Assessments. The first annual assessment shall become due and payable on July 1, 1975, and shall be considered delinquent if not paid by July 31, 1975. The assessments for any year after 1975 shall become due and payable on July 1 of such year and delinquent if not paid by July 31 of such year. The due date and delinquent date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Owner's Personal Obligation for Payment of Assessments. The annual and special assessments provided for herein shall be the personal and individual debt of the owner of the property covered by such assessments. No owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the owner of the property shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorney's fees.

Section 10. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 9 hereof and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien

and charge on the property covered by such assessment, which shall bind such property in the hands of the owner, and his heirs, devisees, personal representatives, and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement of the property in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Association. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Dallas County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 8 above and may be enforced by the foreclosure of the defaulting owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of The Properties, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.



Section 11. Common Properties Exempt. All Common Properties as defined in Article I, Section 1c hereof, and any common properties of any other association designated on any recorded plat filed by Declarant, and all portions of The Properties owned by or otherwise dedicated to any political subdivision, including the Dallas County Municipal Utility District Number 1, shall be exempted from the assessments and lien created herein.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Designation of Committee. The Association shall have an Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, and who shall be appointed by the Board of Directors of the Association. Until December 31, 1990, the appointment of the members of the Architectural Control Committee must be approved by Declarant, and any and all members of such committee may be removed by the Board of Directors and/or the Declarant without cause. After such date, the Board of Directors shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

Section 2. Function of Architectural Control Committee. No improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications, in such form and detail as the Architectural Control Committee may deem necessary, shall have been submitted to and approved in writing by such committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

Section 3. Content of Plans and Specifications. The plans and specifications to be so submitted and approved shall

include the following (except that items i, j, and k need not be furnished for single family dwellings):

- a. A topographical plot showing existing contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the lot contours is contemplated.
- b. Exterior elevations.
- c. Exterior materials, colors, textures, and shapes.
- d. Structural design.
- e. Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover.
- f. Parking area and driveway plan.
- g. Screening, including size, location, and method.
- h. Utility connections.
- i. Exterior illumination, including location and method.
- j. Fire protection system.
- k. Signs, including size, shape, color, location, and materials.

Section 4. Definition of "Improvement". Improvement shall mean and include all buildings, and roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, ponds, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any new exterior construction or exterior improvement exceeding \$5,000.00 in cost which may not be included in any of the foregoing. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

Section 5. Basis of Approval. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony

of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants.

Section 6. Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove such plans and specifications or to reject them as being inadequate within sixty (60) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications, EXCEPT that the Architectural Control Committee has no right or power, either by action or failure to act, to waive or grant any variances specifically reserved to Declarant in Article V hereof. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 7. Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of such committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

#### ARTICLE V

##### PROTECTIVE COVENANTS

Section 1. Covenants Applicable to Area I. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to Area I of The Properties:

a. Use Limitations. Sites in Area I may be used for office buildings and related facilities. With the prior written approval of Declarant, such sites may be used for

multi-family residential dwellings or for hotel or conference center (with related restaurants and retail sales facilities) use. Only one such hotel or conference center may be so approved in Area I. In addition, sites in Area I that are located between State Highway 114 and Fuller Drive may be used for restaurants and retail sales facilities (including but not limited to gasoline service stations) with the prior written approval of Declarant, except that no gasoline service station may be located at the southwest corner of the intersection of Fuller Drive and State Highway 114. The following uses of sites in Area I are not permitted:

- (1) Warehousing and manufacturing.
- (2) Single family detached residential dwellings.
- (3) Any use which involves a noxious odor or an excessive noise level.
- (4) Any use contrary to law or which violates any section of this Article V.
- (5) Overnight parking of campers, mobile homes, boats, trailers, or motor homes.
- (6) Any use which involves the raising, breeding, or keeping of any animals or poultry.

b. Minimum Setback Lines. No structure of any kind and no part thereof shall be placed within these setback lines:

- (1) 25 feet from any golf course frontage or golf club property;
- (2) 25 feet from any common area greenway paralleling any golf course or golf club property;
- (3) 50 feet from John W. Carpenter Freeway (State Highway 114) service road right of way;
- (4) 30 feet from any other public street property line;
- (5) 10 feet from any interior property line.

The following improvements are expressly excluded from this restriction:

- (1) Structures below and covered by the ground;
- (2) Steps, walks, driveways, and curbing;
- (3) Planters, walls, fences or hedges, not to exceed 4 feet in height;
- (4) Landscaping;

2 VOL 2.12  
PAGE 1012

- (5) Any other improvement approved in writing by Declarant. Roofed structures, other than the following may in no event be so approved:

- i. guardhouses;
- ii. gate houses;
- iii. gasoline service stations (between Fuller Drive and State Highway 114); and
- iv. relatively minor encroachments of adequately screened parking structures.

c. Parking Areas. Parking areas shall

- (1) Be curbed, guttered and paved with 5" reinforced concrete or with 5" asphaltic concrete; both the reinforced concrete and the asphaltic concrete shall be placed on a 6" lime stabilized base.
- (2) Have a maximum grade slope of 5%.
- (3) Not be provided in front of any building line fronting a street.
- (4) Be adequately screened by use of berm, trees, landscaping or other means acceptable to the Committee.
- (5) Be sufficient to accommodate all parking needs for employees, visitors, and company vehicles, without the use of on-street parking. If parking needs increase, additional off-street parking shall be provided by the owner. There shall be provided at least 2.5 parking spaces per residential dwelling unit. In no event shall less than one parking space be provided for each of the following, as applicable:
  - i. 300 gross square feet of office space;
  - ii. 250 gross square feet of banking or retail store space;
  - iii. each hotel or motel guest room;
  - iv. each 2-1/2 restaurant or club seats;
  - v. each 3-1/2 theatre, auditorium or assembly seats.

Declarant may grant exceptions to and/or variations from any part of paragraph c of this Section 1, provided that any such variations and/or exceptions must be in writing.

d. Driveways. Driveways shall

- (1) Not intersect roads, streets or thoroughfares within 30 feet of intersections.
- (2) Be constructed as specified in "2a" above except that reinforced concrete shall be used in construction between building lines and streets.

6 VOL 1 P. 12  
73166 1A13

(3) Have a minimum width of 12 feet.

e. Signs. All signs must be approved by the Architectural Control Committee in writing prior to installation.

Normally, such approval will be limited to those signs which:

- (1) Identify the name and business of the occupant or which offer the premises for sale or for lease.
- (2) Are not of an unusual size or shape when compared to the building or buildings on the premises.
- (3) Do not project above the roof line of a building or in front of the setback line.
- (4) Do not block or detract from adjacent property.
- (5) Preserve the quality and atmosphere of the area.

Signs of a flashing or moving character and inappropriately colored signs will not be permitted. The Association shall have the right to enter on and to remove any sign erected without such written approval.

f. Landscaping. Landscaping shall

- (1) Be required on all sites contemporaneously with completion of other improvements, but in no event later than 180 days after first occupancy or completion of buildings, whichever shall first occur.
- (2) Conform to a landscaping plan approved by the Committee pursuant to Article IV hereof.

Normally, such approval will be limited to landscaping plans which:

- i. Provide automatic underground sprinkling systems for all landscaped areas;
- ii. Do not obstruct sight lines at street or driveway intersections;
- iii. Preserve existing trees to the extent practical;
- iv. Include at least one tree for each 4500 square feet of area between building lines and street property lines;
- v. Permit reasonable access to public and private utility lines and easements for installation and repair;

g. Screening.

- (1) Storage areas, incinerators, storage tanks, trucks based on the premises, roof objects (including fans, vents, cooling towers, skylights and all roof mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings or otherwise completely screened from public view in a manner and at a location approved in writing by the Architectural Control Committee. Such screening would normally include landscaping or permanent fences of solid materials and be located as far from property lines as reasonably possible.
- (2) No antenna or tower shall be erected on any property for any purpose without prior written approval from the Architectural Control Committee.
- (3) Any and all lines and/or wires for communication or for transmission of sound or current, not within a building, shall be constructed or placed and maintained underground.

h. Loading Docks and Areas.

- (1) Loading docks and areas shall not be located on the street side of any building or structure, except that the Architectural Control Committee may approve such location in writing (subject to express screening requirements) on one street side of corner buildings or structures.
- (2) Loading areas may not encroach setback areas, except that Declarant may approve such encroachment in connection with the approval of street side loading areas for corner buildings as described in the preceding paragraph.
- (3) Loading docks and areas shall be screened in a manner approved in writing by Declarant, considering such things as location (street side, rear or golf course side) and views from adjacent and nearby properties.
- (4) Loading docks and areas shall not be within 50 feet of any golf course frontage, golf club or greenway frontage parallel to any golf course.

i. Exterior Illumination. Illumination will be required on all exterior walls facing streets or proposed streets and for all parking areas and walkways between buildings and parking areas unless otherwise waived or modified by Declarant in writing. Such illumination must conform to plans approved in writing by the Architectural Control Committee pursuant to Article IV hereof.

j. Construction Standards.

- (1) All building sides must be faced with face brick or stone, or with such other quality face materials as may be approved in writing by the Architectural Control Committee. Windows shall not be glazed or reglazed with mirrored or reflective glass without prior written approval of the Architectural Control Committee.
- (2) Construction must conform to plans and specifications approved in writing by the Architectural Control Committee pursuant to Article IV hereof. Normally, such approval will be limited to those plans which:
  - i. Do not include wooden frames;
  - ii. Provide adequate fire protection systems;
  - iii. Provide for all underground utilities (public and private);
  - iv. Preserve the quality and atmosphere of the area and do not detract from adjacent property;
  - v. Do not include exterior fire escapes;
  - vi. Do not make extensive use of reflective or mirrored glass.
- (3) Each dwelling unit shall contain a trash compactor and a water flushing garbage grinder disposal.
- (4) Each commercial building, complex of buildings, or separate commercial business enterprise shall have a trash compactor on the premises adequate to handle the trash and waste items generated, manufactured, or acquired thereon by such commercial activities. The sorting, handling, moving, storing, removing, and disposing of all such waste materials must be housed or screened in a manner approved in writing by the Architectural Control Committee. All facilities and plans for the disposal of wastes other than by public sewerage methods (such as shredding, compaction, incineration, reclamation, or chemical dissolution) must be approved in writing by the Architectural Control Committee.
- (5) Each kitchen facility within a commercial building or complex of buildings shall contain a water flushing garbage grinder disposal.
- (6) No excavation shall be made except in conjunction with construction of an improvement. When such improvement is completed, all exposed openings shall be back filled and graded.
- (7) Once commenced, construction shall be diligently pursued to the end that it may not be left in a partly finished condition any longer than reasonably necessary.

4 101 7.17

73163 1016



## ARTICLE VI

### MAINTENANCE

Section 1. Duty of Maintenance. Owners and occupants (including lessees) of any part of The Properties shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of The Properties so owned or occupied, including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing.
- c. Tree and shrub pruning.
- d. Watering.
- e. Keeping exterior lighting and mechanical facilities in working order.
- f. Keeping lawn and garden areas alive, free of weeds, and attractive.
- g. Keeping parking areas, driveways, and roads in good repair.
- h. Complying with all government health and police requirements.
- i. Striping of parking areas and repainting of improvements.
- j. Repair of exterior damages to improvements.

Section 2. Enforcement. If, in the opinion of the Association any such owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.

The owners and occupants (including lessees) of any part of The Properties on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such owner or occupant shall fail to reimburse the Association within 30 days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against that portion of The Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article III, Section 10 above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE VII  
COMMON PROPERTIES

Section 1. Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every member of the Association shall have a right and easement of enjoyment in and to the Common Properties.

Section 2. Title to Common Properties. Declarant shall convey ownership of the Common Properties to the Association which shall be responsible for their operation and maintenance, within five years after their designation as such in accordance with Article I, Section 1c above.

Section 3. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Properties;
- (b) The right of the Association to sell and convey the Common Properties, or any part thereof,

43166 1918

provided such sale or conveyance is approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting;

- (c) The right of the Association to borrow money for the purpose of improving the Common Properties, or any part thereof, and to mortgage the Common Properties, or any part thereof;
- (d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties, or any part thereof, against foreclosure;
- (e) The right of the Association to suspend the easements of enjoyment of any member of the Association during which time any assessment levied under Article III hereof remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

#### ARTICLE VIII

##### MISCELLANEOUS PROVISIONS

Section 1. Duration. This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every owner of any part of The Properties, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including December 31, 2023, after which time said covenants shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting; PROVIDED, HOWEVER, that no such change shall be effective until

one (1) year following the vote referred to above, nor shall any such change be effective prior to the recording of a certified copy of such resolution in the Deed Records of Dallas County, Texas.

Section 2. Amendment. Article V and VI of this Declaration may be amended or terminated at any time by sixty percent (60%) of the total eligible votes of the membership of the Association as defined in Article II hereof, with both classes of the membership voting together. All other Articles may be amended or terminated prior to January 1, 1991, by sixty percent (60%) of the total eligible votes of each class of voting members voting separately. Thereafter, all Articles may be amended or terminated at any time by sixty percent (60%) of the total eligible votes of the membership voting together. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to December 31, 1990. Any such amendment or termination shall become effective when an instrument is filed for record in the Deed Records of Dallas County, Texas, with the signatures of the requisite number of the owners of The Properties (and the signature of Declarant if prior to December 31, 1990).

Section 3. Enforcement. The Association shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in any Declaration hereafter filed by Declarant or any subsequent owner. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

Section 5. Notice. Wherever written notice to a member (or members) is permitted or required hereunder, such shall be given by the mailing of such to the member at the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

Section 6. Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

EXECUTED as of the day and year first written above

LAS COLINAS CORPORATION

By P. Earl G. Ruff  
Its President

ATTEST:

*Assistant*

Secretary

STATE OF TEXAS )

COUNTY OF DALLAS )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Ernest O. Perry, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LAS COLINAS CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of August, 1973.

Patsy Ruth Reese  
Notary Public In and For  
Dallas County, Texas

EXHIBIT "A" TO DECLARATION  
LAS COLINAS AREA I  
DALLAS COUNTY, TEXAS

FIELD NOTES

BEING A TRACT OF LAND SITUATED IN THE JOHN COX SURVEY, ABSTRACT NO. 219,  
AND THE MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 1056, IN DALLAS COUNTY,  
TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOR A CORNER IN THE WEST LINE OF STATE HIGHWAY  
NO. 114, SAME ALSO BEING THE INTERSECTION OF THE NORTH LINE OF O'CONNOR  
ROAD WITH THE WEST LINE OF STATE HIGHWAY NO. 114, AS RELOCATED BY DEED  
RECORDED IN VOLUME 488, PAGE 0077, OF THE DEED RECORDS OF DALLAS COUNTY,  
TEXAS:

THENCE IN A NORTHERLY DIRECTION WITH THE WEST LINE OF STATE HIGHWAY NO. 114,  
AS FOLLOWS:

NORTH 42 DEGREES 34 MINUTES 30 SECONDS WEST 21.49 FEET,  
NORTH 34 DEGREES 34 MINUTES 30 SECONDS WEST 255.63 FEET,  
NORTH 30 DEGREES 11 MINUTES 30 SECONDS WEST 282.30 FEET,  
NORTH 21 DEGREES 49 MINUTES 29 SECONDS WEST 659.72 FEET,  
TO A POINT OF CURVATURE,  
THENCE 244.20 FEET WITH A CURVE TO THE RIGHT OF CENTRAL ANGLE  
OF 13 DEGREES 33 MINUTES 38 SECONDS, A RADIUS OF 3939.72  
FEET AND A FORWARD TANGENT THAT BEARS NORTH 29 DEGREES  
16 MINUTES 29 SECONDS WEST,  
NORTH 00 DEGREES 58 MINUTES 30 SECONDS WEST 779.85 FEET,

THENCE SOUTH 56 DEGREES 55 MINUTES 30 SECONDS WEST 1,093.08 FEET, TO A  
POINT OF CURVATURE,

THENCE IN A SOUTHWESTERLY DIRECTION 463.75 FEET WITH A CURVE TO THE LEFT OF  
CENTRAL ANGLE OF 25 DEGREES 55 MINUTES 30 SECONDS AND A RADIUS OF 1,025.00  
FEET,

THENCE SOUTH 31 DEGREES 00 MINUTES WEST 134.10 FEET,

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS 000.0 FEET,

THENCE SOUTH 0 DEGREES 20 MINUTES WEST 230.0 FEET,

THENCE SOUTH 35 DEGREES 00 MINUTES WEST 180.0 FEET,

THENCE SOUTH 40 DEGREES 00 MINUTES WEST 70.0 FEET,

THENCE SOUTH 30 DEGREES 00 MINUTES EAST 150.0 FEET,

THENCE SOUTH 10 DEGREES 00 MINUTES EAST 200.0 FEET,

THENCE SOUTH 8 DEGREES 57 MINUTES WEST 344.03 FEET,

THENCE IN A WESTERLY DIRECTION 36.3 FEET WITH A CURVE TO THE RIGHT OF CENTRAL  
ANGLE OF 4 DEGREES 14 MINUTES 40 SECONDS AND A RADIUS OF 490.01 FEET,

THENCE SOUTH 27 DEGREES 51 MINUTES 30 SECONDS WEST 100.0 FEET,

THENCE IN A EASTERLY DIRECTION 437.62 FEET WITH A CURVE TO THE LEFT OF CENTRAL  
ANGLE OF 42 DEGREES 30 MINUTES AND A RADIUS OF 590.01 FEET,

THENCE NORTH 75 DEGREES 21 MINUTES 30 SECONDS EAST 105.0 FEET,

WILLIAM F. COX  
73166 1023

THENCE IN A SOUTHEASTERLY DIRECTION 412.17 FEET WITH A CURVE TO THE RIGHT  
OF CENTRAL ANGLE OF 75 DEGREES 00 MINUTES AND A RADIUS OF 314.90 FEET,

THENCE SOUTH 29 DEGREES 38 MINUTES 30 SECONDS EAST 330.0 FEET, TO A POINT  
IN THE NORTH LINE OF O'CONNOR ROAD,

THENCE WITH THE NORTH LINE OF O'CONNOR ROAD AS FOLLOWS:

NORTH 60 DEGREES 21 MINUTES 30 SECONDS EAST 678.84 FEET TO  
A POINT OF CURVATURE,

IN A NORTHEASTERLY DIRECTION 188.94 FEET WITH A CURVE TO  
THE LEFT OF CENTRAL ANGLE OF 9 DEGREES 56 MINUTES AND  
A RADIUS OF 1,095.71 FEET,

NORTH 50 DEGREES 25 MINUTES 30 SECONDS EAST 660.02 TO THE  
POINT OF BEGINNING.

CONTAINING 110.1457 ACRES OF LAND.

WILLIAM F. 17

WILLIAM 1881



EXHIBIT "B" TO  
DECLARATION  
LAS COLINAS AREA I  
DALLAS COUNTY, TEXAS

Land situated in any or all of the following surveys located in Dallas County, Texas may become subject to the Declaration, referenced above, in the manner prescribed in Article II, Section 2 thereof.

<u>SURVEY</u>	<u>ABSTRACT NO.</u>
H. Cousy	319
Armstrong	30
HRS. S.T. Brown	50
J. F. Chenowith	267
H. Vail	1506
W. E. Ferguson	490
B.B.B. & C.R.P.	197
B. B. B. & C. R. P.	196
R. W. Fryer	491
HRS. W. Kingswell	737
W. P. Shahan HRS.	1337
S. P. Brown	164
A. Hernandez	550
O. Glass	537
C. Squires	1322
J. Bryan	173
J. L. Whitman	1521
S. Layton	784
F. Jones	674
S. A. & H. G. R. P.	1450
S. A. & H. G. R. R.	1433
E. H. Herndon	666
D. W. Barnett	216
J. Moore	908
T. A. Glass	1665
J. E. Fields	487
J. Spoon	1632
A. Fyke	481
L. Kelly	1628
E. J. Goodwin	538
Kuhn	729
A. Hernandez	551
B. B. B. & C. R. R.	214
W. Bennett	147
S. C. Wheeler	1597
S. L. W. Foreman	472
A. Moore	909
McKinney & Williams	1056

VOL. 11, 12

73166 1025

SURVEYABSTRACT NO.

E. Crockett	217
W. D. Downing	391
W. Babbitt	155
J. W. Johnson	1640
HRS. F. Jones	1620
S. P. Bird	176
G. M. Clark	371
J. Cox	219
A. W. Carter	377
S. A. & P. G. R. R.	1452
J. McCants	934
S. Fisher	471
W. B. Laughlin	766
J. Preston	1160
J. H. Cole	372
J. H. Cole	373
J. Spoon	1328
J. Pean	146
McKinney & Williams	1067
W. U. Morris	994

WOL 1717

73168 1036

## CORRECTION TO DECLARATION

This Correction to Declaration is made this 8th day of August, 1977, by  
LAS COLINAS CORPORATION, a Texas corporation, hereinafter called  
"Declarant".

WITNESSETH:

WHEREAS, on August 22, 1973, Declarant executed a Declaration (the  
"Declaration") applicable to certain real property more particularly described  
therein, such property located in or adjacent to the City of Irving, County of  
Dallas, State of Texas; and

WHEREAS, the Declaration was recorded in Volume 73166, Page 1001 of  
the Deed of Records of Dallas County, Texas; and

WHEREAS, Article 1, Section 3 of the Declaration permits the addition of  
additional property to the scheme thereof provided such additional property lies  
within the boundaries of the property described in Exhibit "B" to the Declaration;  
and

WHEREAS, said Exhibit "B" is a list of certain surveys located in Dallas  
County, Texas, and was prepared from survey maps furnished to Declarant by  
the City of Irving, Texas, by listing all of the surveys shown thereon for the  
area intended by Declarant to be within the area to which the scheme of the  
Declaration could be extended; and

WHEREAS, such survey maps were incorrect in that they did not show the  
F. Bowles Survey, Abstract No. 1701, which survey is entirely surrounded by  
surveys listed in said Exhibit "B" and would have been included in the surveys  
listed in said Exhibit "B" had such survey maps been accurate; and

WHEREAS, Declarant desires to correct its inadvertent error by adding  
said survey to the surveys listed in said Exhibit "B";

NOW THEREFORE, Declarant hereby declares that Exhibit "B" to the  
Declaration is hereby corrected, effective as of August 23, 1973, by adding  
to the list of surveys contained therein the following survey:

F. BOWLES SURVEY; ABSTRACT NO. 1701

The Declaration, except as expressly corrected hereby, remains in full force and effect and is hereby ratified and confirmed.

EXECUTED on the day and year first above written.

LAS COLINAS CORPORATION

BY: Ernest O. Perry, Jr.  
Ernest O. Perry, Jr., President

ATTEST:

Rhodes S. Baker III  
Rhodes S. Baker, III  
Assistant Secretary

STATE OF TEXAS       )  
                              )  
COUNTY OF DALLAS    )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Ernest O. Perry, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LAS COLINAS CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5<sup>th</sup> day of August, 1977.



Henry A. [Signature]  
Notary Public, In and For  
Dallas County, Texas

## SECOND CORRECTION TO DECLARATION

1.00 00  
2 06/22

This Correction to Declaration is made this 19th day of June, 1979, by LAS COLINAS CORPORATION, a Texas corporation, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, on August 22, 1973, Declarant executed a Declaration (the "Declaration") applicable to certain real property more particularly described therein, such property located in or adjacent to the City of Irving, County of Dallas, State of Texas; and

WHEREAS, the Declaration was recorded in Volume 73166, Page 1001, of the Deed Records of Dallas County, Texas; and

WHEREAS, the Declaration was corrected by a Correction to Declaration dated August 8, 1977, and recorded in Volume 77154, Page 1096, Deed Records, Dallas County, Texas; and

WHEREAS, Article 1, Section 3 of the Declaration permits the addition of additional property to the scheme thereof provided such additional property lies within the boundaries of the property described in Exhibit "B" to the Declaration; and

WHEREAS, said Exhibit "B" is a list of certain surveys located in Dallas County, Texas, and was prepared from survey maps furnished to Declarant by the City of Irving, Texas, by listing all of the surveys shown thereon for the area intended by Declarant to be within the area to which the scheme of the Declaration could be extended; and

WHEREAS, in preparing such list Declarant inadvertently omitted the two surveys listed below, which surveys are contiguous to those surveys listed in said Exhibit "B"; and

WHEREAS, Declarant desires to correct its inadvertent error by adding said surveys to the surveys listed in said Exhibit "B";

NOW, THEREFORE, Declarant hereby declares that Exhibit "B" to the Declaration is hereby corrected, effective as of August 23, 1973, by adding to the list of surveys contained therein the following surveys:

I. & G. N. R. R. COMPANY SURVEY, ABSTRACT NO. 1624;

W. T. CAMPBELL SURVEY, ABSTRACT NO. 1663.

2012: 07/13

The Declaration, except as expressly corrected hereby, remains in full force and effect and is hereby ratified and confirmed.

EXECUTED on the day and year first above written

ATTEST:

LAS COLINAS CORPORATION

B. Caneklinke  
Secretary

BY: Ernest O. Perry, Jr.  
Ernest O. Perry, Jr., President

STATE OF TEXAS     I  
                              I  
COUNTY OF DALLAS   I

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ernest O. Perry, Jr., President of LAS COLINAS CORPORATION, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 19 day of  
June, 1979.

Fatsy Ruth Reese

Notary Public in and for  
said County and State.

My commission expires:

2-28-81

FATSY RUTH REESE, Notary Public  
in and for Dallas County, Texas  
My Commission Expires

7/1/79 07:30

THIRD CORRECTION TO DECLARATION

This Third Correction to Declaration is made this 1st day of March,  
1982, by LAS COLINAS CORPORATION, a Texas corporation, hereinafter called "Declarant".  
W I T N E S S E T H: 1984 5.00 DEED 1 04/12/82

WHEREAS, On August 22, 1973, Declarant executed a Declaration (the "Declaration") applicable to certain real property more particularly described therein, such property located in or adjacent to the City of Irving, County of Dallas, State of Texas; and

WHEREAS, the Declaration was recorded in Volume 73166, Page 1001 of the Deed Records of Dallas County, Texas; and

WHEREAS, the Declaration was corrected by a Correction to Declaration dated August 8, 1977, and recorded in Volume 77154, Page 1096, Deed Records, Dallas County, Texas; and

WHEREAS, the Declaration was corrected by a Second Correction to Declaration, dated June 19, 1979, and recorded in Volume 79122, Page 0749 of the Deed Records of Dallas County, Texas; and

WHEREAS, Article 1, Section 3 of the Declaration permits the addition of additional property to the scheme thereof provided such additional property lies within the boundaries of the property described in Exhibit "B" to the Declaration; and

WHEREAS, said Exhibit "B" is a list of certain surveys located in Dallas County, Texas, and was prepared from survey maps furnished to Declarant by the City of Irving, Texas, by listing all of the surveys shown thereon for the area intended by Declarant to be within the area to which the scheme of the Declaration could be extended; and

WHEREAS, in preparing such list Declarant inadvertently omitted the six surveys listed below, which surveys are contiguous to those surveys listed in said Exhibit "B"; and

WHEREAS, Declarant desires to correct its inadvertent error by adding said surveys to the surveys listed in said Exhibit "B";

NOW, THEREFORE, Declarant hereby declares that Exhibit "B" to the Declaration is hereby corrected, effective as of March 1, 1982, by adding to the list of surveys contained therein the following surveys:

<u>Survey</u>	<u>Abstract Number</u>
W. M. Swing	1395
William Irby	667
W. Sprowles	1369
S. P. Brown	158
F. Karns	750
F. Jones	670

82071 3241

The Declaration, except as expressly corrected hereby, remains in full force and effect and is hereby ratified and confirmed.

EXECUTED on the day and year first above written.

LAS COLINAS CORPORATION

ATTEST:

B Can Kluehe  
Secretary

BY:

Richard W. Douglas  
Richard W. Douglas, President

STATE OF TEXAS     I  
                              I  
COUNTY OF DALLAS   I

This instrument was acknowledged before me on 4-6-82  
by Richard W. Douglas, President of Las Colinas Corporation, a Texas corporation,  
on behalf of said corporation.

Gayle Wolford  
Notary Public  
My commission expires 1-25-86

Gayle Wolford, Notary Public, State of Texas  
My Comm. Expires 1-25-86

82071 3245



FIRST AMENDMENT TO CORRECTED  
LAS COLINAS DECLARATION

The Las Colinas Association, a Texas non-profit corporation, in executing this First Amendment to Corrected Las Colinas Declaration certifies and confirms that:

1. A meeting of the membership of the Association was held on April 21, 2014, pursuant to notice duly given in accordance with the Bylaws of the Association and the provisions of Section 2 of Article VIII of the Declaration for the purpose of approving the First Amendment to Corrected Las Colinas Declaration attached herewith.
2. A quorum of the membership of the Association was present at the meeting, either in person or by proxy.
3. To amend any existing Supplementary Declaration, Chapter 215.008(d) of the Texas Property Code states that notwithstanding any provision of the certificate of formation, declaration, or bylaws to the contrary, the declaration and any supplementary declaration, including amendments, modifications, or corrections, may be amended by a simple majority of the eligible votes being cast in favor of the amendment.
4. At the meeting, members holding 60.80% of the total eligible votes of the Association, with both classes of the membership voting together, voted in favor of the First Amendment to Corrected Las Colinas Declaration and, accordingly, such amendment was approved for filing.
5. The members of the Association voting by proxy in favor of the First Amendment to Corrected Las Colinas Declaration have duly appointed William F. Tichy or Carl W. McKee any of them acting alone or together as attorney-in-fact to sign this amendment to the Las Colinas Declaration on behalf of said members. Proxies and Special Powers of Attorney for said members are on file as permanent records of The Las Colinas Association.

THE LAS COLINAS ASSOCIATION

By: Ethan R. Bidne  
Ethan R. Bidne  
President

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on April 21, 2014, by Ethan R. Bidne, President of The Las Colinas Association, a Texas non-profit corporation, on behalf of said corporation.



Janet Paradis  
Notary Public in and for the State of Texas

**FIRST AMENDMENT TO THE  
DECLARATION  
LAS COLINAS AREA I  
DALLAS COUNTY, TEXAS**

This First Amendment to the Declaration, Las Colinas Area I (the "Declaration") is made this 21<sup>ST</sup> day of April, 2014 by THE LAS COLINAS ASSOCIATION, a Texas non-profit corporation, hereinafter called the "Association."

**RECITALS:**

A. The Las Colinas Corporation ("LCC"), a Texas corporation, executed a Declaration [for] Las Colinas Area I (as corrected and supplemented, the "Declaration") on the 22<sup>nd</sup> 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; and

B. The Declaration was filed of record in Volume 73166, Page 1001 et seq. of the Deed Records of Dallas County, Texas; a Correction to Declaration was filed of record in Volume 77154, Page 1096 et seq. of the Deed Records of Dallas County, Texas; a Second Correction to Declaration was filed of record in Volume 79122, Page 0749 et seq. of the Deed Records of Dallas County, Texas; and a Third Correction to Declaration was recorded in Volume 82071, Page 3244 et seq. of the Deed Records of Dallas County, Texas (such Declaration as so corrected being referred to as the "Declaration").

C. Las Colinas Area I, being 110.1457 acres of land as recorded in Volume 73166, Page 1001 et seq. of the Deed Records of Dallas County, Texas, is described more particularly in Exhibit A to Declaration, Las Colinas, Area I, Dallas County, Texas.

D. HH Fuller Drive LP, as the owner of a 12.821 acre tract and a 5.99 acre tract in Area I, as described in Exhibit "B-1" attached hereto (the "Fuller Tract"), has requested an

amendment to Article V, Section 1 of the Declaration to allow single family development upon the Fuller Tract, as further restricted by the restrictions contained in Exhibit "C-1".

E. Section 215.008(d) of the Texas Property Code provides that the Declaration and any supplementary declarations may be amended by a simple majority of the eligible votes of the membership being cast in favor of the amendment.

F. More than fifty percent (50%) of the eligible votes of the membership were cast to approve the following amendment of Article V, Section 1 of the Declaration, after due and proper notice, at a Special Meeting of the Association held on April 21, 2014.

NOW THEREFORE, the Declaration, as amended by this First Amendment to the Declaration, Las Colinas Area I, is hereby amended as follows:

1. That the Fuller Tract which is part of the Original Tract is and shall continue to be subject to the scheme of the Declaration, and is and shall continue to be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, assessments and liens set forth in the Declaration (as modified by this First Amendment to the Declaration).

2. That Article V, Section 1, Subsection (a) entitled "Use Limitations" of the Declaration, Area I, is hereby amended to allow for single family development as to the Fuller Tract only by supplanting the current language:

"Sites in Area I may be used for office buildings and related facilities. With the prior written approval of Declarant, such sites may be used for multi-family residential dwellings or for hotel or conference center (with related restaurants and retail sales facilities) use. Only one such hotel or conference center may be so approved in Area I. In addition, sites in Area I that are located between State Highway 114 and Fuller Drive may be used for restaurants and retail sales facilities (including but not limited to gasoline service stations) with the prior written approval of Declarant, except that no gasoline service station may be located at the southwest corner of the intersection of Fuller Drive and State Highway 114. The following uses of sites in Area I are not permitted:

- (1) Warehousing and manufacturing.
- (2) Single family detached residential dwellings.

- (3) Any use which involves a noxious odor or an excessive noise level.
- (4) Any use contrary to law or which violates any section of this Article V.
- (5) Overnight parking of campers, mobile homes, boats, trailers, or motor homes.
- (6) Any use which involves the raising, breeding, or keeping of any animals or poultry."

with the following:

Sites in Area I may be used for office buildings and related facilities. With the prior written approval of Declarant, such sites may be used for multi-family residential dwellings or for hotel or conference center (with related restaurants and retail sales facilities) use. Only one such hotel or conference center may be so approved in Area I. In addition, sites in Area I that are located between State Highway 114 and Fuller Drive may be used for restaurants and retail sales facilities (including but not limited to gasoline service stations) with the prior written approval of Declarant, except that no gasoline service station may be located at the southwest corner of the intersection of Fuller Drive and State Highway 114. Single family residential dwellings shall be allowed in that portion of Area I identified by Exhibit "B-1" (the Fuller Tract) and further restricted by Exhibit "C-1" with respect to residential single family platted lots. Provided, however, that if a conflict exists between the restrictions placed on a property by Sections 1(b) through 1(i) of the Declaration, and those restrictions found in Exhibit "C-1", the restrictions found in Exhibit "C-1" shall control with regard to all residential single family platted lots located within the area identified by Exhibit "B-1". Parks and open space shall be allowed in that portion of Area I identified by Exhibit "B-1". The following uses of sites in Area I are not permitted:

- (1) Warehousing and manufacturing.

- (2) Single family detached residential dwellings, except for that portion of Area I identified by Exhibit "B-1" (the Fuller Tract) which may have single family detached residential dwellings.
- (3) Any use which involves a noxious odor or an excessive noise level.
- (4) Any use contrary to law or which violates any section of this Article V.
- (5) Overnight parking of campers, mobile homes, boats, trailers, or motor homes.
- (6) Any use which involves the raising, breeding, or keeping of any animals or poultry "

3. Exhibit "B-1" attached to this First Amendment is hereby attached to the Declaration as Exhibit "B-1". Exhibit "C-1" attached to this First Amendment is hereby attached to the Declaration as Exhibit "C-1".

4. The recitals set forth above are hereby adopted by reference and declared to be true and correct.

5. Declaration, Area I, except as expressly amended, as to the Fuller Tract, by First Amendment to the Declaration, Las Colinas Area I, hereby remains in full force and effect and is hereby ratified and confirmed.

EXECUTED as of the day and year first above written.

THE LAS COLINAS ASSOCIATION,  
a Texas non-profit corporation

By: Ethan R. Bidne  
Ethan R. Bidne, President

THE STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the 21<sup>ST</sup> day of  
April, 2014, by Ethan R. Bidne, President of The Las Colinas Association, a  
Texas non-profit corporation, on behalf of such corporation.

Janet Paradis  
Notary Public in and for Dallas County, Texas

My Commission expires:

11-17-2017



**EXHIBIT "B-1"**

**TRACT 1 - LEGAL DESCRIPTION**

BEING a tract of land in the McKinney & Williams Survey, Abstract No. 1058, Dallas County, Texas, and being all of that tract of land described in deed to Hunt Realty Investments, Inc., as recorded in Volume 94248, Page 4432, Deed Records of Dallas County, Texas (D.R.D.C.T.), and also being all of Lot 1, Block A of Las Colinas, Area 1, Revised Thirteenth Installment, an addition to the City of Irving, Texas (hereinafter referred to as the Revised Thirteenth Installment), as recorded in Volume 86021, Page 1056, Plat Records of Dallas County, Texas (P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with a yellow plastic cap stamped "Half" (hereinafter referred to as "with cap"), at the south end of a 25-foot corner clip located at the intersection of the westerly right-of-way line of State Highway 114, John Carpenter Freeway (a variable width right-of-way) with the northwesterly right-of-way line of Fuller Drive (a 60-foot wide right-of-way), said point being at the easterly corner of the Allstate Insurance Company addition, as recorded in Document No. 201000175149, Official Public Records of Dallas County, Texas, (O.P.R.D.C.T.), said point also being on a circular curve to the left having a radius of 800.00 feet and whose chord bears South 45 degrees 19 minutes 59 seconds West, a distance of 633.88 feet;

THENCE Southwesterly along said northwesterly and westerly line of Fuller Drive and along said curve, through a central angle of 46 degrees 40 minutes 38 seconds, for an arc distance of 651.74 feet to a 1/2-inch found iron rod for the POINT OF BEGINNING of the herein described tract, said point being the most southerly corner of Lot 3, Block A of said Allstate Insurance Company Addition, and the northeast corner of said Revised Thirteenth Installment;

THENCE Southerly, continuing along said westerly line of Fuller Drive, and along a curve having a radius of 800.00 feet and a chord bearing of South 06 degrees 47 minutes 10 seconds West, 421.28 feet, through a central angle of 30 degrees 31 minutes 56 seconds, for an arc distance of 676.74 feet to a 1/2-inch set iron rod with cap at the point of tangency;

THENCE South 08 degrees 28 minutes 48 seconds East, continuing along said westerly line, a distance of 25.68 feet to the southeast corner of said Revised Thirteenth Installment, from which a 3/8-inch found iron rod bears South 29 degrees 31 minutes 05 seconds East, a distance of 0.33 feet, said point being the northeast corner of Lot B, of the Las Colinas, Area 1, Eighth Installment addition, as recorded in Volume 80026, Page 1124, D.R.D.C.T.;

THENCE departing said westerly line of Fuller Drive and along the common southerly line of said Revised Thirteenth Installment, and north line of said Eighth Installment, the following calls:

South 84 degrees 33 minutes 02 seconds West, a distance of 313.80 feet to a 1/2-inch found iron rod with cap for corner;

North 20 degrees 19 minutes 38 seconds East, a distance of 400.00 feet to a point for corner from which said point a 1/2-inch found iron rod bears North 29 degrees 31 minutes 48 seconds West, a distance of 0.84 feet;

South 89 degrees 35 minutes 00 seconds West, a distance of 400.00 feet to a point for corner from which a 1/2-inch found iron pipe bears North 34 degrees 24 minutes 32 seconds West, a distance of 0.75 feet, said point being the northwest corner of Lot A of said Eighth Installment, the southwest corner of said Revised Thirteenth Installment, and being on the east line of that tract of land described as "Tract 15" in deed to BF Las Colinas, LP, as recorded in instrument No. 200600326682, O.P.R.D.C.T.;

THENCE departing said common line and along the common westerly line of said Revised Thirteenth Installment, and easterly line of said BF Las Colinas, LP tract the following calls:

North 00 degrees 00 minutes 00 seconds East, a distance of 630.00 feet to a 1/2-inch found iron rod for corner;

North 31 degrees 00 minutes 00 seconds East, a distance of 134.10 feet to the point of curvature of a circular curve to the right having a radius of 1025.00 feet and whose chord bears North 36 degrees 08 minutes 58 seconds East, a distance of 184.00 feet, from which said point a PK Nail found bears North 14 degrees 13 minutes 34 seconds West, a distance of 0.29 feet;

Northerly along said curve, through a central angle of 10 degrees 17 minutes 57 seconds, for an arc distance of 184.25 feet to a point for corner from which said point a 1/2-inch found iron rod bears North 36 degrees 14 minutes 26 seconds West, a distance of 1.94 feet, said point being the most northerly corner of said Revised Thirteenth Installment and the most westerly corner of said Lot 3 of the Allstate Insurance Company addition;

THENCE South 33 degrees 04 minutes 30 seconds East, departing said easterly line, and along the common southwesterly line of Lot 3, and northeasterly line of said Revised Thirteenth Installment, a distance of 811.54 feet to a 1/2-inch set iron rod with cap for corner, from which said point a 3/8-inch found iron rod bears North 22 degrees 42 minutes 57 seconds West, a distance of 0.82 feet;

THENCE South 67 degrees 56 minutes 52 seconds East, continuing along said common line, a distance of 298.67 feet to the POINT OF BEGINNING AND CONTAINING 558,470 square feet or 12.82 acres of land, more or less.



## TRACT 2 - LEGAL DESCRIPTION

BEING a tract of land in the McKinney & Williams Survey, Abstract No. 1056, Dallas County, Texas, and being a part of that tract of land described in deed to CP Fort Worth Limited Partnership, as recorded in Volume 90241, Page 2763, Deed Records of Dallas County, Texas (D.R.D.C.T.), and being all of Lot 3, Block A of the Alistate Insurance Company Addition, an addition to the City of Irving, Texas, as recorded in Document No. 201000175149, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with a yellow plastic cap stamped "Half" (hereinafter referred to as "with cap"), at the south end of a 25-foot corner clip located at the intersection of the westerly right-of-way line of State Highway 114, John Carpenter Freeway (a variable width right-of-way) with the northwesterly right-of-way line of Fuller Drive (a 60-foot wide right-of-way), said point being at the easterly corner of said Alistate Insurance Company addition, said point also being on a circular curve to the left having a radius of 800.00 feet and whose chord bears South 51 degrees 49 minutes 13 seconds West, a distance of 463.83 feet;

THENCE Southwesterly along said northwesterly and westerly line of Fuller Drive and along said curve, through a central angle of 33 degrees 42 minutes 13 seconds, for an arc distance of 470.58 feet to a 1/2-inch found iron rod with cap for the POINT OF BEGINNING of the herein described tract, said point being the most easterly corner of Lot 3, Block A of said Alistate Insurance Company Addition;

THENCE Southerly, continuing along said westerly line of Fuller Drive, and along a curve having a radius of 800.00 feet and a chord bearing of South 28 degrees 28 minutes 54 seconds West, 180.77 feet, through a central angle of 12 degrees 58 minutes 27 seconds, for an arc distance of 181.15 feet to a 1/2-inch found iron rod for corner, being the most southerly corner of said Lot 3, Block A and the northeast corner of Lot 1, Block A of Las Colinas, Area 1, Revised Thirteenth installment, an addition to the City of Irving, Texas (hereinafter referred to as the Revised Thirteenth installment), as recorded in Volume 88021, Page 1056, D.R.D.C.T.;

THENCE North 87 degrees 58 minutes 52 seconds West, departing said westerly line and along the common southwesterly line of Lot 3, and northeasterly line of said Revised Thirteenth installment, a distance of 298.67 feet to a 1/2-inch set iron rod with cap for corner, from which said point a 3/8-inch found iron rod bears North 22 degrees 42 minutes 57 seconds West, a distance of 0.82 feet;

THENCE North 33 degrees 04 minutes 30 seconds West, continuing along said common line, a distance of 811.54 feet to the most westerly corner of said Lot 3, and being on the east line of that tract of land described as "Tract 15" in deed to BF Las Colinas, LP, as recorded in Instrument No. 200600328682, O.P.R.D.C.T., from which said point a 1/2-inch found iron rod bears North 36 degrees 14 minutes 26 seconds West, a distance of 1.94 feet, and being on a non-tangent circular curve to the right having a radius of 1,025.00 feet and whose chord bears North 49 degrees 06 minutes 44 seconds East, a distance of 278.68 feet;

THENCE Northeasterly, departing said common line and along the common west line of said Lot 3 and east line of said BF Las Colinas, LP tract, through a central angle of 15 degrees 37 minutes 34 seconds, an arc distance of 279.55 feet to a point for corner, from which a 5/8-inch found iron rod with BDD cap bears South 29 degrees 57 minutes 22 seconds East, a distance of 0.48 feet;

THENCE North 56 degrees 52 minutes 14 seconds East, continuing along said common line, a distance of 281.90 feet to a 1/2-inch found iron rod with cap for the most northerly corner of said Lot 3;

THENCE South 01 degree 00 minutes 29 seconds East, departing said common line and along the common line between said Lot 3 and Lot 2 of said Allstate Insurance Company addition, a distance of 940.87 feet to a 1/2-inch found iron rod with cap for corner;

THENCE South 47 degrees 10 minutes 34 seconds East, continuing along said common line, a distance of 35.22 feet to an "X" in concrete found for corner;

THENCE North 88 degrees 59 minutes 56 seconds East, continuing along said common line, a distance of 333.57 feet to the POINT OF BEGINNING AND CONTAINING 261,089 square feet or 5.994 acres of land, more or less.

## **EXHIBIT "C-1"**

### **RESTRICTIONS ON SINGLE FAMILY RESIDENTIAL DWELLINGS**

**a. Use Limitations.** Sites In Area I as located within land as described in Exhibit "B-1" (the Fuller Tract) 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) The floor area of the main structure, exclusive of open porches and garages, shall be no less than 1800 square feet.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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. The limitation of two household pets per unit does not apply to single family uses.
- (6) 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 a walled structure.
- (7) No clothesline may be maintained on any lot.
- (8) Except as otherwise permitted by Federal statutes and/or rules and regulations of the Federal Communications Commission, 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 streets and highways.
- (9) Parking on the streets, in the driveways, or on any lot overnight (except where housed completely within an enclosed and roofed structure

approved by the Architectural Control Committee) is prohibited for the following:

Commercial vehicles (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 references to any commercial undertaking or enterprise.)

Trucks over ¾ ton gross weight

Trailers

Mobile homes

Motorboats

Boats

Recreational Vehicles

- (10) 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) below.
- (11) 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 1.a.(11) 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.

b. Minimum Setback Lines.

- (1) No structure of any kind and no part thereof may be placed within these setback lines:
  - (A) 30 feet from Fuller Drive.
  - (B) 25 feet from any golf course property.
  - (C) Setbacks from all other property lines, public or private street rights-of-way shall be as required by City of Irving zoning.
- (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-B) or 9 feet in height within rear and side street "Minimum Setback Lines", except 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) Porches, balconies, stoops and awnings may encroach a maximum of 5 feet into the required front yard setbacks.
- (H) 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
  - [5] non-enclosed outdoor living spaces, including, but not limited to, built-in outdoor grills and outdoor fireplaces

- (3) Declarant may grant exceptions to or variances from any setback lines established in b.(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, unless a new garage is constructed on the same property.

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 intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

- (2) The minimum landscape plan shall include one (1) tree in the front yard, with two (2) additional trees required in the side yard of a corner lot adjacent to a street, and foundation planting. A minimum of one (1) tree shall be planted in the rear yard. The Architectural Control Committee may grant exceptions to the tree requirement in the rear yard if the rear yard landscape plan does not accommodate said tree location(s). Trees shall be a minimum 4" caliper as measured vertically 12" from the ground line. Foundation planting is required as stipulated by the Architectural Control Committee based on the design of the house, including, but not limited to, a balanced combination of shrubs, vines, groundcovers and/or seasonal colors. All street parkways (area between the back of street curb to the sidewalk) must be turfed with natural sod and must be irrigated by a programmable irrigation system. All natural sod and planting bed areas must be irrigated by an underground programmable irrigation system. All applicants must submit landscape plans to the Architectural Control Committee for approval. The plans shall include, in general and as applicable, hardscape structures and walks, where appropriate; a planting plan, including materials, species and size; landscape lighting, retaining walls and fencing; and an automatic, underground irrigation system. Landscaping shall be completed on all sites contemporaneously with completion of other improvements, but in no event later than 90 days after first occupancy of building(s).
- (3) 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, except as approved by the Architectural Control Committee of the Las Colinas Association.
- (4) Corner Lot Fence Requirements – (i) A 5'-6" Maximum height wrought iron fence per the City of Irving's minimum standards and as approved by the Architectural Control Committee of the Las Colinas Association shall be permitted within the street side yard setback of all corner lots. A minimum 10' setback from the front yard building line shall be required. (ii) On all reverse frontage lots, the street side yard setback requirement shall be waived in favor of a side yard visibility easement setback, as determined by the City of Irving Transportation Department, and any fence built within the street side yard setback shall conform to the requirements of (i), above. Where a visibility easement setback is not indicated on the approved plat for a specific corner lot, the lot Owner may construct the wrought iron fence on the street side yard property line per the requirements of Item (i), above. On all reverse frontage lots, the 15' street side yard setback requirement shall conform to the platted street side yard building line where the Owner desires to construct a wooden fence meeting the standards of the City of Irving Fence Ordinance and as approved by the Architectural Control Committee of the Las Colinas Association in lieu of the wrought iron fence.

- (5) 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 roof materials must meet standards established by the Architectural Control Committee and may be random tab architectural composition shingle roof (color must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Architectural Control Committee, and must exhibit a raised profile look, i.e. varied levels of visual depth and texture that give a dimensional appearance and as approved by the Architectural Control Committee), tile, slate, standing seam metal, or other equal or greater product as approved by the Architectural Control Committee. All roof materials shall be compatible with the architectural style of the home.
- (3) The exposed exterior wall area, exclusive of doors, windows, and covered porch areas, shall be not less than 75% brick, brick veneer, stone, stone veneer, lathe and plaster stucco, or other low maintenance material (excluding all forms of siding or fiberboard) approved by the Architectural Control Committee.
- (4) Wooden framing shall be allowed on all single family dwellings.
- (5) Complete guttering must be installed on all houses with downspouts carried to an outfall well away from the foundation. All gutters and downspouts shall be molded from aluminum and have a pre-painted finish. All downspouts except those emptying into streets or driveways shall be tied into underground drains if positive drainage does not exist. Gutters shall not drain across property lines.
- (6) Garages and all other outbuildings are to be given the same architectural treatment and be constructed of the same materials as the main structure. All garage doors shall be equipped with automatic remote controlled door openers. All garages viewed from a street or common area must have a cedar clad facing, woodgrain simulated metal facing equivalent in quality to the cedar clad facing, or equal, as approved by the Architectural Control Committee of the Las Colinas Association.

- (7) All driveways shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped, scored or stained concrete, or concrete with stone or brick border.
- (8) All window framing will be bronzed, cream, sand, clay or white anodized aluminum, vinyl, or wood. Window shutters may be used. Painted or stained wood or fiberglass will be acceptable. No reflective window coverings or treatments shall be permitted.
- (9) 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.
- (10) Any and all lines or wires for communication or for transmission of current outside of the building shall be constructed, placed and maintained underground.
- (11) 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. Lighting plans shall be designed to delicately accent architectural elements, and shall include a minimum of one light, near the front door or porch area. All exterior illumination must be approved by the Architectural Control Committee of the Las Colinas Association.
- (12) Mailboxes shall be Brandon Industries Dual Mailboxes, M1 Series, color Black, mounted on a smooth 4" black pole, or equal, at all locations as approved by the Architectural Control Committee.
- (13) 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.
- (14) 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.
- (15) Temporary portable buildings may be used for construction purposes or as field offices or temporary marketing offices within Area I in support of the sale of lots within Area I 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.

- (16) 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.
- (17) No wooden fence, wall or hedge shall exceed eight (8) feet in height or be less than six (6) feet in height unless otherwise specifically required by the City of Irving or expressly approved by the Architectural Control Committee of the Las Colinas Association. All wooden fences shall be constructed of cedar and be stained a uniform color (medium brown stain such as "Ready Seal" brand colored "Medium Brown" and available at Lee Roy Jordan Lumber, or equal), shall be supported with galvanized steel posts at six (6) feet on center, and all cedar privacy fences shall be board on board and include a top rail. All Lots backing or siding to a creek, lake, greenbelt/common areas shall have a wrought iron fence, not less than four (4) feet in height and with a uniform design as approved by the Architectural Control Committee of the Las Colinas Association. Fence gates facing a street or open space shall be metal or wrought iron as approved by the Architectural Control Committee of the Las Colinas Association.
- (18) Roof vents and stacks should be located on the non-street slopes of a roof whenever possible. All exposed roof accessories (including, but not limited, to vents, flashing, attic ventilator, and metal chimney caps) must match or be compatible with the color of the roofing material.
- (19) Only concrete masonry type retaining walls are permitted. Examples (but not limited to) of permitted walls are stone, brick, interlocking wall systems, poured-in-place concrete utilizing a form liner or faced with an appropriate material, or CMU block faced with an appropriate material.
- (20) In order to maintain architectural variety along residential streets, homes shall adhere to a 360 degree rule, meaning an individual standing in the street turning in a complete circle shall not be able to view the same front

elevation. Elevations shall be substantially different when viewed under the 360 degree rule as determined by the Architectural Control Committee.

Declarant may grant variances to and/or exceptions from any part of paragraph (e) of this Restriction on Single Family Residential Dwellings, provided that any such variances and/or exceptions must be in writing.

**Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
05/06/2014 04:01:37 PM  
\$94.00  
201400111545**

