

December 8, 1993

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MF-3(A) Multifamily District which was approved by the City Council on November 10, 1993 on Zoning Case #Z923-237/9433-N on property on the south side of McCallum Boulevard, east of Meandering Way; and

WHEREAS, said deed restrictions have been approved as to form; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the deed restrictions set forth in the attached instrument be and are hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property zoned an MF-3(A) Multifamily District as described in Ordinance 2114.

Section 2. That said deed restrictions shall be filed in the Deed Records of Dallas and Collin County, Texas.

Section 3. That this resolution shall take effect from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

DEC 7 1993

[Signature]
City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *[Signature]*
Assistant City Attorney

APPROVED

[Signature]

HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS }
 }
 COUNTIES OF COLLIN }
 AND DALLAS

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, John Hancock Mutual Life Insurance Company, a Massachusetts corporation ("the Owner"), is the owner of the land and improvements commonly known as the McCallum Place Apartments, 7720 McCallum Boulevard, Dallas, Texas, conveyed to Owner by Russell S. Newhouse, Substitute Trustee, by deed dated April 6, 1993, and recorded in the real property records of Collin County, Texas, under Clerk's File No. 93-0024948, and being more particularly described as follows:

BEING part of Lot 12 in City Block 22/8199 of Frankfurt Addition No. 2, an addition to the City of Dallas ("City"), Collin and Dallas Counties, Texas, recorded in Cabinet D, Page 152 of the Map Records of Collin County, Texas, and refiled in Volume E, Page 33 of the Map Records of Collin County, Texas; and also being part of the Thomas R. Yager Survey, Abstract No. 1615, and being more fully described by metes and bounds as follows:

BEGINNING at an iron rod in the South ROW line of McCallum Boulevard (an 80' ROW), said point being the Northwest corner of Frankfurt Addition No. 2 and being S 89° 34' E, 1,189.99 feet from the intersection of said South ROW line of McCallum Boulevard with the East ROW line of Meandering Way (a 60' ROW), being South 40' from the centerline of McCallum Boulevard.

THENCE: S 89° 34' E, 318.70 feet along the South line of McCallum Boulevard and the North line of Frankfurt Addition No. 2 to a point for angle;

THENCE: N 89° 36' E, 59.89 feet along the South line of McCallum Boulevard and the North line of Frankfurt Addition No. 2 to a point for corner;

THENCE: S 00° 24' W, 587.05 feet to a point for corner being in the South line of Frankfurt Addition No. 2;

THENCE: N 89° 36' W, 378.58 feet along the South line of Frankfurt Addition No. 2 to a point for corner being the Southwest corner of Frankfurt Addition No. 2;

THENCE: N 00° 24' E, 586.40 feet along the West line of Frankfurt Addition No. 2 to the PLACE OF BEGINNING and containing 221,987.52 square feet or 5.0961 acres of land.

Said land and the improvements thereon are sometimes herein called the "Property".

II.

The Owner does hereby impress all of the Property with the following deed restrictions (Restrictions), to wit:

1. No more than 322 multifamily dwelling units may be built on the Property.
2. An eight foot high brick screening wall will be constructed along the south property line within six months from the recording date of these deed restrictions and maintained in a good condition.
3. No structure may exceed three stories for a total height of thirty nine (39) feet, except that all structures defined in Section 51A-4.408 (a)(2) of Part II of the Dallas Development Code may exceed this height as permitted in accordance with Section 51A-4.408 (a)(2) of Part II of the Dallas Development Code.

III.

These restrictions shall continue in full force and effect for a period of twenty (20) years from the date of execution and shall automatically be extended for additional periods of ten (10) years unless amended or terminated in the manner specified in this document.

IV.

These restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City council approves an amendment or termination of these restrictions, the Owner must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at his or her sole cost and expense before the amendment or termination becomes effective.

V.

These restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

VI.

The Owner agrees that these restrictions inure to the benefit of the City. The Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce these restrictions, the Owner agrees that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owner agrees that the City may withhold any certificate of occupancy or final inspection necessary for the lawful use of the Property until these restrictions are complied with. The right of the City to enforce these restrictions shall not be waived expressly or otherwise.

VII.

The Owner agrees to defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in connection with these restrictions.

VIII.

The provisions of this instrument are hereby declared covenants running with the land and are fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this instrument.

IX.

Unless stated otherwise in this document, the definitions and provisions of CHAPTER 51A, "PART II OF THE DALLAS DEVELOPMENT CODE," as amended, apply and are incorporated into this document as if recited in this document.

X.

The Owner understands and agrees that these restrictions shall be governed by the laws of the State of Texas.

XI.

The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED on this the 5 day of November, 1993.

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation

BY: Terrence A. Reed
Name: Terrence A. Reed
Title: Senior Investment Officer

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK)

BEFORE ME, the undersigned authority, on this day personally appeared Terrence A. Reed, Senior Investment Officer of John Hancock Mutual Life Insurance Company, A Massachusetts corporation know to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of November 1993.

Marie C. O'Brien
Notary Public in and for the State of Massachusetts

My commission expires:
MARIE C. O'BRIEN, Notary Public
MY COMMISSION EXPIRES AUGUST 9, 1996

Print Name of Notary:
MARIE C. O'BRIEN

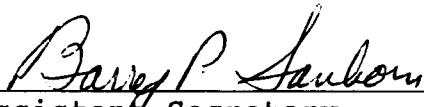
Approved as to form:
SAM LINDSAY, City Attorney

By Alexander Fernandez
Assistant City Attorney

At a meeting of the Board of Directors of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY held March 8, 1993, a quorum being present it was

VOTED: The following officers of the Company (a) the Chairman of the Board, the President, the Vice Chairman of the Board, the Chief Financial Officer, the General Counsel, any Senior Executive Vice President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, any Executive Managing Director, the Treasurer, any Assistant Treasurer, or any Treasury Officer, (b) any Senior Investment Officer, any Investment Officer, any Assistant Investment Officer or any other officer of the Agricultural Investment Department or the Bond and Corporate Finance Department holding a title of equivalent rank or (c) any Senior Mortgage Investment Officer, any Mortgage Investment Officer or any other officer of the Mortgage Investment Department holding a title of equivalent rank or any one of them are hereby authorized to execute and seal with the corporate seal, acknowledge and deliver any and all instruments required in connection with any investment, sale or loan authorized by the Committee of Finance.

I hereby certify that the above is a true copy of a vote passed March 8, 1993, by the Board of Directors of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY; that the same still remains in force, and that Terrence A. Reed is a Senior Investment Officer of the Company, this 9th day of November 1993.


Assistant Secretary

AFFIDAVIT OF TERRENCE A. REED

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

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BEFORE ME, the undersigned authority, came Terrence A. Reed, who, after being by me duly sworn, deposed and stated as follows:

1. My name is Terrence A. Reed. I am over the age of twenty one (21) and am otherwise competent and authorized to make this Affidavit.

2. I am a Senior Investment Officer of John Hancock Mutual Life Insurance Company, and as such, am authorized to execute contract documents, including deed restrictions, on behalf of John Hancock Mutual Life Insurance Company, subject to certain committee approvals.

3. The document attached hereto is a deed restriction instrument, executed in conjunction with a zoning change request. I executed that document on behalf of John Hancock Mutual Life Insurance Company, and my action in doing so has been authorized by the necessary committees of John Hancock Mutual Life Insurance Company.

Further Affiant sayeth not.

Terrence A. Reed
Terrence A. Reed

SUBSCRIBED AND SWORN TO BEFORE ME by Terrence A. Reed on the 9th day of November, 1993, to certify which witness my hand and seal of office.

(S E A L)

Marie C. O'Brien
Notary Public in and for the
Commonwealth of Massachusetts

My Commission Expires:
MARIE C. O'BRIEN, Notary Public
MY COMMISSION EXPIRES AUGUST 9, 1996

MARIE C. O'BRIEN
Print Name of Notary