

WHEREAS, deed restrictions were volunteered in conjunction with a request for an O-1 Office District and an SC Shopping Center District zoning on Zoning Case #Z73-205/3128-N on property at the northeast corner of Abrams Road and the Lyndon B. Johnson Freeway; and,

WHEREAS, application has been made to amend said deed restrictions; and,

WHEREAS, the City Council at a public hearing on June 11, 1986, after a public hearing by the City Plan Commission on June 5, 1986, approved the requested amendment as part of Zoning File #Z856-181/3128-N.

Now, Therefore,

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

Section 1. That the amendment to the deed restrictions as set forth in the attached amending instrument be and is hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of the property.

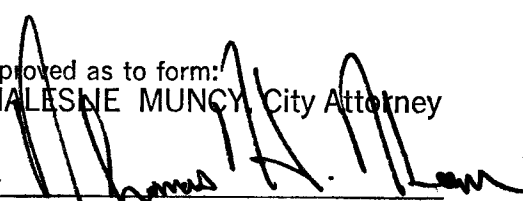
Section 2. That said instrument shall be filed with the County Clerk of Dallas County, Texas, to be recorded in the Deed Records of Dallas County, Texas.

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.

cc: Building Inspection - 2
Planning & Development - 2

**APPROVED BY
CITY COUNCIL**

Approved as to form:
ANALENE MUNCY, City Attorney

By 
Assistant City Attorney

M357tr

JUN 11 1986


City Secretary

APPROVED 
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

TRACT II:

Being a tract or parcel of land situated in the City of Dallas, Dallas County, Texas; and being part of the B. F. Hall Survey, Abstract 660, the James F. Jackson Survey, Abstract 700, and the B. J. Prigmore Survey, Abstract 1159, and also being part of Blocks 8417, 8418 and 8419 in the City of Dallas, and also being part of the tract of land conveyed from Vantage Properties, Inc., to Triton Southwest Investors, a California Limited Partnership, by deed recorded in Volume 85252, Page 0577, and from Vantage Properties, Inc., to The Prudential Insurance Company of America by deed recorded in Volume 81250, Page 1478, of the Deed Records of Dallas County; and being more particularly described as follows:

BEGINNING at a point for corner in the northeasterly line of LBJ Freeway, said point being in a southeasterly direction along the northeasterly line of LBJ Freeway a distance of 791.6 feet from the intersection of the northeasterly line of LBJ Freeway and the easterly line of Abrams Road (40 feet from the centerline);

THENCE North $0^{\circ} 18'$ East a distance of 806.5 feet to a point for corner;

THENCE North $15^{\circ} 40'$ West a distance of 152.3 feet to an angle point;

THENCE North $15^{\circ} 41' 30''$ East a distance of 54.1 feet to a point for corner;

THENCE North $74^{\circ} 18' 30''$ West a distance of 101.2 feet to the beginning of a curve to the left;

THENCE in a westerly direction along said curve to the left having a radius of 955.92 feet, a central angle of $16^{\circ} 00'$, and an arc length of 266.94 feet to the end of said curve to the left;

THENCE South $89^{\circ} 41' 30''$ West a distance of 244.00 feet to a point for corner in the easterly line of Abrams Road;

THENCE $0^{\circ} 18' 30''$ West along the easterly line of Abrams Road a distance of 190.00 feet to a point for corner;

THENCE North $89^{\circ} 41' 30''$ East a distance of 244.00 feet to the beginning of a curve to the right;

THENCE in an easterly direction along said curve to the right having a radius of 1145.92 feet, a central angle of $16^{\circ} 00'$, and an arc length of 320.00 feet to the end of said curve to the right;

THENCE South $74^{\circ} 18'$ East a distance of 101.2 feet to the beginning of a curve to the left;

THENCE in an easterly direction along said curve to the left having a radius of 881.47 feet, a central angle of $13^{\circ} 36' 23''$, and an arc length of 209.8 feet to a point for corner;

THENCE South $10^{\circ} 54'$ West a distance of 261.6 feet to an angle point;

THENCE South $15^{\circ} 40'$ East a distance of 67.00 feet to an angle point, said point being the common property line between said Chick tract and the Henry C. Beck Estate, et al property;

THENCE South $0^{\circ} 18'$ East along said common property line a distance of 991.1 feet to a point for corner in the northeasterly line of LBJ Freeway;

THENCE North $52^{\circ} 22'$ West along the northeasterly line of LBJ Freeway a distance of 182.1 feet to an angle point;

THENCE North 51° 17' West continuing along the northeasterly line of LBJ Freeway a distance of 72.6 feet to the place of beginning and containing 8.667 acres.

That the above-described property was impressed with certain deed restrictions as shown in an instrument dated October 23, 1973, signed by Ronald L. Monesson, and recorded at Volume 73233, Page 0175, Dallas County Deed Records, a true and correct copy of which is attached hereto as Exhibit "A" and made a part hereof (hereinafter referred to as the "Restrictions").

That Triton Southwest Investors, a California Limited Partnership, The Prudential Insurance Company of America and Texas American Bank, hereby amend Paragraph 4 of Article Two of said restrictions to read as follows:

"4. The property described above as Tract II and improvements to be placed thereon shall be used only for those uses and purposes permitted by Chapter 51 of the Revised Civil and Criminal Ordinances of the City of Dallas, Texas, under the classification "0-1, Office District", as such classification exists, or may from time to time be amended.

Notwithstanding the foregoing, a portion of the Tract II property more particularly described in Exhibit "B", attached hereto and made a part hereof, shall be used only for those uses and purposes permitted in "0-1, Office District", and "Medical or Scientific Laboratory", as defined by the Dallas Development Code, as amended."

The above amendment as embodied in this document was made following notice and public hearing before the City Plan Commission and the City Council of the City of Dallas, as required in the instrument of deed restrictions, and notice of such public hearing was given as would have been required by law for a zoning change on the Property.

EXECUTED this 30th day of May, 1986.

TRITON SOUTHWEST INVESTORS,
A California Limited Partnership

By: Triton National,
A California Corporation
Its: General Partner

Approved as to form:
ANALESNE MUNCY, City Attorney

By: [Signature]
Assistant City Attorney

By: [Signature]
Its: President

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

ST
pr By: [Signature]
CHARLES W. SCHWARZ
Its: VICE PRESIDENT

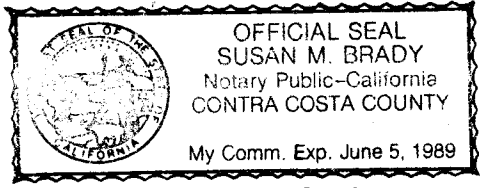
TEXAS AMERICAN BANK

By: [Signature]
Vice President + Cashier
Its: Secretary to the Board of Directors

THE STATE OF CALIFORNIA §
COUNTY OF Contra Costa §

BEFORE ME, the undersigned authority, on this day personally appeared John J. O'Brien, President of TRITON NATIONAL, a California Corporation, General Partner of TRITON SOUTHWEST INVESTORS, a California Limited Partnership, known 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 as the act of such limited partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of May, 1986.



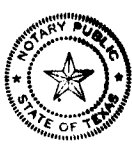
My Commission Expires:
6-5-89

Susan M. Brady
NOTARY PUBLIC IN AND FOR
THE STATE OF California
Susan M. Brady
(Printed Name of Notary)

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Charles W. Schwarz, Vice President of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, known 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 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 the 4th day of June, 1986.



DIANNA L. HAWKINS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES 12-27-86

My Commission Expires:
December 27, 1986

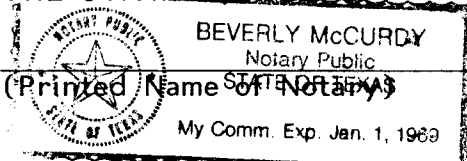
Dianna L. Hawkins
NOTARY PUBLIC IN AND FOR
THE STATE OF Texas
Dianna L. Hawkins
(Printed Name of Notary)

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Jimmy A. Houston Vice President of TEXAS AMERICAN BANK, a Texas bank corporation, known 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 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 the 27 day of May, 1986.

My Commission Expires:
1-11-89

Beverly McCurdy
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(Printed Name of Notary)

73 133 Nov 017

EXHIBIT "A"

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

STATE OF TEXAS)
)
COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, RONALD J. MONESSON, hereinafter called the Declarant, is the owner of all that certain real property located in Dallas County, Texas, described as follows:

TRACT 1:

Being a tract or parcel of land situated in the City of Dallas, Dallas County, Texas; and being part of the B. F. Hall Survey, Abstract 660, the James F. Jackson Survey, Abstract 700, and the B. J. Prigmore Survey, Abstract 1159, and also being part of Blocks 8417, 8418 and 8419 in the City of Dallas, and also being part of the tract of land conveyed to Ollie Lucille Chick by deed recorded in Volume 754, Page 279, and to Charles Roy Chick by deed recorded in Volume 1305, Page 596, of the Deed Records of Dallas County; and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the northeasterly line of LBJ Freeway and the easterly line of Abrams Road (40 feet from centerline);

THENCE North 0° 18' 30" West along the easterly line of Abrams Road a distance of 245.8 feet to a point for corner;

THENCE South 89° 41' 30" West along the offset in the easterly line of Abrams Road a distance of 15.00 feet to a point for corner;

THENCE North 0° 18' 30" West along the easterly line of Abrams Road (25 feet from centerline) a distance of 326.00 feet to a point for corner;

THENCE North 89° 41' 30" East a distance of 244.00 feet to the beginning of a curve to the right;

THENCE in an easterly direction along said curve to the right having a radius of 955.92 feet, a central angle of 16° 00', and an arc length of 266.94 feet to the end of said curve to the right;

THENCE South 74° 18' 30" East a distance of 101.2 feet to a point for corner;

THENCE South 15° 41' 30" West a distance of 54.1 feet to an angle point;

THENCE South 15° 40' East a distance of 152.3 feet to an angle point;

THENCE South $0^{\circ} 18'$ East a distance of 806.5 feet to a point for corner in the northeasterly line of LBJ Freeway;

THENCE North $51^{\circ} 17'$ West along the northeasterly line of LBJ Freeway a distance of 791.6 feet to the place of beginning and containing 11.373 acres.

TRACT II:

Being a tract or parcel of land situated in the City of Dallas, Dallas County, Texas; and being part of the B. F. Hall Survey, Abstract 660, the James F. Jackson Survey, Abstract 700, and the E. J. Prigmore Survey, Abstract 1159, and also being part of Blocks 8417, 8418 and 8419 in the City of Dallas, and also being part of the tract of land conveyed to Ollie Lucille Chick by deed recorded in Volume 754, Page 279, and the Charles Roy Chick by deed recorded in Volume 1305, Page 596, of the Deed Records of Dallas County, and being more particularly described as follows:

BEGINNING at a point for corner in the northeasterly line of LBJ Freeway, said point being in a southeasterly direction along the northeasterly line of LBJ Freeway a distance of 791.6 feet from the intersection of the northeasterly line of LBJ Freeway and the easterly line of Abrams Road (40 feet from the centerline);

THENCE North $0^{\circ} 18'$ East a distance of 806.5 feet to a point for corner;

THENCE North $15^{\circ} 40'$ West a distance of 152.3 feet to an angle point;

THENCE North $15^{\circ} 41' 30''$ East a distance of 54.1 feet to a point for corner;

THENCE North $74^{\circ} 18' 30''$ West a distance of 101.2 feet to the beginning of a curve to the left;

THENCE in a westerly direction along said curve to the left having a radius of 955.92 feet, a central angle of $16^{\circ} 00'$, and an arc length of 266.94 feet to the end of said curve to the left;

THENCE South $89^{\circ} 41' 30''$ West a distance of 244.00 feet to a point for corner in the easterly line of Abrams Road;

THENCE $0^{\circ} 18' 30''$ West along the easterly line of Abrams Road a distance of 190.00 feet to a point for corner;

THENCE North $89^{\circ} 41' 30''$ East a distance of 244.00 feet to the beginning of a curve to the right;

THENCE in an easterly direction along said curve to the right having a radius of 1145.92 feet, a central angle of $16^{\circ} 00'$, and an arc length of 320.00 feet to the end of said curve to the right;

THENCE South $74^{\circ} 18'$ East a distance of 101.2 feet to the beginning of a curve to the left;

THENCE in an easterly direction along said curve to the left having a radius of 881.47 feet, a central angle of $13^{\circ} 36' 23''$, and an arc length of 202.8 feet to a point for corner;

THENCE South $10^{\circ} 54'$ West a distance of 261.6 feet to an angle point;

THENCE South $15^{\circ} 40'$ East a distance of 67.00 feet to an angle point, said point being in the common property line between said Chick tract and the Henry-C. Beck Estate et al property;

THENCE South $0^{\circ} 18'$ East along said common property line a distance of 991.1 feet to a point for corner in the northeasterly line of LBJ Freeway;

THENCE North $52^{\circ} 22'$ West along the northeasterly line of LBJ Freeway a distance of 182.1 feet to an angle point;

THENCE North $51^{\circ} 17'$ West continuing along the northeasterly line of LBJ Freeway a distance of 72.6 feet to the place of beginning and containing 8.667 acres.

and

WHEREAS, the Declarant intends to improve and develop the said real property above described into a first class, high quality retail shopping center and office complex, and may from time to time, in one or more transactions, sell and convey said property, either as a whole, or in tracts or parcels; and

WHEREAS, Declarant desires to impose upon the said property certain protective covenants, conditions and restrictions, as hereinafter set forth, for the purposes above described;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions,

which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding upon all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which covenants, conditions, and restrictions shall inure to the benefit of each owner thereof. So long as these covenants, conditions and restrictions shall be in effect, each owner of the fee simple title, or any interest therein, of the said property, or any lot, tract, or parcel therein, agrees for himself and for his heirs, assigns, and successors to keep, perform and be bound by all and singular, each and every, the covenants, conditions and restrictions hereafter set forth.

ARTICLE ONE - DEFINITIONS

1. The term "owner" shall mean and refer to the Declarant or other owner, whether one or more persons or entities, of the fee simple title, or an interest in the fee simple title, to the above described property, or any lot, tract or parcel thereof, but excluding those having such interest merely as security for the performance of an obligation.

2. The property shall mean and refer to that certain real property hereinbefore described, and such other property as may hereafter be made expressly subject hereto.

3. The "Declarant" shall mean and refer to RONALD J. MONESSON, his successors and assigns.

ARTICLE TWO - USE RESTRICTIONS

1. The property above described as **Tract 1** shall be developed and used as permitted by Chapter 51 of the Revised Civil and Criminal Ordinances of the City of Dallas, Texas,

under the classification "Shopping Center", as such classification exists or may from time to time be amended, for the purpose only of governing the height of buildings constructed in this district. Provided, however, the aggregate amount of net rentable space, whether contained in one or more buildings, devoted to the retail sale of goods and/or services shall not exceed 100,000 square feet and the aggregate amount of net rentable space devoted to offices whether contained in one or more buildings, shall not exceed 325,000 square feet.

2. The uses permitted upon that portion of the improvements devoted to the retail sale of goods and/or services shall be limited to those permitted by Chapter 51 of the Revised Civil and Criminal Ordinances of the City of Dallas, Texas, under the classification "Neighborhood Service District".

3. No building shall be erected on the said Tract 1 which exceeds seventy-two feet in height (measured from grade to flat roof line, without regard to parapet walls, elevator shafts, mechanical equipment rooms, cooling towers or other similar structures).

4. The property described above as Tract II and improvements to be placed thereon shall be used only for those uses and purposes permitted by Chapter 51 of the Revised Civil and Criminal Ordinances of the City of Dallas, Texas, under the classification "0-1, Office District", as such classification exists, or may from time to time be amended.

ARTICLE THREE - GENERAL PROVISIONS

1. The Declarant, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, and restrictions now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. 86123 4206

2. Invalidation of any one of these covenants or restrictions by Court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect. In the event that any provision hereof is so determined to be invalid, there shall be substituted therefore a provision as nearly similar in tenor, effect and reading as is enforceable, and this Declaration shall be deemed modified, and as modified, enforceable.

3. The covenants, conditions and restrictions herein contained shall run with and by the land, and shall be binding upon and inure to the benefit of, and be enforceable by, the Declarant, or any owner, and their respective heirs, successors, assigns and personal representatives. This Declaration shall be effective until December 31, A.D., 1998. The term of this Declaration may be extended for an additional ten (10) years from such date, if, prior to such date, the owners of not less than nine-tenths (9/10) of the property shall so agree, and shall cause to be recorded in the Deed Records of Dallas County, Texas, an instrument evidencing such agreement, duly executed and acknowledged by them. The recitations of such an instrument, and the record thereof, shall be conclusive.

4. This Declaration may be amended in any particular by the agreement of the owners of not less than nine-tenths (9/10) of the property. Such amendment shall be effective in the same manner and to the same extent as an agreement extending the term of this Declaration. Provided, however, no amendment to Articles Two or Three, or any portion thereof, shall be valid or binding, unless and until the approval of the City of Dallas, Texas, and any other governmental authority having jurisdiction in the premises is first obtained in writing and recorded in the same manner as such amendment.

EXECUTED by the said Declarant, this 23rd day of
October, 1973.

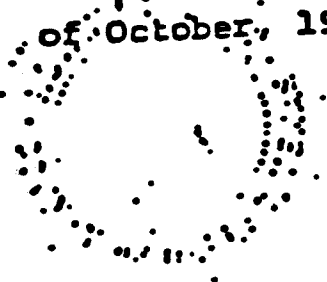
RONALD J. MONESSON

Ronald J. Monesson

STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, a Notary Public
in and for the State and County aforesaid, on this day personally
appeared RONALD J. MONESSON, known to me to be the person whose
name is subscribed to the foregoing instrument and acknowledged
that he executed the same for the purposes and consideration
therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day
of October, 1973.



[Signature]
Notary Public in and for
Dallas County, Texas

My commission expires:
June 1, 1975.

[Handwritten initials]

EXHIBIT "B"

Field Notes
for
O-1 Zoning

BEING a tract of land out of City of Dallas Lot 2, Block A/8417 and being part of Northcreek Place Addition as filed for record in Volume 79235, Page 0689 Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the south line of Chimney Hill Lane (80 feet wide), said point being North $89^{\circ}42'00''$ East, 10.00 feet from the intersection of the said south line and the east line of Abrams Road (100 feet wide);

THENCE North $89^{\circ}42'00''$ East, along the said south line a distance of 203.54 feet to an "x" found for the point of curvature of a circular curve to the right having a radius of 1,105.92 feet and whose chord bears South $82^{\circ}18'15''$ East;

THENCE Easterly, continuing along said south line and along said curve, through a central angle of $15^{\circ}59'30''$ an arc distance of 308.67 feet to an iron rod set for its point of tangency;

THENCE South $74^{\circ}18'30''$ East, continuing along said south line a distance of 107.29 feet to an iron rod found for the point of curvature of a circular curve to the left, having a radius of 921.47 feet and whose chord bears South $80^{\circ}07'25''$ East;

THENCE Southeasterly, continuing along said south line of Chimney Hill Lane and along said curve through a central angle of $11^{\circ}37'50''$ an arc distance of 187.05 feet to an iron rod found for a corner;

THENCE South $0^{\circ}18'00''$ East, departing said south line of Chimney Hill Lane a distance of 106.22 feet to an iron rod set for a corner;

THENCE South $89^{\circ}42'00''$ West, a distance of 91.10 feet to an "x" found for a corner;

THENCE South $0^{\circ}18'00''$ East a distance of 2.10 feet to an "x" found for a corner;

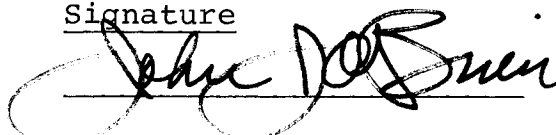
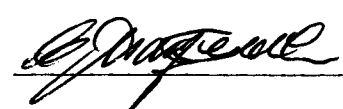

THENCE South $89^{\circ}42'00''$ West a distance of 72.28 feet to an "x" found for a corner;

- THENCE South $0^{\circ}18'00''$ East, a distance of 137.11 feet to an "x" set for a corner;
- THENCE South $9^{\circ}42'00''$ West, a distance of 37.73 feet to an "x" found for a corner;
- THENCE South $89^{\circ}42'00''$ West, a distance of 37.82 feet to a point for corner;
- THENCE North $15^{\circ}38'30''$ West, a distance of 124.01 feet to a point for corner;
- THENCE North $15^{\circ}43'00''$ East, a distance of 53.74 feet to a point for corner;
- THENCE North $74^{\circ}17'30''$ West, a distance of 100.98 feet to the point of curvature of a circular curve to the left, having a radius of 955.92 and whose chord bears North $82^{\circ}17'15''$ West;
- THENCE Easterly, along said curve, through a central angle of $15^{\circ}59'30''$, an arc distance of 266.80 feet to the point of tangency of said curve;
- THENCE South $89^{\circ}43'00''$ West, a distance of 219.00 feet to a point for corner in the east line of said Abrams Road;
- THENCE North $0^{\circ}17'00''$ West, along said east line a distance of 2.08 feet to an iron rod found for corner;
- THENCE North $0^{\circ}18'00''$ West a distance of 139.63 feet to an iron rod found for a corner;
- THENCE North $44^{\circ}41'54''$ East a distance of 14.14 feet to the POINT OF BEGINNING AND CONTAINING 127,868 square feet or 2.9354 acres of land more or less.

CERTIFICATE OF SECRETARY

I hereby certify that attached hereto as Exhibit A is a true copy of resolutions adopted by Unanimous Written Consent of the Board of Directors of Triton National, a corporation duly organized and existing under the laws of the State of California, on May 29, 1986 and duly entered in the books of minutes of the corporation, and that said resolutions are in conformity with the Articles of Incorporation and Bylaws of the Corporation and are now in full force and effect.

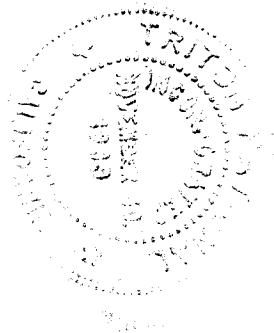
I further certify that the following are the names and specimen signatures of the present officers of this Corporation referred to in the attached resolutions.

<u>Title</u>	<u>Name</u>	<u>Signature</u>
President	John J. O'Brien	
Executive Vice President	Steven T. Huntley	_____
Executive Vice President	Clive Starr-Keddle	
Vice President- Chief Financial Officer	Victor Jordeth	

DATED: May 29, 1986



James F. McCabe,
Vice President-Secretary of
Triton National



RESOLUTIONS ADOPTED BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
TRITON NATIONAL

The undersigned constituting the entire Board of Directors of Triton National, a California corporation, in accordance with the authority contained in Section 307(b) of the California Corporations Code, as amended, and in the bylaws of this Corporation, without the formality of convening a meeting, do hereby consent to and adopt the following resolutions:

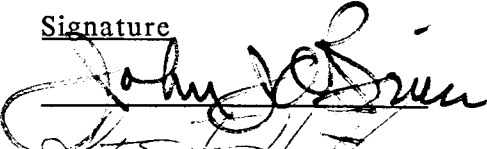


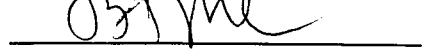
WHEREAS, Triton National (the "Corporation") is the General Partner of Triton Southwest Investors, a California Limited Partnership (the "Partnership"); and

WHEREAS, the Partnership is presently in the process of amending the deed restrictions in connection with the parcel of real property at Northcreek Place II, 12160 and 12170 Abrams Road, Dallas, Texas.

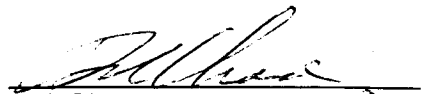
NOW THEREFORE BE IT

RESOLVED, that the following officers of the Corporation John J. O'Brien, Steven T. Huntley, Clive Starr-Keddle, or James F. McCabe, acting singly, or together, are authorized to execute an Amendment of Deed Restrictions (the "Amendment"), a preliminary copy of which is attached hereto as Exhibit "A" and made a part hereof;

FURTHER RESOLVED, that the authority of the following officers be continuing and, unless notified in writing to the contrary, the officials in the City of Dallas, Texas, when dealing with the aforementioned officers shall be fully protected when relying on the discretion thereof and shall not be required to inquire into the propriety of the exercise of their authority.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
John J. O'Brien	President	
Steven T. Huntley	Executive Vice President	
Clive Starr-Keddle	Executive Vice President	
James F. McCabe	Vice President-Secretary	

Dated: May 29, 1986


Del Chase


John J. O'Brien


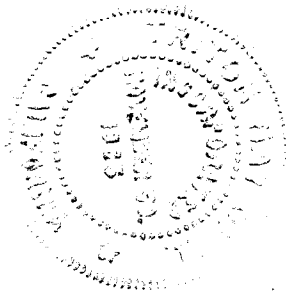

Steven T. Huntley

EXHIBIT "A"

86123 4217



UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS
OF TEXAS AMERICAN BANK LBJ

The undersigned, being all of the presently incumbent directors of Texas American Bank ("the Company") do hereby waive the necessity of any formal meeting of the board of directors and do hereby consent to adopt and ratify the following resolutions to the same extent and just as though same had been presented to and adopted by such Board of Directors at a duly convened meeting held for such purpose, to-wit:

RESOLVED, that the officers of this Corporation are authorized to execute an Amendment of Deed Restrictions (the "Amendment").

RESOLVED FURTHER, that the proper officers be, and they hereby are authorized and empowered to do all acts and to execute all documents that are necessary and appropriate to carry out the intent of the foregoing resolutions.

The above resolutions are in conformity with the Articles of Incorporation and By-laws of the Company, have never been modified or repealed, and are now in full force and effect.

Dated 5 June, 1986.

David S. Fetter
Dan Sullivan
William Frankel
Kenneth J. Saylor
W. Wallace Reed

John C. Cook

TO: Donald R. Knab
Senior Vice President and
President of The Prudential Realty Group

FROM: Garnett L. Keith, Jr.
Vice Chairman

DATE: October 31, 1984

RE: SUBDELEGATION OF AUTHORITY

Pursuant to the authority vested in the members of the Executive Office by reason of Part H of the Finance Committee resolution of October 9, 1984, respecting real estate investments and mortgage loans (the "Delegation"), the President of The Prudential Realty Group is hereby authorized to invest funds of the Company's general account (or any of its separate accounts authorized to make such investments) in mortgage loans and real estate (as defined in N.J.S. Section 17B:20-1, as amended), and in the improvement, development and leasing thereof (including investments in and loans to Partnerships and Real Estate Subsidiaries), to lease, sell and otherwise take action and incur expenses as may be reasonably necessary with respect to any such investment subject to provisions of the Delegation and the standards and limitations attached hereto and incorporated herein by reference (the "Standards and Limitations"):

86123 4219

G. LOANS AND ADVANCES OF CAPITAL TO SUBSIDIARIES.

Additional investments may be made in or loans made to PRUCO, Inc., or in or to any Real Estate Subsidiary for the purposes and to the extent provided in Part G of the Delegation.

H. FURTHER SUBDELEGATIONS OF DELEGATED AUTHORITY

The President of The Prudential Realty Group is hereby authorized to delegate further all or any part of the authority hereby granted (including the right to make determinations hereunder) to any officer or employee of The Prudential Realty Group at or above the rank of General Manager or its equivalent, including authority to take such action as such person may deem reasonably necessary in respect of the security, and of the administration, servicing, enforcement, sale or charge off of any mortgage loan made by the Company or in respect of the operation, management, improvement, maintenance, lease or sale of any real estate owned by the Company, subject, however to the provisions of the Delegation, the Standards and Limitations, such additional restrictions as such President may impose and the following limitations and restrictions:

1. Copies of all written procedures and authorizations promulgated by the President of The Prudential Realty

Group hereunder shall be furnished promptly to the Executive Office and to the Law Department.

2. No investment other than loans made pursuant to the Mortgage/Property Purchase Plan shall be made pursuant to the authority of N.J.R.S. Section 17B:20-1h, or any similar provision subsequently in effect, without the approval of a Corporate Officer.
3. Only a Corporate Officer may be authorized to:
 - a. Modify in any respect the terms and conditions of any authorization of, or agreement pertaining to, any mortgage loan or investment in real estate which could not be authorized under the authority delegated to members of the Executive Office.
 - b. Incur expenses in connection with the consideration of a proposed investment in a Partnership.
 - c. Approve:
 - (i) Partnership indebtedness in excess of \$2,000,000 incurred pursuant to Part D.2(b) of the Delegation.
 - (ii) a Partnership lease pursuant to Part D.2(c) of Delegation.
 - (iii) any investment in or loan to a Partnership pursuant to Part D.2(f) of the Delegation.
 - d. Make additional investments or loans to PRUCO, Inc., or in or to any Real Estate Subsidiary pursuant to Part G of the Delegation.

4. The authority of persons holding the rank of General Manager or its equivalent, in respect of any mortgage loan or investment in real estate in which such person could not have authorized an investment, shall be limited to (a) the expenditure of funds not in excess of \$100,000 in any one instance for landscaping, renovating, tenant finishing, repairing, furnishing, equipping, removing improvements or altering real estate owned by the Company and (b) a lease of space not in excess of 30,000 square feet and for a term, including renewal options, not in excess of 5 years.

Samuel Keith

Any loan made pursuant hereto shall be at an interest rate and for such term as is reflective of market conditions at the time it is made.

H. SUBDELEGATIONS OF DELEGATED AUTHORITY

Each member of the Executive Office is hereby authorized further to delegate all or any part of the authority granted to such person in this Delegation (including the right to make determinations hereunder and the right to further subdelegate) to any officer or employee of The Prudential or of any of its subsidiaries at or above the rank of General Manager or its equivalent subject to such additional standards and limitations as may be imposed by the delegating authority, including authority to take such action as such person may deem reasonably necessary in respect of the security, and of the administration, servicing, enforcement, sale or charge off of any mortgage loan held by the Company or in respect of the operation, management, improvement, maintenance, lease or sale of any real estate owned by the Company, subject, however to the following limitations and restrictions:

1. No investment or mortgage loan authorized by a person to whom authority has been subdelegated may be in an amount in excess of the authority delegated to that person.
2. Authority of Managing or Leasing Agents to negotiate and execute leases of real estate owned by the Company and modifications, renewals or extensions thereof, shall be

limited to modifications and leases in previously approved form which (a) have a term, including renewal options, not exceeding five (5) years, (b) demise building space not in excess of thirty thousand (30,000) square feet and (c) provide a rental not less than the then prevailing market rental for similar properties similarly situated in the locality. The Agent shall, in exercising the authority so delegated, execute such leases and other agreements relating thereto in its own name as Agent for this Company and not in the name of this Company.

I. REPORTS OF ACTIONS TAKEN.

The Executive Office, or such person or persons as may be designated by it, shall present to this Committee not later than the second meeting of this Committee subsequent to any action taken pursuant to this Delegation a report of: (a) each investment in mortgage loans and real estate committed pursuant hereto, (b) all deferrals of principal payments in each case where the principal balance at maturity will exceed \$1,000,000 and the ratio of the loan to the value of the real estate security will exceed 66 2/3%, (c) all conveyances and sales of real estate, all sales of mortgage loans, (d) all loans which have been charged off, (e) all loans to, or investments in, Partnerships, (f) all loans to, or increases in investments in PRUCO, Inc., or any Real Estate Subsidiary made pursuant to the authority granted herein and (g) a description of any substantial change in the Quality Rating system, which change shall not become effective until so reported.

Mr. John Kimbrough
City of Dallas
Suite 5D South
1500 Marilla
Dallas, Texas 75207

Re: LBJ at Abrams
Dallas, Texas

Dear Mr. Kimbrough:

This letter is written to authorize Vantage Properties, Inc. and Geary, Stahl & Spencer to act on behalf of Texas American Bank to proceed with the necessary procedures in order to amend or terminate deed restrictions affecting the above-referenced property. This authorization to act on behalf of Texas American Bank is limited only to those matters which pertain to the rezoning process, pursuant to the regulations and laws of the State of Texas and the City of Dallas.

Should you require any clarification or have any questions, please feel free to give me a call.

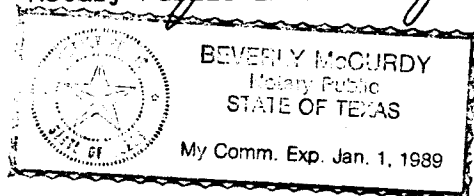
Texas American Bank

By: Jimmy A. Houston
Its: Vice President & Cashier

cc: Kirk Williams
Greg Rodgers

Subscribed and sworn to before me this the 16th day of April, 1986

Beverly McCurdy
Notary Public in and for Dallas County, Texas



861831

The Prudential Insurance Company of America

Dallas Real Estate Investment Office
Diamond Shamrock Tower, Suite 2200
717 North Harwood
Dallas, Texas 75201
Tel. 214-748-9471

Charles W. Schwarz
General Manager
Real Estate Operations

May 1, 1986

Mr. John Kimbrough
City of Dallas
Suite 5D South
1500 Marilla
Dallas, Texas 75207

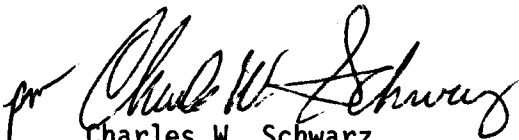
Re: LBJ at Abrams
Dallas, Texas

Dear Mr. Kimbrough:

This letter is written to authorize Vantage Properties, Inc. and Geary, Stahl & Spencer to act on behalf of The Prudential Insurance Company of America to proceed with the necessary procedures in order to amend deed restrictions affecting the above-referenced property. This authorization to act on behalf of The Prudential Insurance Company of America is limited only to those matter which pertain to the rezoning process, pursuant to the regulations and laws of the State of Texas and the City of Dallas.

Should you require any clarification or have any questions, please feel free to give me a call.

Sincerely,



Charles W. Schwarz
Director, Leasing & Mgmt.

CWC:km

cc: Kirk Williams
Greg Rodgers

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86123 4228

FILED
Earl Bullock
COUNTY CLERK
DALLAS COUNTY

86 JUN 25 A 9:45

No. 86-1831
Return to City Secretary
City Hall
Dallas, Texas 75201

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly re-
corded in the volume and page of the named records
of Dallas County, Texas as stamped hereon by me.

JUN 25 1986



Earl Bullock
COUNTY CLERK, Dallas County, Texas

Received

MAY 05 1986

ZONING ADMINISTRATION