

DEED RESTRICTIONS

THE STATE OF TEXAS)
COUNTY OF DALLAS)

) KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, TX Laureland Housing, L.P. ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of Morris Ferris Survey, Abstract No. 460, in City Block 6630, in the City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Madeline N. Hargrove by deed dated September 2, 2003, filed September 30, 2003 and recorded in the Deed Records of Dallas County, Texas, and being more particularly described as follows in Exhibit A. attached hereto..

II.

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

The maximum density for dwelling units is Eight (8) units per acre;

A 50 foot in width "No-Build" zone must be provided parallel to the western Property line.

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 the provisions of this document.

VIII.

The provisions of this document 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 document.

IX.

Unless stated otherwise in this document, the definitions and provisions of Chapter 51A of the Dallas City Code, as amended, apply and are incorporated into this document as if recited in this document.

X.

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

XI.

The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

Deed Restrictions Page 2

XII.

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 this the 10th day of June, 2004.

Owner:

TX Laureland Housing, L.P.

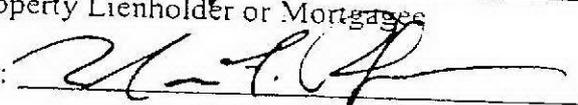
By: 

Printed Name: Brian Potashnik.

Title: Managing Member of the General Partner, TX Laureland Development, L.L.C.

CONSENT AND CONCURRENCE OF LIENHOLDER OR MORTGAGEE

Texas Capital Bank
Property Lienholder or Mortgagee

By: 

Printed Name: Mark F Rodgers

Title: Senior Vice President

APPROVED AS TO FORM:
MADELEINE B. JOHNSON, City Attorney

By: _____
Assistant City Attorney

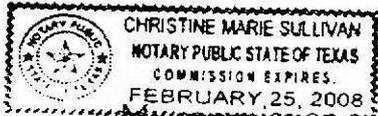
Deed Restrictions Page 3

STATE OF Texas

COUNTY OF Dallas

This instrument was acknowledged before me on this 16th day of June 2004, by Brian Petashnik

(SEAL)



My commission expires:

Christine M. Sullivan

Notary Public

(date)

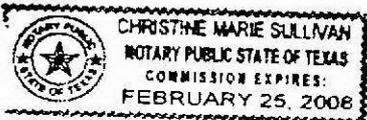
LIENHOLDER OR MORTGAGEE

STATE OF Texas

COUNTY OF Dallas

This instrument was acknowledged before me on this 16th day of June 2004, by Mark F Rodgers

(SEAL)



My commission expires:

2-25-08
(Date)

Notary Public

Deed Restrictions Page 4

*EXHIBIT A*LAND DESCRIPTION
46.5 ACRES

Being a tract of land situated in the Morris Ferris Survey, Abstract No. 460, City of Dallas, Dallas County, Texas and being a portion of Tract I and all of Tract II as described in Quit Claim Deed to Madeline N. Hargrove as recorded in Volume 99020, Page 61 of the Deed Records Dallas County Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the southerly right-of-way line of Camp Wisdom Road (a variable width right-of-way) said point being the most northerly northeast corner of said Tract II:

THENCE, South 01 degrees 03 minutes 18 seconds East, along the easterly line of said Tract II, a distance of 340.03 feet to a point for corner in the approximate centerline of Ricketts Branch, said point being the beginning of a non-tangent curve to the left having a central angle of 09 degrees 45 minutes 10 seconds, a radius of 193.18 feet, and being subtended by a chord of North 49 degrees 19 minutes 48 seconds East a distance of 32.84 feet:

THENCE, along the approximate centerline of Ricketts Branch and the northerly line of said Tract I, the following:

Departing the easterly line of said Tract II and along said curve to the left an arc length of 32.88 feet to a point at the end of said curve:

North 44 degrees 27 minutes 13 seconds East a distance of 34.60 feet to a point at the beginning of a curve to the right having a central angle of 23 degrees 00 minutes 00 seconds, a radius of 193.18 and being subtended by a chord of North 55 degrees 57 minutes 13 seconds East for a distance of 77.00 feet:

Along said curve to the right an arc distance of 77.52 feet to a point at the end of said curve:

North 67 degrees 27 minutes 13 seconds East a distance of 172.40 feet to a point at the beginning of a curve to the left having a central angle of 10 degrees 08 minutes 00 seconds, a radius of 193.18 and being subtended by a chord of North 62 degrees 23 minutes 13 seconds East a distance of 34.12 feet:

Along said curve to the right an arc distance of 34.17 feet to a point at the end of said curve, said point being the most northerly corner of said Tract I and being on the westerly line of a tract of land described in deed to NUHOME DESIGNS, L.L.C. as recorded in Volume 99212, Page 4366 of the Deed Records Dallas County Texas:

THENCE, along the westerly line of said NUHOMES, L.L.C. tract and the approximate centerline of Parrish Branch the following:

South 08 degrees 23 minutes 35 seconds West a distance of 343.67 feet to a point at the beginning of a curve to the left having a central angle of 19 degrees 07 minutes 00 seconds.

a radius of 130.00 and being subtended by a chord of South 01 degrees 10 minutes 55 seconds East a distance of 43.17 feet;

Along said curve to the left an arc distance of 43.37 feet to a point at the end of said curve.

South 10 degrees 44 minutes 25 seconds East a distance of 51.39 feet to a point at the beginning of a curve to the right having a central angle of 23 degrees 04 minutes 00 seconds, a radius of 130.00 and being subtended by a chord of South 00 degrees 48 minutes 35 seconds West a distance of 51.98 feet;

Along said curve to the left an arc distance of 52.34 feet to a point at the end of said curve.

South 12 degrees 20 minutes 35 seconds West a distance of 135.96 feet to a point at the beginning of a curve to the right having a central angle of 23 degrees 42 minutes 09 (deed 24 degrees 50 minutes) seconds, a radius of 130.00 and being subtended by a chord of South 24 degrees 11 minutes 36 seconds West a distance of 53.40 feet;

Along said curve to the left an arc distance of 53.78 (deed 56.35 feet) feet to a point at the end of said curve.

South 00 degrees 16 minutes 55 seconds West a distance of 5.46 feet (deed 5.00 feet) to a point, said point being the most westerly corner of said NUHOMES L.L.C. tract and being on an easterly line of said Tract I;

THENCE, along the approximate centerline of Parrish Branch and an easterly line of said Tract I, the following:

South 44 degrees 33 minutes 13 seconds West a distance of 29.96 feet to a point;

South 12 degrees 15 minutes 13 seconds West a distance of 117.49 feet to a point;

South 47 degrees 29 minutes 13 seconds West a distance of 324.06 feet to a point;

South 14 degrees 16 minutes 48 seconds East a distance of 137.66 feet to a point;

South 18 degrees 30 minutes 13 seconds West a distance of 272.19 feet to a point;

South 32 degrees 03 minutes 48 seconds East a distance of 139.92 feet to a point;

South 59 degrees 04 minutes 13 seconds West a distance of 134.94 feet to a point;

South 44 degrees 33 minutes 48 seconds East a distance of 161.31 feet to a point;

South 01 degrees 43 minutes 48 seconds East a distance of 129.96 feet to a point;

South 78 degrees 01 minutes 13 seconds West a distance of 122.02 feet to a point;

South 41 degrees 41 minutes 15 seconds West a distance of 174.21 feet to a point at the southeast corner of said Tract I:

THENCE. South 88 degrees 12 minutes 13 seconds West, along the southerly line of said Tract I, a distance of 592.52 feet to a 5/8 inch iron rod found at the southwest corner of said Tract I:

THENCE. North 00 degrees 41 minutes 48 seconds West, along the westerly line of Tracts I and II, a distance of 2177.59 feet to a point at the northwest corner of said Tract II:

THENCE. North 88 degrees 53 minutes 13 seconds East, along the northerly line of said Tract I, a distance of 898.45 feet to the **POINT OF BEGINNING** and containing 46.5 acres of land, more or less.

Basis of Bearings:

State Plane Coordinates NAD 1983 (Texas North Central Zone 4202), Based on NGS Control Monument Redbird Airport (PID AB2785) and Buckner Reset (PID AF9156).

DEED RESTRICTIONS

THE STATE OF TEXAS)
) KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS)

I.

The undersigned, TX Laureland Housing, L.P. ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of Morris Ferris Survey, Abstract No. 460, in City Block 6630, in the City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Madeline N. Hargrove by deed dated September 2, 2003, filed September 30, 2003 and recorded in the Deed Records of Dallas County, Texas, and being more particularly described as follows in Exhibit A, attached hereto..

II.

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

The maximum density for dwelling units is Eight (8) units per acre;

A 50 foot in width "No-Build" zone must be provided parallel to the western Property line.

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 the provisions of this document.

VIII.

The provisions of this document 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 document.

IX.

Unless stated otherwise in this document, the definitions and provisions of Chapter 51A of the Dallas City Code, as amended, apply and are incorporated into this document as if recited in this document.

X.

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

XI.

The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

XII.

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 this the _____ day of _____, 2004.

Owner:
TX Laureland Housing, L.P.

By: _____

Printed Name: Brian Potashnik,

Title: Managing Member of the General Partner, TX Laureland Development, L.L.C.

**CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE**

Property Lienholder or Mortgagee

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
MADELEINE B. JOHNSON, City Attorney

By: _____
Assistant City Attorney

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____,

2004, by _____.

(SEAL)

Notary Public

My commission expires:

(date)

LIENHOLDER OR MORTGAGEE

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____,

2004, by _____.

(SEAL)

Notary Public

My commission expires:

(Date)

DEED RESTRICTIONS

THE STATE OF TEXAS)
)
COUNTY OF DALLAS) KNOW ALL PERSONS BY THESE PRESENTS

I.

The undersigned, TX Laureland Housing, L.P., (“the Owner”) is the owner of the following described property (“the Property”), being in particular a tract of land out of the Morris Ferris Survey, Abstract No. 460, Dallas County, Texas, said tract being a tract of land as described in a deed by Madeline N. Hargrove by deed dated September 2, 2003, filed September 30, 2003 and recorded in the Deed Records of Dallas County, Texas and being more particularly described in Exhibit attached hereto and incorporated herein for all purposes.

II.

The Owners do hereby impress all of the Property with the following deed restrictions (“restrictions”), to wit:

The exterior of the units will be masonry construction including but not limited to brick, stucco, stone and/or ‘Hardi-plank’ materials.

A wrought iron perimeter fence with a minimum height of six feet with masonry columns will be constructed and maintained along the Camp Wisdom Road frontage.

A minimum of 125 parking spaces must be covered.

Dumpster enclosures must be screened with masonry walls excluding any gates or openings.

A qualified 501c3 non-profit community based (CHDO) will be admitted into the ownership of the project. The CHDO will be designated by the City of Dallas City Council for this ownership participation.

The Owner will also agree to a minimum of 40% participation of Historically Underutilized Business (HUB).

The minimum 40% HUB participation will be utilized in but limited to the following trades:

- Concrete
- Site work
- Framing
- Electrical/HVAC
- Plumbing
- Painting
- Roofing
- Masonry

214- 915- 4651

III.

1. 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. These restrictions may be amended or terminated by the agreement of the Owner and the Dallas Housing Authority (DHA) through its Executive Director. Notice of any termination or amendment must first be sent to the DHA by certified mail, return receipt requested. If the DHA does not contact Owners by certified mail within thirty (30) days of date of mailing to DHA, consent by DHA will be deemed approved and Owners will be permitted to file an amendment or termination of this instrument.
2. The Owner agrees that these Restrictions inure to the benefit of the DHA. The Owners hereby grant the DHA 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 Owners or the DHA substantially prevails in a legal proceeding to enforce these restrictions, the Parties agree that the prevailing party shall be entitled to recover damages, reasonable attorney's fees, and court costs. The right of the DHA to enforce these restrictions shall not be waived, expressly or otherwise.
3. Any notices required or permitted under this instrument shall be in writing. Notices to Owners shall be sent certified mail, return receipt requested to:
 - (a) TX Laureland Housing, L.P.
5910 North Central Expressway
Suite 1145
Dallas, Texas 75206, or
 - (b) such other address as may be designated by Owners by certified mail, return receipt requested to the DHA. A change in ownership of Property will require said notification.
4. Notices to the Coalition shall be sent certified mail, return receipt requested to:
 - (a) Dallas Housing Authority
c/o Tim Lott
3939 N Hampton Road
Dallas, Texas 75232
 - (b) such other person as may be designated by the DHA by certified mail, return receipt requested to Owners.

V.

The provisions of this document 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 document. Once the property is conveyed, the previous

owner shall have no further obligations under these Restrictions except for obligations incurred during that owner's ownership of the Property.

VI.

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.

VII.

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

VIII.

The invalidation of any provision of this instrument 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 this _____ day of _____, 2004.

TX Laureland Housing, L.P.
OWNER

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledges before me on this _____ day of _____, 2004

by _____ .

(Seal)

Notary Public

My commission expires: _____