

January 8, 1992

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MF-2(A) Multifamily District which was approved by the City Council on January 8, 1992, on Zoning Case #Z912-105/9006-E on property at the northwest corner of Amanda Lane and Pandora Drive; 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-2(A) Multifamily District as described in Ordinance 21167.

Section 2. That said deed restrictions shall be filed 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.

APPROVED BY
CITY COUNCIL

JAN 8 1992

Robert T. Mann
City Secretary

Approved as to form:
ANN LESLIE MUNCY, City Attorney
SAM LINDSA
By *John Bayless*
Assistant City Attorney

APPROVED *Michael E. Clopton*
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

I.

The undersigned, CENTURY PROPERTIES GROWTH FUND XXII (the "Owner"), is the record owner of the property more particularly described in Exhibit A attached hereto (the "Property"), being a tract of land out of the Nathan Fuller Survey, Abstract No. 473, and being Lot 1, out of Block G/7487 and Lot 1, out of Block I/7487, in the City of Dallas ("City"), Dallas County, Texas, and being a portion of the tracts of land conveyed to Owner by Travis Investment Group III, by deed dated effective as of June 27, 1985, and recorded in Volume 91203, Page 3724, in the Deed Records of Dallas County, Texas.

II.

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

The maximum dwelling density for the Property shall be limited to the total number of apartment units in existence as of the date hereof, or 304 apartment units; provided, however, that these restrictions shall not in any way impair the Owner's right (or the right of any future owner of the Property) (or imply an obligation) to reconstruct any of the units currently existing on the Property in the event of any casualty to any of the apartment units.

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 reasonable attorney's fees, damages 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, "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 this document 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.

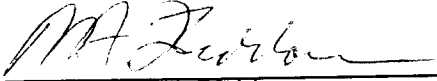
EXECUTED on this the 2nd day of January, 1992.

OWNER:

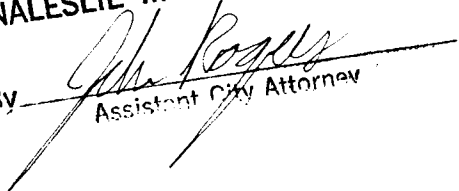
CENTURY PROPERTIES GROWTH FUND
XXII, a California limited
partnership

By: Fox Partners IV, a California
general partnership, its
General Partner

By: Fox Capital Management
Corporation, a California
Corporation, its
General Partner

By: 
Name: Robert A. Fiddaman
Its: Executive Vice President

Approved as to form:
ANALESIE MUNCY, City Attorney

By: 
Assistant City Attorney

THE STATE OF CALIFORNIA §
COUNTY OF SAN MATEO §

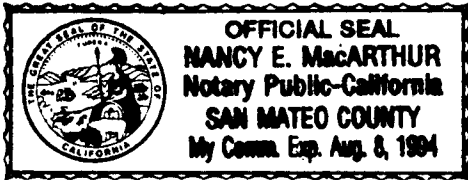
This instrument was acknowledged before me on JANUARY 2, 1992 by ROBERT A. FIDDAMAN, EXECUTIVE VICE PRESIDENT of Fox Capital Management Corporation, a California corporation and the General Partner of Fox Partners IV, a California general partnership and the General Partner of Century Properties Growth Fund XXII, a California limited partnership, on behalf of said limited partnership.

Nancy E. MacArthur

Notary Public
State of California
County of San Mateo

NANCY E. MACARTHUR

Printed Name of Notary



2085B

EXHIBIT "A"

BEING a tract or parcel of land situated in the Nathan Fuller Survey, Abstract No. 473, being Lot 1 out of Block G/7487, and Lot 1, Block I/7487, Stoney Creek Apartments, an addition to the City of Dallas, Dallas County, Texas, according to the plat recorded in Volume 83001, Page 1943, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at the northernmost point of a visibility corner at a 1/2 inch iron pin found in the West line of Amanda Lane (a 56' R.O.W.) said point being North 0 degrees 08 minutes West along said line of Amanda Lane a distance of 10.0 feet from the intersection of said West line of Amanda Lane and the North line of Pandora Drive (a 60' R.O.W.);

THENCE South 37 degrees 49 minutes 27 seconds West a distance of 15.76 feet to a 1/2 inch iron pin found for a corner in the North line of said Pandora Drive said point also being at the beginning of a circular curve to the left whose center bears South 15 degrees 08 minutes 31 seconds East a distance of 300.0 feet, a central angle of 33 degrees 51 minutes 29 seconds, and a tangent of 91.31 feet;

THENCE along said curve in a southwesterly direction along the Northwest line of said Pandora Drive for a distance of 177.28 feet to a 1/2 inch iron pin found for a point of tangency;

THENCE South 41 degrees 00 minutes West continuing along the Northwest line of said Pandora Drive for a distance of 147.74 feet to a 1/2 inch iron pin found for corner;

THENCE North 66 degrees 03 minutes West a distance of 103.44 feet to a 1/2 inch iron pin found for corner;

THENCE North 89 degrees 49 minutes West a distance of 179.52 feet to a 1/2 inch iron pin found for corner;

THENCE North 2 degrees 23 minutes East a distance of 225.48 feet to a 1/2 inch iron pin found for corner;

THENCE North 54 degrees 01 minute East a distance of 115.12 feet to a 1/2 inch iron pin found for corner;

THENCE North 33 degrees 45 minutes West a distance of 132.50 feet to a 1/2 inch iron pin found for corner;

THENCE North 77 degrees 50 minutes East a distance of 97.0 feet to a 1/2 inch iron pin found for corner;

THENCE North 60 degrees 35 minutes West a distance of 127.86 feet to a 1/2 inch iron pin found for a corner in the East line of Wickersham Road;

THENCE North 12 degrees 03 minutes 10 seconds East along the East line of said Wickersham Road for a distance of 109.0 feet to a point of curvature of a circular curve to the left having a central angle of 12 degrees 14 minutes 10 seconds, a radius of 1476.06 feet, and a tangent of 158.21 feet;

THENCE along said curve in a northeasterly direction following along the East line of said Wickersham Road for a distance of 315.23 feet to a 1/2 inch iron pin found for a point of tangency;

THENCE North 0 degrees 11 minutes West continuing along the East line of said Wickersham Road for a distance of 103.77 feet to a 1/2 inch iron pin found for corner;

THENCE South 87 degrees 50 minutes East a distance of 468.68 feet to a 1/2 inch iron pin found for corner;

THENCE South a distance of 18.99 feet to a 1/2 inch iron pin found for corner;

THENCE South 57 degrees 00 minutes East a distance of 341.35 feet to a 1/2 inch iron pin found for a corner in the Northwest line of said Amanda Lane said point being on a circular curve to left whose center bears South 36 degrees 32 minutes 43 seconds East a distance of 203.0 feet, a central angle of 20 degrees 27 minutes 16 seconds, and a tangent of 36.62 feet;

THENCE along said curve in a southwesterly direction along the Northwest line of said Amanda Lane for a distance of 72.47 feet to a 1/2 inch iron pin found for a point of tangency;

THENCE South 33 degrees 00 minutes West continuing along the Northwest line of Amanda Lane for a distance of 365.92 feet to a point of curvature of a circular curve to the left having a central angle of 33 degrees 08 minutes, a radius of 278.0 feet and a tangent of 82.70 feet;

THENCE along said curve in a southwesterly direction along the West line of said Amanda Lane for a distance of 160.76 feet to a 1/2 inch iron pin found for a point of tangency;

THENCE South 0 degrees 08 minutes East continuing along the West line of said Amanda Lane for a distance of 101.41 feet to the POINT OF BEGINNING and containing 553,460 square feet or 12.7057 acres of land.