

2001 Quorum Drive Special District
Land Use by Acre

Land

File: Public Worker #5



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

February 14, 2001

Ms. Donna West, Property Manager
Trammel Crow Company
220 E. Las Colinas Blvd., Suite 276
Irving, TX 75039

Re: Quorum Plaza Landscaping

Dear Ms. West:

I must apologize for not answering your letter of 12/04/2000 sooner regarding your claim for damaged landscaping. While we agree the construction at the intersection of Quorum and Belt Line affected your property, we do not agree to the extent of your claim.

We agree that the lack of water has killed some of the Junipers in the bed along Belt Line Road. We have a contractor available that can replace those Junipers, and we would like your permission for our contractor to do this work on your property. I would appreciate a letter from you giving this permission.

For the rest of your claim, we wish to take a "wait and see" approach to assess damages, as we believe much of the turf and trees will come back in the spring. We intend to provide appropriate compensation, or replacement, for those items that do not come back.

We appreciate your patience and understanding, and look forward to hearing from you in the near future.

Very truly yours,

Town of Addison

James C. Pierce, Jr., P.E.
Assistant Public Works Director

cc: Chris Terry, Assistant City Manager
Michael E. Murphy, P.E., Director of Public Works
Slade Strickland, Director, Parks and Recreation

QUORUM DRIVE SPECIAL DISTRICT
LAND ACQUISITION COSTS

SPECIAL EVENTS LAND

District Element	Square feet	Estimated Cost	Possible Funding
1 Quorum Drive Median	306,000	\$918,000	Hotel/Motel General Fund Bonds
2 East of Conference Center	99,752	\$299,257	Hotel/Motel General Fund Bonds
3 South of Mildred	383,328	\$1,149,984	Hotel/Motel General Fund Bonds
SUBTOTAL	789,080 (18.11 acres)	\$2,367,241	

DART PULSE POINT

4 DART Joint Use	65,340	\$196,020	DART L.A.P. Hotel/Motel General Fund Bonds
SUBTOTAL	65,340 (1.5 acres)	\$196,020	

ARAPAHO ROAD EXTENSION

5 RTC tract	274,428	\$400,000	DART L.A.P. General Fund Bonds
6 Right-of-way to Addison Road	100,000	\$1,000,000	DART L.A.P. General Fund Bonds
SUBTOTAL	374,428 (8.59 acres)	\$1,400,000	
TOTAL ACQUISITION	1,228,848 (28.2 acres)	\$3,963,261	

**QUORUM DRIVE SPECIAL DISTRICT
IMPROVEMENT COSTS**

SPECIAL EVENTS LAND

District Element	Estimated Cost	Possible Funding
1 Quorum Drive Median		
A. Street paving	\$1,750,000	Hotel/Motel General Fund Bonds
B. Median Landscaping	\$510,000	Hotel/Motel General Fund Bonds
C. Street Tree Planting and Sidewalks	\$663,000	Hotel/Motel General Fund Bonds
D. Street Tree Planting on South Quorum and Arapaho	\$292,500	Hotel/Motel General Fund Bonds
SUBTOTAL	\$3,215,500	
2 East of Conference Center		
A. Landscaping	\$60,000	Hotel/Motel General Fund Bonds
3. South of Mildred		
A. Landscaping	\$230,000	Hotel/Motel General Fund Bonds
SUBTOTAL	\$290,000	
 DART PULSE POINT		
4 DART Joint Use		
A. Paving	\$325,000	DART L.A.P. Hotel/Motel General Fund Bonds

B. Tree Planting	\$36,000	DART L.A.P. Hotel/Motel General Fund Bonds
SUBTOTAL	\$361,000	
ARAPAHO ROAD EXTENSION		
5 & 6 RTC tract and R-O-W to Addison Road		
A. Street Paving	\$1,900,000	DART L.A.P. General Fund Bonds
B. Median Landscaping	\$57,600	DART L.A.P. General Fund Bonds
C. Street Tree Planting	\$312,000	DART L.A.P. General Fund Bonds
SUBTOTAL	\$2,269,600	
15% CONTINGENCY	\$340,000	
TOTAL IMPROVEMENT	\$6,476,540	
GRAND TOTAL FOR ACQUISITION AND IMPROVEMENT	\$10,439,361	

SPECDIST

S. Quorum

John - FYI

EXHIBIT "A"

COUNTY : DALLAS
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
PARCEL : 1

PARCEL 1

BEING A 1.7006 ACRE TRACT OF LAND SITUATED IN THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, AND THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF TRACT NO. 1 (ONE) OF S. FINLEY EWING, JR. ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 73093, PAGE 1346, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF ANDERSON & WHITE ADDITION AS RECORDED IN VOLUME 953, PAGE 895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF THE TRACT OF LAND CONVEYED TO EWING ENTERPRISES LTD PS ACCORDING TO THE DEED RECORDED IN VOLUME 98050, PAGE 5573, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF INTERNATIONAL PARKWAY (64' R.O.W.) AND THE EAST LINE OF A 100-FOOT D. P. & L. CO. R.O.W. (VOLUME 4633, PAGE 308 DRDCT) SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK B OF INTERNATIONAL PLACE AS RECORDED IN VOLUME 98097, PAGE 0079, DRDCT;

THENCE ALONG THE EAST LINE OF SAID D. P. & L. CO. R.O.W. NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST (CALLED 17 DEGREES 03 MINUTES 06 SECONDS WEST PER PLAT) A DISTANCE OF 406.78 FEET TO A 1/2" IRON ROD WITH RED FD CAP, SAID POINT BEING THE NORTHWEST CORNER OF THE PREVIOUSLY MENTIONED LOT 1, BLOCK B INTERNATIONAL PLACE AND BEING THE SOUTHWEST CORNER OF SAID TRACT NO. 1 (ONE) OF S. FINLEY EWING, JR. ADDITION AS PREVIOUSLY MENTIONED, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE COMMON LINE BETWEEN SAID D. P. & L. CO. R.O.W. AND THE WEST LINE OF SAID TRACT NO. 1 (ONE) NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 794.95 FEET TO AN IRON ROD SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT NO. 1 (ONE) S. FINLEY EWING, JR. ADDITION AND BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID S. FINLEY EWING, JR. ADDITION NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 451.99 FEET TO A POINT FOR CORNER;

THENCE SOUTH 01 DEGREES 18 MINUTES 41 SECONDS EAST A DISTANCE OF 68.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 27 SECONDS, A RADIUS OF 70.0 FEET, A CHORD BEARING OF SOUTH 82 DEGREES 25 MINUTES 36 SECONDS WEST AND A CHORD LENGTH OF 15.27 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 15.30 FEET TO A POINT FOR CORNER;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE AT A PERPENDICULAR DISTANCE OF 70.0 FEET FROM THE NORTH LINE OF S. FINLEY EWING, JR. ADDITION SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 356.01 FEET TO A POINT FOR CORNER;

THENCE SOUTH 26 DEGREES 46 MINUTES 18 SECONDS WEST A DISTANCE OF 46.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21 DEGREES 10 MINUTES 23 SECONDS, A RADIUS OF 550.0 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 36 MINUTES 11 SECONDS EAST AND A CHORD LENGTH OF 202.09 FEET TO A POINT FOR CORNER, SAID POINT LYING A PERPENDICULAR DISTANCE OF 64.0 FEET FROM THE EAST LINE OF SAID D. P. & L. CO. R.O.W.;

THENCE SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST A DISTANCE OF 492.93 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF SAID S. FINLEY EWING, JR. ADDITION AND THE NORTH LINE OF SAID INTERNATIONAL PLACE;

THENCE ALONG THE SOUTH LINE OF SAID S. FINLEY EWING, JR. ADDITION SOUTH 89 DEGREES 43 MINUTES 00 SECONDS WEST A DISTANCE OF 66.83 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 74,079.16 SQUARE FEET OR 1.7006 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE WEST LINE OF S. FINLEY EWING, JR. ADDITION AS RECORDED IN VOLUME 73093, PAGE 1346, DEED RECORDS OF DALLAS COUNTY, TEXAS.

Ronald A. Young

RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2960

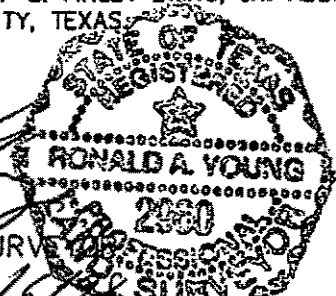
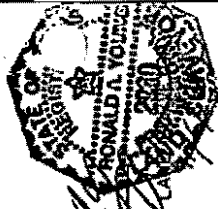


EXHIBIT "B"

COUNTY : DALLAS
ROADWAY : SOUTH QUORUM / INWOOD
CONNECTION
PARCEL : 1



RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2960



ADDISON



CV NO.	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH
1	12° 31' 27"	70.0'	S 82° 25' 36" W	15.36'	S 27° 36' 11" E	202.09'
2	21° 10' 23"	550.0'	S 27° 36' 11" E	203.25'	S 89° 43' 00" W	66.83'

S. FINLEY EWING, JR. ADDITION
V. 73093, P. 1346, DRDCT

TRACT NO. 1 (ONE) ——— TRACT NO. 2 (TWO)

EWING ENTERPRISES LTD PS
V. 98050, P. 5564

EWING B. JV
V. 89052, P. 3292

EWING ENTERPRISES LTD PS
V. 98050, P. 5573

D. P. & L. CO. R.O.W.
(V. 4633, P. 308)

PART OF
ANDERSON & WHITE ADDITION
V. 954, P. 895, DRDCT

LOT 2, BLOCK 1
WELLINGTON SQUARE
V. 79220, P. 2203
DRDCT

LOT 1, BLOCK 1
WELLINGTON SQUARE
V. 79220, P. 2203
DRDCT

LOT 4, BLOCK 1
WELLINGTON SQUARE
V. 79206, P. 0350
DRDCT

INTERNATIONAL PARKWAY

LOT 1, BLOCK B
INTERNATIONAL PLACE
V. 98097, P. 0079, DRDCT

POINT OF
COMMENCING

POINT OF
BEGINNING

ST. LOUIS & SOUTHWESTERN RAILROAD

INWOOD ROAD

TOWN OF ADDISON
CITY OF FARMERS BRANCH

TOWN OF ADDISON
CITY OF FARMERS BRANCH

5' ESMT

15' UTIL ESMT

20' ESMT

15' UTIL ESMT

406.78'

N 17° 01' 00" W

(CALLED N 17° 03' 06" W BY PLAT)

84'

794.95'

S 17° 01' 00" E

492.93'

S 89° 43' 00" W

66.83'

194.22'

576.89'

451.99'

41° 19' E

20' ESMT

N 88° 41' 19" W

356.01'

S 88° 41' 19" W

46.19'

S 26° 46' 18" W

CV1

S 01° 18' 41" E

88.33'

CV2

CVI

PARCEL 1

PARCEL 2

PARCEL 3

PARCEL 4

PARCEL 5

PARCEL 6

PARCEL 7

PARCEL 8

PARCEL 9

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PARCEL 115

PARCEL 116

EXHIBIT "A"

COUNTY : DALLAS
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
PARCEL : 2

PARCEL 2

BEING A 0.0641 ACRE TRACT OF LAND SITUATED IN THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF TRACT NO. 1 (ONE) OF S. FINLEY EWING, JR. ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 73093, PAGE 1346, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF THE TRACT OF LAND CONVEYED TO EWING 8 JV ACCORDING TO THE DEED RECORDED IN VOLUME 89052 PAGE 3292, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF INTERNATIONAL PARKWAY (64' R.O.W.) AND THE EAST LINE OF A 100-FOOT D. P. & L. CO. R.O.W. (VOLUME 4633, PAGE 308 DRDCT) SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK B OF INTERNATIONAL PLACE AS RECORDED IN VOLUME 98097, PAGE 0079, DRDCT;

THENCE ALONG THE EAST LINE OF SAID D. P. & L. CO. R.O.W. NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST (CALLED 17 DEGREES 03 MINUTES 06 SECONDS WEST PER PLAT) A DISTANCE OF 1201.73 FEET TO AN IRON ROD SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT NO. 1 (ONE) S. FINLEY EWING, JR. ADDITION AND BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

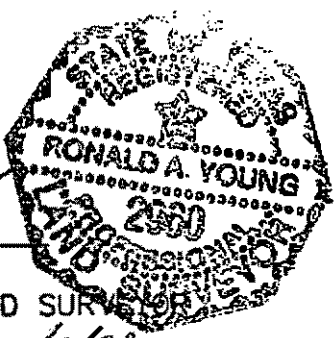
THENCE ALONG THE NORTH LINE OF SAID S. FINLEY EWING, JR. ADDITION NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 451.99 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE OF S. FINLEY EWING, JR. ADDITION NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 54.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 77 DEGREES 28 MINUTES 33 SECONDS, A RADIUS OF 70.0 FEET, A CHORD BEARING OF SOUTH 37 DEGREES 25 MINUTES 36 SECONDS WEST AND A CHORD LENGTH OF 87.61 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 94.65 FEET TO A POINT FOR CORNER;

THENCE NORTH 01 DEGREES 18 MINUTES 41 SECONDS WEST A DISTANCE OF 68.33 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 2794.27 SQUARE FEET OR 0.0641 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE WEST LINE OF S. FINLEY EWING, JR. ADDITION AS RECORDED IN VOLUME 73093, PAGE 1346, DEED RECORDS OF DALLAS COUNTY, TEXAS.

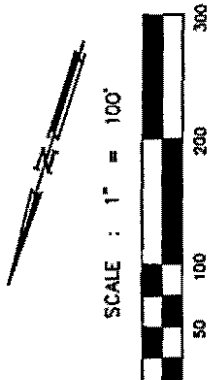


RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2960

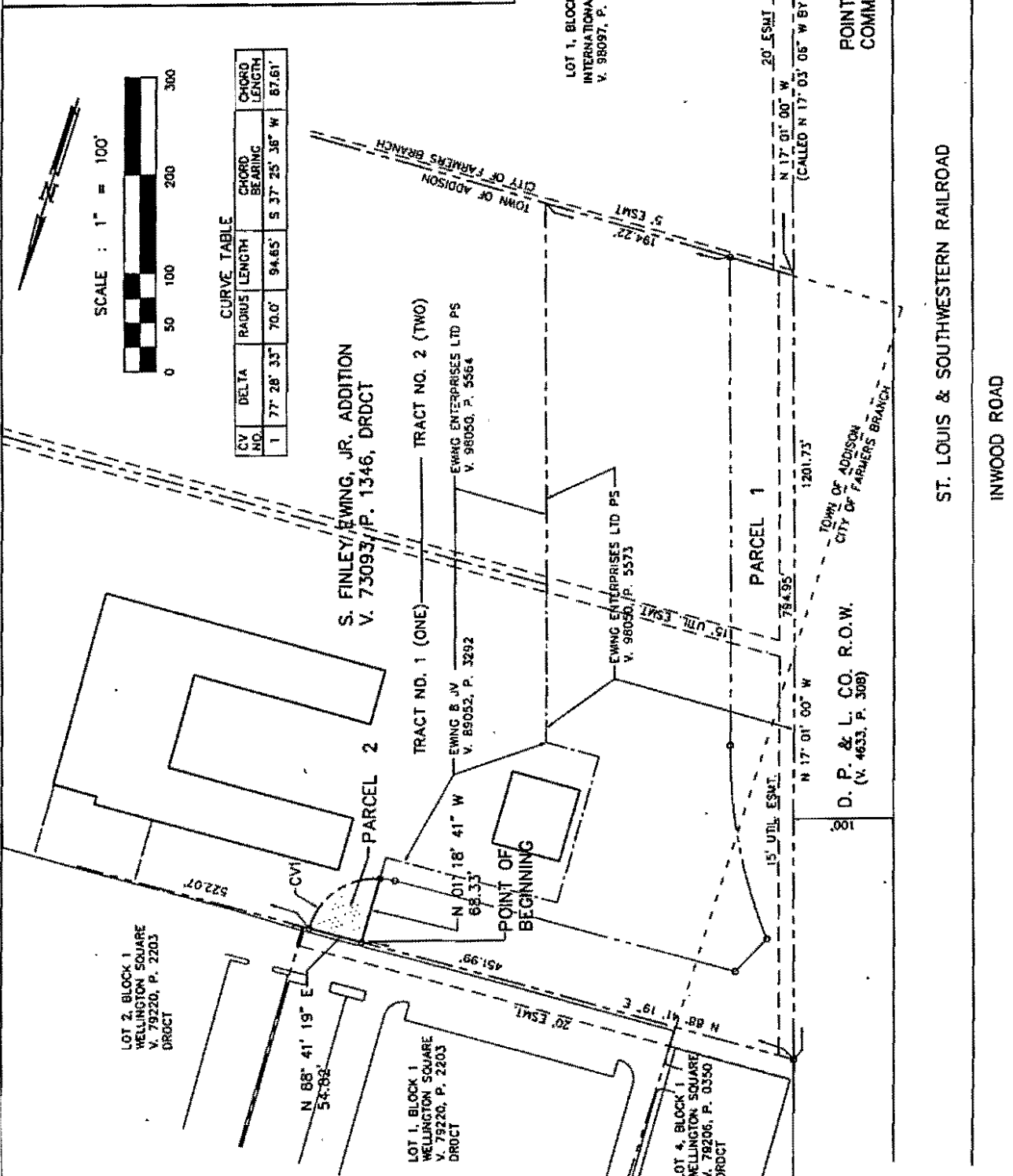
EXHIBIT "B"

COUNTY : DALLAS
 ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
 PARCEL : 2

Ronald A. Young
 RONALD A. YOUNG
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REG. NO. 2960



CV NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	77° 28' 33"	70.0'	94.65'	S 37° 25' 36" W	87.61'



ST. LOUIS & SOUTHWESTERN RAILROAD
 INWOOD ROAD

D. P. & L. CO. R.O.W.
 (V. 4633, P. 308)

TOWN OF ADDISON
 CITY OF FARMERS BRANCH

LOT 1, BLOCK B
 INTERNATIONAL PLACE
 V. 98097, P. 6078, DRDCT

S. FINLEY/EWING, JR. ADDITION
 V. 73093/P. 1346, DRDCT

TRACT NO. 1 (ONE)
 EWING B JV
 V. 85052, P. 3292

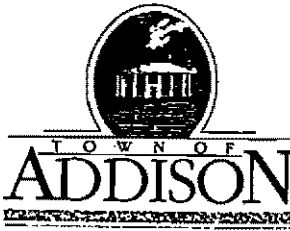
TRACT NO. 2 (TWO)
 EWING ENTERPRISES LTD PS
 V. 98050, P. 5564

EWING ENTERPRISES LTD PS
 V. 98050/P. 5573

LOT 2, BLOCK 1
 WELLINGTON SQUARE
 V. 79220, P. 2203
 DRDCT

LOT 1, BLOCK 1
 WELLINGTON SQUARE
 V. 79220, P. 2203
 DRDCT

LOT 4, BLOCK 1
 WELLINGTON SQUARE
 V. 79206, P. 0350
 DRDCT



CITY MANAGER'S DEPARTMENT

Post Office Box 144 Addison, Texas 75001-0144

• (214) 450-7000 • FAX (214) 960-7684

5300 Belt Line Road

August 17, 1998

Mr. Finley Ewing, President
Ewing Investments
4464 West Plano Parkway
Plano, Texas 75093

Re: Inwood/S. Quorum Connection Project

Dear Mr. Ewing:

As you know, Town staff has been trying to reach a consensus between stakeholders for a method to relieve traffic congestion in the South Quorum/Wellington Center area of Addison. The efforts on this project date back to before 1994.

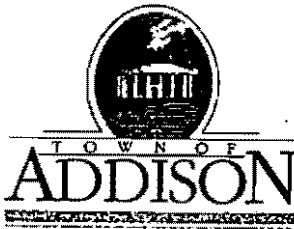
Over 10 different alternative road alignments have been proposed. However, we have been unable to find a solution that satisfies all of the stakeholders with regard to alignment and right-of-way for the project to move forward. This being the case, it is difficult for staff to justify the continuation of manpower and budget expense for this project with little prospect for success.

As a result, staff will recommend at the City Council meeting scheduled for August 25, 1998 that the resources for this project be redirected to other projects that are ready to move forward. If in the future the interested parties would like to present a mutually acceptable plan to us, we would consider revisiting the future of the project.

Please contact me if you have any questions concerning this matter.

Sincerely,

Ron Whitehead
City Manager



CITY MANAGER'S DEPARTMENT

• (214) 450-7000 • FAX (214) 960-7684

Post Office Box 144 Addison, Texas 75001-0144

5300 Belt Line Road

August 17, 1998

Mr. Frank Babb, General Manager
Crescent Real Estate Equities, Ltd.
3333 Lee Parkway, Suite 470
Dallas, Texas 75219

Re: Inwood/S. Quorum Connection Project

Dear Mr. Babb:

As you know, Town staff has been trying to reach a consensus between stakeholders for a method to relieve traffic congestion in the South Quorum/Wellington Center area of Addison. The efforts on this project date back to before 1994.

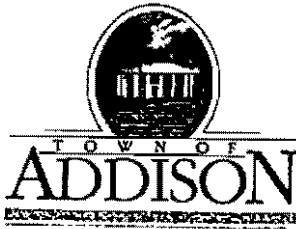
Over 10 different alternative road alignments have been proposed. However, we have been unable to find a solution that satisfies all of the stakeholders with regard to alignment and right-of-way for the project to move forward. This being the case, it is difficult for staff to justify the continuation of manpower and budget expense for this project with little prospect for success.

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Please contact me if you have any questions concerning this matter.

Sincerely,

Ron Whitehead
City Manager



CITY MANAGER'S DEPARTMENT

• (214) 450-7000 • FAX (214) 960-7684

Post Office Box 144 Addison, Texas 75001-0144

5300 Belt Line Road

August 17, 1998

Mr. Brent Steward, CPM
Fidelity Commercial Realty Management
Wellington Center Office Building
14643 Dallas Parkway, Suite 720
Dallas, TX 75240

Re: Inwood/S. Quorum Connection Project

Dear Mr. Steward:

As you know, Town staff has been trying to reach a consensus between stakeholders for a method to relieve traffic congestion in the South Quorum/Wellington Center area of Addison. The efforts on this project date back to before 1994.

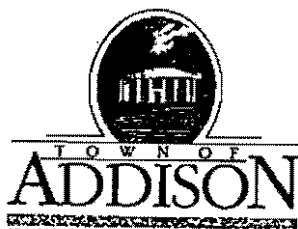
Over 10 different alternative road alignments have been proposed. However, we have been unable to find a solution that satisfies all of the stakeholders with regard to alignment and right-of-way for the project to move forward. This being the case, it is difficult for staff to justify the continuation of manpower and budget expense for this project with little prospect for success.

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Please contact me if you have any questions concerning this matter.

Sincerely,

Ron Whitehead
City Manager



CITY MANAGER'S DEPARTMENT

• (214) 450-7000 • FAX (214) 960-7684

Post Office Box 144 Addison, Texas 75001-0144

5300 Belt Line Road

August 17, 1998

Mr. David B. Curran, Jr.
Executive Vice President
Fults Realty Corporation
9400 N. Central Expressway, 5th Floor
Dallas, TX 75231

Re: Inwood/S. Quorum Connection Project

Dear Mr. Curran:

As you know, Town staff has been trying to reach a consensus between stakeholders for a method to relieve traffic congestion in the South Quorum/Wellington Center area of Addison. The efforts on this project date back to before 1994.

Over 10 different alternative road alignments have been proposed. However, we have been unable to find a solution that satisfies all of the stakeholders with regard to alignment and right-of-way for the project to move forward. This being the case, it is difficult for staff to justify the continuation of manpower and budget expense for this project with little prospect for success.

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Please contact me if you have any questions concerning this matter.

Sincerely,

Ron Whitehead
City Manager

**WELLINGTON
CENTRE**

*CC: Jim Pierce
Ron Whitehead
6-16-98*

June 15, 1998

Mr. John Baumgartner, PE
Town of Addison
Director of Public Works
P.O. Box 9010
Addison, Texas 75001-9010

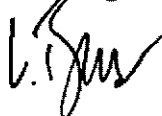
Re: Wellington Centre Letter of Understanding concerning South Quorum Street Project

Dear John,

We have executed and are herein returning the above Letter of Understanding given to us regarding the above road project. We are very much in favor of this project and continue to hope that all the details can be worked out among all parties.

Please call should you have any questions.

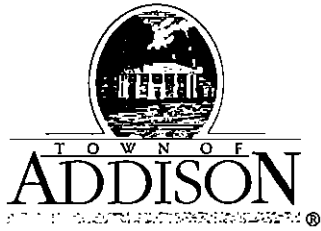
Best Regards,



K. Brent Steward, CPM

Enclosures

Cc- Parkway, Ltd.



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(972) 450-2871

16801 Westgrove

June 2, 1998

Mr. John Baumgartner, P.E.
Town of Addison
Director of Public Works
P.O. Box 9010
Addison, TX 75001-9010

Re: Letter of Understanding Between The Princeton and Wellington Centre

Dear Mr. Baumgartner:

We understand the Town of Addison is attempting to alleviate traffic congestion in the vicinity of The Princeton and Wellington Centre properties.

The Town has proposed constructing a road running generally north and south, to the west of the Princeton property, with a connector road running east from said road through the Ewing Property and connecting into the Princeton property in accordance with the attached sketch.

The management of both the Princeton and Wellington properties have examined the Town's proposal and agree that as a result, traffic flow through both properties will be changed, and that such changes are acceptable.

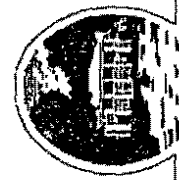
The Princeton and Wellington agree that satisfactory easement modifications will be made that allows Princeton access through Wellington property and vice versa.

By signing below, the Princeton and Wellington properties agree to the roadway concept as proposed by the Town and hereby encourage the Town to move forward with the project.

Very truly yours,

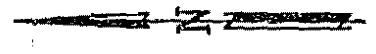
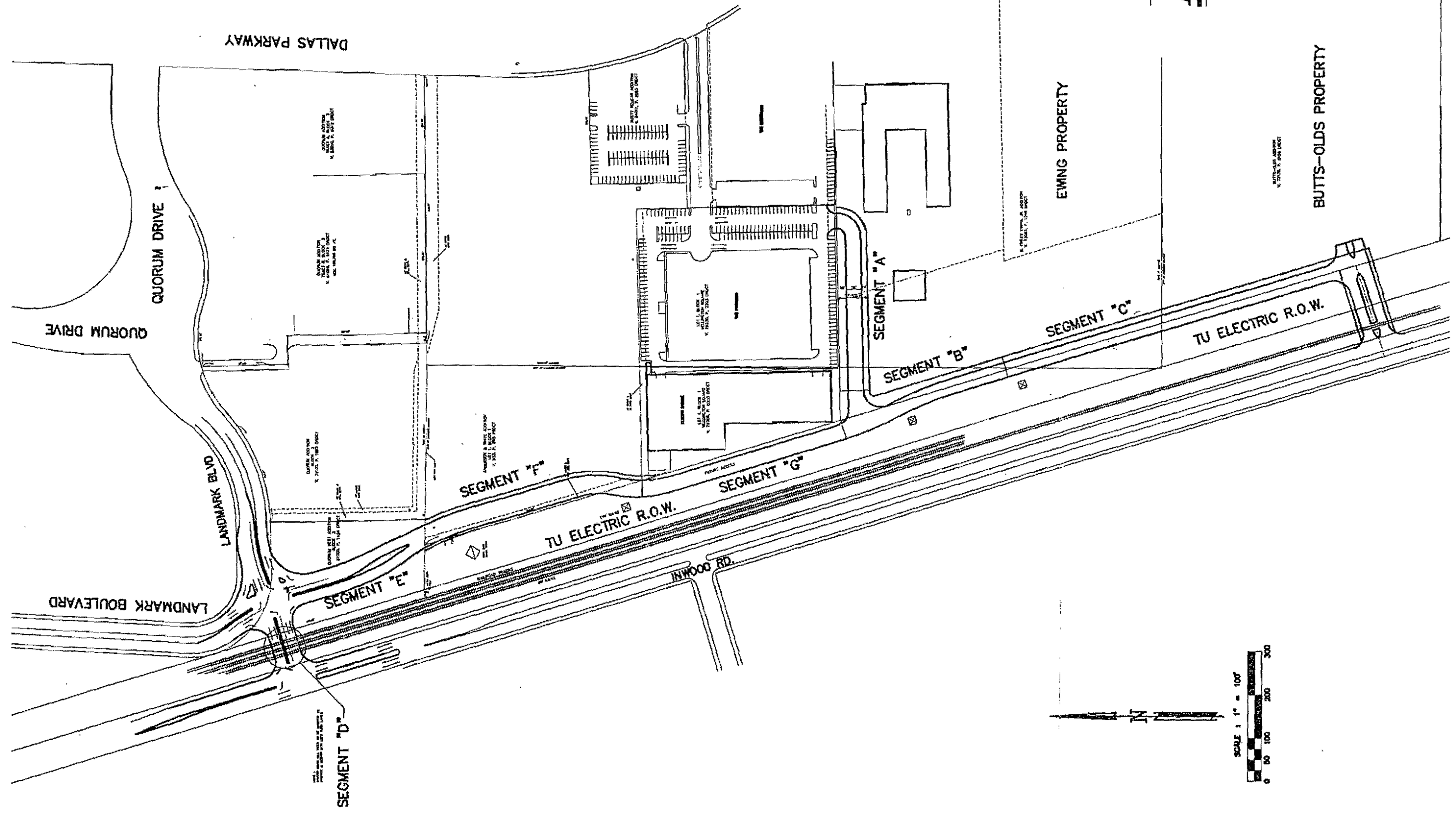
Mr. David B. Curran, Jr.
Executive Vice President
Fults Realty Corporation
9400 N. Central Expressway, 5th Floor
Dallas, TX 75231

Mr. Brent Steward
Wellington Center
14643 Dallas Parkway, Ste. 720, LB#1
Dallas, TX 75240



TOWN OF ADDISON

ALTERNATE 14



DALMAC
CONSTRUCTION



October 30, 1997

Mr. Larry Wallis

Re: Quorum Drive Office Building / Garage Cranes

Larry,

Per our discussion, I have contacted Mr. Al Devane with the Addison Airport and informed him that my intent is to erect a conventional crane with 140' of boom in the garage on Wednesday 10-29-97.

Mr. Devane stated that 140' would not pose a problem. He had received letters requesting a 250' tower and one for a 210' tower.

I asked Mr. Devane if he wanted me to call him each day before we raised the boom. He said that would not be necessary.

Mr. Devane asked me how long the crane would be on site. I said, for months. Mr. Devane stated that he would notify all parties concerned. He added that as low as our cranes were, as compared to the cranes being erected now and in the near future, we were not a concern.

A handwritten signature in cursive script that reads "T. Don Ivy". The signature is written in black ink and is positioned above the typed name.

T. Don Ivy
Project Supt.

TDI/mdt


DALMAC
CONSTRUCTION**TO:**

NAME John Bombgartner
FIRM City of Addison
FACSIMILE 972.450.2837

FROM:

NAME Larry Wallis
DATE October 31, 1997
NO. OF PAGES 2
Including Cover Page
COMMENTS Please call 972.238.0401 if all pages are not received.

Quorum Dr.
Special District
Land Use by
Acre

QOURUM DRIVE SPECIAL DISTRICT LAND USES BY ACRE

MULTI-FAMILY

Total acres.....36.5 acres
Total units @ 50/acre.....1,825
Total assessed value @ \$46,000/unit.....\$83,950,000.

PARK SPACE

Quorum Drive Median.....5.79 acres
Bosque.....2.52 acres

SPECIAL EVENT AND ARTS DISTRICT LAND

East of Quorum.....1.72 acres
Adjacent to Theatre.....2.29 acres
South of Mildred.....2.51 acres

DART PULSE POINT

DART buys.....3.19 acres
Town buys.....1.5 acres

RIGHT-OF-WAY

Quorum Drive, 2,550 feet @ 60'wide.....3.78 acres
Spectrum Drive, 2,550 feet @ 80'wide.....4.77 acres

AD VALOREM TAXES ON VARIOUS LAND USES PER ACRE

Office, Flex space 1-story.....\$390,000/acre
Office, 4-story over surface parking.....\$1,184,000/acre
Office, Class-A, multi-story.....\$3,179,000/acre

Typical Retail center.....\$762,000/acre
Free-standing Restaurant.....\$635,258/acre

Multi-family, 18-unit/acre.....\$493,870/acre
Multi-family, luxury, 50 unit/acre.....\$2,250,000/acre

Single-family, 5 units/acre @ \$115,000..... \$575,000/acre

Quorum Park

cost to serve 3000
cost for special events

749-2913

October 20, 1997

Mr. John Bombgartner
City of Addison
16801 Westgrove Drive
P.O. Box 144
Addison, Texas 75001

DALMAC
CONSTRUCTION

Re: Quorum Drive Office Building/Garage
Cranes



Dear John:

Pursuant to our previous conversations, it is this office's understanding that there are no problems with the use of cranes on the referenced project. The City of Addison airport will allow cranes (not including the tower crane, which is a separate issue) to exceed 130' above grade as long as the following occur:

- 1) the tower is notified prior to the use of the cranes
- 2) there is not inclement weather
- 3) the boom of the crane is laid down at night

There is anticipated to be a 65 ton conventional mobile crane (140' of boom) at the Garage starting on October 27, 1997 and will remain until March 1998. The precast erector is expected to use a crane (approximately 150' boom) at the Building from December 1997 until January 1998, and at the Garage from March until April 1998.

→ The tower crane is scheduled to be raised on November 15, 1997 and it will be approximately 155' above grade for 4-6 weeks.

Please notify this office immediately if you foresee any conflicts.

Sincerely,

A handwritten signature in cursive script, appearing to read "Larry Wallis".

Larry Wallis

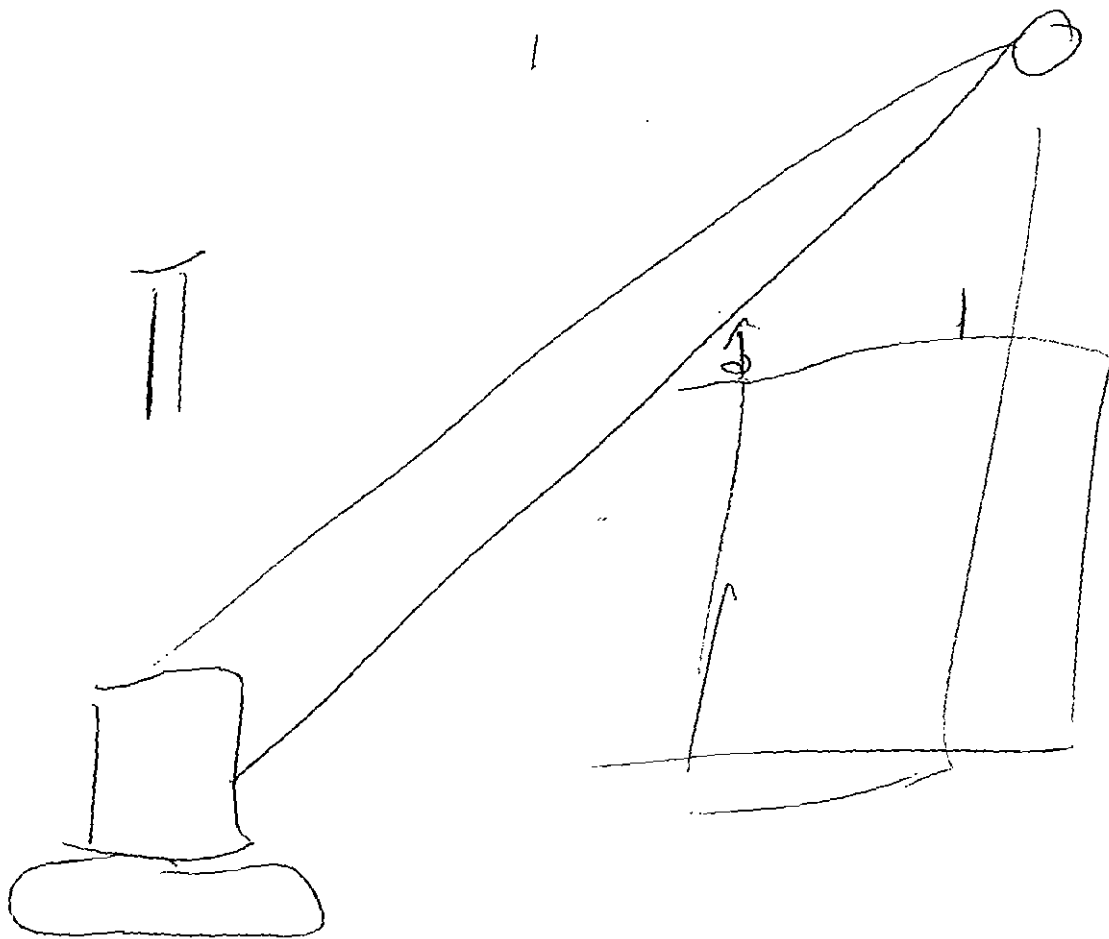
cc: File
Don Ivy

F A C S I M I L E**DALMAC**
CONSTRUCTION**TO:**

NAME John Bombgartner
FIRM City of Addison
FACSIMILE 972.450.2837

FROM:

NAME Larry Wallis
DATE October 20, 1997
NO. OF PAGES 2
Including Cover Page
COMMENTS Please call 972.238.0401 if all pages are not received.



TOWN OF
ADDISON

PUBLIC WORKS

To: Kurt Horn

From: **John Baumgartner, P.E.**
Director

Company: AATI

Phone: 972/450-2886

FAX: 972/450-2837

FAX #: 248-2416

Date: 10/21/97

16801 Westgrove

P.O. Box 144

Addison, TX 75001

of pages (including cover): 2

Original in mail

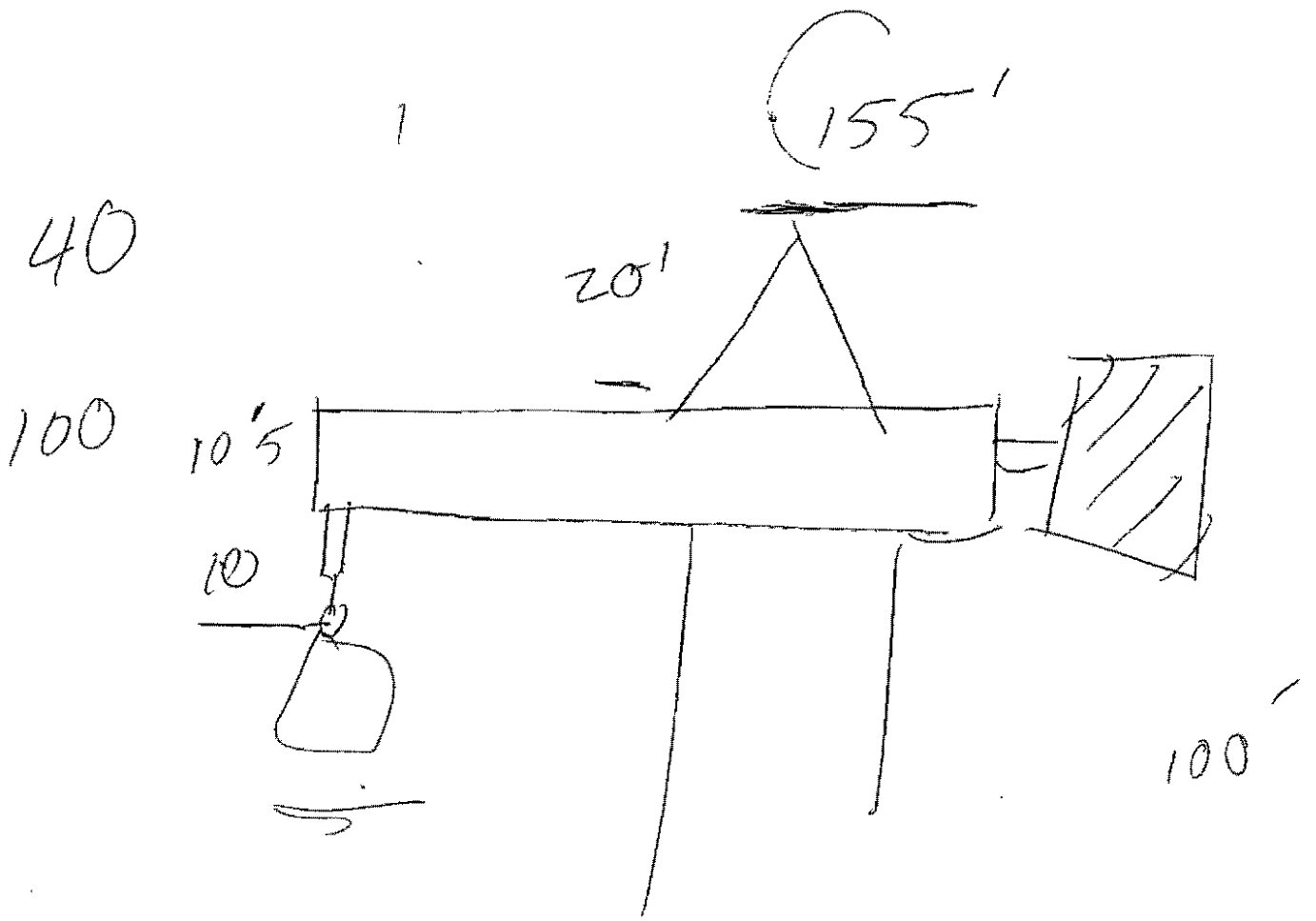
Per your request

FYI

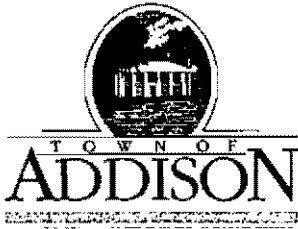
Call me

Comments:

Call John



REC'D APR 17 1996



CITY MANAGER'S DEPARTMENT

(214) 450-7000 • FAX (214) 960-7684

Post Office Box 144 Addison, Texas 75001-0144

5300 Belt Line Road

April 13, 1996

Mr. Gabriel Ben-Abraham
Greywood Development
5000 Quorum Dr., Ste. 455, LB 12
Addison, Texas 75240-7509

Dear Mr. Ben- Abraham:

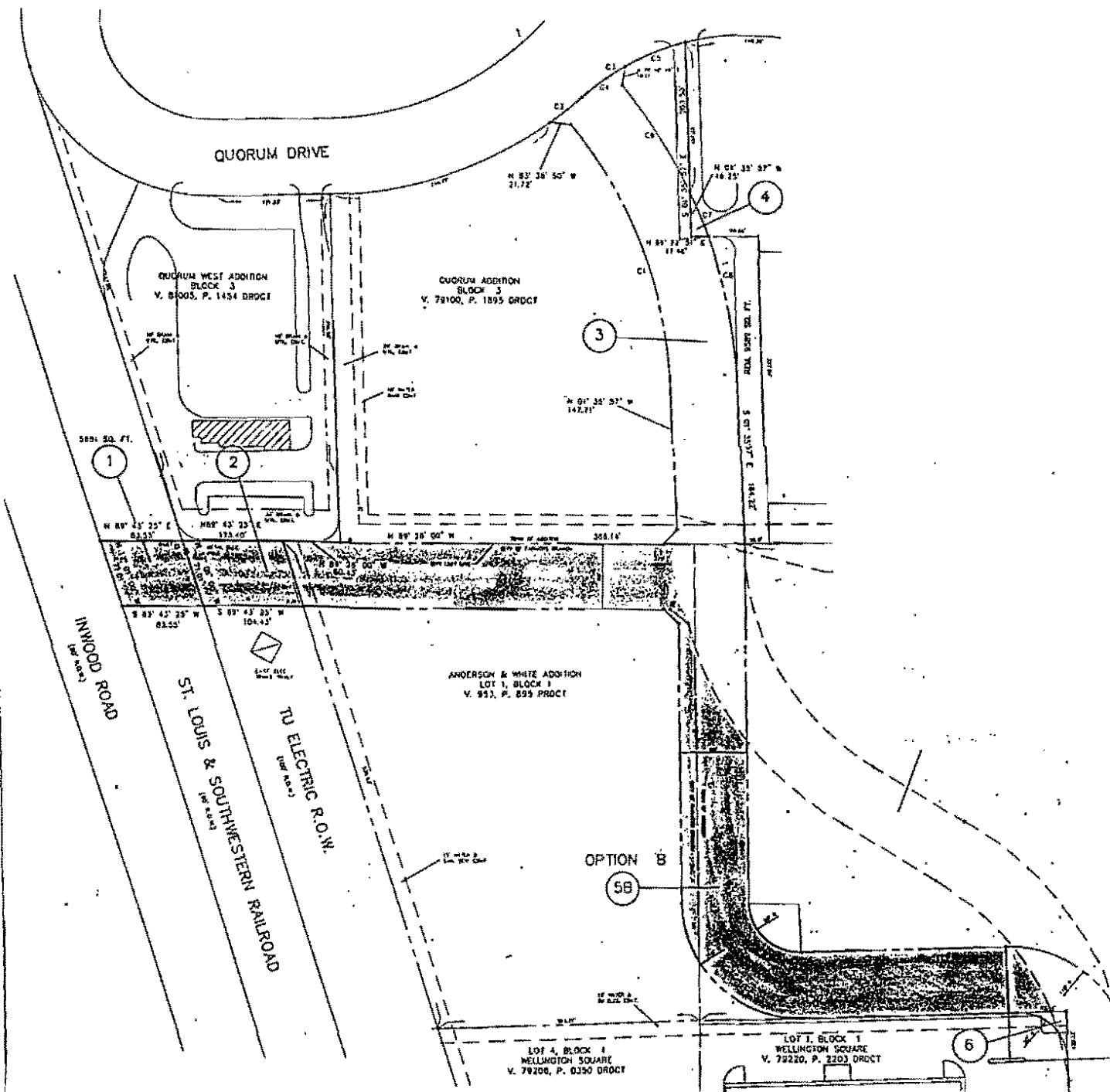
I am writing regarding an infrastructure project the Town is pursuing adjacent to your property on Quorum Drive. The Town is conducting meetings with affected property owners along an approximate 35' ROW that will connect Quorum Drive with the Princeton and Wellington office complexes (see attached schematic). The Addison City Council and a number of businesses in the South Quorum area have expressed a desire to cut this new street. In an effort to develop the proposed street, the Town would request a meeting with you at your earliest convenience to discuss how this project impacts your property at 5000 Quorum Drive.

I look forward to hearing from your office to set up a meeting in the coming days. Thank you for your cooperation.

Respectfully,

Ron Whitehead
City Manager

cc: ~~Mr. John Baumgartner~~
Mr. Jim Duffy



TRANSMITTAL MEMORANDUM

TO:

John Baumgardner

DATE:

11-30-93

FROM: RON WHITEHEAD

SUBJECT:

6.2 acres

TAKE ACTION INDICATED BELOW

Quon

- | | |
|---|--|
| <input type="checkbox"/> NOTE AND FILE | <input type="checkbox"/> PLEASE REPLY PROMPTLY |
| <input type="checkbox"/> RETURN WITH MORE DETAILS | <input type="checkbox"/> TAKE APPROPRIATE ACTION |
| <input type="checkbox"/> PREPARE FOR MY SIGNATURE | <input type="checkbox"/> FOR YOUR INFORMATION |
| <input type="checkbox"/> SEE ME ABOUT THIS _____ | A.M.
P.M. |

COMMENTS:

Please analyze and visit with Mr. Fields!

R

SIGNATURE _____

COWLES & THOMPSON

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

901 MAIN STREET, SUITE 4000
DALLAS, TEXAS 75202-3793

TELEPHONE (214) 670-1100

FAX (214) 698-0310

CHARLES SORRELLS
(1925-1982)

307 W. WASHINGTON, SUITE 100
P.O. BOX 1127
SHERMAN, TEXAS 75091-1127
TELEPHONE (903) 893-8998

100 WEST ADAMS AVENUE, SUITE 321
P.O. BOX 785
TEMPLE, TEXAS 76503-0785
TELEPHONE (817) 771-2800

ONE AMERICAN CENTER, SUITE 777
909 E.S.E LOOP 323
TYLER, TEXAS 75701-8684
TELEPHONE (903) 581-5588

EDWARD J. FIELDS, JR.
(214) 670-1120

November 29, 1993

NOV 30 93

Ron Whitehead, City Manager
Town of Addison
P.O. Box 144
Addison, TX 75001

Re: 6.2 acres on Quorum
Our File No. 3195/25211

Dear Ron:

Enclosed is the Title Commitment issued by Commonwealth. The Title Commitment indicates that title to the property is burdened by:

- Protective Covenants for Quorum North
- Various platted easements
- Access Easement, Volume 84240, Page 3653
- Utility Easement, Volume 84240, Page 3658

We need to analyze the effect of the Protective Covenants and easements. Please call me should you have questions.

Sincerely yours,


Edward J. Fields, Jr.

EJF/krf
Enclosure



Commonwealth
Land Title Company of Dallas

VIA HAND DELIVERY

November 17, 1993

Mr. Steve King
FGB Realty Advisors
14651 Dallas Parkway
Suite 200
Dallas, Texas 75240

Re: Our File No. G9047688
6.272 Acres in G.W. Fisher Survey, Abst 482
Dallas County, Texas


Dear Steve:

In regards to the above file, enclosed please find the Original Commitment for Title Insurance and related exception documents.

As soon as the Tax Certificate is received we will forward a copy for your file.

Should you have any questions or need additional information, please call Beverly Griesse or myself at the above number.

It is our pleasure to be of service to you.

Sincerely,

Sharon Cole
Escrow Assistant for
Beverly Griesse
Senior Vice President

✓ cc: Ed Fields, Esq.
Cowles & Thompson
901 Main, Suite 4000
Dallas, Texas 75202

COMMITMENT FOR TITLE INSURANCE

Issued By



Commonwealth
Land Title Insurance Company

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

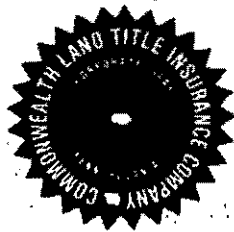
We Commonwealth Land Title Insurance Company will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this commitment to be signed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Dated: Nov 1, 1993

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By: Frederick Buehler

President

Attest: James J. D. Lynch, Jr.

Secretary

Countersigned:

By: Beverly Giese
Authorized Signatory

SCHEDULE A

Effective Date: November 1, 1993

G.F. No. G9047688

Commitment No. (none), issued November 17, 1993

1. The policy or policies to be issued are:

- (a) OWNER POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$464,454.00
PROPOSED INSURED:
TOWN OF ADDISON,

- (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE
--ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$
PROPOSED INSURED:

- (c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:

- (d) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:

- (e) Other:

Policy Amount: \$
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple Title

3. Record title to the land on the Effective Date appears to be vested in:

RESOLUTION TRUST CORPORATION, as RECEIVER for SANDIA FEDERAL SAVINGS ASSOCIATION

4. Legal description of land:

Being a tract of land out of the G.W. FISHER SURVEY, ABSTRACT NO. 482, Town of Addison, Dallas County, Texas and also being known as a portion of McLEAN TRACT ADDITION, an Addition to the Town of Addison, according to the plat thereof recorded in Volume 82005, Page 2784, Map Records, Dallas County, Texas, and being more particularly described by metes and bounds on the attached Exhibit "A".

ADDISON TRACT

EXHIBIT "A"
LEGAL DESCRIPTION

ALL that certain tract of parcel of land lying and being situated in the G.V. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being out of and a part of that certain tract shown to contain 9.645 acres and platted as the MCLEAN TRACT, an Addition to the Town of Addison, recorded in Volume 82005, Page 2784, of the Deed Records of Dallas County, Texas, said tract or parcel of land is herein described as follows: to wit:

BEGINNING at an iron rod set in the East line of Quorum Drive (80 foot R.O.W.) and the South line of the St. Louis and Southwestern Railroad (100 foot R.O.W.);

THENCE with the South line of said St. Louis and Southwestern Railroad North 66 degrees 12 minutes 00 seconds East a distance of 612.25 feet to an iron rod found;

THENCE South 28 degrees 03 minutes 10 seconds East a distance of 614.73 feet to an iron rod found in the North line of Arapaho Road (80 foot R.O.W.);

THENCE along the North line of said Arapaho Road, South 63 degrees 36 minutes 31 seconds West a distance of 275.10 feet to an iron rod set for the point of curvature of a curve to the left having a central angle of 37 degrees 20 minutes 06 seconds, a radius of 270.39 feet, and whose chord bears South 45 degrees 16 minutes 48 seconds West, 173.09 feet;

THENCE along the arc of said curve 176.15 feet to a cut "x" found in concrete drive;

THENCE North 60 degrees 25 minutes 23 seconds West a distance of 179.64 feet to an iron rod found;

THENCE South 89 degrees 34 minutes 37 seconds West a distance of 213.93 feet to a cut "x" found in concrete drive in the East line of said Quorum Drive;

THENCE along the East line of said Quorum Drive, North 00 degrees 25 minutes 00 seconds West a distance of 281.07 feet to the PLACE OF BEGINNING and containing 6.2720 acres or 273,208 square feet of land.

SCHEDULE B

Commitment No.

G.F. No. G9047688

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
Volume 80005, Page 3073, Volume 84201, Page 1770, of the Deed Records of Dallas County, Texas.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 1993, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is provided to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Mortgagee Policy only)

9. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. The following, all according to plat recorded in Volume 82005, Page 2784, of the Map Records of Dallas County, Texas:
 - Building set back line Twenty-five (25) feet in width along the Southeast (Arapaho Road) property line; and
 - Building set back line Fifteen (15) feet in width along the West property line; and
 - An easement Fifteen (15) feet in width along the West property line(s) for Drainage and utilities; and
 - An easement Fifteen (15) feet in width along the Northwest (St.Louis & Southwestern Railroad) property line(s) for Drainage and Utilities; and
 - An easement Fifteen (15) feet in width along the Northeast property line(s) for Drainage and utilities; and
 - An easement Fifteen (15) feet in width along the Southeast (Arapaho Road) property line(s) for Drainage and utilities.
 - b. Rights of parties in possession.
 - c. Easements, or claims of easements, which are not recorded in the public records.
 - d. Rights of tenants in possession under unrecorded leases or rental agreements.
 - e. An easement granted by Iona Developers to adjacent property owner dated May 31, 1984, recorded in Volume 84240, Page 3653, Deed Records, Dallas County, Texas.
 - f. Underground Utility Easement granted by Iona Developers to adjacent property owner dated May 31, 1984, recorded in Volume 84240, Page 3658, Deed Records, Dallas County, Texas.

SCHEDULE C

Commitment No.

G.F. No. G9047688

Your Policy will not cover loss, costs, attorneys fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Upon receipt of a survey acceptable to Company and upon payment of all the expenses in connection with the survey and the applicable premium, if any, Item 2 of Schedule B will be deleted except for "shortages in area," subject to any additional exceptions revealed by the survey.
6. Satisfactory evidence of access having been furnished to Company, the policy to be issued will not contain an access exception.
7. Company must be furnished a properly executed corporate resolution in recordable form of the Board of Directors of Resolution Trust Corporation, as Receiver for Sandia Federal Savings Association authorizing the proposed transaction and establishing authority of the officers to act on behalf of the corporation.

COMMONWEALTH LAND TITLE COMPANY OF DALLAS

By: Buddy Griss
Authorized Countersignature

SCHEDULE D

1. Commonwealth Land Title Insurance Company is a wholly owned subsidiary of Reliance Group Holdings, Inc. Reliance Group Holdings, Inc., had total assets of \$10.0 billion dollars at December 31, 1990. Reliance Group securities are publicly traded on the Philadelphia Stock Exchange.

Commonwealth Land Title Insurance Company's officers and directors at December 31, 1992 were as follows:

Herbert Wender, Chairman & CEO
Frederick L. Tomblin, President
& Chief Operating Officer
Stephen H. Weatherby, Sr. Vice
President & Controller
Edward P. Locher, Sr. Vice
President & Treasurer
James J. D. Lynch, Jr., Vice
President & Secretary
Joseph N. Buchman, Sr. Vice
President
Clifford L. Collins Sr. Vice
President

Robert J. Hauser, Sr. Vice President
William Bock, Sr. Vice President
Gary C. Kidd, Sr. Vice President
James P. Kozel, Sr. Vice President
Wayne L. Levins, Sr. Vice President
Irving Morgenroth, Exec. Vice President
H. Robert Naftzinger, Sr. Vice President
Gary L. Opper, Sr. Vice President
John P. Rapp, Sr. Vice President
James J. Ryan, Sr. Vice President
Jeffrey C. Selby, Sr. Vice President

DIRECTORS

George E. Bello
Frederick L. Tomblin
Robert M. Steinberg

Saul P. Steinberg
Irving Morgenroth

James J. D. Lynch, Jr.
Herbert Wender

2. As to each Commitment for Title Insurance issued by a (i) a Title Insurance Agent, or (ii) a Title Insurance Company, where not issued by a Title Insurance Agent, the issuing Title Insurance Agent or Title Insurance Company shall disclose:

(a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

(b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

(c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

(d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.

(e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

You are further advised that the estimated title premium* is:
 Owners Policy \$ _____ Endorsement Charges \$ _____
 Mortgagee Policy \$ _____ Total \$ _____

Of this amount: \$/% _____ will be paid to the policy issuing Title Insurance Company; \$/% _____ will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
\$/% _____	_____	_____
\$/% _____	_____	_____
\$/% _____	_____	_____

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the State Board of Insurance.

3. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

Commonwealth Land Title Company of Dallas is a wholly owned subsidiary of Commonwealth Land Title Insurance Company.

Commonwealth Land Title Company of Dallas officers at October 11, 1993 were as follows:

Glen W. Cochran, Jr., President and Chief Executive Officer
 Judy Marcotte, Senior Vice President and Secretary
 Tracy Byers, Vice President, Chief Financial Officer and Treasurer
 Richard O. Roberts, Vice President and Senior Counsel

DIRECTORS

Frederick L. Tomblin
 Cliff L. Collins
 Glen W. Cochran, Jr.

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this Policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company or the Insured, unless the insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this Policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the rules in effect at the Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorney's fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request."

I request deletion of the Arbitration provision.

SIGNATURE

DATE

TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
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Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the State Board of Insurance by calling the Title Insurance Company at 1-800-925-0965 or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

19

ACCESS EASEMENT

3242

9.00 DEED
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STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, IONA DEVELOPERS, a Texas partnership, whose address is 5025 Arapaho, Suite 101, Dallas, Texas 75248 (herein called "Grantor"), is the owner of two tracts of land located in Addison, Dallas County, Texas, and being more particularly described in Exhibit "A" (herein called "Tract 1"), and Exhibit "B" (herein called "Tract 2"), attached hereto and incorporated herein by reference (herein called collectively the "Property"); and

WHEREAS, Grantor desires to grant for the use and benefit of the owners of Tract 1, their successors and assigns (herein called "Grantee"); and

WHEREAS, Grantor desires to grant to Grantee, an access and utility easement within that portion of Tract 2, described on Exhibit "C" attached hereto and incorporated herein by reference (herein called the "Easement Area").

NOW, THEREFORE, Grantor, for Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration, does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee a non-exclusive right-of-way and easement of ingress and egress in, over and along the Easement Area for the passage of pedestrian and vehicular traffic; for the installation, maintenance, repair and replacement of underground utilities and for storm drainage, subject to the following conditions:

1. Grantor, for itself, its successors and assigns, shall retain, reserve and continue to enjoy the use of the Easement Area for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement.
2. Grantor acknowledges that there is presently lying within the Easement Area a paved roadway. Grantor and Grantee agree to share equally in the cost of maintaining such roadway in a first-class condition.

TO HAVE AND TO HOLD, the above described right-of-way and easement unto the said Grantee, its successors and assigns forever execute this the 31st day of MAY, 1984.

IONA DEVELOPERS

By [Signature]

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on MAY, 1984, by HARVEY McLEON of DALLAS, Texas corporation, on behalf of said corporation.

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

My commission expires: 8/2/85

84240 3653

EXHIBIT "A"

BEING a tract of land situated in the G. W. Fisher Survey, Abstract No. 482, City of Addison, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point, said point being the intersection point of the west right-of-way of Spectrum Drive, (80 foot R.O.W.) and the north right-of-way of Arapaho Road (60 foot R.O.W.)'

THENCE S. 89° 56' 04" W., along said North R.O.W., a distance of 355.00 feet to a point for corner;

THENCE N 45° 03' 56" W., for a distance of 21.34 feet to a point;

THENCE N 00° 25' 00" W., for a distance of 26.92 feet to a point, said point being the point of curvature of a curve to the right, said curve having a central angle of 18° 40' 18", a 110.00 foot radius, and a chord bearing of N 08° 55' 09" E., 35.69 feet;

THENCE, along arc of said curve a distance of 35.85 feet to a point, said point being the point of reverse curvature on a curve to the left, said curve having a central angle of 18° 40' 18", a 460.00 foot radius, and a chord bearing of N 08° 55' 09" E., 149.24 feet;

THENCE, along arc of said curve for a distance of 149.91 feet to the point of tangency of said curve;

THENCE N 00° 25' 00" W., for a distance of 140.57 feet to a point for corner;

THENCE N 89° 35' 00" E., for a distance of 213.93 feet to a point for corner;

THENCE S 60° 11' 00" E., for a distance of 179.64 feet to a point, said point being located in the west R.O.W. line of Arapaho Road (80 foot R.O.W.) and also located in a curve to the left, said curve having a central angle of 27° 01' 07" a 270.43 foot radius, and a chord bearing of S 13° 05' 33" W., 127.34 feet;

THENCE, along arc of said curve for a distance of 127.52 feet to the point of tangency of said curve;

THENCE S 00° 25' 00" E., along said West R.O.W., for a distance of 154.66 feet to the POINT OF BEGINNING;

CONTAINING 124,692.91 square feet or 2.861 acres of land.

84240 3654

EXHIBIT "B"

BEING a tract of land situated in the G. W. FISHER SURVEY, ABSTRACT NO. 482, City of Addison, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at the West right-of-way line of Spectra Drive, (80 foot R.O.W.) and the North right-of-way line of Arapaho Road (60 foot R.O.W.);

THENCE N 00° 25' 00" W along the West right-of-way line of Arapaho Road (80 foot R.O.W.) for a distance of 154.66 feet to a point, said point also being the point of curvature of a curve to the right whose central angle is 27° 01' 07" a radius of 270.43 feet and a tangent length of 64.97 feet;

THENCE Northwesterly along said curve for a distance of 127.52 feet to a point, said point also being the point of beginning.

THENCE N 60° 25' 00" W for a distance of 179.64 feet to a point for corner;

THENCE S 89° 35' 00" W for a distance of 213.93 feet to a point for corner;

THENCE N 00° 25' 00" W for a distance of 281.12 feet to a point for corner, said point also being in the South right-of-way line of a tract of land owned by St. Louis and Southwestern Railroad;

THENCE N 66° 12' 00" E along said South right-of-way line for a distance of 612.25 feet to a point for corner;

THENCE S 26° 03' 10" E for a distance of 414.80 feet to a point for corner, said point being in the North right-of-way line of said Arapaho Road;

THENCE S 63° 56' 46" W along the North right-of-way line of said Arapaho Road for a distance of 275.11 feet to a point, said point also being the point of curvature of a curve to the left whose central angle is 37° 23' 37" a radius of 270.42 feet and a tangent length of 91.38 feet;

THENCE Southwesterly along said curve for a distance of 176.25 feet to a point, said point also being the POINT OF BEGINNING.

CONTAINING 273,253.35 square feet or 6.273 acres of land.

84240 3655

EXHIBIT "C"

ACCESS & UTILITY EASEMENT DESCRIPTION

BEING a parcel or strip of land situated in the G. W. Fisher Survey, Abstract No. 482, City of Addison, Dallas County, Texas, and being more particularly described as follows:

COMMENCING from the intersection of the West line of Arapaho Road (a 80' R.O.W.) and the North line of Arapaho Road (a 60' R.O.W.); Thence North 0° 25' 00" West along the West line of said Arapaho Road for a distance of 154.68 feet to a point of curvature of a circular curve to the right having a central angle of 27° 00' 54", a radius of 270.42 feet and a tangent of 64.66 feet; Thence along said curve to the right in a Northeasterly direction and continuing along the West line of said Arapaho Road for an arc length of 127.5 feet to the POINT OF BEGINNING;

THENCE North 60° 25' West, a distance of 130.0 feet to a point for a corner;

THENCE North 29° 35' East, a distance of 63.0 feet to a point for a corner;

THENCE South 60° 25' East, a distance of 44.68 feet to a point for a corner;

THENCE South 41° 10' East, a distance of 66.56 feet to a point in the West line of said Arapaho Road said point being on a circular curve to the left whose center bears South 56° 05' 40" East, a distance of 270.42 feet, having a central angle of 7° 18' 26", and a tangent of 17.27 feet;

THENCE along said curve to the left in a Southwesterly direction along the West line of said Arapaho Road for an arc length of 34.49 feet to the POINT OF BEGINNING and containing 7,090 square feet of land.

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STATE OF TEXAS
COUNTY CLERK
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COUNTY CLERK

DEC 10 1984

Cal B. Bland
COUNTY CLERK DALLAS COUNTY, TEXAS



RICHARD ... LOFF
WINSTON, MCGUIRE, ET AL
1700 MCKENNA DR DALLAS TEXAS 75201
DA, TX

811
UNDERGROUND UTILITY EASEMENT

3243

11.00 DOLL
0 2 12/10/84

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, IONA DEVELOPERS, a Texas partnership (herein called "Grantor"), is the owner of two tracts of land located in Addison, Dallas County, Texas, and being more particularly described in Exhibit "A" (herein called "Tract 1"), and Exhibit "B" (herein called "Tract 2"), attached hereto and incorporated herein by reference (herein called collectively the "Property"); and

WHEREAS, Grantor desires to grant for the use and benefit of the owners of Tract 1 (herein called "Grantee") a subsurface utility easement within that portion of Tract 2, described on Exhibit "C" attached hereto and incorporated herein by reference (herein called the "Easement Area").

NOW, THEREFORE, Grantor, for Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, does by these presents, GRANT, BARGAIN, SELL and CONVEY to Grantee, their successors and assigns, an easement and right-of-way within the Easement Area, to construct, inspect, maintain, repair, operate, replace, relocate, change the size of and remove in whole or in part, subsurface utilities, subject to the following conditions:

1. Grantor, for itself, its successors and assigns, shall retain, reserve and continue to enjoy the use of the Easement Area for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement, including, but not limited to, Grantor's rights to build within and use the Easement Area for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting and parking area and other like uses, and shall further retain and reserve the right to dedicate all or any part of the Easement Area to any city for use as a public street, road, alley or utility easement.
2. The above easement is further conditioned upon the following:
 - (a) All utilities shall be buried to a depth of at least two (2) feet below the surface of the land within the Easement Area.
 - (b) Except for in an emergency situation, Grantee will give Grantor reasonable notice prior to its entry upon and use of the Easement Area and will cause all work within the Easement Area to be done and completed as expeditiously as possible so as to limit to a minimum the Grantee's use of the Easement Area.
 - (c) Grantee, at its sole cost and expense, will repair any and all damage to the Easement Area caused by Grantee's use of the same. Further, Grantor shall not be liable for and Grantee will indemnify Grantor of and from all fines, suits, claims, demands, losses and actions (including attorneys' fees) for any injury to person or damage to or loss of property on or about the Easement Area caused by the negligence or misconduct of Grantee, its employees, contractors, subcontractors, invitees or by any person entering upon the Easement Area under the express or implied invitation of Grantee, or arising out of Grantee's use of the Easement Area.
3. This instrument is the complete and exclusive statement of the terms of the easement herein granted, and is subject to the valid and applicable laws, ordinances and restrictions.

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4. This easement shall terminate upon the cessation of use thereof by Grantee for the purposes herein granted.

5. The provisions of this instrument shall run with the land and shall bind and benefit Grantor, Grantee and their respective successors and assigns.

EXECUTED this the 31st day of MAY, 1984.

IONA DEVELOPERS

By [Signature]

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on May, 1984, by HARVEY McLEAN of IONA DEVELOPERS, a Texas corporation, on behalf of said corporation.

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

My commission expires:

12/15

84240 3659

465

EXHIBIT "A"

BEING a tract of land situated in the G. W. Fisher Survey, Abstract No. 482, City of Addison, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point, said point being the intersection point of the west right-of-way of Spectrum Drive, (80 foot R.O.W.) and the north right-of-way of Arapaho Road (60 foot R.O.W.)

THENCE S. 89° 56' 04" W., along said North R.O.W., a distance of 355.00 feet to a point for corner;

THENCE N 45° 03' 56" W., for a distance of 21.34 feet to a point;

THENCE N 00° 25' 00" W., for a distance of 26.92 feet to a point, said point being the point of curvature of a curve to the right, said curve having a central angle of 18° 40' 18", a 110.00 foot radius, and a chord bearing of N 08° 55' 09" E., 35.69 feet;

THENCE, along arc of said curve a distance of 35.85 feet to a point, said point being the point of reverse curvature on a curve to the left, said curve having a central angle of 18° 40' 18", a 460.00 foot radius, and a chord bearing of N 08° 55' 09" E., 149.24 feet;

THENCE, along arc of said curve for a distance of 149.91 feet to the point of tangency of said curve;

THENCE N 00° 25' 00" W., for a distance of 140.57 feet to a point for corner;

THENCE N 89° 35' 00" E., for a distance of 213.93 feet to a point for corner;

THENCE S 60° 25' 00" E., for a distance of 179.64 feet to a point, said point being located in the west R.O.W. line of Arapaho Road (80 foot R.O.W.) and also located in a curve to the left, said curve having a central angle of 27° 01' 07" a 270.43 foot radius, and a chord bearing of S 13° 05' 33" W., 127.34 feet;

THENCE, along arc of said curve for a distance of 127.52 feet to the point of tangency of said curve;

THENCE S 00° 25' 00" E., along said West R.O.W., for a distance of 154.66 feet to the POINT OF BEGINNING;

CONTAINING 124,692.91 square feet or 2.863 acres of land.

84240 3660

EXHIBIT "B"

BEING a tract of land situated in the G. W. FISHER SURVEY, ABSTRACT NO. 482, City of Addison, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at the West right-of-way line of Spectrum Drive, (80 foot R.O.W.) and the North right-of-way line of Arapaho Road (60 foot R.O.W.);

THENCE N 00° 25' 00" W along the West right-of-way line of Arapaho Road (80 foot R.O.W.) for a distance of 154.66 feet to a point, said point also being the point of curvature of a curve to the right whose central angle is 27° 01' 07" a radius of 270.43 feet and a tangent length of 64.97 feet;

THENCE Northwesterly along said curve for a distance of 127.52 feet to a point, said point also being the point of beginning.

THENCE N 60° 25' 00" W for a distance of 179.64 feet to a point for corner;

THENCE S 89° 35' 00" W for a distance of 213.93 feet to a point for corner;

THENCE N 00° 25' 00" W for a distance of 281.12 feet to a point for corner, said point also being in the South right-of-way line of a tract of land owned by St. Louis and Southwestern Railroad;

THENCE N 66° 12' 00" E along said South right-of-way line for a distance of 612.25 feet to a point for corner;

THENCE S 26° 03' 10" E for a distance of 414.80 feet to a point for corner, said point being in the North right-of-way line of said Arapaho Road;

THENCE S 63° 56' 46" W along the North right-of-way line of said Arapaho Road for a distance of 275.11 feet to a point, said point also being the point of curvature of a curve to the left whose central angle is 37° 20' 37" a radius of 270.42 feet and a tangent length of 91.38 feet;

THENCE Southeasterly along said curve for a distance of 176.25 feet to a point, said point also being the POINT OF BEGINNING.

CONTAINING 273,253.35 square feet or 6.273 acres of land.

84240 3661

EXHIBIT "C"

BEING a parcel or strip of land 10 feet in width situated in the G. W. Fisher Survey, Abstract No. 482, City of Addison, Dallas County, Texas, and being more particularly described as follows:

COMMENCING from the intersection of the West line of Arapaho Road (a 80' R.O.W.) and the North line of Arapaho Road (a 60' R.O.W.); Thence North $0^{\circ} 25' 00''$ West along the West line of said Arapaho Road for a distance of 154.68 feet to a point of curvature of a circular curve to the right having a central angle of $27^{\circ} 00' 54''$, a radius of 270.42 feet and a tangent of 64.66 feet; Thence along said curve to the right in a Northeasterly direction and continuing along the West line of said Arapaho Road for an arc length of 127.5 feet to a point for a corner; Thence North $60^{\circ} 25'$ West departing from the West line of said Arapaho Road for a distance of 179.64 feet to the POINT OF BEGINNING said point being the centerline of a 10.0 feet wide easement, 5.0 feet on either side of centerline described;

THENCE North $45^{\circ} 25'$ West, a distance of 28.28 feet to a point for a corner;

THENCE South $89^{\circ} 35'$ West, a distance of 193.93 feet to the end of the easement.

84240 3662

DATE OF ISSUE
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COUNTY OF CALIF.
COUNTY CLERK, SAN DIEGO, CALIF.

84 DEC 10 PM 2:14

ALMIGHTY
COUNTY CLERK
SAN DIEGO, CALIF.

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PROTECTIVE COVENANTS DEED RECORD

FOR

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QUORUM NORTH

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THIS DECLARATION, made this 3rd day of January, 1980, by DAON-TEXAS, a partnership, acting by and through its partner duly authorized (hereinafter referred to as "Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of QUORUM NORTH, an Addition to the City of Addison, Dallas County, Texas, according to the subdivision plat (the "Plat") thereof recorded in Volume 2,005, Page 1742, of the Map Records of Dallas County, Texas (all of the land in said Addition and the improvements now or hereafter situated thereon being hereinafter called the "Properties"); and

WHEREAS, Declarant desires to take advantage of the presently-existing unique geographical features of the Properties and proposes to establish and implement highly sophisticated and aesthetic plans for office, hotel, and limited retail and commercial use in order to create a unique and highly landscaped and attractive office park community on the Properties and to provide for the maintenance and improvement of such landscaped areas; and, to this end, desires to subject the Properties to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; each and all of which is and are for the benefit of the Properties and each Owner of a Lot (as such terms are hereinafter defined) and which restrictive covenants and conditions will also comply with and be subject to the lawful requirements of all applicable governmental entities and agencies, including the Comprehensive Zoning Ordinances of the City of Addison, Texas and of utility companies to better ensure the care and maintenance of the landscaped areas; and

WHEREAS, Declarant desires to impose said covenants, conditions, restrictions, easements, charges and liens on the Properties and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to control and maintain the first-class quality and distinction of the Properties; and

WHEREAS, Declarant has deemed it desirable, and in the best interests of the Owners of the Lots (as such terms are hereinafter defined), for the efficient preservation of the values in said community and maintenance and improvement of the landscaped areas, to create an entity to which would be delegated and assigned the powers of maintaining certain common utility facilities, certain areas dedicated to the public, and landscaped areas, enforcing these restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated QUORUM NORTH PROTECTIVE CORPORATION, a Texas non-profit corporation, and has designated it as such entity.

NOW, THEREFORE, Declarant hereby declares that the Properties are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes collectively referred to herein as the "Covenants, Conditions and Restrictions") hereinafter set forth.

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ARTICLE I.
DEFINITIONS

The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise clearly indicate or prohibit), shall have the following meanings:

(a) "Corporation" shall mean and refer to QUORUM NORTH PROTECTIVE CORPORATION, a Texas non-profit corporation, which will have the power, duty and responsibility of maintaining certain common utility facilities, certain areas dedicated to the public, and landscaped areas thereon and administering and enforcing the Covenants, Conditions and Restrictions and collecting and disbursing the assessments and charges hereinafter prescribed.

(b) "Properties" shall mean and refer to the real property described hereinabove.

(c) "Landscaped Areas" shall mean and refer to any and all areas of land within the Lots which are required to be planted with grass, plantings, ground cover, trees, hedges and/or shrubs, and expressly excluding therefrom all streets, building sites, buildings, parking areas, driveways and pedestrian walkways.

(d) "Lot" shall mean and refer to any one of the plots or tracts of land identified by site and block number on Exhibit "A" attached hereto and made a part hereof for all purposes, or if no site divisions of any block are shown thereon, shall refer to the entire block. All references to subdivided portions of Lots shall refer to portions of Lots officially subdivided in accordance with the rules and regulations of the City of Addison and Dallas County, Texas.

(e) "Owner" shall mean and refer to each and every person or business entity (whether one or more) who is a record owner of a fee simple or undivided fee simple interest in any Lot or subdivided part thereof subject to these Covenants, Conditions and Restrictions; however, the word "Owner" shall not include person(s) or entity(ies) who hold merely a lien or interest in a Lot or subdivided part thereof as security for the performance of an obligation (specifically including, but not limited to, any mortgagee or trustee or beneficiary under a Mortgage or Deed of Trust unless and until such mortgagee or beneficiary has acquired record legal title pursuant to foreclosure or any proceeding in lieu thereof).

(f) "Member" shall mean and refer to each owner of a Lot or subdivided part thereof as provided in Article II hereof.

(g) "Declarant" shall mean and refer to DAON-TEXAS and the successor(s) and assign(s) (if any) of DAON-TEXAS with respect to the voluntary disposition of all (or substantially all) of the assets and/or stock of DAON-TEXAS and/or the voluntary disposition of all (or substantially all) of the right, title and interest of DAON-TEXAS in and to the Properties prior to the completion of development thereon and/or any assignee who shall receive by written assignment from DAON-TEXAS all or a portion of its rights hereunder as Declarant. No person or entity merely purchasing one or more Lots or subdivided parts thereof from DAON-TEXAS shall be considered as "Declarant".

(g) "Net Acreage" shall mean the size of the Lots as determined on Exhibit "A," aggregating 58.89 acres. In the event of a subdivision of any Lot, the Net Acreage for said Lot shall be allocated by Graham Associates, Inc., between the parts collectively constituting the Lot, and said allocation made in good faith shall be conclusive on all interested parties.

(h) "Landscaping" shall mean growing plants, including grass, plantings, vines, ground cover, trees, hedges and shrubs.

(i) "Quorum Loop" shall mean a to be named landscaped parkway designated for purposes of identification on Exhibit "A" as "Quorum Loop North" and dedicated or to be dedicated to the public.

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802 3 10 2 4

(j) "Landscaped Median" shall mean the landscaped median to Quorum Loop.

(k) "Common Landscape Facilities" shall mean the landscaping, sprinkler system serving the Landscaped Areas and Landscaped Median, lighting facilities and street furniture (if any) installed by Declarant in the Landscaped Areas, Landscaped Median and/or adjacent to Quorum Loop (but excluding driveway or parking area lighting and street furniture installed or to be installed by Owners other than Declarant), and water features, if any, installed by Declarant for the mutual benefit of the Properties.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

Section 1. Membership. Every Owner of a Lot or subdivided part thereof shall automatically become and must remain a Member of the Corporation in good standing.

Section 2. Voting Rights. The Corporation shall have two (2) classes of voting membership, Class A and Class B. Class A Members shall be all Members with the exception of Declarant. The Class B Member(s) shall be Declarant. Until Declarant has sold and conveyed sixty-five percent (65%) of the Net Acres in the Properties (other than to a successor Declarant) i.e., 38.28 Net Acres or more, the Class A Members shall not be entitled to vote and the Class B Member shall be entitled to one-hundredth (1/100) of one (1) vote for each one-hundredth (1/100) of one (1) Net Acre of Lot in which it holds the interest required for membership. The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following:

(a) when Declarant shall have sold and conveyed sixty-five percent (65%) of the Net Acreage of Lots, i.e., 38.28 Net Acres, or more, to separate, distinct, bona fide third parties for their own account, use and occupancy; or

(b) December 31, 1984.

From and after such conversion, each Class A Members shall be entitled to one-hundredth (1/100) of one (1) vote for each one-hundredth (1/100) of a Net Acre in which it holds the interest required for membership. When more than one person holds such interest in any Lot or subdivided part thereof, all such persons shall be Members, and the vote for such Lot or subdivided part thereof shall be exercised as they, among themselves, determine, but in no event shall more than one-hundredth (1/100) of one (1) vote be cast with respect to each such one-hundredth (1/100) of one (1) Net Acre. A person's or entity's membership in the Corporation shall terminate automatically whenever such person or entity ceases to be an Owner, but such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Corporation or the Declaration during the period of such ownership, or impair any rights or remedies which the Corporation or any other Owner has with regard to such former Owner.

Section 3. Quorum, Voting and Notice Requirements. Members holding one-third (1/3) of the votes entitled to be cast (i.e., the Owners of 19.63 Net Acres), represented in person or by legitimate proxy, shall constitute a quorum. The vote of the majority of the votes entitled to be cast by the Members present, or represented by legitimate proxy at a meeting at which a quorum is present, shall be the act of the Members meeting, except that any action authorized by Article III, Section 4, shall require the assent of two-thirds (2/3) of the votes entitled to be cast (i.e., the Owners of 39.26 Net Acres), by the Members present, or represented by legitimate proxy at a legally constituted meeting. Notice requirements for all action to be taken by the Corporation shall be as set forth in its Articles of Incorporation and By-Laws, as the same may be amended from time to time. Notwithstanding the foregoing, any Owner may collaterally assign the voting rights of a Lot or subdivided part thereof to the beneficiary of a first lien

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deed of trust or first mortgage of said Lot or said subdivided part thereof as additional security, which said assignment shall not be effective until written notice thereof is actually received by the Corporation, together with evidence of said beneficiary's or mortgagee's entitlement to cast said votes.

Notwithstanding the aforementioned voting rights within the Corporation and consistent with the provisions of Article III, Section 4 hereinafter, until:

- (a) The Declarant no longer owns either:
 - (i) record title to any Lot; or
 - (ii) a lien interest in any Lot; or
- (b) December 31, 1984,

whichever occurs first in time, neither the Corporation nor the Members shall take any action with respect to the modification or abandonment of these Protective Covenants without the consent and approval of the Declarant, which shall not be unreasonably withheld or delayed.

ARTICLE III.

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Obligation of Assessments.

Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each Owner of any Lot 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 and agree (and such covenant shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot), to pay to the Corporation (or to an independent entity or agency which may be designated by the Corporation to receive such monies): (i) regular annual assessments or charges for maintenance and replacement of portions as required of the Landscaped Areas, Common Landscape Facilities, Landscaped Median (and portions of the Properties with regard to those matters described within Article III, Section 2, and Article IV, Sections 1, 2, 4 and 6); (ii) special group assessments for capital improvements (as provided in Article III, Section 4) or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (iii) special individual assessments levied against individual Lot Owners to reimburse the Corporation for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear; such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special group, and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing obligation of the then-existing Owner of such Lot at the time when the assessment became due.

Section 2. Purpose of Assessments.

The assessments levied by the Corporation shall be used exclusively for the purpose of promoting the enjoyment and welfare of the Owners of the Properties, and in particular for the (i) maintenance (and replacement as necessary, but excluding initial construction unless authorized pursuant to Article III, Section 4) of the Landscaped Areas, Landscaped Median and Common Landscape Facilities; (ii) the payment for hazard insurance in connection with the Landscaped Areas, Landscaped Median and Common Landscape Facilities and any improvements or facilities thereon to be replaced by Corporation and public liability insurance of Corporation; (iii) paying the cost of labor, equipment (including the expense of leasing any equipment) and material required for, and management and supervision of, the Landscaped Areas, Landscaped Median, and Common Landscape Facilities; (iv) carrying out the duties of the Board of Directors of the Corporation as set forth in Article IV hereafter; (v) carrying out the purposes of the Corporation as stated in its Articles of Incorporation; and (vi) carrying out the various matters set forth or envisioned herein; and (vii) reimbursing the reasonable expenses of, and paying reasonable

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compensation, to (in such amounts, if any, established by the Board of Directors) the members of the Architectural Control Committee and/or Board of Directors for the performance of their duties hereunder.

Section 3. Basis and Amount of Annual Assessments. Each year while these Covenants, Conditions and Restrictions are in force, the Board of Directors shall set the amount of the annual assessment for each year for each Lot, taking into consideration the then current maintenance costs and the future needs of the Corporation; provided, however, that the said annual assessments shall be ratably assessed based solely upon Net Acreage.

Section 4. Special Group Assessments for Capital Improvements. In addition to the regular assessments authorized by Section 3 hereof, commencing on the first anniversary of the filing of these Covenants, Conditions and Restrictions, the Corporation may levy in any calendar year a special group assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of construction or reconstruction, unexpected repair or replacement of any capital improvement (excluding buildings) upon the Landscaped Areas or Landscaped Median, or the Common Landscape Facilities, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of the two-thirds (2/3) of the votes of the Members of the Corporation entitled to be cast who are voting in person or by legitimate proxy at a meeting duly called for this purpose (i.e., Owners of 39.26 Net Acres), as provided in Section 3 of Article II, and provided that said special assessment shall be ratably assessed based solely upon Net Acreage.

Section 5. Date of Commencement of Assessments; Due Dates. The initial regular assessment provided for herein shall commence on the date fixed by the Board of Directors of the Corporation to be the date of commencement, and shall be payable quarterly in advance, on the first day of each month being the first month in said quarterly period thereafter. The due date or dates, if it is to be paid in installments, of any special group assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors with Respect to Assessments.

(a) In the event of a revision to the amount or rate of the regular assessment, or establishment of a special group assessment or special individual assessment, the Board of Directors of the Corporation shall fix the amount of the assessment against each Lot or subdivided part thereof and the applicable due date(s) for each assessment at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots or subdivided part thereof and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(b) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Corporation, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of the payment for any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment; The Obligation of the Owner; the Lien; Remedies of the Corporation.

(a) If any assessment or any part thereof is not paid on the date(s) when due and remains unpaid for a period of thirty (30) days thereafter, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon at the maximum legal rate and costs of collection thereof, thereupon become a continuing debt secured by a self-executing lien on the Lot or subdivided part thereof of the non-paying Owner which shall bind such Lot or subdivided part thereof in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The Corporation shall have the right to reject partial payment(s) of

any assessment(s) and demand full payment thereof, or the Corporation may accept such partial payment(s) on account only, without waiving any rights hereunder with regard to the remaining balance due. The obligation of the then Owner to pay such assessment, however, shall remain his personal or corporate obligation, as the case may be, and shall not pass to his successors in title unless expressly assumed by them. The lien for any unpaid assessments, however, shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Landscaped Areas or abandonment of his Lot or part thereof.

(b) If any assessment or part thereof is not fully paid within thirty (30) days after the due date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and if there is no maximum legal rate of interest, then at the rate of eighteen percent (18%) per annum, and the Corporation may, at its election, retain the services of any attorney for collection and/or to foreclose the lien against the property subject thereto and/or pursue any other remedy which the Corporation may have at law or in equity, and there shall be added to the amount of such unpaid assessment any and all collection costs incurred hereunder by the Corporation, including reasonable attorneys' fees and costs of suit.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust or to any other mortgage or deed of trust in favor of any bank, savings and loan association, insurance company or similar financial institution for the financing of construction of improvements upon said Lot (including as a part thereof the financing of the acquisition of the Lot) or refinancing of capital improvements now or hereafter placed upon any Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale (whether public or private) of such Lot or subdivided part thereof pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve any such new Owner thereof from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

ARTICLE IV.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE CORPORATION

Section 1. Powers and Duties. The Board of Directors of the Corporation (herein the "Board"), for the benefit of the Corporation, Properties and the Owners, shall provide, and shall pay for out of the maintenance fund provided for in Article III, Section 1 above, the following:

(a) Maintenance, mowing, pruning, watering, fertilizing, preservation and replacing of the landscaping on the Landscaped Areas and Landscaped Median, and full maintenance, operation and replacement of the Common Landscape Facilities, including the furnishing and upkeep of any desired personal property for use in the Landscaped Areas and Landscaped Median, specifically including, but not limited to, sprinklers, sprinkler mains and laterals, sprinkler heads, equipment, planting boxes, landscape lighting and project signage, water features, water pumps and related items. Initial installation of sprinklers, sprinkler laterals and sprinkler heads in the Landscaped Areas shall be the obligation of Lot Owners.

(b) The reasonable cost of services of a person or firm to manage the Corporation or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for

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the operation of the Corporation, whether such personnel are employed directly by the Board or by such manager;

(c) Legal and accounting services;

(d) A policy or policies of insurance insuring the Corporation against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Corporation, in an amount not less than \$100,000.00 to indemnify against the claim of one person, \$300,000.00 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000.00 per occurrence;

(e) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(f) Such fidelity bonds as the Board may determine to be advisable; and

(g) Any other material, supplies, furniture, labor, services, maintenance, repairs, alterations, insurance, taxes or assessments (excluding taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which, in its reasonable opinion, shall be necessary or proper for the operation or protection of the Corporation or for the enforcement of these Covenants, Conditions and Restrictions.

Section 2. Additional Rights, Powers and Duties of the Board. The Board shall have the following additional rights and powers with respect to the performance of the obligations of the Corporation hereunder:

(a) To enter into agreements or contracts with insurance companies, the holders of first mortgage liens on the individual Lots or subdivided parts thereof and utility companies with respect to: (i) insurance coverage (if any) on Landscaped Areas, as either or both relate to the assessment, collection and disbursement process envisioned by Article IV hereinabove; and (ii) utility installation, consumption and service matters;

(b) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;

(c) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Corporation;

(d) To sue or defend in any court of law in behalf of the Corporation and to provide adequate reserves for repairs and replacements;

(e) To make reasonable rules and regulations for the operation of the Landscaped Areas and portions of the Properties as specified herein and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by the Owners of more than fifty percent (50%) of the Net Acreage;

(f) To make available to each Owner within sixty (60) days after the end of each year an annual report and, upon the written request of one-third (1/3) of the Members, to have such report audited by an independent certified public accountant, which audited report shall be made available to each Member within thirty (30) days after completion;

(g) Pursuant to Article V herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace

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lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency; and

(h) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

Section 3. Board Powers. With respect to the performance of the obligations of the Corporation hereunder, the Board shall have the right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

Section 4. Maintenance Contracts. The Board, on behalf of the Corporation, shall have the full power and authority to contract with any Owner (including without limitation the Declarant) for performance, on behalf of the Corporation, of services which the Corporation is otherwise required to perform pursuant to the terms hereof, such contracts to be at competitive rates and otherwise upon such terms and conditions and for such consideration as the Board may deem proper advisable and in the best interest of the Corporation.

Section 5. Liability Limitations. Neither any Member nor the Board nor the Directors (or any of them) nor the officers (if any) of the Corporation shall be personally liable for debts contracted for or otherwise incurred by the Corporation or for a tort of another Member, whether or not such other Member was acting on behalf of the Corporation or otherwise. Neither the Declarant, the Corporation, its Directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. The Declarant, the Corporation or any other person, firm or association liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof.

Section 6. Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expense and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Corporation. The aggregate deposits in such reserve funds shall not exceed Five Thousand and No/100 Dollars (\$5,000.00) except upon approval by a majority of Members voting in person or by proxy at a legally constituted meeting duly called for the purpose of giving such approval.

ARTICLE V.

INSURANCE; REPAIR AND RESTORATION

Section 1. Right to Purchase Insurance. The Corporation shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Landscaped Areas, Landscaped Median and/or Common Landscape Facilities, any improvements thereon or appurtenant thereto, for the interest of the Corporation, its Board of Directors, agents and employees, and of all Members of the Corporation, in such amounts and with such endorsements and coverage as shall be considered good, sound insurance coverage for properties similar in construction, location, and use to the Properties. Such insurance may include, but need not be limited to:

(a) Comprehensive public liability and property damage insurance on a broad form basis, including coverage of personal liability (if any) of the Owners and Members with respect to the Landscaped Areas and Landscaped Median;

(b) Fidelity bond for all officers and employees of the Corporation having control over the receipt or disbursement of funds.

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Section 2. Insurance Proceeds. The Corporation and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Corporation, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Corporation as part of the general reserve fund for repair and replacement of the Landscaped Areas, Landscaped Median and Common Landscape Facilities.

Section 3. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Corporation may levy a special group assessment, as provided for in Article III of this Declaration, to cover the deficiency.

ARTICLE VI.

USE OF LOTS AND LANDSCAPED AREAS

The Properties (and the improvements situated thereon) shall be occupied and used as follows:

(a) Each Lot or subdivided part thereof shall be used exclusively for a use permitted for said Lot in the use plan for Quorum North attached hereto as Exhibit "B" and made a part hereof for all purposes and as herein provided, and parking spaces and areas shall be used exclusively for the parking of conventional passenger automobiles, except as otherwise provided hereafter, and except that Declarant may conduct its sales and marketing program for the Properties from an building owned by it and/or from temporary sales building(s) and trailers and except that Declarant may conduct its construction and development operations and activities on the Properties and, in connection therewith, do all things reasonably necessary or convenient in order to most expeditiously commence, continue and complete such construction and development operations (specifically including, but not limited to), construction and maintenance of temporary buildings and/or trailers for storage of construction materials and equipment, and open storage of uncovered building materials and equipment, and provided further, any builder (other than Declarant) employed by an Owner to construct improvements on said Owner's Lot or subdivided part thereof may conduct its construction operations and activities on such Lot or subdivided part thereof and, in connection therewith, do all things reasonably necessary in order to most expeditiously commence, continue and complete such construction operations (specifically including, but not limited to) construction and maintenance of temporary buildings and/or trailers for storage of construction materials and equipment and open storage of uncovered building materials and equipment, with all such construction operations and storage to be confined solely within the boundaries of the Lot or subdivided part thereof on which such construction is occurring (excluding, however, any part of any easement lying within or adjacent to such Lot or subdivided part thereof). Subject to the provisions of Article VII, Sections 8 and 15 hereof, no more than one (1) package liquor store and one (1) florist shop may be established in the zone designated for use as hotel/office/retail, and no more than one (1) package liquor store and one (1) florist shop may be established in the zone for which the designated use is office/retail. No package liquor store or florist shop may be established in the zone for which the designated use is office. No hotel, motor hotel, resort or other lodging facility that provides overnight sleeping accommodations on a daily rental basis shall be erected within any zone for which the designated use is office or office/retail, as distinguished from the zone designated for hotel/office/retail use:

(b) No Owner shall permit anything within Owner's control to be done or kept in any building or his Lot or subdivided part

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thereof which would violate any applicable public law or zoning ordinance or which will result in the cancellation of, or increase the premium(s) for, any insurance carried by the Corporation, or which would be in violation of any law or any rule or regulation promulgated by the Board. No waste shall be permitted in the Landscaped Areas:

(2) No animals, livestock or poultry shall be raised, bred or kept in any portion of the Properties;

(3) No sign of any kind shall be displayed to the public view on or from any part of the Properties except as provided in Article VII, Section 15 hereof;

(4) All Owners and occupants shall abide by reasonable rules and regulations adopted by the Board pursuant to the provisions of Article IV, Section 2(a) hereof. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Corporation for all damages and costs, including reasonable attorneys' fees; and

(5) No Owner shall use the word "Quorum" or any derivative thereof in the name of any building upon the Properties, unless said building shall be named using solely its street address. Each Owner using printed advertising or promotional material making reference to Quorum shall cause said reference to Quorum to appear in Optima typeface except where said reference appears in the body of textual material.

ARTICLE VII.

PROTECTIVE COVENANTS

Section 1. Antennae. Except with respect to roof mounted antennae extending no more than ten (10) feet above the said roof line, and subject to Sections 8 and 15 of this Article, no antenna or other similar structure shall be constructed or erected on any Lot.

Section 2. Fences. All service and sanitation facilities must (to the extent reasonably practicable) be enclosed within fences, walls or landscaping so as not to be directly visible from Quorum Loop, Dallas Parkway, Belt Line Road or adjacent Lots. No fence, wall or hedge shall be erected, placed or altered on any Landscaped Area without the approval of the Architectural Control Committee.

Section 3. Easements; Utilities. Easements and access easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Easements and access easements for the installation and maintenance of utilities and underground drainage facilities fifteen feet (15') in width are hereby reserved along the boundary line of each Lot and along either side of the lines established or to be established dividing Blocks 1 and 2 into sites. Temporary construction easements are further reserved across the Properties to permit the development work to be performed by or on behalf of Declarant. Easements for ingress and egress are reserved as shown on the recorded subdivision plat. Except as to (i) special street lighting or other aerial facilities which may be required by the City of Addison or which may be required by any utility company or which may be installed by the Declarant pursuant to its development plan, or (ii) aerial facilities now in place, or (iii) aerial facilities installed by Declarant within easements along any exterior boundary of the Properties, or (iv) or as a requirement imposed by any public utility, or (v) meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities, no aerial utility facilities of any type shall be erected or installed on the Properties, whether upon individual Lots, easements, streets, or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Properties; and, except as herein provided, all

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utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground. All utility meters, equipment, air conditioning compressors, air conditioning and heating units and similar items must (to the extent reasonably practicable) be visually screened and located in areas not visible from Dallas Parkway, Quorum Loop, Belt Line Road or adjacent Lots.

Section 4. Temporary Structures. No temporary structure of any kind shall be erected or placed upon any lot. Provided, however, Declarant or any other Class B Member may maintain temporary sales or construction offices, provided such sales or construction offices are removed within sixty (60) days after completion of sales or construction, as the case may be. In addition Declarant or Owners may conduct their sales and marketing program for the Properties (or Lot, as the case may be) from any Lots owned by them and/or from temporary sales building(s) or trailers, and Declarant may also conduct its construction and development operations and activities on the Properties and, in connection therewith, do all things reasonably necessary or convenient in order to most expeditiously commence, continue and complete such construction and development operations (specifically including, but not limited to, construction and maintenance of temporary buildings and trailers for storage of construction materials and equipment and open storage of uncovered building materials and equipment. It is further provided that any builder (other than Declarant) employed by an Owner to construct improvements on said Owner's Lot or subdivided part thereof may conduct its construction operations and activities on such Lot or subdivided part thereof and, in connection therewith, do all things reasonably necessary in order to most expeditiously commence, continue and complete such construction operations (specifically including, but not limited to) construction and maintenance of temporary buildings and/or trailers for storage of construction materials and equipment and open storage of uncovered building materials and equipment in a manner and using temporary buildings and/or trailers, with all such construction operations and storage to be confined solely within the boundaries of the Lot or subdivided part thereof on which such construction is occurring (excluding, however, any part of any easement lying within or adjacent to such Lot or subdivided part thereof).

Section 5. Garbage and Trash. No Lot or any part thereof shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in sanitary containers in appropriate locations. Unless otherwise expressly permitted by the Architectural Control Committee, garbage containers shall be situated and enclosed or screened so as not to be visible from Quorum Loop, Dallas Parkway, Belt Line Road or adjacent Lots. Each Owner shall observe and comply with any and all regulations or requirements promulgated by the Corporation in connection with the storage and removal of trash and garbage.

If, after ten (10) days' prior written notice, an Owner shall fail to: (i) remove trash, rubble, building and construction debris; or (ii) exercise reasonable care or conduct to prevent or remedy a dangerous, unclean, untidy or unsightly condition, then the Corporation shall have the authority and right to go onto said Lot for the purpose of cleaning said Lot and/or correcting said condition and shall have the authority and right to assess and collect from the Owner of said Lot the amount so expended by the Corporation in connection with cleaning said Lot on each respective occasion of such cleaning and/or correction. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage existing prior to the assessment date and to any renewals or extensions of such mortgage.

Section 6. Offensive Activities. No noxious or offensive activity shall be conducted on any portion of the Properties that will adversely affect the use and enjoyment by any other Owners of their Lots, nor shall any nuisance be permitted to occur or remain on the Properties.

Section 7. Architectural Control Committee. From the date of the recordation of this Declaration until the earlier of December 31, 1984 or the date

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on which Declarant shall have sold and conveyed sixty-five percent (65%) of the Net Acreage of the Properties, i.e., 38.28 Net Acres, or more, to separate, distinct, bona fide parties for their own account, use and occupancy (specifically excluding from said third parties any successor Declarant), the Architectural Control Committee (hereinafter called the "Committee") shall be composed of three (3) individuals or business entities selected and appointed by Declarant, each generally familiar with office park community development and design matters and knowledgeable about Declarant's concern for a higher level of taste and design standards within the Properties. From and after said date, the Owners of the Lots shall by majority vote of the possible votes to be cast pursuant to Article II hereof designate the three (3) individuals or business entities to serve as the Committee for terms of one (1) year each. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class business development. The Committee shall use its best efforts to promote and insure a high level of taste, design quality, harmony and conformity throughout the Properties.

In the event of the death, dissolution or resignation of any member of the Committee, the remaining member shall have full authority to designate and appoint a successor for the unexpired term. No member of the Committee shall be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to this Article.

No building, structure, parking lot, fence, wall or improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee, or a majority of its members, as to:

- (a) quality of workmanship and materials; proper facing of main elevation with respect to nearby streets;
- (b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;
- (c) location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots and improvements situated thereon; drainage arrangement; and
- (d) the other standards set forth within this Declaration (and any amendments hereto) to accomplish the purposes and goals of the Master Plan of Quorum North as set out in Exhibit "C" attached hereto and made a part hereof for all purposes, including, but not limited to the purposes and goals of the Grading Plan as set out in Exhibit "D" attached hereto and made a part hereof for all purposes.

Final plans and specifications shall be submitted in duplicate to the Committee prior to the construction of any improvements on the Lots, which plans and specifications shall include the following:

- (a) A topographical plot showing contour grades (with two foot (2') contour intervals) and showing the location of all proposed improvements, structures, patios, driveways, parking areas and structures, fences and walls. Existing and proposed finished grades shall be shown at Lot corners and at the corners of all proposed improvements. Lot drainage provisions shall be included as well as cut and fill details if any appreciable change in the Lot contour is contemplated.
- (b) Exterior elevations of all proposed buildings and structures.
- (c) A description of exterior materials, colors, textures and shapes of all buildings and structures.
- (d) A landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover, and street furniture.

- (e) Parking areas and driveway plans.
- (f) Screening of service and parking areas, including size, location and method.
- (g) Utility connections.
- (h) Exterior illumination plan, including location and method.
- (i) Signs, including size, shape, color, content, location and materials.
- (j) Such other matters as may be required by the then applicable zoning code of the City of Addison, Texas, or such other municipal or governmental authority having jurisdiction over the Properties.

The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Lot Owner or his designated representative. If found not to be in compliance with these Covenants, Conditions and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved," accompanied by a reasonable statement of items found not to comply with these Covenants, Conditions and Restrictions. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within ten (10) days after the date of submission, approval of the matters submitted will not be required and the approval of the Committee shall be presumed; provided, however, that the Committee shall within said ten (10) days notify said Owner and the party then authorized pursuant to Article IX to make substantial deviations from the Covenants, Conditions and Restrictions if the Committee is unable to approve or disapprove said plans and specifications, in which event the said plans and specifications shall be approved or disapproved in accordance with Article IX, Section 5 or Section 6, as the case may be.

Notwithstanding any other provision hereof to the contrary, the Committee shall not unreasonably withhold or delay its approval of any improvement of the Properties provided that the provisions of these Covenants, Conditions and Restrictions are satisfied.

Section 8. Prohibited Uses. The Properties shall not be used for any use not permitted under the applicable zoning ordinances and regulations adopted by the City of Addison, Texas, or the County of Dallas. No railroad trackage, sidings or spurs shall be permitted on any portion of the Properties. No outdoor tennis courts shall be erected on any Lot except in conjunction with the construction and operation of a hotel. No outdoor swimming pool shall be erected on the Properties except in conjunction with the construction and operation of a hotel and provided that plans therefor, including placement, fencing and landscaping, shall have been approved by the Architectural Control Committee. Each Owner, user, lessee and occupant of each and every Lot or building shall at all time comply with all laws and ordinances, rules, regulations and orders of all federal, state, county and municipal governments and governmental agencies then applicable to the Properties.

Section 9. Setback Lines and Building Zone. All building, structures and improvements on the Properties shall comply with the then applicable City of Addison Zoning Code with respect to setback lines and in addition, no structures, buildings or improvements of any kind shall be placed within the following setback lines: (i) within twenty-five (25) feet from Quorum Loop right-of-way lines; (ii) within thirty (30) feet from Belt Line Road and Dallas Parkway right-of-way lines, (iii) the greater of (1) the requirements of applicable governmental authorities, or (2) fifteen feet (15') feet from any other public street right-of-way line; and (iv) ten (10) feet from side Lot lines or subdivided part thereof, unless such

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requirement is waived by the Committee in connection with building to be constructed on hereinafter officially subdivided Lots, said ten (10) foot requirement applying only to buildings, and in no wise applying to surface parking. Notwithstanding the foregoing, structures below and covered by the ground, steps, walks, driveways and curbing (but excluding parking areas), planters, walls, hedges not exceeding four (4) feet in height and landscaping (excepting hedges exceeding four (4) feet in height) shall not be subject to the foregoing additional setback restrictions; parking areas and hedges four (4) feet in height being expressly made subject to said additional setback restrictions.

Section 10. Driveways. All driveways connecting to Quorum Loop shall be twenty-four (24) feet in width, shall be permanently paved, curbed and guttered. Provided, however, that such driveways with paved surface not to exceed forty-eight (48) feet in width may be constructed provided that each twenty-four (24) feet in width of paved surface is separated from all other portions of paved surface in excess of twenty-four (24) feet by a landscaped median not less than four (4) feet in width. Said driveways shall not permit parking off entry aisles or exit aisles unless (i) said parking area complies with the applicable setback restrictions and (ii) is upon a pull-off lane physically separated by a landscaped area at least four (4) feet in width from said entry aisle and/or exit aisle. The number and location of curb cuts and median cuts shall be determined by the Architectural Control Committee in the exercise of its sole discretion.

Section 11. Parking Areas. No on-street parking will be permitted on Quorum Loop nor, subject to the provisions of the foregoing Section 10 respecting pull-off lanes, along any entry and/or exit driveway aisle. To the extent feasible to do so, no parking areas shall be located between Quorum Loop and the buildings to be constructed on the Lots, except in the office/retail zone as shown on Exhibit "B" and except in Block 2 as shown on Exhibit "A." All surface parking areas adjacent to Quorum Loop shall be screened from view from Quorum Loop by grass-covered or otherwise landscaped earth mounds with a minimum elevation above existing grade of three (3) feet and with a slope of 1:6 on the street side and a slope of 1:3 on the parking lot side; provided, however, that surface parking areas within the zone for which the permitted use is office/retail as shown on Exhibit "B" are put to retail uses may instead be visually screened by methods approved by the Architectural Control Committee. Minimum parking facilities shall be provided on each Lot as required by applicable ordinances and regulations of the City of Addison, and in addition thereto, sufficient to accommodate all parking needs for employees, company vehicles, occupants and visitors without the use of on-street or driveway parking. Each on-grade parking area shall be landscaped with major tree masses no more than three hundred (300) feet apart. On-grade parking areas shall be landscaped with islands separated by a concrete curb from said parking areas, said islands to be a minimum width of four (4) feet and containing trees and ground cover, or shrubs.

All parking structures where utilized shall conform to the setback lines above stated, shall be, except with the approval of the Architectural Control Committee determined in its sole discretion, at a maximum height of twenty-five (25) feet to the top finished floor elevation of said parking structure above the finished first floor elevation of the principal building serviced by said parking structure, and shall be open on all four sides with total area of opening distributed along each side not less than fifty percent (50%) nor greater than sixty percent (60%) of the exterior area of the side of each tier, excepting areas of the parking structure adjoining the building serviced by said parking structure and excepting structures below grade. In addition, any parking structure located nearer at any point to Quorum Loop than the farthest distance from the main structure served by said parking structure to Quorum Loop shall be subject to approval by the Architectural Control Committee as to both design and materials. The required plans and specifications as set out in Section 7 of Article VII hereof shall include specific information as to construction materials, construction methods to be used and diagrams of the number, type and configuration of parking spaces.

Section 12. Exterior Illumination. Flood lighting of buildings will not be permitted, except that if a hotel should be developed on the Properties, special exterior lighting for said hotel shall be permitted with the approval of the Architectural Control Committee. All parking lots and driveways shall be illuminated using Kim ERG series with 250 watt high pressure sodium lamps or equivalent fixtures with a medium beam size unshielded finish in an average range of

greater than 1.0 footcandle. Pedestrian walkways shall be illuminated in an average range no greater than .25 footcandles. All landscape lighting and pedestrian lighting will be from a concealed source.

Section 13. Landscaping. Each Owner shall, contemporaneously with the completion of the building improvements upon the Lots, fully complete the landscaping of the Lot upon which such structure has been constructed, including the planting of hedges, shrubs and trees in accordance with prototypical landscaping plans approved by the Architectural Control Committee. All Landscaped Areas shall be provided by the Owner with underground sprinkling systems to be integrated into mains furnished and installed by Declarant. To the extent feasible, the existing major trees shall be retained. At least twenty percent (20%) of the total area of the Lots shall be landscaped with grass, ground cover, trees, shrubs and/or hedges, except for areas in the zone for which the permitted use is office/retail as shown on Exhibit "B" that are put to retail uses, in which instances the entire landscaping plan shall be subject to the approval of the Architectural Control Committee, but shall not be subject to the twenty percent (20%) minimum landscaping requirement. In addition to the requirements hereinabove stated with respect to driveways and screening of parking areas, the Owner of each Lot shall include at least one (1) tree for each two thousand (2,000) square feet of surface area between the building line and Quorum Loop right-of-way line, and shall afford a buffer strip of Landscaped Area and/or planted earth mounds along the boundaries of Quorum North of not less than the following:

- (a) Thirty (30) foot minimum width along Belt Line Road measured from the street right-of-way; and
- (b) Thirty (30) foot minimum width along Dallas Parkway from the street right-of-way, except as the Architectural Control Committee may determine with respect to the zone for which the permitted use is office/retail.

The landscaping of each Lot shall not obstruct sight lines at street or driveway intersections as established by the City of Addison and shall permit reasonable access to public and private utility lines and casements for the installation or repair thereof. Except as may be approved by the Architectural Control Committee on a case by case basis, all plant material used in said landscaping shall be from the approved list of planting materials as set out in Exhibit "E" attached hereto and made a part hereof for all purposes. All street furniture, i.e., trash receptacles, plant tubs, low wall seating and slabs, will be sand blasted concrete (or a material approved by the Architectural Control Committee in its sole discretion) and of a color included in the approved list of colors attached hereto as Exhibit "F" and made a part hereof for all purposes.

Section 14. External Sculpture. All exterior sculpture, fountains and like accessories on the Lots are subject to approval of the Architectural Control Committee.

Section 15. Construction and Use Standards. All architecture shall be within the range of clean traditional to contemporary. Excessive ornamentation is discouraged. All buildings shall be finished in a similar and architecturally harmonious manner on all sides and shall conform to all local, county, state and federal laws, rules, regulations and ordinances, including, but not limited to, building and roadway sight and/or setback lines, maximum building heights as established by the Federal Aviation Agency, Uniform Building Code, 1973, sign ordinances and other codes and ordinances adopted by the City of Addison, and statutes dealing with access by physically handicapped persons. All exterior walls of buildings shall be of face brick, exposed aggregate concrete, glass, metal panels, stone or pre-cast concrete striated and of a color or colors selected from the approved list of colors set forth in Exhibit "F." The exterior use of stucco, simulated stone, simulated brick, wood (except as trim) and woodgrain laminates are prohibited. All buildings (except free-standing retail structures otherwise permitted herein) constructed in the area shown on Exhibit "B" for which the permitted use is for office/retail or office purposes shall be of a minimum height of three (3) floors. If permitted by applicable zoning ordinances, a maximum of fifteen percent (15%) in the aggregate of the gross square footage of any building or buildings constructed on a Lot in a zone for which the permitted use is for office purposes may be utilized for retail and commercial purposes, said provision

contemplating that more than fifteen percent (15%) of a specific building or buildings on a Lot in said area may be devoted to retail and commercial use provided that the maximum of fifteen percent (15%) of the aggregate gross square footage of building space of all existing buildings within a Lot is not exceeded. Provided, however, that in addition to each restriction on retail use herein provided, and notwithstanding compliance with the remaining provisions hereof pertaining to retail use, if the amount of retail use otherwise permitted within any Block as shown on Exhibit "A" (save and except that portion of Block 1 for which the permissible use is office/retail as to Block 1) exceeds or upon completion will exceed in the aggregate twenty-five thousand (25,000) square feet of building space, then the design(s) and location(s) of the structures in which said use shall occur shall be subject to the prior approval of the Architectural Control Committee. If permitted by applicable zoning ordinances, buildings erected in zones for which the permitted use is office/retail may be used for office, retail and commercial purposes without maximum or minimum area use limitations. If permitted by applicable zoning ordinances, buildings erected in the hotel/office/retail zone may be used for office, hotel, retail and commercial purposes without maximum or minimum area use limitations. In the event that ownership of a Lot or subdivided part thereof shall become vested in more than one person or entity other than by tenancy in common, the allocation of permissible retail and commercial space in an office/retail or office use areas shall be by agreement of all such persons or entities, subject at all times to the said fifteen percent (15%) in the aggregate maximum limitation pertaining to said Lot and to said restrictions applicable to aggregating twenty-five thousand (25,000) square feet retail uses within a Block (or affected part thereof as to Block 1). If permitted by applicable zoning ordinances, high-rise residential uses of three floors or more shall be permitted in all areas of the Properties, except as expressly otherwise limited herein. Free-standing buildings devoted solely to retail uses shall be constructed in simple geometric shapes with flat roof lines and with any roof top equipment screened from ground level view. Buildings constructed for retail uses shall incorporate compatible unified design elements to cause such structures to appear as an integrated unit. Mansard-style roofs shall be prohibited. For purposes of this Section 15, the usual offices of banks, savings and loan associations, title insurance companies and real estate brokerage firms shall be classified as office uses and not as retail or commercial uses, provided that such offices are located in buildings of more than one story.

Section 16. Signs. No signs shall be installed except as permitted by the terms of this Section, and the Committee shall have authority to deny installation of and remove any and all signs that do not conform to the terms of this Section. Any and all signs erected or placed on the Properties must be well maintained and kept in a neat, orderly and well-cared for condition at all times, and the Committee shall have the power and authority to remove, at the Lot Owner's expense, any and all signs which are not maintained in a neat and orderly condition. No signs may be installed of a flashing, moving, flickering or blinking illumination. No external signs shall be permitted on the Properties except as follows:

(a) **Project Signs.** Declarant may erect entry signs at the intersections of Quorum Loop and Dallas Parkway, in accordance with the provisions of Exhibit "G" attached hereto and made a part hereof for all purposes.

(b) **Hotel Signs.** In the event that a hotel is developed in Quorum North, a free standing entry sign may be erected at an entryway to said hotel at Dallas Parkway, said sign to be approved by the Committee, and the hotel name may be placed upon the side panels of the Project signs described in subsection (a) above in accordance with the provisions of Exhibit "H".

(c) **Entry Aisle Signs.** One free standing entry sign may be erected per building in the form, size, style and substance of Exhibit "H" attached hereto and made a part hereof for all purposes, to be erected at the intersection of Quorum Loop and the entry aisle (if any) to said building. Information on said signs shall be restricted to an address number and a maximum of three (3) lines designating major tenants of the building. In the exercise of its sole discretion, the Architectural Control Committee may authorize the erection of additional entry aisle signs on Murey Street, Factory Street, Bell

Line Road and Dallas Parkway, said signs to be uniform and conforming with size and design standards adopted by the Architectural Control Committee.

(d) Office Building Signs. Two signs each not to exceed the lesser of one hundred fifty (150) square feet in area or the maximum area permitted by the City of Addison Sign Ordinance may be placed on opposing sides of each office building erected within the office zone, office/retail and hotel/office/retail use zones as shown on Exhibit "B." Said sign shall be pin mounted or bas-relief in the building material, and may be illuminated only by concealed illumination. Color and materials shall be compatible with the material of the building, and may not extend beyond eighteen (18) inches from the face of the building. Each such building sign shall be placed either on the left side of the parapet of the building or between ground level and twenty-four (24) feet above ground. No sign may extend above the parapet of the building. Any building in an office, office/retail or hotel/office/retail zone permitted to have retail occupancy may additionally have such signs as permitted in subsection (f) of Section 16, Article VII.

(e) Hotel Building Sign. Any office building erected in the hotel/office/retail zone other than a hotel may have signs in accordance with subsection (d) above, and any retail building located in said zone may have signs in accordance with subsection (f) below. In the event that a hotel shall be constructed within the hotel/office/retail zone, the hotel shall be permitted to have three (3) building mounted signs giving the name of the hotel, and, in addition, one (1) sign on the marquee of said hotel, said marquee sign to be subject to the approval of the Architectural Control Committee. Said signs shall be of separate letters of channel construction, thirty-six (36) inches maximum height (except with the approval of the Architectural Control Committee), internally illuminated, with colors compatible to those used in the building. Each said sign shall not exceed the lesser of (i) one hundred fifty (150) square feet in area or such larger size approved by the Architectural Control Committee, or (ii) the maximum area permitted by the City of Addison Sign Ordinance, shall be placed (except the marquee sign) either on the left side of the parapet of the building or between ground level and twenty-four (24) feet above ground, may not extend above the parapet of the building, and may not extend beyond eighteen (18) inches from the face of the building. The operator(s) of a restaurant, florist shop and retail package store in said hotel may each display one (1) external sign not higher than the first story of said building and otherwise complying with subsection (f) below.

(f) Retail Signs. No external retail signs or (except as required by law) internal signs intended to be viewed externally, shall be permitted, except that retail establishments are permitted to have no more than two (2) signs per tenant, each said sign to be building mounted in the tradename of the tenant only. Each said sign shall not exceed forty (40) square feet in area, nor shall type size exceed twenty-four (24) inches in height. All signs shall have concealed illumination, if any, and the sign color and material shall be compatible with the building materials.

(g) Temporary Signs. Each Owner of a Lot, or subdivided part thereof, may erect a temporary sign in the size, shape and color as shown on Exhibit "1" attached hereto and made a part hereof for all purposes, which said temporary sign must be removed no later than the first anniversary of the issuance of a certificate of occupancy for the first building constructed on said lot or subdivided part thereof. Thereafter, no other sign (except as herein permitted) may be erected for a period of six (6) months; after said six (6) month period, one (1) temporary sign advertising the property for sale or for lease in the form, size and color of the said Exhibit "1" may be erected. Except as above provided, no temporary sign may be

erected or maintained for a period of more than six (6) months nor shall any temporary sign be erected thereafter until no such sign shall have been on the Lot or subdivided part thereof for a period of six (6) consecutive months. Each said temporary sign must face Quorum Loop and must be behind the applicable setback lines and restrictions.

(h) Internal Signs. Except as required by law, no internal signs intended to be viewed externally shall be permitted.

(i) Directional Signs. Directional signs not exceeding thirty (30) inches in height may be erected and maintained on Lots behind the applicable set-back lines.

Section 17. Curb Cuts. No additional curb cuts shall be made onto Dallas Parkway, except with respect to creation of a entry drive to a hotel concurrently under construction, or except with the approval of the Architectural Control Committee.

ARTICLE VIII.

EASEMENTS

Section 1. Easements Reserved by Declarant. Easements for performance of the Declarant's development work, including, without limitation, grading and installation, maintenance and repair and removal of utilities and drainage facilities are reserved by Declarant for itself, its successors and assigns, over, under and across the Lots (other than building sites after completion of Declarant's development work). Full right of ingress and egress shall be had by Declarant at all times over the Lots (other than building sites) for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easements, or with the use, maintenance, operation or installation of such utility. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies. No new easements shall be established hereafter without consent of the affected Owner.

Section 2. Easement Reserved for the Corporation. Full rights of ingress and egress shall be had by the Corporation at all times over and upon each Lot for the maintenance and repair of each Lot (other than building site) and Landscaped Areas in accordance with the provisions hereof and for the carrying out by the Corporation of its rights, functions, duties and obligations hereunder; provided, that any such entry by the Corporation upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Corporation at the expense of the maintenance fund.

ARTICLE IX.

GENERAL PROVISIONS

Section 1. Binding Effect and Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Corporation and its legal representatives, successors and assigns, for a term of twenty (20) years from the date that this Declaration is recorded in the Deed Records of Dallas County, Texas, after which time said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast a majority of the votes of the Corporation has been recorded in the Deed Records of Dallas County, Texas agreeing to abolish these Covenants, Conditions and Restrictions; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolition.

Section 2. Amendments by Declarant. Prior to the sale and conveyance of sixty-five percent (65%) or more of the Net Acreage by Declarant to bona fide third parties unrelated to Declarant (other than a Successor Declarant), or until December 31, 1984, whichever first occurs, Declarant shall have the exclusive power and right to make minor amendments to these Covenants, Conditions and Restrictions. Prior to the sale and conveyance of sixty-five percent (65%) or more of the Net Acreage by Declarant to bona fide third parties unrelated to Declarant (other than a Successor Declarant), or prior to December 31, 1984, whichever first occurs, in the event Declarant should wish to amend this Declaration in any respect which is substantially different from its present form or from the specific and general intentions and purposes of the Covenants, Conditions and Restrictions set forth herein, Declarant shall have the exclusive power and right to amend this Declaration, but only with the written consent of the Members entitled to cast fifty-one percent (51%) of the votes of the Corporation as evidenced by a document in writing bearing each of their signatures. Any and all amendments shall become effective when an instrument is filed of record in the Office of the County Clerk of Dallas County, Texas, with the signature of Declarant and/or the requisite Members of the Corporation, as the case may be.

Section 3. Amendments by Members. Except as provided in Section 1 and Section 2 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part only with the written agreement of the Members of the Corporation entitled to cast sixty-six and two-thirds percent (66-2/3%) of the votes of the Corporation as evidenced by a document in writing bearing each of their signatures with such documents to be effective when recorded in the Office of the County Clerk of Dallas County, Texas.

Section 4. Minor Deviations. During the existence of this Declaration, as supplemented or amended from time to time, the Architectural Control Committee shall have the exclusive power and right to allow minor deviations from the present form of or the specific and general intentions and purposes of the Covenants, Conditions and Restrictions.

Section 5. Substantial Deviations Permitted By Declarant. Until sixty-five percent (65%) of the Net Acreage is sold and conveyed by Declarant to bona fide third parties unrelated to Declarant (other than a Successor Declarant), or until December 31, 1984, whichever is first to occur, Declarant shall have the exclusive power and right to allow substantial deviations from the Covenants, Conditions and Restrictions set forth herein only with the consent of the Members of the Corporation entitled to cast fifty-one percent (51%) of the votes of the Corporation evidenced by a document in writing bearing each of their signatures, which written document must be recorded in the Office of the County Clerk of Dallas County, Texas.

Section 6. Substantial Deviations Permitted By Members. After sixty-five percent (65%) of the Net Acreage has been sold and conveyed by Declarant to bona fide third parties unrelated to the Declarant (other than a Successor Declarant), or after December 31, 1984, whichever is first to occur, substantial deviations from the terms of the Covenants, Conditions and Restrictions shall be permitted only upon the written consent of the Members of the Corporation entitled to cast sixty-six and two-thirds percent (66-2/3%) of the votes of the Corporation as evidenced by a document in writing bearing each of their signatures which written documents is recorded in the Office of the County Clerk of Dallas County, Texas.

Section 7. Enforcement. Enforcement of these Covenants, Conditions and Restrictions may be made only by the Corporation by any proceedings at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these Covenants, Conditions and Restrictions; but failure by the Corporation to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party.

Section 8. Validity. Violation of or failure to comply with these Covenants, Conditions and Restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one or more of these Covenants, Conditions and Restrictions, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these Covenants, Conditions and Restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Addison, Texas, or any other governmental or quasi-governmental ordinance, rule or regulation, then such governmental or quasi-governmental requirement shall control.

Section 9. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise.

Section 10. Notices to Members. Any notice required to be given to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the last known address of the person who appears as a Member on the records of the Corporation at the time of such mailing.

Section 11. Notices to Mortgagees. The holder(s) of a mortgage or mortgages may be furnished with written notification from the Corporation of any default by the respective mortgagor/Member in the performance of such mortgagor's/Member's obligation(s) as established by this Declaration, provided that the Corporation has been theretofore furnished, in writing, with the correct name(s) and address(es) of such mortgage holder(s) and a request to receive such notification, and cure by said mortgage holder(s) within the times herein provided for performance by Owner of such default shall be accepted.

Section 12. Disputes. Matters of dispute or disagreement between the Members of the Corporation with respect to interpretation or application of the provisions of this Declaration or the Corporation By-Laws, shall be determined by the Board of Directors, whose determination (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Members.

Section 13. Additional Consent Requirements. Notwithstanding any other provision hereof to the contrary, the provisions hereof relating solely to that portion of the Properties for which the permitted use is hotel/office/retail, or regulating the number and location of package liquor stores and/or florist shops within the Properties may not be amended, abolished or deviated from without the written consent of the Owner of that portion of the Properties for which the permitted use is now hotel/office/retail. Notwithstanding any other provision hereof to the contrary, the provisions hereof relating solely to that portion of the property for which the use is office/retail may not be amended, abolished or deviated from without the written consent of the Owner(s) of that portion of the Properties for which the permitted use is now office/retail.

IN WITNESS WHEREOF, DAON-TEXAS being the Declarant herein, has caused this instrument to be executed this 24 day of January, 1980.

DAON-TEXAS
By: DAON CORPORATION,
a Delaware corporation, partner

By: [Signature]
Joe J. Stucker, Vice President,
Land Development, Daon Southwest

By: [Signature]
Suzanne M. Stucker, Assistant Secretary

THE STATE OF TEXAS

X
X
X

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared JOE J. STUCKER, Vice President, Land Development, Daon Southwest of DAON CORPORATION, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, a partner of DAON-TEXAS, a partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation and partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 2 day of January, 1980.



Susan Urbank
Notary Public in and for
Dallas County, Texas

My Commission Expires:

August 17, 1981

THE STATE OF TEXAS

X
X
X

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared SAM GLAST, Assistant Secretary of DAON CORPORATION, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, a partner of DAON-TEXAS, a partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 3 day of January, 1980.

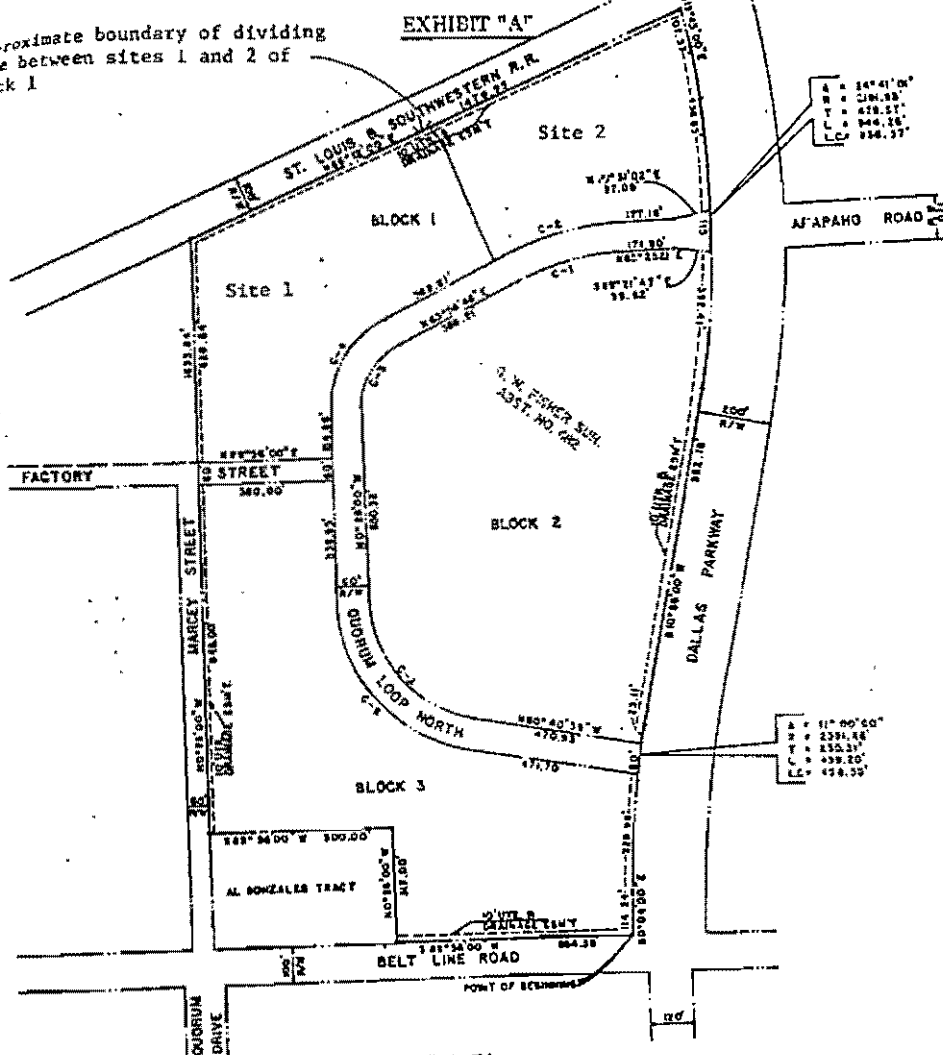
Carol Urbank
Notary Public in and for
Dallas County, Texas

My Commission Expires:

12-14-81

50000 1000

Approximate boundary of dividing
line between sites 1 and 2 of
Block 1



CURVE DATA

C-1	C-2	C-3
R = 217' 28" 38"	R = 417' 12" 33"	R = 247' 21" 96"
Δ = 75° 24'	Δ = 83° 00' 59"	Δ = 100° 42'
T = 142' 21'	T = 27' 13'	T = 119' 23'
L = 324' 42'	L = 311' 24'	L = 253' 90"
LC = 179' 44'	LC = 309' 40"	LC = 201' 99"
C-4	C-5	C-6
R = 227' 21" 38"	R = 427' 9" 33"	R = 207' 18" 74"
Δ = 72° 24'	Δ = 72° 15'	Δ = 115' 15'
T = 119' 17'	T = 122' 15'	T = 130' 20"
L = 324' 34'	L = 242' 30'	L = 230' 40"
LC = 213' 40"	LC = 428' 22"	LC = 114' 18'

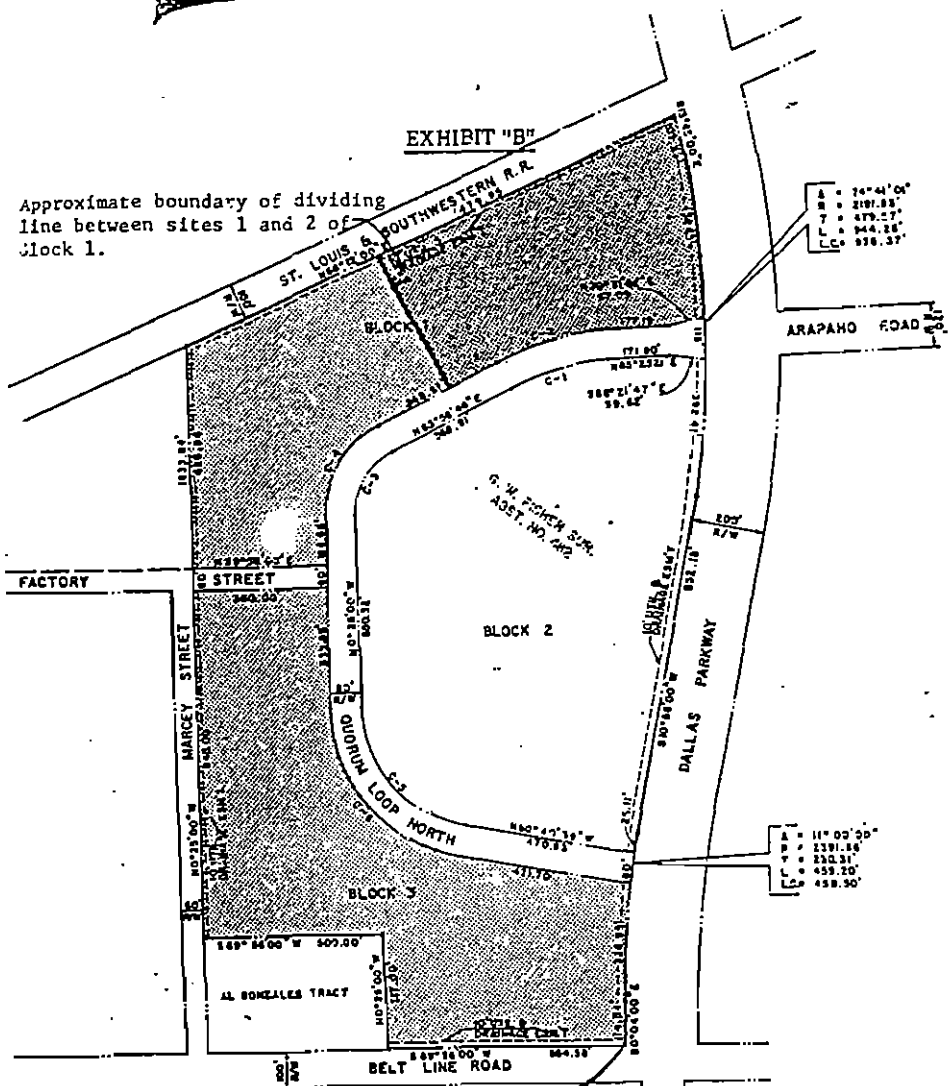
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QUORUM NORTH
Exhibit "A" (Site divisions to be added)

DEVELOPER
ARCHITECTS
ENGINEERS & PLANNERS

EXHIBIT "B"

Approximate boundary of dividing line between sites 1 and 2 of Block 1.



A = 74°41'04"
 B = 218.83'
 T = 479.27'
 L = 344.25'
 LC = 378.37'




A = 11°00'00"
 B = 2291.34'
 T = 222.31'
 L = 459.20'
 LC = 458.90'

CURVE DATA

C-1	C-2	C-3
A = 21°28'33"	A = 21°28'33"	A = 66°21'46"
B = 730.34'	B = 820.35'	B = 190.45'
T = 148.41'	T = 67.59'	T = 19.33'
L = 281.48'	L = 211.48'	L = 118.90'
LC = 279.84'	LC = 208.43'	LC = 102.83'

C-4	C-5	C-6
A = 80°18'36"	A = 90°18'36"	A = 40°18'36"
B = 170.17'	B = 335.19'	B = 618.10'
T = 80.17'	T = 167.59'	T = 390.00'
L = 160.34'	L = 335.19'	L = 341.60'
LC = 158.67'	LC = 335.19'	LC = 339.39'

Legend

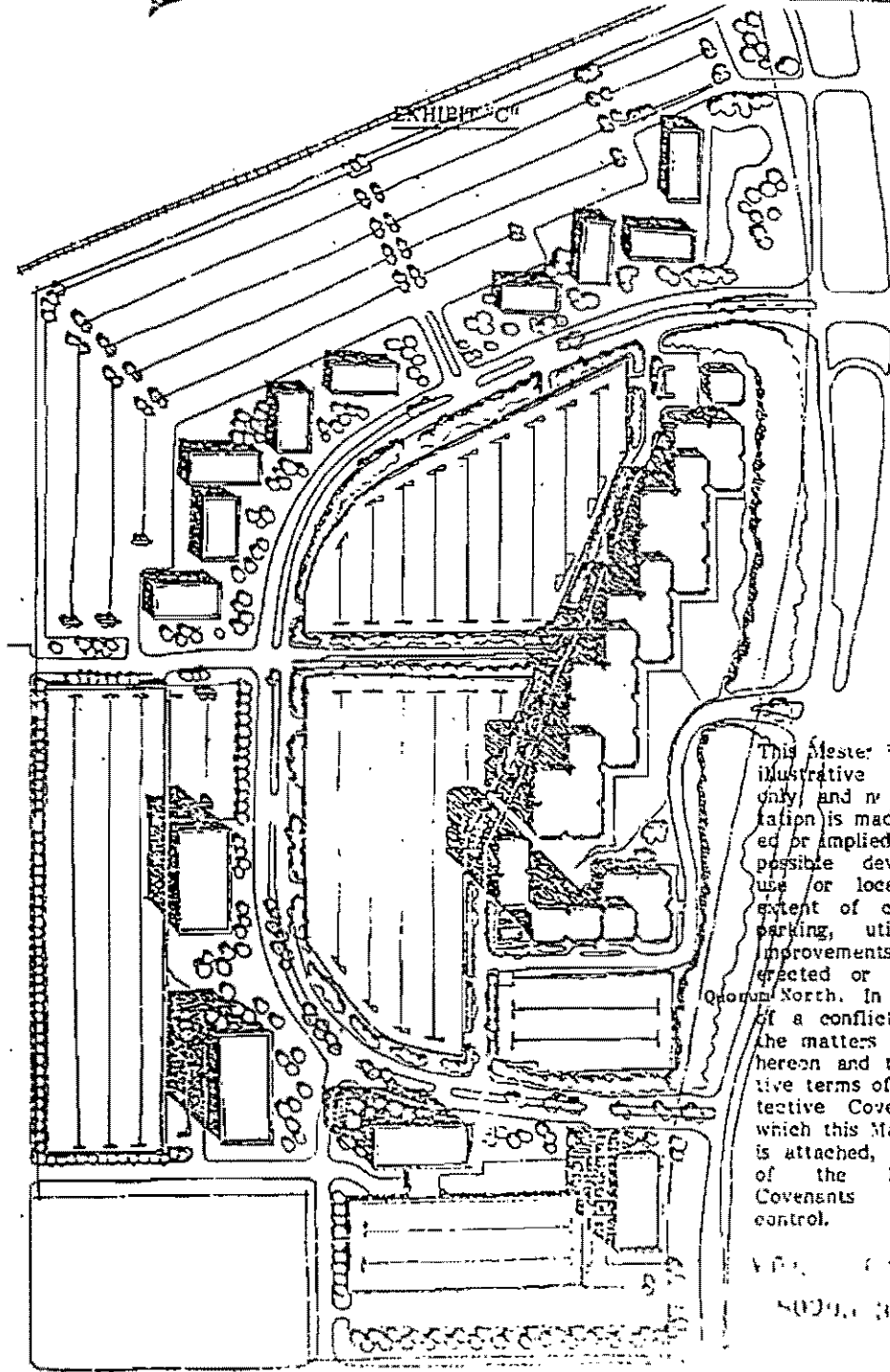
-  Office
-  Office/Retail
-  Hotel/Office/Retail

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 50095 3095

QUORUM NORTH
 Exhibit "B" - Permissible Land Use

DAON/LAP
 DALLAS, TEXAS
 HELLMUTH, OBATA & KASSABAUM
 DALLAS, TEXAS
 GRAMAC ASSOCIATES
 HOUSTON, TEXAS

DEVELOPERS
 ARCHITECTS
 ENGINEERS & PLANNERS



This Master Plan is illustrative only, and no representation is made, intended or implied as to the possible development, use or location and extent of curb cuts, parking, utilities or improvements to be effected or placed in Quorum North. In the event of a conflict between the matters illustrated herein and the narrative terms of the Protective Covenants to which this Master Plan is attached, the terms of the Protective Covenants shall control.

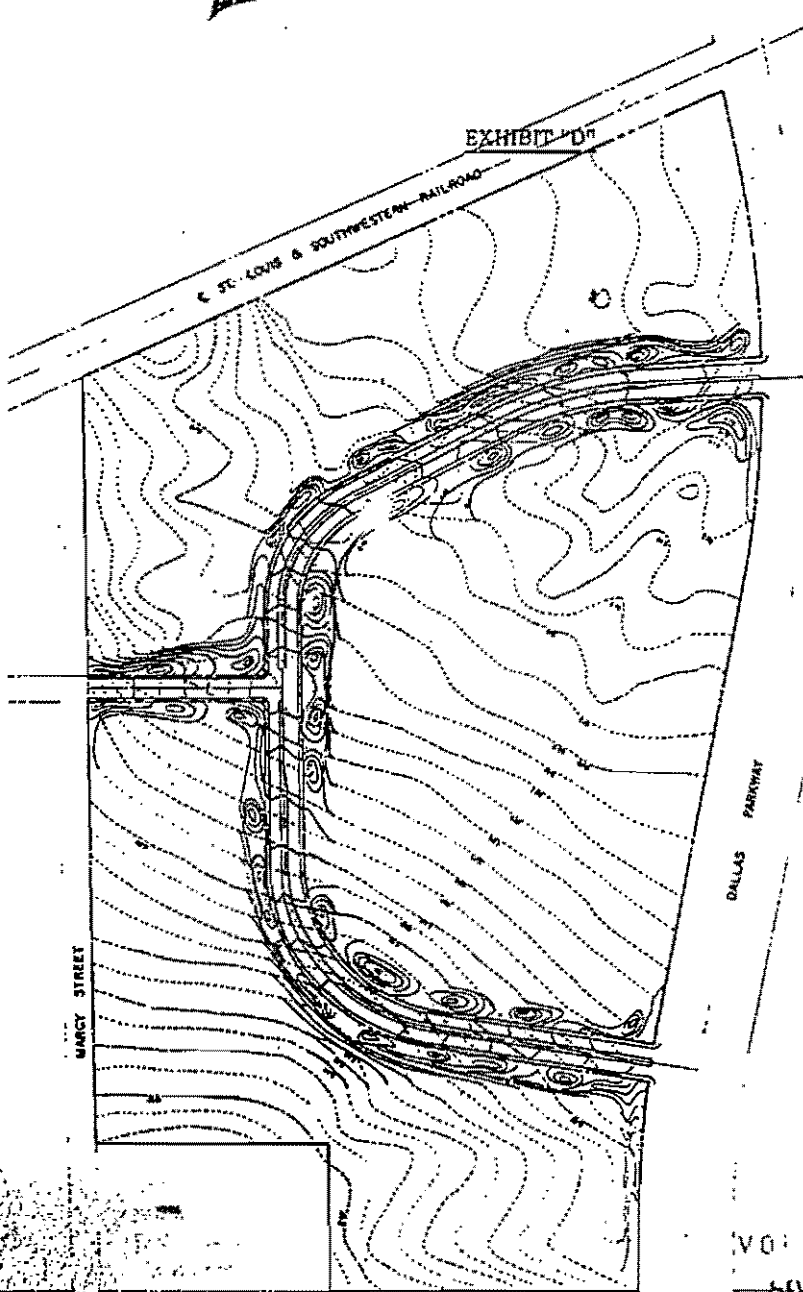
APP. 1000
SOUTH 3005

QUORUM NORTH
Exhibit "C" - Master Plan

SCALE: 1" = 100'
DATE: 10/1/78
BY: [illegible]
FOR: [illegible]

EXHIBIT "D"

ST. LOUIS & SOUTHWESTERN RAILROAD



This is a schematic grading plan for illustrative purposes only, and is subject to modification to accommodate final development plans or approved by the Architectural Control Committee.

NO. PAGE
60005 3057

QUORUM NORTH
EXHIBIT "D" - Grading Plan

DAON / LAP
DALLAS, TEXAS
WELLMUTH, OBATA & KASSABAUM
DALLAS, TEXAS
CREANEM ASSOCIATES
DALLAS, TEXAS

DEVELOPER
ARCHITECTS
ENGINEERS & PLANNERS

EXHIBIT "E"

LANDSCAPE MATERIALS LIST

The following landscape materials are approved for use in the Quorum North and will be included in landscape design work installed by building developers.

LANDSCAPE MATERIALS LIST

LARGE TREES - EVERGREEN

Scientific Name

Magnolia grandiflora
Quercus virginiana

Common Name

Southern Magnolia
Live Oak

MEDIUM TREES - EVERGREEN

Eriobotrya deflexa

Loquat (bronze)

SMALL TREES - EVERGREEN

Illex vomitoria
Ligustrum texanum

Yaupon tree
Wax leaf Ligustrum (tree form)

LARGE TREES - DECIDUOUS

Liquidambar styraciflua

American Sweetgum

Quercus falcata
Quercus nigra
Quercus phellos
Quercus shumardi
Taxodium distichum

Southern Red Oak
Water Oak
Willow Oak
Shumard Oak
Common Baldcypress

MEDIUM TREES - DECIDUOUS

Fraxinus velutina
Koelreuteria apiculata
Morus alba
Pyrus calleryana "Bradford"
Ulmus crassifolia

Arizona Ash
Golden Rain tree
White Mulberry
Bradford Callery Pear
Cedar Elm

SMALL TREES - DECIDUOUS

Cercis canadensis
Lagerstroemia indica

Eastern Redbud
Crape myrtle

VE. PAGE
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SHRUBS - LARGE

Scientific Name

Ligustrum texanum
Nerium oleander
Photinia "Froseri"
Photinia serrulata
Pittosporum tobira
Viburnum japonicum
Viburnum odoratissimum
Viburnum suspensum

Common Name

Waxleaf Ligustrum
Oleander
Redtip Photinia
Chinese Photinia
Pittosporum
Japanese Viburnum
Sweet Viburnum
Sandankwa Suspensum

SHRUBS - MEDIUM AND SMALL

Ilex "Burfordii"
Nandina domestica compacta
Nerium oleander (Petite)
Pittosporum tobira "Whelleri"
Raphialepsis indica

Burford's Holly
Compact Nandina
Dwarf Oleander
Dwarf Pittosporum
Ballerina or Enchanted

GROUND COVER AND VINES

Ajuga reptans var
Eranthis fortunei "caloratus"
Hedera helix "Hahn's"
Hedera Helia
Hemerocallis species
Liriope muscari
Ophiopogon japonica
Trachelospermum asiaticum
Vinca minor

Carpet Bugle
Purple leaf Wintercreeper
Hahn's self-branching Ivy
English Ivy
Daylily
Bigblue Liriope
Lily Turf Monkey Grass
Japanesestar Jasmine
Littleleaf Periwinkle

GRASSES

Cynodon dactylon

Common Bermuda grass

VC PAGE
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00005 3000

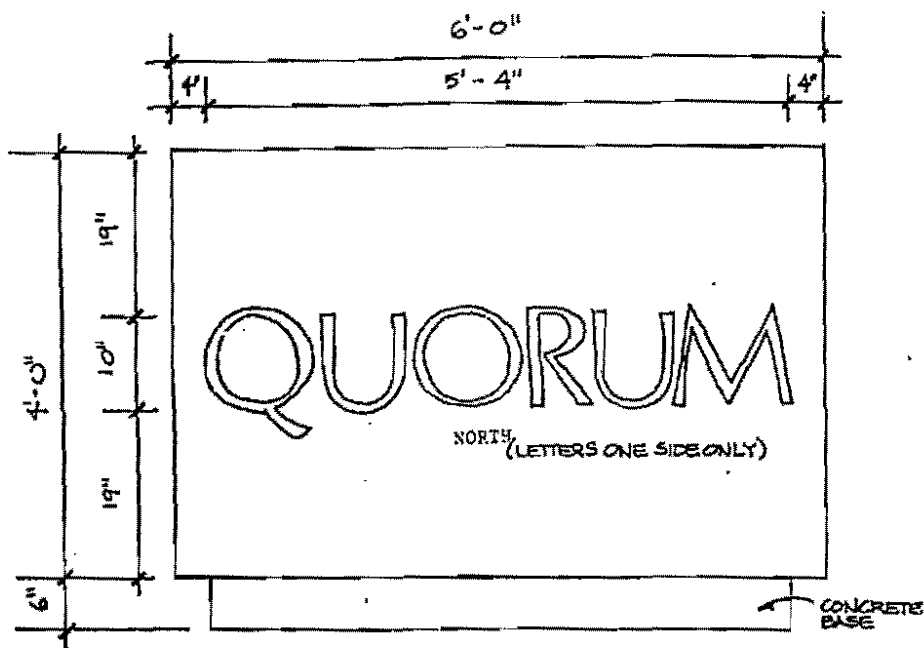
EXTERIOR COLOR PALETTE

REFLECTIVE GLASS				TINTED GLASS				EXTERIOR FINISHES				METAL THRU					
BRONZE	SMOKY	SEVERE	IRON	IRON	IRON	IRON	IRON	IRON	IRON	IRON	IRON	IRON	IRON	IRON	IRON	IRON	IRON

QUORUM
 BELLARMINI QUATA & MASSARDUM
 ARCHITECTS
 1000 ... ASSOCIATES
 ...

QUORUM

DATE 5/20/04



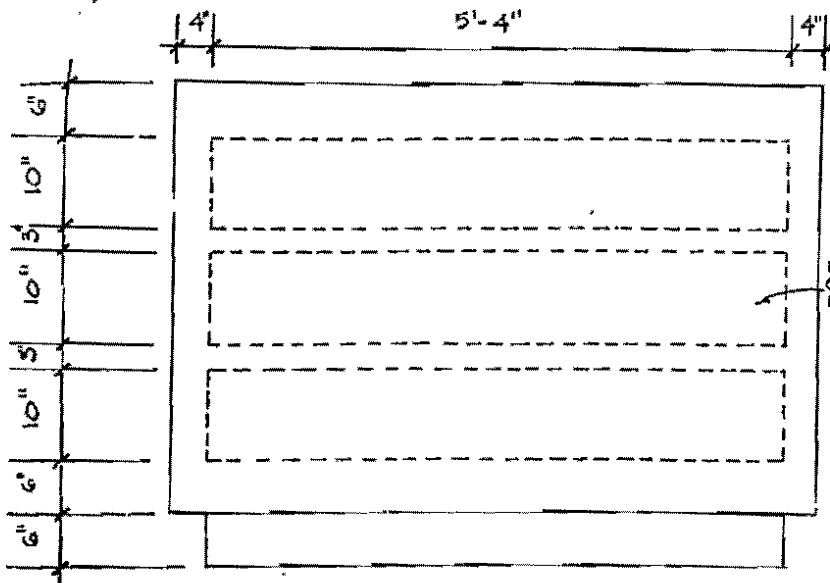
SIGN CONSISTS OF .090 ALUMINUM WITH A DARK BRONZE DUREPOX FINISH. ALL SEAMS ARE TO BE WELDED AND Banded. LETTERING IS OPTIMA, ALL CAPITALS. LETTERS ARE MIRROR FINISH STAINLESS STEEL WITH REVERSE CHANNEL WHITE NEON LIGHTING. ALL LIGHTING EQUIPMENT IS TO BE CONCEALED INSIDE SIGN. SERVICE PANEL IS TO BE LOCATED ON TOP OF SIGN. CONCRETE BASE IS TO BE PROVIDED BY THE SIGN CONTRACTOR.

SCALE: 3/4" = 1'-0"

EXHIBIT G
PROJECT ENTRY SIGN

NO. 1000 1000

NO. 1000 1000

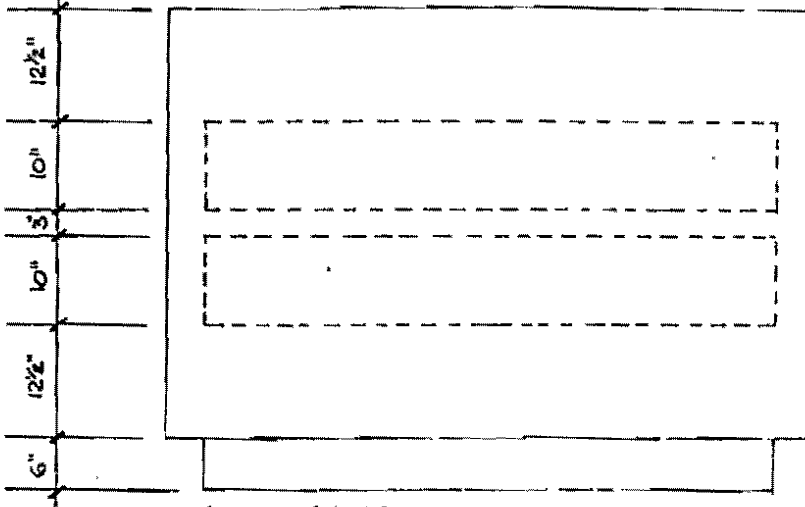


IF 1 LINE OF COPY,
CENTER IN MIDDLE
LINE

TYPESTYLE MAY
BE CONSISTENT
WITH OWNER LOGO,
BUT CANNOT BE
LARGER THAN
INDICATED

LETTERING IS TO
BE MIRROR FINISH
STAINLESS STEEL,
REVERSE CHANNEL
WHITE NEON
LIGHTING.

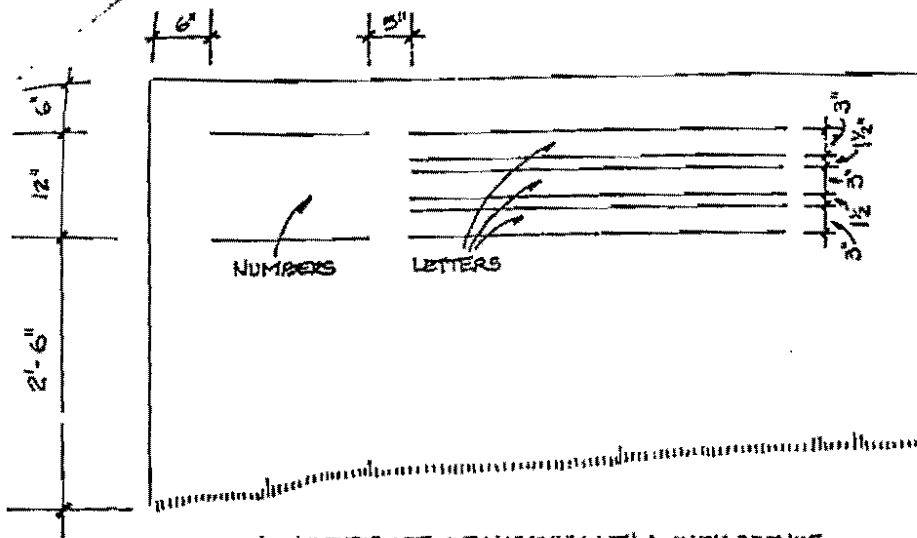
SIGN WITH 1 OR 3 LINES COPY



SIGN WITH 2 LINES COPY
SCALE: 3/4" = 1'-0"

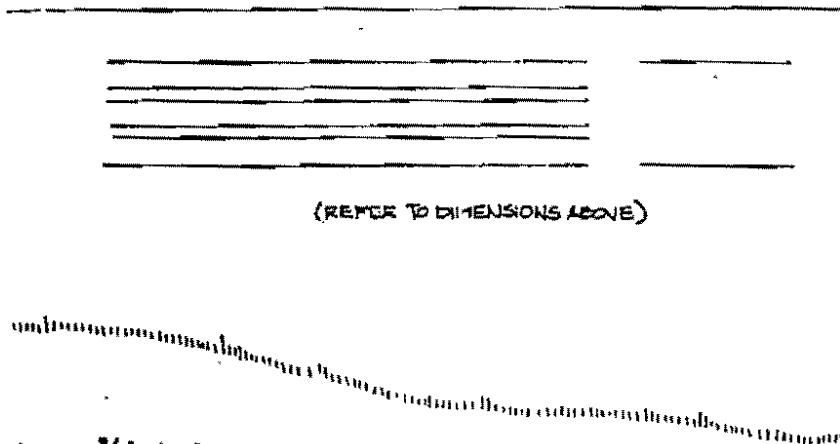
EXHIBIT G
PROJECT ENTRY SIGN
ALTERNATIVE IDENTITY FOR COWI

NOV 11 2012



LETTERS AND NUMBERS ARE CUT ALUMINUM WITH A DARK BRONZE DURANODIC FINISH IN SIZES AS SHOWN ABOVE. LETTERS AND NUMBERS ARE STUD MOUNTED FLUSH WITH SURFACE OF SIGN. SIGNS ARE CONCRETE. NUMBERS ARE OPTIMA; LETTERS ARE HELVETICA MEDIUM, CAPITALS AND LOWER CASE (3 LINES MAXIMUM).

SIGNS ARE NON-ILLUMINATED

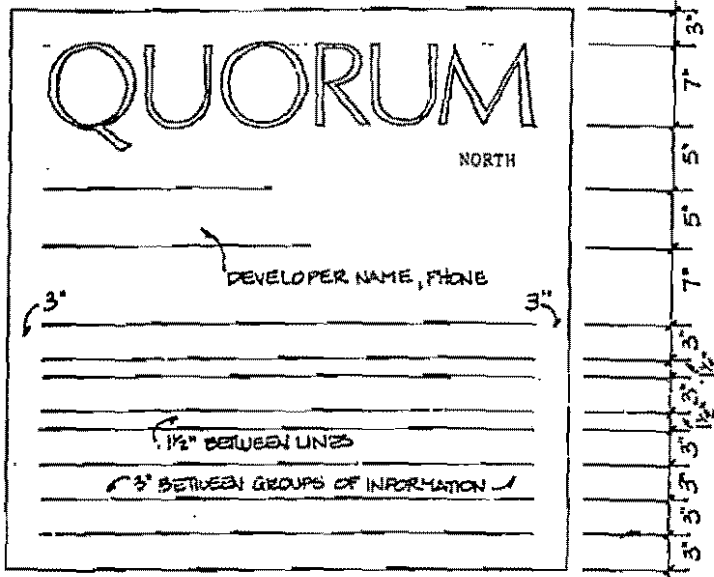


(REFER TO DIMENSIONS ABOVE)

SCALE: 3/4" = 1'-0"

EXHIBIT H
ENTRY AISLE SIGN

11-07
NOV 11 11 11



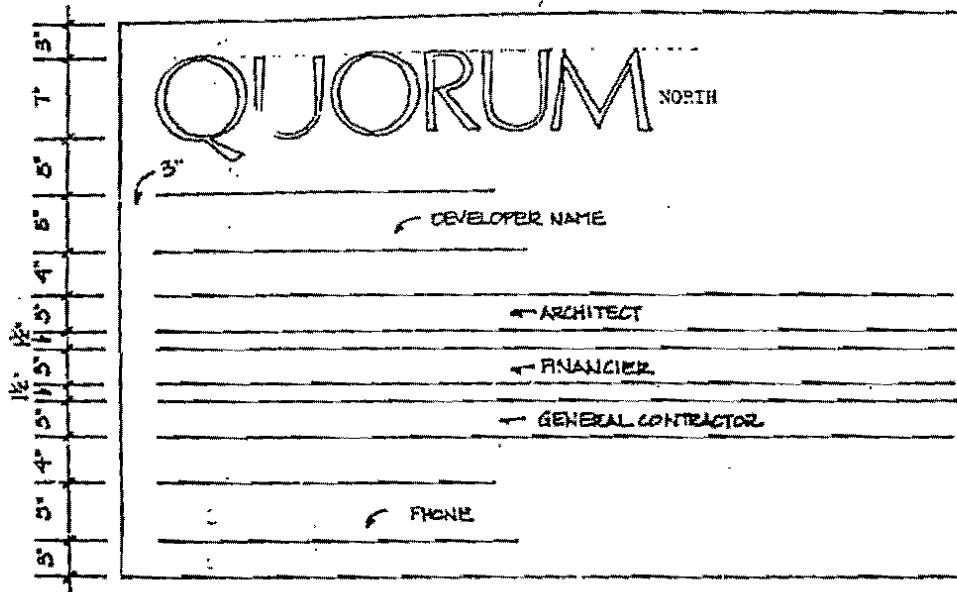
SIGN IS EXTERIOR GRADE PLYWOOD WITH SUPPORTS BEING 6" x 6" TALL. PRINT COLORS ARE TO MATCH PANTONE MATCHING SYSTEM COLORS AS FOLLOWS:

BACKGROUND: PMS 405C
 "QUORUM": PMS 401C
 ALL OTHER LETTERING: WHITE
 TRIM OR DIVISION LINES: PMS 174C

SCALE: 1" = 1'-0"

EXHIBIT I
 FUTURE USE SIGN

80,000, 3100



SIGN IS 4'-0" H x 8'-0" W

SIGN IS EXTERIOR GRADE PLYWOOD WITH SUPPORTS BEING 6" x 6" TALL. PAINT COLORS ARE TO MATCH PANTONE MATCHING SYSTEM COLORS AS FOLLOWS:

BACKGROUND: PMS 405C

"QUORUM": PMS 401C

ALL OTHER LETTERING: WHITE

TRIM OR DIVISION LINES: PMS 174C

SCALE: 1" = 1'-0"

EXHIBIT 1
CONSTRUCTION/LEASING SIGN

YOU
40000 31100

10000 31100

FILED
R. E. Meadows
COUNTY CLERK
DALLAS COUNTY

1900 JAN 7 PM 3:36

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.

JAN 8 1930



R. E. Meadows

COUNTY CLERK, Dallas County, Texas

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60000 3106