

THENCE in a southerly direction along said west line of Noel Road and said curve to the right an arc distance of 57.87 feet to the end of said curve;
THENCE South 00 degrees, 12 minutes, 40 seconds East, continuing along said west line of Noel Road, a distance of 80.00 feet to its intersection with said corner clip line at Spring Valley Road;
THENCE South 44 degrees, 47 minutes, 20 seconds West, along said corner clip line, a distance of 14.14 feet to the POINT OF BEGINNING and CONTAINING 65,672.1145 square feet or 1.5076 acres of land, more or less.

II.

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

A landscape buffer strip, a minimum of 13 feet in width, must be installed and maintained adjacent to the Noel Road right-of-way line at the time of development. Large canopy trees must be installed and maintained throughout the landscape buffer strip so that the center of each large canopy tree is approximately 30 feet away from the center of any other large canopy tree. Offstreet parking and maneuvering, not including access points or driveways, is prohibited in this landscape buffer strip. Said landscape buffer strip shall include within the boundaries thereof a 9 foot right-of-way easement along and adjacent to Noel Road.

At the 13 foot landscape buffer strip line, a structure not exceeding 36 feet in height may be constructed. However, the height of the structure may be increased by one foot for each additional foot in setback from the Noel Road right-of-way line up to a maximum setback of 50 feet from the Noel Road right-of-way line.

III.

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

IV.

These restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be

DEED RESTRICTIONS - PAGE 2

92035 3683

required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City Council approves an amendment or termination of these restrictions, the Owner must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at his or her sole cost and expense before the amendment or termination becomes effective.

V.

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

VI.

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

VII.

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

VIII.

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

DEED RESTRICTIONS - PAGE 3

92035 3684

IX.

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

X.

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

XI.

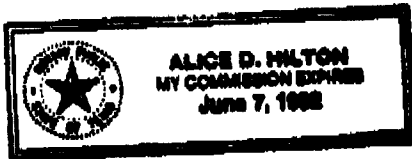
The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED at the City of Dallas, Dallas County, Texas on this the 10th day of January, 1992.

Colleen A. Keating
Colleen A. Keating, Owner

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me by Colleen A. Keating on this 10th day of January, 1992.



Alice D. Hilton
Notary Public in and for
the State of Texas

DEED RESTRICTIONS - PAGE 4

Approved as to form:
SAM LINDSAY, Acting City Attorney
By *John R. ...*
Assistant City Attorney

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