

DEED RESTRICTIONS

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

## I.

The undersigned, Hope Enterprises, Ltd., a Texas limited partnership ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the John Witt Survey, Abstract No. 1584, City Block 7006, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to Hope Enterprises, Ltd. by Grover H. Hope, by deed dated February 3, 1993 and recorded in Volume 93045, Page 2647, in the Deed Records of Dallas County, Texas, and by Mary L. Hope by deed dated February 3, 1993 and recorded in Volume 93045, Page 2641 in the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

## II.

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

1. No building or structure on the Property may exceed 200 feet in height.
2. The floor area, for all buildings combined, exclusive of parking structures, may not exceed 593,000 square feet.

## III.

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

## IV.

These restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City Council approves an amendment or termination of these restrictions, the Owner must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at his or her sole cost and expense before the amendment or termination becomes effective.

## V.

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

## VI.

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

## VII.

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

## VIII.

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

## IX.

Unless stated otherwise in this document, the definitions and provisions of CHAPTER 51A, "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 Owner certifies and represents that there are no liens, other than liens for ad valorem taxes, against the Property if there are no signatures of lienholders subscribed below.

## XII.

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

EXECUTED at the City of Dallas, Dallas County, Texas, on this the 28 day of November, 19 94.

Hope Enterprises, Ltd., a Texas limited partnership  
Owner

  
by Grover H. Hope, General Partner

CONSENT AND CONCURRENCE OF LIENHOLDER:

PROPERTY LIENHOLDER: None

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM:

SAM A. LINDSAY City Attorney

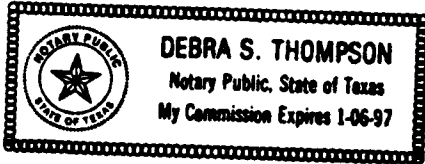
BY: [Signature]  
Assistant City Attorney

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on November 28, 1994 by Grover H. Hope as General Partner of and on behalf of Hope Enterprises, Ltd., a Texas limited partnership.

[Signature]  
Signature of officer

Notary  
Title of officer  
My commission expires: 1/6/97



## DEED RESTRICTIONS-EXHIBIT "A"

Field Notes for HEL's Durham Tract:

A part of the John Witt Survey, Abstract No. 1584, situated in Dallas in Dallas County, Texas; and embracing a portion of the 6-245/1000 acres tract described in the deed for 1/2 interest to Grover H. Hope recorded in volume 74127, page 1998 and volume 72171, page 2405 of the Dallas County Deed Records and all of the 0-746/100 of an acre tract described in the deed to Grover H. Hope recorded in volume 81104, page 0003 of the said Deed Records.

BEGINNING at a 1" iron rod for the southwest corner of the said 6-245/100 acres tract and the southeast corner of Lot 2 in Block 7006 of Spring Valley Center Addition as said Lot 2 appears upon the map recorded in volume 83134, page 6248 of the said Deed Records.

THENCE north no degrees-32 minutes-10 seconds east, along the west line of the said 6-245/1000 acres and to along the west line of 0-746/1000 of an acre tract and the east line of said Lot 2, a distance of 468-5/10 feet to a mark "Y" in concrete for the northwest corner of said 0-746/1000 of an acre tract and the northeast corner of said Lot 2 for the south line of Spring Valley Road in a curve to the left with a radius of 1050 feet.

THENCE easterly along the north line of said 0-746/1000 of an acre tract for the south line of said Spring Valley Road and along the said curve to the left an arc length of 35-55/100 feet to its end, the long chord of said 35-55/100 feet arc is south 88 degrees-30 minutes-37 seconds east 35-55/100 feet.

THENCE south 89 degrees-28 minutes-49 seconds east, continuing along the north line of said 0-746/1000 of an acre tract for the south line of Spring Valley Road, at 246-97/100 feet pass the northeast corner of said 0-746/1000 of an acre tract, and continue in all 418-75/100 feet to a 1" iron rod for the northwest corner of the tract described in the deed to the City of Dallas recorded in volume 83249, page 0603 of the said Deed Records for the west line of Noel Road.

THENCE along the west line of said City tract for the west line of Noel Road:

south 44 degrees-27 minutes-12 seconds east 14-14/100 feet to a 1" iron rod;  
 south no degrees-34 minutes-24 seconds west 114-96/100 feet to a 1" iron rod to the beginning of a curve to the left with a radius of 1037 feet;  
 along said curve to the left an arc length of 94-83/100 feet to a 1" iron rod at its end, the long chord of said 94-83/100 feet arc is south 2 degrees-02 minutes-47 seconds east 94-80/100 feet;  
 south 4 degrees-39 minutes-59 seconds east 152-30/100 feet to a 1" iron rod to the beginning of a curve to the right with a radius of 963 feet;  
 along said curve to the right an arc length of 96-02/100 feet to a 1" iron rod at its end for the southwest corner of said City tract, the long chord of said 96-02/100 feet arc is south 1 degree-48 minutes-36 seconds east 95-98/100 feet.

THENCE north 89 degrees-33 minutes-27 seconds west, along a line for the south line of said 6-245/1000 acres tract, 486-23/100 feet to the place of beginning and containing 220,851 square feet (5-070/1000 acres).

Surveyed April and May 1984.