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DEED RESTRICTIONS

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, Luedke-Goldberg Realty Company ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land containing 53,428 square feet of land out of the C.A. Lovejoy Survey, Abstract No. 829, Lot 2 in City Block A/4414, City of Dallas ("City"), Dallas County, Texas and being that same tract of land conveyed to Dennis Luedke and Robert Goldberg by East Lake Internal Medicine Associates Money Purchase Pension Trust by deed dated December 5, 1977, and recorded in Volume 77248, Page 0427, in the Deed Records of Dallas County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated for all purposes.

II.

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

- A. No more than 45 dwelling units per acre are permitted on the Property.
- B. Except as provided below, the maximum structure height is fifty feet (50').
- C. Structures listed in Section 51A-4.408(a)(2) of the Dallas Development Code may project through the slope to a height not to exceed the maximum structure height, or 12 feet (12') above the slope, whichever is less. Chimneys may project through the slope to a height 12 feet (12') above the slope and 12 feet (12') above the maximum structure height.

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.

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IV.

These restrictions may be amended or terminated only after 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 of this instrument by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED this the 11 day of MARCH, 1998.

LUEDKE-GOLDBERG REALTY COMPANY

By: Bruce I. Prager M.D.
Bruce I. Prager, M.D.,
General Partner

By: James G. Brooks, Jr. M.D.
James G. Brooks, M.D.,
General Partner

CONSENT AND CONCURRENCE OF
LIENHOLDER:

NONE
Property Lienholder

By: _____
Title: _____

APPROVED AS TO FORM:

SAM A. LINDSAY, City Attorney

By: Alexander Fernandez
Assistant City Attorney

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on March 11, 1998, by Bruce I. Prager, M.D., General Partner of Luedke-Goldberg Realty Company, on behalf of said partnership.



Judy K. Green
Notary Public in and for
the State of Texas

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on March 11, 1998, by James G. Brooks, M.D., General Partner of Luedke-Goldberg Realty Company, on behalf of said partnership.



Judy K. Green
Notary Public in and for
the State of Texas

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Being a tract of land in the C.A. Lovejoy survey, Abstract No. 829, City Block No. 4414, City of Dallas, Dallas County, Texas and being part of Lot 1 and Lot 2, Block A/4414 of Isaminger Addition an addition to the City of Dallas and recorded in Volume 28, Page 105, Map Records of Dallas County, Texas and being a 53,428 Square foot tract of land conveyed from East Lake Internal Medicine Associates Money Purchase Trust to Dennis Luedke and Robert Goldberg by deed dated December 14, 1977 and recorded in Volume 77248, Page 0426, Deed Records of Dallas County, Texas and being more particularly described as follows:

Beginning at an "X" cut in concrete at the intersection of the Northeast line of Knob Oak Drive (50 feet wide) and the Northwest line of Gaston Parkway (50 feet wide);

THENCE: North 37°14' West with the Northeast line of Knob Oak Drive 331.28 feet to a 1" square channel iron found for corner, said corner being the Southwest corner of a 4.275 acre tract of land conveyed to OCWEN Federal Bank FSB by deed recorded in Volume 97063, Page 3030, Deed Records of Dallas County, Texas;

THENCE: North 52°26' East with the Southeast line of said 4.275 acre tract 146.65 feet to a ½" iron rod found for corner, said corner being North 52°26' East 15.0 feet from the Northwest corner of a tract of land conveyed to Campbell, Markowitz and Whitfill by deed dated December 31, 1974 and recorded in Volume 75006, Page 0864, Deed Records of Dallas County, Texas;

THENCE: South 45°00" East 309.52 feet to a ½" iron rod set for corner on the Northwest line of Gaston Parkway, said corner being North 45°00' East 15.0 feet from the Southwest corner of said Campbell, Markowitz and Whitfill tract;

THENCE: South 45°00" West with the Northwest line of Gaston Parkway 188.28 feet to the Point of Beginning and containing 53,428 square feet of land.