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DEED RESTRICTIONS

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

I.

The undersigned, Tenet Healthsystem Hospitals, Inc., a Delaware corporation ("the Owner"), formerly NME Hospitals, Inc., a Delaware corporation, dba Doctors Hospital of Dallas, is the owner of the following described property ("the Property"), being in particular a 1.227 acre tract of land out of the C.A. Lovejoy Survey, Abstract No. 829, Lot 2A in City Block A/4414, City of Dallas ("City"), Dallas County, Texas and being that same tract of land conveyed to NME Hospitals, Inc., a Delaware corporation, dba Doctors Hospital of Dallas by Elima Building Partnership, a partnership composed of Cloyce L. Stetson and E. Nelson Forsyth, Jr., by deed dated July 20, 1995, and recorded in Volume 95143, Page 04499, 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.

DM
, its successors and assigns 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 11th day of March, 1998.

TENET HEALTHSYSTEM HOSPITALS, INC.,
a Delaware corporation

By: *Douglas E. Edlin*
Title: Vice President

CONSENT AND CONCURRENCE OF
LIENHOLDER:

Property Lienholder

By: _____
Title: _____

APPROVED AS TO FORM:

SAM A. LINDSAY, City Attorney

By: *Alvaro Fernandez*
Assistant City Attorney

Description of a 1.227 acre tract out of the C.A. Lovejoy Survey Abstract No. 829, Dallas County, Texas said tract being all of Lot 2A of the CMW Addition an addition to the City of Dallas, According to the plat recorded in Volume 75127, Page 796, of the Deed Records, Dallas County, Texas; said 1.227 acre tract, commonly known as 9229 Gaston Parkway and being more particularly described as follows:

Commencing at a 1/2 inch iron rod found at the intersection of the Northwest Right-of-Way line of Gaston Parkway (a 50 foot wide Right-of-Way) and the Northeast line of Knob Oak Drive (a 50 foot wide Right-of-Way); said point being the most Southerly corner of Lot 2 of the Isaminger Addition, an addition to the City of Dallas according to the plat recorded in Volume 28, Page 105 of the Deed Records of Dallas County, Texas;

THENCE North 45 degrees 00 minutes 00 seconds East, along the said Northwest line of Gaston Parkway, a distance of 188.28 feet to a 1/2 inch iron rod found at the Point of Beginning; said point being the most Southerly corner of Lot 2A of the said CMW Addition;

THENCE North 45 degrees 00 minutes 00 seconds West, departing the said Northwest line of Gaston Parkway and along the Southwest line of said Lot 2A, a distance of 309.52 feet to a 1/2 inch iron rod with "Pacheco Koch" cap set for corner;

THENCE North 52 degrees 26 minutes 00 seconds East, a distance of 101.04 feet to a 1/2 inch iron rod with "Pacheco Koch" cap set for corner;

THENCE South 42 degrees 17 minutes 00 seconds East, a distance of 96.56 feet to a 1/2 inch iron rod with "Pacheco Koch" cap set for corner;

THENCE North 45 degrees 00 minutes 00 seconds East, a distance of 121.10 to a 1/2 inch iron rod found for corner;

THENCE South 45 degrees 00 minutes 00 seconds East, a distance of 200.00 feet to a cut "+" in concrete found in the said Northwest line of Gaston Parkway;

THENCE South 45 degrees 00 minutes 00 seconds West, along the said Northwest line of Gaston Parkway, a distance of 216.71 feet to the Point of Beginning;

Containing 53,441 square feet or 1.227 acres of land, more or less.