

## FOREST-CENTRAL OFFICE PARK

## RESERVATIONS, RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS X  
COUNTY OF DALLAS X KNOW ALL MEN BY THESE PRESENTS:  
X

That FOREST-CENTRAL JOINT VENTURE, hereinafter referred to as "Developer", being a joint venture comprised of Southern Union Realty Company and Windward Corporation with office and principal place of business in Dallas, Dallas County, Texas, being the owner of that certain tract of land herein referred to as Forest-Central Office Park, which tract has heretofore been platted according to the plat thereof recorded in the office of the County Clerk of Dallas County, Texas, on January 19, 1976, after having been approved as provided by law, and being recorded in Volume 76012, Page 0060 of the Map Records of Dallas County, Texas, does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants which shall be and are hereby made applicable to Forest-Central Office Park:

Uses

1. All of the building sites in Forest-Central Office Park shall be used solely for office buildings, hotels and motels, and restaurants; and if approved in writing by the Developer, for other purposes reasonably and customarily auxiliary and incidental to the aforesaid usages; plus paved employee and visitor parking as hereafter set forth; or any other use if, in the judgment of the Developer, such use meets the standards set forth in the next succeeding paragraph and is approved in writing by the Developer.

No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which constitutes a nuisance or is hazardous by reason of fire or

explosion, or injurious to the reputation of any site in Forest-Central Office Park, or in violation of the laws of the United States, the State of Texas, or the City of Dallas.

Set Backs

2. No building shall be constructed in Forest-Central Office Park nearer than twenty-five (25) feet to a front property line or nearer than ten (10) feet to any side yard.

The term site, as used herein, shall mean each parcel of land in Forest-Central Office Park owned or developed as a unit, including both building and parking facilities therefor, whether such parcel of land consists of a full tract as shown on the recorded plat or less than or more than a full tract as shown on the aforesaid recorded plat.

Construction Standards

3. Construction or alteration of any building or structure in Forest-Central Office Park shall meet the standards set forth in these Reservations, Restrictions and Covenants. No construction work shall start until written approval from the Developer has been received in accordance with paragraphs thirteen (13) and fourteen (14).

All sides of any building or structure in Forest-Central Office Park shall be finished with face brick, stone, marble, exposed aggregate or architectural concrete, glass or equal, from finished grade to roof level. No building shall be covered with corrugated metal or asbestos. No building shall be constructed with a wooden frame. Where a construction material is specified herein, another material may be used in lieu thereof, provided such material is approved by the Developer.

From the terminal facility serving a site, extensions of utility lines across property hereafter sold by Developer and all other utility lines across property hereafter sold by Developer must be constructed underground (including telephone lines): but this shall not be interpreted to require existing above ground utility lines to be placed underground or to control the placement of temporary utility lines

during construction or to control the location of lines to such terminal facility from off such site.

Signs

4. All signs shall be of a size and nature that will preserve the quality and atmosphere of Forest-Central Office Park and be consistent with the intended dignified standing of Forest-Central Office Park. Unless otherwise approved in writing by the Developer, all signs must: (a) be attached to a building; (b) be installed so as to be parallel to and contiguous with the building wall; (c) not project above the roof line of the building to which it is attached; (d) not be of a flashing or moving character; and (e) be approved by Developer.

Storage

5. No articles, goods or materials shall be stored in the open or so as to be exposed to public view.

Screening  
of Objects

6. Water tower, storage tanks, stand-fans, cooling towers, heating equipment, air conditioning or ventilating equipment, electrical equipment, mechanical equipment, and any other equipment (excluding communication towers) including that which is located on the roof of any building or on the ground shall be effectively shielded from view from any dedicated street or ground level parking area by means of an architecturally and aesthetically sound method which has been approved in writing by the Developer before construction or erection thereof.

Parking

7. Paved asphalt or concrete parking shall be provided in a number not less than the minimum guideline standards set forth in the then current Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas.

Parking will not be permitted on any street or road, either public or private, or at any other place than the paved parking spaces provided in accordance with the provisions hereof; and each building owner shall be responsible for compliance with such provisions by its lessees and their respective employees and visitors.

Landscaping

8. Planted areas, landscaping, drives, sidewalks and locations of loading docks and building service entrances shall conform to reasonable standards approved in writing by the Developer in advance of the installation, construction or establishment thereof.

All loading docks must be effectively shielded from ground level view from any dedicated street by an aesthetically and architecturally sound method which has been approved in writing by the Developer before construction thereof.

Illumination

9. If exterior illumination is desired for any building in Forest-Central Office Park, such exterior illumination shall be designed so as to be directed on the particular building for which such illumination has been approved by the Developer and such particular building's landscaping; and such illumination shall not be installed without the prior written approval of the Developer as to the plans therefor.

Sidewalks

10. Each owner of Property in Forest-Central Office Park shall install along side any dedicated street bordering its land a sidewalk which is four (4) feet in width and constructed of aggregate concrete or comparable material approved in writing by the Developer, such construction to be completed by the time occupancy of the building constructed on such site occurs.

Maintenance

11. The owner of each parcel of property in Forest-Central Office Park shall have the duty and responsibility for:

(a) keeping the property free of unsightly weeds and keeping grass and other ground cover mowed and landscaping in a well maintained, safe, clean and attractive condition at all times

(b) keeping all buildings and improvements and appurtenances thereon in a well maintained, safe, clean and attractive condition at all times; and (c) complying with all governmental, health, safety and police requirements affecting said parcel of real property and improvements thereon. If, in the reasonable judgment of the Developer, any such owner if failing to comply with any of the obligations of such owner set

forth in the preceeding sentence, the Developer may give owner written notice specifying such default and owner shall thereupon have ten (10) days to cure such default or if such default cannot be cured with the application of reasonable diligence within such ten (10) day period, to commence in good faith to cure such default and thereupon carry forward the curing of such default to completion with reasonable diligence. If the owner fails to fulfill such duty, then Developer shall have the right to cure such default and the owner shall be liable to Developer for the reasonable cost and expense to Developer of curing or attempting to cure such default; and if the owner fails to pay said required sum to Developer within thirty (30) days after being billed therefor by Developer, then the indebtedness thereby represented shall be automatically deemed secured by a lien against such Forest-Central Office Park property of owner; however, such lien shall automatically be subordinated to the lien of any bank, savings and loan association, trust company, insurance company, university, pension trust or other institutional lender loaning funds for construction financing or long term financing of improvements on such property.

Traffic Control

12. Developer retains the right to regulate and control the direction of traffic on streets and proposed streets on the land and the location of entrances and exits from building sites and portions of the land to and from streets and proposed streets until such controls legally become the responsibility of any city or other governmental entity.

Architectural Control

13. No building or other structure of any character shall be erected or placed or the erection or placing thereof commenced (or changes made in the design thereof after original construction) on any property in Forest-Central Office Park until the obtaining of approval (as hereafter provided) of such construction plans and other construction information as is adequate in the judgment of the Developer to apprise the Developer of the scope and appearance of the planned

building and until the approval (as hereafter provided) of a plat showing the location thereof. Approval shall be granted or withheld by the Developer based on matters of compliance with the provisions of this instrument and shall not be unreasonably withheld.

Notice from Developer

14. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the Developer fails to approve or disapprove in writing any plans and specifications and plats submitted to it in compliance with the preceding provisions within thirty (30) days following such submission (or having disapproved, fails to specify the particular reasons for disapproval), then the Developer shall be deemed to have approved such plans and specifications and plat.

Applicability

15. Each Contract, Deed, or Deed of Trust which may be hereafter executed with respect to any property in Forest-Central Office Park shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

Sprinkler System

16. The area between the back of the front curb and the front building line or side building line shall be sprinkled by the property owner and said owner shall be responsible for the operation and maintenance of the sprinkler system.

Right to Re-subdivide

17. At the time of purchase of a tract or parcel of land from Developer, such tract or parcel of land shall be considered as a single building site for all purposes hereunder unless and until owner, in connection with approval of plans and specifications for improvements, shall designate one or more building sites thereon.

Repairs

18. Notwithstanding that Developer may have approved owner's landscape plan or plans and specifications for a building, if the owner of property in Forest-Central Office Park, during his landscaping or construction, causes any destruction or damage to occur to trees, landscaping installed by Developer, which damage or destruction is not called for by the plans approved by Developer, then said owner, at his own cost and expense, will restore or replace any such items so damaged or destroyed.

Governmental  
and Agency  
Regulations

19. The owners, users, lessees, and occupants of each and every building site or portions of the land shall at all times comply with all laws, ordinances, rules, regulations and orders of all federal, state, county and municipal governments and governmental agencies presently applicable to the land or that may in the future, be applicable to the land.

Amendments

20. These Reservations, Restrictions and Covenants may be amended by the action of owners of at least sixty percent (60%) of the total net acres whether such sixty percent (60%) ownership consists of Developer alone, Developer and property owners or property owners alone, provided, however, that if such sixty percent (60%) consists of property owners alone, then, so long as Developer retains fee simple legal title to any net acres, such property owners must obtain Developer's written consent to any amendment to the Reservations, Restrictions and Covenants. Any and all such amendments adopted and imposed upon Forest-Central Office Park pursuant hereto shall be administered, interpreted and enforced by Developer. Any and all such amendments shall become effective at the time when executed and acknowledged by the appropriate persons or entities specified hereinabove and filed for recording in the Dallas County Clerk's Office. The term "Net Acres" for purposes of this paragraph shall be land held under private ownership excluding all land within streets, alleys, rights-of-way, easements and areas which have been formally dedicated to public

use by plat or other instrument of dedication.

Plats

21. Developer may, at any time and from time to time hereafter, exercise, acknowledge and file for recording in the Dallas County Clerk's Office, Dallas, Texas, any and all plats, drawings or plot plans of any portion or section of Forest-Central Office Park and by so doing dedicate all of the public areas, streets, alleys, rights-of-way and easements shown and described on said plats to public use and shall indicate on such plat, plot plan or drawing the building lines applicable to any and all buildingsites and other area within the portion or section so platted. Any and all such plats shall be effective at the date when exercised and acknowledged by the appropriate persons or entities specified in the foregoing and filed for recording in the Dallas County Clerk's Office, Dallas, Texas.

Addition of  
Land Hereto

22. Developer shall have the right to include other additional land within the subdivision by filing an additional plat or plats embracing such additional land.

Partial  
Invalidity

23. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Reservations, Restrictions and Covenants shall remain in full force and effect, binding in accordance with their terms.

Binding  
Effect

24. All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and Developer and the respective heirs, executors, administrators, successors and assigns of the aforesaid.

WITNESS OUR HANDS at Dallas, Texas this 22 day of JAN, 1976.

FOREST-CENTRAL JOINT VENTURE, by

Alden E. Wagner  
Alden E. Wagner, President  
Windward Corporation

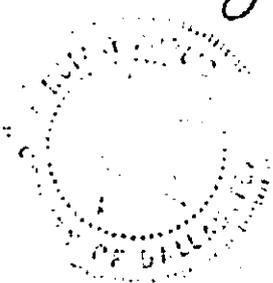
Roger Beach  
Roger Beach, Vice President  
Southern Union Realty Company, Inc.

STATE OF TEXAS X  
COUNTY OF DALLAS X

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Alden E. Wagner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this 22nd day of January, 1976.

Dorothy Jones  
Notary Public in and for  
Dallas County, Texas

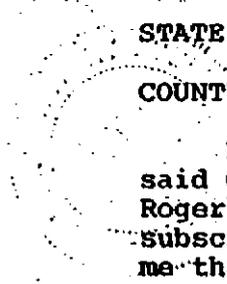


STATE OF TEXAS X  
COUNTY OF DALLAS X

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Roger Beach, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this 22nd day of January, 1976

Paula Fulley  
Notary Public in and for  
Dallas County, Texas



TYPE OF THIS COUNTY OF DALLAS  
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... ..  
... ..

JAN 23 1976  
L. E. MURDOCH  
COUNTY CLERK  
DALLAS, TEXAS

*Return to  
Federal - Central Bank & Finance  
4054 11<sup>th</sup> Kinney Ave, Suite 200  
Dallas, Texas 75204*

DALLAS COUNTY, TEXAS  
COUNTY CLERK

*L. E. Murdoch*

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