

DEED RESTRICTIONS

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

I.

The undersigned, Ridgecrest Baptist Church, ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the John W. Smith Survey, Abstract No. 1334, City Block T/2922, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner as follows:

By Mary Moncrief Hart, by deed dated March 26, 1941, and recorded in Volume 2274, Page 26 in the Deed Records of Dallas County, Texas.

By William H. Reedy, by deed dated September 18, 1944, and recorded in Volume 2506, Page 278 in the Deed Records of Dallas County, Texas.

By Mary Moncrief Hart, by deed dated June 19, 1946, and recorded in Volume 2818, Page 172 in the Deed Records of Dallas County, Texas.

By Antoinette Moncrief Perry, H.E. Perry, Stephen Arthur Moncrief, R. Dozier Moncrief, Elizabeth Moncrief Sanders and J. A. Sanders, Jr., by deed dated January 15, 1948 and recorded in Volume 2961, Page 522 in the Deed Records of Dallas County, Texas.

By Antoinette M. Perry and H.E. Perry, by deed dated July 18, 1950, and recorded in Volume 3351, Page 513 in the Deed Records of Dallas County, Texas.

By Antoinette Moncrief Perry, H.E. Perry, Stephen Arthur Moncrief, R. Dozier Moncrief, Elizabeth Moncrief Sanders and J. A. Sanders, Jr., by deed dated July 24, 1950 and recorded in Volume 3351, Page 515 in the Deed Records of Dallas County, Texas.

By Edward Gregg Wallace, Sr. and Natale F. Wallace, by deed dated May 17, 1957 and recorded in Volume 4708, Page 520 in the Deed Records of Dallas County, Texas.

The property is more particularly described in Exhibit A:

II.

The Owner does hereby impress all of the Property with the following deed (Deed Restrictions) - Page 1

restrictions ("restrictions"), to wit:

- (1) Single family uses are restricted to a maximum density of 21 dwelling units.
- (2) A maximum of two shared access point is permitted on Ellsworth Avenue.
- (3) Exclusive of fenestration, the buildings facades adjacent to Ellsworth Avenue must be constructed of brick or stone material and have a composite roof. Solar panels are allowed on roofs.
- (4) Multifamily uses are prohibited.
- (5) The maximum height of dwelling units is two (2) stories.
- (6) Short-term rentals are prohibited.

III.

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

IV.

These restrictions may be amended or terminated as to any portion of the Property, upon application to the City of Dallas by the current owner of that portion of the Property, without the concurrence of the owners of the remaining portion of the Property. 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 of the Dallas City 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 mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or 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 this the _____ day of _____, 2022.

Owner
By: _____
Printed Name: _____
Title: _____

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

Owner
By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
CHRISTOPHER J. CASO, City Attorney

By: _____
Assistant City Attorney

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____ by
NAME, TITLE, ENTITY, a Texas limited liability company, on behalf of said company.

NOTARY PUBLIC