

RECEIVED

DEED RESTRICTIONS

MAR 15 AM 11:51

THE STATE OF TEXAS)
COUNTY OF COLLIN)

CITY SECRETARY
DALLAS, TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

Filed for Record in:
Collin County, McKinney TX
Honorable Brenda Taylor
Collin County Clerk
On Mar 14 2005
At 11:52am
Doc/Num : 2005-0031711
Recording/Type:RS 24.00
Receipt #: 10363

I.

The undersigned, Felix Diaz, an individual ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Old Renner Survey, Abstract No. 3DA8726008, City Block 8/8726 Lots 1, 2, 11, and 12, City of Dallas ("City"), Collin County, Texas, and being that same tract of land conveyed to the Owner by Julia Mary Jackson Gray, by deed dated June 29, 2004, and recorded in Volume 36, Page 351, in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEING all of Lots 1, 2, 11 & 12 in City Block 8/8726, located on the northwest line of Newt Street, beginning approximately 200 feet southwest of the southwest line of Frank Jackson, fronting approximately 97.3 feet on the northwest line of Newt Street, having a depth of approximately 300 feet, and containing approximately 28,000 square feet of land.

II.

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

The following uses are prohibited on the Property:

- 1. An indoor shooting range.
2. Commercial radio or television transmitting tower.
3. Radio, television or microwave tower.
4. Tower/antenna for cellular communication.

A 9-foot solid wood screening fence must be installed and maintained in good repair (no missing slats, no open spaces, no leaning) around the perimeter of the Property no more than 90 days after passage of this ordinance.

Outside storage (including temporary storage for any amount of time of vehicle equipment or materials with the exception of landscaping) that is visible from a grade level standing position anywhere adjacent to the Property is prohibited.

Signage is prohibited on the western side of the fence facing Meandering Way.

Any lighting installed must not exceed 9 feet in height and must be shielded or directed so as not to shine toward, in any way, adjacent residential property.

Trucks and/or heavy machinery may only be operated between the hours of 7 a.m. and 8 p.m.

No structures may be located closer than 20 feet from the fence at the rear property line.

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," 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 28 day of FEBRUARY, 2005.

Owner

By: Felix Diaz

Printed Name: FELIX DIAZ

Title: OWNER

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

Property Lienholder or Mortgagee

By: Felix Diaz

Printed Name: FELIX DIAZ

Title: _____

APPROVED AS TO FORM:
MADELEINE B. JOHNSON, City Attorney

By: Casey Bunz
Assistant City Attorney

[ATTACH THE APPROPRIATE ACKNOWLEDGMENT FOR EACH SIGNER]

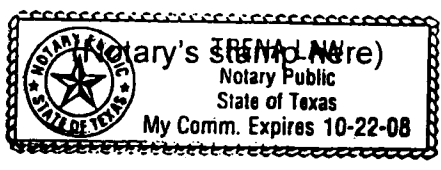
(Rev. 6-5-99)

050806

State of Texas

County of Dallas

This instrument was acknowledged before me on 28th day of Feb (date of acknowledgment) by Felix Diaz (name of person who signed the deed restrictions).



[Signature] (Notary's signature)
Notary Public in and for
the State of Texas

Ret to:
Felix Diaz
4304 Oak Knoll Dr
Plano TX 75092