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- Four Crepe Myrtle trees must be planted 20 feet on center and evenly spaced (20 feet apart) along the northern property line to provide a visual screening of the metal building from the residential uses to the north.
- 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 (western) 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.

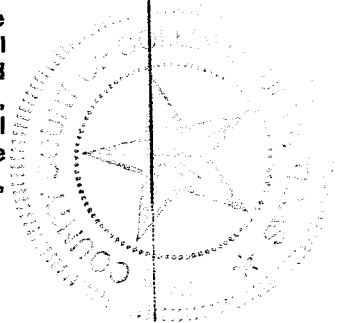
These restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending 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.



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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.

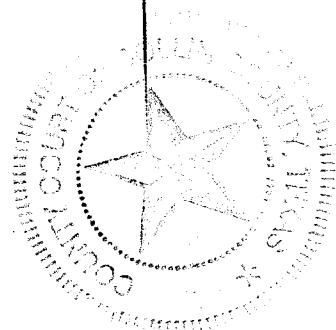
The Owner understands and agrees that this document shall be governed by the laws of the State of Texas.

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.



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EXECUTED this the 1st day of March, 2005

By: [Signature]
Printed Name: Kimberley L. Harrison
Title: _____

Owner
By: [Signature]
Printed Name: Jonathan L. Harrison
Title: _____

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

Property Lienholder or Mortgagee

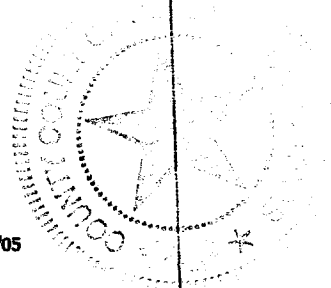
By: _____
Printed Name: _____
Title: _____

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

By: [Signature]
Assistant City Attorney

[ATTACH THE APPROPRIATE ACKNOWLEDGMENT FOR EACH SIGNER]

(Rev. 6-5-99)



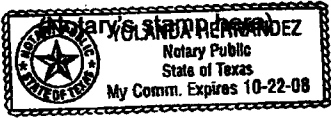
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State of Texas

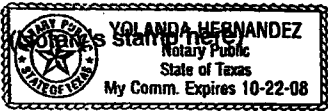
County of Dallas

This instrument was acknowledged before me on March 1, 2005 (date of acknowledgment) by Jonathan Harrison (name of person who signed the deed restrictions)

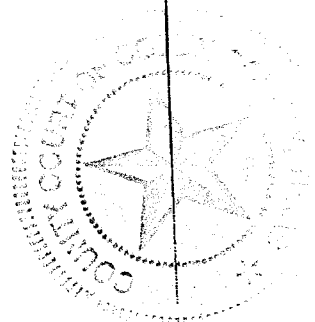


Yolanda Hernandez (Notary's signature)
Notary Public in and for
the State of Texas

This instrument was acknowledged before me on March 1, 2005 (date of acknowledgment) by Kimberley L. Harrison (name of person who signed the deed restrictions)



Yolanda Hernandez (Notary's signature)
Notary Public in and for
the State of Texas



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57-16-02280

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EXHIBIT A

aw

TRACT I:

BEING ALL OF LOTS 1 AND 2, BLOCK 1/8726 OF THE ORIGINAL TOWN OF RENNER, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 36, PAGE 351, DEED RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

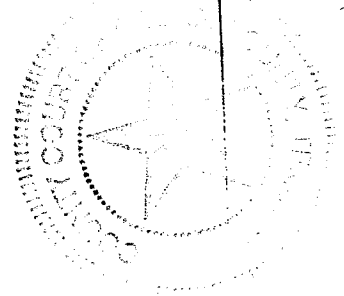
BEGINNING AT A 5/8" IRON ROD WITH BRASS CAP FOUND FOR CORNER AT THE MOST NORTHERN CORNER OF SAID LOT 2 AND THE MOST WESTERN CORNER OF LOT 3A, BLOCK 1/8726 OF HARRISON'S HALF ACRE, AN ADDITION TO THE CITY OF DALLAS, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME N, PAGE 297, MAP RECORDS OF SAID COUNTY AND ALSO BEING IN THE SOUTHEAST RIGHT-OF-WAY LINE OF THE DALLAS AREA RAPID TRANSIT;

THENCE SOUTH 26°25'40" EAST ALONG THE COMMON LINE OF SAID LOTS 2 AND 3A, A DISTANCE OF 22.41 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE MOST EASTERN CORNER OF SAID LOT 2 IN THE NORTHWEST LINE OF A PORTION OF RONNIE DRIVE ABANDONED BY MINUTES RECORDED IN BOOK 17, PAGE 399, COLLIN COUNTY, COMMISSIONERS COURT REFERENCED ON PLAT OF HARRISON'S HALF ACRE RECORDED IN VOLUME N, PAGE 297, MAP RECORDS OF SAID COUNTY;

THENCE SOUTH 63°34'20" WEST ALONG THE SOUTHEAST LINE OF SAID LOTS 1 AND 2 AND NORTHWEST LINE OF SAID RONNIE DRIVE ABANDONED, A DISTANCE OF 97.46 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE MOST SOUTHERN CORNER OF SAID LOT 1 IN THE NORTHEAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO THE HOUSING AUTHORITY OF THE CITY OF DALLAS, TEXAS, RECORDED AS INSTRUMENT NO. 96-0059976, DEED RECORDS OF SAID COUNTY;

THENCE NORTH 26°00'00" WEST ALONG THE SOUTHWEST LINE OF SAID LOT 1 AND NORTHEAST LINE OF SAID HOUSING AUTHORITY TRACT, A DISTANCE OF 1.00 FEET TO A 1/2" IRON ROD SET FOR CORNER IN THE SOUTHEAST LINE OF SAID DALLAS AREA RAPID TRANSIT;

THENCE NORTH 51°10'42" EAST ALONG THE SOUTHEAST LINE OF SAID DALLAS AREA RAPID TRANSIT, A DISTANCE OF 99.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.026 ACRES OF LAND.



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TRACT II:

BEING A TRACT OF LAND LYING SOUTHEAST OF AND CONTIGUOUS TO LOTS 1 AND 2, BLOCK 1/8726 OF THE ORIGINAL TOWN OF RENNER, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 36, PAGE 351, DEED RECORDS OF SAID COUNTY AND BEING A PART OF RONNIE DRIVE ABANDONED BY MINUTES RECORDED IN BOOK 17, PAGE 399, COLLIN COUNTY, COMMISSIONERS COURT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

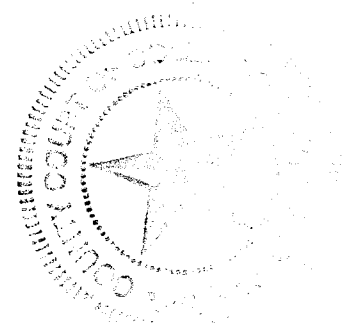
BEGINNING AT A 5/8" IRON ROD WITH BRASS CAP FOUND FOR CORNER AT THE MOST NORTHERN CORNER OF LOT 2, BLOCK 8/8726 OF THE ORIGINAL TOWN OF RENNER, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 36, PAGE 351, DEED RECORDS OF SAID COUNTY AND BEING IN SOUTHEAST LINE OF SAID RONNIE DRIVE ABANDONED;

THENCE SOUTH 63°34'20" WEST ALONG THE NORTHWEST LINE OF SAID BLOCK 8/8726, A DISTANCE OF 97.91 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE MOST WESTERN CORNER OF LOT 1 OF SAID ADDITION AND BEING IN THE NORTHEAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO THE HOUSING AUTHORITY OF THE CITY OF DALLAS, TEXAS RECORDED AS INSTRUMENT NO. 98-0059976, DEED RECORDS OF SAID COUNTY;

THENCE NORTH 26°00'00" WEST ALONG THE NORTHEAST LINE OF SAID HOUSING AUTHORITY TRACT, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE MOST SOUTHERN CORNER OF LOT 1, BLOCK 1/8726 OF THE ORIGINAL TOWN OF RENNER, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 36, PAGE 351, DEED RECORDS OF SAID COUNTY AND BEING IN THE NORTHWEST LINE OF SAID RONNIE DRIVE ABANDONED;

THENCE NORTH 63°34'20" EAST ALONG THE SOUTHEAST LINE OF SAID LOTS 1 AND 2, BLOCK 1/8726 AND NORTHWEST LINE OF SAID RONNIE DRIVE ABANDONED, A DISTANCE OF 97.46 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE MOST EASTERN CORNER OF SAID LOT 2 AND BEING IN THE SOUTHWEST LINE OF LOT 3A OF SAID HARRISON'S HALF ACRE;

THENCE SOUTH 26°25'40" EAST ALONG THE SOUTHWEST LINE OF SAID LOT 3A, A DISTANCE OF 60.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.135 ACRES OF LAND.



2015-10-1

05876 03467

No. 05-0805
Return to City Secretary
City Hall
Dallas, Texas 75201

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND
UNENFORCEABLE UNDER FEDERAL LAW. (COUNTY OF COLLIN
THE STATE OF TEXAS) I hereby certify that this instrument was FILED in the File Number Sequence on the date
and the time stamped hereon by me, and was duly RECORDED, in the Official Public
Records of Real Property of Collin County, Texas.

MAR 15 2005

Brenda Taylor



Filed for Record in:
Collin County, McKinney TX
Honorable Brenda Taylor
Collin County Clerk

On Mar 15 2005
At 3:47pm

Doc/Num : 2005- 0032778

Recording/Type:RS 28.00
Receipt #: 10771

