

WHEREAS, the City Council on April 30, 1986 passed Resolution No. 861342 providing for the acceptance of a deed restriction instrument submitted in conjunction with an application for a change of zoning to an I-1 Industrial District on property located west of Coit Road and east of Lauder Lane, north of Campbell Road involving Zoning File No. Z845-163/1784-N; and

WHEREAS, application has been made to terminate the deed restrictions on the subject property involving Zoning File No. Z989-198/10863-NC(BP); and

WHEREAS, new deed restrictions have been submitted in conjunction with the termination of the existing deed restrictions on the subject property; and

WHEREAS, the City Council at a public hearing on June 23, 1999 approved the termination of the existing deed restrictions and further accepted the new deed restrictions in accordance with the recommendation of the City Plan Commission; and

WHEREAS, an instrument providing for the termination of the existing deed restrictions and an instrument containing the new deed restrictions have been approved as to form; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the attached instrument providing for the termination of the existing deed restrictions be and is hereby accepted by the City Council of the City of Dallas, Texas.

Section 2. That the attached instrument providing for the new deed restrictions be and is hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of the property.

Section 3. That said instruments be filed in the Deed Records of Dallas County, Texas.

Section 4. That this resolution shall take effect from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

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


By 
Assistant City Attorney

APPROVED BY
CITY COUNCIL

JUN 23 1999


City Secretary

Passed JUN 23 1999

APPROVED 
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

649213

DEED RESTRICTIONS

Deed 07/08/99 1662438 \$25.00

THE STATE OF TEXAS §
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COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, Charles H. Hill, III; Carol Hill Smith; Brenda Hill Massingill; Linda Hill Guthrie, Individually as the sole and separate property of each; Jane K. Black, John R. Black, III and Robert C. Black, each as Co-independent executor of the Estate of John R. Black, Jr. and Co-Trustee of the Marital Trust Number One, the Black Marital Trust Number Two and the Black Family Trust under the Will of John R. Black, Jr.; Lexington One Investments, Ltd., a Texas limited partnership by Lexington One Management, LLC, its General Partner, by Lou B. Cagle, its President; and Marie Wells, Individually as her sole and separate property and as independent executrix of the Estate of Clyde H. Wells, deceased (collectively "the Owners"), are the owners of the following described 4.726 acres of property ("the Property"), situated in the City of Dallas ("City"), Dallas County, Texas, being described as a tract of land out of the Thomas J. Yager Survey, Abstract No. 1615, in City Block 8199, and being a portion of that land conveyed to Black Trust 27 by John R. Black by deed dated December 28, 1937, and recorded in Volume 2573, Page 262 in the Deed Records of Dallas County, Texas and to Clyde Wells by deed dated April 28, 1978 in Volume 79040, Page 900, in the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit "A", attached hereto and incorporated herein by reference as if same were recited verbatim herein.

II.

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

- A. A minimum building setback of 50' from the western lot line;
- B. Live oak trees with a minimum 5" caliper planted 30' on centers on the east side of the fence located along the western lot line; said trees will be in addition to landscaping required by Article X of the Dallas Development Code, as amended;
- C. A maximum height of 34' at the westerly setback line of 50'. Any portion of a structure over 34' in height must comply with a 1 to 3 (18.4°) proximity slope measured from grade at the westerly lot line.

- D. Exterior lighting along the western boundary will be attached to the building with shields to insure that lights do not interfere with owners of property to the west of the Property;
- E. All screening, including fences, located on the Property will be maintained in good condition by Owners;
- F. Vehicles may circulate in the 50' setback adjacent to the western lot line, but no loading docks may face the west and no commercial vehicles may park in said setback; and
- G. No multifamily uses are permitted on the Property.

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 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 party 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.

XIII.

This document may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

EXECUTED this the 15th day of June, 1999.

Charles H. Hill, III
CHARLES H. HILL, III

Carol Hill Smith
CAROL HILL SMITH

Brenda H. Massingill
BRENDA HILL MASSINGILL

Linda Hill Guthrie
LINDA HILL GUTHRIE

ESTATES OF JOHN R. BLACK, JR.
MARITAL TRUST NUMBER ONE, BLACK
MARITAL TRUST NUMBER TWO, AND
BLACK FAMILY TRUST

By: Jane K. Black
JANE K. BLACK
Its: Co-independent executor and Co-trustee

By: John R. Black, III
JOHN R. BLACK, III
Its: Co-independent executor and Co-trustee

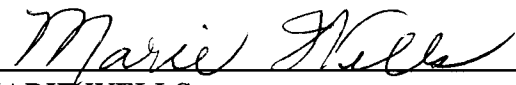
By: Robert C. Black
ROBERT C. BLACK
Its: Co-independent executor and Co-trustee

LEXINGTON ONE INVESTMENTS, LTD.

By: Lexington One Management, LLC,
Its: General Partner

By: 

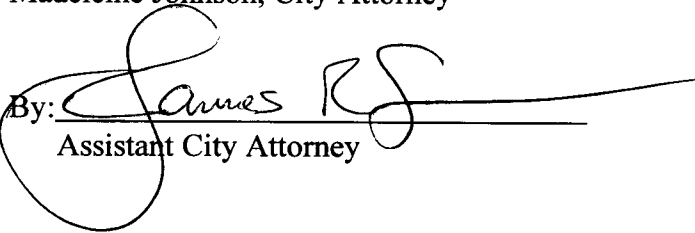
LOU B. CAGLE
Its: President



MARIE WELLS,
Individually and as independent executrix of the
Estate of Clyde H. Wells

APPROVED AS TO FORM:

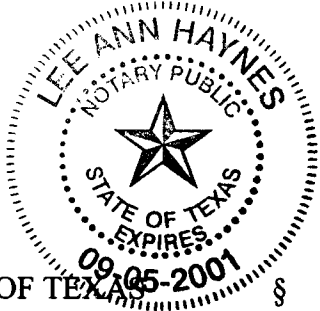
Madeleine Johnson, City Attorney

By: 

Assistant City Attorney

STATE OF TEXAS §
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COUNTY OF DALLAS §

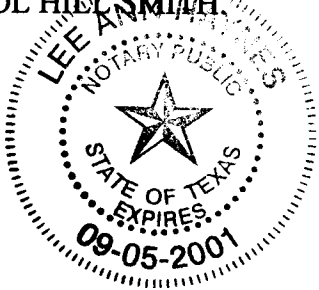
This instrument was acknowledged before me on June 15th, 1999, by CHARLES H. HILL, III.



Lee Ann Haynes
Notary Public in and for the State of Texas
Commission Expires: 9/5/2001

STATE OF TEXAS §
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COUNTY OF DALLAS §

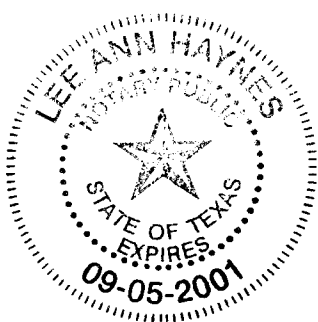
This instrument was acknowledged before me on June 16th, 1999, by CAROL HILL SMITH.



Lee Ann Haynes
Notary Public in and for the State of Texas
Commission Expires: 9/5/2001

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on June 15th, 1999, by BRENDA HILL MASSINGILL.



Lee Ann Haynes
Notary Public in and for the State of Texas
Commission Expires: 9/5/2001

STATE OF TEXAS §
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COUNTY OF DALLAS §

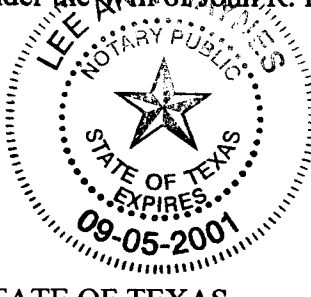
This instrument was acknowledged before me on June 15th, 1999, by
LINDA HILL GUTHRIE.



Lee Ann Haynes
Notary Public in and for the State of Texas
Commission Expires: 9/5/2001

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on June 14th, 1999, by
JANE K. BLACK, as Co-independent executor of the Estate of John R. Black, Jr. and Co-Trustee
of the Marital Trust Number One, the Black Marital Trust Number Two and the Black Family Trust
under the Will of John R. Black, Jr.



Lee Ann Haynes
Notary Public in and for the State of Texas
Commission Expires: 9/5/2001

STATE OF TEXAS §
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COUNTY OF DALLAS §

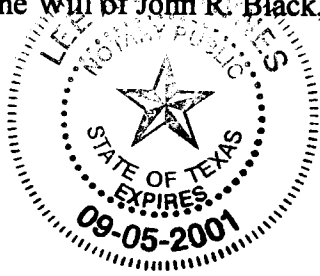
This instrument was acknowledged before me on June 14th, 1999, by
JOHN R. BLACK III, as Co-independent executor of the Estate of John R. Black, Jr. and Co-Trustee
of the Marital Trust Number One, the Black Marital Trust Number Two and the Black Family Trust
under the Will of John R. Black, Jr.



Lee Ann Haynes
Notary Public in and for the State of Texas
Commission Expires: 9/5/2001

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on June 14th, 1999, by ROBERT C. BLACK, as Co-independent executor of the Estate of John R. Black, Jr. and Co-Trustee of the Marital Trust Number One, the Black Marital Trust Number Two and the Black Family Trust under the Will of John R. Black, Jr.



Lee Ann Haynes
Notary Public in and for the State of Texas
Commission Expires: 9/5/2001

STATE OF TEXAS §
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COUNTY OF DALLAS §

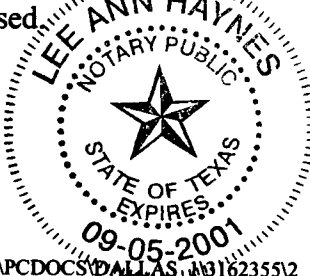
This instrument was acknowledged before me on June 14th, 1999, by LOU B. CAGLE, as President of Lexington One Management, LLC, General Partner of Lexington One Investments, Ltd., a Texas limited partnership, on behalf of said ~~President~~ ^{LAH} limited Partnership.



Lee Ann Haynes
Notary Public in and for the State of Texas
Commission Expires: 9/5/2001

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on June 11th, 1999, by MARIE WELLS, Individually and as independent executrix of the Estate of Clyde H. Wells, deceased.



Lee Ann Haynes
Notary Public in and for the State of Texas
Commission Expires: 9/5/2001

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178:18301-1

FIELD NOTES

Being a tract of land situated in the Thomas J. Yager Survey, Abstract No. 1615 in the City and County of Dallas, Texas and being a part of Dallas City Block No. 8199 and being more particularly described by notes and bounds as follows:

COMMENCING at a point in the west line of Colt Road, a 100 foot right-of-way, said point being S. 89° 35' W., 25.00 feet from the northeast corner of Richardson Heights Estates West, Fourth Section, an Addition to the City of Dallas, Texas according to the Map thereof recorded in Volume 67233 at Page 1229 of the Map Records of Dallas County, Texas; Thence along the said west line of Colt Road, 50 feet from the centerline, the following courses and distances: N. 0° 21' W., 908.15 feet to the beginning of a curve to the right, having a central angle of 18° 26' and a radius of 1482.39 feet; Thence along said curve 476.92 feet to the end of said curve; Thence N. 18° 05' E., 199.12 feet to the beginning of a curve to the left, having a central angle of 18° 38' 58" and a radius of 1382.39 feet; Thence along said curve 449.96 feet to the end of said curve; Thence N. 0° 35' 58" W., 431.71 feet; Thence N. 89° 26' 02" E., 25.00 feet to a point 25 feet from the centerline of Colt Road; Thence N. 0° 03' 31" W., 709.19 feet along said west line of Colt Road, 25 feet from the centerline; Thence S. 89° 36' 09" W., leaving the west line of Colt Road, 221.37 feet to the beginning of a curve to the left, having a central angle of 24° 47' 30" and a radius of 440.61 feet; Thence along said curve, 190.67 feet to the end of said curve; Thence S. 65° 08' 31" W., 76.16 feet to the point of BEGINNING;

THENCE S. 65° 08' 31" W., 30.00 feet to the beginning of a curve to the right, having a central angle of 1° 04' 59" and a radius of 300.00 feet;

THENCE along said curve, 9.44 feet;

THENCE N. 24° 31' 29" W., 653.26 feet;

THENCE N. 0° 24' 23" E., 1995.00 feet to the Dallas-Collin County line;

THENCE S. 89° 35' 37" E., 75.00 feet along said Dallas-Collin County line;

THENCE S. 0° 24' 23" W., 316.60 feet to the beginning of a curve to the left, having a central angle of 11° 32' 13" and a radius of 1237.37 feet;

THENCE along said curve, 249.15 feet to the end of said curve and to the beginning of a curve to the right, having a central angle of 11° 32' 13" and a radius of 1237.37 feet;

THENCE along said curve, 249.15 feet to the end of said curve;

THENCE S. 0° 24' 23" W., 775.91 feet to the beginning of a curve to the left, having a central angle of 24° 27' 06" and a radius of 630.72 feet;

THENCE along said curve, 324.52 feet to the end of said curve;

THENCE S. 24° 31' 29" E., 290.82 feet to the point of beginning and containing 4.726 acres of land.

Throedgill, Durley & Associates