

EXHIBIT B
Exhibit B

VOL 3251 PG 790

DEED RESTRICTIONS
REAL PROPERTY RECORDS

922128

THE STATE OF TEXAS
COUNTY OF DENTON

KNOW ALL PERSONS BY THESE PRESENTS:

33571

I.

The undersigned, AMWEST SAVINGS ASSOCIATION, A Texas Savings Association. ("the Owner") is the owner of the following described property ("the Property"), being in particular a tract of land out of the W. Larson Survey, Abstract No. 755 and the J. Smith Survey, Abstract No. 1224, City Block 8742 and 8748, City of Dallas ("City"), Denton County, Texas, and being that same tract of land conveyed to the Owner by 4-G Partners, by deed dated November 19, 1990, and recorded in Volume 2180, Page 761, in the Deed Records of Denton County, Texas, and being more particularly described in Exhibit "A" attached hereto and made part hereof for all purposes.

II.

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

1. The Owner of the Property shall not apply for final plat approval for any portion of the Property prior to City Council approval of a Benefit Assessment Ordinance or until the Owner and the City enter into a Private Development Agreement for improvements associated with Midway Road adjacent to the Property.
2. AmWest will acquire and dedicate the necessary right-of-way and easements for the construction of Midway Road southbound lanes adjacent to the Property, which construction is necessitated by and attributable to the new development. AmWest's cost for the above referenced right-of-way and easement acquisition, for property owned by others, shall not exceed ten thousand (\$10,000.00) dollars. AmWest will pay for the completion of the engineering plans for this construction and prepare engineering plans suitable for advertisement by the City of Dallas. AmWest recognizes that a paving assessment for Midway Road, to cover AmWest's share will be made against the residential property on a pro-rata basis for each lot within the residential property to cover the cost of the 18.5 foot paving width, six (6) inches in thickness, and against the retail property for the 34 foot paving width, including excavation, subgrade preparation, and storm drainage construction.

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.

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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.

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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 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 at the City of Dallas, Dallas County, Texas, on this the 2nd day of June, 1992.

[Signature]
Owner VICE-PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on June 2 1992 by Kenneth P. Mitchell of Shell Oil Company a Texas corporation, on behalf of said corporation.



(Signature of officer) [Signature]
(Title of officer) Notary Public
My commission expires: 10-1-95

Approved as to form:
SHERIFF, CITY OF DALLAS
By [Signature]
Notary Public

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Revised 7/1/91
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