

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for a CS Commercial Service District which was approved by the City Council on August 9, 1995, on Zoning Case #Z945-231/9468-N on property at the southwest corner of Preston Road and State Highway 190; and

WHEREAS, said 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 deed restrictions set forth in the attached instrument be and are hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property zoned a CS Commercial Service District as described in Ordinance 22513.

Section 2. That said deed restrictions shall be filed in the Deed Records of Collin County, Texas.

Section 3. 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 BY  
CITY COUNCIL

AUG 9 1995

*Robert T. Horan*  
City Secretary

Approved as to form:  
SAM LINDSAY, City Attorney

By *Sam Lindsay*  
Assistant City Attorney

APPROVED *[Signature]*  
HEAD OF DEPARTMENT

APPROVED \_\_\_\_\_  
DIRECTOR OF FINANCE

APPROVED \_\_\_\_\_  
CITY MANAGER

## DEED RESTRICTIONS

THE STATE OF TEXAS §  
 COUNTY OF COLLIN §

KNOW ALL PERSONS BY THESE PRESENTS:

## I.

The undersigned, LLOYD INVESTMENT COMPANY, LTD., a Texas limited partnership ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Traugher Survey, Abstract No. 905, City Block 8736, City of Dallas ("City"), Collin County, Texas, and being a portion of the tract of land conveyed to Gladys Kirk Lloyd by deed recorded in Volume 818, Page 420, in the Deed Records of Collin County, Texas, and being more particularly described in Exhibit "A" attached hereto for all purposes.

## II.

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

A. The following uses are prohibited on the Property:

1. bus or rail transit vehicle maintenance/storage facility
2. commercial cleaning/laundry plant
3. labor hall
4. machine/welding shop
5. vehicle/engine repair or maintenance
6. temporary concrete or asphalt batching plant
7. halfway house
8. hospital
9. lodging or boarding house
10. overnight general purpose shelter
11. college dormitory, fraternity or sorority house
12. ambulance service
13. animal shelter or clinic with/without outside runs
14. auto service center
15. bar, lounge, or tavern
16. drive-in theater
17. liquor store
18. motor vehicle fueling station
19. swap or buy shop
20. police or fire station

21. auto auction
22. freight terminal
23. manufactured building sales lot
24. petroleum product storage and wholesale
25. sand, gravel, or earth sales/storage
26. building repair/maintenance shop
27. building mover's temporary storage yard
28. contractor's maintenance yard
29. machine/heavy equipment sales and service
30. light manufacturing
31. commercial radio or TV transmitting station

- B. Prior to the issuance of a Certificate of Occupancy on the Property, the then owner of the Property shall install a minimum ten foot (10') landscape buffer adjacent to the existing alley at the southwest corner of the Property as shown on Exhibit "B" attached hereto for all purposes. The landscape buffer will include shrubs, a minimum of eight (8) evergreen trees with a minimum of three inch (3") caliper with heights averaging between twelve feet (12') and fourteen feet (14') planted on thirty foot (30') centers and solid screening with a minimum of six feet (6') in height along the north edge of said landscape buffer. All landscape areas will be irrigated and maintained in a healthy, growing condition. Plant material will be replaced if damaged.

### 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 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.

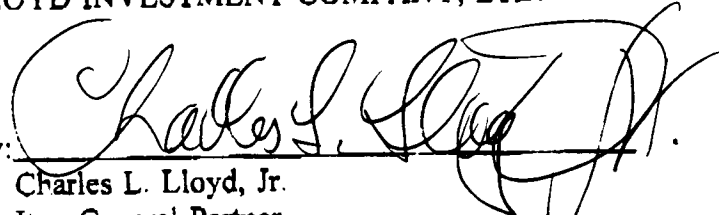
The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagors or lienholders subscribed below.

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.

EXECUTED this the 7<sup>th</sup> day of August, 1995.

LLOYD INVESTMENT COMPANY, LTD.

By:   
Charles L. Lloyd, Jr.  
Its: General Partner

APPROVED AS TO FORM:

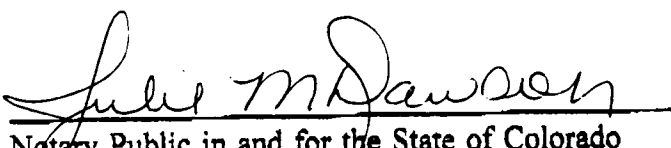
SAM A. LINDSAY, City Attorney

By:   
Assistant City Attorney

ACKNOWLEDGEMENT

STATE OF COLORADO §  
  §  
COUNTY OF Eagle §

This instrument was acknowledged before me on August 7, 1995, by Charles L. Lloyd, Jr., General Partner, on behalf of Lloyd Investment Company, Ltd., a limited partnership.

  
Notary Public in and for the State of Colorado

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080795plg1  
178:8286-1

My Commission Expires  
6-1-97

## EXHIBIT "A"

## LEGAL DESCRIPTION

BEING a tract of land situated in the William Traugber Survey, Abstract No. 905, Collin County, Texas, City Block Number 8736 of the City of Dallas, Texas and being part of an original 182.905 acre tract of land conveyed to Gladys Kirk Lloyd by deed recorded in Volume 818, Page 420, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at an 1/2-inch iron rod in the west line of Preston Road (a 120 foot right-of-way); said iron rod also being the northeast corner of Preston Village Apartments, an addition to the City of Dallas as recorded in Cabinet F, Page 777 of the Plat Records of Collin County, Texas;

THENCE North 86 deg. 19 min. 38 sec. West along the north line of said Preston Village Apartments, passing at 1336.88 feet a 1/2-inch iron rod at the northeast corner of Lloyd Addition Tract 8, an addition to the City of Dallas as recorded in Cabinet G, Page 176 of the Plat Records of Collin County, Texas, a total distance of 1436.02 feet to a 1/2-inch iron rod for corner;

THENCE North 89 deg. 45 min. 14 sec. West along the north line of said Lloyd Addition Tract 8 a distance of 170.00 feet to a 1/2-inch iron rod at the northwest corner of said addition;

THENCE North 00 deg. 14 min. 46 sec. East a distance of 241.56 feet to a 1/2-inch iron rod at the southwest corner of a 13.3942 acre tract of land conveyed to the State of Texas by deed recorded in Volume 92-60156 of the Deed Records of Collin County, Texas;

THENCE along the southerly line of said 13.3942 acre State of Texas tract the following calls and distances:

South 89 deg. 40 min. 14 sec. East a distance of 98.61 feet to a 1/2-inch iron rod;

South 88 deg. 47 min. 18 sec. East a distance of 196.94 feet to a 1/2-inch iron rod;

South 87 deg. 47 min. 18 sec. East a distance of 196.94 feet to a 1/2-inch iron rod;

South 86 deg. 47 min. 18 sec. East a distance of 196.94 feet to a 1/2-inch iron rod;

South 85 deg. 54 min. 48 sec. East a distance of 147.71 feet to a 1/2-inch iron rod;

South 83 deg. 28 min. 29 sec. East a distance of 177.27 feet to a 1/2-inch iron rod;

South 71 deg. 33 min. 32 sec. East a distance of 136.05 feet to a 1/2-inch iron rod;

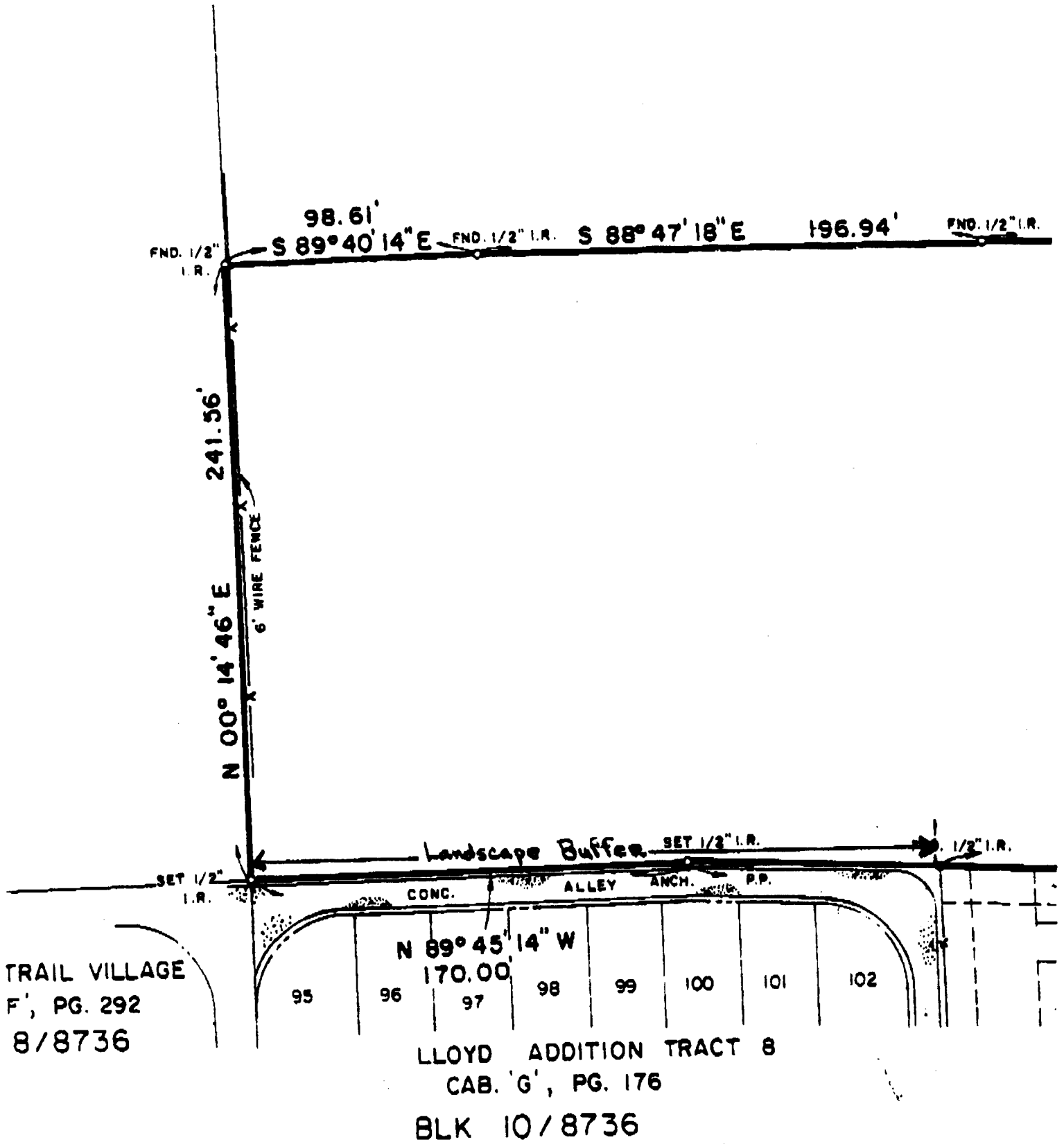
South 70 deg. 31 min. 37 sec. East a distance of 286.01 feet to a 1/2-inch iron rod;

South 77 deg. 16 min. 10 sec. East a distance of 99.88 feet to a 1/2-inch iron rod;

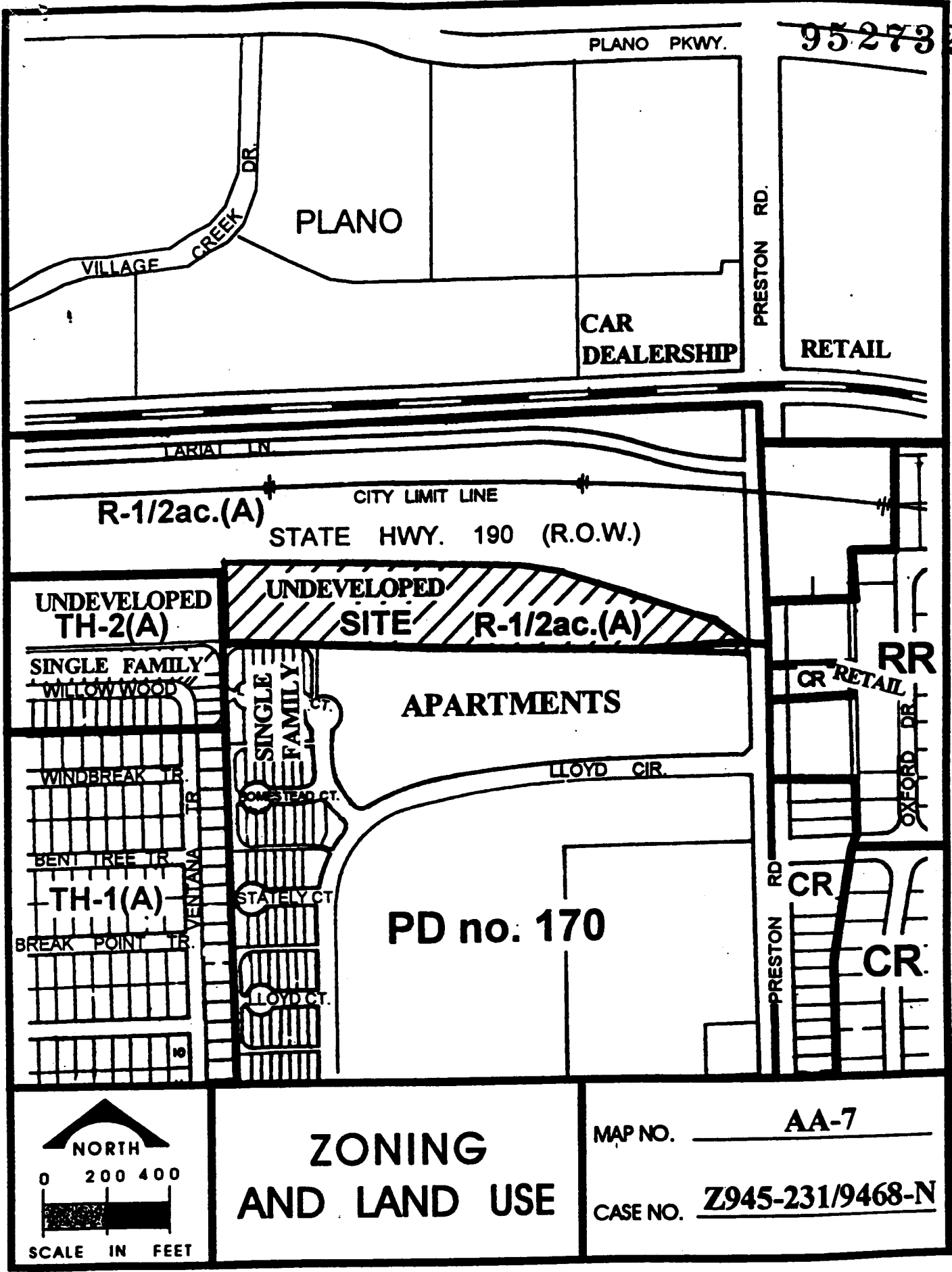
South 53 deg. 00 min. 16 sec. East a distance of 117.27 feet to a 1/2-inch iron rod in the west line of said Preston Road;

THENCE South 00 deg. 10 min. 46 sec. West along the west line of said Preston Road a distance of 49.28 feet to the POINT OF BEGINNING and containing 344,489.11 square feet or 7.9084 acres of land.

EXHIBIT "B"



952732



Front done