

WHEREAS, deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MU-3 (SAH) Mixed Use (Standard Affordable Housing) District which was approved by the City Council on August 12, 1998 on Zoning Case Z978-247/9423-NC(KC) on property on the north side of Belt Line Road, east of the Dallas North Tollway; 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 an MU-3 (SAH) Mixed Use (Standard Affordable Housing) District as described in Ordinance ~~23601~~.

Section 2. That said deed restrictions shall be filed in the Deed Records of Dallas 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 as to form:
SAM LINDSAY, City Attorney
By *Clement H. Odometh*
Assistant City Attorney

APPROVED BY
CITY COUNCIL

AUG 12 1998

Shirley Fey
Acting City Secretary

APPROVED *[Signature]* HEAD OF DEPARTMENT APPROVED _____ DIRECTOR OF FINANCE APPROVED _____ CITY MANAGER

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 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 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 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 Development Code, as amended, apply and are incorporated into this document as if recited in this document.

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X.

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

XI.

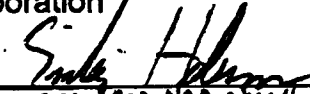
The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

XII.

The invalidation of any provision in this 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 15TH day of JULY 1998

PRESTONWOOD TOWER, INC.,
a Texas Corporation

By: 
Printed Name: STEINER HABERMAN
Title: SECRETARY

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE


Mortgagee, CH
LUTHERAN BROTHERHOOD,
a Minnesota corporation

By: Paul A. Larson
Printed Name: _____
Title: Assistant Vice President

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 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 15TH day of JULY 1998

PRESTONWOOD TOWER, INC.,
a Texas Corporation

By: *Sue H. Haberman*
Printed Name: STUELER HABERMAN
Title: SECRETARY

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

Mortgagee,
LUTHERAN BROTHERHOOD,
a Minnesota corporation

By: _____
Printed Name: _____
Title: _____

Certificate of Acknowledgment — By Corporation

State of MINNESOTA }
County of HENNEPIN } SS

On this 16th day of July, 1998

before me, a notary public within and for said county personally appeared Paul A. Larson and he to me personally known, who, being each by me duly sworn he did say that they are respectively the Asst. Vice President and the Asst. Vice President of LUTHERAN BROTHERHOOD the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Paul A. Larson and Paul A. Larson acknowledged said instrument to be the free act and deed of said corporation.

Patricia A. Steffen

Notary Public Patricia A. Steffen County Washington

My commission expires 1/31/2000, 1998