

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with the property described as a part of Lot 1 in City Block A/7443, beginning at the southeast line of the intersection of Preston Road and LBJ Freeway at a distance of approximately 1130.31 feet and fronting approximately 271.51 feet on the south line of LBJ Freeway and at a depth of approximately 483.78 feet, and containing approximately 2.290 acres of land, which is the subject of Zoning Case No. Z034-263; and

WHEREAS, the City Council desires to accept the deed restrictions in the attached instrument; Now, Therefore,

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

Section 1. That the deed restrictions 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 that is the subject of Zoning Case No. Z034-263.

Section 2. That the deed restrictions in the attached instrument shall be filed in the Deed Records of Dallas County, Texas.

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Dallas, Texas, and it is accordingly so resolved.

APPROVED AS TO FORM:

MADELEINE B. JOHNSON, City Attorney

By John F. Kimbani
Assistant City Attorney

APPROVED BY
CITY COUNCIL

OCT 13 2004

Stanley Gey
City Secretary

Passed _____

APPROVED Dad Tom APPROVED _____ APPROVED _____
HEAD OF DEPARTMENT DIRECTOR OF FINANCE CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS)
) KNOW ALL PERSONS BY THESE PRESENTS:
 COUNTY OF DALLAS)

I.

The undersigned, Jerry Huffman Custom Builders, LLC, 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 Thomas Dykes Survey, Abstract No. 405, a part of the McKinney & Williams Survey, Abstract No. 1032, a part of Lot 1, City Block A/7443, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by DALLASSCOB, Ltd., a Texas limited partnership, by deed dated March 27, 2003, and recorded in Volume, 2003061, Page 00840, in the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit "A" attached hereto.

II.

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

The Property is subject to all regulations for the NO(A) Neighborhood Office District except as for the detached signs, which will is governed by the Business zoning district sign regulations. The detached sign will be limited to a maximum height of 30 feet and a maximum effective area of 120 square feet.

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.

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 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.

EXECUTED this the 21 day of SEPTEMBER, 2004.

Jerry Huffman Custom Builders, LLC

By: *[Signature]*
Printed Name: Jerry Huffman
Title: Owner

State of Texas

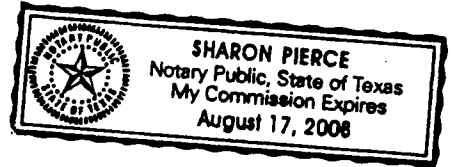
County of Dallas

This instrument was acknowledged before me on 21ST September 2004 date of acknowledgment) by Jerry HUFFMAN (name of person who signed the deed restrictions).

(Notary's stamp here)
(Notary's signature)

Sharon Pierce

Notary Public in and for
the State of Texas



CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

Property Lienholder or Mortgagee

By: *Casey W. Stewart*
Printed Name: Casey W. Stewart
Title: Banking Center President

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

By: *John P. Umbanango*
Assistant City Attorney

[ATTACH THE APPROPRIATE ACKNOWLEDGMENT FOR EACH SIGNER]

LEGAL DESCRIPTION

BEING all that tract of land in the City of Dallas, Dallas County, Texas, a part of the Thomas Dykes Survey, Abstract No. 405, a part of the McKinney & Williams Survey, Abstract No. 1032, a part of Lot 1, Block A/7443, 6200 L.B.J. Office Park, an addition to the City of Dallas as recorded in Volume 84234, Page 1926, Dallas County Deed Records, and being all of that 2.290 acre tract of land conveyed to DallasSCOB, Ltd., as recorded in Volume 97001, Page 4020, Dallas County Deed Records, and being further described as follows:

BEGINNING at a two inch iron pipe found at the Northwest corner of said Lot 1, said point being in the South line of Interstate Highway 635 (L.B.J. Freeway, a variable width right-of-way), said point being the Northeast corner of a 3.728 acre tract of land conveyed to Lecward Hotels, L.P., as recorded in Volume 99083, Page 3366, Dallas County Deed Records:

THENCE South 84 degrees 24 minutes 47 seconds East, 271.56 feet along the North line of said Lot 1 and along the South line of said Interstate Highway 635 to a railroad spike in concrete found at the Northeast corner of said 2.290 acre tract of land, said point being the Northwest corner of a 2.518 acre tract of land conveyed to SCLBJ, Ltd., South 00 degrees 02 minutes 48 seconds East, and 200 feet perpendicularly distant West of and parallel to the East line as recorded in Volume 97001, Page 4031, Dallas County Deed Records;

THENCE along the East line of said 2.290 acre tract of land and along the west line of said 2.518 acre tract of land as follows:

South 00 degrees 02 minutes 11 seconds East, 264.30 feet to a "X" in concrete found for corner;

South 89 degrees 46 minutes 39 seconds West, 137.62 feet to a one-half inch iron rod found for corner;

South 00 degrees 08 minutes 24 seconds East, 187.00 feet to a one-half inch iron rod found at the Southeast corner of said 2.290 acre tract of land and at the Southwest corner of said 2.518 acre tract of land, said point being in the South line of said Lot 1 and in the North line of a 15 foot wide alley;

THENCE South 89 degrees 46 minutes 39 seconds West, 132.10 feet along the South line of said 2.290 acre tract of land and along the South line of said Lot 1 to a one-half inch iron rod found at the Southwest corner of said 2.290 acre tract of land and at the Southwest corner of said Lot 1; said point being in the East line of said 3.728 acre tract of land;

THENCE North 00 degrees 08 minutes 24 seconds West, 478.78 feet along the West line of said 2.290 acre tract of land and along the West line of said Lot 1 and along the East line of said 3.728 acre tract of land to the POINT OF BEGINNING and containing 99,766 square feet or 2.290 acres of land, more or less.