

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for Light Commercial zoning which was approved by the City Council on March 28, 1979, on Zoning Case #Z789-149/623-N on property on L.B.J. Freeway & Dallas North Tollway, southeast corner; and,

WHEREAS, said deed restrictions have been approved as to form and content. Now, Therefore;

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

Section 1. That the deed restrictions as 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 Light Commercial, as described in Ordinance # 16175.

Section 2. That said deed restrictions shall be filed with the County Clerk to be recorded 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.

cc: Urban Planning  
Building Inspection  
City Secretary

APPROVED BY  
CITY COUNCIL

APR 11 1979

*Robert B. Glavin*  
City Secretary

Approved as to form:

LEE E. HOLT, City Attorney

By

*Charles M. Hunt*  
Assistant City Attorney

APPROVED

HEAD OF DEPARTMENT

APPROVED

CITY AUDITOR

APPROVED

CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS       §  
                                   §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF DALLAS       §

THAT the undersigned, M. R. IRION and L. R. STRICKLAND, are the owners of the following described property situated in Dallas County, Texas, being in particular a tract of land situated in the Isaish Park Survey, Abstract No. 1144, Dallas County, Texas and being a part of the City of Dallas Block No. 7000, and being more particularly described as follows:

BEGINNING at a point of tangency of a circular curve in the West line of Noel Road (60'R.O.W.) near its intersection with the South line of I.H.635;

THENCE South 0°4'30" West along the West line of Noel Road a distance of 1108.19 ft. to a point for a corner;

THENCE South 37°25'55" West a distance of 7.95 feet to a point for corner in the North R.O.W. line of Harvest Hill Road (60'R.O.W.);

THENCE South 74°47'20" West along said North R.O.W. line of Harvest Hill Road a distance of 826.08 feet to a point for a corner and the beginning of a circular curve to the right having a central angle of 7°33'56", a radius of 1243.24 feet, and a tangent of 82.20 feet;

THENCE along said circular curve to the right, and along said North R.O.W. line of Harvent Hill Road, an arc distance of 164.16 to a point for corner;

THENCE North 53°45'23" West a distance of 14.71 feet to a point for a corner in the East line of 100 feet D.P.&L. Co. R.O.W.;

THENCE North 16°55' West along said East line of 100 feet D.P. & L. Co. R.O.W. a distance of 900.54 feet to a point for a corner;

THENCE North 0°18'36" West a distance of 172.95 feet to a point for a corner in the South R.O.W. line of I.H. 635;

THENCE North 67°20'10" East along said South R.O.W. line of I.H. 635 a distance of 95.00 feet to a point for a corner;

THENCE North 51°20'10" East a distance of 263.00 feet to a point for a corner;

THENCE North 64°20'10" East a distance of 249.78 feet to a point for a corner;

THENCE North 80°20'10" East a distance of 201.10 feet to a Highway R.O.W. monument for a corner;

THENCE South 89°57'10" East along said South R.O.W. line of I.H. 635 a distnace of 517.62 feet to a point for a corner in a circular curve to the right at the point of

intersection of the said South line with the said West line of Noel Road, said circular curve having a central angle of 25°57'41", a radius of 50.0 feet and a tangent of 11.53 feet;

THENCE Southerly with said West line and said circular curve to the right a distance of 22.66 feet to the POINT OF BEGINNING and containing 31.8305 acres (1,386,537 square feet) of land.

That the undersigned do hereby impress all of the above described property with the following deed restrictions, to-wit:

(1) The undersigned and their successors or assigns do hereby agree that no more than thirty percent (30%) of said tract will be covered with buildings, excluding parking facilities, and that no more than 2,750,000 square feet of floor area will be constructed thereon, excluding parking facilities.

(2) The undersigned and their successors or assigns do hereby agree that no building will be constructed upon said tract within 100 feet of the north property line bounded by the south service road to L.B.J. Freeway (Interstate 635), within twenty-five feet of the west property line, or within twenty-five feet of its property line adjacent to Noel Road and Harvest Hill.

(3) Other than the uses authorized in a Light Commercial District set forth below, said property may only be used for the uses and purposes authorized in an Office-2 District under the Comprehensive Zoning Ordinance of the City of Dallas, as presently existing or as it may be hereinafter amended:

- (a) Lounge, bar or tavern
- (b) Eating place without drive-in service
- (c) Eating place with beer, wine or liquor
- (d) Eating place with dancing or private entertainment
- (e) Private club with dining and/or bar service
- (f) Barber and beauty shop
- (g) Custom sewing and millinery
- (h) Health studio
- (i) Photograph studio
- (j) Shoe repair
- (k) Tailor
- (l) Travel bureau

- (m) Antique Shop
- (n) Food store, retail sale
- (o) Bakery or confectionery shop (retail)
- (p) Book and stationery store
- (q) Camera shop
- (r) Cigar, tobacco and candy store
- (s) Clothing store
- (t) Drug store or pharmacy
- (u) Beverage store
- (v) Florist shop
- (w) Duplication service
- (x) Retail stores and shops other than listed

(4) The undersigned and their successors or assigns do hereby agree that no more than ten percent (10%) of those buildings receiving Certificates of Occupancy will be used for other than those uses authorized in an Office-2 (O-2) District under the Comprehensive Zoning Ordinance of the City of Dallas, as presently existing or as it may be hereinafter amended. Although unused allocation of space to other than Office-2 (O-2) District uses may be carried into subsequent phases of development, no more than ten percent (10%) of the authorized area to be constructed will be developed in other than Office-2 (O-2) District uses.

(5) The undersigned and their successors and assigns do hereby agree that no more than one (1) detached sign of 1,000 square feet, two (2) detached signs of 750 square feet each, three (3) detached signs of 400 square feet each, and two (2) detached signs of 200 square feet each will be constructed and that all signs will comply with the sign provisions of Chapter 41 of the Dallas City Code.

(6) If construction has not begun within eighteen (18) months after the passage of an ordinance effecting a Light Commercial Zoning designation on the property, the City Plan Commission, of its own initiative, may authorize a hearing to determine proper zoning on the property. If an Office-2 (O-2) District is recommended by the City Plan Commission, the property owners

or any subsequent successor to title agrees to support this recommendation before the City Council.

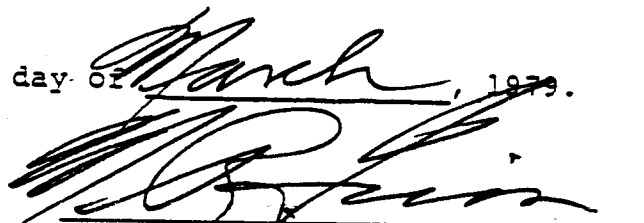
These restrictions shall continue in full force and effect for a period of twenty-five (25) years from the date of execution, and shall automatically be extended for additional periods of ten (10) years unless terminated in the manner specified herein.

These restrictions shall not be altered, amended or terminated without a public hearing before the City Plan Commission and the City Council of the City of Dallas.

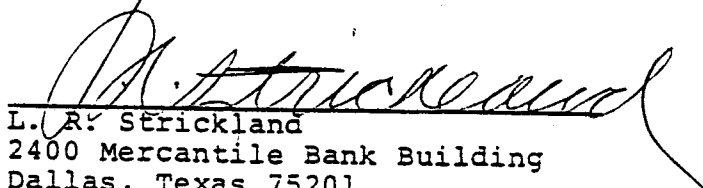
The restrictions contained herein are not in any manner intended to restrict the right of the City Council of the City of Dallas to exercise its legislative duties and powers insofar as zoning of the property is concerned. These restrictions inure to the benefit of the City of Dallas, and the undersigned owner hereof does hereby grant to the City of Dallas the right to prosecute, at law and in equity, against the person violating or attempting to violate such restrictions, either to prevent him from so doing and to correct such violation and for further remedy, the City of Dallas may withhold the Certificate of Occupancy necessary for the lawful use of the property until such restrictions described herein are fully complied with.

These restrictions are hereby declared covenants running with the land and shall be fully binding upon all persons acquiring within the above described tract, and any person by acceptance of title to any of the above described properties shall thereby agree and covenant to abide and fully perform the foregoing restrictions and covenants.

EXECUTED this 8<sup>th</sup> day of March, 1979.



M. R. Irion  
830 Mercantile Bank Building  
Dallas, Texas 75201



L. R. Strickland  
2400 Mercantile Bank Building  
Dallas, Texas 75201

