

September 22, 1993

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MU-1 Mixed Use District which was approved by the City Council on April 14, 1993, on Zoning Case #Z923-149/9344-N on property at the south side of the Lyndon B. Johnson Freeway, east of Preston Road; 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-1 Mixed Use District as described in Ordinance _____.

Section 2. That said deed restrictions instrument 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 *[Signature]*
Assistant City Attorney

APPROVED *[Signature]*
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

BLK: 7442

PO BLK 7442

DEED RESTRICTIONS

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, TEXAS HOTELS, INC. ("the Owner"), is the Owner of the following described property ("the Property"), being in particular a tract of land situated in the Thomas Dykes Survey, Abstract No. 405 and the McKinney and Williams Survey, Abstract No. 1032, in the City of Dallas, Dallas County, Texas and being a 3.727 acre tract of land as described in a Substitute Trustee's Deed to John T. Steen, Jr. and recorded in Volume 90001 at Page 4624 of the Deed Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found for the northeast corner of said 3.727 acre tract, same being the northwest corner of Lot 1, Block A/7443 of 6200 L.B.J. Office Park, an Addition to the City of Dallas according to the map recorded in Volume 84234 at Page 1926 of the Deed Records of Dallas County, Texas, said point also being on the south line of L.B.J. Freeway (I.H. No. 635) (variable width right-of-way);

THENCE South 00° 08' 24" East (called South 00° 13' 06" East), along the common line of said 3.727 acre tract and said Lot 1, Block A/7443, passing at a distance of 478.78 feet, a 1/2-inch iron rod found for the southwest corner of said Lot 1, continuing in all a total distance of 483.78 feet (called 483.89 feet) to a chiseled "X" set in a concrete alley, said point being on the north line of a 10-foot wide alley;

THENCE South 89° 50' 00" West, along the north line of said alley, for a distance of 317.33 feet to a chiseled "X" found for the southwest corner of said 3.727 acre tract;

THENCE North 00° 09' 34" West (called North 00° 15' 20" West), passing at 4.00 feet, a 1/2-inch iron rod found, passing at 5.00 feet, the southeast corner of Block C/7442 of the Replat of North Dallas Bank & Trust Addition, an Addition to the City of Dallas, according to the map recorded in Volume 74115 at Page 1860 of the Deed Records of Dallas County, Texas, continuing along the east line of said North Dallas Bank & Trust Addition and the east line of Lot 1, Block B/7442 of Frank N.

2923-149/9344-N

Black Subdivision, an Addition to the City of Dallas according to the map recorded in Volume 70229 at Page 2201 of the Deed Records of Dallas County, Texas, for a total distance of 546.08 feet (called 545.20 feet) to a PK nail found for the northeast corner of said Lot 1 and the northwest corner of said 3.727 acre tract, same being on the south line of said L.B.J. Freeway;

THENCE South 77° 36' 11" East (called South 77° 53' 36" East) along the south line of said L.B.J. Freeway, for a distance of 253.92 feet to a 5/8-inch iron rod found for a corner;

THENCE South 84° 22' 24" East (called South 84° 27' 13" East) continuing along said south line of L.B.J. Freeway, for a distance of 70.00 feet to the POINT OF BEGINNING, and containing 3.7282 acres of land, more or less.

II.

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

1. Height. The height of any building on the Property is limited to 36 feet and two (2) stories.
2. Uses. The only uses permitted on the Property are:
 - (a) Multiple family;
 - (b) Hotel;
 - (c) Residential Hotel; and
 - (d) The only accessory uses permitted on the property are a laundry room and a swimming pool.
3. Signs. Non-premise signs are prohibited on the Property. Detached premise signs shall have a maximum effective area not to exceed 100 square feet (on each side) and shall have a maximum height of 40 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 and the City Plan and Zoning Commission to exercise their legislative duties and powers insofar as zoning and platting 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 those 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 instrument 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 instrument.

IX.

Unless states 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 is if recited in this document.

X.

The Owner understands and agrees that these restrictions 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 on this 30th day of August, 1993.

OWNER:

TEXAS HOTELS, INC.
a Texas corporation

By: *A. W. [Signature]*
Its: President

VERIFICATION

Texas
STATE OF ~~GALIFORNIA~~ §
COUNTY OF Dallas §
§

This instrument was acknowledged before me on the 30th day of August, 1993 by ASHOK ISRANI, President of TEXAS HOTELS, INC., a Texas corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of August, 1993.
(SEAL)

Renee L. Franco
Notary Public in and for
the State of ~~California~~
Texas

Renee L. Franco
(Printed Name of Notary)

My commission expires: 4-10-96

Approved as to form:
SAM LINDSAY, City Attorney
By John Rogers
Assistant City Attorney