

June 22, 1994

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a change of zoning to an MU-1(SAH) Mixed Use (Standard Affordable Housing) District which was approved by the City Council on June 22, 1994, on Zoning Case #Z934-137/6155-N on property on the east side of Inwood Road, north of Forest Lane; 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(SAH) Mixed Use (Standard Affordable Housing) District as described in Ordinance 22111.

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 BY
CITY COUNCIL

JUN 22 1994

Robert P. ...
City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *Heather Fernandez*
Assistant City Attorney

APPROVED *[Signature]*
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

DEED RESTRICTIONS

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

I.

The undersigned, Daniel-Lingo & Associates ("the Owner"), a Texas partnership, is the owner of the following described property ("the Property"), being in particular a tract of land out of the Isaiah Park Survey, Abstract No. 1144, City Block A/6381, City of Dallas ("City"), Dallas County, Texas, and being a total of three tracts, one of which tracts of land consists of approximately 15.3205 acres which was conveyed to Daniel-Lingo & Associates by Lincoln Inwood, Ltd. a Texas limited partnership, by deed dated June 25, 1986, and recorded in Volume 86163, Page 5907, in the Deed Records of Dallas County, Texas, and two of which tracts of land consist of approximately 1.6916 acres and 5.0035 acres which were conveyed to Daniel-Lingo & Associates by Federal Deposit Insurance Corporation, by deed dated November 25, 1992 and recorded in Volume 92230, Page 3683, in the Deed Records of Dallas County, Texas, and all the tracts being more particularly described as follows:

BEING a tract or parcel of land situated in the City of Dallas, Dallas, County, Texas and being out of the Isaiah Park Survey, Abstract No. 1144 and part of City Block A/6381; and being part of that Forestwood Center Addition, an addition to the City of Dallas as recorded in Volume 71050, Page 2205 of the Map Records of Dallas County, Texas; and being more particularly described as follows:

BEGINNING at an iron rod for corner in the East right-of-way line of Inwood Road (100 feet wide) said point being North, 420.00 feet from the point of intersection of the said East right-of-way line of Inwood Road, with the North right-of-way line of Forest Lane (120 feet wide);

THENCE due North, along said East right-of-way line of Inwood Road, a distance of 1257.67 feet to a chisel mark for corner;

THENCE North 89° 41' 45" East, along the common line between said City Block A/6381 and City Block 8401, a distance of 546.05 feet to a chisel mark set for corner in the westerly line of Dallas North Tollway (100 feet wide);

THENCE South 16° 33' 15" East, along the said westerly right-of-way line of Dallas North Tollway, a distance of 1132.24 feet to an iron rod and an angle point;

THENCE South 11° 58' 20" East, continuing along the said westerly right-of-way line of Dallas North Tollway, a distance of 124.00 feet to an iron rod and an angle point;

THENCE South 17° 21' 30" East, continuing along the said westerly right-of-way line of Dallas North Tollway, a distance of 177.41 feet to an iron rod and an angle point;

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THENCE South 14°00'00" East, continuing along the said westerly right-of-way line of Dallas North Tollway, a distance of 313.98 feet to an iron rod for a corner in the said north right-of-way line of Forest Lane;

THENCE due West along the said north right-of-way line of Forest Lane, a distance of 30.92 feet to an iron rod for a corner;

THENCE North 14°00'00" West, a distance of 304.77 feet to a chisel mark and an angle point;

THENCE North 17°21'30" West, a distance of 51.66 feet to a nail for corner;

THENCE due West a distance of 150.47 feet to a chisel mark for corner;

THENCE due North a distance of 35.00 feet to an iron rod for corner;

THENCE due West a distance of 308.77 feet to a chisel mark for corner;

THENCE due North a distance of 21.50 feet to a nail for corner;

THENCE due West a distance of 35.00 feet to a chisel mark for corner;

THENCE due North a distance of 18.50 feet to a chisel mark for corner;

THENCE due West a distance of 408.94 feet to the **POINT OF BEGINNING** and containing 958,998 square feet or 22.0156 acres of land, more or less.

II.

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

A. The following uses on the Property are prohibited:

1. Temporary concrete or asphalt batching plant, except for on-site construction purposes;
2. Hotel or motel;
3. Carnival or circus (temporary), or any other special event regulated pursuant to a special event permit;
4. College dormitory, fraternity, or sorority house;
5. Group residential facility;
6. Bar, lounge or tavern;
7. Mortuary, funeral home, or commercial wedding chapel;
8. Motion picture theater;
9. Labor Hall;
10. Overnight general purpose shelter;
11. Personal service uses which provide tattooing or body piercing;
12. Any use which would require a dance hall license or which otherwise falls within the definition of a dance hall as now or hereafter defined by City Ordinance, except that an establishment for dance instruction or a restaurant

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- with a dance floor occupying 10% or less of the floor area of the restaurant are permitted;
13. Any use which would require a sexually oriented business license or which otherwise falls within the definition of a sexually oriented business as now or hereafter defined by City Ordinance;
 14. Pawn shop;
 15. The following commercial amusement uses (inside): bingo parlor, or should the state permit such, any other gambling establishment; and
 16. Residential hotel.
- B. The following commercial amusement uses (inside) shall be limited to accessory uses only: billiard parlor, video arcade and State sponsored gambling. Video arcade means a use having coin-operated amusement devise(s) as defined in Section 6A-1 of the Dallas City Code.
- C. The following uses on the Property shall be limited as follows:
1. No more than three restaurants with drive-in or drive-through service are permitted on the Property (see Section D below for further limitations).
 2. The hours of operation for any establishment whose main use is commercial amusement (inside) shall be limited to 5:00 a.m. to 12:00 a.m. (midnight) A main use is any use that is not an accessory use.
 3. The hours of operation for the dance floor portion of the restaurant use described in Section (A)(12) above shall be limited to 8 a.m. to 12 a.m. (midnight).
- D. No more than six free standing buildings which house non-residential uses are permitted within one hundred feet (100') of Inwood Road. For purposes of this provision, a building housing a non-residential use is within the 100 foot area if any part or portion of the building is erected within the 100 foot area.
- E. Landscaping shall be provided pursuant to Article X of Chapter 51A with the following additional landscaping provisions being required along the Inwood Road frontage as off-street parking and screening requirements. All plant materials shall be irrigated as required by Article X. All surface parking must be screened from Inwood Road by using one or more of the following three methods to separately or collectively attain a minimum height of three and one-half feet above the parking surface:
- (i) Earthen berm planted with turf grass or ground cover recommended for local area use by the director of park and recreation. The berm may not have a slope that exceeds one foot of height for each two feet of width.
 - (ii) Solid wood or masonry fence or wall.
 - (iii) Hedge-like evergreen plant materials recommended for local area use by the director of park and recreation. The plant materials must be located in a bed that is at least three feet wide with a minimum soil depth of 24 inches. Initial plantings must be capable of obtaining a solid appearance within three

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years. Plant materials must be placed 24 inches on center over the entire length of the bed unless a landscape architect recommends an alternative planting density that the building official determines is capable of providing a solid appearance within three years.

- F. Except as limited by Sections A, B, C, D and E of these restrictions, the uses permitted on the Property (and the only uses permitted on the Property) are those shown on the attached Exhibit A.

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.

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VII.

The Owner or successors, as applicable, 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," 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 liens, other than liens for ad valorem taxes, against the Property if there are no signatures of 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.

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EXECUTED on this the 16th day of June, 1994.

DANIEL LINGO & ASSOCIATES, A Texas Partnership
Owner
By: John A. Daniel
Title: GENERAL PARTNER

APPROVED AS TO FORM:

Sam A. Lindsay, City Attorney

By: Alejandro Fernandez
Assistant City Attorney

THE STATE OF TEXAS §
COUNTY OF DALLAS §
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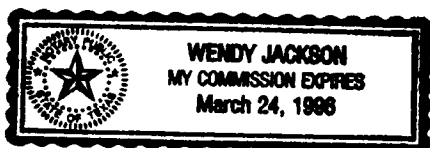
This instrument was acknowledged before me on the 16 day of JUNE, 1994, by JOHN A. DANIEL, as GENERAL PARTNER of DANIEL LINGO & ASSOCIATES on behalf of said partnership.

(SEAL)

Wendy Jackson
Notary Public in and for
the State of Texas

Wendy Jackson
(Printed Name of Notary)

My Commission Expires: 3-24-96



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DANIEL LINGO & ASSOCIATES, A Texas
Owner W.M. Lingo Partnership
By: _____
Title: General Partner

APPROVED AS TO FORM:

Sam A. Lindsay, City Attorney

By: [Signature]
Assistant City Attorney

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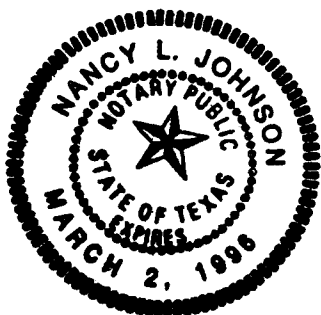
This instrument was acknowledged before me on the 12th day of JUNE,
1994, by W.M. LINGO, as GENERAL PARTNER,
of DANIEL LINGO & ASSOCIATES on behalf of said partnership.

(SEAL)

[Signature]
Notary Public in and for
the State of Texas

Nancy L. Johnson
(Printed Name of Notary)

My Commission Expires: 3-2-96



DEED RESTRICTIONS

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EXHIBIT A**Main Uses Permitted**

- (A) **Agricultural Uses.**
- Crop Production.
- (B) **Commercial and business service uses.**
- Catering service.
 - Custom business services.
 - Electronics service center.
 - Medical or scientific laboratory.
- (C) **Industrial uses.**
- Temporary concrete or asphalt batching plant.
- (D) **Institutional and community service uses.**
- Adult day care facility.
 - Cemetery or mausoleum.
 - Child-care facility.
 - Church.
 - Community service center.
 - Convalescent and nursing homes, hospice care, and related institutions.
 - Convent or monastery.
 - Foster home.
 - Hospital.
 - Library, art gallery, or museum.
 - Public or private school.
- (E) **Miscellaneous uses.**
- Temporary construction or sales office.
- (F) **Office uses.**
- Financial institution without drive-in window.
 - Financial institution with drive-in window.
 - Medical clinic or ambulatory surgical center.
 - Office.

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(G) Recreation uses.

- Country club with private membership.
- Private recreation center, club, or area.
- Public park, playground, or golf course.

(H) Residential uses.

- Duplex.
- Handicapped group dwelling unit.
- Retirement housing.
- Single family.
- Multifamily

(I) Retail and personal service uses.

- Animal shelter or clinic without outside run.
- Auto service center.
- Business school.
- Car wash.
- Commercial amusement (inside).
- Commercial parking lot or garage.
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less.
- General merchandise or food store greater than 3,500 square feet.
- Motor vehicle fueling station.
- Nursery, garden shop, or plant sales.
- Personal service uses.
- Restaurant without drive-in or drive-through service.
- Restaurant with drive-in or drive-through service.
- Swap or buy shop.
- Temporary retail use.
- Theater.

(J) Transportation uses.

- Transit passenger shelter.
- Transit passenger station or transfer center.

(K) Utility and public service uses.

- Commercial radio or television transmitting station.
- Electrical substation.
- Local utilities.
- Police or fire station.
- Post office.

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- Radio, television, or microwave tower.
- Tower/antenna for cellular communication.
- Utility or government installation other than listed.

(L) Wholesale, distribution and storage uses.

- Mini-warehouse.
- Recycling buy-back center.
- Recycling collection center.
- Recycling drop-off container.
- Recycling drop-off for special occasion collection.