

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MU-1 (SAH) Mixed Use (Standard Affordable Housing) District which was approved by the City Council on September 14, 1994, on Zoning Case #Z934-241/5754-N on property at the northeast corner of the Lyndon B. Johnson Freeway and Meandering Way; 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 ~~22188~~.

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**

SEP 14 1994

Robert T. Hoan
City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *Sam Lindsay*
Assistant City Attorney

APPROVED *[Signature]* 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, H. Roger Lawler, (the "OWNER"), is the owner of the following described property (the "PROPERTY") being in particular a portion of Block 7497 containing 2.621 acres of land out of the H. Wilburn Survey, Abstract No. 1568, and the J. Young Survey Abstract No. 1614, additions to the City of Dallas ("CITY"), and being that same property conveyed to H. Roger Lawler by Spring Valley Park, Inc., by deed dated July 7, 1964, and recorded in Volume 351, Page 248-252, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the north line of Interstate Highway No. 635 with the east line of Meandering Way;

Thence north $0^{\circ} 09' 10''$ west along the east line of Meandering Way (60-foot street) 325.0 feet to corner;

Thence north $75^{\circ} 40' 50''$ east along the proposed southeast line of a 15-foot alley, 324.87 feet to corner;

Thence south $0^{\circ} 09' 10''$ east along the west line of the Park Cities Baptist Church, Inc., tract, 400.0 feet to corner;

Thence south $89^{\circ} 01' 50''$ west along the north line in Interstate Highway No. 635, a distance of 315.04 feet to the place of beginning; containing 2.621 acres of land.

2934-241/5754-N

II.

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

1. No buildings are permitted within 65 feet of the north property line of the PROPERTY.
2. No vehicular ingress to or egress from the PROPERTY is permitted from Meandering Way or the alley north of the PROPERTY.
3. Solid screening of a minimum of three (3) feet in height must be provided and maintained along the Meandering Way property line. For purposes of this restriction, solid screening must be constructed of:

(A) brick, stone, or concrete masonry, stucco, concrete, or wood;

(B) earthen berm planted with turf grass or ground cover recommended for local area use by the director of parks and recreation. The berm may not have a slope that exceeds one foot of height for each two feet of width;

(C) evergreen plant materials recommended for local area use by the director of parks 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 years. Plant materials must be placed a maximum of 24 inches on center over the entire length of the bed unless the building official approves an alternative planting density that a landscape authority certifies as being capable of providing a solid appearance within three years; or,

(D) any combination of the above.

All solid screening must be provided prior to submission of an application for a certificate of occupancy.

4. A solid fence a minimum of six (6) feet in height must be erected along the north PROPERTY line prior to the submission of an application for a certificate of occupancy.

5. The following uses are not permitted on the PROPERTY:
 - a. Auto service center
 - b. Car wash
 - c. Commercial amusement (inside)
 - d. Commercial amusement (outside)
 - e. Motor vehicle fueling station
 - f. Food store 3,500 square feet or less
 - g. Pawn shop
 - h. Restaurant with drive-in or drive-through service
 - i. Swap or buy shop
 - j. Theater
 - k. Post office
 - l. Radio, television, or microwave tower
6. No detached signs are permitted except within 65 feet of the right-of-way line of LBJ Freeway and shall not exceed 36 feet in height.
7. No attached illuminated signs are permitted on the north facade of any building.
8. No attached illuminated signs are permitted on the west facade of any building at a height greater than 15 feet.
9. No attached signs shall extend above the top of the facade on which it is attached.

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 to 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. 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. 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. 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. Upon sale and permanent transfer of the PROPERTY for consideration other than to relieve owner of its obligation under this paragraph, owner shall be relieved of future application of this indemnity provision.

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.

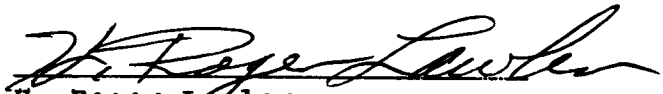
XI.

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 of 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 12 day of August, 1994.


H. Roger Lawler

CONSENT AND CONCURRENCE OF LIENHOLDER:

Property Lienholder -
(type name)

By: _____

Title: _____

Approved as to form:
SAM LINDSAY, City Attorney

By 
Assistant City Attorney

STATE OF California }
COUNTY OF San Mateo }

This instrument was acknowledged before me on August
12th, 1994 by H. Roger Lawler.

Betine Lee
Notary Public

My commission expires 4-7-97.



STATE OF _____ }
COUNTY OF _____ }

This instrument was acknowledged before me on
_____, 1994 by _____,
_____ of _____, a _____
Corporation, as the act of and on behalf of said
_____.

Given under my hand and seal of office on this _____ day
of _____, 1994.

Notary Public in and
for the State of

Printed Name of Notary

My commission expires: _____.