

June 28, 1995

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for a CS Commercial Service District which was approved by the City Council on June 28, 1995, on Zoning Case #Z945-195/2444-N on property on the east side of Dennis Road, north of Royal 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 a CS Commercial Service District as described in Ordinance 22488.

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 28 1995

*Robert T. Horn*  
City Secretary

Approved as to form:  
SAM LINDSAY, City Attorney

By *Fleane Fernandez*  
Assistant City Attorney

APPROVED

*[Signature]*

HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

DEED RESTRICTIONS

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

## I.

The undersigned, Dennis Market, Inc., a Texas Corporation ("the Owner") is the owner of the following described property ("the Property"), being in particular a tract of land out of the Franklin Bowles Survey, Abstract No. 69, City Block 9/6601, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Ho Song, by deed dated March 20, 1995, and recorded in Volume 72119, Page 109, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

**LOT 40 IN BLOCK 9/6601 OF CHARLIE BROWN ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 72119, PAGE 109, MAP RECORDS, DALLAS COUNTY, TEXAS.**

## II.

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

1. No deliveries to the Property between the hours of 7:00 p.m. and 7:00 a.m.
2. Gate to the parking area must be locked between the hours of 10:00 p.m. and 6:00 a.m.
3. Hours of operation are limited to 6:00 a.m. to 10:00 p.m., exclusive of one week prior to each of the following holidays, at which time the hours of operation will be limited to 6:00 a.m. to 12:00 a.m.: New Years, Easter, Cinco de Mayo, Halloween, Thanksgiving, and Christmas.
4. A minimum seven foot-high solid screening fence along the eastern property line must be constructed prior to the submission of an application for a certificate of occupancy.
5. No outside intercom system is permitted on the Property.
6. Two "No Loitering on Property" signs are required to be placed on the Property at the Owner's choice of location prior to submission of an application for a certificate of occupancy.

## 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, "PART II OF THE DALLAS DEVELOPMENT CODE," 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 mortgagors 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.

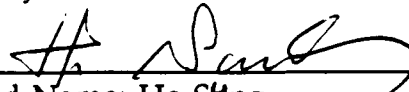
EXECUTED this the 23 day of 6, 1995.

Dennis Market, Inc., A Texas Corporation  
Owner

By: Jeniffer Lee Nam  
Printed Name: Jeniffer Lee Nam  
Title: President

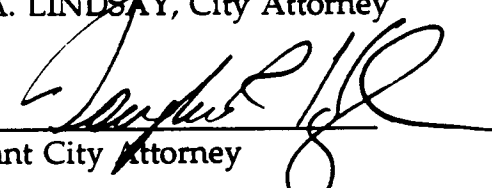
CONSENT AND CONCURRENCE OF  
LIENHOLDER

Ho Song  
Property Lienholder

By:   
Printed Name: Ho Song  
Title: Individual



APPROVED AS TO FORM:  
SAM A. LINDSAY, City Attorney

By:   
Assistant City Attorney

THE APPROPRIATE SHORT FORM STATUTORY ACKNOWLEDGMENT MUST  
BE COMPLETED FOR EACH SIGNATORY (Owner, Lienholder, Mortgagor, etc.).

Revised 6/22/95.  
0042A

STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

(A) A natural person acting in his or her own right:

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on 6/23/95 by

Ho ~~S~~ng.



Tammy Stalling

My commission expires: 11.3.98

(D) A corporation:

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STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on 6/23/95 by  
Jeniffer Lee Nam, President of Dennis Market, Inc., a Texas corporation, on behalf of said  
corporation.

*Tammy Stalling*

My commission expires: 11-3-98

