

DEED RESTRICTIONS

THE STATE OF TEXAS     )  
   )  
 COUNTY OF DALLAS        )

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, Local Union No. 20, Electrical Workers Building Corporation, Inc and Brantlo, Inc. ("the Owners"), are the owners of the following described property ("the Property"), BEING a tract of land situated in the D. Barrow Survey, Abstract No. 177 and the M.J. Sanchez Survey, Abstract No. 1272, being part of City Block 7282, in the City of Dallas, Dallas County, Texas, being all of the tracts of land conveyed to Local Union 59 Electrical Workers Building Corporation, Inc. by deed recorded in Volume 2000100, Page 1186 and Brantlo, Inc. by deed recorded in Volume 2001173, Page 3037 of the Deed Records of Dallas County, Texas , and being more particularly described as follows:

Being more particularly described in Exhibit A attached here.

II.

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

The only main uses permitted on the Property are:

(A) Agricultural uses.

-- Crop production.

(B) Commercial and business service uses.

-- Catering service.

-- Custom business services.

-- Electronics service center.

-- Labor hall. [SUP]

-- Medical or scientific laboratory [SUP],

(C) Institutional and community service uses.

-- Adult day care facility.

-- Cemetery or mausoleum. [SUP]

-- Child-care facility.

-- Church.

-- Community service center. [SUP]

-- Convalescent and nursing homes, hospice care and related institutions. [RAR]

-- College, university, or seminary.

-- Hospital. [SUP]

-- Library, art gallery, or museum.

-- Public school other than an open-enrollment charter school. [RAR].

-- Open-enrollment charter school or private school. [SUP]

(D) Lodging uses.

-- Extended stay hotel or motel. [SUP]

- Hotel or motel. *[RAR] or [SUP] {See Section 51A-4.205(1)}*.
- (E) Miscellaneous uses.
- Attached non-premise sign. *[SUP]*
  - Carnival or circus (temporary). *[By special authorization of the building official.]*
  - Temporary construction or sales office.
- (F) Office uses.
- Financial institution without drive-in window.
  - Financial institution with drive-in window. *[DIR]*
  - Medical clinic or ambulatory surgical center.
  - Office.
- (G) Recreation uses.
- Country club with private membership.
  - Private recreation center, club, or area.
  - Public park, playground, or golf course.
- (H) Residential uses.
- Retirement housing
- (I) Retail and personal service uses.
- Alcoholic beverage establishments. *[SUP] [See Section 51A-4.210 (b)(4).]*
  - Animal shelter or clinic without outside run *[RAR]*
  - Auto service center. *[RAR]*
  - Business school.
  - Car wash. *[RAR]*
  - Commercial amusement (inside). *[SUP may be required. See Section 51A-4.210(b)(7)(B).]*
  - Commercial parking lot or garage *[RAR]*
  - 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 *[RAR]*
  - Temporary retail use.
  - Theater.
- (J) Transportation uses.
- Transit passenger shelter.
  - Transit passenger station or transfer center. *[By SUP or city council resolution. See Section 51A-4.211.]*

(K) Utility and public service uses.

- Commercial radio or television transmitting station.
- Electrical substation.
- Local utilities. [SUP or RAR may be required. See Section 51A-4.212(4).]
- Police or fire station.
- Post office.
- Radio, television, or microwave tower. [SUP]
- Tower/antenna for cellular communication. [See Section 51A-4.212(10.1)]
- Utility or government installation other than listed. [SUP]

(M) Wholesale, distribution, and storage uses.

- Mini-warehouse [SUP]
- Recycling buy-back center [See Section 51A-4.213(11).]
- Recycling collection center. For the purpose of limitations on this use, the Property is considered to be in an MU-1 Mixed Use District. [See Section 51A-4.213(11.1).]
- Recycling drop-off container. [See Section 51A-4.213 (11.2).]
- Recycling drop-off for special occasion collection. [See Section 51A-4.213(11.3).]

The yard lot and space regulations for the MU-1 Mixed Use District (currently set forth in Section 51A-4.125(d)) apply to the Property, except that for a retirement housing use on the Property, the density and floor area regulations for the MU-2 Mixed Use District (currently set forth in Section 51A-4.125(e)(4)(C) and (D)) apply to the Property.

Any above ground parking structure must be concealed in a building with a façade that is similar in appearance to the façade of the main non-parking building for which the parking is accessory. At least 12 percent of the parking structure façade (with the façade area being measured to include openings, if any) must be covered with the same material used predominantly on the first 24 feet of height of the main non-parking building. Openings in a parking structure may not exceed 40 percent of the total façade area, and those openings used for ventilation must have decorative screening. Parking structures must be designed so that headlights from vehicles within the structure are screened from view outside the structure.

## 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, 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 mortgagees 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.

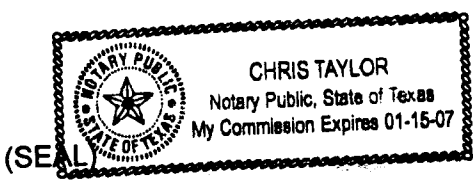
EXECUTED this the 16 day of March, 2006.

Owner:  
Local Union No. 20, Electrical Workers Building Corporation, Inc.

By: Goobar Morris  
Printed Name: Goobar Morris

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on this 16 day of March,  
2006 by Goobar Morris as Business Manager/Financial Sec. of  
[Name of Officer] [Title of Officer]  
IBEW Local Union 20 a/an Texas corporation, on  
[Name of Corporation] [State of Incorporation]  
behalf of said corporation.



Chris Taylor  
Notary Public

My commission expires: 1-15-07  
(date)

Owner:  
Brantlo, Inc.

By: Marion K. Branton  
Printed Name: MARION K. BRANTON

STATE OF TEXAS  
COUNTY OF DALLAS

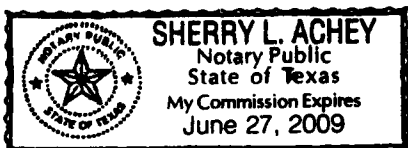
This instrument was acknowledged before me on this 28<sup>th</sup> day of MARCH,  
2006 by Marion K. Branton as President of  
[Name of Officer] [Title of Officer]  
Brantlo, Inc a/an Texas corporation, on  
[Name of Corporation], [State of Incorporation]  
behalf of said corporation.

(SEAL)

Sherry L. Achey  
Notary Public

My commission expires:

3-28-06  
(date)



APPROVED AS TO FORM:  
THOMAS P. PERKINS, JR., City Attorney

By: Halley Zibulech  
City Attorney

CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE

N/A  
Property Lienholder or Mortgagee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2006 by

\_\_\_\_\_ as \_\_\_\_\_ of  
[Name of Officer] [Title of Officer]

\_\_\_\_\_ a/an \_\_\_\_\_ corporation, on  
[Name of Corporation], [State of Incorporation]

behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
(date)

## LEGAL DESCRIPTION

BEING a tract of land situated in the D. Barrow Survey, Abstract No. 177 and the M.J. Sanchez Survey, Abstract No. 1272, being part of City Block 7282, in the City of Dallas, Dallas County, Texas, being all of the tracts of land conveyed to Local Union 20 Electrical Workers Building Corporation, Inc. by deed recorded in Volume 2000100, Page 1186 and Brantlo, Inc. by deed recorded in Volume 2001173, Page 3037 of the Deed Records of Dallas County, Texas said land being more particularly described as follows:

BEGINNING at a THD Brass Monument in concrete at the most easterly corner of said Brantlo Tract, said point being the south corner of a clip corner intersection of the south right-of-way line of Northaven Road (a 60.00 foot wide R.O.W.) and the west right-of-way line of Central Expressway \_ U.S. Highway No. 75 (a 300.00 foot wide R.O.W.);

THENCE South 00° 26' 00" West along the west line of said Central Expressway and the east line of the Brantlo Tract, a distance of 91.49 feet to a point, said point being the southeast corner of said Brantlo Tract and the northeast corner of a tract of land deeded to 11111, Inc. per deed recorded in Volume 84182, Page 323, D.R.D.C.T. from which an 'x' cut in concrete bears South 47° 38' 10" West, a distance of 1.14 feet;

THENCE North 89° 34' 00" West, along the south line of said Brantlo Tract and the north line of said 11111, Inc. Tract, a distance of 79.67 feet to a ½ steel rod being the most southern southwest corner of said Brantlo Tract and the northwest corner of said 11111, Inc. Tract and being the east corner of a tract of land deeded to Local Union No. 59 Workers Building Association Inc., tract 2, per deed recorded in Volume 71054, Page 1846, D.R.D.C.T.;

THENCE South 40° 57' 22" W along the northwest line of said 11111, Inc. Tract a distance of 252.73 feet to an ½ steel rod, said corner also being on the northeast line of the Gilit Iloni Mandelbaum Tract as recorded in Volume 2003245, Page 2773 of the said deed records;

THENCE North 71° 52' 54" West along the common line between the Local Union Tract and the said Mandelbaum Tract a distance of 252.08 feet to an interior north corner of the said Mandelbaum Tract to a 5/8 inch iron set for corner;

THENCE North 07° 45' 57" West along the western most line of the Local Union Tract and the eastern line of said Mandelbaum Tract a distance of 228.55 feet to a point, said point being located in the southern line of Northaven Road;

THENCE North 82° 09' 00" East along the southern line of Northaven Road a distance of 427.41 feet, passing at 341.65 feet the common line of the said Local Union Tract and the Brantlo Tract, to a point, said point being the most northerly corner of said Brantlo Tract and the north corner of said clip corner intersection, from which a THD Brass Monument bears South 79° 29' 56" West 6.06 feet;

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Exhibit A- Zoning Case Z056-163

THENCE South 48° 54' 00" East, along the northeast line of said Brantlo Tract and a southwest line of said clip corner intersection, a distance of 123.57 feet to the POINT OF BEGINNING and containing 124,989.92 square feet of land or 2.87 acres.