

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an RR Regional Retail District which was approved by the City Council on June 14, 1995, on Zoning Case #Z945-186/3144-E on property at the southwest corner of Amanda Lane and LBJ Freeway; 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 RR Regional Retail District as described in Ordinance 22450.

Section 2. That said deed restrictions shall be filed in the Deed Records of Dallas County, Texas.

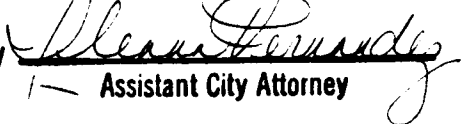
Section 3. That this resolution shall take effect from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

JUN 14 1995


City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By 
Assistant City Attorney

APPROVED 

HEAD OF DEPARTMENT

APPROVED _____

DIRECTOR OF FINANCE

APPROVED _____

CITY MANAGER

See SUP 1240

952130

DEED RESTRICTIONS

THE STATE OF TEXAS }

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF DALLAS }

I.

The undersigned, Michael B. Hudson, Howard Freed and Byron Branscum, individuals (the "OWNERS"), are the owners of the following described property (the "PROPERTY") being in particular a tract of land situated in the City of Dallas ("City"), Dallas County, Texas and part of the Amanda Myers Addition and being part of City Block G/7487 of the City of Dallas and being part of a tract of land conveyed to the OWNERS by Joe Freed on January 30, 1991, and recorded in Volume 82105, Page 1090, in the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as set forth in Exhibit "A" attached hereto.

II.

The OWNERS do hereby impress all of the PROPERTY with the following deed restrictions ("restrictions"), to it:

The following uses or activities are prohibited on the PROPERTY:

1. labor hall;
2. vehicle or engine repair or maintenance;
3. machinery, heavy equipment, or truck sales and services;
4. halfway house;
5. animal shelter or clinic with outside run;
6. dance hall, as defined in CHAPTER 14 of the Dallas City Code, as amended;
7. outside sales;
8. vehicle display, sales, and service;
9. commercial bus station and terminal;
10. helistop;
11. private street or alley;
12. accessory helistop; or
13. truck rentals, except when limited to 5000 s.f. in area and as a part of a mini-warehouse use.

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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 OWNERS 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 OWNERS agree that these restrictions inure to the benefit of the City. The OWNERS hereby grant 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 OWNERS agree 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 OWNERS agree 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 OWNERS agree 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 OWNERS 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 OWNERS understand and agree that this document shall be governed by the laws of the State of Texas.

XI.

The OWNERS certify and represent 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 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 May 1995, 1995.

[Signature]
Michael B. Hudson, Owner

[Signature]
Howard Freed, Owner

[Signature]
Byron Branscum, Owner

CONSENT AND CONCURRENCE OF LIENHOLDER OR MORTGAGOR:

Approved as to form:
SAM LINDSAY, City Attorney

By [Signature]
Assistant City Attorney

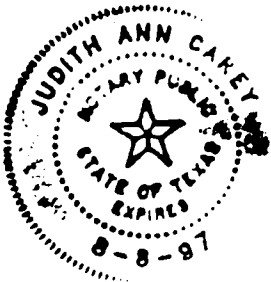
Not Applicable - No Lienholder(s)
Property Lienholder or
Mortgagor

By: _____

Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON MAY 12, 1995 BY
MICHAEL B. HUDSON, HOWARD FREED, AND BYRON BRANSCUM.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

Being part of Block G/7487 of Amanda Myers Addition, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof, recorded in Volume 82105, Page 1090, Map Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at an iron rod situated in the intersection of the westerly line of L.B.J. Freeway, (I.H. 635) and the northerly line of Amanda Lane (A 56 foot R.O.W.);

THENCE along the northerly line of said Amanda Lane the following:

South 09 degrees 02 minutes 48 seconds east, a distance of 15.77 feet to an iron rod for corner; and being the beginning of a non-tangent curve to the right;

Along said curve having a central angle of 35 degrees 45 minutes 38 seconds, a radius of 150.00 feet, an arc length of 93.62 feet, and a chord bearing of south 48 degrees 41 minutes 38 seconds west to an iron for corner and being the beginning of a compound curve to the right;

Along said curve having a central angle of 23 degrees 17 minutes 34 seconds, a radius of 222.00 feet, an arc length of 90.25 feet and a chord bearing of south 78 degrees 13 minutes 13 seconds west to an iron rod for corner;

South 89 degrees 52 minutes 00 seconds west, a distance of 144.98 feet to an iron rod for corner and being the southeast corner of Lot Two (2) of Amanda Place, as recorded in Volume 83179, Page 4306, map records Dallas County, Texas;

THENCE along the east line of the aforementioned Lot Two (2) the following:

North 00 degrees 08 minutes 00 seconds east a distance of 210.00 feet to an iron for corner;

THENCE north 08 degrees 52 minutes 17 seconds east a distance of 122.23 feet to an iron rod for corner situated in the curving westerly line of said L.B.J. Freeway (I.H. 635);

THENCE along said westerly line and along said curve to the right in a southeasterly direction having a central angle of 05 degrees 51 minutes 29 seconds, a radius of 3,589.72 feet, an arc length of 367.02 feet, and a chord bearing of south 50 degrees 00 minutes 39 seconds east to the point of beginning.