

November 12, 2007

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection property located at 3626 Almazan Drive, which is the subject of Zoning Case No. Z067-312 (WE); and

WHEREAS, the City Council desires to accept the deed restrictions in the attached instrument; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the deed restrictions in the attached instrument are accepted by the City Council of the City of Dallas to be used in conjunction with the development of property that is the subject of Zoning Case No. Z067-312 (WE).

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

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

APPROVED AS TO FORM:

THOMAS P. PERKINS, City Attorney

By: *Katly Zibulich*
Assistant City Attorney

APPROVED BY
CITY COUNCIL

NOV 12 2007

Rebecca Watson
City Secretary

APPROVED *Paul Carr* APPROVED _____ APPROVED _____
HEAD OF DEPARTMENT DIRECTOR OF FINANCE CITY MANAGER

DEED RESTRICTIONS
(Z067-312)

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, Ponciano V. Porras, an individual ("the Owner"), is the owner of the following described property ("the Property"), being in particular part of Lot 4 and all of Lots 5 and 6 in City Block 2/6144 of Walnut Hill Estates Addition an addition to the City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Dick Ritchie, Substitute Trustee, by deed dated May 7, 2002, and recorded in Volume 2002090 Page 00184, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Legal Description: Being lots 4, lots 5 and 6, Block 2/6144 of Walnut Hill Estates addition, and addition to the city of Dallas, Dallas County, Texas according to the revised plat thereof recorded in Volume 10, Page 194-A, Map Records, Dallas County, Texas, save and except the west 43 feet of Lot 4, Block 2/6144 thereof as deeded to Best Properties, Inc., a Texas corporation by J. Austin Polk (A/K/A James Austin Polk and J. A. Polk) and wife, Dorothy M. Polk, dated April 5, 1984, recorded in Volume 84073, Page 3029, Deed Records, Dallas County Texas.

II.

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

(1) The following uses are the only uses permitted:

- Art gallery or museum.
- Adult day care facility
- Carnival or circus (temporary). *[By special authorization of the building official.]*
- Child-care facility.
- Church.
- Crop production.
- Country club with private membership.
- Financial institution without drive-in window.
- Health and fitness facility. *[HEALTH AND FITNESS FACILITY means a personal service use for physical fitness, personal recreation and exercise including swimming, basketball, racquetball, squash, weightlifting, stationary bikes, and exercise classes.]*
- Library.
- Medical clinic or ambulatory surgical center.
- Office.
- Personal service uses.
- Public park, playground or golf course.
- Public school other than an open-enrollment charter school *[RAR]*.
- Recycling drop-off container.
- Recycling drop-off for special occasion collection.
- Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*
- Temporary construction or sales office.
- Transit passenger shelter.

(2) The health and fitness facility may only operate between 5:00 am and 10:00 pm, Monday through Friday, and between 9:00 am and 2:00 pm on Saturday and Sunday.

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.

073351

The Owner understands and agrees that this document shall be governed by the laws of the State of Texas.

XI.

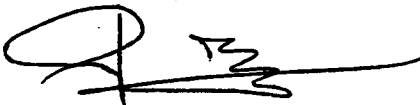
The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

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 8th day of October, 2007.

Owner



By:

Printed Name: PONCIANO V. PORRAS

Title: OWNER

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

Property Lienholder or Mortgagee

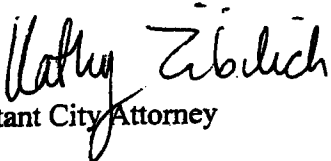
By:

Printed Name:

Title:

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

By:



Assistant City Attorney

[ATTACH THE APPROPRIATE ACKNOWLEDGMENT FOR EACH SIGNER]

Sample Signature Blocks and Acknowledgments

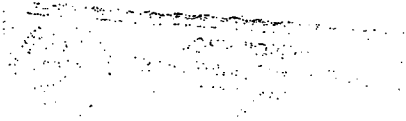
Form of acknowledgment if the owner is a person.

State of Texas

County of Dallas

This instrument was acknowledged before me on OCTOBER 8th, 07 (date of acknowledgment) by RONCIANO V. TORRAS (name of person who signed the deed restrictions).

(Notary's stamp here)



[Handwritten Signature]

(Notary's signature)

Notary Public in and for
the State of Texas