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ord 23799

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DEED RESTRICTIONS

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS

I.

The undersigned, WINNIE B. KELLER, a single person ("the Owner"), is the owner of the following described property ("the Property"), being in particular all of lot 11, City Block 5074, out of the Wilson Baker Survey, Abstract No. 54, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by B. P. Manning and wife, Annie Wignall Manning, by deed dated October 10, 1951, and recorded in Volume 3573, Page 269, in the Deed Records of Dallas County, Texas.

II.

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

1. No building or structure constructed on the Property shall exceed thirty six feet (36') in height, such height to be measured from grade to the highest point of the roof.
2. No building or structure shall be constructed on the Property within twenty-five feet (25') of the rear property line (same being the southern boundary of the Property)

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.

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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.

VII.

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.

VIII.

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.

IX.

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

X.

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.

XI.

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 28th day of DECEMBER 1998.

Winnie B. Keller
Winnie B. Keller

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

NA
Property Lienholder or Mortgagee

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:
ANGELA K. WASHINGTON, Interim City Attorney

By: [Signature]
Assistant City Attorney

STATE OF TEXAS
COUNTY OF DALLAS

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This instrument was acknowledged before me on Dec. 28, 1998, by WINNIE B. KELLER.

Edith J. Kurz
Notary Public, State of Texas

My Commissions Expires:

AUGUST 24, 2000

EDITH J. KURZ
(Printed or Typed Name of Notary)



STATE OF TEXAS
COUNTY OF _____

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This instrument was acknowledged before me on _____, 199__, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commissions Expires:

Notary Public, State of Texas

(Printed or Typed Name of Notary)