

February 28, 2007

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with a tract of land in City Block 5/5197, fronting approximately 300 feet on the north line of Park Lane, east of Greenville Avenue, and containing approximately 45,000 square feet of land, which is the subject of Zoning Case No. Z067-108 (OTH); 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:**

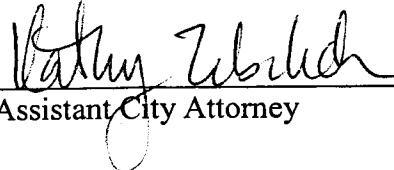
**Section 1.** That the deed restrictions in the attached instrument be and are hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property that is the subject of Zoning Case No. Z067-108 (OTH).

**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, JR., City Attorney**

By:   
Assistant City Attorney

APPROVED   
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, VIC PO, Ltd., a Texas limited partnership ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the William Jenkins Survey, Abstract No. 702, City Block 5/5197, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by William L. Hutchison and Shula Netzer, by deed dated October 3, 1995, and recorded in Volume 95195, Page 1197, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

## EXHIBIT A

## II.

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

The following uses are prohibited:

- Alcoholic Beverage Establishments;
- Labor hall;
- Overnight general purpose shelter;
- Commercial amusement (inside);
- Commercial amusement (outside);
- Liquor store;
- Transit passenger shelter;
- Transit passenger station or transfer center; and
- Travel bureau (an agency engaging in the selling or arranging of transportation, trips, or tours for individuals or groups) for trips originating from this 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.

## 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 26 day of February, 2007.

VIC PO, Ltd.  
By: VIC PO Management LLC, Its general partner

By: *S. Netzer, Manager*  
Shula Netzer, Manager

CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE

N/A  
Property Lienholder or Mortgagee


By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: *Kathy Zibulich*  
Assistant City Attorney

State of Texas  
County of Dallas

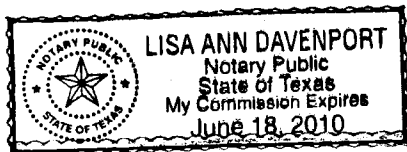
This instrument was acknowledged before me on 2/26/07 (date of acknowledgment) by Shula Netzer, as Manager, of VIC PO Management LLC, a Texas corporation, on behalf of said corporation, and the corporation executed this instrument as partner on behalf of VIC PO, Ltd, a limited partnership.



(Notary's signature)

(Notary's stamp here)

Notary Public in and for the State of Texas



## EXHIBIT A

## LEGAL DESCRIPTION

BEING part of Lots 21 and 22 out of City Block 5/5197 and being described as follows:

BEGINNING at an iron rod for corner on the north right of way line of Park Lane (a 60 foot right of way), said point being the southeast corner of Jim Dandy Subdivision No. 1, an Addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 700021, Page 1997, Deed Records of Dallas County, Texas;

THENCE North 09 degrees 50-minutes East, along the east line of said Jim Dandy Subdivision No. 1, passing its northeast corner at 195 feet and continuing along the east line of Holly Hill Center, an addition to the City of Dallas, Dallas County, Texas according to the revised plat recorded in Volume 74195, Page 351, Deed Records of Dallas County, Texas for a total of 300 feet to an iron rod for corner at the inward corner of said Addition;

THENCE South 80 degrees 10 minutes East, along the south line of said Holly Hill Center Addition, 150 feet to an iron rod for corner at the most easterly southeast corner of said Addition;

THENCE South 09 degrees 50 minutes West, 300 feet to an iron rod for corner on the north right of way line of Park Lane;

THENCE North 80 degrees 10 minutes West, along the north right of way line of Park Lane, 150 feet to the Place of Beginning and containing 45,000 square feet of land, more or less, and also being known as 8231 Park Lane, Dallas, Texas.