

November 11, 1992

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MF-1(A) Multifamily District which was approved by the City Council on November 11, 1992, on Zoning Case #Z912-250/9284-E on property on the east side of Audelia Road, north of Kingsley Road; 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 MF-1(A) Multifamily District as described in Ordinance 21475

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

NOV 11 1992

Robert H. ...
City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *John Rogers*
Assistant City Attorney

APPROVED *[Signature]*
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

DEED RESTRICTIONS

DEED 16.0
TUTL 16.00
AGG1 1121 0000000 7571 9:42AM 11/25/9

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, Audelia Heights Limited ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Harrison Hustead Survey, Abstract No. 587, City Blocks 8080 and 8081, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to Audelia Heights Limited, a Texas limited partnership, by Kingsley Audelia Corp., a Texas corporation, by deed dated July 1, 1990, and recorded in Volume 91006, Page 1266, in the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit "A" which is attached hereto for all purposes.

II.

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

1. Owner shall, at its own expense, maintain in good condition and repair the existing permanent fencing/retaining walls along the northern, eastern and southern boundaries of the Property.
2. Owner shall, at its own expense, maintain the Property at all times in a good and clean condition in accordance with applicable ordinances established by the City of Dallas for multi-family housing, as they may be amended from time to time. This requirement shall include, but not limited to, the proper cleaning and maintenance of parking lots, driveways, lighting, landscaping, common areas, recreational facilities, balconies and walkways, swimming pools and equipment, exterior wood siding, and windows in accordance with these ordinances.
3. Owner shall, at its own expense, maintain the Property including all apartment interiors, equipment, storerooms, mechanical rooms, and recreational facilities in accordance with the City of Dallas fire code. Owner shall maintain parking lots, driveways, and fire lanes in accordance with the City of Dallas fire code.
4. Owner should cause the prompt removal from the Property of abandoned, wrecked or junked motor vehicles pursuant to applicable state statutes or City of Dallas ordinances.

5. Owner shall request in writing an annual code inspection from the City of Dallas. Said request should be submitted to City Secretary of the City of Dallas on or before January 1st of each calendar year commencing with January 1, 1994.
6. Owner shall cooperate fully with the City of Dallas inspection activities and code enforcement agencies in their inspections of the Project.
7. Owner shall allow the City of Dallas Police Department to make reasonable inspections or security analyses of the Property and will cooperate with the Police Department in implementing recommended security measures to the extent they are reasonable, legal and nondiscriminatory pursuant to applicable Federal or State laws, and do not require the expenditure of substantial funds unless required by City ordinances.
8. Owner shall, at all times, limit the occupancy of apartment units to that number of persons in accordance with the Minimum Urban Rehabilitation Standards of the City of Dallas to the extent said limitations are legal and not discriminatory pursuant to any Federal or State law.

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 only 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 from the person so violating or attempting to violate these restrictions. 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, provided that at such time that any portion of the Property is no longer owned or controlled by Owner, such remedy shall be limited to the specific portion of the Property which is in violation of these restrictions and shall not apply to the remainder of the Property. 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, such agreement to be binding against Owner and subsequent owners of the Property only with respect to claims and/or liabilities relating to the specific portion of the Property owned by such person or entity which arise during their respective periods of ownership of the applicable portion.

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. Notwithstanding any provision contained in this document to the contrary, it is agreed and understood that the City may enforce this document against the Owner or the subsequent owner of any portion of the Property for any violations which occur during their respective periods of ownership of the applicable portions of the Property.

IX.

Notwithstanding anything contained herein to the contrary, no person or entity who has at one time owned all or any portion of the Property, but who no longer owns any portion of the Property, shall be liable or subject to litigation for any breach or failure to abide by these restrictions during the time such person or entity did not own any portion of the Property.

X.

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.

XI.

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

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 at the City of Dallas, Dallas County, Texas, on this the 10TH day of NOVEMBER, 1992.

AUDELIA HEIGHTS LIMITED

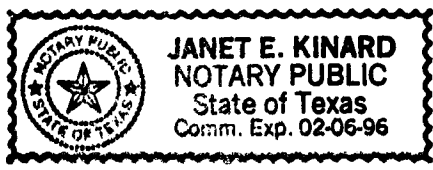
BY: *Herbert M. Harris*
 Herbert M. Harris
 Its General Partner

THE STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

This instrument was acknowledged before me on November 10, 1992, by Herbert M. Harris, General Partner of Audelia Heights Limited, a Texas limited partnership, on behalf of said partnership.

Janet E. Kinard
 NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 2/6/96



Approved as to form:
 SAM LINDSAY, City Attorney
 By *John Rogers*
 Assistant City Attorney

EXHIBIT "A"

BEING a tract or parcel of land situated in the City of Dallas, DALLAS COUNTY, TEXAS, and being a part of the HARRISON HUSTEAD SURVEY, ABSTRACT NO. 587, and being a part of Block 8080 and Block 8081 in the City of Dallas, and being more particularly described as follows:

BEGINNING at a nail set for corner in the Easterly line of Audelia Road (100.0 feet wide), said point being North 0° 22' 20" West along the Easterly line of Audelia Road a distance of 280.00 feet from the intersection of the Easterly line of Audelia Road and the Northerly line of Kingsley Road (100.00 feet wide);

THENCE North 0° 22' 20" West along the Easterly line of Audelia Road (100.0 feet wide) a distance of 329.26 feet to an angle point;

THENCE North 0° 15' 40" West along the Easterly line of Audelia Road a distance of 688.75 feet to an iron rod set for corner in the Southerly line of a tract of land conveyed to Southwestern Bell Telephone Company by deed dated April 18, 1959, and recorded in the Deed Records of DALLAS County, Texas;

THENCE South 85° 51' 10" East along the Southerly line of the Southwestern Bell Telephone Company tract a distance of 291.43 feet to an iron rod set for corner in the Westerly line of the McCree Cemetery tract;

THENCE South 2° 42' 30" West along the Westerly line of the McCree Cemetery tract a distance of 129.93 feet to an iron rod set for corner;

THENCE South 86° 11' 40" East along the Southerly line of the McCree Cemetery tract a distance of 217.51 feet to an iron rod set for corner in the Westerly line of a Cemetery tract;

THENCE South 3° 24' 10" West along the Westerly line of the Cemetery tract a distance of 62.86 feet to an iron rod set for corner;

THENCE South 84° 13' 40" East along the Southerly line of the Cemetery tract a distance of 114.58 feet to an iron rod set for corner;

THENCE South 86° 37' East 7.0 feet to an iron rod set for corner in the Westerly line of an alley (18 feet wide);

THENCE South 3° 23' West along the Westerly line of the alley (18 feet wide) a distance of 59.04 feet to the beginning of a curve to the left;

THENCE in a Southerly direction and continuing along the Westerly line of the said alley (18 feet wide) and along said curve to the left having a radius of 546.88 feet and a central angle of $14^{\circ} 06' 52''$ an arc distance of 134.72 feet to the end of said curve to the left;

THENCE ^{South} $10^{\circ} 43' 52''$ East and continuing along the Westerly line of the alley (18 feet wide) a distance of 340.92 feet to the beginning of a curve to the right;

THENCE in a Southerly direction and continuing along the Westerly line of the alley (18 feet wide) and along said curve to the right having a radius of 448.27 feet and a central angle of $9^{\circ} 40' 02''$ an arc distance of 75.63 feet to the end of said curve to the right;

THENCE South $1^{\circ} 03' 50''$ East and continuing along the Westerly line of the alley (18 feet wide) a distance of 216.96 feet to an iron rod set for corner;

THENCE South $88^{\circ} 56' 10''$ West a distance of 423.73 feet to an iron rod set for corner;

THENCE North $0^{\circ} 22' 20''$ West a distance of 55.00 feet to a nail found for corner;

THENCE South $88^{\circ} 56' 10''$ West a distance of 270.00 feet to the PLACE OF BEGINNING and CONTAINING 14.072 acres, more or less.