

September 11, 1996

WHEREAS, the deed restrictions in the attached instruments have been volunteered in conjunction with a request for a CR Community Retail District which was approved by the City Council on September 11, 1996, on Zoning Case No. Z956-218/10066-NW (CR) on property on the southeast side of Webb Chapel Extension, southwest of Timberline Drive; 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 instruments 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 a CR Community Retail District as described in Ordinance 22885.

**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**

SEP 11 1996

*Robert T. Moran*  
City Secretary

Approved as to form:  
SAM LINDSAY, City Attorney

By *Florencia Hernandez*  
Assistant City Attorney

APPROVED *[Signature]*  
HEAD OF DEPARTMENT

APPROVED \_\_\_\_\_  
DIRECTOR OF FINANCE

APPROVED \_\_\_\_\_  
CITY MANAGER

**DEED RESTRICTION**

THE STATE OF TEXAS )  
 ) KNOW ALL PERSONS BY THESE PRESENTS  
COUNTY OF DALLAS )

I.

The undersigned, Jose Contreras and wife, Rosa Contreras, a married couple, (the "Owners") are the Owners of the following described property (the "Property"), being in particular Lot 2 in City Block 4/5775 of the WILLOW ADDITION, THIRD INSTALLMENT, an addition to the City of Dallas ("City"), Dallas County, Texas, according to the Map thereof recorded in Volume 18, Page 337 of the Map Records of Dallas County, Texas, and being that same tract of land conveyed to Jose Contreras and wife, Rosa Contreras, by Elsie McLean by deed dated October 13, 1995, and recorded in Volume 95206, Page 00070 in the Deed Records of Dallas County, Texas.

II.

The Owners do hereby impress all of the Property with the following deed restrictions ("Restrictions"), to wit:

1. Prior to the submission of an application for a certificate of occupancy on the Property, a solid screening fence, eight feet in height, shall be constructed along the side and rear yards that abut or are across from any adjoining alley located in a residentially-zoned district.
2. The following uses are prohibited on the Property:
  - a) Liquor store.
  - b) Pawn shop.
  - c) Swap or buy shop.
  - d) Dance halls as defined in CHAPTER 14 of the Dallas City Code, as amended.
  - e) Sexually-oriented businesses as defined in CHAPTER 41A of the Dallas City Code, as amended.

3. No building(s) located on the Property may exceed one story in height.
4. All uses on the Property must be closed between the hours of 12:00 a.m. and 6:00 a.m.
5. All outdoor lights must be directed away from adjacent property in order to limit interference with neighbors' privacy.
6. Trash collection on the Property must be limited to the hours between 7:00 a.m. to 6.00 p.m.

### 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 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 their 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 the restrictions inure to the benefit of the City. The Owners hereby grant 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 Owners agree that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. 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. 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 liens, other than liens for ad valorem taxes, against the Property if there are no signatures of 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 the end the provisions are declared to be severable.

EXECUTED this the 14<sup>th</sup> day of August, 1996.

OWNERS:

*Jose Contreras*  
Jose Contreras

*Rosa Contreras*  
Rosa Contreras

STATE OF TEXAS     )  
                                  )  
COUNTY OF DALLAS    )

This instrument was acknowledged before me on August 14, 1996, by Jose Contreras and wife, Rosa Contreras.

*Jeneal Lindsey*  
Notary Public in and for the State  
of Texas

My Commission Expires: November 30, 1996



