

**WHEREAS**, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for a CR Community Retail District which was approved by the City Council on September 23, 1998, on Zoning Case No. Z978-145/9650-NW(CR) on property at the south corner of Webb Chapel Extension and 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 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 a CR Community Retail District as described in Ordinance No. ~~23656~~ **23656**

**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 23 1998**

*Shirley Gay*  
City Secretary

Approved as to Form:

Angela K. Washington, Interim City Attorney

By *Alment H. Simeth*  
Assistant City Attorney

APPROVED *[Signature]* HEAD OF DEPARTMENT      APPROVED \_\_\_\_\_ DIRECTOR OF FINANCE      APPROVED \_\_\_\_\_ CITY MANAGER



3. No building(s) located on the Property may exceed one story in height.
4. Hours of operation for all uses on the Property must be between the hours of 6:00 a.m. and 12:00 midnight.
5. All outdoor lights must be directed away from adjacent property.
6. Trash collection must be limited to the hours between 7:00 a.m. and 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 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 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 these 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. 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. 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. 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 of Dallas 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, "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 represents that there are no liens or mortgages, other than liens for ad valorem taxes, against the Property if there are no signatures of lienholders or mortgagees 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 this end the provisions are declared to be severable.

EXECUTED this the 31 day of July, 1998.

[Signature]  
Owner - Luis Aguinaga

[Signature]  
Owner-Jesus R. Aranda

**CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE**

NORTH AMERICAN MORTGAGE CO., A DELAWARE CORPORATION *[initials]*

[Signature]  
Property Lienholder or Mortgagee

By: R. C. FEUER 1

Title: V. P.

APPROVED AS TO FORM:

~~ANGELA K. WASHINGTON, Interim City Attorney~~  
~~SAM A. LINDSAY, City Attorney C.O.~~

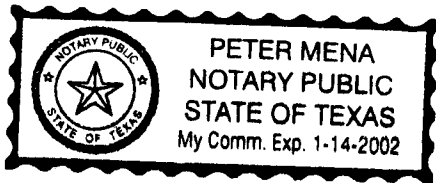
By [Signature]  
Assistant City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

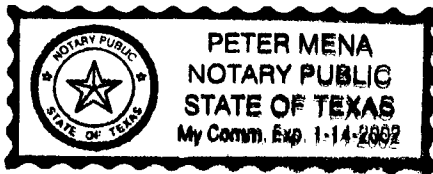
This instrument was acknowledged before me on July 31, 1998, by Luis Aguinaga, co-owner.



Peter Mena  
Notary Public Printed or Typed Name  
My Commission Expires 1-14-02

PETER MENA  
Notary Public, State of TEXAS

This instrument was acknowledged before me on July 31, 1998, by Jesus R. Aranda, co-owner.



PETER MENA  
Notary Public Printed or Typed Name  
My Commission Expires 1-14-02

Peter Mena  
Notary Public, State of TEXAS

