

January 13, 1993

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 January 13, 1993, on Zoning Case #Z923-116/9321-E on property at the south corner of Abrams Road and Fisher 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 a CR Community Retail District as described in Ordinance 21532.

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

JAN 13 1993

[Signature]
City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *[Signature]*
Assistant City Attorney

APPROVED *[Signature]*
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

DEED RESTRICTIONS

DEED 10.00
 TOTL 10.00
 4001 4587 0000000 5068 8:20AM 3/16/93

THE STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, Dallas LaFayette House, Ltd. ("Owner"), is the owner of the following described property ("The Property") situated in Dallas County, Texas, being in particular a tract of land out of the D. Murray Survey, Abstract No. 920, City of Dallas Block No. 5418, Dallas, County, Texas, and being that same tract of land conveyed from South Texas Corporation, a Texas Corporation, to Wisconsin Real/Estate Investment Trust, by deed dated November 13, 1970, recorded in Volume 70223, Page 451, in the Deed Records of Dallas County, Texas and being more particularly described as follows:

EXHIBIT "A" attached

II.

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

- a. Deed restrict against any use defined as "Bar, Lounge or Tavern" in Dallas Development Code Section 51A-4.210 (4);
- b. Deed restrict against any use requiring any type of "Sexually Oriented Business License" under Dallas City Code Chapter 41 (A);
- c. Deed restrict against any use requiring any type of "Dancehall License" under Dallas City Code Chapter 14.

III.

These restrictions shall continue in full force and effect for a period of twenty-five (25) 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 herein.

IV.

These restrictions may not be amended or terminated without a public hearing before the City Plan Commission and a public hearing and approval by the City Council of the City of Dallas. 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 terminating or amending instrument must be filed in the Deed Records of the county or counties where the Property is

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Deed Restrictions

located by the owner at his 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 of Dallas 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 and any successors, heirs, and assigns of Owner agree to defend, indemnify, and hold harmless the City of Dallas from and against all claims or liabilities arising out of or in connection with these restrictions.

VIII.

These provisions of this document are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner who acquire any right, title or interest in any property within the Property. Any person who acquires any interest in any portion of the Property thereby agrees and covenants to abide by and fully perform the foregoing 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.

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Deed Restrictions

X.

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

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 1st day of December, 1992

OWNERS: DALLAS LAYFAYETTE
HOUSE, LTD.

Marshall Gross

BY: Marshall Gross
General Partner

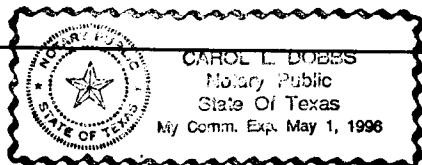
THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Marshall Gross General Partner of Dallas Lafayette House, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of December, 1992.

Carol L. Dobb

My commission expires _____.



Approved as to form:
SAM LINDSAY, City Attorney

By John Rogers
Assistant City Attorney