

BLK: 7404
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April 10, 1996

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WHEREAS, the deed restrictions in the attached instrument were volunteered in conjunction with a request for a CS Commercial Service District which was approved by the City Council on April 10, 1996, on Zoning Case No. Z956-154/9998-NE(RB) on property on the northwest side of Ferguson Road, northeast of Oates 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 CS Commercial Service District as described in Ordinance 22723

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**

APR 10 1996

Robert T. Brown
City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *Florencia Hernandez*
Assistant City Attorney

APPROVED

HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

DEED RESTRICTIONS

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

I.

The undersigned, Sloan P. Goforth, an individual ("the Owner") is the owner of the following described property ("the Property"). City of Dallas ("City"), Dallas County, Texas, and being the same tract of land conveyed to the Owner by Audrey Peavy Goforth, by deed dated January 4, 1969, and recorded in Volume 69137, Page 2033 in the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEING a tract of land in City Block 7404 in the Jacob Hart Survey, Abstract No. 577, in the City of Dallas, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point on the northwest line of Ferguson Road, said point being 100 feet northeast of the north line of Oates Drive;

THENCE N 64 deg. 54' W, leaving the northwest line of Ferguson Road, a distance of 315.62 feet to a point for corner;

THENCE N 26 deg 3' E, a distance of 130.43 feet to a point for corner on the southwest line of a 15 foot wide public alley;

THENCE S 64 deg 27" E along said alley, a distance of 195.0 feet to a point for corner;

THENCE S 71 deg 27" E, continuing along said alley, a distance of 114 feet to a point for corner on the northwest line of Ferguson Road;

THENCE in a southwesterly direction along the northwest line of Ferguson Road, a distance of 147.41 feet to the POINT OF BEGINNING, and containing approximately 0.996 acres of land.

II.

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

1. The only uses permitted on the Property are:
 - A. those uses permitted in a CR Community Retail District, as amended, and

2956-154/9998-NE (28)

- B. a vehicle or engine repair or maintenance use. Accessory outside sales and Accessory outside storage uses are prohibited as part of this use.
2. Prior to the submission of an application for a certificate of occupancy for vehicle or engine repair or maintenance use, a minimum six-foot high solid screening fence must be erected along the northern property line and the western property line.

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.

IX.

Unless stated otherwise in this document, the definitions and provisions of CHAPTER 51A, "PART II OF THE DALLAS DEVELOPMENT CODE," 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 mortgagors 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 28th day of March, 1996.



SLOAN P. GOFORTH, Owner
6506 Orchid Lane
Dallas, Texas 75230

