

COUNCIL CHAMBER

January 10, 2007

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with property located in City Block D/2371 on Stutz Road between Maple Avenue and Forest Park Road, which is the subject of Zoning Case No. Z056-289(OTH); and

WHEREAS, the City Council desires to accept the deed restrictions in the attached instrument; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the deed restrictions 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 that is the subject of Zoning Case No. Z056-289(OTH).

Section 2. That the deed restrictions in the attached instrument shall be filed in the Deed Records of Dallas County, Texas.

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Dallas, Texas, and it is accordingly so resolved.

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By  Assistant City Attorney

APPROVED

HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

DEED RESTRICTIONS

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

I.

The undersigned, Viceroy Inwood, L.P., a Texas Limited Partnership, (the "Owner"), is the owner of the following described property (the "Property"), being Lot 21 and a portion of Lot 32, City Block D/2371, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Viceroy Inwood, L.P by Janet Konczak, by deed dated January 1, 2005, and recorded in Volume 2005006, Page 13460, in the Deed Records of Dallas County, Texas, Texas and being more particularly described as follows:

Being all of Lot 21 of City of Dallas Block D/2371 and a portion of Lot 32 of City of Dallas Block D/2371, described in the attached Exhibit A.

II.

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

Buildings occupied with residential uses must be constructed using noise mitigation methods so that outside noise levels, measured within the habitable space of the dwelling unit, do not exceed 45 DNL.

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 perform the provisions of this document.

IX.

Unless stated otherwise in this document, the definitions and provisions of CHAPTER 51A 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 mortgagees or lienholders subscribed below.

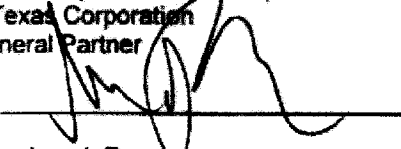
XII.

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 the 20th day of December, 2006.

OWNER: Viceroy Inwood, L.P.
A Texas Limited Partnership

By: Viceroy Inwood Development, Inc.
A Texas Corporation
General Partner

By: 
Stephen J. Rogers
President

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE:

Property Lienholder or Mortgagee

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

THOMAS P. PERKINS, City Attorney

By: _____
Assistant City Attorney

EXECUTED this the 20th day of December, 2006.

Owner _____

By: _____
Printed Name: _____
Title: _____

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE:

AMERICAN BANK OF TEXAS
Property Lienholder or Mortgagee

By: [Signature]
Printed Name: Kyle R. Bull
Title: Senior Vice President

APPROVED AS TO FORM:

THOMAS P. PERKINS, City Attorney

By: [Signature]
Assistant City Attorney

State of Texas

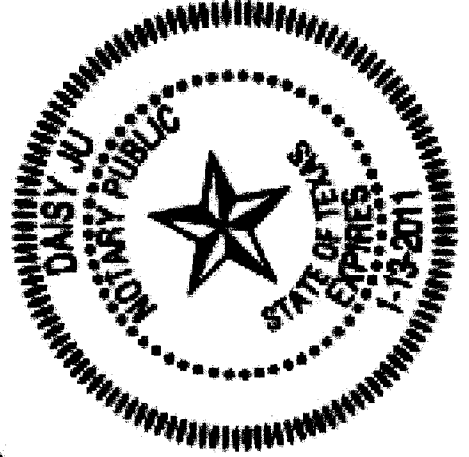
County of Dallas

This instrument was acknowledged before me on January 5, 2007 by Stephen J. Rogers, as President of Viceroy Inwood Development, Inc., a Texas corporation, on behalf of said corporation, and the corporation executed this instrument as partner on behalf of Viceroy Inwood, L.P., a Texas limited partnership.

(Notary stamp here)

Daisy Ju
Notary Public in and for
the State of Texas

(Notary's signature)



070176

State of Texas

County of ^{Koza} ~~Dallas~~ *Collin*

This instrument was acknowledged before me on 12-20-06 by Kyle R. Beall, as Vice President, of American Bank of Texas, a Texas Corporation, on behalf of said corporation.

(Notary's stamp here)
(Notary's signature)

Sharron Buick

Notary Public in and for
the State of Texas



ZONING EXHIBIT

Being all that certain lot, parcel, or tract of land situated in the Miles Bennett Survey, Abstract No. 52, City of Dallas, Dallas County, Texas and being a part of Lot 32, Block D/2371, FOREST PARK ADDITION, an addition to the City of the Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 241, page 42, Map Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 5/8 inch iron rod set for corner with a yellow cap stamped (DC&A INC), and being the East corner of Lot 21, of said MAPLE GROVE ACRES ADDITION, and being the South corner of Lot 22A, Block D/2371, HAYNES INVESTMENT ADDITION, an addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 86249, Page 5675, Map Records, Dallas County, Texas, and being in the Northwest line of a tract of land conveyed to Kano-Maile, Ltd. by deed recorded in Volume 95131, Page 1503, Deed Records, Dallas County, Texas; Thence South 45 Degrees 08 Minutes 53 Seconds West, along the Northwest line of said Kano-Maile, Ltd. tract, a distance of 14.96 feet to a 5/8 inch iron rod set for corner with a yellow cap stamped (DC&A INC), and being the Point of Beginning;

Thence South 44 Degrees 47 Minutes 35 Seconds East, along the Northeast line and being in the Northwest line of the remainder of Viceroy Inwood, L.P. by deed recorded in Volume 2005006, Page 13460, Deed Records, Dallas County, Texas, a distance of 37.43 feet to a 5/8 inch iron rod set for corner with a yellow cap stamped (DC&A INC);

Thence South 28 Degrees 11 Minutes 02 Seconds West, along the Northwest line of the remainder of said Viceroy Inwood, L.P. tract, a distance of 80.35 feet to a 5/8 inch iron rod set for corner with a yellow cap stamped (DC&A INC);

Thence South 44 Degrees 40 Minutes 55 Seconds West, continuing along the Northwest line of said Viceroy Inwood, L.P. tract, a distance of 47.51 feet to a 5/8 inch iron rod set for corner with a yellow cap stamped (DC&A INC);

Thence South 49 Degrees 33 Minutes 15 Seconds West, continuing along the Northwest line of said Viceroy Inwood, L.P. tract, a distance of 55.90 feet to a 5/8 inch iron rod set for corner with a yellow cap stamped (DC&A INC);

Thence South 31 Degrees 18 Minutes 46 Seconds West, continuing along the Northwest line of said Viceroy Inwood, L.P. tract, a distance of 97.92 feet to a 5/8 inch iron rod set for corner with a yellow cap stamped (DC&A INC), and being in the Northeast line of a tract of land conveyed to Inwood Self Storage Family Limited Partnership by deed recorded in Volume 98107, Page 5949, Deed Records, Dallas County, Texas;

Thence North 44 Degrees 44 Minutes 25 Seconds West, along the Northeast line of said Inwood Self Storage Family Limited Partnership tract, a distance of 80.38 feet to a 5/8 inch iron rod found for corner, and being the North corner of said Inwood Self Storage Family Limited Partnership tract and being the East corner of Lot 18 of said MAPLE GROVE ACRES ADDITION, and being the South corner of Lot 19 of said MAPLE GROVE ACRES ADDITION;

Thence North 45 Degrees 08 Minutes 53 Seconds East, along the Southeast line of said Lot 19, and being in the Southeast line of said Lot 20,, and being along the Southeast line of said Lot 21, a distance of 275.05 feet to the Point of Beginning and containing 16,495.66 square feet or 0.3786 acres of land.

BRYAN CONNALLY
R.P.L.S. NO. 5513

DC&A

DOUG CONNALLY & ASSOCIATES, INC.

ENGINEERING • PLANNING • SURVEYING
11545 Pagemill Road • Suite 200 • Dallas, Texas 75243
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www.dcofdw.com

SHEET 1 OF 2
JOB NO. 0506456-4A
DRAWN BY: RR

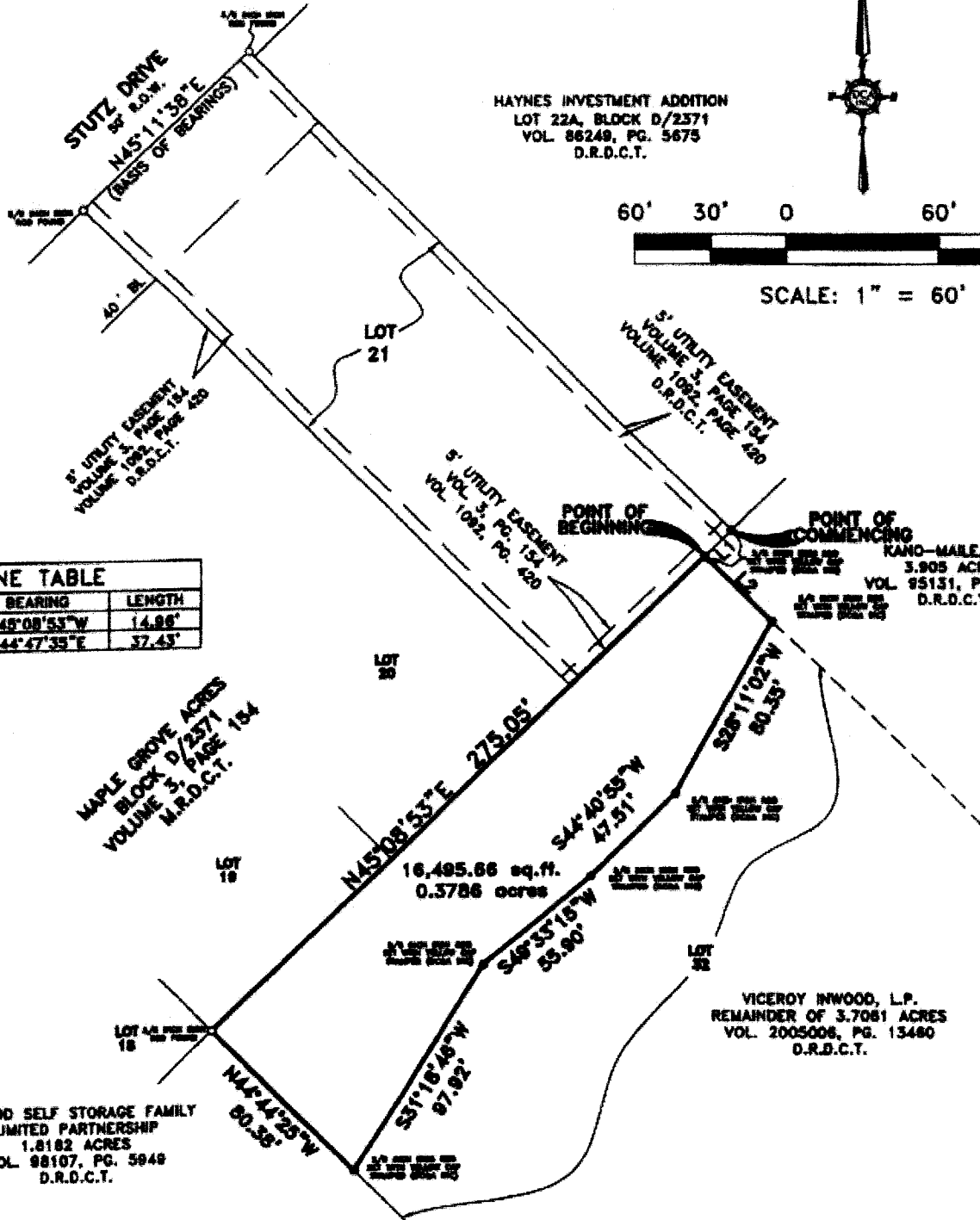
070176

ZONING EXHIBIT

HAYNES INVESTMENT ADDITION
 LOT 22A, BLOCK D/2571
 VOL. 86249, PG. 5675
 D.R.D.C.T.



SCALE: 1" = 60'



LINE TABLE

LINE	BEARING	LENGTH
L1	S45°08'53"W	14.98'
L2	S44°47'35"E	37.43'

MAPLE GROVE ACRES
 BLOCK D/2571
 VOLUME 3, PAGE 134
 M.R.D.C.T.

INWOOD SELF STORAGE FAMILY
 LIMITED PARTNERSHIP
 1.8182 ACRES
 VOL. 98107, PG. 5949
 D.R.D.C.T.

VICEROY INWOOD, L.P.
 REMAINDER OF 3.7081 ACRES
 VOL. 2005006, PG. 13460
 D.R.D.C.T.

KANO-MALE, LTD.
 3.905 ACRES
 VOL. 95151, PG. 1503
 D.R.D.C.T.

GENERAL NOTES:

1) BEARINGS ARE BASED UPON THE SOUTHEAST LINE OF STUTZ DRIVE PER DEED RECORDED IN VOLUME 2005006, PAGE 13460, DEED RECORDS, DALLAS COUNTY, TEXAS. (N45°11'38"E)



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SHEET 2 OF 2
 JOB NO. 0506456-4A
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