

December 8, 2004

WHEREAS, the deed restrictions in the attached instruments have been volunteered in connection with a tract of land located along Throckmorton Avenue, between Hawthorne Avenue and Avondale Avenue, and containing approximately 7.22 acres, which is the subject of Zoning Case No. Z034-289(DW); 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:

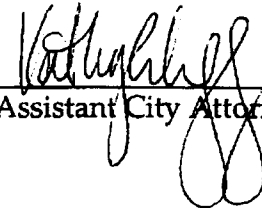
Section 1. That the deed restrictions in the attached instruments be and are hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property that is the subject of Zoning Case No. Z034-289(DW).

Section 2. That these deed restrictions must 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 provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:

MADELEINE B. JOHNSON, City Attorney

By:   
Assistant City Attorney

APPROVED BY  
CITY COUNCIL

DEC 08 2004

  
City Secretary

APPROVED   
HEAD OF DEPARTMENT

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

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

**DEED RESTRICTIONS**

STATE OF TEXAS       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DALLAS   §

I.

The undersigned, L.T. THROCKMORTON LAND, LTD., a Texas limited partnership f/k/a Intervest-Throckmorton, Ltd., a Texas limited partnership ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the William Grigsby Survey, Abstract No. 501, City Block 13/2028, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by SUSAN STURDIVANT, by deed dated April 28, 1999, and recorded in Volume 99097, Page 2627, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

The east 50 feet of Lot 1 in Block 13/2028, University Place Addition.

II.

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

1. New development means construction involving voluntary demolition of at least 50 percent of an existing structure.
2. Height in these deed restrictions is as determined by Article 193 of Chapter 51P.
3. The maximum structure height of new development on the Property is 36 feet, and the use of new development on the Property is limited to residential uses only.

III.

These restrictions shall continue in full force and effect for a period of fifty (50) years from the date of execution, and shall automatically be extended for additional periods of fifty (50) years unless amended or terminated in the manner specified in this document.

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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

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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, and Article 193 of Chapter 51P of the Dallas City Code, as amended, apply and are incorporated into this document as if recited in this document. In the event of a conflict, the definitions and provisions in Article 193 supersede those in Chapter 51A.

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 mortgages 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 29 day of November, 2004.

LT THROCKMORTON LAND, LTD.  
f/k/a Intervest-Throckmorton, Ltd.  
Owner

By: LT Throckmorton Land GP, LLC,  
a Texas limited liability corporation  
its Sole General Partner

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By: GenCap Partners, LP,  
a Texas limited partnership  
its sole member

By: DEC Interests, LLC,  
a Texas limited liability company  
its General Partner



By: \_\_\_\_\_  
David E. Castilla, Managing Member *DR*


CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE

\_\_\_\_\_  
Not Applicable  
Owner

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

MADELEINE B. JOHNSON, City Attorney

By:   
Assistant City Attorney

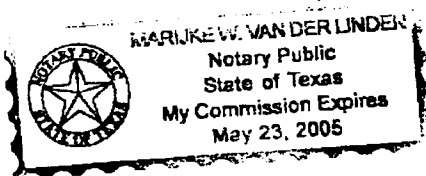
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STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on November 29, 2004 by David E. Castilla, Managing Member of DEC Interests, LLC, as general partner of GenCap Partners, L.P., the sole member of LT Throckmorton Land GP, LLC, a Texas limited liability company, on behalf of LT Throckmorton Land, Ltd. as sole general partner of LT Throckmorton Land, Ltd., a Texas limited partnership.



*[Handwritten Signature]*

NOTARY PUBLIC, in and for the State of Texas

My Commission Expires:

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