

February 12, 2003

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with property fronting approximately 165.1 feet along the north line of Stemmons Freeway (Interstate Highway 35E) beginning at a point approximately 2,500 feet west of the westerly line of Inwood Road, and containing approximately 0.7918 acres of land, which is the subject of Zoning Case No. Z012-302/8560-NW(WE); 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. Z012-302/8560-NW(WE).

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**

FEB 12 2003


City Secretary

APPROVED 
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

DEED RESTRICTIONS

RECEIVED
MAR 31 4:10:05
T. T. SECRETARY
DALLAS, TEXAS 75201
2199360
3721163 \$19.00 Deed
02/14/03

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, Aaron Rents, Inc. ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Thomas E. Manning Survey, Abstract No. 958, and in City Block 7928, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Victor Abraham, by deed dated December 30, 1997, and recorded in Volume 98001, Page 4548, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Being part of Trinity Industrial District, Installment No. 21, an addition to the City of Dallas, Dallas County, Texas, fronting on the north line of Stemmons Freeway, Interstate Highway 35E and being approximately 2,500 feet west of the westerly line of Inwood Road and as further described in Exhibit A attached, said tract of land containing 0.7918 acres of land.

II.

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

- No outside display of any vehicles is permitted in the area between the front property line and the front of the existing building.
- Vehicle display, sales and service is limited to boats.
- Servicing of boats is prohibited.
- Starting or operating any boat engine is limited to between the hours of 10:00pm and 8:00am.
- An eight-foot high solid screening fence is required along the east and west property lines extending from the rear property line to the rear face of the building or a projection thereof.
- Parking for a vehicle, display sales and service use is prohibited in the area between the front property line and the existing building.
- The following uses are prohibited:
 - Building repair and maintenance shop
 - Machinery, heavy equipment, or truck sales and services
 - Medical or scientific laboratory
 - Vehicle or engine repair or maintenance
 - Community service center
 - Lodging or boarding house
 - Ambulance service
 - Animal shelter or clinic with outside runs
 - Home improvement center; lumber, brick or building material sales yard
 - Outside sales
 - Pawn shop
 - Commercial bus station and terminal

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, "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 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 9th day of January, 2003.

Owner:
Aaron Rents, Inc.

By: [Signature]
Printed Name: MARIE ROBININ
Title: V.P. REAL ESTATE

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

N/A
Property Lienholder or Mortgagee

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
MADELEINE B. JOHNSON, City Attorney

By: *Kathy Bluff*
Assistant City Attorney

STATE OF Georgia
COUNTY OF Fulton

This instrument was acknowledged before me on this 9th day of, January 20 03 by

Marc S. Rogovin as Vice President, of Aaron Rents, Inc. a/an
[Name of Officer] [Title of Officer]

Georgia corporation, on behalf of said corporation.
[State of Incorporation]

(SEAL)



Deborah Griffin
Notary Public
My Commission Expires May 15, 2004
Notary Public, Douglas County, Georgia
(date)

My commission expires:

LEGAL DESCRIPTION

BEING 34,491 square feet or 0.7918 acre tract of land situated in the Thomas E. Manning Survey, Abstract No. 958, Dallas County, Texas and in City Block 7928 and being part of Trinity Industrial District, Installment No. 21, an addition to the City of Dallas, Dallas County, Texas according to the map thereof recorded in Volume 50, Page 59, Map Records of Dallas County, Texas, said tract being conveyed to R&R Properties by deed recorded in Volume 94075, Page 5299, Deed Records of Dallas County, Texas and said tract being the same as Parcel 7, Tracts A and B in deed to Earl Fain, Jr. and Earl Fain III recorded in Volume 78204, Page 2605, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a found $\frac{3}{4}$ inch iron rod for a corner in the north line of Stemmons Freeway, Highway 35E (a variable width right of way), said point being S 84 degrees 25 minutes 54 seconds E, a distance of 952.93 feet and S 85 degrees 43 minutes 55 seconds E, a distance of 120.38 feet from the intersection of the north line of Stemmons Freeway with the center line of the Channel of the Elm Fork of the Trinity River, said Point of Beginning being the southwest corner of said Parcel 7, Tract A and the southeast corner of a called 0.8021 acre tract of land conveyed to Alberto Gonzalez by deed recorded in Volume 86234, Page 5208, Deed Records of Dallas County, Texas;

THENCE N 01 degrees 24 minutes 20 seconds E, departing the north line of Stemmons Freeway and with the west line of said Parcel 7, Tract A and B and the east line of the said 0.8021 acre tract, a distance of 216.01 feet to a found $\frac{1}{2}$ inch iron rod for a corner, said point being the northwest corner of said Parcel 7, Tract B and in the south line of the Chicago and Rock Island Railroad (a 180 foot right of way);

THENCE S 88 degrees 35 minutes 40 seconds E, with the north line of said Parcel 7, Tract B and the south line of the Chicago and Rock Island Railroad, a distance of 165.00 feet to a found $\frac{1}{2}$ inch iron rod for a corner, said point being in the northwest corner of a called 0.833 acre tract of land conveyed to Michael Corman, et al, by deed recorded in Volume 74195, Page 1795, Deed Records, of Dallas County, Texas;

THENCE S 01 degree 24 minutes 20 seconds W, with the east line of said Parcel 7, Tract B and A and the west line of the said 0.833 acre tract, a distance of 220.00 feet to a found $\frac{1}{2}$ inch iron rod for a corner in the north line of Stemmons Freeway, said point being the southeast corner of said Parcel 7, Tract A and said point being westerly, a distance of 2,487.62 feet from the west line of Inwood Road;

030644

EXHIBIT A

THENCE N 88 degrees 35 minutes 40 seconds W, with the north line of Stemmons Freeway, a distance of 85.23 feet to a found concrete highway monument for an angle point;

THENCE N 85 degrees 43 minutes 55 seconds W, continuing with the north line of Stemmons Freeway, a distance of 79.87 feet to the Point of Beginning.

DEED RESTRICTIONS

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