

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for a CS Commercial Service District which was approved by the City Council on September 13, 1995 on Zoning Case #Z945-258/9891-S on property at the southwest corner of Jefferson Boulevard and Merrifield 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 CS Commercial Service District as described in Ordinance 22586.

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

OCT 25 1995


City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By 
Assistant City Attorney 10-23-95

APPROVED


HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

DEED RESTRICTIONS 95 NOV 30 AM 11:30 DEED 15.00
 A001 8401 0000000 5253 9:47AM 10/30/95 TOTL 15.00

THE STATE OF TEXAS }
 COUNTY OF DALLAS }

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, Asadollah Heidarian and Bruce B. Heydarian, (the "OWNERS"), are the owners of the following described property (the "PROPERTY") situated in Dallas County, Texas, being in particular a tract of land out of the Enoch Horton Survey, Abstract No. 613, being in City Block 8346, City of Dallas ("City"), Dallas County, Texas and being that same tract of land conveyed to the OWNERS by M. Val and Charlotte Wynne, by deed dated January 27, 1995 and recorded in Volume 95018, Page 05111, of the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

II.

The OWNERS do hereby impress all of the PROPERTY with the following deed restrictions ("restrictions"), to wit:

1. The only uses permitted on the PROPERTY are:
 - a. Any uses permitted in the Neighborhood Service [NS(A)] zoning district,
 - b. Vehicle display, sales and service uses.
2. The following uses are not permitted on the PROPERTY:
 - a. Vehicle or engine repair or maintenance.

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 OWNERS 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 OWNERS agree that these restrictions inure to the benefit of the City. The OWNERS hereby grant to 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 OWNERS agree that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the OWNERS agree 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 OWNERS agree 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 OWNERS 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," as amended, apply and are incorporated into this document as if recited in this document.

X.

The OWNERS understand and agree that this document shall be governed by the laws of the State of Texas.

XI.

The OWNERS certify and represent 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 of this instrument 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 2 day of October,
1995.

By: Asadollah Heydarian
Asadollah Heydarian

By: Bruce B. Heydarian
Bruce B. Heydarian

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE:

Property Lienholder or
Mortgagee

By: _____

Title: _____

APPROVED AS TO FORM:
SAM A. LINDSAY, City Attorney

By: John Rayner
Assistant City Attorney

953572

STATE OF Texas }
COUNTY OF Dallas }

This instrument was acknowledged before me on Oct
2, 1995 by Asadollah Heidarian.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2
day of Oct., 1995.



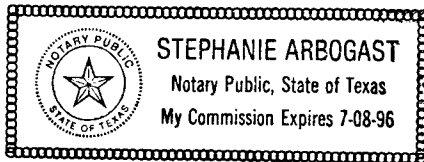
Stephanie Arbogast
Notary Public

My commission expires 7/8/96.

STATE OF Texas }
COUNTY OF Dallas }

This instrument was acknowledged before me on 2
October, 1995 by Bruce B. Heydarian.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2
day of October, 1995.



Stephanie Arbogast
Notary Public

My commission expires 7/8/96.