

November 10, 1999

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for a GR General Retail Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, which was approved by the City Council on November 10, 1999, on Zoning Case No. Z989-261/10949-NW(BP) on property on the northeast side of Lake Avenue, northwest of Kings 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 GR General Retail Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District as described in Ordinance 24095.

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 AS TO FORM:  
MADELEINE B. JOHNSON, City Attorney

By John Royce  
Assistant City Attorney

APPROVED BY  
CITY COUNCIL

NOV 10 1999

Shirley Gey  
City Secretary

APPROVED John Ham  
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, MEADOWS FOUNDATION INCORPORATED, a Texas non-profit corporation ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Lots 26 and 27, and a portion of Lots 11, 12, 13 and 14, Block 6/2289, "MAPLEWOOD ADDITION", an Addition to the City of Dallas, according to the Map recorded in Volume 2, Page 121, Map Records, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by STEPHEN F. SHAW, TRUSTEE, by deed dated September 14, 1984, and recorded in Volume 84184, Page 5996, in the Deed Records of DALLAS County, Texas, and being more particularly described as follows:

Please see EXHIBIT A attached hereto.

## II.

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

For any and all non-residential uses:

1. No vehicular ingress or egress shall be permitted onto the property from Lake Avenue.
2. The property shall be screened along the southwest and southeast property lines by either a solid fence, or by evergreen screening material. The solid fence must be not less than six feet in height. The solid fence may be constructed of masonry, stucco, or solid wood or any combination thereof. The evergreen screening material must be in accordance with the ordinance that governs Planned Development District No. 193, the Oak Lawn Special Purpose District. Plant materials used for the evergreen screening material must obtain a solid appearance and provide a visual barrier not less than six feet in height within three years of their initial planting.

Z989-261/10949-NW(BP)

**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 15th day of October, 1999.

MEADOWS FOUNDATION INCORPORATED, a  
Texas non-profit corporation

By Linda P. Evans  
Name LINDA P. EVANS  
Title President

APPROVED AS TO FORM:  
MADELEINE JOHNSON, City Attorney

By: *John Rogers*  
Assistant City Attorney

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 15th day of October, 1999, by *Linda P. Evans* as *President* of MEADOWS FOUNDATION, INCORPORATED, on behalf of said corporation.

*Annella A. Jones*  
Notary Public, State of Texas

My commission expires:  
*10/21/00*

**EXHIBIT A**

Lots 26 and 27, and a portion of Lots 11, 12, 13 and 14, Block 6/2289, "MAPLEWOOD ADDITION", an Addition to the City of Dallas, according to the Map recorded in Volume 2, Page 121, Map Records, Dallas County, Texas, described as follows:

BEGINNING at an iron rod at the South corner of said Lot 26, said point being in the Northeast line of Lake Avenue (50.0 feet wide) that is North 50° 32' 12" West, 550.0 feet from the point of intersection of the Northwest line of Kings Road with the Northeast line of said Lake Avenue;

THENCE North 50° 32' 12" West, along the Northeast line of said Lake Avenue, 155.27 feet to a point in Cedar Springs Branch;

THENCE Northwesterly and Northeasterly along said Cedar Springs Branch as follows:

1<sup>st</sup> North 16° 32' 00" West, 11.7 feet;

2<sup>nd</sup> North 62° 12' 00" East, 34.0 feet to an iron rod for a corner;

3<sup>rd</sup> North 12° 15' 00" West, 151.12 feet to an iron rod for a corner;

4<sup>th</sup> North 08° 27' 38" East, 26.63 feet to an iron rod for a corner in the Southwest line of Maple Avenue (variable width right-of-way);

THENCE Easterly along the Southwest line of said Maple Avenue as follows:

1<sup>st</sup> North 84° 36' 18" East, 74.67 feet to an iron rod at the beginning of a curve to the right that has a central angle of 31° 56' 03", a radius of 538.14 feet (the radial bearing at this point being South 05° 16' 46" West), and a tangent of 153.97 feet;

2<sup>nd</sup> around said curve to the right, 299.94 feet to an iron rod in the Southeast line of said Lot 11;

THENCE South 39° 27' 48" West, along the Southeast line of said Lot 11, 149.59 feet to an iron rod at the South corner of said Lot 11;

THENCE North 50° 32' 12" West, along the Southwest line of said Lot 11, 50.0 feet to the West corner of said Lot 11, an iron rod at the East corner of said Lot 26;

THENCE South 39° 27' 48" West, along the Southeast line of said Lot 26, 150.00 feet to the POINT OF BEGINNING.