

June 23, 1993

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 which was approved by the City Council on June 23, 1993, on Zoning Case #Z923-190/9380-N on property on the southeast side of Cole Avenue, southwest of Fitzhugh Avenue; 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 as described in Ordinance _____

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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

JUN 23 1993

Robert T. Stovall
City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *John R. ...*
Assistant City Attorney

APPROVED: *Michael K. ...*
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:

RECEIVED
1993 AUG 7 11:40
CITY CLERK
DALLAS TEXAS
ADD1 6554 0000000 1447 9:05AM 7/08/93

DEED 12.00
TOTL 12.00
7/08/93

I.

The undersigned, COLE FITZHUGH DEVELOPMENTS, INC., a Texas corporation (the "Owner"), is the owner of the following described property (the "Property"), being in particular a tract of land out of the W. B. Coats Survey, Abstract No. 237, City Block No. 1/1519, City of Dallas ("City"), Dallas County, Texas, and being a portion of the tract of land conveyed to Cole Fitzhugh Developments, Inc. by Hibernia National Bank in Texas, by deed dated September 4, 1992, and recorded in Volume 92175, Page 3885, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

II.

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

The Property may only be used for parking and/or as a playground area.

III.

These restrictions shall continue in full force and effect for a period of twenty (20) years after the date these restrictions are filed of record in the Deed Records of Dallas County, Texas, 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 otherwise 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

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Z923-190/9380-N

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," 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 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.

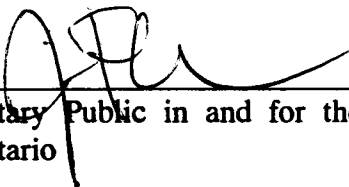
EXECUTED on this the 17th day of June, 1993.

COLE FITZHUGH DEVELOPMENTS, INC.
a Texas Corporation

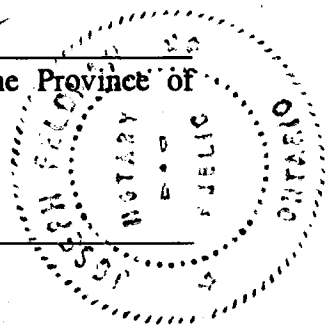
By: 
Larry A. Torkin, President

This instrument was acknowledged before me on June 17th, 1993, by LARRY A. TORKIN, President of COLE FITZHUGH DEVELOPMENTS, INC., a Texas corporation, on behalf of said corporation.

CITY OF TORONTO
PROVINCE OF ONTARIO


Notary Public in and for the Province of Ontario

JOSEPH FELDMAN
Notary Public



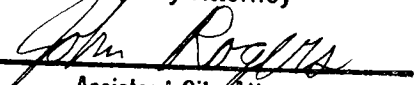
Approved as to form:
SAM LINDSAY, City Attorney
By 
Assistant City Attorney

EXHIBIT "A"
PROPERTY DESCRIPTION

BEING a tract of land situated in the W.B. COATS SURVEY, ABSTRACT NO. 237, City Block No. 1/1519, City of Dallas, DALLAS County, Texas and also being all of two tracts as recorded in a Substitute Trustee's Deed recorded in Volume 88238, Page 3176, Deed Records of DALLAS County, Texas and also in a Quit Claim Deed to BancTEXAS Dallas as recorded in Volume 89226, Page 2036, Deed Records, DALLAS County, Texas and also being all of Lot 20, City Block No. 1/1519 of the MIERS COLE & MCKINNEY AVENUE ADDITION, SECTION TWO, as recorded in Volume 89248, Page 316, Deed Records, DALLAS County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{1}{4}$ inch iron rod found for corner at the Northwest corner of Lot 9, Block 1/1519, Miers Cole & McKinney Avenue Addition as recorded in Volume 1, Page 439, Map Records, DALLAS County, Texas, said iron rod also being in the Southeasterly Right-of-Way line of Cole Avenue as dedicated per Miers Cole & McKinney Avenue Addition;

THENCE North 24 degrees 00 minutes 00 seconds East following the Southeasterly Right-of-Way line of said Cole Avenue a distance of 100.00 feet to a $\frac{3}{8}$ inch iron rod found for corner;

THENCE South 65 degrees 37 minutes 12 seconds East a distance of 187.21 feet to a iron rod found for corner, said iron rod being in the Northwesterly Right-of-Way line of a 15 foot alley as dedicated per said Miers Cole & McKinney Avenue Addition;

THENCE South 24 degrees 00 minutes 00 seconds West following the Northwesterly Right-of-Way line of said 15 foot alley a distance of 100.00 feet to a $\frac{1}{4}$ inch iron rod found for corner, said iron rod being at the Northeast corner of said Lot 9;

THENCE North 65 degrees 21 minutes 56 seconds West following the North line of said Lot 9 a distance of 187.21 feet to the POINT OF BEGINNING AND CONTAINING 18,721 square feet or 0.430 acres of land.

BUI.:SWD.COLE

92175 3888

93131 1508