

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an O-2 Office Subdistrict within Planned Development District No. 193 which was approved by the City Council on January 10, 1996, on Zoning Case #Z945-294/9933-N on property on McKinney Avenue and Cole Avenue, northeast 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 an O-2 Office 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 as to form:
SAM LINDSAY, City Attorney

By *John Rogers*
Assistant City Attorney 1-9-96

**APPROVED BY
CITY COUNCIL**

JAN 10 1996

Robert T. Brown
City Secretary

APPROVED *Chunyu J. Brown* APPROVED _____ APPROVED _____
HEAD OF DEPARTMENT DIRECTOR OF FINANCE CITY MANAGER

DEED RESTRICTIONS

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

I.

The undersigned, THE HOPE COTTAGE ADOPTION CENTER, a Texas corporation (the "Owner") is the owner of the following described property (the "Property"), being in particular Lots 3 and 14, City Block B/1524, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to it by 4209 McKinney Building, LTD, by deed dated March 1, 1978, and recorded in Volume 78043, Page 2245 in the Deed Records of Dallas County and being that same tract of land conveyed to it by Lloyd Enterprises by deed dated August 1, 1983, and recorded in Volume 83160, Page 0720 in the Deed Records of Dallas County and being more particularly describes as follows:

All of Lots 3 and 14 in City Block B/1524, fronting approximately 75 feet on the northwest line of McKinney Avenue, beginning at a point approximately 130.35 feet northeast of the northeast line of Fitzhugh Avenue, and fronting approximately 75 feet on the southeast line of Cole Avenue, beginning at a point approximately 147.31 feet northeast of the northeast line of Fitzhugh avenue, and containing approximately 28,500 square feet of land.

II.

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

- A. The maximum height of any building is 42 feet . Height means the vertical distance from grade to the highest point of the structure.
- B. The maximum floor area ratio is 2.0 square feet of building area to 1.0 square foot of land.
- C. The following uses are not permitted on the Property:
 - 1. Residential Uses
 - Overnight general purpose shelter

2. Utility and Service Uses
 - Commercial radio or television transmitting station
 - Sewage treatment plant
3. Community Services Uses
 - Halfway house
4. Medical Uses
 - Medical or scientific laboratory
5. Bar and Restaurant Uses
 - Bar, lounge or tavern
 - Private club
 - Dance hall
6. Motor Vehicle Related Uses
 - Service station

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 an additional period 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 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. 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. 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. 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 Planned Development District No. 193 (the Oak Lawn Special Purpose District) 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 mortgagors 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 8th day of January, 1996.

The Hope Cottage Adoption Center - Owner

By: Aileen Edgington
Printed Name: Aileen Edgington
Title: Executive Director

CONSENT AND CONCURRENCE OF
MORTGAGEE OR LIENHOLDER

Property Lienholder

By: _____
Printed Name: _____
Title: _____

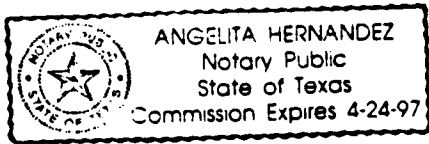
APPROVED AS TO FORM:
SAM A. LINDSAY, City Attorney

By: John Rogers
Assistant City Attorney

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on December 8, 1996 by Aileen Edgington, Executive Director of The Hope Cottage Adoption Center a Texas corporation, on behalf of said corporation.



Angelita Hernandez
Name
Secretary
Title

My Commission expires: 4-24-97

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