

WHEREAS, deed restrictions were volunteered in conjunction with a request for a GR General Retail Subdistrict on property within Planned Development District No. 193, the Oak Lawn Special Purpose District, which was approved by the City Council on July 24, 1985 on Zoning Case No. Z845-140/4143-N on property on the east side of Travis Street, north of Fitzhugh Avenue; and

WHEREAS, application has been made to amend the deed restrictions as part of Zoning File No. Z967-240/10336-C(LS);

WHEREAS, the City Council at a public hearing on October 8, 1997 approved the amendment to the deed restrictions in accordance with the recommendation of the City Plan Commission; and

WHEREAS, an instrument providing for the amendment to said deed restrictions has 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.

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 08 1997

Robert Brown
City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *Samuel H. Cinetha*
Assistant City Attorney

APPROVED *[Signature]*
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

FIRST AMENDMENT TO DEED RESTRICTIONS

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

I

That the undersigned, KWIK INDUSTRIES, INC., a Texas corporation, purchased from TRAVIS FITZHUGH LIMITED PARTNERSHIP, a Texas limited partnership, certain property, TRACTS I and II, "the Property", described in a Special Warranty Deed recorded in Volume 97150 Page 5369, Deed Records of Dallas County, Texas, a true and correct copy of which is attached hereto as Exhibit A and made a part hereof for all purposes.

That KWIK INDUSTRIES, INC. conveyed a portion of the Property, TRACT I, to JOE T. STARKEY, II DBA DRY CLEAN SUPER CENTER ON FITZHUGH by General Warranty Deed recorded in Volume 97150 Page 5387, Deed Records of Dallas County, Texas, a true and correct copy of which is attached hereto as Exhibit B and made a part hereof for all purposes.

II

That the Property (TRACTS I and II) was impressed with certain deed restrictions ("Original Restrictions") as shown in an instrument dated July 9, 1985, signed by John D. Pearce President of Carlisle Property Company, the former Owners of said Property, and recorded in Volume 85171, Page 4650, of the Deed Records of Dallas County, Texas, a true and correct copy of which is attached to this instrument as Exhibit "C" and made a part of this instrument.

III

That the Owners of TRACT I (STARKEY) and TRACT II (KWIK) do hereby amend the following restrictions: the first number 1 and the second number 1, and delete number 4 of the Original Restrictions to read as follows:

1. No structure constructed on the ~~property~~ Entire Tract may contain more than four (4) occupied floors. The maximum height of any structure may not exceed seventy-two (72) feet in height, as defined in the Dallas Development Code, as amended;

2. Development is limited to a maximum of fifty thousand (50,000) square feet of floor area, as defined by the Dallas Development Code, as amended;

3. No bar, lounge or tavern uses, as defined by the Dallas Development Code, as amended, are permitted on the property; and

~~4. Development of the property must generally conform to the site plan and rendering attached hereto as Exhibits "B" and "C", respectively, and incorporated herein for all purposes. Notwithstanding anything herein to the contrary, the site plan shall conform to all of the requirements of the City of Dallas, Texas.~~

54. No vehicular access is permitted between the property and the alley to the east.

That the undersigned does hereby impress nine thousand (9,000) square feet of the Entire Tract, being more particularly described in Exhibit "D" (attached hereto and incorporated herein for all purposes, hereinafter referred to as the "Subject Tract," with the following deed restrictions, to wit:

1. No above-grade structure, other than a dumpster with screening and the screening fence referred to in paragraph 2 below may be constructed on the Subject Tract. Use of the Subject Tract is limited to surface and below grade parking; and

2. A solid screening fence with a minimum height of six (6) feet must be constructed along the north and east boundary line of the Subject Tract, unless prohibited by the City of Dallas, Texas.

IV

That the preceding amendment was made following notice and public hearing before the City Plan Commission and City Council of the City as required in the Original Restrictions, and notice of such public hearing was given as would have been required by law for a zoning change on the Property. The Owners must file this 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 becomes effective.

V

That the Owners certify and represent that there are no liens or mortgages, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

VI

That the invalidation of any provision in 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.

VII

That it is expressly stipulated and understood that the preceding amendment of restriction number(s) one, four, and the second number one accomplished hereby shall in no manner operate to impair or reduce the enforceability of the Original Restrictions, as originally written, and that all restrictions and provisions contained in the deed restriction instrument dated July 9, 1985, and recorded in Volume 85171, Page 4650 of the Deed Records of Dallas County, Texas, shall remain in full force and effect except as amended by Paragraph III of this instrument. Furthermore, it is expressly stipulated and understood that all provisions contained in the aforementioned deed restriction instrument apply to this instrument as if recited herein.

EXECUTED at the City of Dallas, Dallas County, Texas, this 2nd day of Sept, 1997.

Joe T. Starkey II
JOE T. STARKEY, II
D/B/A DRY CLEAN SUPERCENTER ON FITZHUGH

KWIK INDUSTRIES, INC.

By: Ray Ellis
RAY ELLIS, President

CONSENT AND CONCURRENCE OF LIENHOLDERS/MORTGAGEES

INDEPENDENCE FUNDING CO., LLC
Lienholder/Mortgagee for Tract I

By: Stuart A. Mitchell
Printed Name: Stuart A. Mitchell
Title: Controller

STATE BANK AND TRUST COMPANY, DALLAS
Lienholder for Tract II

By: Chire K. Therneau
Printed Name: Chire K. Therneau
Title: Assistant Vice President

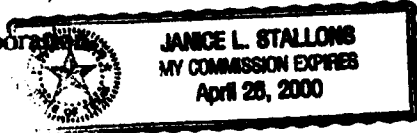
APPROVED AS TO FORM:

SAM A. GINDSAY, City Attorney

By: Clement H. Osimetha
Assistant City Attorney
Printed Name: CLEMENT H. OSIMETHA
Date: 9/3/97

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on September 2nd by
RAY ELLIS, President of KWIK INDUSTRIES, INC., a Texas corporation, on behalf of
such corporation



Janice L. Stallons
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

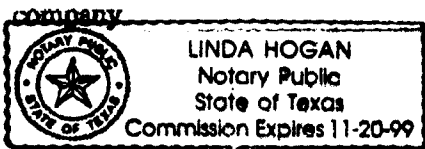
This instrument was acknowledged before me on September 2nd by



JOE T. STARBUCK
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

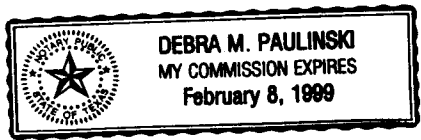
This instrument was acknowledged before me on September 2 1997, by
Strand Mitchell, Controller of INDEPENDENCE
FUNDING CO., LLC, a Texas Limited Liability Company on behalf of said limited liability
company



Linda Hogan
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on September 2, 1997,
by Claire Therneau, Assistant Vice President
of **STATE BANK AND TRUST COMPANY, DALLAS,** a
Texas Corporation, on behalf of said
Corporation.



Debra M. Paulinski
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

KWIK INDUSTRIES, INC.
Attn.: Mr. Sid Hollingsworth
4725 Nall Road
Dallas, Texas 75244

CERTIFICATE OF INCUMBENCY


To Whom It May Concern:

This letter will serve as proof that Claire K. Therneau, Assistant Vice President, is an officer with State Bank and Trust Company, Dallas, and as such has the authority to sign on behalf of same.

In addition, this Certificate will serve as a Certificate of Authenticity of Ms. Therneau's signature.

State Bank and Trust Company, Dallas

(encl)

By: 
Mark E. Channels
Cashier/Senior Vice President

Certificate of Incumbency (INCUMBER)

STATE BANK & TRUST

8214 Westchester Dallas, Texas 75225

(214) 987-7400

973242

 **Independence Funding Co., LLC**
The Small Business Lending Specialists

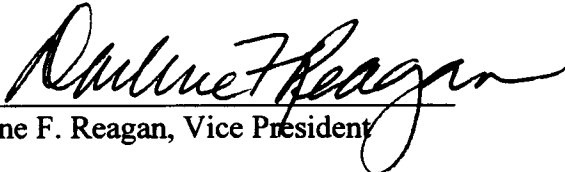
September 3, 1997

RE: First Amendment to Deed Restrictions
Travis Fitzhugh (Tract I)

TO WHOM IT MAY CONCERN:

As an officer of Independence Funding Company, LLC, I hereby state that Stuart Mitchell does hold the capacity of Controller in our company and is authorized to execute documents on behalf of Independence Funding Company, LLC.

Independence Funding Company, LLC

By 
Darlene F. Reagan, Vice President

Date 9/3/97

973242

Vol 4712
Pg 5369
GF #9704027LZ
Filed 8-4-97

SPECIAL WARRANTY DEED

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS)

THAT TRAVIS FITZHUGH LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid in cash to Grantor by the Grantee herein, and the further consideration of the execution and delivery of that one certain Promissory Note of even date herewith in the original principal amount of TWO HUNDRED FIFTY-TWO THOUSAND and NO/100 DOLLARS (\$252,000.00) (the "Note"), payable to STATE BANK AND TRUST COMPANY, DALLAS (the "Lender"), the payment of which Note is secured by a Deed of Trust of even date to Kevin R. Griffin, Trustee, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto KWIK INDUSTRIES, INC., a Texas corporation (herein referred to as "Grantee"), whose mailing address is 4725 Nail Road, Dallas, Texas 75244, all of the following described improved property (the "Property"), situated in the City of Dallas, Dallas County, Texas, to-wit:

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

THIS CONVEYANCE IS MADE SUBJECT TO those matters set forth herein and on Exhibit "B", attached hereto and made a part hereof for all purposes.

There having been a proper proration made between Grantor and Grantee, Grantee hereby assumes and agrees to pay all ad valorem taxes pertaining to the Property for calendar year 1997 and subsequent years.

GRANTEE UNDERSTANDS AND AGREES THAT GRANTOR ACQUIRED THE PROPERTY FOR INVESTMENT PURPOSES AND THAT GRANTOR HAS NOT OCCUPIED THE PROPERTY. GRANTOR SHALL CONVEY THE PROPERTY AND GRANTEE SHALL TAKE AND ACQUIRE THE PROPERTY AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE PROPERTY; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE PROPERTY; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (v) ANY CONDITIONS WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL OR OTHERWISE (vi) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, CONDITION, MAKE, MODEL, COMPOSITION, AUTHENTICITY OR AMOUNT OF THE PROPERTY; (vii) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (viii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (ix) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER.

TO HAVE AND TO HOLD the Property and all improvements located thereon, together with all and singular the rights and appurtenances thereto, and in anywise belonging unto the said Grantee, Grantee's successors and assigns, forever; and Grantor does hereby bind itself, and its successors, to Warrant and Forever Defend all and singular the Property unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

RESERVATION OF VENDOR'S LIEN AND SUPERIOR TITLE

BUT IT IS EXPRESSLY AGREED that Grantor herein reserves for Lender a Vendor's Lien and Superior Title in and to the Property until the aforesaid Note has been fully paid in accordance with its terms, at which time this Warranty Deed shall become absolute; and Grantor hereby transfers unto Lender, its successors and assigns, the Vendor's Lien and Superior Title to the Property in the same manner and to the same extent as if the Note had been executed in favor of Grantor and assigned by Grantor to Lender without recourse.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed effective as of the 22nd day of July, 1997

(CONTINUED)



ACCEPTED AND AGREED:

GRANTEE:

KWIK INDUSTRIES, INC., a Texas corporation

BY: Ray Ellis
Name: Ray Ellis
Title: President

GRANTOR:

TRAVIS FITZHUGH LIMITED PARTNERSHIP, a Texas limited partnership

BY: FITZHUGH TRAVIS, L.L.C., a Texas limited liability company, its General Partner

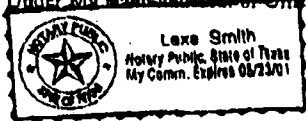
By: [Signature]
ALAN P. McDONALD, Managing Member

(ACKNOWLEDGMENTS)

STATE OF TEXAS)
COUNTY OF DALLAS)

This instrument was acknowledged before me by ALAN P. McDONALD, Managing Member of FITZHUGH TRAVIS, L.L.C., a Texas limited liability company, General Partner of TRAVIS FITZHUGH LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Given Under My Hand and Seal of Office this the 23rd day of July, 1997.



[Signature]
Notary Public for the State of Texas

My Commission Expires:

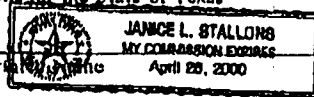
Notary's Printed Name

STATE OF TEXAS)
COUNTY OF DALLAS)

This instrument was acknowledged before me by Ray Ellis, President of KWIK INDUSTRIES, INC., a Texas corporation, on behalf of said corporation.

Given Under My Hand and Seal of Office this the 24th day of July, 1997.

[Signature]
Notary Public for the State of Texas



My Commission Expires:

Notary's Printed Name

PREPARED IN THE LAW OFFICE OF:

James P. Lazar, P.C.
5949 Sherry Lane, Suite 111
Dallas, Texas 75225

AFTER RECORDING RETURN TO:

Commonwealth Land Title Company
5949 Sherry Lane, Suite 111
Dallas, Texas 75225

TRACT I

BEING a tract of land situated in the W. B. Coats Survey, Abstract No. 237, and being a portion of Lots 14, 16 and 17, Block C/1523 of the Cockrell Fairland Addition to the City of Dallas, Dallas County, Texas as recorded in Volume 142, Page 382 of the Map Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch rod found in the southeast line of Travis Street a 60 foot right-of-way and being in the northeast line of Fitzhugh Avenue a variable width right-of-way and being the northwesterly corner of said Lot 17 of the Cockrell Fairland Addition;

THENCE South 65 degrees 01 minutes 51 seconds East, along the northeast line of said N. Fitzhugh Avenue a distance of 88.00 feet to a 1/2 inch iron rod with plastic cap stamped R.P.L.S. No. 3688 set for the POINT OF BEGINNING;

THENCE North 25 degrees 00 minutes 00 seconds East through the interior of said Lots 17, 16 and a portion of Lot 14, in Block C/1523, a distance of 200.00 feet to a 1/2 inch iron rod with plastic cap stamped R.P.L.S. No. 3688 set for corner;

THENCE South 65 degrees 01 minutes 51 seconds East, through the interior of said Lot 14, of the Cockrell Fairland Addition a distance of 91.86 feet to a 1/2 inch iron rod with plastic cap stamped R.P.L.S. No. 3688 set for corner, said point being in the northwest line of a 20 feet alley;

THENCE South 25 degrees 00 minutes 00 seconds West, along the northwest line of said 20 feet alley a distance of 200.00 feet to a 1/2 inch iron rod with plastic cap stamped R.P.L.S. No. 3688 for corner;

THENCE North 65 degrees 01 minutes 51 seconds West along the northeast right-of-way line of said Fitzhugh Avenue, same being the southwest line of said Lot 17 a distance of 91.86 feet to the point of beginning and containing 18,372 square feet or 0.422 acres of land more or less.

TRACT II

Being a tract of land situated in the W. B. Coats Survey, Abstract No. 237, and being a portion of Lots 14, 16 and 17, Block C/1523 of the Cockrell Fairland Addition to the City of Dallas, Dallas County, Texas as recorded in Volume 142, Page 382 of the Map Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the southeast line of Travis Street a 60 foot right-of-way and being in the northeast line of Fitzhugh Avenue a variable width right-of-way and being the northwesterly corner of said Lot 17 of the Cockrell Fairland Addition;

THENCE North 25 degrees 00 minutes 00 seconds East, along the southeast right-of-way line of said Travis Street a distance of 200.00 feet to a 1/2 inch iron rod set with plastic cap stamped R.P.L.S. No. 3688 for corner;

THENCE South 65 degrees 01 minutes 51 seconds East, through the interior of said Lot 14, of the Cockrell Fairland Addition a distance of 88.00 feet to a 1/2 inch iron rod set with plastic cap stamped R.P.L.S. No. 3688 for corner;

THENCE South 25 degrees 00 minutes 00 seconds West through the interior of said Lots 17, 16 and Lot 14, in Block C/1523, a distance of 200.00 feet to a 1/2 inch iron rod set with plastic cap stamped R.P.L.S. No. 3688 for corner, said point being in the northeast right-of-way line of said Fitzhugh Avenue, said point being in the southwest line of said Lot 17, Block C/1523;

THENCE North 65 degrees 01 minutes 51 seconds West along the northeast right-of-way line of said Fitzhugh Avenue, same being the southwest line of said Lot 17 a distance of 88.00 feet to the point of beginning and containing 17,600 square feet or 0.404 acres of land more or less.

- 1 Restrictions recorded in Volume 85171, Page 4650, and Volume 903, Page 491, of the Deed Records of Dallas County, Texas.
- 2 Standby taxes, taxes and assessments by any taxing authority for the year 1997 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
- 3 Rights of parties in possession.

Vol 97150
Pg 5387
GF #970402771
Filed 8-4-97
973242

GENERAL WARRANTY DEED

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS)

THAT KWIK INDUSTRIES, INC. (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid in cash to Grantor by the Grantee herein, and the further consideration of the execution and delivery of that one certain Promissory Note of even date herewith in the original principal amount of ONE MILLION and NO/100 DOLLARS (\$1,000,000.00) (the "Note"), payable to INDEPENDENCE FUNDING COMPANY, LLC (the "Lender"), the payment of which Note is secured by a Deed of Trust of even date to Charles P. Bell, Jr., Trustee, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto JOE T. STARKEY, II DBA DRY CLEAN SUPER CENTER ON FITZHUGHII (herein referred to as "Grantee"), whose mailing address is 4925 St. James Court, Mesquite, Texas 75150, all of the following described improved property (the "Property"), situated in the City of Dallas, Dallas County, Texas, to-wit:

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

THIS CONVEYANCE IS MADE SUBJECT TO those matters set forth herein and on Exhibit "B", attached hereto and made a part hereof for all purposes.

There having been a proper proration made between Grantor and Grantee, Grantee hereby assumes and agrees to pay all ad valorem taxes pertaining to the Property for calendar year 1997 and subsequent years.

TO HAVE AND TO HOLD the Property and all improvements located thereon, together with all and singular the rights and appurtenances thereto, and in anywise belonging unto the said Grantee, Grantee's heirs and assigns, forever; and Grantor does hereby bind itself, and its successors, to Warrant and Forcver Defend all and singular the Property unto the said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

RESERVATION OF VENDOR'S LIEN AND SUPERIOR TITLE

BUT IT IS EXPRESSLY AGREED that Grantor herein reserves for Lender a Vendor's Lien and Superior Title in and to the Property until the aforesaid Note has been fully paid in accordance with its terms, at which time this Warranty Deed shall become absolute; and Grantor hereby transfers unto Lender, its successors and assigns, the Vendor's Lien and Superior Title to the Property in the same manner and to the same extent as if the Note had been executed in favor of Grantor and assigned by Grantor to Lender without recourse.

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed on the 22nd day of July, 1997.

KWIK INDUSTRIES, INC.

By: Ray Ellis
Name: Ray Ellis
Title: President

(ACKNOWLEDGMENT PAGE FOLLOWS)



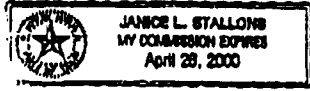
(ACKNOWLEDGMENTS)

973242

STATE OF TEXAS)
COUNTY OF Dallas)

This instrument was acknowledged before me by Ran Ellis, President
of KWIK INDUSTRIES, INC. a Texas
corporation, on behalf of said corporation.

Given Under My Hand and Seal of Office this the 22 day of July, 1997.



Janice L. Stallone
Notary Public for the State of Texas

My Commission Expires:

Notary's Printed Name

PREPARED IN THE LAW OFFICE OF:

James P. Lazar, P.C.
5949 Sherry Lane, Suite 111
Dallas, Texas 75225

AFTER RECORDING RETURN TO:

Commonwealth Land Title Company
5949 Sherry Lane, Suite 111
Dallas, Texas 75225

Being a tract of land situated in the W. B. Coats Survey, Abstract No. 217, and being a portion of Lots 14, 16 and 17, Block C/1523 of the Cockrell Fairland Addition to the City of Dallas, Dallas County, Texas as recorded in Volume 142, Page 382 of the Map Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found in the southeast line of Travis Street a 60 foot right-of-way and being the northeast line of Fitzhugh Avenue a variable width right-of-way and being the northwesterly corner of said Lot 17 of the Cockrell Fairland Addition;

THENCE South 65 degrees 01 minutes 51 seconds East, along the northeast line of said N. Fitzhugh Avenue a distance of 88.00 feet to a 1/2 inch iron rod with plastic cap stamped R.P.L.S. No. 3688 set for the POINT OF BEGINNING;

THENCE North 25 degrees 00 minutes 00 seconds East through the interior of said Lots 17, 16 and a portion of Lot 14, in Block C/1523, a distance of 200.00 feet to a 1/2 inch iron rod with plastic cap stamped R.P.L.S. No. 3688 set for corner;

THENCE South 65 degrees 01 minutes 51 seconds East, through the interior of said Lot 14, of the Cockrell Fairland Addition a distance of 91.86 feet to a 1/2 inch iron rod with plastic cap stamped R.P.L.S. No. 3688 set for corner, said point being in the northwest line of a 20 feet alley;

THENCE South 25 degrees 00 minutes 00 seconds West, along the northwest line of said 20 feet alley a distance of 200.00 feet to a 1/2 inch iron rod with plastic cap stamped R.P.L.S. No. 3688 set for corner;

THENCE North 65 degrees 01 minutes 51 seconds West along the northeast right-of-way line of said Fitzhugh Avenue, same being the southwest line of said Lot 17 a distance of 91.86 feet to the point of beginning and containing 18,372 square feet or 0.422 acres of land more or less.

852376

973242

DEED RESTRICTIONS

9411

29.00 DEED
1 08/30/85

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, CARLISLE PROPERTY COMPANY, a Texas corporation, is the owner of the following described property situated in Dallas County, Texas, being in particular a 36,000 sq. ft. tract of land out of the Cockrells Fairland Addition to the City of Dallas, Dallas County, Texas, recorded in Vol. 95, Page 624, of the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit "A" (attached hereto and incorporated herein for all purposes) and hereinafter referred to as the "Entire Tract."

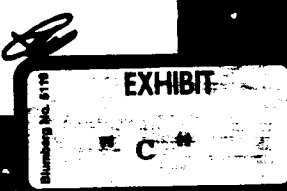
That the undersigned, CARLISLE PROPERTY COMPANY, does hereby impress the Entire Tract with the following deed restrictions, to-wit:

1. No structure constructed on the property may contain more than four (4) occupied floors. The maximum height of any structure may not exceed seventy-two (72) feet in height, as defined in the Dallas Development Code, as amended;
2. Development is limited to a maximum of fifty thousand (50,000) square feet of floor area, as defined by the Dallas Development Code, as amended;
3. No bar, lounge or tavern uses, as defined by the Dallas Development Code, as amended, are permitted on the property; and
4. Development of the property must generally conform to the site plan and rendering attached hereto as Exhibits "B" and "C," respectively, and incorporated herein for all purposes. Notwithstanding anything herein to the contrary, the site plan shall conform to all of the requirements of the City of Dallas, Texas.
5. No vehicular access is permitted between the property and the alley to the east.

That the undersigned does hereby impress nine thousand (9,000) square feet of the Entire Tract, being more particularly described in Exhibit "D" (attached hereto and incorporated herein for all purposes), hereinafter referred to as the "Subject Tract," with the following deed restrictions, to-wit:

1. No above-grade structure may be constructed on the Subject Tract. Use of the Subject Tract is limited to surface and below-grade parking; and
2. A solid screening fence with a minimum height of six (6) feet must be constructed along the north and east boundary line of the Subject Tract, unless prohibited by the City of Dallas, Texas.

3045-146/4143-N



852376
973242

These restrictions shall continue in full force and effect for a period of twenty-five (25) years from the date of execution, and shall automatically be extended for additional periods of ten (10) years unless terminated in the manner specified herein.

These restrictions shall not be altered, amended or terminated without a public hearing before the City Plan Commission and the City Council of the City of Dallas. Notice of such public hearings shall be given as would be required by law for a zoning change on the property described herein.

The restrictions contained herein are not in any manner intended to restrict the right of the City Council of the City of Dallas to exercise its legislative duties and powers insofar as zoning of the property is concerned.

These restrictions inure to the benefit of the City of Dallas, and the undersigned owners hereof do grant to the City of Dallas the right to prosecute, at law and in equity, against the person violating or attempting to violate such restrictions, either to prevent him from so doing and to correct such violation and for further remedy, the City of Dallas may withhold the Certificate of Occupancy necessary for the lawful use of the property until such restrictions described herein are fully complied with.

These restrictions are hereby declared covenants running with the land and shall be fully binding upon the persons acquiring property within the described tract and any person by acceptance of title to any of the described property shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants.

CARLISLE PROPERTY COMPANY

By:

Its: 

Approved as to form:
ANGELINE MUNCY, City Attorney

By: 

Assistant City Attorney

852376
973242

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared John D. Peasley President of CARLISLE PROPERTY COMPANY, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CARLISLE PROPERTY COMPANY, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of July 1985.



Steven J. Tennery
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
STEVEN J. TENNERY
(Printed Name of Notary)

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EXHIBIT "A"

Tract 1:

BEING Lots 16 and 17 in Block "C," City Block 1823 of COCKRELLS FAIRLAND ADDITION, an Addition to the City of Dallas, Dallas County, Texas, according to the Revised Map thereof, recorded in Volume 142, Page 282, Deed Records, Dallas County, Texas.

Tract 2:

BEING the Southwesterly 80.0 feet of Lot No. 14 of Block C/1823 of COCKRELLS FAIRLAND, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof, recorded in Volume 96, Page 624, Deed Records, Dallas County, Texas, and described more particularly as follows:

BEGINNING at a point in the Southeastery line of Travis Street, which point is North 23 degrees 28 minutes East, a distance of 180.0 feet from the intersection of the said line of Travis Street with the Northeastery line of North Fitzhugh Avenue;

THENCE continuing with the said line of Travis Street, North 23 degrees 28 minutes East, a distance of 80.0 feet to a point for corner;

THENCE South 66 degrees 32 minutes East, and parallel to said line of Travis Street, a distance of 100.0 feet to a point for corner in the Northeastery line of a 20 foot wide alley;

THENCE South 23 degrees 28 minutes West, and with said alley line and also parallel to said line of Travis Street, a distance of 80.0 feet to a point for corner;

THENCE North 66 degrees 32 minutes West, and parallel to the said line of North Fitzhugh Avenue, a distance of 100.0 feet to the PLACE OF BEGINNING and containing 9,000 square feet of land.

EXHIBIT "A" - Page Sole

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FUSCH-BEROLD & PARTNERS AIA
FUSCH BEROLD
8504 LUTHER LN • SUITE 300 • DALLAS, TEXAS 75223 • (214) 696-0132



EXHIBIT "B"

85171 4654

973242

107	
LOT COVERAGE	88 X

ALLEY

0 20 10 17 200.0

95171. 4655

3242

5290 SF

ALLEY

ALLEY

LINE OF OFFICE ABOVE

6 ABOVE

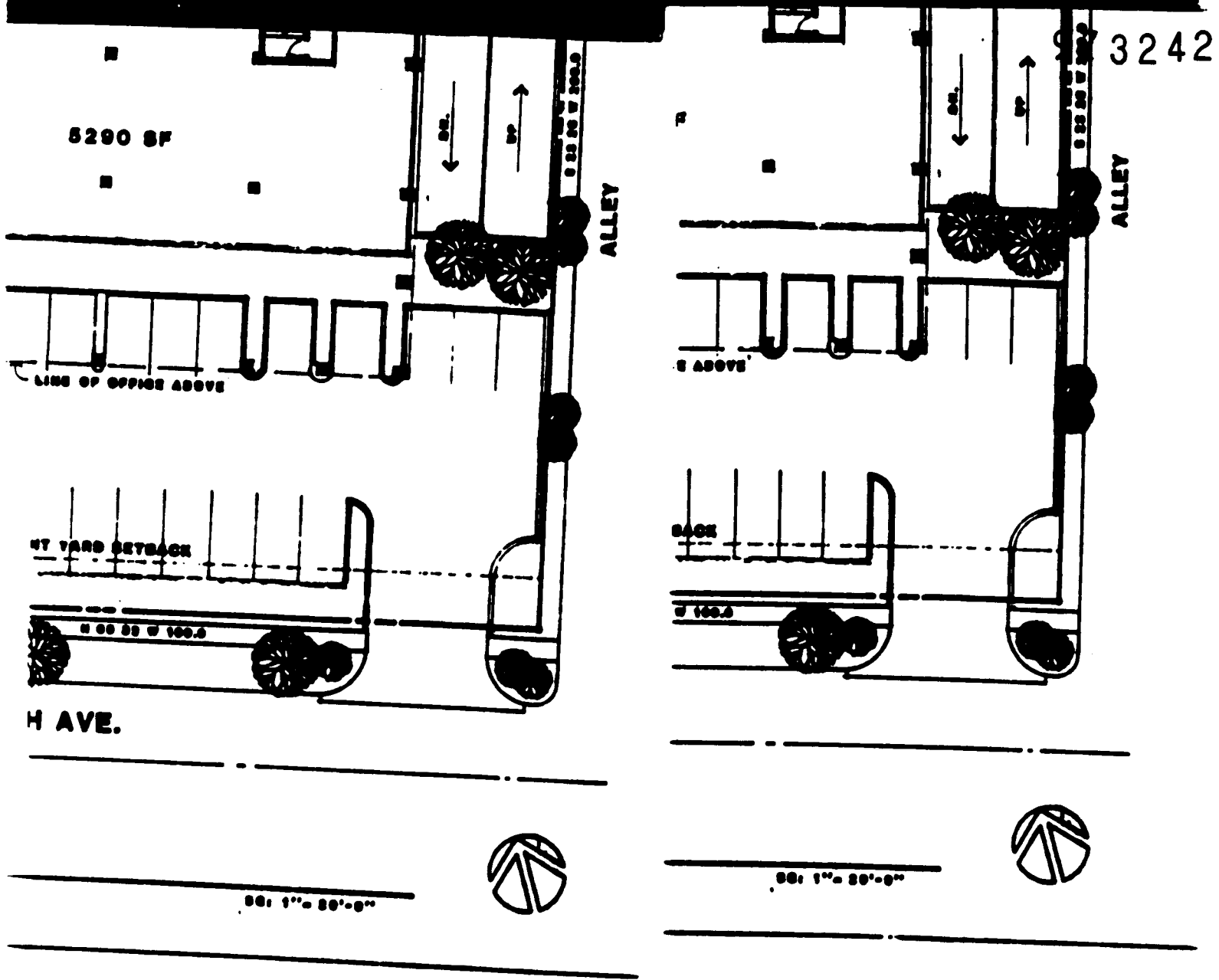
47 YARD SETBACK

BACK

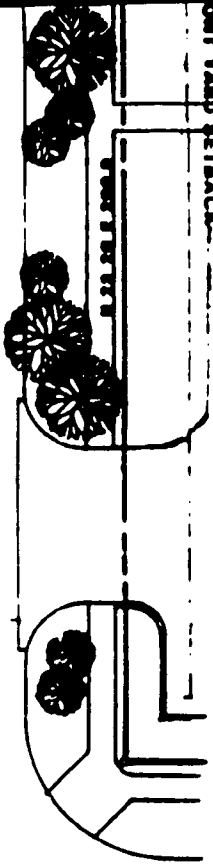
H AVE.

SC: 1" = 20'-0"

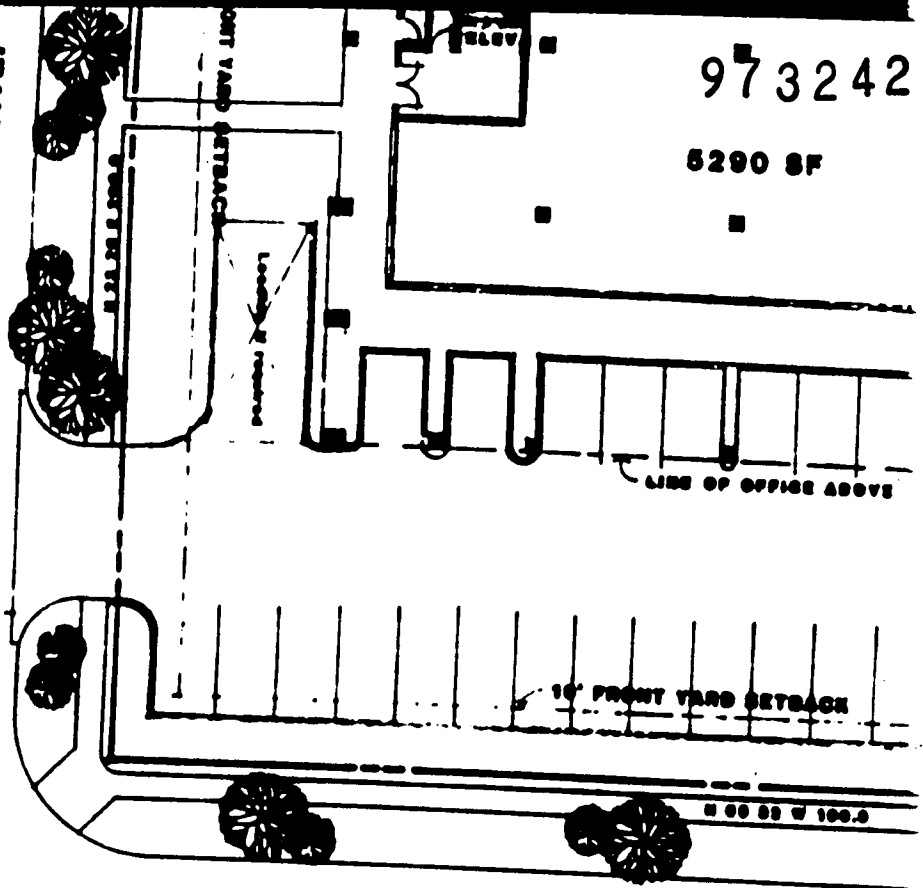
SC: 1" = 20'-0"



TRAVIS AVE.



TRAVIS AVE.



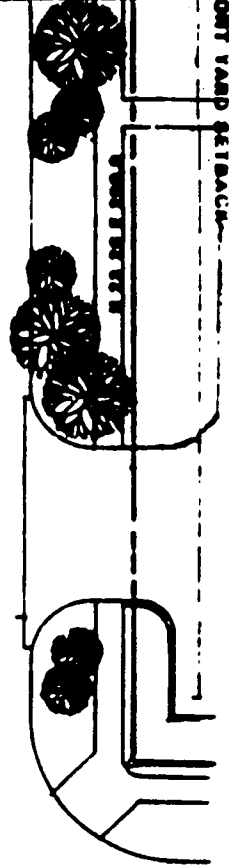
FITZHUGH AVE.

SITE PLAN

SITE PLAN

35071 4656

TRAVIS AVE.



SITE PLAN

95171 4657

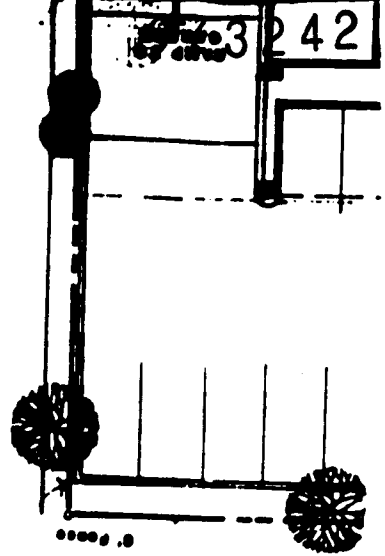
4370
4370

973242

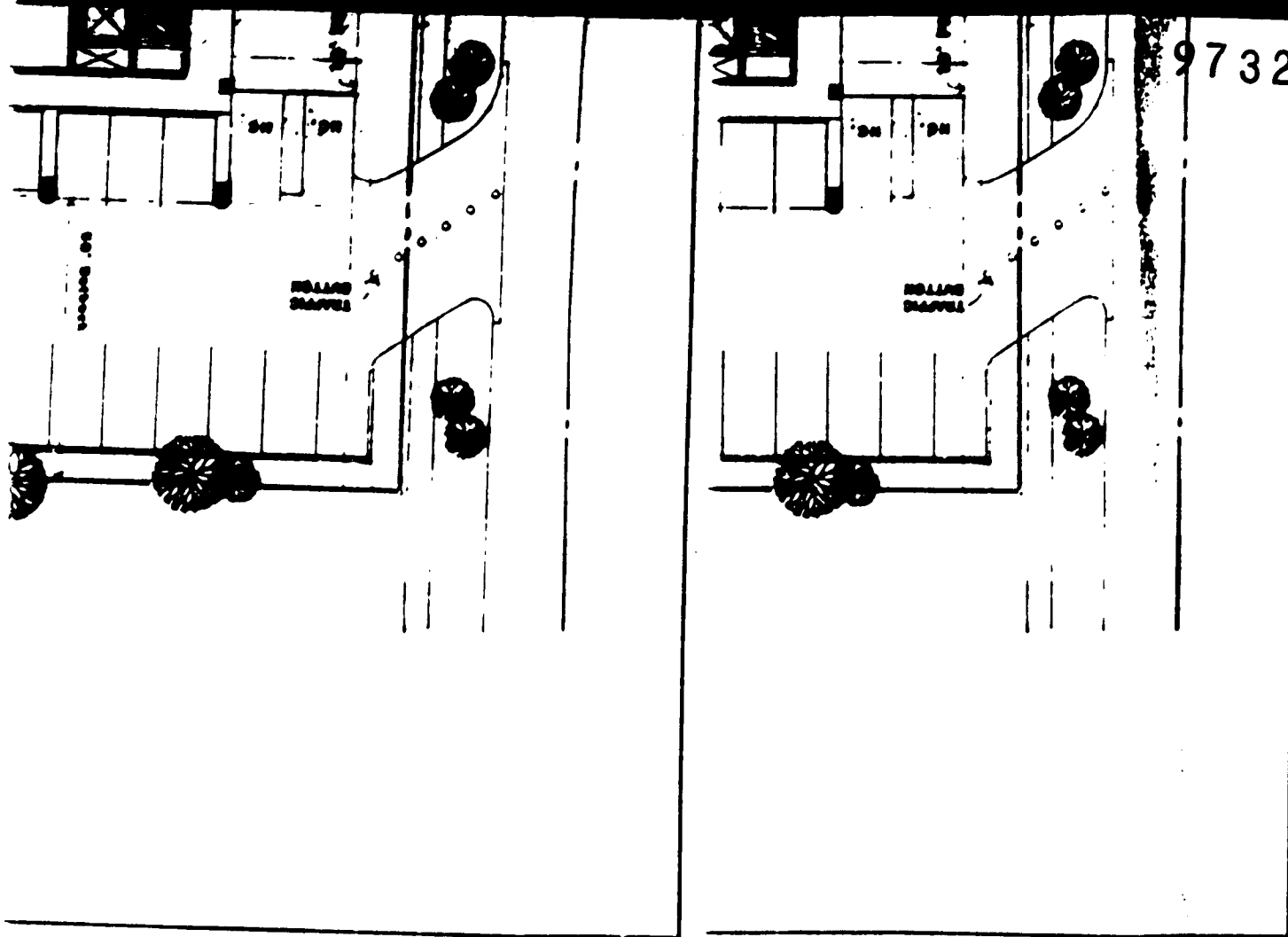
LINE OF OFFICE ABOVE

to bottom

PARKING 2ND FLOOR
GROSS FLOOR AREA 28114 SF
PROGRAM



95171 4659



973242

4660

60

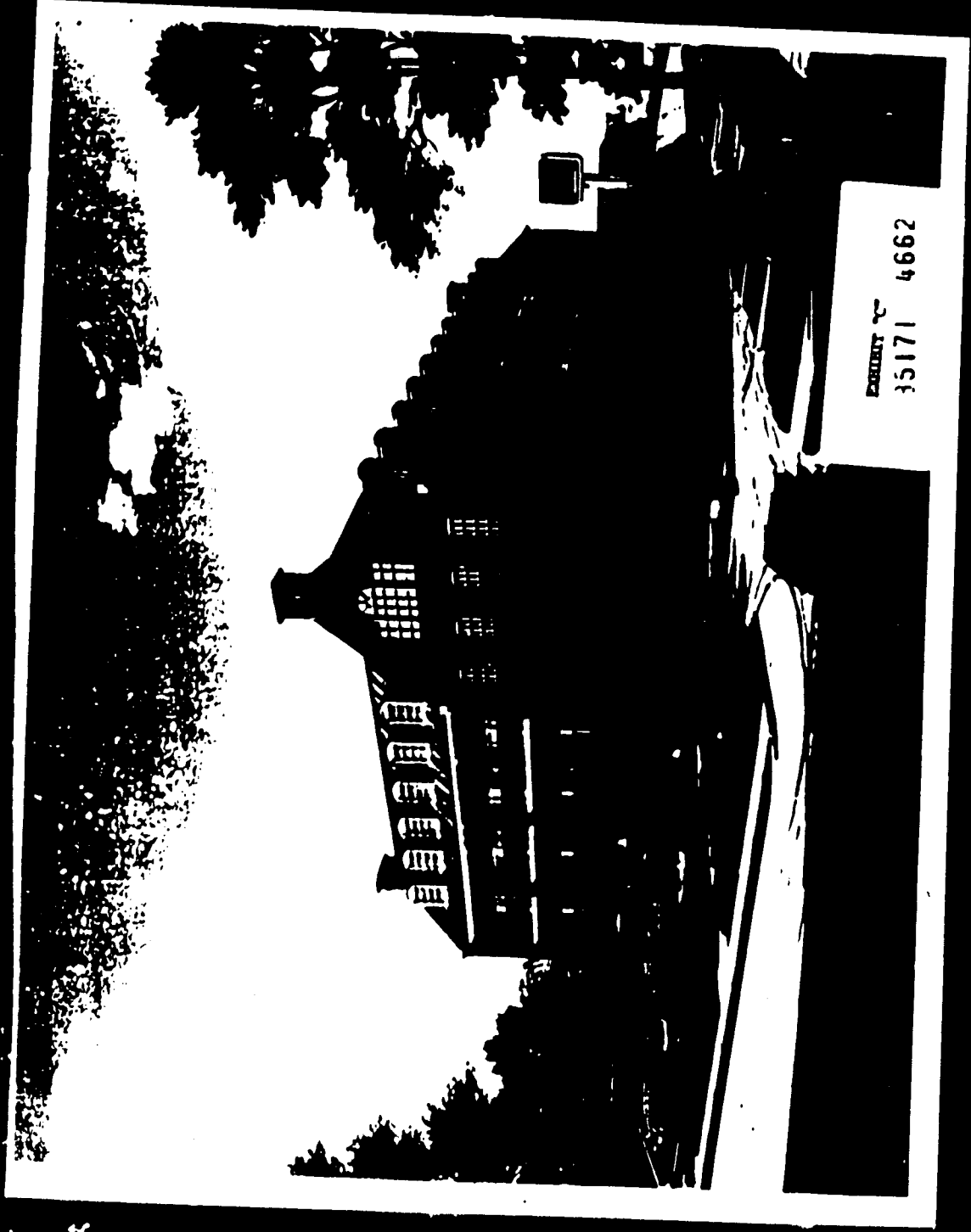


EXHIBIT 2
35171 4662

973242
852378

EXHIBIT "D"

BEING the Southwesterly 50.0 feet of Lot No. 14 of Block C/1523 of COCKRELLS FAIRLAND, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof, recorded in Volume 95, Page 624, Deed Records, Dallas County, Texas, and described more particularly as follows:

BEGINNING at a point in the Southeastery line of Travis Street, which point is North 23 degrees 20 minutes East, a distance of 150.0 feet from the intersection of the said line of Travis Street with the Northeastery line of North Fitzhugh Avenue;

THENCE continuing with the said line of Travis Street, North 23 degrees 20 minutes East, a distance of 50.0 feet to a point for corner;

THENCE South 66 degrees 22 minutes East, and parallel to said line of Travis Street, a distance of 100.0 feet to a point for corner in the Northeastery line of a 20 feet wide alley;

THENCE South 23 degrees 20 minutes West, and with said alley line and also parallel to said line of Travis Street, a distance of 50.0 feet to a point for corner;

THENCE North 66 degrees 22 minutes West, and parallel to the said line of North Fitzhugh Avenue, a distance of 100.0 feet to the **PLACE OF BEGINNING** and containing 9,000 square feet of land.

EXHIBIT 20 - Page Solo

852378 4008

EXHIBIT
" D "

4004 12788

FILED
Earl Burch
COUNTY CLERK
DALLAS COUNTY
1985 AUG 30 PM 2 09

COUNTY OF DALLAS
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly re-
corded in the volume and page of the record books
of Dallas County, Texas as stamped herein by me.

AUG 30 1985

Earl Burch
COUNTY CLERK, Dallas County, Texas

No. 85-2376
Return to City Secretary
City Hall
Dallas, Texas 75201

III

That the Owners of TRACT I (STARKEY) and TRACT II (KWIK) do hereby amend the following restrictions: the first number 1 and the second number 1, and delete number 4 of the Original Restrictions to read as follows:

1. No structure constructed on the ~~property~~ Entire Tract may contain more than four (4) occupied floors. The maximum height of any structure may not exceed seventy-two (72) feet in height, as defined in the Dallas Development Code, as amended;

2. Development is limited to a maximum of fifty thousand (50,000) square feet of floor area, as defined by the Dallas Development Code, as amended;

3. No bar, lounge or tavern uses, as defined by the Dallas Development Code, as amended, are permitted on the property; and

~~4. Development of the property must generally conform to the site plan and rendering attached hereto as Exhibits "B" and "C", respectively, and incorporated herein for all purposes. Notwithstanding anything herein to the contrary, the site plan shall conform to all of the requirements of the City of Dallas, Texas.~~

54. No vehicular access is permitted between the property and the alley to the east.

That the undersigned does hereby impress nine thousand (9,000) square feet of the Entire Tract, being more particularly described in Exhibit "D" (attached hereto and incorporated herein for all purposes, hereinafter referred to as the "Subject Tract," with the following deed restrictions, to wit:

1. No above-grade structure, other than a dumpster with screening and the screening fence referred to in paragraph 2 below may be constructed on the Subject Tract. Use of the Subject Tract is limited to surface and below grade parking; and

2. A solid screening fence with a minimum height of six (6) feet must be constructed along the north and east boundary line of the Subject Tract, unless prohibited by the City of Dallas, Texas.

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EXHIBIT C

If



FILING FEE FOR DEED RESTRICTIONS

ZONING FILE # 3967-240/10336-C(25)

FITZMUN AV. (TRAVIS STREET, EAST COR.

COUNCIL AGENDA ITEM NO. 39

OCTOBER 8, 1999

Have Not Received Deed Restrictions As of 9/28/99

973242