

August 26, 1992

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MF-1(A) Multifamily District which was approved by the City Council on August 26, 1992, on Zoning Case #Z912-223/9146-E on property on the northwest side of Swiss Avenue, northeast of Carroll 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 MF-1(A) Multifamily District as described in Ordinance 21397.

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

AUG 26 1992

*Robert T. Brown*  
City Secretary

Approved as to form:  
SAM LINDSAY, City Attorney

By *John Rogers*  
Assistant City Attorney

APPROVED *Michael Cook* APPROVED \_\_\_\_\_ APPROVED \_\_\_\_\_  
HEAD OF DEPARTMENT DIRECTOR OF FINANCE CITY MANAGER

## DEED RESTRICTIONS

THE STATE OF TEXAS )  
 )  
 COUNTY OF DALLAS )

KNOW ALL PERSONS BY THESE PRESENTS:

## I.

The undersigned, Maddox & Associates CPAs ("the Owner"), by its duly authorized general partner, Dirk N. Maddox, is the owner of the following described property ("the Property"):

BEING a part of Block 737 of the City of Dallas, Texas according to the plat thereof and being more fully described by metes and bounds as follows:

BEGINNING at a pipe for corner in the intersection of the Northwest line of Swiss Avenue and the Southwest line of Moreland Avenue as established by the City of Dallas Engineering Dept.;

THENCE in a Southwesterly direction and along the said line of Swiss Ave. 85.0 feet to a pipe in an old hedge line, called 84.5 feet more or less, in old deeds;

THENCE in a Northwesterly direction and most of the way along an old fence and parallel to Moreland Avenue, 164.00 feet a pipe by an old post for corner;

THENCE Northeasterly and along an old fence, 85.0 feet to a pipe in said line of Moreland Avenue called 84.5 feet, more less in old deeds;

THENCE in a Southeasterly direction and along the said line of Moreland Avenue, 164.5 feet to the Place of Beginning and being the same property conveyed in deed from Rush Simonson et ux, Earla Simonson to Ida M. Baker, a single woman, dated April 16, 1963 recorded in Volume 49, Page 1599 Deed Records of dct.

## II.

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

(A) The existing structure shall be remodeled so as to reduce the existing number of dwelling units in such existing structure to not more than eight (8) units. Such structure now consists of sixteen (16) units. If this multiple-family structure is ever remodeled or replaced for a lesser number of units, it will thereafter be limited to the more restrictive number of units.

(B) If the existing multiple-family structure should ever be intentionally removed, demolished or destroyed by the then owner of the Property or officially condemned by the City of Dallas, it may only be redeveloped with a use permitted in a Residential-7,500 Square Feet District, with all development standards in accordance with the provisions of the Residential-7,500 Square Feet District of CHAPTER 51A of the Dallas City Code.

## 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 then (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 Commissions 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," 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 at the City of Dallas, Dallas County, Texas, on this the 21<sup>ST</sup> day of AUGUST, 1992.

  
Owner

ATTACH APPROPRIATE SHORT FORM STATUTORY ACKNOWLEDGMENT

0042M  
Revised 7/1/91

THE STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

923070

This instrument was acknowledged before me on Aug 21st, 1992  
by Dirk N. Maddox, partner, on behalf of Maddox & Associates CPAs, a  
partnership.

By:

Paul Bowen

Title:

Notary Public

My commission expires:

09-26-92

Approved as to form:  
SAM LINDSAY, City Attorney

By

John Rogers  
Assistant City Attorney