

April 26, 2000

WHEREAS, the attached deed restrictions have been volunteered in conjunction with a request for an MU-1 Mixed Use District, which was approved by the City Council on April 26, 2000, in Zoning Case No. Z990-137/11090-C(BP) on property at the south corner of East Grand Avenue and Gaston Avenue; and

WHEREAS, the attached 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 attached deed restrictions are accepted by the City Council, to be used in conjunction with the development of property zoned an MU-1 Mixed Use District as described in Ordinance No. 24238.

Section 2. That the attached 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 Rogers*
Assistant City Attorney

APPROVED BY
CITY COUNCIL

APR 26 2000

Shirley Gay
City Secretary

APPROVED *[Signature]*
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, WHITE ROCK YACHT CLUB, 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 WILLIAM JONES Survey, Abstract No. 686, City Block 2700, City of Dallas ("City"), DALLAS County, Texas, and being that same tract of land conveyed to the Owner by RAND W APPERLING TRUST by deed dated JAN 19 2000, and recorded in Volume 2000012, Page 9583, in the Deed Records of DALLAS County, Texas, and being more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

II.

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

1. MAXIMUM STRUCTURE HEIGHT OF 54 FEET.
2. MAXIMUM LOT COVERAGE OF 60 PERCENT.
3. MAXIMUM NUMBER OF STORIES ABOVE GRADE IS FOUR.

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 17th day of MARCH, ²⁰⁰⁰~~199~~.

WHITE ROCK YACHT CLUB

Rand Pepp
Owner

By: [Signature]
Printed Name: Rand Pepp
Title: PRESIDENT

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

Property Lienholder or Mortgagee

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

~~ANGELA K. WASHINGTON~~, Interim City Attorney
MADELEINE B. JOHNSON

By: [Signature]
Assistant City Attorney

[ATTACH THE APPROPRIATE ACKNOWLEDGMENT FOR EACH SIGNER]

STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

(A) A natural person acting in his or her own right:

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on MARCH 17, 2000 by RAND POPP, PRESIDENT OF THE WHITE ROCK YACHT CLUB, A TEXAS CORPORATION, ON BEHALF OF THE CORPORATION.

[Handwritten Signature]



NOTARY

My commission expires: 01-02-03

STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

(Rev 6-22-95)

[Tex. Civ. Prac. & Rem. Code Ann. § 121.008]

001119

EXHIBIT 'A'

Being a tract of land out of the William Jones Survey, Abstract No. 686, Dallas County, Texas and being a part of City Block 2700, City of Dallas, Dallas County, Texas and more particularly described as follows:

Beginning at a point in the southeast R.O.W. of East Grand Avenue (Variable Width R.O.W.), said point being 138.30 feet South 48° 27' 00" West of the intersection of the southeast R.O.W. of East Grand Avenue and the west R.O.W. of the Houston and Texas Central Railroad (230' R.O.W.);

Thence South 45° 35' 10" East a distance of 218.58 feet to a point for corner and being in the west R.O.W. of said Houston and Texas Central Railroad;

Thence South 12° 44' 20" East along the west R.O.W. of said Houston and Texas Central Railroad a distance of 238.08 feet to a point for corner;

Thence South 63° 31' 45" West a distance of 102.10 feet to a point for corner;

Thence North 43° 15' 05" West a distance of 400.26 feet to a Texas Highway Department concrete monument for corner, and being in the southeast R.O.W. of East Grand Avenue;

Thence North 48° 27' 00" East along the southeast R.O.W. of East Grand Avenue a distance of 209.82 feet to the Place of Beginning and containing 78,436 square feet or 1.8006 acres of land.