

November 14, 2012

WHEREAS, deed restrictions were impressed upon property located in City Block 7497; fronting approximately 315 feet on the north line of LBJ Freeway; fronting approximately 325 feet on the east line of Meandering Way on September 14, 1994; and

WHEREAS, an amendment to the deed restrictions in the attached instrument have been volunteered in connection with property located in City Block 7497; fronting approximately 315 feet on the north line of LBJ Freeway; fronting approximately 325 feet on the east line of Meandering Way, which is the subject of zoning case no. Z112-277; and

WHEREAS, the City Council desires to accept the amendment to deed restrictions in the attached instrument; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the amendment to deed restrictions in the attached instrument are accepted by the City Council of the City of Dallas to be used in conjunction with the development of property that is the subject of zoning case no. Z112-277.

Section 2. That these deed restrictions must be filed in the Deed Records of Dallas County, Texas.

Section 3. That this resolution shall take effect immediately 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:

THOMAS P. PERKINS, JR., City Attorney

By



Assistant City Attorney

APPROVED BY
CITY COUNCIL

NOV 14 2012


City Secretary

APPROVED


HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

AMENDMENT TO DEED RESTRICTIONS

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

I.

The undersigned, H. Roger Lawler, (the "OWNER"), the owner of the following described property (the "PROPERTY") being in particular a portion of Block 7497 containing 2.621 acres of land out of the R. Wilburn Survey, Abstract No. 1568, and the J. Young Survey Abstract No. 1614, additions to the City of Dallas ("CITY"), and being that same property conveyed to H. Roger Lawler by Spring Valley Park, Inc. by deed dated July 7, 1964, and recorded in Volume 351, page 248-252, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the north line of Interstate Highway No. 635 with the east line of Meandering May;

Thence north 0° 09' 10" west along the east line of Meandering Way (60-foot street) 325.0 feet to Corner;

Thence north 75° 40' 50 " east along the proposed southeast line of a 15-foot alley, 324.87 feet to Corner;

Thence south 0° 09' 10" east along the west line of the Park Cities Baptist Church, Inc., tract, 400.0 feet to corner;

Thence south 89° 01' 50" west along the north line in Interstate Highway No. 635, a distance of 315.04 feet to the place of beginning, containing 2.621 acres of land.

II.

That the Property was impressed with certain deed restrictions ("Original Restrictions") as shown in an instrument dated August 12, 1994, signed by H. Roger Lawler and recorded in Volume 94186, Page 06047 of the Deed Records of Dallas County, Texas, a true and correct copy of which is attached to this instrument as Exhibit "A" and made a part of this instrument.

III.

That the Owner does hereby amend restriction numbers 1, 2, and 5 of the Original Restrictions to read as follows:

1. No buildings are permitted within 20 [~~65~~] feet of the north property line of the PROPERTY. In the portion of the PROPERTY more than 20 feet from the north

PROPERTY line, but less than 65 feet from the north PROPERTY line, no portion of a building may exceed 26 feet in height.

2. No vehicular ingress to or egress from the PROPERTY is permitted from [~~Meandering Way or~~] the alley on the north side of the PROPERTY.
5. The following uses are not permitted on the PROPERTY:
 - a. Auto service center
 - b. Car wash
 - c. Commercial amusement (inside)
 - d. Commercial amusement (outside)
 - e. Motor vehicle fueling station
 - f. Food store 3,500 square feet or less
 - g. Pawn shop
 - h. Restaurant with drive-in or drive-through service
 - i. Swap or buy shop
 - j. Theater
 - k. Post office
 - l. Radio, television, or microwave tower
 - m. College dormitory, fraternity, or sorority house
 - n. Residential hotel

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 Owner 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 Owner certifies and represents that there are no liens or mortgages, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgages 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 numbers 1, 2, and 5 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 August 12, 1994, and recorded in Clerk's File No. 001862890 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 9th day of November, 2012.

H. Roger Lawler
H. Roger Lawler, Owner
By: _____
Printed Name: _____
Title: _____

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

NOT APPLICABLE
Owner
By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR., City Attorney

By: [Signature]
Assistant City Attorney

[Attach an acknowledgment for each signer]

122788

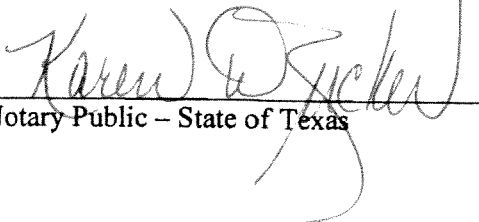
STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared H. Roger Lawler, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of November, 2012.





Notary Public – State of Texas

122788

EXHIBIT "A"

943307

DEED RESTRICTIONS

 ADD1 2870 0000000 5831 4:07PM 19.00
 TOTL 19.00
 9/27/94

THE STATE OF TEXAS)

COUNTY OF DALLAS)

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, H. Roger Lawler, (the "OWNER"), is the owner of the following described property (the "PROPERTY") being in particular a portion of Block 7497 containing 2.621 acres of land out of the H. Wilburn Survey, Abstract No. 1568, and the J. Young Survey Abstract No. 1614, additions to the City of Dallas ("CITY"), and being that same property conveyed to H. Roger Lawler by Spring Valley Park, Inc., by deed dated July 7, 1964, and recorded in Volume 351, Page 248-252, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the north line of Interstate Highway No. 635 with the east line of Meandering Way;

Thence north 0° 09' 10" west along the east line of Meandering Way (60-foot street) 325.0 feet to corner;

Thence north 75° 40' 50" east along the proposed southeast line of a 15-foot alley, 324.87 feet to corner;

Thence south 0° 09' 10" east along the west line of the Park Cities Baptist Church, Inc., tract, 400.0 feet to corner;

Thence south 89° 01' 50" west along the north line in Interstate Highway No. 635, a distance of 315.04 feet to the place of beginning; containing 2.621 acres of land.

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 Z112-277
~~2234-241/5754-N~~

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II.

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

1. No buildings are permitted within 65 feet of the north property line of the PROPERTY.
2. No vehicular ingress to or egress from the PROPERTY is permitted from Meandering Way or the alley north of the PROPERTY.
3. Solid screening of a minimum of three (3) feet in height must be provided and maintained along the Meandering Way property line. For purposes of this restriction, solid screening must be constructed of:

(A) brick, stone, or concrete masonry, stucco, concrete, or wood;

(B) earthen berm planted with turf grass or ground cover recommended for local area use by the director of parks and recreation. The berm may not have a slope that exceeds one foot of height for each two feet of width;

(C) evergreen plant materials recommended for local area use by the director of parks and recreation. The plant materials must be located in a bed that is at least three feet wide with a minimum soil depth of 24 inches. Initial plantings must be capable of obtaining a solid appearance within three years. Plant materials must be placed a maximum of 24 inches on center over the entire length of the bed unless the building official approves an alternative planting density that a landscape authority certifies as being capable of providing a solid appearance within three years; or,

(D) any combination of the above.

All solid screening must be provided prior to submission of an application for a certificate of occupancy.

4. A solid fence a minimum of six (6) feet in height must be erected along the north PROPERTY line prior to the submission of an application for a certificate of occupancy.

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5. The following uses are not permitted on the PROPERTY:
- a. Auto service center
 - b. Car wash
 - c. Commercial amusement (inside)
 - d. Commercial amusement (outside)
 - e. Motor vehicle fueling station
 - f. Food store 3,500 square feet or less
 - g. Pawn shop
 - h. Restaurant with drive-in or drive-through service
 - i. Swap or buy shop
 - j. Theater
 - k. Post office
 - l. Radio, television, or microwave tower
6. No detached signs are permitted except within 65 feet of the right-of-way line of LBJ Freeway and shall not exceed 36 feet in height.
7. No attached illuminated signs are permitted on the north facade of any building.
8. No attached illuminated signs are permitted on the west facade of any building at a height greater than 15 feet.
9. No attached signs shall extend above the top of the facade on which it is attached.

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

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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 to 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. Upon sale and permanent transfer of the PROPERTY for consideration other than to relieve owner of its obligation under this paragraph, owner shall be relieved of future application of this indemnity provision.

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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 OWNER certifies and represents that there are no liens, other than liens for ad valorem taxes, against the PROPERTY if there are no signatures of lienholders subscribed below.


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XII.

The invalidation of any provision of 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.

EXECUTED this the 12 day of August,
1994.


H. Roger Lawler

CONSENT AND CONCURRENCE OF
LIENHOLDER:

Property Lienholder -
(type name)

By: _____

Title: _____

Approved as to form:
SAM LINDSAY, City Attorney

By 
Assistant City Attorney

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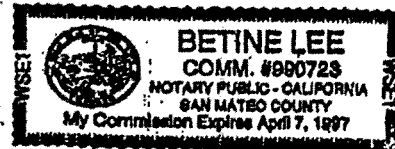
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STATE OF California }
 COUNTY OF San Mateo }

This instrument was acknowledged before me on August
12th, 1994 by H. Roger Lawler.

Betina Lee
 Notary Public

My commission expires 4-7-97.



STATE OF _____ }
 COUNTY OF _____ }

This instrument was acknowledged before me on
 _____, 1994 by _____,
 _____ of _____, a
 Corporation, as the act of and on behalf of said

Given under my hand and seal of office on this _____ day
 of _____, 1994.

Notary Public in and
 for the State of

 Printed Name of Notary

My commission expires: _____.

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FILED

94 SEP 27 AM 8:49

EARL RULLOCK
COUNTY CLERK
DALLAS COUNTY

Any provision herein which violates the rules, regulations or use of the
described real property because of color or race is invalid and
unenforceable under federal law.

STATE OF TEXAS COUNTY OF DALLAS

I hereby certify this instrument was filed on the date and time
stamped herein by me and was duly recorded in the volume and
page of the named records of Dallas County, Texas as stamped
hereon by me.

SEP 27 1994



Earl Rulloch
COUNTY CLERK, Dallas County, Texas

No. 94-3307
Return to City Secretary
City Hall
Dallas, Texas 75201

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