

12-5-18

ORDINANCE NO. 31068

An ordinance changing the zoning classification on the following property:

BEING all of Lot 1 in City Block Q/2870; fronting approximately 185.2 feet along the south line of Mockingbird Lane; fronting approximately 115.6 feet along the west line of Norris Street; and containing approximately 0.49 acre,

from an LO-1 Limited Office District with a D Liquor Control Overlay to a CR Community Retail District with a D Liquor Control Overlay; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, the city plan commission and the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the City of Dallas, have given the required notices and have held the required public hearings regarding the rezoning of the property described in this ordinance; and

WHEREAS, the city council finds that it is in the public interest to change the zoning classification; Now, Therefore,

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

SECTION 1. That the zoning classification is changed from an LO-1 Limited Office District with a D Liquor Control Overlay to a CR Community Retail District with a D Liquor Control Overlay on the following property ("the Property"):

BEING all of Lot 1 in City Block Q/2870; fronting approximately 185.2 feet along the south line of Mockingbird Lane; fronting approximately 115.6 feet along the west line of Norris Street; and containing approximately 0.49 acre.

SECTION 2. That, pursuant to Section 51A-4.701 of Chapter 51A of the Dallas City Code, as amended, the property description in Section 1 of this ordinance shall be construed as including the area to the centerline of all adjacent streets and alleys.

SECTION 3. That the building official shall not issue a building permit or a certificate of occupancy for a use on the Property until there has been full compliance with the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the City of Dallas.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

SECTION 5. That the zoning ordinances of the City of Dallas shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

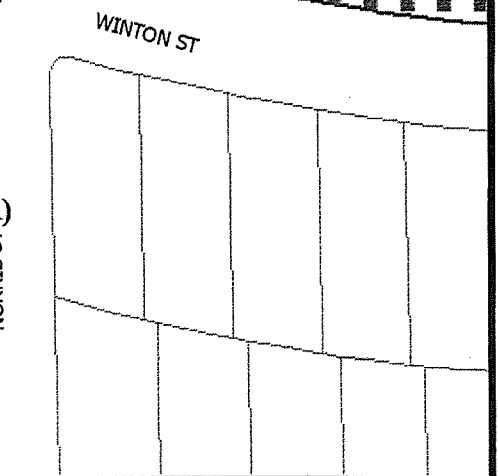
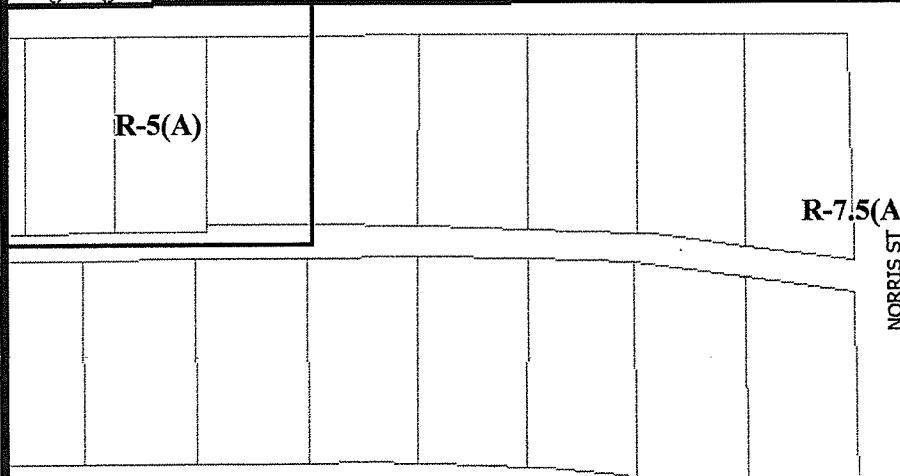
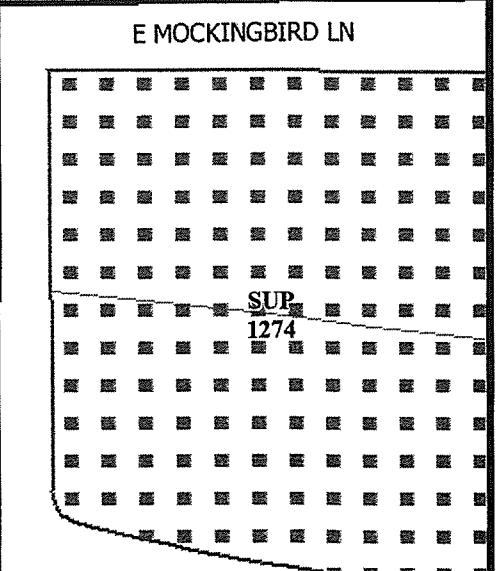
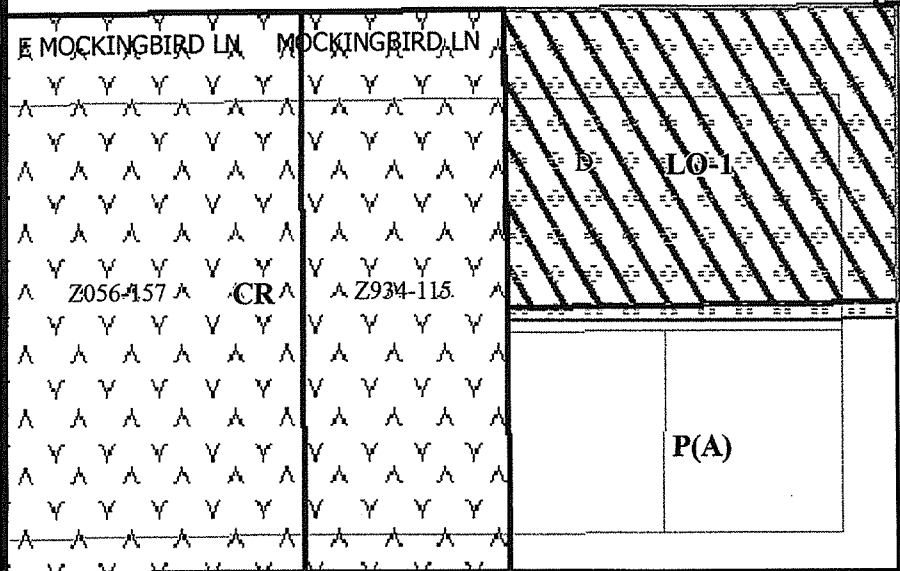
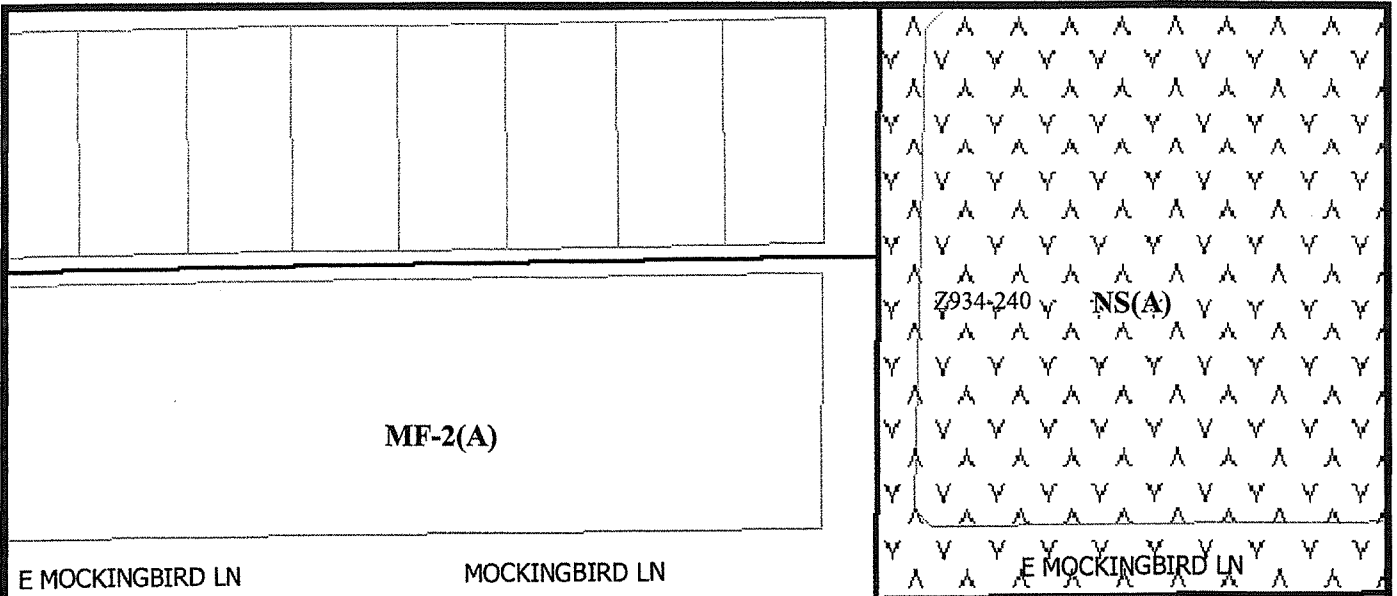
SECTION 7. That this ordinance shall take effect immediately from and after its passage and publication, in accordance with the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

CHRISTOPHER J. CASO, Interim City Attorney

By   
Assistant City Attorney

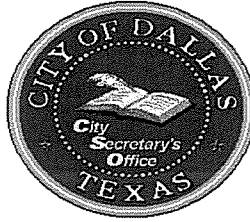
Passed **DEC 12 2018**



1:1,200

**ZONING MAP**

Case no:           Z178-344            
 Date:           11/13/2018



## PROOF OF PUBLICATION – LEGAL ADVERTISING

The legal advertisement required for the noted ordinance was published in the Dallas Morning News, the official newspaper of the city, as required by law, and the Dallas City Charter, Chapter XVIII, Section 7.

DATE ADOPTED BY CITY COUNCIL DEC 12 2018

ORDINANCE NUMBER 31068

DATE PUBLISHED DEC 15 2018

ATTESTED BY:

181847

COUNCIL CHAMBER

December 12, 2018

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with property located at the southwest corner of Mockingbird Lane and Norris Street, which is the subject of Zoning Case No. Z178-344(AM); and

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

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

Section 1. That the 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. Z178-344(AM).

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:

CHRISTOPHER J. CASO, Interim City Attorney

By   
Assistant City Attorney



APPROVED \_\_\_\_\_  
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, Hillside Partners, LLC ("the Owner"), is the owner of the following described property ("the Property"), being Lot 1 Block Q/2870 City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by ATR/Wilshire, LLC and Cornith/Wilshire, LLC, by deed dated October 9, 2018, and recorded in Instrument Number 201800270919, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Lot 1 in City Block Q/2870.

II.

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

- (1) The following main uses are prohibited:
  - (A) Agricultural uses.
    - Crop production.
  - (B) Commercial and business service.
    - Building repair and maintenance shop.
  - (C) Industrial uses.
    - Gas drilling and production.
    - Temporary concrete or asphalt batching plant.
  - (D) Institutional and community services uses.
    - Cemetery or mausoleum.
    - Convent or monastery.
  - (E) Lodging uses.
    - Overnight general purpose shelter.

- (F) Miscellaneous uses.
  - Attached non-premises sign.
  - Carnival or circus (temporary).
  
- (G) Office.
  - Alternative financial establishment.
  
- (H) Recreation uses.
  - Country club with private membership.
  
- (I) Residential uses.
  - College, dormitory, fraternity, or sorority house.
  
- (J) Retail and personal service uses.
  - Alcoholic beverage establishment.
  - Ambulance service.
  - Auto service center.
  - Car wash.
  - Commercial amusement (outside).
  - Convenience store with drive-through.
  - General merchandise or food store 100,000 square feet or more.
  - Home improvement center, lumber, brick, or building materials sales yard.
  - Mortuary, funeral home, or commercial wedding chapel.
  - Motor vehicle fueling station.
  - Paraphernalia shop.
  - Pawn shop.
  - Restaurant with drive-in or drive-through service.
  - Swap or buy shop.
  - Temporary retail use.
  
- (K) Wholesale, distribution, and storage uses.
  - Mini-warehouse.

### III.

These restrictions shall continue in full force and effect for a period of 20 years from the date of execution, and shall automatically be extended for additional periods of 10 years unless amended or terminated in the manner specified in this document.

## IV.

These restrictions may be amended or terminated as to any portion of the Property, upon application to the City of Dallas by the current owner of that portion of the Property, without the concurrence of the owners of the remaining portion of the Property. 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 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 10 day of December, 2018.

By: J. Dickson Bain  
Hillside Partners, LLC

Name: J. Dickson Bain

Title of officer: President

181847

By: Ricky G. Lewis  
THE AMERICAN NATIONAL BANK OF  
TEXAS, Lienholder

Name: Ricky G. Lewis

Title of officer: Senior Vice President

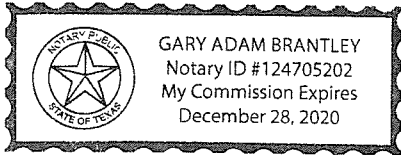
APPROVED AS TO FORM:  
Christopher J. Caso, Interim City Attorney

By:   
Assistant City Attorney

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on 12/10/2018 by J. Dickson Bains President of Hillside Partners, LLC, a Texas limited partnership, on behalf of said partnership.



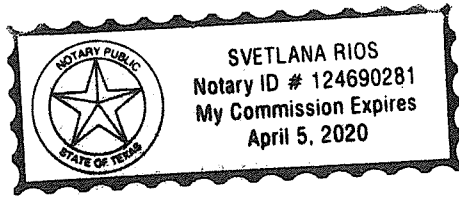
  
NOTARY PUBLIC

181847

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on December 10<sup>th</sup>, 2018 by  
Ricky G. Lewis, SVP of THE AMERICAN NATIONAL BANK  
OF TEXAS, a Texas limited partnership, on behalf of said partnership.



Svetlana Rios  
NOTARY PUBLIC