

DEED RESTRICTION COVENANT REQUIRED
FOR USE OF ACCESSORY STRUCTURE FOR
FOOD PREPARATION FACILITIES
IN RESIDENTIAL ACCESSORY BUILDING

1. Attached is a blank copy of the City's deed restriction form required by the Zoning Ordinance for approval of a Building Permit for food preparation facilities in an accessory building in an accessory building. See §25-100 (3) of the Zoning Ordinance.
2. All blanks on the form should be filled in.
3. Three (3) originally signed copies should be taken to Dallas County Records Building at 500 Elm Street in downtown Dallas and filed. One (1) copy may be retained by the County, one (1) file-marked copy should be retained by the property owner, and one (1) file-marked copy should be returned to the Building Inspection Division, at the City of University Park Service Center, at 4420 Worcola.
4. If you have any further questions please contact 214-987-5411.

DEED RESTRICTIONS

THE STATE OF TEXAS

} KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF DALLAS

I.

The undersigned, _____ and _____ ("the Owner"), is the owner of the following described property ("the Property"): Lot _____, Block _____, _____ an Addition to the City of University Park ("City"), Dallas County, Texas and being that same tract of land conveyed to ___ by _____, by deed dated _____, and recorded in Volume _____, Page _____, in the Deed Records of Dallas County, Texas, and being more commonly described as _____ (street address).

II.

In consideration of the granting of a Building Permit by the City to the Owner to construct, remodel, or make addition to a residential accessory building to provide kitchen, cooking or food preparation facilities, the Owner does hereby impress all of the Property with the following deed restrictions ("restrictions"), to wit:

The residential accessory building for which the Building Permit is issued shall not at any time be used for rental purposes or barter exchange and may be occupied only by immediate family members of the Owner and/or full time domestic servant or servants of the Owner. In case of a live-in servant family, all adult members must be employed by the Owner or occupant of the main residence.

III.

These restrictions shall continue in full force and effect from the date of execution until amended or terminated in the manner specified in this document.

IV.

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.

V.

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 permit, 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.

VI.

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.

VII.

The provisions of this document are hereby declared covenants running with the land and are 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.

VIII.

Notwithstanding any provision hereof to the contrary, if the zoning ordinance of the City is amended to permit the use of the Property for rental or barter exchange, these restrictions shall be of no further force or effect and shall be released by the City upon request of the Owner.

IX.

The Owner understands and agrees that this document shall be governed by the laws of the State of Texas.

X.

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 University Park, Dallas County, Texas, on this the _____ day of _____, 20____.

X _____
_____, Owner

X _____
_____, Owner

(ACKNOWLEDGEMENTS)

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____ by _____ (Owner).

Notary Public, State of Texas

(seal)

My commission expires: _____

This instrument was acknowledged before me on _____ by _____ (Owner).

Notary Public, State of Texas

(seal)

My commission expires: _____