

Post-It [®] Fax Note	7671	Date	6-26-95	# of Pages	5
To	SPICY DAY	From	KRANDA		
Co./Dept.	P.I.D	Co.			
Phone #		Phone #			
Fax #	948 - 4374	Fax #			

COUNCIL CHAMBER

June 9, 1993

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MF-3(A) Multifamily District which was approved by the City Council on June 9, 1993, on Zoning Case #Z923-211/9399-N on property on the west side of Midway Road, south of Frankford Road; 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-3(A) Multifamily District as described in Ordinance _____.

Section 2. That said deed restrictions shall be filed in the Deed Records of Denton 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.

C/8742

Approved as to form:
SAM LINDSAY, City Attorney

By *[Signature]*
Assistant City Attorney

APPROVED _____
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

DEED RESTRICTIONS

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

I.

The undersigned, STANFORD-SUTTON PARTNERS, a Michigan co-partnership (the "Owner"), is the owner of the following property (the "Property"), described in Exhibit "A" attached hereto and incorporated herein by reference.

II.

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

- (1) That no more than 324 dwelling units shall be constructed or maintained on the Property.
- (2) That no building on said Property shall consist of more than three (3) stories.
- (3) That no building on said Property shall be more than fifty (50) feet in height.

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 of Dallas ("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 where the Property is located at his or her sole cost and expense before the amendment or termination become effective.

2923-211/9399-N

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 attorneys' 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 there is compliance with these restrictions. 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 these restrictions.

VIII.

These restrictions are hereby declared covenants running with the land and are fully binding on any 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 foregoing restrictions.

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 these restrictions 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 3rd day of June, 1993. *79*

STANFORD-SUTTON PARTNERS, a Michigan co-partnership

By: JG Financial Management Services, a Michigan co-partnership, General Partner

By: Real Estate Financial Corporation, Partner

By: *Frederick Gordon*
Frederick Gordon
President

STATE OF MICHIGAN §
 §
COUNTY OF OAKLAND §

This instrument was ACKNOWLEDGED before me on this 3rd day of JUNE, 1993 by Frederick Gordon, President of Real Estate Financial Corporation, Partner of JG Financial Management Services, a Michigan co-partnership, General Partner of Stanford-Sutton Partners, a Michigan co-partnership, on behalf of said co-partnership.

[S E A L]
My Commission Expires:
1-5-95

M. Susan Setzke
Notary Public - State of Michigan
M. SUSAN SETZKE
Printed Name of Notary Public

M. SUSAN SETZKE
Notary Public, Oak. Co. 2 County, MI
My Commission Expires Aug. 6, 1996

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Approved as to form:
SAM LINDSAY, City Attorney
By: *Flora Fernandez*
Assistant City Attorney

EXHIBIT "A"

Stanford Court

BEING all that tract of land in Denton County, Texas, a part of the JOHN SMITH SURVEY, ABSTRACT NO. 1224, and being all of Lot 15 in Block C/8742 of Stanford Court, an addition to the City of Dallas, Texas, according to the map or plat thereof as recorded in Cabinet D, Page 273, Map Records of Denton County, Texas, conveyed to Stanford Court Associates, Ltd., by American Residential Properties, Inc., by a Special Warranty Deed dated August 1, 1984, of record in Volume 1457, Page 688, Deed Records of Denton County, Texas, and being further described as follows:

BEGINNING at a point S 00 degrees 09 minutes 28 seconds W, 162.86 feet from the intersection of the West line of Midway Road (100' R.O.W.) with the Southerly curving line of Frankford Road (100' R.O.W.), an iron rod for corner;

THENCE S 0 degrees 09 minutes 28 seconds W, along the West line of said Midway Road, 255.60 feet to an iron rod at the beginning of a curve to the left that has a central angle of 05 degrees 45 minutes 40 seconds, a radius of 990.00 feet, and a tangent of 49.81 feet;

THENCE in a Southerly direction around said curve to the left, 99.85 feet to an iron rod at the end of said curve;

THENCE S 89 degrees 34 minutes 11 seconds W, 631.16 feet to an iron rod for corner;

THENCE N 00 degrees 25 minutes 49 seconds W, 498.77 feet to an iron rod in the South line of said Frankford Road;

THENCE N 89 degrees 50 minutes 18 seconds E, along the South line of said Frankford Road, 160.39 feet to an iron rod at the beginning of a curve to the left which has a central angle of 09 degrees 46 minutes 30 seconds, a radius of 1482.40 feet, and a tangent of 126.76 feet;

THENCE Northeasterly along said curve, along the South line of Frankford Road, 252.91 feet to an iron rod at the end of said curve;

THENCE S 00 degrees 20 minutes 55 seconds E, 163.03 feet to an iron rod for corner;

THENCE N 89 degrees 39 minutes 05 seconds E, 217.87 feet to the POINT OF BEGINNING and containing 283,776 square feet or 6.515 acres of land, more or less.