

DEED RESTRICTIONS

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

## I.

The undersigned, DAVENPORT MEADOWS, LP, a Texas limited partnership ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the J.W. Overton Survey, Abstract No. 1115 , City Block 1/8205, City of Dallas ("City"), Collin County, Texas, and being that same tract of land conveyed to the Owner by Davenport Meadows Development, LLC, by warranty deed dated February 1, 2006, and recorded by Instrument No. 20060221000230780, in the Deed Records of Collin County, Texas, and being more particularly described as follows:

All of Lots 22 through 35, Block 1/8205, Preston Road Highlands West, City of Dallas, Collin County, Texas, and commonly known as 17509 to 17655 Davenport Road

## II.

The Owner does hereby impress all of the Property with the following deed restrictions ("restrictions"), which are subject to any applicable restrictions or conditions on such maintenance imposed by other City of Dallas ordinances, if any, to wit:

- a. A maximum of 42 single-family dwelling units may be on the Property, and no more than six units are permitted in any shared access development;
- b. Ingress and Egress to and from the Property is limited to Davenport Road;
- c. A mandatory homeowners association consisting of the owners of the Property (the "HOA") will maintain the common fences, streets, landscaping, stormwater drainage systems and parking areas within the Property which are not in the private, fenced "back" yards of the respective townhome units;
- d. A wood or brick fence, eight feet in height, will be constructed along the entire western side of the Property, and along the northern and southern sides of the Property subject to front yard regulations;
- e. Stormwater drainage along the western 15 feet of the Property will be conducted and transferred below the surface by area drains and stormwater pipes, pursuant to engineered storm water drainage designs approved by the City of Dallas Engineering Review department. The drainage system must be covered with grass except that guest parking is permitted in the area shown on the attached plats;
- f. Facades of all buildings on the Property, excluding doors, windows, soffets, trim, and shutters (if any), will consist of no more than 15 percent wood or products that appear to be wood (e.g., Hardi-plank™), with the remainder of the façade to be constructed of glass or masonry (brick, stone and/or cast stone);

- g. Each lot must provide two parking spaces in a garage, and the garage door must be at least 18 feet away from the shared access area;
- h. The eastern side of each townhouse building (i.e., facing Davenport Road) will be landscaped to include at least six bushes and other vegetation, in addition to landscaping requirements imposed by other City of Dallas ordinances (i.e., required tree installation);
- i. Any glass installed higher than eight feet above grade on those dwelling units on the western side of the Property will be limited to frosted or obscured (i.e., not clear) glass;
- j. Carports are not permitted on the Property; and
- k. Each dwelling unit facade facing a shared access area must provide architectural relief with an offset in the building face at least two feet in depth and at least five feet in length parallel to the rest of the building face.

### 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 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 28 day of June, 2006.

OWNER: DAVENPORT MEADOWS, LP  
A Texas limited partnership

By: its General Partner, Davenport Meadows Development, LLC  
a Texas limited liability company

By: *Bart Reeder*  
Printed Name: Bart Reeder  
Title: Managing Member

CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE

Property Lienholder or Mortgagee: JEFFERSON BANK TEXAS

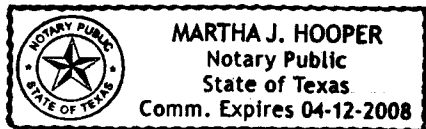
By: *Keith Darwin*  
Printed Name: Keith Darwin  
Title: Banking Center President

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

By: *Valley Zislich*  
Assistant City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF ~~COLLIN~~   §  
  DALLAS

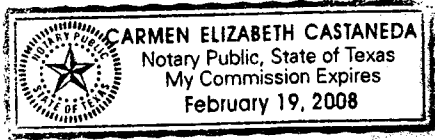
This instrument was acknowledged before me on June 28, 2006 by Bart Reeder, as Managing Member of Davenport Meadows Development, LLC, a Texas limited liability company, on behalf of said limited liability company, and the limited liability company executed this instrument as General Partner on behalf of Davenport Meadows, LP, a Texas limited partnership.



*Martha J. Hooper*  
Notary Public in and for  
the State of Texas

STATE OF TEXAS §  
COUNTY OF Dallas §  
§

This instrument was acknowledged before me on June 28, 2006 by Keith Darwin, as Banking Center President of Jefferson Bank Texas.



Carmen Elizabeth Castaneda  
Notary Public in and for  
the State of Texas

OWNER'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF COLLIN

WE, the undersigned, being the owners of the land hereinafter described, do hereby certify that the facts herein stated are true and correct to the best of our knowledge and belief, and that we have no knowledge of any other persons claiming an interest in the land hereinafter described, except as herein stated.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT DAVENPORT MEADOWS, L.P., HAS HEREBY, AS A MATTER OF COURSE, dedicated to the public use of the State of Texas, the easement herein described, and that the same shall be held in trust for the use and benefit of the public.

SHARED ACCESS AREA LEGALMENT STATEMENT

This plat is a shared access area as defined by the Texas Property Code, Chapter 201, Subchapter C, Section 201.001, and the Texas Local Government Code, Chapter 211, Section 211.001. The easement is created for the purpose of providing access to the public use of the State of Texas.

SHARED ACCESS DOCUMENT FILED IN

VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_  
DAVENPORT MEADOWS, L.P.  
A Texas limited partnership

BY: ENTOR REKRE

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, the persons whose names are subscribed to the foregoing instrument acknowledged to me that they executed the same for the purposes and consideration therein expressed.

FINAL PLAT

DAVENPORT MEADOWS ADDITION  
PHASE 1  
LOTS 22A, 22B, 22C, 23C, 23D, 23E  
24C, 24D, 24E, 25C, 25D, 25E  
BLOCK 1/8206  
CITY OF DALLAS, COLLIN COUNTY TEXAS  
CITY PLAN FILE NO. S066-221

A SHARED ACCESS DEVELOPMENT

BEING LOTS 22 THROUGH 25, CITY BLOCK 1/8205  
PRESTON GATEWAY ADDITION, J.W. OVERTON SURVEY, ABSTRACT NO. 11115  
CITY OF DALLAS, COLLIN COUNTY, TEXAS  
CITY PLAN FILE NO. S058-221  
DATE: JANUARY, 2008

SURVEYOR'S STATEMENT

I, the undersigned, being a duly licensed surveyor in the State of Texas, do hereby certify that I am the author of the foregoing plat, and that the same is a true and correct representation of the facts as shown to me by the owner or owners of the land hereinafter described, and that the same is in accordance with the laws of the State of Texas.

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OWNER DAVENPORT MEADOWS

BY CONTRACT  
1/30/08  
OWNER/DEVELOPER:  
DAVENPORT MEADOWS  
5010 W. HUNTSVILLE  
DALLAS, TEXAS 75222  
214-936-1823

NO VEHICULAR ACCESS TO ADJACENT

PROPERTY OUTSIDE THIS SUBDIVISION  
PLAT FROM THE SHARED AREA EXCEPT  
BY PRIVATE DRIVE OR BY PUBLIC ALLEY  
THIS DEVELOPMENT IS RESTRICTED  
TO SINGLE FAMILY DWELLINGS ONLY.  
NO PROTECTED TREES ON LOT  
NO LOT TO LOT DRAINAGE ALLOWED

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DALLAS, TEXAS 75222  
214-936-1823

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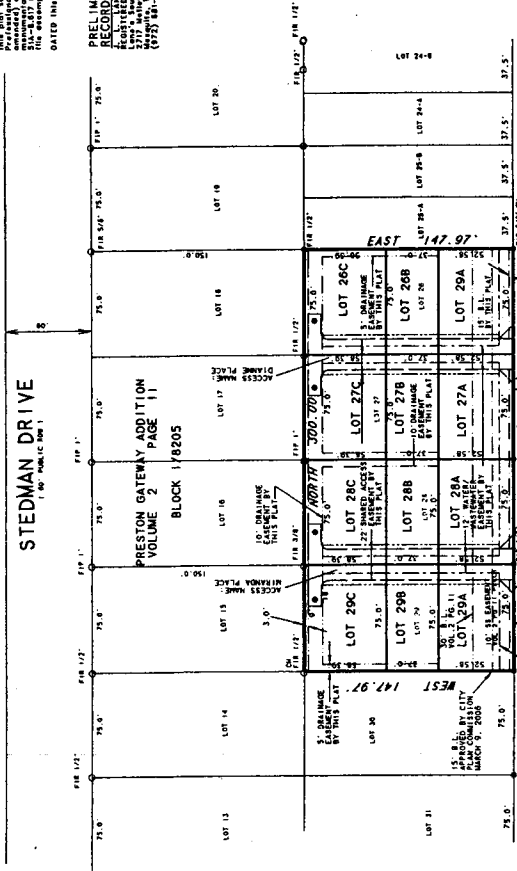
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STATE OF TEXAS  
COUNTY OF COLLIN

OWNER'S CERTIFICATE

**SURVEYOR'S STATEMENT**  
I, J. W. OVERTON, Registered Professional Land Surveyor, licensed by the State of Texas, certify that I have surveyed the above described premises and that the same are correctly shown on the plat hereon filed for record. I have also caused to be recorded in the Public Records of this State a true and correct copy of this plat. My commission expires on the 31st day of August, 2008.

**PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES 4/11/06**  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2388  
J. W. OVERTON, P.L.S.  
3717 W. WYATT, SUITE 200  
DALLAS, TEXAS 75219  
(972) 251-2222



**LOT AREA TABLE**

LOT 26C	4379.25 Sq. Ft.	LOT 26B	3943.5 Sq. Ft.
LOT 27C	LOT 27B	LOT 27A	LOT 27A
LOT 28C	LOT 28B	LOT 28A	LOT 28A
LOT 29C	LOT 29B	LOT 29A	LOT 29A

NO VEHICULAR ACCESS TO ADJACENT PROPERTY OUTSIDE THIS SUBDIVISION PLAT FROM THE SHARED ACCESS AREA EXCEPT TO A PUBLIC OR CITY COUNCIL APPROVED PRIVATE STREET OR A PUBLIC ALLEY.

THIS DEVELOPMENT IS RESTRICTED TO SINGLE-FAMILY DWELLINGS ONLY.

NO PROTECTED TREES ON LOT

NO LOT TO LOT DRAINAGE ALLOWED

OWNER DAVENPORT MEADOWS BY CONTRACT

OWNER/DEVELOPER:  
DAVENPORT MEADOWS  
6310 S. INWELL CIRCLE  
DALLAS, TEXAS 75214  
214-538-1823

BASIS OF BEARINGS:  
S. 00°00'00" W. BEING THE  
WEST BOUNDARY OF BLOCK  
PAGE 11 M.R.C.C.I.

STATE OF TEXAS  
COUNTY OF DALLAS  
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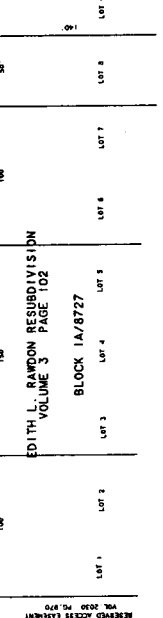
**NOTARY PUBLIC** in and for the State of Texas  
by Commission Expires \_\_\_\_\_

**SHARED ACCESS AREA EASEMENT STATEMENT**  
This plat is approved by the Chief Engineer of the Department of Transportation of the State of Texas. The easement area is shown on the plat and is subject to the following conditions, which shall be a part of this easement:

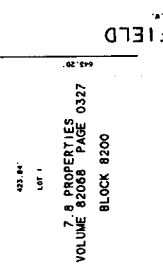
The shared access area is designated within the limits of this subdivision. The easement shall be used for the purpose of providing access to the public road from the lots within the subdivision. The easement shall be used for the purpose of providing access to the public road from the lots within the subdivision. The easement shall be used for the purpose of providing access to the public road from the lots within the subdivision.

**JOSE E. KASPEROV, P.E.**  
CHIEF ENGINEER OF DEPARTMENT TRANSPORTATION SERVICES

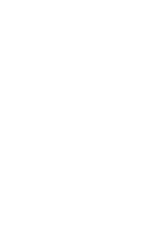
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**LEGEND**  
--- CONTROL BOUNDARY  
--- 1/4" = 10' PLAT



NO SCALE



**FINAL PLAT**  
**DAVENPORT MEADOWS ADDITION**  
**PHASE II**

LOTS 26A, 26B, 26C, 27A, 27B, 27C  
28A, 28B, 28C, 29A, 29B, 29C  
BLOCK 1/8205

J.W. OVERTON SURVEY No.1115  
CITY OF DALLAS,  
COLLIN COUNTY, TEXAS  
CITY PLAN FILE NO. S0566-222

A SHARED ACCESS DEVELOPMENT

REVISION

3/15/06	BEING LOTS 26 THROUGH 29, CITY BLOCK 1/8205
4/04/06	PRESTON GATEWAY ADDITION, J.W. OVERTON SURVEY, ABSTRACT NO. 1115
4/11/06	CITY OF DALLAS, COLLIN COUNTY, TEXAS
4/28/06	CITY PLAN FILE NO. S055-222
5/23/06	LANE'S SURVEYING INC.
	2717 MOTLEY DR., SUITE B
	MESQUITE, TEXAS 75150 - 3812
	Phone (972) 681-4442 Fax 681-4859
	JL@LANESURVING.COM

DATE: JANUARY, 2008  
SCALE: 1" = 40'  
FILE NO. SP-772-P2



