

Deed Rest  
ord 23802      Blk 8729

**WHEREAS**, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for a CS Commercial Service District which was approved by the City Council on February 24, 1999, on Zoning Case No. Z989-132/10747-NC(ML) on property on the west side of Davenport Road, south of Winding Creek Court; 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 a CS Commercial Service District as described in Ordinance 23802.

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

**APPROVED AS TO FORM:**  
**ANGELA K. WASHINGTON, Interim City Attorney**

By *Robert H. ...*  
Assistant City Attorney

**APPROVED BY**  
**CITY COUNCIL**

**FEB 24 1999**

*Shirley Gey*  
City Secretary

*[Signature]*  
APPROVED HEAD OF DEPARTMENT

APPROVED \_\_\_\_\_  
DIRECTOR OF FINANCE

APPROVED \_\_\_\_\_  
CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS §  
 COUNTY OF COLLIN §

KNOW ALL PERSONS BY THESE PRESENTS:

## I.

The undersigned, Gary Stradley Ward, an individual ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Collin County School Survey No. 1, Abstract No. 169, City Block 8729, city of Dallas ("City"), Collin County, Texas, and being that same tract of land conveyed to the Owner by W.E. Core, by deed dated January 28, 1993, and recorded in County Clerk File No. 93-0008198, in the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for corner in the center line of Davenport Road (a 60 foot right-of-way), said point being an extension of the north line of Lot 2, Block G/8729, Granberry-Davenport II, an addition to the City of Dallas as recorded in Cabinet J, Slide 822, Plat Records, Collin County, Texas.

THENCE North 03'00'00" West, passing at 30.00 feet an chisel mark set in the west line of said Davenport Road, said rod being the northeast corner of said Lot 2, Block G/8729, and continuing 426.48 feet for a total distance of 456.48 feet to a ½" iron rod with yellow plastic cap stamped "RLG" set for corner;

THENCE North 03'00'00" West for a distance of 194.38 feet to a ½" iron rod with yellow plastic cap stamped "RLG" set for corner;

THENCE South 89'25'00" East along the south line of Old Preston Place, Phase II as recorded in Cabinet B, Slide 296, Plat Records, Collin County, Texas, for a distance of 438.60 feet to a chisel mark set in the west line of said Davenport Road and continuing a distance of 30.00 feet, for a total distance of 468.60 feet to a point in the center line of said Davenport Road;

THENCE South 00'34'30" West along the center line of said Davenport Road for a distance of 194.00 feet to the POINT OF BEGINNING and containing 89,733 square feet or 2.0600 acres, more or less.

## II.

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

**PERMITTED USES**

The only uses permitted shall be as follows:

**AGRICULTURAL USES**

Crop Production

**COMMERCIAL & BUSINESS SERVICE USES**

Custom Business Services

Building Repair and Maintenance Shop.

Catering Service

Electronics Service Center.

Job or Lithographic Printing.

Medical or Scientific Laboratory

Technical school (No operations between the hours of 9:00PM and 6:00AM)

**INDUSTRIAL USES**

Industrial (Inside) for Light Manufacturing

**INSTITUTIONAL AND COMMUNITY SERVICE USES**

Child-care Facility

Church

Public or Private School

**MISCELLANEOUS USES**

Temporary construction or sales office

**OFFICE USES**

Financial Institution without drive-in window

Medical Clinic or Ambulatory Surgical Center (No operations between the hours of 9:00PM and 6:00AM)

Office

**RECREATION USES**

Country Club with private membership

Public Park, playground or golf course

**RETAIL AND PERSONAL SERVICE USES**

Ambulance Service  
Animal Shelter or Clinic without outside runs  
Dry Cleaning or Laundry Store  
Furniture Store  
Nursery Garden Shop or Plant Sales  
Personal Service Uses  
Taxidermist  
Theater

**TRANSPORTATION USES**

Transit passenger shelter

**UTILITY AND PUBLIC SERVICE USES**

Local utilities  
Tower/Antenna for cellular communication

**WHOLESALE DISTRIBUTION AND STORAGE USES**

Office showroom/warehouse  
Warehouse

**YARD, LOT & SPACE REGULATIONS**

Front Yard. 25 feet minimum  
North Side Yard. 25 feet minimum  
Rear Yard. 25 feet minimum  
Maximum floor area ratio is: 0.5  
Maximum Number of Stories above grade: One  
Maximum Building Height. 25 feet  
Maximum Lot Coverage. 50%

**SIGNS**

1. A maximum of one detached sign shall be allowed on the property to be no higher than 25 feet and have a maximum area of 100 square feet unless further restricted by city sign regulations.
2. Attached signs may be a maximum of two feet in height.
3. All illuminated signs shall not be lighted between the hours of 10:00 PM and 6:00AM.

**ADDITIONAL REQUIREMENTS**

1. Construct a 6 foot high solid fence along the north and west property lines and provide landscape screening adjacent to the fence consisting of evergreen plant materials placed a maximum of 24 inches on center along the entire length of the fence capable of obtaining a solid appearance within three years as required by the Dallas Development Code prior to the issuance of a certificate of occupancy. Plant a minimum of 7 trees with a minimum caliper of 4" in the area between the north side of the building to be constructed and the fence along the north property line prior to the issuance of a certificate of occupancy.
2. Trash dumpsters are to be located a minimum of 150 feet from the north property line and 300 feet from the east property line.
3. Exterior lighting shall be no higher than 25 feet above grade and shall be shielded or directed away from the adjacent residences.
4. All uses of the property and any equipment ancillary to those uses shall be within the confines of the building, with the exception of delivery and pickup of materials and parking.

**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 of 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, "PART II OF THE DALLAS DEVELOPMENT CODE," 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 provisions, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED this the 19 day of JANUARY, 1999.

Gary Stradley Ward  
Owner

By: Gary Stradley Ward  
Printed Name: GARY STRADLEY WARD  
Title: OWNER

CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE

NONE  
Property Lienholder or Mortgagee

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
ANGELA K. WASHINGTON, Interim City Attorney

By: Wendell H. Smith  
Assistant City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on January 19, 1999 by Gary Stradley Ward.



Carrie McCullough  
Carrie McCullough  
8-26-02

My commission expires:

990789

EXHIBIT "A"

BEING A TRACT OF LAND SITUATED IN COLLIN COUNTY, TEXAS, BEING PART OF THE COLLIN COUNTY SCHOOL SURVEY NO. 1 SUBDIVISION NO. 6, ABSTRACT 160 AND BEING PART OF A TRACT OF 4.177 ACRES OF LAND DESCRIBED IN DEED FROM ZELMA WILLIAMS CORE, A WIDOW, TO W.E. CORE, AS RECORDED IN VOLUME 711, PAGE 287 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET P-K NAIL IN THE CENTER OF DAVENPORT ROAD (60' ROW), SAID POINT BEING AN EXTENSION OF THE SOUTH PROPERTY LINE OF THE OLD PRESTON PLACE, PHASE II ADDITION;

THENCE SOUTH 0 DEGREES 30 MINUTES WEST A DISTANCE OF 194.00 FEET ALONG THE CENTER OF DAVENPORT ROAD TO A SET P-K NAIL FOR CORNER;

THENCE NORTH 89 DEGREES 25 MINUTES WEST ALONG THE NORTHERN BOUNDARY OF A TRACT OF LAND CONVEYED TO SOUTHWESTERN BELL TELEPHONE COMPANY A DISTANCE OF 446.00 FEET TO A SET 1/2" IRON ROD ON LINE AT THE TOP OF BANK OF MCKAMY CREEK, AND CONTINUING ALONG SAID BEARING A TOTAL DISTANCE OF 456.48 FEET TO A POINT IN THE ABOVE MENTIONED CREEK;

THENCE NORTH 3 DEGREES 00 MINUTES WEST A DISTANCE OF 194.38 FEET ALONG SAID CREEK TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 25 MINUTES EAST A DISTANCE OF 20.35 FEET TO A SET 1/2" IRON ROD FOR A POINT ON LINE AT THE TOP OF BANK AND CONTINUING ALONG SAID BEARING A TOTAL DISTANCE OF 466.35 FEET ALONG THE SOUTHERN BOUNDARY LINE OF THE OLD PRESTON PLACE PHASE II ADDITION TO THE POINT OF BEGINNING AND CONTAINING 2.0694 ACRES OF LAND.

EXHIBIT "A"

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