

September 9, 1998

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for a CR Community Retail District which was approved by the City Council on September 9, 1998, on Zoning Case No. Z978-175/10526-NC(KC) on property on the north side of Frankford Road, east of Kelly Boulevard; 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:

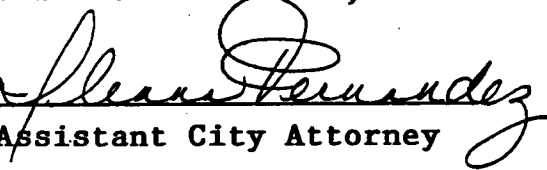
Section 1. That the deed restrictions set forth in the attached instrument be and are hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property zoned a CR Community Retail District as described in Ordinance No. ~~23648~~

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.

APPROVED AS TO FORM:

ANGELA K. WASHINGTON, Interim City Attorney

By 
Assistant City Attorney

APPROVED BY
CITY COUNCIL

SEP 09 1998


City Secretary

APPROVED  HEAD OF DEPARTMENT APPROVED _____ DIRECTOR OF FINANCE APPROVED _____ CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 COUNTY OF DENTON §

I.

The undersigned, **James M. Harris, Trustee** (undivided 7/9th interest) and **Gardcom, Ltd. Money Purchase Pension Plan & Trust** (Individual Accounts of James M. Harris and Adam Harris) 2/9th individual interest ("the Owners"), are the owners of the following described property ("the Property"), being in particular a tract of land out of the William Miller Survey, Abstract No. 883, and J. McCarts Survey, Abstract No. 885, City Block 8751, City of Dallas ("City"), Denton County, Texas, and being that same tract of land conveyed to James H. Harris, Trustee (undivided 7/9th interest) and Gardcom, Ltd. Money Purchase Pension Plan and Trust (Individual Accounts of James M. Harris and Adam Harris, 2/9th undivided interest) by Mark A. Weisbart, Trustee, by deed dated October 11, 1996, and recorded in the Deed Records of Denton County, Texas under Instrument Number 96-R0073836, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

II.

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

1. No building will be located within fifty feet (50') of the north right-of-way line of Frankford Road.
2. A landscape buffer twenty-five feet (25') in width and containing a three foot (3') high berm with grass or ground cover will be planted adjacent to the northern right-of-way line of Frankford Road. This area will contain 3 ½" Live Oak trees planted twenty-five foot (25') on center, except for driveway openings and visibility corner clips. Any protected tree located in the landscape buffer which is retained will count toward the required trees on a tree per tree basis. Said landscape buffer and Live Oak trees shall be installed prior to the issuance of a certificate of occupancy on the Property. The twenty-five foot (25') landscape buffer shall contain at least one hundred seventy (170) five (5) gallon shrubs and shall be maintained in a healthy, growing condition.

3. Detached premise signs along Frankford Road will be monument signs with a maximum height of ten feet (10') and may be incorporated in the landscape buffer and located on said berm. The maximum number of monument signs is two (2) and the maximum size of each sign is one hundred (100) square feet. Non-premise signs are prohibited.
4. No building located within two hundred fifty feet (250') of the northern right-of-way line of Frankford Road may exceed two (2) stories which shall not exceed thirty-six feet (36') in height.
5. No building located on the Property may exceed fifty feet (50') in height.
6. No tower/antenna for cellular communication may be located within two hundred fifty feet (250') of the northern right-of-way line of Frankford Road.
7. Any roof mounted mechanical equipment must be screened.
8. Parking lot lights may not exceed twenty two feet (22') in height and must be fitted with a shielded type of directional fixture to direct light onto the Property and away from adjacent properties.
9. The following uses are permitted:
 - A. Agricultural uses:
 - *Crop production*
 - B. Commercial and business service uses:
 - *Catering Service*
 - C. Institutional and community service uses:
 - *Adult day care facility*
 - *Cemetery or mausoleum*
 - *Child care facility*
 - *Church*
 - *Community service center*
 - *Library, art gallery, or museum*
 - *Public or private school*
 - D. Miscellaneous uses:
 - *Temporary construction or sales office*
 - *Placement of fill material*

- E. Office uses:
- *Financial institution without drive-in window*
 - *Financial institution with drive-in window*
 - *Medical clinic or ambulatory surgical center*
 - *Office*
- F. Recreation uses:
- *Country club with private membership*
 - *Private recreation center, club or area*
 - *Public park, playground or golf course*
- G. Retail and personal service uses:
- *Dry cleaning or laundry store*
 - *Furniture store*
 - *General merchandise or food store 3,500 square feet or less*
 - *General merchandise or food store greater than 3,500 square feet*
 - *Home improvement center, lumber, brick or building materials, sales yard*
 - *Motor vehicle fueling station*
 - *Nursery, garden shop or plant sales*
 - *Personal service use*
 - *Restaurant without drive-in or drive-through service*
- H. Utility and public service uses:
- *Electrical substation*
 - *Local utilities*
 - *Police or fire station*
 - *Post office*
 - *Tower/antenna for cellular communication*
 - *Radio, television or microwave tower*
 - *Utility or government installation other than listed*
10. Retail and Personal Service Uses are limited to a floor area ratio of .35:1.00. Office uses are limited to a floor area ratio of .5:1.00.

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 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 Owners must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at their 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 Owners agree that these restrictions inure to the benefit of the City. The Owners hereby grant 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 Owners agree that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owners agree 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 Owners agree to defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in connection with the provision 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 Owners 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," as amended, apply and are incorporated into this document as if recited in this document.

X.

The Owners understand and agree that this document shall be governed by the laws of the State of Texas.

XI.

The Owners certify and represent that there are no liens, other than liens for ad valorem taxes, against the Property if there are no signatures of lienholders subscribed below.

XII.

The invalidation of any provision of this instrument 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 severable.

EXECUTED this the 4th day of August, 1998.

JAMES M. HARRIS, TRUSTEE

James M Harris

GARDCOM, LTD. MONEY PURCHASE
PENSION PLAN & TRUST

By: James M Harris
Its: Trustee

CONSENT AND CONCURRENCE OF
LIENHOLDER:

Property Lienholder

By: _____
Title: _____

APPROVED AS TO FORM:

SAM A. LINDSAY, City Attorney

By: Sam A Lindsay
Assistant City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on August 4, 1998, by James M. Harris, Trustee.



Stephanie Reese
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on August 4, 1998, by James M. Harris, Trustee of Gardcom, Ltd. Money Purchase Pension Plan & Trust, on behalf of said Trust.



Stephanie Reese
Notary Public in and for the State of Texas

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LEGAL DESCRIPTION

BEING 12.324 acres of land located in the WILLIAM MILLER SURVEY, Abstract No. 883, and the J. McCants Survey, Abstract No. 885 Dallas, Denton County, Texas and being a portion of the 280.36 acre tract of land conveyed to Charles C. McKamy, by the deed recorded in Volume 157, Page 104 of the Deed Records of Denton County, Texas. Said 12.324 acres being more particularly described by metes and bounds, as follows:

BEGINNING at a 1/2" iron rod found at the Northwest corner of said 280.36 acre tract also being the Northeast corner of Block 1/8751 North Central Dallas Housing Opportunity Addition to the City of Dallas, Denton County, Texas according to the plat recorded in Cabinet E, Page 135 of the Map Records of Denton County, Texas.

THENCE S 89° 25' 34" E 595.83 feet along the North boundary line of said 280.36 acre tract to a 1/2" iron rod found at the Northwest corner of the tract of land conveyed to James J. Hartnett, Sr. by the deed recorded in County Clerks File No. 94-R0082511 of the deed records of Denton County, Texas;

THENCE S 00° 32' 11" E 872.65 feet along the West boundary line of said Hartnett Tract to a 1/2" iron rod set in the North right-of-way line of Frankford Road (a 100 foot right-of-way);

THENCE Along the North right-of-way line of said Frankford Road, as follows:

1. S 89° 54' 27" W 45.61 feet, to a 5/8" iron rod found at the beginning of a curve to the left.
2. SOUTHWESTERLY 93.97 feet, along said curve to the left having a radius of 950.00 feet, a central angle of 05° 40' 03", and a chord bearing S 87° 04' 25" W 93.93 feet, to a 1/2" iron rod set at the end of said curve.
3. S 84° 14' 24" W 356.52 feet, to a 1/2" iron rod set at the beginning of a curve to the right.
4. SOUTHWESTERLY 106.83 feet, along said curve to the right having a radius of 850.00 feet, a central angle of 07° 12' 04", and a chord bearing S 87° 50' 25" W 106.76 feet, to a 1/2" iron rod set, in the West boundary line of aforesaid 280.36 acre tract;

THENCE N 00° 11' 43" W 923.26 feet, along the West boundary line of said 280.36 acre tract, being the East boundary line of Lot 1, Block W/8751 Springfield Apartments, an Addition to the City of Dallas, Denton County, Texas according to the plat recorded in Cabinet E, Slide 160, of the Map Records of Denton County, Texas and also the East boundary line of aforesaid North Central Dallas Housing Opportunity Addition to THE PLACE OF BEGINNING, containing 12.324 acres of land.