

C/8763

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 #Z923-212/9400-N on property on the southeast corner of Dallas North Tollway and Timberglen 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 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:  
SAM LINDSAY, City Attorney  
By *[Signature]*  
Assistant City Attorney

APPROVED *[Signature]* HEAD OF DEPARTMENT      APPROVED \_\_\_\_\_ DIRECTOR OF FINANCE      APPROVED \_\_\_\_\_ CITY MANAGER

DEED RESTRICTIONS

STATE OF TEXAS       §  
                          §  
COUNTY OF COLLIN   §

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 456 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.

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.

2923-212/9400-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.

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: [Signature]  
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:

8-5-95

[Signature]  
Notary Public - State of Michigan

M. SUSAN SETZKE  
Printed Name of Notary Public

M. SUSAN SETZKE  
Notary Public, Oakland County, MI  
My Commission Expires Aug. 5, 1995

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Approved as to form:  
SAM LINDSAY, City Attorney

By: [Signature]  
Assistant City Attorney

Sutton Place

## EXHIBIT "A"

BEING a tract of land situated in the MCGIMP BAYS SURVEY, Abstract No. 65, City of Dallas Block No. C/8763, Lot 5, City of Dallas, Collin County, Texas, and being a tract of land shown in Volume D at Page 98 of the map records of Collin County, Texas as SUTTON PLACE ADDITION NO. 1 an addition to the City of Dallas, Collin County, Texas and being more particularly described as follows:

BEGINNING at the northeast corner of the revised plat of BENT TREE LANE CONDOMINIUMS, Phase I Addition, an addition to the City of Dallas, Texas, according to the plat recorded in Volume C at Page 565 of the map records of Collin County, Texas;

THENCE South 89 degrees 27 minutes 15 seconds West, a distance of 518.02 feet to an iron rod found for a corner;

THENCE North 00 degrees 01 minutes 21 seconds West, a distance of 258.67 feet to an iron rod set for a corner;

THENCE North 89 degrees 59 minutes 41 seconds West, a distance of 368.58 feet to an iron rod set for a corner that is in the existing easterly right of way line of Dallas North Tollway (a 162.50 foot right of way);

THENCE North 00 degrees 00 minutes 19 seconds East along the easterly right of way of Dallas North Tollway a distance of 354.00 feet to an iron rod set for a corner that is formed by the intersection of Dallas North Tollway and Timber Glen Road (an existing 32 foot right of way and a future 64 foot right of way);

THENCE departing the easterly right of way of Dallas North Tollway along the southerly right of way of Timber Glen Road South 89 degrees 58 minutes 00 seconds East, distance of 886.41 feet to an iron rod set for a corner;

THENCE South 00 degrees 01 minutes 21 seconds East, a distance of 607.25 feet to an iron rod found corner and the PLACE OF BEGINNING and containing 446,323.16 square feet or 10.246 acres, more or less.