

Approved as to form:  
SAM LINDSAY, City Attorney

COUNCIL CHAMBER  
August 9, 1995

952728

By   
Assistant City Attorney

WHEREAS, the City Council on August 22, 1979 passed Resolution No. 792449 providing for the acceptance of two deed restriction instruments submitted in conjunction with an application for a change of zoning to an O-2 Office District on two tracts of land, one labeled as Tract 6b at the northwest corner of Timberglen Road and Pear Ridge Drive, and one labeled as Tract 7 at the northeast corner of the Dallas North Tollway and Timberglen Road involving Zoning File No. ~~Z789-213/4842-N~~; and

WHEREAS, the City Council on June 4, 1986 passed Resolution No. 861719 providing for the acceptance of a deed restriction instrument submitted in conjunction with an application for a change of zoning to an O-2 Office District on property at the southwest corner of Timberglen Road and Pear Ridge Drive involving Zoning File No. Z834-415/4842-N; and

WHEREAS, application has been made to terminate the deed restrictions in conjunction with a request for a change of zoning to an MF-2(SAH) Multifamily (Standard Affordable Housing) District on property on the north side of Timberglen Road between the Dallas North Tollway and Pear Ridge Drive and on property at the southwest corner of Timberglen Road and Pear Ridge Drive involving Zoning File No. Z945-143/4842-N; and

WHEREAS, new deed restrictions have been submitted in conjunction with the rezoning of the subject property; and

WHEREAS, the City Council at a public hearing on August 9, 1995 approved the termination of the existing deed restrictions and further approved the acceptance of the new deed restrictions in accordance with the recommendation of the City Plan Commission; and

WHEREAS, instruments providing for the termination of the existing deed restrictions and instruments containing the new deed restrictions have been approved as to form; Now Therefore; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the attached instruments providing for the termination of the existing deed restrictions be and are hereby accepted by the City Council of the City of Dallas, Texas.

Section 2. That the attached instruments providing for the new deed restrictions 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-2(SAH) Multifamily (Standard Affordable Housing) District as described in Ordinance No. \_\_\_\_\_

Section 3. That said instruments shall be filed in the Deed Records of Collin County, Texas.

Section 3. That this resolution shall take effect after its passage in accordance with the Charter of the City of Dallas and it is accordingly so resolved.

APPROVED BY  
CITY COUNCIL

AUG 9 1995

APPROVED   
HEAD OF DEPARTMENT

APPROVED   
DIRECTOR OF FINANCE

APPROVED   
CITY MANAGER

City Secretary



at least 3 1/2 inches in diameter. Additional landscape features must be provided within the setback areas and shall include shrubbery, grass, ground cover, flowerbeds and berms. Multiple berms shall be located on three sides of the PROPERTY to partially shield buildings from view and shall each vary in height from a minimum of 15 inches to a maximum of three and one-half (3 1/2') feet high (except at the end of each berm which may be ground level), with no more than 8 feet between berms except at driveway locations. All landscaping shall be automatically irrigated, regularly trimmed, and maintained in a healthy and growing condition, and dead or damaged plant material promptly replaced. OWNER shall replace with substantially similar material any dying, damaged or unhealthy trees or other landscaping features within 30 days of receipt of written notice to do so from the City.

5. Lot Coverage and Open Space. Buildings and other roofed structures shall cover no more than 50% of the PROPERTY and there must be at least 10% open space.
  6. Equipment Location and Screening. All heating, air-conditioning units and similar equipment, and other utility or mechanical equipment, as well as trash collection receptacles and equipment shall be screened from view from public roadways by appropriate vegetation and/or fencing, and such areas shall at all times be kept in a clean and sanitary condition.
  7. Signs. There may be no more than seven premise signs on the PROPERTY. Monument signs may not be greater than four feet high and have a maximum effective area greater than 32 square feet and there shall not be more than four monument signs of such size. Any monument signs in excess of four, shall not exceed a maximum effective area of 16 square feet. Other detached signs may not exceed a maximum effective area of 12 square feet. No signs may have attached or internal lighting. Pole signs are prohibited.
  8. Lighting. All common areas, parking areas and main entry ways to the PROPERTY shall be illuminated during all nighttime hours.
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## III.

These restrictions shall continue in full force and effect for a period of thirty (30) 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 to 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 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 mortgagors or lienholders subscribed below.

XII.

The invalidation of any provision of 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.

XIII.

All headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of any of the provisions of this document.

XIV.

This document may be executed in multiple counterparts, all of which shall constitute one original document for all purposes.

EXECUTED this the 7 day of August, 1995.

Presbyterian Healthcare System

By: Thomas S. Palmer  
Name: THOMAS S. PALMER  
Title: Vice Pres.

The undersigned mortgagor joins in the execution of these Covenants and Deed Restrictions to evidence its consent thereto and its acknowledgment that the security interest and other provisions of the documents evidencing, securing, governing and/or pertaining to the loan by the undersigned secured by the subject property, is hereby made subordinate and subject to these Covenants and Deed Restrictions.

CONSENT AND CONCURRENCE OF MORTGAGOR

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

APPROVED AS TO FORM:  
SAM A. LINDSAY, City Attorney

By: Sam A. Lindsay  
Assistant City Attorney


952728

VERIFICATION

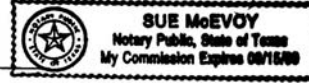
STATE OF TEXAS }  
COUNTY OF DALLAS }

This instrument was acknowledged before me on August  
7th, 1995, by Thomas S. Palmer,  
Vice President of Presbyterian Healthcare System, a  
Texas non-profit corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th  
day of August, 1995.

  
Notary Public

My commission expires \_\_\_\_\_



## FIELD NOTES

BEING a tract of land situated in the M. Dayes Survey, Abstract No. 65, and being part of a 10.670 acre tract conveyed to John A. Jackson as recorded in Volume 1686, Page 700, Deed Records of Collin County, Texas and being part of a 10.004 acre tract conveyed to Presbyterian Medical Center as recorded in Volume 1216, Page 374 and part of a 10.009 acre tract conveyed to Presbyterian Medical Center as recorded in Volume 1307, Page 679 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the intersection of the west line of Pear Ridge Road (64 feet wide) and the north line of Timberglen Road (64 feet wide);

THENCE North 89 degrees 58 minutes 00 seconds West, along said north line of Timberglen, a distance of 1176.37 feet to a point for corner;

THENCE North 33 degrees 24 minutes 40 seconds West, a distance of 21.57 feet to a point for corner;

THENCE North 00 degrees 00 minutes 19 seconds East, along the east line for the Dallas Parkway a distance of 847.65 feet to a point for corner;

THENCE South 89 degrees 58 minutes, 00 seconds East, a distance of 1187.83 feet to a point for corner;

THENCE South 00 degrees 01 minutes 21 seconds East, along the west line of Pear Ridge, a distance of 865.65 feet to the point of BEGINNING AND CONTAINING 23.6070 acres of land more or less.