

FILE ✓
~~10, 11, 2, 3, 5, 8~~

013378

COUNCIL CHAMBER

November 14, 2001

WHEREAS, the deed restriction amendments in the attached instrument have been volunteered in conjunction with Zoning Case No. Z001-232/11003-NC(WE), a request to amend existing deed restrictions which were approved by the City Council on February 23, 2000, in Zoning Case No. Z990-117/11003-NC(BP) for a change of zoning from Planned Development District No. 106 to an R-10(A) Single Family District on property on the south side of Frankford Road, west of Winding Creek Road; and

WHEREAS, said amended deed restrictions have been approved as to form; Now, Therefore,

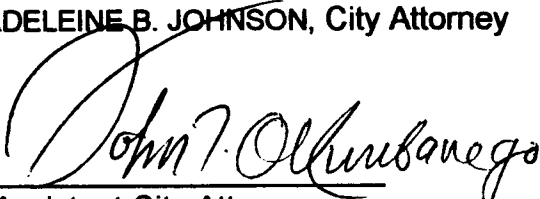
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the amended 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 R-10(A) Single Family Residential District as described in Ordinance No. 24198.

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:
MADELEINE B. JOHNSON, City Attorney

By 
Assistant City Attorney

APPROVED BY
CITY COUNCIL

NOV 14 2001


City Secretary

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

AMENDMENT TO DEED RESTRICTIONS

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS
 COUNTY OF COLLIN §

I.

The undersigned, TED REEDER, INC., ("the Owner"), is the owner of the following described real property ("the Property"), being in particular a tract of land out of the Collin County School Land Survey, Abstract No. 169, part of City Block O/8727, City of Dallas ("City"), Collin County, Texas and being that same tract of land conveyed to the Owner by Atticus Real Estate Services, Inc., by deed dated August 18, 2000, and recorded in Volume 00-0092364, Page 4739-2278, in the Deed Records of Collin County, Texas, and being more particularly described in Exhibit "B", attached hereto and made a part hereof for all purposes.

II.

That the Property was impressed with certain deed restrictions ("Original Restrictions") as shown in the instrument dated January 31, 2000, signed by Mark Humphreys and recorded in Volume 4611, Page 2286 of the Deed Records of Collin County, Texas, a true and correct copy of which is attached to this instrument as Exhibit "C" and made a part of this instrument.

III.

That the Owner does hereby amend Article II (4) of the Original Restrictions to read as follows:

"4. Trees must be planted on the Property as follows:

- (a) The total number of trees required on the Property is 49. Of the 49 required trees, 16 must be planted on the Property by December 27, 2001.
- (b) No tree may be less than six inches in caliper.
- (c) The Owner shall apply to the Board of Adjustment to extend the time period required for planting the remaining 33 trees on the Property.
- (d) All required trees must be planted as shown on Exhibit "A" [~~Certain delineated trees shown on Exhibit A must be preserved.~~]."

IV.

That the preceding amendment was made following notice and public hearing before the City Plan Commission and City Council of the City as required by Article IV of the Original Restrictions, and notice of such public hearing was given as would have been required by law for

a zoning change on the Property. The Owner must file this instrument in the Deed Records of Collin County at its sole cost and expense before the amendment becomes effective.

V.

That the Owner certifies and represents that there are no liens or mortgages, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgages or lienholders subscribed below.


VI.

That the invalidation of any provision in 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 to be severable.

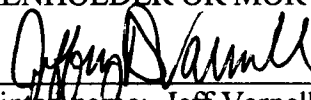
VII.

That is expressly stipulated and understood that the preceding amendment of Article II (4) shall in no manner operate to impair or reduce the enforceability of the Original Restrictions, as originally written, and that all restrictions and provisions contained in the deed restriction dated January 31, 2000, and recorded in Clerk's File No. _____ of the Deed Restrictions of Collin County, Texas shall remain in full force and effect except as amended by Paragraph III of this instrument. Furthermore, it is expressly stipulated and understood that all provisions contained in the aforementioned deed restriction instrument apply to this instrument as if recited herein.

EXECUTED at Plano, Collin County, Texas, this the 1st day of November, 2001.

by: 
 Printed name: Ted Reeder
 Title: President
 Ted Reeder, Inc., Owner

CONSENT AND CONCURRENCE OF
 LIENHOLDER OR MORTGAGEE

by: 
 Printed name: Jeff Varnell
 Title: SVP.
 State Bank of Texas, Lienholder

APPROVED AS TO FORM:

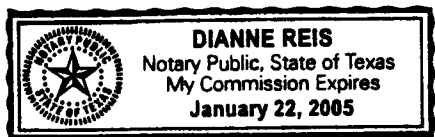
MADELEINE B. JOHNSON, City Attorney

by: John F. Kumbanego
Assistant City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on ~~October~~ ^{November} 1, 2001 by Ted Reeder, President of Ted Reeder, Inc., a Texas Corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

My commission expires: 1/22/05

Exhibit "B"

Being LOTS 28A, 28B, 28C, 29A, 30A, 31A, and 32A, BLOCK O/8727 of the Preston Road Highlands Addition of the City of Dallas, Collin County, Texas as shown on the plat recorded in Volume N, Page 136 of the Deed Records of Collin County, Texas.

South 28°14'40" West a distance of 56.80 feet to a point for corner;

South 54°43'40" West a distance of 58.60 feet to a point for corner;

North 64°59'20" West a distance of 72.70 feet to a point for corner;

North 70°51'20" West a distance of 100.20 feet to a point for corner;

North 51°47'20" West a distance of 49.80 feet to a point for corner;

North 73°27'20" West a distance of 44.50 feet to a point for corner said point being the most southwesterly corner of said LOT 32, BLOCK 0/8727;

THENCE departing the approximate centerline of said CREEK and along the westerly line of said LOT 32, BLOCK 0/8727 North 03°46'16" East a distance of 199.84 feet to a 1/2 inch iron rod set in the southerly Right-of-Way line of said FRANKFORD ROAD;

THENCE departing the westerly line of said LOT 32, BLOCK 0/8727 and along the southerly Right-of-Way line of said FRANKFORD ROAD South 88°39'40" East a distance of 529.72 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 3.086 acres or 134,432 square feet of land more or less.

II.

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

Deed Restrictions for the Humphreys Addition/ Frankford Estates

1. The property may only be used for a maximum of 8 single family houses constructed on separately platted lots.
2. A wall must be constructed along the entire north boundary of the property on Frankford Road, excluding only the entrance way into Frankford Estates. Subject to approval by the Board of Adjustments, the wall must be between 7.5 feet and 8.5 feet in height.
3. A deceleration lane must be provided along Frankford Road at the entrance to the development.
4. Certain delineated trees shown on Exhibit A must be preserved.
5. Landscaping will comply with Article X of Dallas Development Code.

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 restriction, 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 restriction, 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.

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.

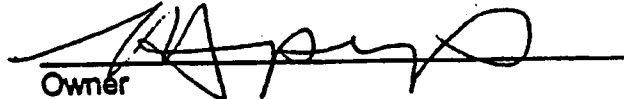
XI.

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.

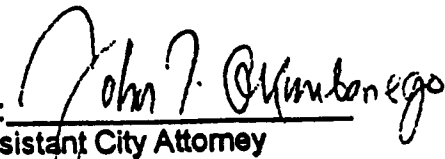
The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED this the 31 day of January, 2000.


Owner

By: _____
Printed Name: MARK E. HUMPHREYS
Title: PRES ATTILUS REAL ESTATE SERVICES
CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

APPROVED AS TO FORM:
MADELEINE B. JOHNSON, City Attorney

By: 
Assistant City Attorney

[ATTACH THE APPROPRIATE ACKNOWLEDGMENT FOR EACH SIGNER]

(D) A corporation:

STATE OF TEXAS

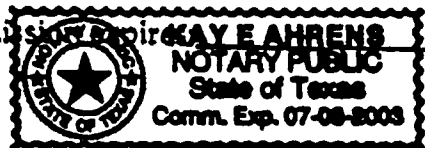
COUNTY OF Dallas

This instrument was acknowledged before me on February 16, 2000 by
Mark E. Humphreys, President of Atticus Real Estate Services, Inc a
Texas corporation, on behalf of said corporation.

[Handwritten Signature]

President

My commission expires



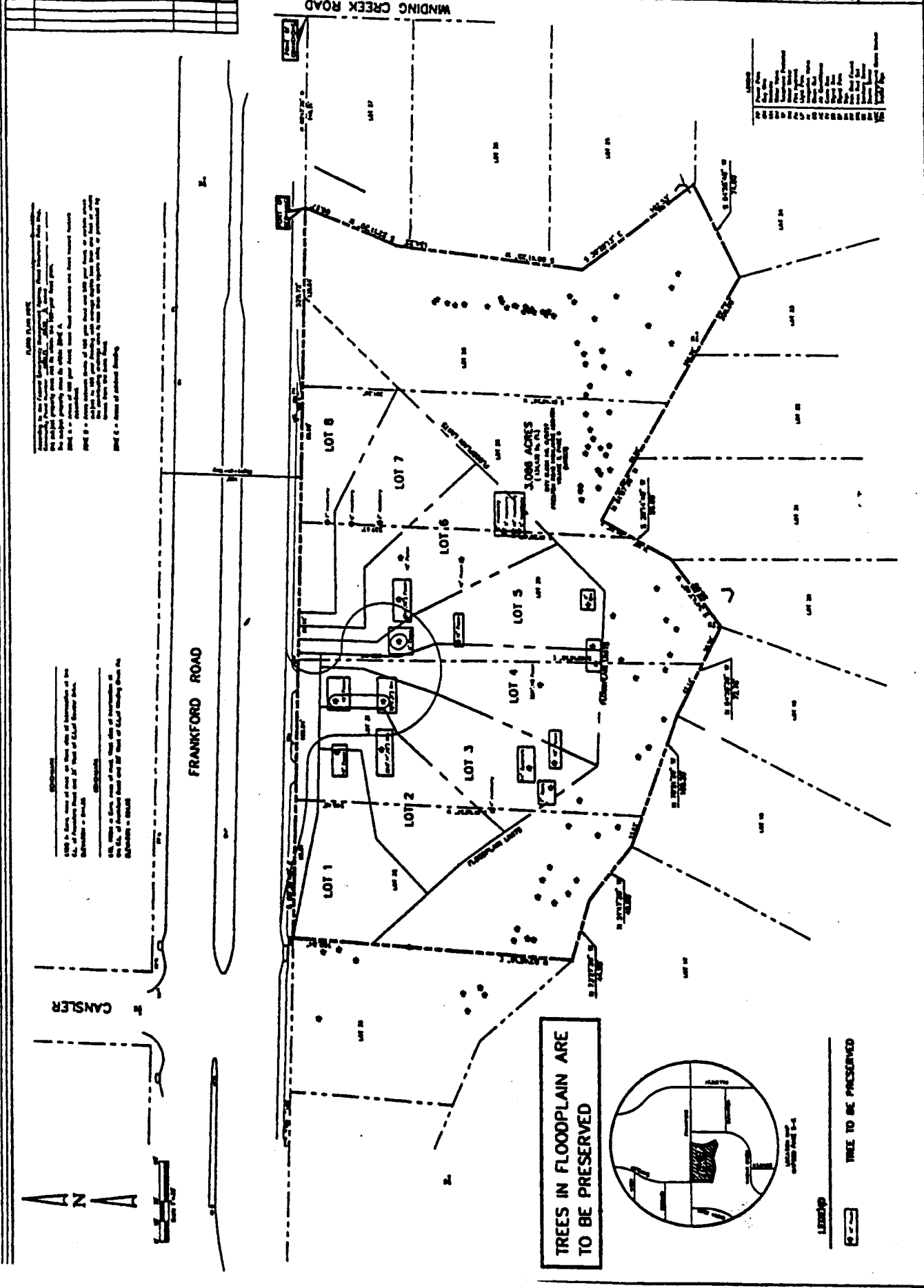
Kay E. Ahrens

Project No. 1	1000000000
Sheet No.	1000000000
Date	10/1/88
Scale	1" = 40'
Author	J. L. ...
Checked	J. L. ...
Approved	J. L. ...

TREE PRESERVATION EXHIBIT A
 LOTS 1-8, BLOCK O/8727
 FRANKFORD CREEK ESTATES
 DALLAS, TEXAS

PREPARED BY: J. L. ...
 6111 W. CENTRAL EXPRESS, SUITE 100
 DALLAS, TEXAS 75206

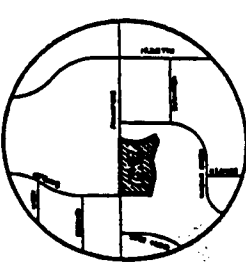
Winkelmann & Associates, Inc.
 1100 North Stemmons Freeway, Suite 1000
 Dallas, Texas 75207
 Phone: (214) 761-1100



FRANKFORD ROAD
 WINDING CREEK ROAD

LOT 1
 LOT 2
 LOT 3
 LOT 4
 LOT 5
 LOT 6
 LOT 7
 LOT 8

TREES IN FLOODPLAIN ARE
 TO BE PRESERVED



LEGEND
 TREES TO BE PRESERVED