

052515

COUNCIL CHAMBER

August 24, 2005

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with property located in City Block 8734 near the intersection of Hillcrest Road and Frankford Road, which is the subject of Zoning Case No. Z045-179/12356(RB); and

WHEREAS, the City Council desires to accept the deed restrictions in the attached instrument; Now, Therefore,

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

Section 1. That the deed restrictions 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 that is the subject of Zoning Case No. Z045-179/12356(RB).

Section 2. That the deed restrictions in the attached instrument shall be filed in the Deed Records of Collin County, Texas.

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

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By Cadey Burgess
Assistant City Attorney

APPROVED BY
CITY COUNCIL

AUG 24 2005

Shirley Gray
City Secretary

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

DEED RESTRICTIONS

THE STATE OF TEXAS)
)
 COUNTY OF COLLIN) **KNOW ALL PERSONS BY THESE PRESENTS:**

I.

The undersigned, **CROSSING FRANKFORD AT HILLCREST, L.P.**, a Texas limited partnership ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Martha McBride Survey, Abstract No. 553, City of Dallas ("City"), Collin County, Texas, and being that same tract of land conveyed to the Owner by Plano Independent School District, by deed dated June 27, 2005, and recorded in Volume 1169, Page 843, in the Deed Records of Collin County, Texas, and being more particularly described as follows (the "Property"):

Being a tract of land out of the Martha McBride Survey, Abstract No. 553, in the City of Dallas, Collin County, Texas, and being a part of the 326.993 acre tract conveyed by Hunt Investment Corporation to Frankford Associates by Deed dated September 12, 1977, of record in Volume 1072, Page 82, Deed Records of Collin County, Texas, more particularly described as follows:

Commencing at the centerline intersections of Davenport Road (56 foot R.O.W.) and Frankford Road (50 foot R.O.W.);

THENCE, South 88 deg. 53 min. 14 sec. East, along the centerline of Frankford Road, a distance of 2070.13 feet to a point;

THENCE, North 01 deg. 06 min. 46 sec. East, a distance of 25.00 feet to the POINT OF BEGINNING;

THENCE, North 01 deg. 00 min. 00 sec. East 915.68 feet to a point for a corner;

THENCE, South 89 deg. 00 min. 00 sec. East, a distance of 352.55 feet to a point for a corner; said point being in a curve to the left having a tangent bearing of North 10 deg. 52 min. 39 sec. West;

THENCE, in a Southeasterly direction along said curve to the left having a central angle of 24 deg. 37 min. 21 sec., a radius of 640.00 feet, a tangent of 139.67 feet, an arc distance of 139.67 feet to a point of tangency.

THENCE, South 35 deg. 30 min. 00 sec. East, a distance of 243.97 feet to a point for a corner;

THENCE, North 84 deg. 12 min. 00 sec. West, a distance of 171.55 feet to a point for corner;

THENCE, South 02 deg. 21 min. 36 sec. West, a distance of 485.93 feet to a point for a corner, said point being on the North R.O.W. of Frankford Road (50 foot R.O.W.);

THENCE, North 88 deg. 53 min. 14 sec. West, along said R.O.W. of Frankford Road a distance of 427.02 feet to the POINT OF BEGINNING AND CONTAINING 406,850 square feet of land or 9.340 acres of land, more or less.

II.

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

1. The only permitted main uses on the Property are single family residential and local utilities. Multi-family dwellings are prohibited.
2. Except as provided for in Section 51A-4.408(a)(2) of the Dallas Development Code, the maximum structure height for residential use is 35 feet, and height is measured to the highest point of the structure.
3. Maximum number of stories for residential use is two (2) stories.
4. Maximum number of dwelling units on the Property is forty (40).
5. Each lot must have a minimum of three large trees. Two of the trees must have a minimum caliper of two inches each, and one tree must have a minimum caliper of four inches and must be located in the front yard. All plant materials must be maintained in a healthy growing condition.
6. All single family dwellings must be developed with a front entry or J-swing garages. Rear entry garages are prohibited. Each dwelling will have a minimum of a two-car garage. Driveways extending into an alley are prohibited.
7. Single family dwellings must be constructed with a minimum of 75% brick, masonry, stone or masonry stucco. Drivit Stucco is prohibited.
8. The second floor windows facing north of the single family dwellings constructed along the northern property lines of the Property and the second floor windows facing west of the single family dwellings constructed along the western property lines of the Property must utilize translucent glass or other materials that prohibit unrestricted visibility to adjacent properties.
9. Single family dwellings constructed on lots along the northern and western property lines of the Property are prohibited from having balconies or decks located above the first floor on the sides of such dwellings facing north or west.
10. Single family dwellings constructed on lots along the northern and western property lines of the Property must include a solid fence in the northern or western yard, respectively, constructed to a height of eight feet.
11. Single family dwellings on the Property must have all required off-street parking provided within an enclosed structure. Single family dwellings on the Property are prohibited from having open carports.

12. Single family dwellings must be set back at least five (5) feet from side property lines.
13. All single family lots located on the northern and western boundaries of the Property shall be a minimum of 7,200 square feet.
14. Vehicular access from individual lots within the Property to the existing alleys located adjacent to the north and west boundaries of the Property shall be prohibited except as required by the City of Dallas for vehicles used for utility, police, fire department or ambulance services.

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 from the person or persons held to have violated these restrictions. 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.

IX.

Unless stated otherwise in this document, the definitions and provisions of CHAPTER 51A of the Dallas City Code, as amended, apply and are incorporated into this document as if recited in this document.

X.

This instrument 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.

052515

EXECUTED this the 3rd day of August, 2005.

OWNER:

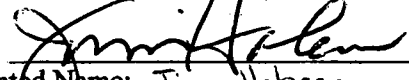
CROSSING FRANKFORD AT
HILLCREST, L.P., a Texas limited
partnership

By: Crossing Frankford GP, Inc.,
Texas corporation,
General Partner

By: 
Donald Ping, President

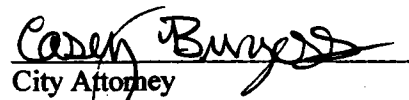
CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

Century Bank, N.A.
Property Lienholder or Mortgagee

By: 
Printed Name: Jim Habern
Title: SR Vice President

APPROVED AS TO FORM:

Thomas P. Perkins, Jr.,
City Attorney

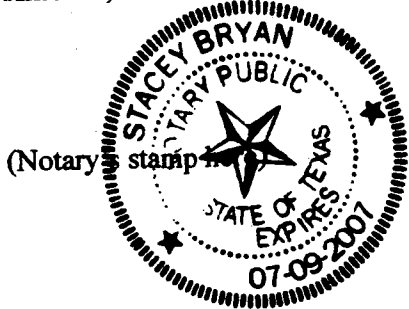
By: 
City Attorney

Owner Acknowledgment

State of Texas

County of Dallas

This instrument was acknowledged before me on 8/3/05 (date of acknowledgment) by Donald Ping, President of Crossing Frankford GP, Inc., General Partner of Crossing Frankford at Hillcrest, L.P. on behalf of said partnership.



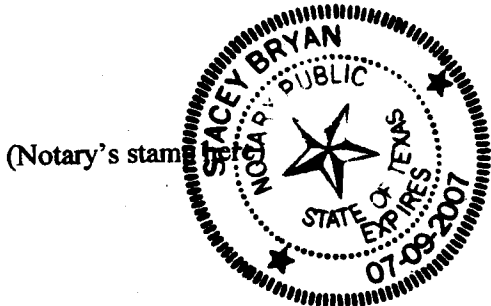
Stacey Bryan
Notary Public in and for the State of Texas

Lender Acknowledgment

State of Texas

County of Dallas

This instrument was acknowledged before me on 8/3/05 (date of acknowledgment) by Jim Haben, in his/her capacity as Sr Vice President of Century Bank, N.A. on behalf of said bank.



Stacey Bryan
Notary Public in and for the State of Texas