

March 8, 2000

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for a R-10(A) Single Family District which was approved by the City Council on February 23, 2000, on Zoning Case No. Z990-117/11003-NC(BP) on property west of the northwest corner of Frankford Road and Winding Creek 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 R-10(A) Single Family District as described in Ordinance 24198.

Section 2. That said deed restrictions shall be filed in the Deed Records of Dallas 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 John J. Okunbanego
Assistant City Attorney

APPROVED BY
CITY COUNCIL

MAR 03 2000

Shaley Gray
City Secretary

APPROVED Ray Couch
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

DEED RESTRICTIONS

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

I.

The undersigned, Mark Humphreys, President of Atticus Real Estate Services, Inc, ("the Owner"), is the owner of the following described property (the Property"), being in particular a tract of land out of the Collin County School Land Survey, Abstract No. 169, City Block 0/8727, City of Dallas ("City"), Collin County, Texas, and being that same tract of land conveyed to the Owner by Anita Louise Huggins, Bobby Nell Marshall, Charles R. Orlando Johnson, Fred J. Johnson, Jr. & Tony R. Lane Huggins, by deed dated 5-22-98, and recorded in Volume 4184, Page 0257, in the Deed Records of Collin County, Texas, and being more particularly described as follows:

FIELD NOTE DESCRIPTION

STATE OF TEXAS
 COUNTY OF COLLIN

BEING a portion of LOTS 28,29,30,31& 32,BLOCK 0/8727 of the PRESTON ROAD HIGHLANDS ADDITION an addition to the City of Dallas, as recorded in Volume 2, Page 9 of the Map Records of Collin County, Texas (MRCCT) and being more particularly described as follows;

COMMENCING at the intersection of the westerly right-of-way line of WINDING CREEK ROAD (50' right-of-way) and the southerly right-of-way line of FRANKFORD ROAD (100' Right-of-Way);

THENCE departing the westerly Right-of-Way line of said WINDING CREEK ROAD and along the southerly Right-of-Way line of said FRANKFORD ROAD North 88°47'35" West a distance of 140.71 feet to a 1/2 inch iron rod set for the POINT OF BEGINNING said point being set in the approximate centerline of a CREEK;

THENCE departing the southerly Right-of-Way line of said FRANKFORD ROAD and along the meanders of the approximate centerline of said CREEK as follows;

South 22°11'20" West a distance of 69.97 feet to a point for corner;

South 06°41'25" West a distance of 134.22 feet to a point for corner;

South 38°29'13" East a distance of 102.53 feet to a point for corner;

South 64°55'48" West a distance of 74.00 feet to a point for corner;

North 61°07'20" West a distance of 206.00 feet to a point for corner;

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.

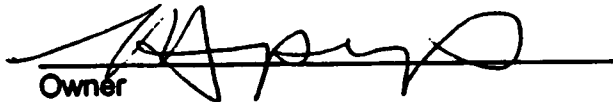
XI.

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.

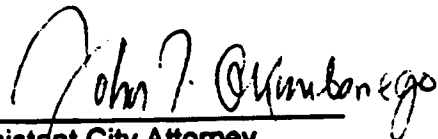
The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED this the 31 day of January, 2000.


Owner

By: _____
Printed Name: MARK E. HUMPHREYS
Title: PRES ATTORUS 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]

