

**WHEREAS**, the City Council on August 1, 1984 passed Resolution No. 84-2485 providing for the acceptance of a deed restriction instrument submitted in conjunction with an application for a change of zoning to an O-1 Office District on property on the north side of Midpark Road, west of Goldmark Drive involving Zoning File No. Z834-217/768-N; and

**WHEREAS**, the City Council on November 14, 1984 passed Resolution No. 84-3621 providing for the acceptance of a deed restriction instrument submitted in conjunction with an application for a change of zoning to an O-1 Office District on property on the south side of Spring Valley Road, west of Goldmark Drive involving Zoning File No. Z834-288/1115-N; and

**WHEREAS**, application has been made to terminate the deed restrictions in both instruments in conjunction with a request for a change of zoning to an MU-2 Mixed Use District on the subject property involving Zoning File No. Z967-257/10136-NC(RB); 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 October 22, 1997 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 an instrument containing the new 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 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 instrument providing for the new deed restrictions be and is hereby accepted by the City council of the City of Dallas, Texas, to be used in conjunction with the development of property zoned an MU-2 Mixed Use District as described in Ordinance No. 23326

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

APPROVED BY

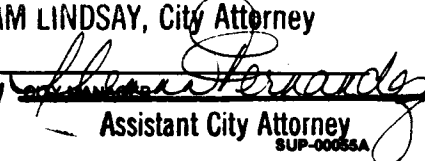
**CITY COUNCIL**

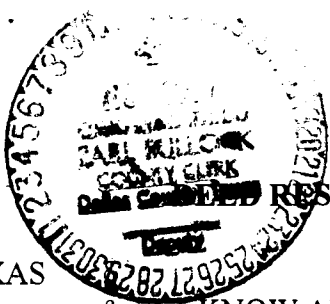
**Section 4.** That this resolution shall take effect from and after its passage in accordance with the Charter of the City of Dallas and is accordingly so resolved.

NOV 12 1997

APPROVED   
HEAD OF DEPARTMENT

APPROVED   
DIRECTOR OF FINANCE  
City Secretary

Approved as to form:  
SAM LINDSAY, City Attorney  
By   
Assistant City Attorney  
SUP-00055A



973678

**RESTRICTIONS**

**2211025**

THE STATE OF TEXAS

11/12/97

740764

\$17.00

Deed

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§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF DALLAS

I.

The undersigned, **CALMAC ASSOCIATES I, LTD.**, a Texas limited partnership (the "**Owner**") is the owner of the following described property (the "**Property**"), being in particular two tracts of land out of the Charles H. Durgin Survey, Abstract No. 416, City Block 7760, City of Dallas ("**City**"), Dallas County, Texas, and being those same tracts of land conveyed to the Owner by Special Warranty Deed dated January 23, 1995, and recorded in Volume 95017, Page 1600, in the Deed Records of Dallas County, Texas, and by Special Warranty Deed dated March 16, 1994, and recorded in Volume 94051, Page 1530, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

TRACT 1:



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

BEING a tract of land situated in the Charles H. Durgin Survey, Abstract No. 416, City of Dallas, Dallas County, Texas, and being a portion of a tract of land conveyed to the American Federal Bank, F.S.B., recorded in Volume 89227, Page 2753 of the Deed Records of Dallas County, Texas (DRDCT) and being more particularly described as follows:

COMMENCING at the projected intersection of the westerly Right-of-Way line of GOLDMARK DRIVE (a variable width right-of-way) and the northerly line of MIDPARK ROAD (30' Right-of-Way);

THENCE departing the westerly Right-of-Way line of said GOLDMARK DRIVE and along the northerly Right-of-Way line of said MIDPARK ROAD South 88 degrees 44 minutes 00 seconds West a distance of 25.11 feet to a 3/8 inch iron rod found for the POINT OF BEGINNING;

THENCE continuing along the northerly Right-of-Way line of said MIDPARK ROAD South 88 degrees 44 minutes 00 seconds West a distance of 465.00 feet to an "x" cut set in concrete for corner;

THENCE departing the northerly Right-of-Way line of said MIDPARK ROAD North 01 degrees 13 minutes 12 seconds West a distance of 247.53 feet to a 1/2 inch iron rod found for corner;

THENCE North 88 degrees 45 minutes 52 seconds East a distance of 470.42 feet to a 1/2 inch iron rod found for corner;

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7967-257/10136-NC(RB)

THENCE South 00 degrees 02 minutes 09 seconds West a distance of 247.33 feet to the POINT OF BEGINNING;  
CONTAINING within these metes and bounds 2.656 acres or 115,713 square feet of land, more or less.

TRACT II:

BEING a tract of land situated in the Charles H. Durgin Survey, Abstract No. 416, City of Dallas, Dallas County, Texas, being all of Lot 8, City Block 7760, of STONESTREET ADDITION, an Addition to the City of Dallas, Dallas County, Texas according to the Map recorded in Volume 94048, Page 2106, of the Map Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the northwest line of GOLDMARK DRIVE (a 60' right-of-way), being the southerly corner of Lot 1, City Block 7760, of KEYSTONE PARK NO. 6 ADDITION, an addition to the City of Dallas, Dallas County, Texas, according to the Map recorded in Volume 71130, Page 3513, Map Records of Dallas County, Texas;

THENCE South 45 degrees 39 minutes 09 seconds West, along said GOLDMARK DRIVE, a distance of 480.34 feet to a 1/2 inch iron rod set for corner;

THENCE South 67 degrees 12 minutes 39 seconds West, a distance of 18.60 feet to a 1/2 inch iron rod set for corner in the northerly line of MIDPARK ROAD (a variable width right-of-way);

THENCE south 88 degrees 46 minutes 09 seconds West, along the northerly line of said GOLDMARK ROAD, a distance of 46.46 feet to a 1/2 inch iron rod set for corner in the easterly line of a tract of land conveyed to American Federal Bank, F.S.B. as recorded in Volume 89227, Page 2753, Deed Records, Dallas County, Texas;

THENCE North 00 degrees 02 minutes 09 seconds West, a distance of 313.89 feet to 1/2 inch iron rod found for the northwesterly corner of said Lot 8, the same being the most southerly corner of Lot 5 of said STONESTREET ADDITION;

THENCE North 45 degrees 39 minutes 31 seconds East, along the common line of said Lots 8 and 5, a distance of 513.33 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 57 minutes 51 seconds East, a distance of 39.98 feet to a 1/2 inch iron rod found for corner in the westerly line of said Lot 1;

THENCE South 00 degrees 02 minutes 09 seconds West, along the common line of said Lots 8 and 1, a distance of 328.68 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds, 3.380 acres or 147,329 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:

- (a) That the maximum building height for any building shall not exceed four (4) stories.
- (b) That the maximum density is forty (40) units per acre.
- (c) The only permitted use on the Property is retirement housing.
- (d) That the maximum structure height is 56 feet.

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. 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, "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 16 day of October, 1997.

**CALMAC ASSOCIATES I, LTD.,**  
a Texas limited partnership, Owner

By: *D. DeMaefel*  
Printed Name: D. DeMaefel  
Title: General Partner

APPROVED AS TO FORM:

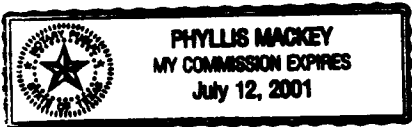
**SAM A. LINDSAY**, City Attorney

By: *Ileana Fernandez*  
Ileana Fernandez,  
Assistant City Attorney

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on October 16, 1997, by D. DeMaefel, General Partner of Calmac Associates, Ltd., a Texas limited partnership, on behalf of said limited partnership.



*Phyllis Mackey*  
Notary Public, State of Texas