

deed Restrictions

COUNCIL CHAMBER
February 8, 1995

950615

8408, 8409

WHEREAS, the ~~deed restrictions~~ in the attached instruments have been volunteered in conjunction with a hearing to determine the proper zoning on property presently zoned an MU-3 Mixed Use District held by the City Council on December 14, 1994, involving Zoning Case #~~2004-210/5994~~-E on both sides of Vantage Point Drive, northwest of Greenville Avenue; 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 instruments 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 MU-3 Mixed Use District.

Section 2. That said deed restrictions shall be filed in the Deed Records of Dallas County, Texas.

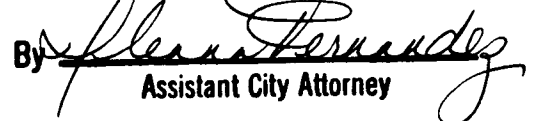
Section 3. That this resolution shall take effect from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

FEB 8 1995


City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By 
Assistant City Attorney

APPROVED


HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS }
 COUNTY OF DALLAS }

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, CAY/MEM JOINT VENTURE, a Texas joint venture (the "OWNER"), is the owner of the following described property (the "PROPERTY") being in particular a tract of land situated in the City of Dallas ("City"), Dallas County, Texas and part of the J. D. Hamilton Survey, Abstract No. 647 and being part of City Block 8408 of the City of Dallas and being part of a tract of land conveyed to the OWNER by Restland Memorial Park of Dallas on January 9, 1976, and recorded in Volume 76007, Page 428, in the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as set forth in Exhibit "A" attached hereto.

II.

The OWNER does hereby impress all the PROPERTY with the following deed restrictions, applicable only to residential uses, ("restrictions"), to wit:

- (1) Development of the PROPERTY is limited to no more than 22 dwelling units per acre.
- (2) The height of structures on the PROPERTY is limited to 50 feet.
- (3) Prior to the submission of an application for a certificate of occupancy for a multi-family use on the PROPERTY, limited access security gates must be erected at ingress and egress points to the PROPERTY. These security gates must be maintained in good working condition at all times.
- (4) OWNER shall hold annual meetings with the City police department on crime prevention for the PROPERTY.
- (5) OWNER shall, at its own expense, maintain the PROPERTY at all times in good and clean condition in accordance with applicable ordinances established by the City for multifamily uses, as

2934-210/5994-E

they may be amended from time to time. This requirement shall include, but not be limited to, the proper cleaning and maintenance of parking lots, driveways, lighting, landscaping, common areas, recreational facilities, balconies and walkways, swimming pools and equipment, exterior wood siding, and windows in accordance with these ordinances.

- (6) OWNER shall, at its own expense, maintain the PROPERTY including all facility interiors, equipment, storerooms, mechanical rooms, and recreational facilities in accordance with the City fire code. OWNER shall maintain parking lots, driveways, and fire lanes in accordance with the City fire code.
- (7) OWNER shall remove abandoned, wrecked, or junked motor vehicles from the PROPERTY pursuant to applicable state statutes and City ordinances.
- (8) OWNER shall request annual inspections of the PROPERTY by the City code inspection departments and shall cooperate fully with the City inspection activities and code enforcement agencies in their inspections of the PROPERTY.
- (9) OWNER shall allow the City police department to make reasonable inspections or security analysis of the PROPERTY and shall cooperate with the City police department in implementing recommended security measures to the extent they are reasonable, legal, and nondiscriminatory pursuant to applicable federal and state laws and do not require the expenditure of substantial funds unless required by City ordinances. Security measures include, but are not limited to additional lighting.

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 as 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. 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. 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. 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," 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 liens, other than liens for ad valorem taxes, against the PROPERTY if there are no signatures of lienholders subscribed below.

XII.

The invalidation of any provision of 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.

EXECUTED this the 7th day of December,
1994.

CAY/MEM JOINT VENTURE, a Texas
joint venture, Owner

By CAY Trust No. 2, Joint
Venturer

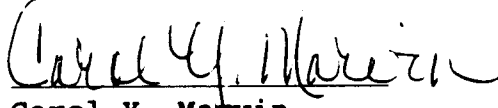
By: 
Peter W. Baldwin, Trustee

By: 
John T. Green, Trustee

By: 
P. T. Bee, Trustee

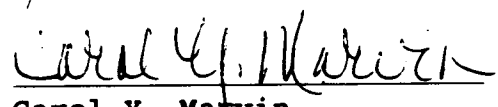
By MICHAEL EDWARD MARVIN
TRUST, No. 2, Joint Venturer

By: American Trust Company,
Trustee, a
Texas corporation

By: 
Carol Y. Marvin,
President

By WALTON LAND TRUSTS,
Joint Venturer

By: American Trust Company,
Trustee, a
Texas corporation

By: 
Carol Y. Marvin,
President

Approved as to form:
SAM LINDSAY, City Attorney

By: 
Assistant City Attorney

CONSENT AND CONCURRENCE OF
LIENHOLDER:

Property Lienholder

By: _____

Title: _____

STATE OF Texas }
COUNTY OF Dallas }

This instrument was acknowledged before me on December 6, 1994 by Peter W. Baldwin, Trustee of CAY Trust No. 2, on behalf of said Trust as Joint Venturer of CAY/MEM JOINT VENTURE, a Texas joint venture, on behalf of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December, 1994.

Colleen DeBard
Notary Public

My commission expires 8/24/98.

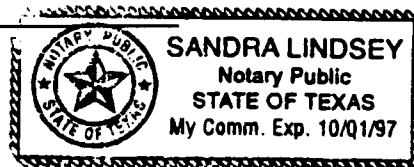
STATE OF Texas }
COUNTY OF Dallas }

This instrument was acknowledged before me on December 7, 1994 by John T. Green, Trustee of CAY Trust No. 2, on behalf of said Trust as Joint Venturer of CAY/MEM JOINT VENTURE, a Texas joint venture, on behalf of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of December, 1994.

Sandra Lindsey
Notary Public

My commission expires _____



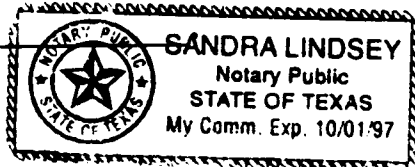
STATE OF Texas }
COUNTY OF Dallas }

This instrument was acknowledged before me on December 7, 1994 by P. T. Bee, Trustee of CAY Trust No. 2, on behalf of said Trust as Joint Venturer of CAY/MEM JOINT VENTURE, a Texas joint venture, on behalf of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of December, 1994.

Sandra Lindsey
Notary Public

My commission expires _____



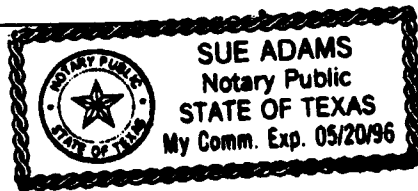
STATE OF Texas }
COUNTY OF Dallas }

This instrument was acknowledged before me on Dec 7, 1994 by Carol Young Marvin, President of American Trust Company, a Texas corporation on behalf of said corporation as Trustee of MICHAEL EDWARD MARVIN TRUST, NO. 2 on behalf of said trust, as Joint Venturer of CAY/MEM JOINT VENTURE, a Texas joint venture, on behalf of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of Dec, 1994.

Sue Adams
Notary Public

My commission expires _____



STATE OF Texas }
COUNTY OF Dallas }

This instrument was acknowledged before me on Dec
7, 1994 by Carol Young Marvin, President of American Trust Company, a Texas corporation on behalf of said corporation as Trustee of WALTON LAND TRUSTS, on behalf of said trust, as Joint Venturer of CAY/MEM JOINT VENTURE, a Texas joint venture, on behalf of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th
day of December, 1994.

Sue Adams
Notary Public

My commission expires _____



STATE OF _____ }

COUNTY OF _____ }

This instrument was acknowledged before me on _____, 1994 by _____,
_____ of _____, a _____
Corporation, as the act of and on behalf of said
Corporation.

Given under my hand and seal of office on this _____ day
of _____, 1994.

Notary Public in and
for _____
the State of _____

Printed Name of Notary

My commission expires: _____.

Exhibit "A"**Page 1 of 2**

BEING a tract of land situated in the J. D. HAMILTON SURVEY, ABSTRACT No. 647, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a point in the northeast line of Vantage Point Drive (80' ROW), said point being the most westerly corner of Lot 7, Block C/8408, said point also being N 50° 18'00" W along the northeast line of Vantage Point Drive, a distance of 228.27 feet from the most westerly corner of Lot 1, Block C/8408;

THENCE, N 50° 18'00" W, 213.54 feet along the northeast line of Vantage Point Drive to the beginning of a curve to the right, said curve having a radius of 375 feet, a central angle of 53° 51'40", a tangent length of 19.05 feet, and a chord bearing of N 23° 22'10" W;

THENCE, continuing along said northeast line of Vantage Point Drive and along said curve, a distance of 35.25 feet to the beginning of a curve to the left, said curve having a radius of 60.00 feet, a central angle of 92° 06'49", a tangent length of 62.26 feet, and a chord bearing of N 42° 29'44" W;

THENCE, continuing along said northeast line of Vantage Point Drive and along said curve, a distance of 96.46 feet to the POINT OF BEGINNING;

THENCE, along the northwest line of Vantage Point Drive and continuing with said curve to the left, said curve having a radius of 60.00 feet, a central angle of 98° 09'10", a tangent of 69.21 feet, and a chord bearing of S 42° 22'16" W;

THENCE, continuing along said northwest line of Vantage Point Drive and along said curve, a distance of 102.79 feet to the beginning of a curve to the right, said curve having a radius of 37.5 feet, a central angle of 53° 51'40", a tangent length of 19.05 feet, and a chord bearing of S 20° 13'31" W;

THENCE, continuing along said northwest line of Vantage Point Drive and along said curve, a distance of 35.25 feet to the point of tangency;

THENCE, S 47° 09'22" W, 288.24 feet along said northwest line of Vantage Point Drive to a point of corner;

THENCE, N 50° 22'25" W, 427.01 feet to a point for corner;

THENCE, N 19° 06'05" E, 292.40 feet to a point for corner;

THENCE, N 36° 39'05" E, 175.89 feet to a point for corner;

Page 2 of 2

THENCE, N 09° 55'40" W, 48.20 feet to a point for corner;

THENCE, N 57° 48'40" E, 126.39 feet to a point for corner in the southwest line of I.H. 635;

THENCE, S 57° 02'06" E, 57.63 feet along said southwest line of I.H. 635 to an angle point;

THENCE, S 71° 58'35" E, 289.42 feet along said southwest line of I.H. 635 to an angle point;

THENCE, S 01° 26'51" W, 388.91 feet to the POINT OF BEGINNING, and containing 329,467 square feet or 7.564 acres of land, more or less.