

Deed

D9

October 26, 1994

A/8678

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MF-3(A) Multifamily District which was approved by the City Council on October 26, 1994, on Zoning Case #Z934-179/9609-E on property on the west side of Audelia Road, north of Walnut Street; 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 MF-3(A) Multifamily District as described in Ordinance 22242

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

OCT 26 1994

Robert T. Brown
City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *Sam Lindsay*
Assistant City Attorney

APPROVED

[Signature]
HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS }

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF DALLAS }

I.

That the undersigned, Richland Oaks Apartments Limited Partnership, a Texas limited partnership by Plexstar Management, Inc., its general partner by Dan Shellist, President, the "OWNER" is the owner of the following described property ("PROPERTY") situated in Dallas County, Texas, being in particular a tract of land out of the B.F. Hall Survey, Abstract No. 660 and the James E. Jackson Survey, Abstract No. 700, and also being all of Lot 2, Block A/8678, Walnut Addition, an addition to the City of Dallas ("City"), Texas, and being that same tract of land conveyed to OWNER by Sebatax, Inc., a New York Corporation, recorded in Volume 89043, Page 2826, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEING a tract or Parcel of land out of the B.F. Hall Survey, Abstract No. 660 and the James E. Jackson Survey, Abstract No. 700 and also being all of Lot 2, Block A/8678, Walnut Addition, an addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 82203, Page 0500, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the west line of Audelia Road (a 100 foot right-of-way), said point being the southeast corner of said Lot 2, Block A/8678 and the northeast corner of Richland Plaza Shopping Center as recorded in Volume 78155, Page 1600, Map Records, Dallas County, Texas;

THENCE South 89° 51' 12" West along the south line of said Lot 2 and the north line of said Richland Plaza Shopping Center, a distance of 533.64 feet to an 1/2" iron rod set for corner in the Southwest corner of Lot 2, said point also being the southeast corner of Wingate Condominiums as recorded in Volume 81214, Page 1545, Condominium Records, Dallas County, Texas;

THENCE North 00° 30' 06" West along the west line of Lot 2 and the east line of Wingate Condominiums, a distance of 497.75 feet to a 1/2" iron rod set for corner in the northwest line of Lot 2, said point being in the south line of Richland Park East, First Section as recorded in Volume 75089, Page 0495, Map Records, Dallas County, Texas;

THENCE South 89° 51' 29" East long the north line of Lot 2 and the south line of said Richland Park East, First Section, a distance of 531.92 feet to a 1/2" iron rod set for corner in the northeast corner of Lot 2 and in the west line of Audelia Road (a 100 foot Right-of-Way);

THENCE South 00° 42' 13" East along the west line of Audelia Road a distance of 495.08 feet to the POINT OF BEGINNING and containing 6.0712 acres of land.

Z934-179/9609-N

II.

The OWNER does hereby impress the PROPERTY with the following deed restrictions:

- (1) Development on the PROPERTY is limited to no more than 314 dwelling units.
- (2) Height of structures on the PROPERTY is limited as follows:

All structures on the property north of a line 220 feet south of and parallel to the north property line are limited to 30 feet in height and two stories.

All structures on the property south of a line 220 feet south of and parallel to the north property line are limited to 39 feet in height and three stories. A sketch of the height limit areas is attached as exhibit "A".
- (3) Six-foot high solid screening fences will be maintained along the side and rear yard property lines. These property lines include the north, west and south property lines.
- (4) OWNER shall conduct one annual meeting 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 a good and clean condition in accordance with applicable ordinances established by the City of Dallas for multi-family housing, as they may be amended from time to time. This requirement shall include, but not 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 apartment interiors, equipment, storerooms, mechanical rooms, and recreational facilities in accordance with the City of Dallas fire code. OWNER shall maintain parking lots, driveways, and fire lanes in accordance with the City of Dallas fire code.
- (7) OWNER shall promptly remove from the PROPERTY of abandoned, wrecked or junked motor vehicles pursuant to applicable state statutes or City of Dallas ordinances.
- (8) OWNER shall cooperate fully with the City of Dallas inspection activities and code enforcement agencies in their inspections of the PROPERTY.
- (9) OWNER shall allow the City of Dallas Police Department to make

reasonable inspections or security analyses of the PROPERTY and will cooperate with the Police Department in implementing recommended security measures to the extent they are reasonable, legal and nondiscriminatory pursuant to applicable Federal or State laws, and do not require the expenditure of substantial funds unless required by City ordinances. Security measures shall include, but not be limited to, additional facade lighting and lighting of parking areas.

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.

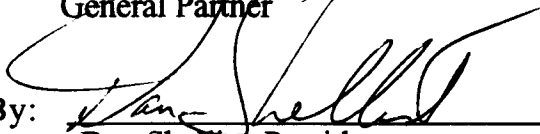
XI.

The 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.

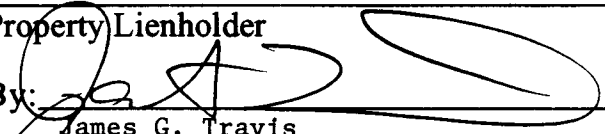
EXECUTED this the 22nd day of Sept., 1994.

Richland Oaks Apartments Limited Partnership,
a Texas Limited Partnership


By: Plexstar Management, Inc., its
General Partner

By: 
Dan Shellist, President

CONSENT AND CONCURRENCE OF LIENHOLDER:

Federal Deposit Insurance Corporation
Property Lienholder
By: 
James G. Travis
Title: Attorney-in-Fact

Approved as to form:
SAM LINDSAY, City Attorney

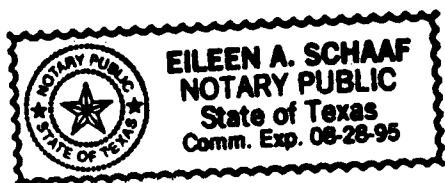
By: 
Assistant City Attorney

STATE OF TEXAS }

COUNTY OF DALLAS }

This instrument was acknowledged before me on September 22, 1994 by Dan Shellist, President of Plexstar Management, Inc., as general partner on behalf of Richland Oaks Apartments Limited Partnership, a Texas limited partnership, as the act of and on behalf of said limited partnership.

Given under my hand and seal of office on this 22nd day of September, 1994.



Eileen A. SchAAF
Notary Public in and for
the State of Texas

EILEEN A. SCHAAF
Printed Name of Notary

My commission expires: August 28, 1995.

STATE OF NEW JERSEY }

COUNTY OF MIDDLESEX }

This instrument was acknowledged before me on September 1, 1994 by James G. Travis, as Attorney-in-Fact of Federal Deposit Insurance Corporation ~~behalf of~~ on behalf of the Federal Deposit Insurance Corporation, as the act of and on behalf of said Corporation.

Given under my hand and seal of office on this 1st day of September, 1994.

Pauline M. Stevens
Notary Public in and for
the State of _____

PAULINE M. STEVENS
A Notary Public of New Jersey
My Commission Expires Oct. 15, 1997
Pauline M. Stevens
Printed Name of Notary

My commission expires: _____.

EXHIBIT "A"

