

BIK/
1522

TERMINATION

9466

WHEREAS, the City Council on July 31, 1985 passed Resolution No. 85-2464 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 at the northwest corner of Greenville Avenue and Boundbrook Avenue involving Zoning File No. Z845-107/5536-E; and

WHEREAS, application has been made to terminate the deed restrictions in conjunction with a request for a change of zoning to a TH-2(A) Townhouse District on the subject property involving Zoning File No. Z923-251/9466-E; 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 27, 1993 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, an instrument 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 instrument providing for the termination of the existing deed restrictions be and is 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 a TH-2(A) Townhouse District as described in Ordinance No. _____

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

Section 4. 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

AUG 10 1994

Robert T. Brown

City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *Sharon Terunuma*
Assistant City Attorney

APPROVED

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.

The undersigned, Boundbrook Oaks Venture, a Texas General Partnership, ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the D. Barrow Survey, Abstract No. 177, part of City Block 7522, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to Boundbrook Oaks Venture by Cyrus H. Young by deed dated January 10, 1994, and recorded in Volume 94006, Page 1035, in the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part of this instrument.

II.

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

1. There shall be no attached single family dwelling units on the Property.

2. There shall be no more than nineteen (19) detached single family dwelling units on the Property.

3. A masonry screening wall, which must be a minimum of six feet (6') in height, shall be constructed on the Property along Greenville Avenue and Boundbrook Drive with points of ingress and egress as shown on the approved Final Plat of the Property. Ingress and egress on Greenville Avenue shall be limited to emergency vehicles only.

4. Completion of the wall shall occur prior to the final inspection of the first dwelling unit on the Property.

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 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 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.

2923-251/9466-E

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 the filing of 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," 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 in 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 at the City of Dallas, Dallas County, Texas this the 12 day of July, 1994.

Boundbrook Oaks Venture,
a Texas General Partnership

By: [Signature]
Jack O. Woodworth, Jr.
Title General Partner

CONSENT AND CONCURRENCE
OF LIENHOLDER:

Western Bank & Trust
Property Lienholder

By: [Signature]
Title: Senior Vice President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Jack O. Woodworth, Jr. General Partner of Boundbrook Oaks Venture, a Texas General Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of July, 1994.

[Signature]
Kathy Spears

My Commission Expires: 8/23/97



STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Larry L. Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of July, 1994.

[Signature]
Cathy Conway

My Commission Expires: 12/12/95



APPROVED AS TO FORM:
SAM A. LINDSAY, City Attorney

BY: [Signature]
Assistant City Attorney

WARRANTY DEED WITH VENDOR'S LIEN

			DEED	13.01
			TOTL	13.01
AG01	4795	0000000	7224	9:32AM 1/11/94

Date: January 1, 1994 *CH*

Grantor: Cyrus H. Young

Grantor's Mailing Address (including county):

Grantee: Boundbrook Oaks Venture

Grantee's Mailing Address (including county):

Consideration: the execution and delivery by grantee of it's one certain promissory note of even date herewith in the principal sum of \$600,000.00, of which the sum of \$475,000.00 is secured by the herein described Vendor's Lien, said \$600,000.00 note is payable to the order of Western Bank and Trust, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees,

Western Bank and Trust, at the instance and request of the grantee herein having advanced and paid in cash to the grantor herein \$475,000.00 which represents that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described \$600,000.00 note, the Vendor's Lien, together with the Superior Title to said property is retained herein for the benefit of said Western Bank and Trust, and the same are hereby TRANSFERRED AND ASSIGNED to said Western Bank and Trust.

94006 1035

Property (including any improvements):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Reservations from and Exceptions to Conveyance and Warranty: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions or any overlapping of improvements; zoning ordinances; rights of parties in possession; rights of the public, the State of Texas and the municipality in and to that portion of the property, if any, lying within the boundaries of any roadway, public or private; taxes for 1993, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.
When the context requires, singular nouns and pronouns include the plural.

EXECUTED THIS 1st DAY OF January, 1994. *CHY*

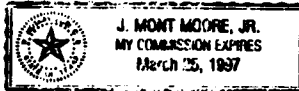
Cyrus H. Young
Cyrus H. Young

(Acknowledgment)

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the
by Cyrus H. Young

3rd day of January, 1994



J. Mont Moore, Jr.
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the
by
of
a
corporation, on behalf of said corporation.

day of . 19

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

AFTER RECORDING RETURN
Boundbrook Oaks Veneer

PREPARED IN THE LAW OFFICE OF:

AMERICAN TITLE CO.
179 N. ...
Richard ...

EXHIBIT A

BEING a survey of a tract of land in the D. BARROW SURVEY, ABSTRACT NO. 177, DALLAS County, Texas, and being part of Tract 2, Block No. 7522, and being more particularly described as follows:

BEGINNING at the point of intersection of the West line of Greenville Ave. and the North line of Soundbrook Ave., said point being an iron rod set for corner;

THENCE North 74 degrees 42 minutes 32 seconds West, along the North line of Soundbrook Ave., 335.61 feet to an iron rod set for corner in the East line of Northwood Estates Addition Revised (30-67), same being the East line of a 10 foot alley in said Addition;

THENCE North 32 degrees 58 minutes 53 seconds East, along the East line of said alley and addition, 445.49 feet to an iron rod set for corner at the intersection of the west line of the herein described tract and the East line of said Northwood Addition and the South line of University Poultry Colony Addition (4-221);

THENCE South 87 degrees 03 minutes 19 seconds East, along the South line of said Colony Addition, 167.10 feet to an iron rod set for corner in said South line;

THENCE South 22 degrees 56 minutes 41 seconds West, departing the South line of said Addition, 202.19 feet to an iron rod set for corner;

THENCE South 87 degrees 03 minutes 19 seconds East, 200.00 feet to an iron rod set for corner in the West line of Greenville Ave. (Radial bearing from this point North 53 degrees 49 minutes 54 seconds West);

THENCE in a Southwesterly direction around a curve to the right having a central angle of 02 degrees 50 minutes 22 seconds, a radius of 1090.00 feet, a tangent length of 27.01 feet, a distance of 54.02 feet to an iron rod set for corner in the Westerly line of Greenville Avenue;

THENCE continuing along the West line of Greenville Ave., South 39 degrees 00 minutes 26 seconds West, 275.85 feet to the POINT OF BEGINNING and CONTAINING 126,473 square feet or 2.9034 acres of land, more or less.

SAVE AND EXCEPT a tract of land in the D. BARROW SURVEY, ABSTRACT NO. 177, DALLAS County, Texas, and being part of Tract 2, Block No. 7522, and being more particularly described as follows:

COMMENCING at the point of intersection of the Northerly line of Soundbrook Ave. with the Westerly line of Greenville Ave. (100 feet wide);

THENCE North 74 degrees 42 minutes 32 seconds West, along the Northerly line of Soundbrook Ave. 335.61 feet to intersection with the Easterly line of a 10 foot wide alley, same being the Easterly line of Northwood Estates Addition Revised (30-67) and same being an iron rod at the point of beginning of the tract described herein;

THENCE North 32 degrees 58 minutes 53 seconds East, along the Easterly line of said alley and said addition, 445.49 feet to an iron rod at the Southwest corner of the University Poultry Colony Addition (4-221), an addition to the City of Dallas;

THENCE South 87 degrees 03 minutes 15 seconds East, along the Southerly line of said Colony Addition, 5.78 feet;

THENCE South 32 degrees 58 minutes 53 seconds West, 446.79 feet to a point in the Northerly line of Soundbrook Ave.;

THENCE North 74 degrees 42 minutes 32 seconds West, along the Northerly line of Soundbrook Ave., 5.25 feet to the POINT OF BEGINNING and CONTAINING 2,231 square feet of land, more or less.

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STATE OF TEXAS COUNTY OF DALLAS
JAN 11 1984
COUNTY CLERK Dallas County, Texas

Car Bunk

94 JAN 10 PM 3:56

COUNTY CLERK
DALLAS COUNTY, TEXAS

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