

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 *Sam Lindsay*  
Assistant City Attorney

APPROVED

HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

TERMINATION OF DEED RESTRICTIONS

THE STATE OF TEXAS )  
 ) KNOW ALL MEN 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 Property was imposed with certain deed restrictions ("restrictions") as shown in an instrument dated July 25, 1985, and signed by Jean Lowe and recorded in Volume 92196, Page 1696, of the Deed Records of Dallas County, Texas, (also recorded in Volume 85157, Page 2397 of the Deed Records of Dallas County, Texas), a true and correct copy of which is attached to this instrument as Exhibit "B" and made a part of this instrument.

## III.

The Owner does hereby terminate and release the restrictions in their entirety as they apply to the Property.

## IV.

The above termination was made following 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 was given as would have been required by law for a zoning change on the Property. The Owner must file this 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 termination becomes effective.

## V.

The termination of these restrictions is 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 to defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in connection with this instrument.

## VII.

Unless stated otherwise in this instrument, the definitions and provisions of CHAPTER 51A, "PART II OF THE DALLAS DEVELOPMENT CODE," as amended, apply and are incorporated into this instrument as if recited in this instrument.

3923-251/9466-E

VIII.

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

STATE OF TEXAS §  
COUNTY OF DALLAS §

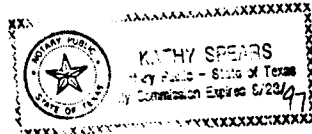
BEFORE ME, the undersigned authority, on this day personally appeared Jack O. Woodworth, Jr. General Partner of Boundbrook Oaks Venture, a Texas General Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for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

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

[Signature: Kathy Spears]

My Commission Expires: 8/23/97

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



BY [Signature: Steve Fernandez]  
Assistant City Attorney

## Exhibit "A"

BEING a survey of a tract of land in the D. FARROW SURVEY, ABST. NO. 177, Dallas County, Texas, and being part of Tract 2, Block N. 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 Boundbrook Ave., said point being an iron rod set for corner;

THENCE, N  $74^{\circ}42'32''$  W, along the North line of Boundbrook Ave., 335.61' 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' alley in said Addition;

THENCE, N  $32^{\circ}58'53''$  E, along the East line of said alley and Addition, 445.49' 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 Addn. and the South line of University Poultry Colony Addn. (4-221);

THENCE, S  $87^{\circ}03'19''$  E, along the South line of said Colony Addn., 167.10' to an iron rod set for corner in said South line;

THENCE, S  $22^{\circ}56'41''$  W, departing the South line of said addn., 202.19' to an iron rod set for corner;

THENCE, S  $87^{\circ}03'19''$  E, 200.00' to an iron rod set for corner in the West line of Greenville Ave. (Radial Bearing from this point is N  $53^{\circ}49'54''$  W);

THENCE, in a Southwesterly direction around a curve to the right having a central angle of  $32^{\circ}50'22''$ , a radius of 1090.00', a tangent length of 27.01', a distance of 54.02' to an iron rod set for corner in the Westerly line of Greenville Ave.;

THENCE, continuing along the West line of Greenville Ave., S  $39^{\circ}00'08''$  W, 275.85' to the Point of Beginning and containing 126,473 Square Feet or 2.9034 Acres of land

SAVE AND EXCEPT a tract of land in the D. FARROW SURVEY, ABST. NO. 177, Dallas County, Texas, and being part of Tract 2, Block N. 7522, and being more particularly described as follows:

COMMENCING at the point of intersection of the Northerly line of Boundbrook Ave. with the Westerly line of Greenville Ave. (100' wide); Thence N  $74^{\circ}42'32''$  W, along the Northerly line of Boundbrook Ave., 335.61' to its intersection with the Easterly line of a 10' 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 N  $32^{\circ}58'53''$  E, along the Easterly line of said Alley and said Addition, 445.49' to an iron rod at the Southwest corner of the University Poultry Colony Addition (4-221), an addition to the City of Dallas;

THENCE S  $87^{\circ}03'19''$  E, along the Southerly line of said Colony Addition, 5.78';

THENCE S  $32^{\circ}58'53''$  W, 446.79' to a point in the Northerly line of Boundbrook Ave.;

THENCE N  $74^{\circ}42'32''$  W, along the Northerly line of Boundbrook Ave., 5.25' to the POINT OF BEGINNING and containing 2,231 Square Feet of land.

STATE OF TEXAS )  
COUNTY OF DALLAS )

KNOW ALL MEN BY THESE PRESENTS:

DEED  
TOTL 16.00  
4001 0784 0000000 5326 9:29AM 10/07/9

THAT WHEREAS the undersigned, JEAN LOWE, is the legal owner and holder of all land described in Exhibit "A", attached hereto.

WHEREAS, the undersigned desires to impose restrictions upon all such land to guarantee the use and maintenance of said land in a manner harmonious with a general plan of development.

NOW THEREFORE, the undersigned, JEAN LOWE, does hereby adopt the following restrictions, protective covenants and conditions, which are to run with the land and shall be binding on all parties and all persons claiming any interest therein for a period of twenty-five years (25) years from the date of execution, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless revised or eliminated in the manner specified herein.

1. No multi-family use, as defined in the Dallas Development Code, as amended, is permitted. Single family uses are permitted only if they meet the standards of an R-5 Single Family District, as defined in the Dallas Development Code, as amended. All other uses permitted in an O-1 Office District, as defined in the Dallas Development Code, as amended, are permitted on the property.

2. A maximum of 67,092 square feet of floor area, as defined by the Dallas Development Code, as amended, may be constructed for all uses combined. This square foot limitation excludes any attached or detached parking space.

3. The minimum building setback along the west property line is twenty-five (25) feet.

4. The lowest point of any west-facing windows or other transparent feature within the second story of any portion of any office building within one hundred (100) feet of the west property

line is six (6) feet from the finished floor, unless an alternative architectural treatment that is demonstrated to prevent overloo from the office building to the residential lots to the west of this property is approved by the City Plan Commission as part of the required site plan submittal.

5. A continuous screening hedge along the west property line, comprised of evergreen plant materials estimated to reach a minimum height of twelve (12) feet within three years of planting and fifteen (15) feet at maturity, must be planted and maintained within ten (10) feet of the west property line prior to issuance of a Certificate of Occupancy for any office building.

6. A minimum of one off-street parking space must be provided for every three hundred (300) square feet of office use.

7. No vehicular access is permitted to or from the alley west of this property. Vehicular access along Boundbrook Drive must be designed in a manner approved by the Director of Public Works that permits ingress only, and angled to permit only traffic entering from westbound Boundbrook Drive.

8. No more than eighty-five (85) percent of the exterior surface area of any building may be glass. The exterior glass of building facade may not exceed twenty-two (22) percent outdoor daylight reflectance as specified by the glass manufacturer.

9. No exterior lighting fixture may be mounted higher than ten (10) feet above grade. All light sources must be recessed within shielded-type fixtures, and no light may be directed onto the residential properties to the west of this property.

10. Prior to issuance of a building permit for construction of any building on this property, the owner must:

a) submit a site development plan that shows the location of all structures, parking spaces, and maneuvering areas, and the location, size and type of all proposed exterior plant materials, lighting elements, and west-facing elevations of all structures, to the City Plan Commission for its approval.

b) send notices to the Stultz Road Community Association by certified/return receipt requested mail, at the latest address recorded with the Dallas Department of Planning and Development, with delivery certified to have been made or attempted at least sixteen (16) days prior to the date scheduled for the City Plan Commission to consider the site development plan

c) construct a solid concrete or masonry wall along the east property line that is at least six (6) feet in height, except where this requirement would violate the visual obstruction provisions of the Dallas Development Code, as amended.

11. Prior to issuance of a Certificate of Occupancy, the owner shall:

a) screen all off-street parking areas from Greenville Avenue and Bounbrook Drive by an earthen berm and/or wood, concrete, or masonry wall and/or solid hedge of evergreen materials at maturity that is at least three and one-half (3 1/2) feet in height measured from the pavement of the parking area, except where this requirement would violate the visual obstruction provisions of the Dallas Development Code, as amended.

b) provide at least one hundred (100) square feet of landscaped area for every ten (10) parking spaces, and retain or plant at least one tree that is at least three and one-half (3 1/2) inch caliper in size for every twenty (20) off-street parking spaces provided. For purposes of this section, landscaped areas are those parking areas which contain landscaping with the parking spaces and maneuvering areas including, but not limited to, the following elements:

- 1) trees planted singularly or in groups;
- 2) combinations of trees, shrubs and ground cover;
- 3) planting areas separating the structure from the paved areas.

12. The owner may not permit trash to be picked up from his property on Sunday at any time, or earlier than 7:00 A.M. or later than 10:00 P.M. on any other day of the week.

13. Upon development, all landscaped areas must be maintained in healthy condition, and dead plant materials replaced in a timely manner. The entire premises must be maintained in a state of good repair and neat appearance at all times upon development.

14. Invalidation of any one of these provisions hereof, by judgement or decree of any Court having jurisdiction shall not affect or alter any of the other provisions which shall remain in full force and effect.

15. These restrictions shall not be altered, amended, or terminated without a public hearing before the City Planning Commission and City Council of the City of Dallas. Notice of such hearings shall be given as would be required by law for a zoning change on the property. Any such alteration, amendment, or termination shall require the majority vote of the then owners of all the property and the approval of the City Council of the City of Dallas.

16. The restrictions contained herein are not in any manner intended to restrict the right of the City Council of the City of Dallas to exercise its legislative duties and powers insofar as zoning of the property is concerned.

17. The restrictions inure to the benefit of the City of Dallas, and the undersigned owner hereof does grant to the City of Dallas the right to prosecute, at law and in equity, against the person violating or attempting to violate such restrictions, either to prevent him from doing so or to correct such violation and for further remedy, the City of Dallas may withhold the certificate of occupancy necessary for the lawful use of the property until such restrictions herein are fully complied with.

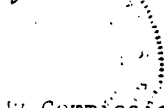
IN WITNESS WHEREOF, I have set my hand at Lake Forest in the State of Illinois, this 25 day of July, A.D., 1955.

*Jean Lowe*  
JEAN LOWE

THE STATE OF ILLINOIS )(  
COUNTY OF LAKE )(  
)

BEFORE ME, the undersigned authority, on this day personally appeared JEAN LOWE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25<sup>th</sup> day of July, 1985.



*Julius A. [Signature]*

My Commission Expires:  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JAN 24, 1988  
ISSUED THRU ILL. NOTARY ASSOC.

Return To:  
6060 N. Central Expwy. Suite 332  
Dallas, Texas 75206