

December 8, 1999

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MU-3(SAH) Mixed Use (Standard Affordable Housing) District which was approved by the City Council on December 8, 1999, on Zoning Case No. Z989-294/10972-NC(BP) on property on the west side of North Central Expressway, south of Meadow Park Drive; 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 MU-3(SAH) Mixed Use (Standard Affordable Housing) District as described in Ordinance 24123.

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 AS TO FORM:
MADELEINE B. JOHNSON, City Attorney

By John Rogers
Assistant City Attorney

APPROVED BY
CITY COUNCIL

DEC 08 1999

Shirley Gray
City Secretary

APPROVED J. [Signature]
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:

865556

Deed 01/12/00 1946528 \$25.00

I.

The undersigned, Regal Park Fountains, L.P., a Texas limited partnership ("the Owner"), is the owner of the following described property ("the Property"), Tract I, being in particular a tract of land out of the D. Barrow Survey, Abstract No. 177, Lots 2 and 3 in City Block A/7294, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Evelyn K. Bergersen, by deed dated February 24, 1992, and recorded in Volume 92058, Page 3166, in the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit A attached hereto

The undersigned, Park Fountains, L.P., a Texas limited partnership ("the Owner"), is the owner of the following described property ("the Property"), Tract II, being in particular a tract of land out of the D. Barrow Survey, Abstract No. 177, City Block 7294, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Meadow/75, LTD, by deed dated September 20, 1999 and recorded in Volume 99183, Page 1259, in the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit B attached hereto:

See Exhibits A and B

II.

The Owner does hereby impress Tract I and Tract II of the Property with the following deed restrictions ("restrictions"), to wit:

Tract I:

The only uses permitted are:

- Multifamily;
- Adult day care;
- Child-care facility;
- Church;
- Convalescent, and nursing homes, hospice care and related institutions;
- Private recreation center, club, or area;
- Retirement housing;
- Local utilities;
- Accessory community center (private);

Accessory game court (private);
Home occupation; and
Swimming pool (private).

Maximum structure height is 36 feet.

Maximum floor area ratio for non-residential uses is 0.25.

Maximum lot coverage is 60 percent. Aboveground parking structures are included in lot coverage calculations, surface parking lots and underground parking structures are not.

Tract II:

The following uses are prohibited:

Crop production;
Catering service;
Custom business services;
Electronics service center;
Labor hall;
Medical or scientific laboratory;
Tool or equipment rental;
Community service center;
Convent or monastery;
Foster home;
Lodging or boarding house;
Hotel or motel;
Overnight general purpose shelter;
Electrical substation;
Mini-warehouse;
Alcoholic beverage establishment;
Animal shelter or clinic with outside run;
Auto service center;
Household equipment and appliance repair;
Liquor store;
Mortuary, funeral home or commercial wedding chapel
Swap or buy shop;
Theater;
Motor vehicle fueling station;
Car wash;
Commercial amusement (inside);
Commercial amusement (outside);
Sale of guns.

Maximum structure height is 60 feet, with no more than 4 occupied floors.

General merchandise or food store 3,500 square feet or less and or general merchandise or food store greater than 3,500 square feet are limited to operating hours between 6:00 a.m. and 9:00 p.m.

Maximum dwelling unit density is 50 units per acre.

Tracts I and II Combined

The maximum dwelling units permitted on the combined tracts must not exceed 125.

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 8th day of December, 1999.

Owner:

Regal Park Fountains, L.P., a Texas Limited Partnership

By: Fountains Realty Corporation a Texas corporation, its general partner

By:  _____

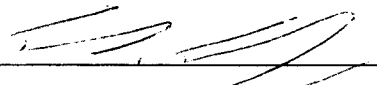
Printed Name: Brian Bergersen

Title: Vice President

Owner:

Park Fountains, L.P., a Texas Limited Partnership

By: Park Fountains Management, L.C., a Texas limited liability company, its general partner

By:  _____

Printed Name: Brian Bergersen

Title: Manager

CONSENT AND CONCURRENCE OF LIENHOLDER OR MORTGAGEE

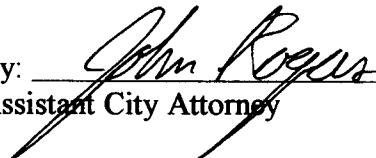
Property Lienholder or Mortgagee

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
MADELEINE B. JOHNSON, City Attorney

By:  _____
Assistant City Attorney

STATE OF TEXAS

COUNTY OF DALLAS

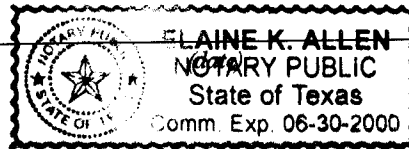
This instrument was acknowledged before me on this 8th day of December, 1999, by Brian Bergersen, Vice President, of Fountains Realty Corp., a Texas corporation as general partner of Regal Park Fountains, L.P., a Texas Limited Partnership on behalf of said partnership.

Elaine K. Allen

(SEAL)

Notary Public

My commission expires:



STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 8th day of December, 1999, by Brian Bergersen, Manager, of Park Fountains Management, L.C., a Texas limited liability company as general partner of Park Fountains, L.P., a Texas Limited Partnership on behalf of said partnership.

Elaine K. Allen

(SEAL)

Notary Public

My commission expires:

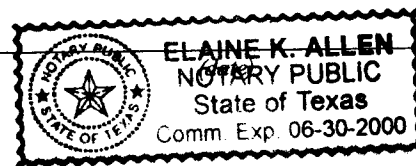


EXHIBIT A

Being all of Lots 2 and 3 in City Block A/7294, the I.C. Deal Addition No.1, Revised, to the City of Dallas, Texas, according to the revised map thereof recorded in Volume 129, Page 2678, Deed Records of Dallas County, Texas, and being that tract of land conveyed to Regal Park Fountains Limited partnership, a Texas Limited Partnership by Evelyn K. Bergersen, as recorded in the Deed Records of Dallas County, Texas in Volume 92058, Page 3166 and being more particularly described as follows:

COMMENCING at the southwest corner of the intersection of Central Expressway (a variable width right-of-way) and Meadow Park Drive (a 60 foot right-of-way);

THENCE along the southerly right-of-way line of said Meadow Park Drive, N 89° 48' 18" West, along said southerly right-of-way line a distance of 638.67 feet to a point, said point being at the intersection of the southerly line of Meadow Park Drive and the easterly line of Regal Park Lane, said point being the beginning of a curve to the left;

THENCE along the said the curve to the left with a radius of 100.30 feet and a length of 78.91 feet, said curve being on the easterly line of said Regal Park Lane;

THENCE S 44° 52' 52" East, along the easterly line of Regal Park Lane, a distance of 200.89 feet, to a point, said point being a common corner of Lot 1 and Lot 2 of City Block A/7294, and being the POINT OF BEGINNING;

THENCE S 89° 56' 33" E, a distance of 363.57 feet, along the common boundary line of Lot 1 and Lot 2 of City Block A/7294;

THENCE S 0° 03' 27" W, along the easternmost line of Lot 2, City Block A/7294, a distance of 324.00 feet, to a point, said point being a common corner of Lots 2 and 3 in City Block A/7294;

THENCE S 0° 03' 27" W, leaving the easternmost line of Lot 2, City Block A/7294 and continuing along the eastern line of Lot 3, City Block A/7294, a distance 394.29 feet, to a point;

THENCE N 44° 52' 52" W, a distance of 368.65 feet, to a point, said point being on the outside of a curve to the left at the southern terminus of Regal Park Lane;

THENCE along said outside of the curve to the left having a radius of 50 feet and a length of 170.22 feet, said curve being in the eastern right-of-way of Regal Park Lane;

THENCE N 00° 03' 27" E, a distance of 144.11 feet, along said eastern line of Regal park Lane, to a point, said point being a common corner of Lots 2 and 3 in City Block A/7294, said common corner being the beginning of a curve to the left;

THENCE along said curve to the left having a radius of 170.89 feet and a length of 134.03 feet, along the eastern right-of-way line of Regal Park Lane;

THENCE N 44° 52' 52" W, along the eastern right-of-way of Regal Park Lane, a distance of 160.89 feet, to return to the POINT OF BEGINNING, and containing 3.1532 acres of land.

EXHIBIT ~~A~~ "B"

Legal Description

BEING part of a tract of land conveyed to LA QUINTA ASSOCIATES by Deed recorded in Volume 74106, Page 0881, Deed Records, Dallas County, Texas, and being Lot 31-A, Block 7294, Barshop Motel Enterprises, Inc., an Addition to the City of Dallas, Texas as recorded in Volume 73059, Page 1837, Deed Records, Dallas County, Texas and being out of the D. Barrow Survey, Abstract No. 177, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found at the point of intersection of the West line of North Central Expressway (U. S. Highway 75) and the North line of said Lot 31-A;

THENCE South 00°29'45" West a distance of 142.00 ft. along the West line of North Central Expressway to a concrete nail found for a corner;

THENCE North 89°00'26" West a distance of 202.20 ft. along the South line of Lot 31-A and the North line of Lot 31-B to a 3/4" iron pipe found for a corner;

THENCE North 00°20'57" East a distance of 142.09 ft. to a 5/8" iron rod found for a corner;

THENCE South 88°58'52" East a distance of 202.56 ft. to the Point of Beginning and containing 0.6599 acres (28,745 sq. ft.) of land, more or less.