

File

H7

WHEREAS, deed restrictions were volunteered in conjunction with a request for an MF-3 Multiple Family Subdistrict within Planned Development District No. 193 which was approved by the City Council on February 10, 1988, on Zoning Case No. Z867-264/8400-N on property on the southwest side on Hester Street between Cole Avenue and McKinney Avenue; and

WHEREAS, application has been made to amend said deed restrictions as part of Zoning File No. Z923-125/8400-N; and

WHEREAS, the City Council at a public hearing on February 10, 1993 approved the amendment to the deed restrictions in accordance with the recommendation of the City Plan Commission; and

WHEREAS, an instrument providing for the amendment to said deed restrictions has been approved as to form; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:


Section 1. That the amended deed restrictions as set forth in the attached instrument be and are hereby accepted by the City Council of the City of Dallas, Texas to used in conjunction with the development of property zoned an MF-3 Multiple Family Subdistrict within Planned Development District No. 193 as described in Ordinance No. 19859.

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

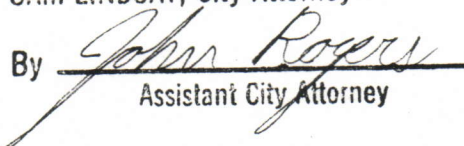
Section 3. That this resolution shall take effect from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.


APPROVED BY  
CITY COUNCIL

FEB 10 1993

  
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

35R  
4630 Cole

930620

DEED RESTRICTIONS

STATE OF TEXAS            }  
                                  }  
COUNTY OF DALLAS        }            KNOW ALL MEN BY THESE PRESENTS:

I.

That the undersigned, Knox McKinney Limited Partnership ("the Owner"), is the owner of the following described property ("the Property") situated in Dallas County, Texas, being in particular all of Lots 7 and 8A in City Block B/1619, City of Dallas, Dallas County, Texas, and being a tract of approximately 3.158 acres of land, said tract being hereafter referred to as the property as shown on the attached Exhibit A:

II.

The Owner does hereby impress all of the Property with the following deed restrictions ("restriction"), which are intended to replace the Deed Restrictions put in place by Lincoln Gardens Dallas Associates, Ltd. executed on February 4, 1988 and recorded in Volume 88033, Pages 697 through 702 in the records of Dallas County, to wit:

1. The height of any structure on any part of the Property shall not exceed 42 feet, as measured under Planned Development District PD 193 with the exception of any architectural features such as chimneys and cupolas which shall not exceed an additional 12 feet in height for a total maximum height of 54 feet.
2. The following uses, as defined by the Ordinance establishing Planned Development District No. 193, are not permitted on the Property: Antique shop; Library, art gallery or museum; Handcrafted art work studio; Bakery or confectionery shop; Book and stationery store; Camera shop; Cigar, tobacco, and candy store; Clothing store; Florist store; Handcraft bookbinding; Hobby and art supplies store; Tailor, custom sewing, and millinery; and Travel bureau.
3. Development on the Property is limited to 230 multi-family units. 102 of those units must be developed as 34 one-bedroom and 68 two-bedroom units.
4. Landscaping must be installed in conformance with the landscape plan attached hereto as Exhibit B.

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 herein.

7923-125/8400-N

## 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 of Dallas 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 the Owner agrees that the City of Dallas 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 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 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 at the City of Dallas, Dallas County, Texas, on this the 5<sup>th</sup> date of FEBRUARY, 1993.

Knox-McKinney Limited Partnership  
A Texas Limited Partnership

By: Ewing Properties, Inc.  
General Partner

By: *Michael L. Pacillio*  
Michael L. Pacillio  
Executive Vice President

THE STATE OF TEXAS    )  
                                  )  
COUNTY OF DALLAS    )

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Michael L. Pacillio, in his capacity as Executive Vice President of Ewing Properties, Inc., general partner of Knox McKinney Limited Partnership, a Texas limited 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 in said capacity and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 5<sup>th</sup> day of FEBRUARY, 1993.



*Gary R. Hancock*  
Notary Public in and for the  
State of Texas

My Commission Expires:  
\_\_\_\_\_

## EXHIBIT A

Being all of Lots 7 and 8A in City Block B/1619, fronting approximately 355 feet on the southwest line of Hester Avenue, fronting approximately 400.8 feet on the southeast line of Cole Avenue, and fronting approximately 350 feet on the northwest line of McKinney Avenue, and containing approximately 3.158 acres of land.

930620

EXHIBIT B

Landscape Plan

LANDSCAPE DESIGN  
 BELCOURT VILLAS APARTMENTS  
 JACK CHANDLER & ASSOCIATES  
 170

planting plan

**SOILS PLANTING LEGEND**

1. 1/2" Dia. Tree  
 2. 1/4" Dia. Tree  
 3. 1/8" Dia. Tree  
 4. 1/4" Dia. Tree  
 5. 1/8" Dia. Tree  
 6. 1/4" Dia. Tree  
 7. 1/8" Dia. Tree  
 8. 1/4" Dia. Tree  
 9. 1/8" Dia. Tree  
 10. 1/4" Dia. Tree  
 11. 1/8" Dia. Tree  
 12. 1/4" Dia. Tree  
 13. 1/8" Dia. Tree  
 14. 1/4" Dia. Tree  
 15. 1/8" Dia. Tree  
 16. 1/4" Dia. Tree  
 17. 1/8" Dia. Tree  
 18. 1/4" Dia. Tree  
 19. 1/8" Dia. Tree  
 20. 1/4" Dia. Tree  
 21. 1/8" Dia. Tree  
 22. 1/4" Dia. Tree  
 23. 1/8" Dia. Tree  
 24. 1/4" Dia. Tree  
 25. 1/8" Dia. Tree  
 26. 1/4" Dia. Tree  
 27. 1/8" Dia. Tree  
 28. 1/4" Dia. Tree  
 29. 1/8" Dia. Tree  
 30. 1/4" Dia. Tree  
 31. 1/8" Dia. Tree  
 32. 1/4" Dia. Tree  
 33. 1/8" Dia. Tree  
 34. 1/4" Dia. Tree  
 35. 1/8" Dia. Tree  
 36. 1/4" Dia. Tree  
 37. 1/8" Dia. Tree  
 38. 1/4" Dia. Tree  
 39. 1/8" Dia. Tree  
 40. 1/4" Dia. Tree  
 41. 1/8" Dia. Tree  
 42. 1/4" Dia. Tree  
 43. 1/8" Dia. Tree  
 44. 1/4" Dia. Tree  
 45. 1/8" Dia. Tree  
 46. 1/4" Dia. Tree  
 47. 1/8" Dia. Tree  
 48. 1/4" Dia. Tree  
 49. 1/8" Dia. Tree  
 50. 1/4" Dia. Tree  
 51. 1/8" Dia. Tree  
 52. 1/4" Dia. Tree  
 53. 1/8" Dia. Tree  
 54. 1/4" Dia. Tree  
 55. 1/8" Dia. Tree  
 56. 1/4" Dia. Tree  
 57. 1/8" Dia. Tree  
 58. 1/4" Dia. Tree  
 59. 1/8" Dia. Tree  
 60. 1/4" Dia. Tree  
 61. 1/8" Dia. Tree  
 62. 1/4" Dia. Tree  
 63. 1/8" Dia. Tree  
 64. 1/4" Dia. Tree  
 65. 1/8" Dia. Tree  
 66. 1/4" Dia. Tree  
 67. 1/8" Dia. Tree  
 68. 1/4" Dia. Tree  
 69. 1/8" Dia. Tree  
 70. 1/4" Dia. Tree  
 71. 1/8" Dia. Tree  
 72. 1/4" Dia. Tree  
 73. 1/8" Dia. Tree  
 74. 1/4" Dia. Tree  
 75. 1/8" Dia. Tree  
 76. 1/4" Dia. Tree  
 77. 1/8" Dia. Tree  
 78. 1/4" Dia. Tree  
 79. 1/8" Dia. Tree  
 80. 1/4" Dia. Tree  
 81. 1/8" Dia. Tree  
 82. 1/4" Dia. Tree  
 83. 1/8" Dia. Tree  
 84. 1/4" Dia. Tree  
 85. 1/8" Dia. Tree  
 86. 1/4" Dia. Tree  
 87. 1/8" Dia. Tree  
 88. 1/4" Dia. Tree  
 89. 1/8" Dia. Tree  
 90. 1/4" Dia. Tree  
 91. 1/8" Dia. Tree  
 92. 1/4" Dia. Tree  
 93. 1/8" Dia. Tree  
 94. 1/4" Dia. Tree  
 95. 1/8" Dia. Tree  
 96. 1/4" Dia. Tree  
 97. 1/8" Dia. Tree  
 98. 1/4" Dia. Tree  
 99. 1/8" Dia. Tree  
 100. 1/4" Dia. Tree

**PLANT SYMBOL LEGEND**

1. 1/2" Dia. Tree  
 2. 1/4" Dia. Tree  
 3. 1/8" Dia. Tree  
 4. 1/4" Dia. Tree  
 5. 1/8" Dia. Tree  
 6. 1/4" Dia. Tree  
 7. 1/8" Dia. Tree  
 8. 1/4" Dia. Tree  
 9. 1/8" Dia. Tree  
 10. 1/4" Dia. Tree  
 11. 1/8" Dia. Tree  
 12. 1/4" Dia. Tree  
 13. 1/8" Dia. Tree  
 14. 1/4" Dia. Tree  
 15. 1/8" Dia. Tree  
 16. 1/4" Dia. Tree  
 17. 1/8" Dia. Tree  
 18. 1/4" Dia. Tree  
 19. 1/8" Dia. Tree  
 20. 1/4" Dia. Tree  
 21. 1/8" Dia. Tree  
 22. 1/4" Dia. Tree  
 23. 1/8" Dia. Tree  
 24. 1/4" Dia. Tree  
 25. 1/8" Dia. Tree  
 26. 1/4" Dia. Tree  
 27. 1/8" Dia. Tree  
 28. 1/4" Dia. Tree  
 29. 1/8" Dia. Tree  
 30. 1/4" Dia. Tree  
 31. 1/8" Dia. Tree  
 32. 1/4" Dia. Tree  
 33. 1/8" Dia. Tree  
 34. 1/4" Dia. Tree  
 35. 1/8" Dia. Tree  
 36. 1/4" Dia. Tree  
 37. 1/8" Dia. Tree  
 38. 1/4" Dia. Tree  
 39. 1/8" Dia. Tree  
 40. 1/4" Dia. Tree  
 41. 1/8" Dia. Tree  
 42. 1/4" Dia. Tree  
 43. 1/8" Dia. Tree  
 44. 1/4" Dia. Tree  
 45. 1/8" Dia. Tree  
 46. 1/4" Dia. Tree  
 47. 1/8" Dia. Tree  
 48. 1/4" Dia. Tree  
 49. 1/8" Dia. Tree  
 50. 1/4" Dia. Tree  
 51. 1/8" Dia. Tree  
 52. 1/4" Dia. Tree  
 53. 1/8" Dia. Tree  
 54. 1/4" Dia. Tree  
 55. 1/8" Dia. Tree  
 56. 1/4" Dia. Tree  
 57. 1/8" Dia. Tree  
 58. 1/4" Dia. Tree  
 59. 1/8" Dia. Tree  
 60. 1/4" Dia. Tree  
 61. 1/8" Dia. Tree  
 62. 1/4" Dia. Tree  
 63. 1/8" Dia. Tree  
 64. 1/4" Dia. Tree  
 65. 1/8" Dia. Tree  
 66. 1/4" Dia. Tree  
 67. 1/8" Dia. Tree  
 68. 1/4" Dia. Tree  
 69. 1/8" Dia. Tree  
 70. 1/4" Dia. Tree  
 71. 1/8" Dia. Tree  
 72. 1/4" Dia. Tree  
 73. 1/8" Dia. Tree  
 74. 1/4" Dia. Tree  
 75. 1/8" Dia. Tree  
 76. 1/4" Dia. Tree  
 77. 1/8" Dia. Tree  
 78. 1/4" Dia. Tree  
 79. 1/8" Dia. Tree  
 80. 1/4" Dia. Tree  
 81. 1/8" Dia. Tree  
 82. 1/4" Dia. Tree  
 83. 1/8" Dia. Tree  
 84. 1/4" Dia. Tree  
 85. 1/8" Dia. Tree  
 86. 1/4" Dia. Tree  
 87. 1/8" Dia. Tree  
 88. 1/4" Dia. Tree  
 89. 1/8" Dia. Tree  
 90. 1/4" Dia. Tree  
 91. 1/8" Dia. Tree  
 92. 1/4" Dia. Tree  
 93. 1/8" Dia. Tree  
 94. 1/4" Dia. Tree  
 95. 1/8" Dia. Tree  
 96. 1/4" Dia. Tree  
 97. 1/8" Dia. Tree  
 98. 1/4" Dia. Tree  
 99. 1/8" Dia. Tree  
 100. 1/4" Dia. Tree

