

Deed Rest

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COUNCIL CHAMBER

983141

October 28, 1998

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MU-2 (SAH) Mixed Use (Standard Affordable Housing) District which was approved by the City Council on October 28, 1998, on Zoning Case No. Z978-304/10642-NE(LS) on property located northwest of Garland Road and northeast of Knob Oak 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-2 (SAH) Mixed Use (Standard Affordable Housing) District as described in Ordinance ~~23690~~.

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:
ANGELA K. WASHINGTON, Interim City Attorney

By Clement H. Osmithe
Assistant City Attorney

APPROVED BY
CITY COUNCIL

OCT 28 1998

Shirley Gray
City Secretary

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, TCR White Rock Creek Limited Partnership, a Texas limited partnership ("the Owner"), is the owner of the following described property ("the Property"), being in particular a .357 acre tract of land out of the C.A. Lovejoy Survey, Abstract No. 829, City of Dallas ("City"), Dallas County, Texas and being a portion of the tract of land conveyed to it by TCR South Central 1995, Inc., by deed dated November 17, 1997, and recorded in Volume 97226, Page 04402 in the Deed Records of Dallas County, Texas and a part of that certain tract of land conveyed to it by Lake Towne Associates by deed dated June 2, 1998, to be effective as of June 10, 1998, and recorded in Volume 98113, Page 02042 in the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated for all purposes.

II.

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

- A. No more than 45 dwelling units per acre are permitted on the Property.
- B. Except as provided below, the maximum structure height is fifty feet (50').
- C. Chimneys may project 12 feet (12') above the maximum structure height.

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 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 party 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 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 18 day of September, 1998.

TCR White Rock Limited Partnership,
a Texas limited partnership

By: TCR SCA White Rock Creek, Inc.,
its general partner

By: Lewis A. Bunch
Lewis A. Bunch, President

CONSENT AND CONCURRENCE OF
LIENHOLDER:

Jeffrey A. Etter
Property Lienholder

By: Jeffrey A. Etter
Title: Vice President

APPROVED AS TO FORM:

Angela K. Washington
SAM A. LINDSAY, City Attorney ^(KAW)

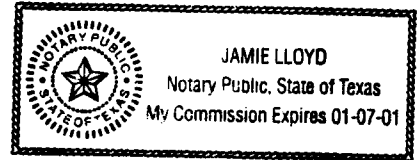
By: Gwendolyn H. Gametha
Assistant City Attorney ^{Interim}

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on September 18, 1998, by Lewis A. Bunch, President of TCR SCA White Rock Creek, Inc., general partner, on behalf of TCR White Rock Creek Limited Partnership, a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of September, 1998.

JAMIE LLOYD
Notary Public in and for the
State of Texas

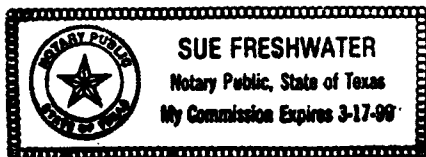


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STATE OF TEXAS §
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This instrument was acknowledged before me on October 9, 1998, by Jeffrey A. Etter, Vice President of Bank One, Texas, N.A., on behalf of said national banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of October, 1998.



Sue Freshwater
Notary Public in and for the
State of Texas

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