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MASTERPLAN

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COUNCIL CHAMBER

September 13, 2006

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with property located in City Block 2318 near the intersection of Maple Avenue and Fleetwood Square, which is the subject of Zoning Case No. Z056-255(WE); and

WHEREAS, the City Council desires to accept the deed restrictions in the attached instrument;  
Now, Therefore,

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

Section 1. That the deed restrictions 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 that is the subject of Zoning Case No. Z056-255(WE).

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

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

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By Candy B. [Signature]  
Assistant City Attorney

APPROVED [Signature]  
HEAD OF DEPARTMENT

APPROVED \_\_\_\_\_  
DIRECTOR OF FINANCE

APPROVED \_\_\_\_\_  
CITY MANAGER

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DEED RESTRICTIONS

THE STATE OF TEXAS )  
COUNTY OF DALLAS )

KNOW ALL PERSONS BY THESE PRESENTS:

I.  
The undersigned, Maple Station, L.P. ("the Owners"), are the owners of the following described property ("the Property"), BEING a tract of land situated in the Crawford-Grigsby Survey, Abstract No. 533, being part of City Block 231B, in the City of Dallas, Dallas County, Texas, being all of the tracts of land conveyed to Maple Station, L.P. by deed recorded in Instrument Number 200600189440 of the Deed Records of Dallas County, Texas, and being more particularly described as follows;

Being more particularly described in Exhibit A attached here.

II.

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

The maximum number of dwelling units allowed on the Property is 120 units. The maximum height of any structure allowed on the Property is 48 feet. The following structures may project a maximum of 12 feet above the specified 48 feet: elevator penthouse or bulkhead; mechanical equipment room; cooling tower; tank designed to hold liquids; ornamental cupola or dome; skylights; clerestory; visual screens that surround roof mounted mechanical equipment; chimney and vent stacks; amateur communications tower; and parapet wall limited to a height of four feet. The maximum allowable floor area for non-residential uses is 10,000 square feet.

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



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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 acquires 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, 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.

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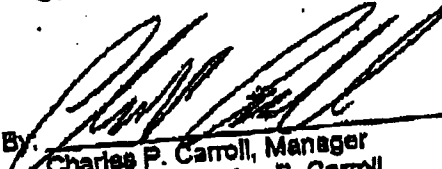
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EXECUTED this the 12 day of SEPTEMBER, 2006.

Owner,  
Maple Station, L.P. by  
Cedar Springs Partners GP, LLC

  
By: Charles P. Carroll, Manager  
Printed Name: Charles P. Carroll

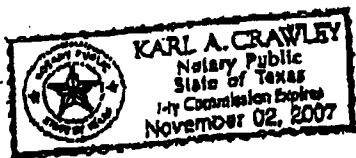
STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on September 12, 2006  
by Charles P. Carroll, Manager of Cedar Springs Partners GP, LLC a Texas limited  
liability company, on behalf of said limited liability company, and the limited liability  
company executed this instrument as partner on behalf of Maple Station, L.P., a limited  
partnership.

  
NOTARY PUBLIC

[NOTARY PUBLIC STAMP]



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APPROVED AS TO FORM:  
THOMAS P. PERKINS, JR., City Attorney

By: [Signature]  
Assistant City Attorney

CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE

Millennium State Bank  
Property Lienholder or Mortgagee

By: [Signature]

Printed Name: Noelle Salois

Title: Senior VP.