

5910 N. CENTRAL EXPRESSWAY - 11<sup>TH</sup>  
FLOOR  
DALLAS, TX 75206  
212-891-1402 FAX 214 - 9874032

**SOUTHWEST  
HOUSING**

**Fax**

(2nd FAX  
LAST PAGE COVERS  
YOUR REQUEST)

To: DANGELO LEE From: JACK POTASHNIK

Fax: 214-339-3390 Pages: 6 + COVER

Phone:

Date: SEPT 22 / 04

Re:

CC:

Urgent  For Review  Please Comment  Please Reply  Please Recycle

● Comments

RE your discussions with  
BRIAN.

THE SITE PLAN AND ORIGINAL  
DOC'S WILL BE DELIVERED TO YOU  
VIA MESSENGER WITHIN (1) HOUR

IF I CAN PROVIDE YOU WITH  
ANY FURTHER ASSISTANCE, PLEASE  
DO NOT HESITATE TO CALL.

763-0600

713  
8240550

GOVERNMENT  
EXHIBIT

1212

3:07-CR-0289-M

DEED RESTRICTIONS

THE STATE OF TEXAS     )  
  ) KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF DALLAS     )

I.

The undersigned, TX Laureland Housing, L.P. ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of Morris Ferris Survey, Abstract No. 460, in City Block 6630, in the City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Madeline N. Hargrove by deed dated September 2, 2003, filed September 30, 2003 and recorded in the Deed Records of Dallas County, Texas, and being more particularly described as follows in Exhibit A, attached hereto..

II.

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

The maximum density for dwelling units is Eight (8) units per acre;

A 50 foot in width "No-Build" zone must be provided parallel to the western Property line.

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 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 \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Owner:

TX Laureland Housing, L.P.

By: \_\_\_\_\_

Printed Name: Brian Potashnik,

Title: Managing Member of the General Partner, TX Laureland Development, L.L.C.

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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2004, by \_\_\_\_\_.

(SEAL)

-----

Notary Public

My commission expires: \_\_\_\_\_  
*(date)*

LIENHOLDER OR MORTGAGEE

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2004, by \_\_\_\_\_.

(SEAL)

-----

Notary Public

My commission expires: \_\_\_\_\_  
*(Date)*

## **ADDENDUM A**

**The dwelling units will be a "townhouse-type" design with masonry (stucco, brick and /or stone) exterior construction.**

**A wrought-iron perimeter fence with masonry columns will be constructed along the Camp Wisdom Road frontage.**

**A minimum of 125 of the required parking spaces must be covered.**

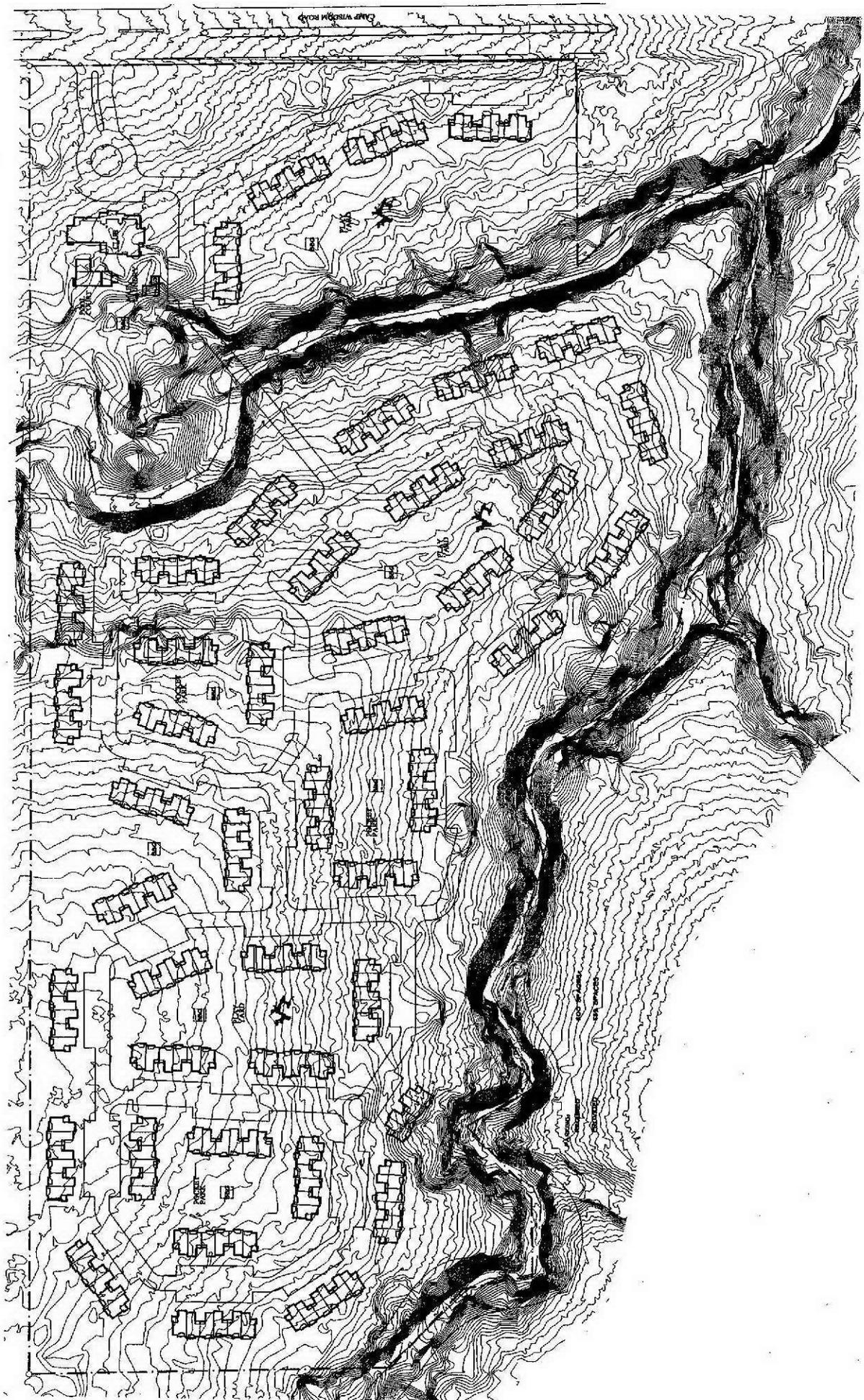
**Dumpster enclosures will be constructed of masonry**

**The developer will agree to admit a qualified 501c3 non-profit community based (CHDO) into the ownership of the project. The CHDO will be designated by the City Council for this ownership participation. The City Councilmember will support all legislative benefits as it related to the CHDO.**

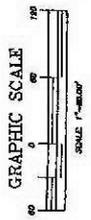
**The developer will agree to utilize a minimum of 40% Historically Underutilized Businesses in the development of the project**

**The 40% minimum minority based business participation will be utilized in but not limited to the following trades:**

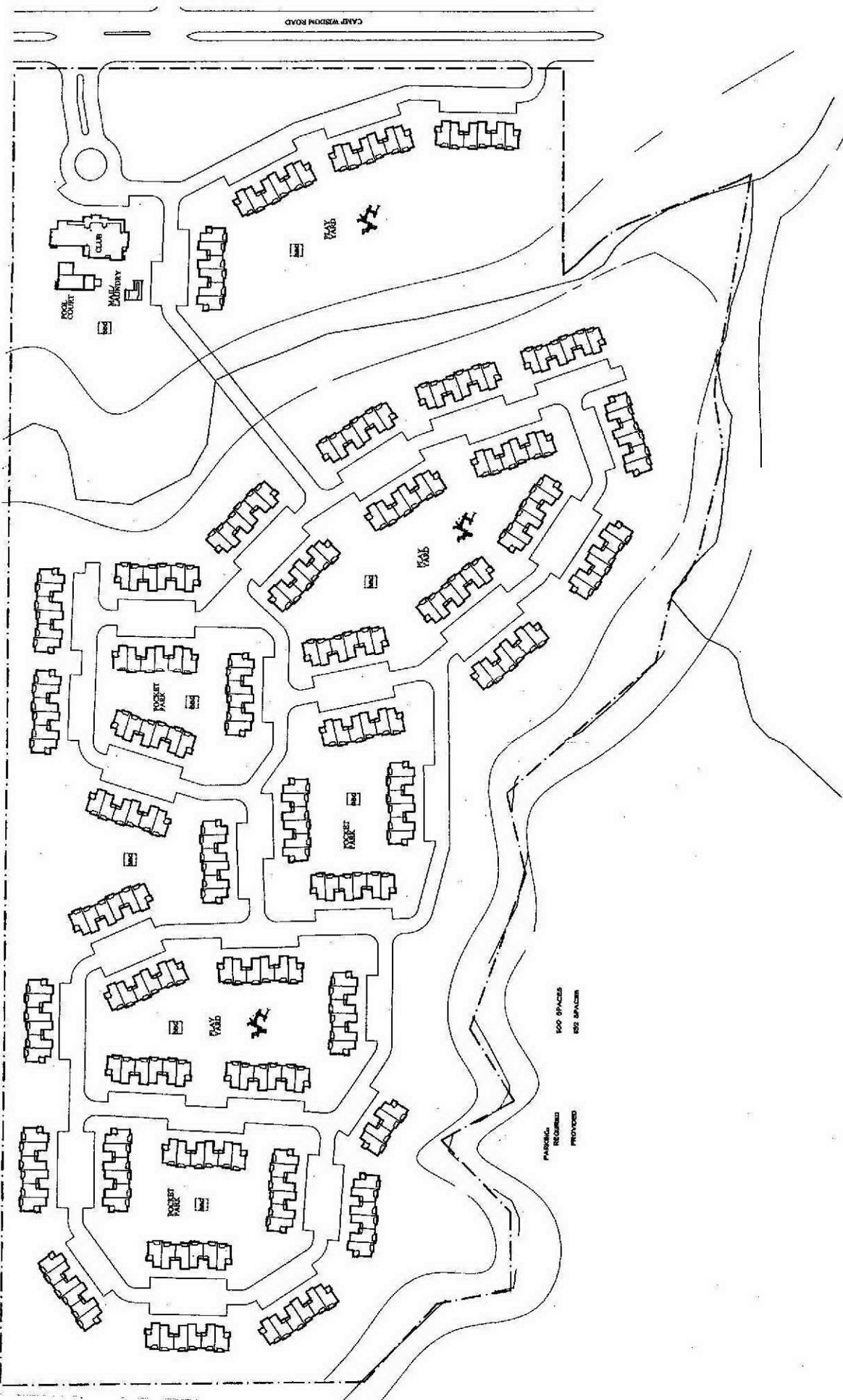
- Concrete,**
- Site work,**
- Framing,**
- Electrical/HVAC,**
- Plumbing,**
- Painting,**
- Roofing,**
- Masonry.**



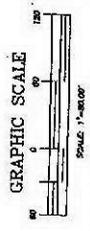
BG  
BO



ROSEMONT AT CAMP WISDOM SITE PLAN



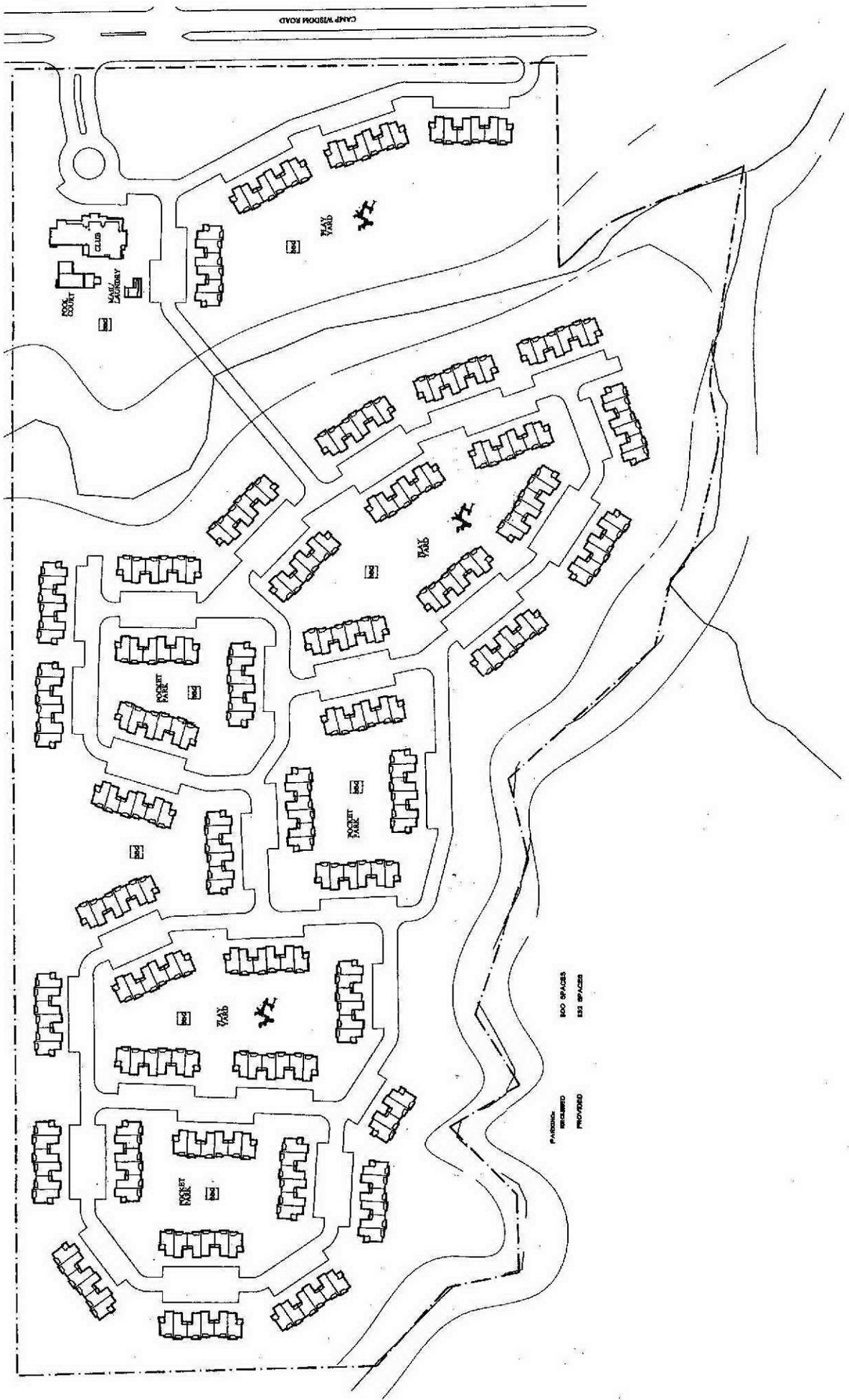
BG  
BO



PARKING  
REQUIREMENTS  
PROVIDED

100 SPACES  
800 SPACES

ROSEMONT AT CAMP WISDOM SITE PLAN



ROSEMONT AT CAMP WISDOM SITE PLAN