



201400209601

RESTRICT 1/12

AMENDED AND RESTATED DEED RESTRICTIONS

THE STATE OF TEXAS

COUNTY OF DALLAS

WHEREAS, Sphinx Development Corporation, a Texas corporation ("Sphinx") executed Deed Restrictions which were recorded on June 27, 2013 in Instrument No. 201300202410 of the official real property records of Dallas County, Texas and impressed upon the property being more particularly described in **Exhibit A**, attached hereto and made a part hereof for all purposes.

WHEREAS, Sphinx has submitted a new Proposal to the City, requesting to change the gross annual income requirement for households that purchase the Property to no more than 115% of Area Median Family Income (the "Revised Proposal"), and the Revised Proposal was accepted by the City Council in Resolution No. 14-0999, approved on June 25, 2014; and

WHEREAS, pursuant to Section 4.3 of the Original Deed Restrictions, Sphinx has requested to amend and restate the Original Deed Restrictions to reflect the Revised Proposal, and the City has approved the request, and

WHEREAS, Sphinx has subsequently conveyed the Property to FIJI Townhomes Development, LLC whom subsequently conveyed the Property to SDC Compton Housing LP ("OWNER").

NOW, THEREFORE, for \$10.00 and other good and valuable consideration received, the adequacy and sufficiency of which are hereby acknowledged, OWNER and the Dallas Housing Acquisition and Development Corporation, a Texas non-profit corporation (the "DHADC") hereby agree the Original Deed Restrictions are deleted and replaced in their entirety with the Amended and Restated Deed Restrictions below. Capitalized but undefined terms shall have the meanings attributed to them in these recitals.

THESE AMENDED AND RESTATED DEED RESTRICTIONS (as amended from time to time, "Deed Restrictions") are required by the DHADC and impressed upon that certain lot, tract, or parcel of land lying and being situated in the City and County of Dallas, Texas, ("Property" or "Land"), and more particularly described in **Exhibit A**, attached hereto and made a part hereof for all purposes, by OWNER.

RECITALS:

WHEREAS, pursuant to Chapter 379C of the Texas Local Government Code and the City of Dallas Land Bank Program Plan ("Program") adopted by the Dallas City Council ("City Council"), DHADC may receive, consider, and accept proposals, subject to City Council approval, from qualified entities desiring to purchase vacant real property, obtained by DHADC through a Sheriff's Sale of tax foreclosed property, for the development of Affordable Housing for Moderate and Low Income Families on the property; and

WHEREAS, if a qualified entity's proposal is approved by DHADC and the City Council, the Program requires that deed restrictions be impressed upon the Property to ensure purchasers' compliance with certain requirements of Affordable Housing, as that term is defined herein, which requirements and restrictions are of benefit to the citizens of the City of Dallas and the Property; and

WHEREAS, if a qualified entity has already acquired DHADC real property and impressed deed restrictions upon that property, the qualified entity may submit a subsequent proposal, and if approved by DHADC and the City Council in accordance with the Program, the deed restrictions on the property acquired from DHADC may be transferred to another comparable property owned by the qualified entity and the deed restrictions on the property purchased from DHADC may be released; and

WHEREAS, OWNER is a qualified entity that acquired real property from DHADC, which was impressed with deed restrictions that OWNER previously transferred to the Property; and

WHEREAS, OWNER submitted a written Revised Proposal to change the gross annual income requirement for households that purchase the Property to no more than 115% of Area Median Family Income, and

WHEREAS, DHADC and the City Council have approved OWNER's written Revised Proposal for the Property, attached hereto as **Exhibit B**, which contains a development plan, the proposed end use, and time frame for constructing a single family residence on the Property; and

WHEREAS, the Deed Restrictions are entitled to run with the Land because: (i) the Deed Restrictions touch and concern the Land by, among other things, benefiting and controlling the use of the Property, (ii) privity of estate exists by reason of OWNER holding legal and equitable title to the Land subject to the Deed Restrictions, (iii) notice is given of the Deed Restrictions contained herein when this instrument is filed in the Official Real Property Records in the county in which the Land is situated, and (iv) the Deed Restrictions are reasonable in light of their purpose, providing Affordable Housing for Moderate and Low Income Families which meets code standards, enhancing the value of the Property, improving the neighborhood, and assisting in stabilization of property values; and

WHEREAS, DHADC and OWNER intend that the Deed Restrictions shall run with the Land and shall be binding upon OWNER's successors and assigns; further, any person, by acceptance of title, legal or equitable, to any portion of the Property, shall abide by and perform the Deed Restrictions and the other terms hereof. In the event of the failure of any contract or loan to refer to this instrument, the Deed Restrictions and other terms of this instrument shall nevertheless be considered a part thereof, and conveyance of any part of the Property shall be construed subject to the Deed Restrictions and other terms hereof. It is understood and agreed that the Deed Restrictions relate to and affect only the Property and no other land, and that the only deed restrictions are those expressed herein, and no other restrictive covenants are to be implied.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS: OWNER does hereby impress all of the Property with the following covenants and deed restrictions, which shall be covenants running with the Land, and the following shall apply to the Property in addition to, and notwithstanding, any other restrictions or provisions of any other document recorded in connection with the Property, whether consistent, inconsistent or contrary to the following.

SECTION 1. DEFINITIONS

The following definitions apply to these Deed Restrictions:

1.1 "Administrator" means the Administrator of DHADC or his or her designated representative.

1.2 "Affidavit" means a notarized written statement signed by the head of the household of the prospective Moderate or Low Income Family that desires to purchase an Individual Lot improved with a single family residence from OWNER which contains a representation to the Administrator that the family is income qualified as a Moderate or Low Income Family respectively and that the family intends to occupy the housing constructed on the Property as its Principal Residence upon purchase from OWNER.

1.3 "Affordable Housing" shall mean owner-occupied single family housing on an Individual Lot that: (a) is sold by OWNER to a Moderate or Low Income Family in accordance with the provisions hereof and (b) has a purchase price and an estimated appraised value at acquisition by the Moderate or Low Income Family that does not exceed the amount as provided in the Revised Proposal.

1.4 "City" means the City of Dallas.

1.5 "Dallas City Code" means the Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas, as amended.

1.6 "Effective Date" means the date of execution of these Deed Restrictions.

1.7 "HUD" means the United States Department of Housing and Urban Development.

1.8 "Individual Lot" means a parcel of the Property, or the entire Property, that can be identified by its own discrete street address.

1.9 "Industrialized Housing" means "Industrialized Housing" and "Industrialized Buildings" as those terms are defined in Chapter 1202 of the Texas Occupations Code Ann. (Vernon 2003), as may be amended.

1.10 "Land" means "Property" as defined below and as described in **Exhibit A**.

1.11 "Low Income Family" means a single person or household whose annual income does not exceed sixty percent (60%) of the median income for the Dallas Standard Metropolitan Statistical Area, as determined annually and published by HUD, with adjustments for smaller and larger families.

1.12 "Moderate Income Family" means a single person or household whose annual income does not exceed eighty percent (80%) of the median income for the Dallas Standard Metropolitan Statistical Area, as determined annually and published by HUD, with adjustments for smaller and larger families.

1.13 "Principal Residence" means a home (including any real property and improvements permanently affixed thereto) which, depending on all the facts and circumstances in each case (including the good faith intent of the purchaser), is occupied or intended to be occupied by the purchaser primarily for residential purposes. A Principal Residence does not include a home used on a transient basis, or used as an investment property or as a recreational home or a home which is primarily intended to be used in a trade or business, as evidenced by the use of more than fifteen percent (15%) of the total area in a trade or business.

1.14 "Property" means the Land described in **Exhibit A**, including, but not limited to, the amenities, utilities, lighting and landscaping, all buildings, structures, fixtures, equipment and/or apparatus which are affixed or may hereinafter become affixed to the Land.

1.15 "Revised Proposal" means that certain written proposal and development plan from OWNER, accepted by DHADC and the City Council by respective resolutions, as shown in **Exhibit B**.

SECTION 2. RIGHT TO COMPEL TRANSFER OF OWNERSHIP OF THE PROPERTY

2.1 Notwithstanding any other provision of these Deed Restrictions, if within three (3) years of the Effective Date, OWNER does not apply for a construction permit to build Affordable Housing and close on any construction financing for improvements on the Property as described in the Revised Proposal, DHADC shall have the right to require OWNER to execute a Deed acceptable to DHADC, transferring all of OWNER's title and interest in the Property from OWNER to DHADC. DHADC shall be entitled to immediate possession of the Property and any improvements thereon.

2.2 If OWNER applies for the construction permit and closes on any construction financing as described above within three (3) years of the Effective Date, DHADC may provide OWNER with a release as to the requirements of this Section 2 of these Deed Restrictions, which release shall be recordable form. DHADC shall not be liable for the cost of any such release.

SECTION 3. USE REGULATIONS

3.1 Affordable Housing on each Individual Lot shall be developed by OWNER in accordance with:

- (a) all material terms and conditions contained in the Revised Proposal, and
- (b) all applicable City codes and ordinances and state and federal laws.

3.2 OWNER shall permit periodic inspections during construction of the Affordable Housing at reasonable times by the Administrator and the City for the purpose of determining compliance with the covenants herein.

3.3 Housing on each Individual Lot is to be constructed by OWNER for use as Affordable Housing and shall be:

(a) developed and completed in compliance with the description and timeline specified in the Revised Proposal, and, in no event later than four (4) years from the effective date of the Deed Without Warranty for the property acquired by OWNER from DHADC as shown in **Exhibit A**, and

(b) inspected and approved by DHADC and the City before initial occupancy.

3.4 When an Individual Lot is made available for purchase to a Moderate or Low Income Family, OWNER shall affirmatively disclose to potential purchasers the conditions and covenants in the Deed Restrictions. An Individual Lot may be sold, conveyed or transferred by OWNER only to a Moderate or Low Income Family who will occupy the Individual Lot improved with a single family residence as that family's Principal Residence, subject to the Deed Restrictions.

3.5 No Individual Lot may be initially sold, transferred, or conveyed by OWNER unless and until:

(a) OWNER provides to the Administrator, Land Bank Program, 1500 Marilla 6DN, Dallas, Texas 75201, at least twenty (20) business days prior to said sale, transfer or conveyance:

(i) written documentation, satisfactory to the Administrator, substantiating or verifying the income qualifications of the proposed purchaser as a Moderate or Low Income Family in accordance with the provisions hereof,

(ii) the Affidavit of the proposed purchaser as a Moderate or Low Income Family that it will occupy the Individual Lot as its Principal Residence upon purchase of the Individual Lot from OWNER,

(iii) written documentation that the sales price for the Individual Lot to be sold, transferred, or conveyed does not exceed the amount established for that Individual Lot improved with a single family residence in OWNER's Revised Proposal exclusive of closing costs and any homebuyer subsidies whether furnished by the City or any other source, and

(iv) written documentation that the single family residence on the Individual Lot has been inspected and approved by DHADC and the City, and

(b) OWNER receives the Administrator's written approval of the documentation submitted for each of the foregoing Section 3.6(a)(i)-(iv) requirements.

3.6 The Property and any part thereof shall be maintained in full compliance with the City's Code requirements.

3.7 Nothing contained in the Revised Proposal, or the DHADC or City Council resolutions accepting the Revised Proposal, or this instrument shall be construed to bind or obligate DHADC or the City to provide any financing requested or identified in the Revised Proposal to fund the development of the Property or any Individual Lot.

SECTION 4. DURATION AND AMENDMENT

4.1 The provisions of this instrument are hereby declared covenants running with the Land.

4.2 The provisions of this instrument shall continue on each Individual Lot until the earlier of fifty (50) years from the Effective Date or the date the deed from the OWNER to the initial Moderate or Low Income Family who purchases an Individual Lot is filed in the official real property records of the county in which the Individual Lot is located and DHADC provides a written release of the Individual Lot from the Deed Restrictions, unless sooner terminated or amended as provided herein.

4.3 The provisions of the Deed Restrictions may be amended only by written instrument signed by OWNER and the DHADC, acting through its President, and filed in the official real property records of the county in which the Property is located. Notwithstanding the foregoing, the provisions of the Deed Restrictions may be unilaterally amended by DHADC solely to make minor corrections in the instrument.

SECTION 5. TERMINATION

5.1 Upon compliance with the terms and conditions of the Deed Restrictions, the Program, the Revised Proposal, and the Deed without Warranty, the Deed Restrictions, DHADC may execute instruments terminating or partially releasing the Deed Restrictions on an Individual Lot. DHADC shall not be liable for the payment of any fee for recordation of said instruments in the official real property records of the county in which the Individual Lot is located.

5.2 With regards to any lien or security interest contained in or established by any deed of trust or other instrument securing the payment of a loan as to the Property or any Individual Lot, the foreclosure of any such prior recorded lien or the conveyance or transfer of the Property or Individual Lot by deed-in-lieu of foreclosure shall not extinguish this instrument and these Deed Restrictions shall survive and not be extinguished by any foreclosure of any such lien or security interest during the term of the Deed Restrictions. Further, no change in the ownership of the Property or any failure of OWNER to complete any construction project at the Property or on an Individual Lot by OWNER shall affect the enforceability of these Deed Restrictions during the term of the Deed Restrictions.

SECTION 6. INDEMNIFICATION

6.1 OWNER and OWNER's successors and assigns, agree to release, defend, indemnify and hold harmless DHADC and City, their officers, agents, and employees harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by breach of any of the terms or provisions of the Deed Restrictions by OWNER or OWNER's successors and assigns, or by any negligent or strictly liable act or omission of OWNER or OWNER's successors and assigns, in the performance of the Deed Restrictions; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of or fault of DHADC or City, their officers, agents, employees, or separate contractors, and in the event of

joint and concurring negligence or fault of OWNER or OWNER's successors and assigns, and DHADC or City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the law of the State of Texas, without waiving any governmental immunity available to City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and the City and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION 7. ENFORCEMENT

7.1 The provisions of the Deed Restrictions shall be binding upon OWNER and OWNER's successors and assigns, and all parties claiming by, through or under OWNER and all subsequent owners of the Property, each of whom shall be obligated and bound to observe the terms of this instrument. By accepting any deed or other instrument of conveyance after the execution and recording hereof, a party is conclusively deemed to have accepted the terms hereof and agreed to be bound by and assumes the obligations hereunder.

7.2 DHADC may enforce this instrument and the restrictions herein provided by proceedings at law or in equity against OWNER's successors and assigns, or any person violating or attempting to violate any term or provision hereof. Said proceedings may include, but shall not be limited to, temporary restraining orders, temporary and permanent injunctive relief and/or suit for damages as may be appropriate.

7.3 If DHADC substantially prevails in a legal or equitable proceeding to enforce the Deed Restrictions, DHADC shall be entitled to recover damages, reasonable attorney's fees, and court costs from the offending party.

7.4 The right of DHADC to enforce the Deed Restrictions may not be waived, expressly or otherwise and DHADC's forbearance or failure to pursue any violation or breach of these Deed Restrictions shall in no event waive or preclude DHADC from enforcing and prosecuting said violation or breach in the future or new violation or breach.

SECTION 8. NO INDUSTRIALIZED HOUSING

8.1 Industrialized Housing may never be put, erected, placed, installed, permitted, or constructed on any part of the Property.

8.2 Notwithstanding Section 2 or Section 4.2 of these Deed Restrictions, the covenant prohibiting Industrialized Housing described in Section 7.1 shall run with the Land and shall be binding upon the OWNER until January 1, 2028, at which time said covenant shall be automatically extended for successive periods of ten (10) years unless it is agreed by DHADC to amend said covenant in whole or in part.

SECTION 9. MISCELLANEOUS

9.1 This instrument shall be subject to and governed by the laws of the State of Texas and venue shall lie exclusively in the county in which the Property is located.

9.2 In case any one or more of the provisions contained in this instrument shall for any reason be invalid, illegal or unenforceable in any respect, such validity or unenforceability shall not affect any other provision hereof and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9.3 Whenever required by the context, as used in this instrument, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

9.4 The section headings appearing in this instrument are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section.

9.5 The provisions of the Deed Restrictions inure to the benefit of DHADC.

EXECUTED AND EFFECTIVE on August 4, 2014.

OWNER:

SDC Compton Housing LP,
a Texas limited partnership

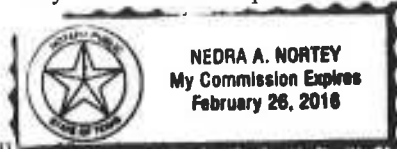
BY Jai
Name Jay O. Oji
Its Managing Partner

STATE OF TEXAS §
 §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 4 day of August, 2014
by Jay Oji, Managing Partner of SDC Compton Housing
LP, a Texas limited partnership, on behalf of said limited partnership.

Approved As To Form:
WARREN M. S. ERNST,
City Attorney
By: [Signature]
Assistant City Attorney

Nedra A. Northey
Notary Public
State of Texas
Printed or Typed Name of Notary
My Commission Expires:



AFTER RECORDING, RETURN TO: Dallas Housing Acquisition and Development Corporation, City of Dallas Land Bank, 1500 Marilla 6DN, Dallas, Texas 75201

EXHIBIT A

Tract No. 1: Being Lot 1, in Block D/5914 of Sphinx at Fiji Phase Two Addition, an Addition to the City of Dallas, Dallas County, Texas.

Tract No. 2: Being Lot 2 in Block D/5914 of Sphinx at Fiji Phase Two Addition, an Addition to the City of Dallas, Dallas County, Texas.

Tract No. 3: Being Lot 3, in Block D/5914 of Sphinx at Fiji Phase Two Addition, an Addition to the City of Dallas, Dallas County, Texas.

Tract No. 4: Being Lot 13, in Block E/5914 (previously shown on original Deed Restrictions as Block D/5914 in error) of Sphinx at Fiji Phase Two Addition, an Addition to the City of Dallas, Dallas County, Texas.

Tract No. 5: Being Lot 14, in Block E/5914 (previously shown on original Deed Restrictions as Block D/5914 in error) of Sphinx at Fiji Phase Two Addition, an Addition to the City of Dallas, Dallas County, Texas.

Tract No. 6: Being Lot 15, in Block E/5914 (previously shown on original Deed Restrictions as Block D/5914 in error) of Sphinx at Fiji Phase Two Addition, an Addition to the City of Dallas, Dallas County, Texas.

Tract No. 7: Being Lot 16, in Block E/5914 (previously shown on original Deed Restrictions as Block D/5914 in error) of Sphinx at Fiji Phase Two Addition, an Addition to the City of Dallas, Dallas County, Texas.

Tract No. 8: Being Lot 17, in Block E/5914 (previously shown on original Deed Restrictions as Block D/5914 in error) of Sphinx at Fiji Phase Two Addition, an Addition to the City of Dallas, Dallas County, Texas.

Tract No. 9: Being Lot 19, in Block E/5914 of Sphinx at Fiji Phase Two Addition, an Addition to the City of Dallas, Dallas County, Texas.

Tract No. 10: Being Lot 20, in Block E/5914 of Sphinx at Fiji Phase Two Addition, an Addition to the City of Dallas, Dallas County, Texas.

Tract No. 11: Being Lot 21, in Block E/5914 of Sphinx at Fiji Phase Two Addition, an Addition to the City of Dallas, Dallas County, Texas.

EXHIBIT B

SECTION II: DEVELOPMENT PLAN

A. DESCRIPTION OF THE LAND REQUESTED FOR DEVELOPMENT

- (1) Number of lots requested in this proposal. 11
- (2) Land Bank name for this parcel of lots. Fiji Townhomes
- (3) Provide the property address and legal description of the land requested (attach extra sheets if necessary) (the "Property"). Please see Exhibit C

B. DESCRIPTION OF PROPOSED HOUSES ENTITY WILL CONSTRUCT

At least 25% of the Land Bank properties sold during any given fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes not greater than 60% of AMFI. No more than 30% of the Land Bank properties sold during any given fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes between 81% and 115% of AMFI. (At least 70% of the Land Bank properties sold during any fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes at 80% AMFI or less.)

Single Family Home (to be sold to low income households at 60% or less of AMFI):

Number of homes to be built on lots _____
Square Footage of each home _____
Number of Bedrooms/Baths in each home _____ / _____
Number of Garages _____ Number of Carports _____ Detached _____ Attached _____
Type of Exterior Veneer _____ Which sides _____
Your Sales Price ranges without Subsidies to Qualified Low Income Buyer _____

Single Family Home (to be sold to low income households at 80% or less of AMFI):

Number of homes to be built on lots _____
Square Footage of each home _____
Number of Bedrooms/Baths in each home _____ / _____
Number of Garages _____ Number of Carports _____ Detached _____ Attached _____
Type of Exterior Veneer _____ Which sides _____
Your Sales Price ranges without Subsidies to Qualified Low Income Buyer _____

Single Family Home (to be sold to low income households between 81% and 115% of AMFI):

Number of homes to be built on lots 11
Square Footage of each home 1,200 - 1,700
Number of Bedrooms/Baths in each home 3 / 2+
Number of Garages 1 - 2 Number of Carports _____ Detached _____ Attached _____
Type of Exterior Veneer Masonry Which sides Front & Back
Your Sales Price ranges without Subsidies to Qualified Low Income Buyer \$100 - \$160K

Attach extra sheet(s) breaking out above information for each different model of home.

PROVIDE FLOOR PLANS AND ELEVATIONS.

C. CONSTRUCTION TIMETABLE

State the number of days it will take you to complete construction and sale of improved Property from the date of obtaining the executed deed from DHADC. Attach a schedule, if you desire. The deed conveying property sold by DHADC will include a right of reverter so that if the Entity does not apply for a construction permit and close on any construction financing within a two year period following the date of conveyance of the property from the DHADC to the Entity, the property will revert to the DHADC for subsequent resale.

Commencement of Construction 90 days
Completion of Construction 150 days
Sale of first affordable housing unit to low income households 90 days
Sale of last affordable unit to low income households 270 days

EXHIBIT C

Block	Lot#	Street Address	SQ.FT.
D/5914	1	1511 Compton Street	2,382
D/5914	2	1517 Compton Street	2,382
D/5914	3	1523 Compton Street	2,382
E/5914	13	307 Tonga Street	2,698
E/5914	14	313 Tonga Street	2,389
E/5914	15	319 Tonga Street	2,278
E/5914	16	325 Tonga Street	2,276
E/5914	17	331 Tonga Street	2,277
E/5914	19	343 Tonga Street	2,279
E/5914	20	349 Tonga Street	2,280
E/5914	21	355 Tonga Street	2,281

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
08/18/2014 02:31:30 PM
\$70.00



A handwritten signature in black ink, appearing to be "JFW".

201400209601