

DEED RESTRICTIONS

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, SSB International Co., Inc., a Texas corporation ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land in City Block A/8727, City of Dallas ("City"), Collin County, Texas, and being that same tract of land conveyed to the Owner by Bernard Schnitzer and Maury Karp, by deed dated May 20, 1994, and recorded in the County Clerk's File No. 94-0050279 in the Real Property Records of Collin County, Texas, and being more particularly described as follows:

Being all of Lot 14 in City Block A/8727 in the Preston Road Highlands East Addition, an Addition of Collin County, Texas, located at the southeast corner of Davenport Road and Winding Creek Road, fronting approximately 95.47 feet on the east line of Davenport Road and fronting approximately 147.19 feet on the south line of Winding Creek Road, and containing approximately 0.5 acres of land.

II.

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

- 1) No structure on the Property may exceed a maximum height of 15 feet.
- 2) Prior to the issuance of a certificate of occupancy, a six-foot-high solid screening fence must be erected along the east property line and along Winding Creek Road frontage.
- 3) Ingress and egress to and from Winding Creek Road is prohibited.
- 4) Prior to submission of an application for a certificate of occupancy on the Property, a minimum of one large canopy tree and three large evergreen shrubs (as defined in Section 51A-10.100 of the Dallas Development Code) shall be provided for each 50 linear feet of Winding Creek Road frontage. The landscaping must be located on the north side of the required screening fence. Plant materials must be maintained in a healthy, growing condition.

- 5) The only uses permitted on the Property are as follows:
- a) Office.
 - b) Office showroom/warehouse.
 - c) Electronics service center.
 - d) Personal service use limited to a maximum 1,000 square feet in floor area.
- 6) Density on the Property shall be limited to a maximum floor area ratio of "0.5" and lot coverage shall be limited to 50%.

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 hearing 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, "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 10th day of November, 1994.

SSB International Co., Inc.
a Texas corporation,
OWNER

By: *Richard Silver*

Title: *President*

**CONSENT AND CONCURRENCE OF
LIENHOLDER**

Nancy H. Kaye

Property Lienholder

By: _____

Title: *Lienholder*

