

TERMINATION OF DEED RESTRICTIONS

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

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 August 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 Property was impressed with certain deed restrictions ("Restrictions") as shown in an instrument dated June 5, 1989, signed by Bernard Schnitzer and Maury Karp and recorded in Volume 3075, Pages 930 through 933, of the Deed Records of Collin County, Texas, a true and correct copy of which is attached to this instrument as Exhibit "A" and made a part of this instrument.

III.

The Owner does hereby terminate and release the Restrictions as they apply to the Property.

IV.

The above termination was made following 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 was given as would have been required by law for a zoning change on the Property. The Owner must file this 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 termination becomes effective.

V.

The termination of the Restrictions is not intended to restrict the right of the City Council of the City of Dallas to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

VI.

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 this termination.

VII.

Unless stated otherwise in this instrument, the definitions and provisions of CHAPTER 51A, "PART II OF THE DALLAS DEVELOPMENT CODE," as amended, apply and are incorporated into this instrument as if recited in this instrument.

VIII.

The invalidation of any provision in 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, 1974

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

By: Richard S. Sisson

Title: President


These restrictions shall not be altered, amended or terminated without a public hearing before the City Council of the City of Dallas, State of Texas. Notice of such hearings shall be given as would be required by law for a zoning change on the property described herein.


The restrictions contained herein are not in any manner intended to restrict the right of the City of Dallas to exercise its legislative duties and powers insofar as zoning of the property is concerned.

These restrictions inure to the benefit of the City of Dallas and the undersigned owners hereof does hereby grant to the City of Dallas the right to prosecute, at law and/or in equity, against the person violating or attempting to violate such restrictions and for further remedy, the City of Dallas may withhold the Certificate of Occupancy necessary for the lawful use of the property until such restrictions described herein are fully complied with.

These restrictions are hereby declared covenants running with the land and shall be fully binding upon all persons acquiring property within the above referenced property and any person by acceptance of title to any of the above referenced property shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants.

EXECUTED this 5th day of June, 1989.


Bernard Schnitzer


Maury Karp